



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Common Council

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Wednesday, February 3, 2016

7:00 PM

Council Chambers

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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 Alderperson Meltzer.*

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 Margret Mann, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

**Excused:** 1 - Alderperson Patti Coenen

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 Chief Vander Wyst, Health Officer Eggebrecht, Director of Parks, Recreation and Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Valley Transit Assistant General Manager Sandmeier, Library Director Rortvedt*

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](#)

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

**Aye:** 12 - Alderperson Chris Croatt, Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

**Excused:** 1 - Alderperson Patti Coenen

**Abstained:** 2 - Mayor Timothy Hanna and Alderperson Margret Mann

#### 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

[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](#)

**Alderperson Croatt moved, seconded by Alderperson Lobner, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderperson Chris Croatt, Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Margret Mann, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

**Nay:** 1 - Alderperson Ed Baranowski

**Excused:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Timothy Hanna

#### L. COMMITTEE REPORTS

##### **Balance of the action items on the agenda.**

**Alderperson Baranowski moved, Alderperson Konetzke seconded, to approve the balance of the agenda. The motion carried by the following vote:**

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

**Excused:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Timothy Hanna

## 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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[16-107](#) Approve Six-Month Trial Period for proposed parking change on W. Summer Street.

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

**This Report Action Item was approved.**

[16-140](#)

Approve 2016 Sole Source Purchasing Request for various traffic equipment and technologies.

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

**This Report Action Item was approved.**

## **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.

**The Recommendation for Denial was approved.**

[16-049](#)

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

**This Report Action Item was approved.**



[16-050](#) Operator's Licenses

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

**This Report Action Item was approved.**

[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.

**This Report Action Item was approved.**

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

**This Report Action Item was approved.**

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

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

**The Recommendation for Denial was approved.**

[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.

**This Report Action Item was approved.**

[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.

**This Report Action Item was approved.**

[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.

**This Report Action Item was approved.**

**3. MINUTES OF THE CITY PLAN COMMISSION****4. MINUTES OF THE PARKS AND RECREATION 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](#)

This Report Action Item was approved.

**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](#)

This Report Action Item was approved.

[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 Excavation Repairs.pdf](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

## 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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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 OptiontoPurchase21Acres.pdf](#)

This Report Action Item was approved.

## 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](#)

This Report Action Item was approved.

- [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](#)

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**

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

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

This Report Action Item was approved.

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

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

This Report Action Item was approved.

**N. ITEMS HELD**

**O. ORDINANCES**

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

**Attachments:** [Ordinance going to Council 02-03-2016.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

*Parks & Recreation Committee*

*#1-R-16*

*Mann, Meltzer, Martin, & Williams*

*Renaming the Fox River Properties to the Ellen Kort Peace Park*

*WHEREAS, Ellen Kort, named Wisconsin's first poet laureate in 2000 by Governor Tommy Thompson, is revered and regarded by many residents of Appleton as a cherished author, teacher and mentor, having played a significant role in the founding of the Fox Cities Book Festival, authoring 11 books and 8 collections of poetry as well numerous parochial books, including The Fox Heritage: A History of Wisconsin Fox Cities, The Art of Labor: Building the Fox Cities Performing Arts Center and Wisconsin Quilts: Stories in the Stitches, named an Outstanding Book of Wisconsin by the Wisconsin Library Association, having received numerous awards, including the Wisconsin Sesquicentennial Poetry Award, and the 2001 "Excellence In The Arts" Award among others, having taken part in Appleton's Compassion Project and having had her poetry installed in a number of public venues in Appleton including the Fox River Mall, the Appleton Heart Institute, City Center Plaza, and Appleton Public Library; is shown to have substantially contributed to the cultural significance and richness of Appleton; and*

*WHEREAS, Ellen used her skills as a poet and teacher to reach out to the Fox Valley community in numerous ways, teaching at local universities and schools and conducting writing workshops for at-risk teens, nurses, physicians and for survivors of cancer, AIDS and domestic abuse by sharing the fundamental tenants of her core beliefs, reflected in her indelible spirit of compassion and deep understanding of the human condition which manifested in aspirations of tolerance, acceptance, forgiveness and peace in her healing prose; and*

*WHEREAS, On March 3rd 2015, The City of Appleton voted unanimously to move the land formerly know as the Appleton Water Treatment Plant on Water Street, the Fox River Properties, to the Parks and Recreation Department; and*

*WHEREAS, the City's Master Plan for Jones Park and the Fox River Properties, adopted in 2006, envisions this segment of prime public waterfront as the primary pedestrian nexus of Appleton's Fox River presence with arterial connections to Downtown and the expanding Fox River Corridor's trails and parkways; and*

*WHEREAS, the naming of the For River Properties is in accordance with the NAMING OF PUBLIC PARK LANDS policy adopted by the City in 1997, satisfying #1 and #6 of the acceptable naming criteria, as well as written approval and support of Ellen Kort's next of kin; and*

*WHEREAS, in 2001, Mayor Hanna presented a Proclamation to Ellen Kort - State of Wisconsin Poet Laureate – and designated February 27, 2001 as "Ellen Kort Day"; now, therefore,*

*BE IT RESOLVED, that on February 27th, Ellen Kort Day 2016, the Fox River Properties be officially named the Ellen Kort Peace Park.*

*Common Council Organizational Meeting*

*#2-R-16*

*Lobner*

*WHEREAS Appleton Common Council meetings are open to the public and members of the public are encouraged to attend and participate.*

*AND WHEREAS Appleton experiences occasional winter weather that may make it*

*dangerous or otherwise inadvisable to drive or venture outside unnecessarily.  
AND WHEREAS attending a meeting of the Appleton Common Council should not  
require citizens to expose themselves to potentially dangerous conditions.  
THEREFORE BE IT RESOLVED that the Appleton Common Council and its  
committees shall not meet during a Winter Storm Warning, Blizzard Warning or Wind  
Chill Warning.*

R. OTHER COUNCIL BUSINESS

[16-164](#)

Discussion of Exhibition Center Next Steps

**Attachments:**     [Exhibition Center Process Memo for Council 020316.pdf](#)  
                              [Primer on Project Delivery.pdf](#)

S. ADJOURN

**Aldersperson Martin moved, seconded by Aldersperson Baranowski, that the  
meeting be adjourned at 7:38 p.m. Roll Call. Motion carried by the following  
vote:**

**Aye:** 15 - Aldersperson Chris Croatt, Aldersperson Greg Dannecker, Aldersperson Joe  
Martin, Aldersperson Cathy Spears, Mayor Timothy Hanna, Aldersperson  
Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen  
Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke,  
Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson  
Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Kami Scofield, City Clerk

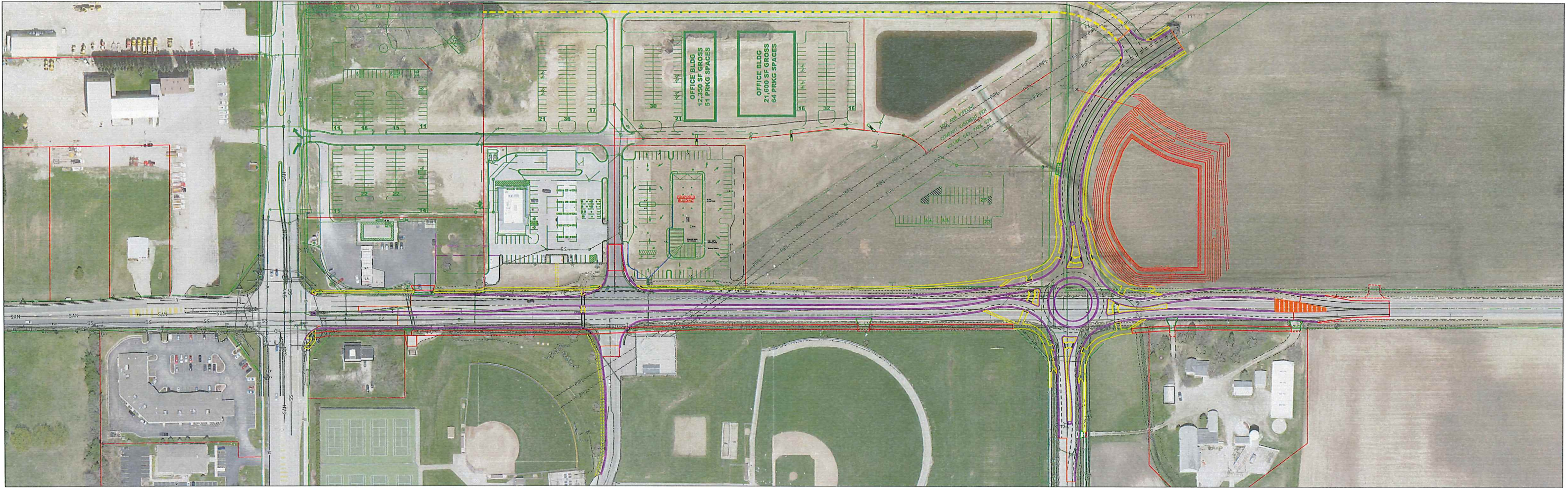
CTH JJ PRO/CON List for options 1-6

OPTION	DESCRIPTION	ESTIMATED COST (COST MORE/LESS THAN OPTION 1)	ADDITIONAL LAND ACQUISITION COMPARED TO OPTION 1	TRAFFIC IMPACTS	SAFETY CONSIDERATIONS	PROS	CONS
1	Median entire length with fence	\$2,424,000	0 SF	Improves traffic capacity at Ballard Road intersection by extending the WB left turn lane and the WB outside thru/right lane.	Eliminates left turns within functional area of the Ballard Road intersection. HSM Methodology suggests that all types of crashes would decrease with the installation of a median.	Treats Citgo & Kwik Trip same. Pedestrian are crossing at either the signal at Ballard Rd or the Roundabout at Lightening Dr. Safest option for pedestrians and vehicles. Improves Ballard Road intersection by extending the left turn lane and outside thru/right lane.	Maintenance & aesthetics of fence Indirection for the pedestrian Business access is right-in right-out
2	Median entire length, no fence, ped x-ing	\$2,323,000 (\$101,000 Less)	0 SF	Improves traffic capacity at Ballard Road intersection by extending the WB left turn lane and the WB outside thru/right lane.	Eliminates left turns within functional area of the Ballard Road intersection. HSM Methodology suggests that all types of crashes would decrease with the installation of a median.	Treats Citgo & Kwik Trip same. More convenient for pedestrians. Safest options for vehicles. Improves Ballard Road intersection by extending the left turn lane and outside thru/right lane.  Less cost.	Business access is right-in right-out
3	Median, left-in at Kwik Trip, ped x-ing	\$2,370,000 (\$54,000 Less)	0.214 AC (9,304 SF)	Does not extend the WB outside thru/right turn lane at the Ballard Road intersection as much as Option 1 &2. The left turn lane into Kwik Trip has the potential to back up into the EB thru lane with additional development. EB left turns into the Kwik Trip entrance must cross future queued WB traffic.	Decrease in safety when the WB traffic increases enough to queue through the Kwik Trip Entrance. Decrease in safety when the EB left turn traffic into Kwik Trip increases enough to queue into the EB thru lane. Pedestrians must cross an additional lane.	More convenient for left-turns into Kwik Trip Left turn lane into Kwik Trip could be closed in the future.	Citgo & Kwik Trip not treated the same More complicated crossing for pedestrians Redesign of proposed grades for the Matthew Tire site Additional cost Additional right of way needed
4	Median, left-in at joint driveway, ped x-ing	\$2,332,000 (\$92,000 Less)	0 SF	Does not work. EB traffic backs up into the Ballard Road intersection. EB left turns must cross queued WB traffic.	Does not work High potential for crashes due to queueing into EB traffic and into Ballard Road intersection.  High potential for crashes due to left turns across WB queued traffic.	Treats Citgo & Kwik Trip same More convenient for pedestrians	Does not work Pedestrian crossing becomes a mid-block crossing.  Decreases safety Decreases capacity
5	Slotted left for Citgo, Left lane for Kwik Trip, Disconnect shared driveway, ped x-ing	\$2,372,000 (\$52,000 Less)	0.214 AC (9,304 SF)	Does not work. EB left turn into Citgo backs up traffic into the Ballard Road intersection. EB left turns into Citgo must cross queued WB traffic.	Does not work High potential for crashes due to queueing into EB traffic and into Ballard Road intersection.  High potential for crashes due to left turns across WB queued traffic.	Treats Citgo & Kwik Trip same Slotted left-in could be closed in future	Does not work More complicated crossing for pedestrians Decreases safety Decreases capacity
6	Roundabout at School/Kwik Trip	\$2,622,000 (\$198,000 More)	0.817 AC (35,600 SF)	Does not work. EB left turn into the school entrance will cause back up in the roundabout, reducing the capacity of most movements.	Not a safe as a typical roundabout due to the EB left turn at the school entrance backing up the roundabout.	Full business access to Kwik Trip Reduces the indirection to Citgo More convenient for pedestrians	Does not work Impacts to Kwik Trip - 6 parking stalls would be lost, sign and vacuum station would need to be relocated. Major impacts to the Mathews Tire Site. Site would need to be redesigned. Impact to the parking for the Gas substation in SE quadrant.

\* Does not take into account the back up of traffic from the school parking lot

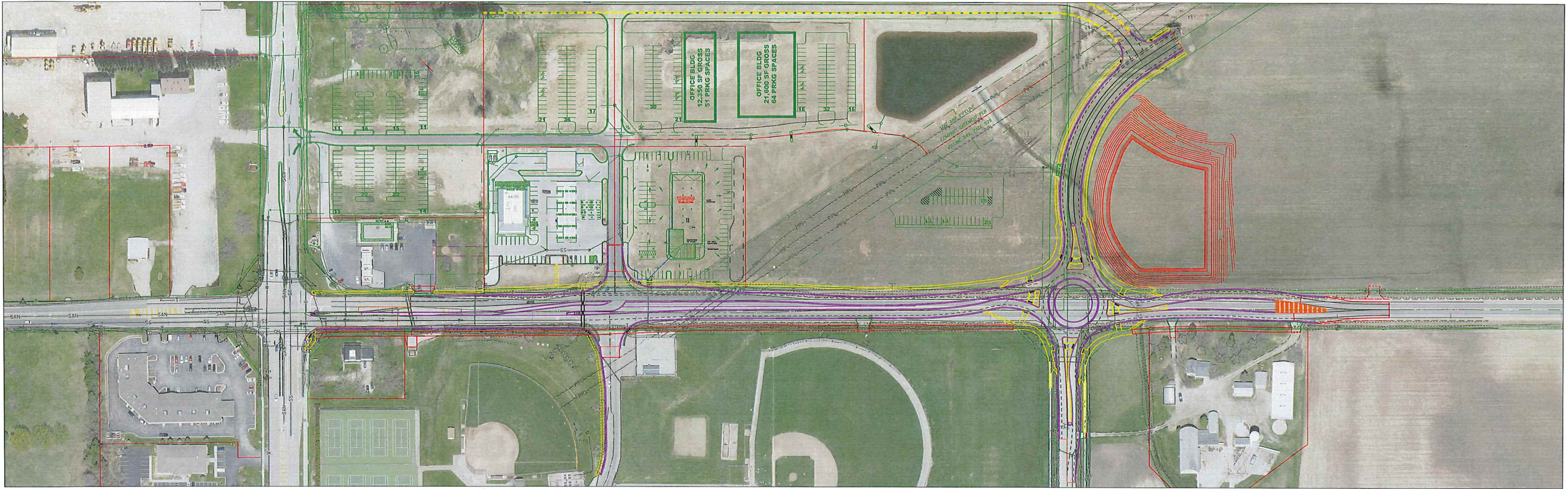
Safety Considerations:  
From FDM 11-25-2.5 "Ideally, driveways are not located within the functional area of an intersection..." "Access connections too close to intersections can cause serious traffic conflicts that impair the function of the affected facilities.'  
From FDM 11-25-20.4 "Ideally, do not place a median opening for a public access intersection (street or alley) or a private access intersection (driveway or private road) within the upstream functional area of another intersection.'





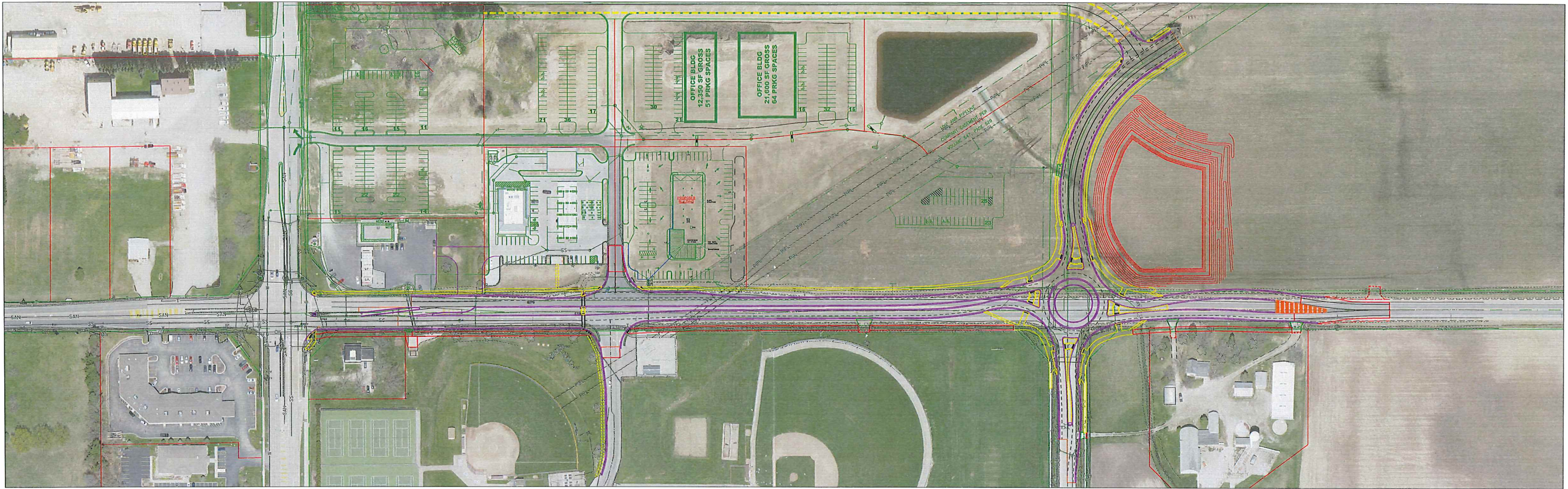
Option 2





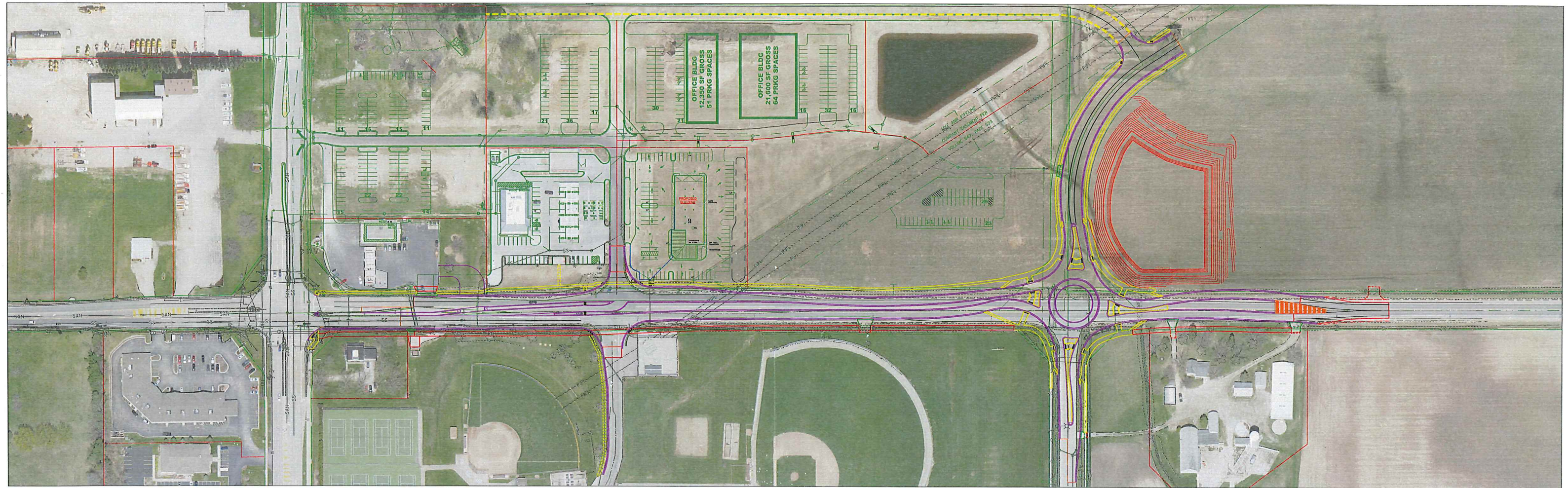
Option 3





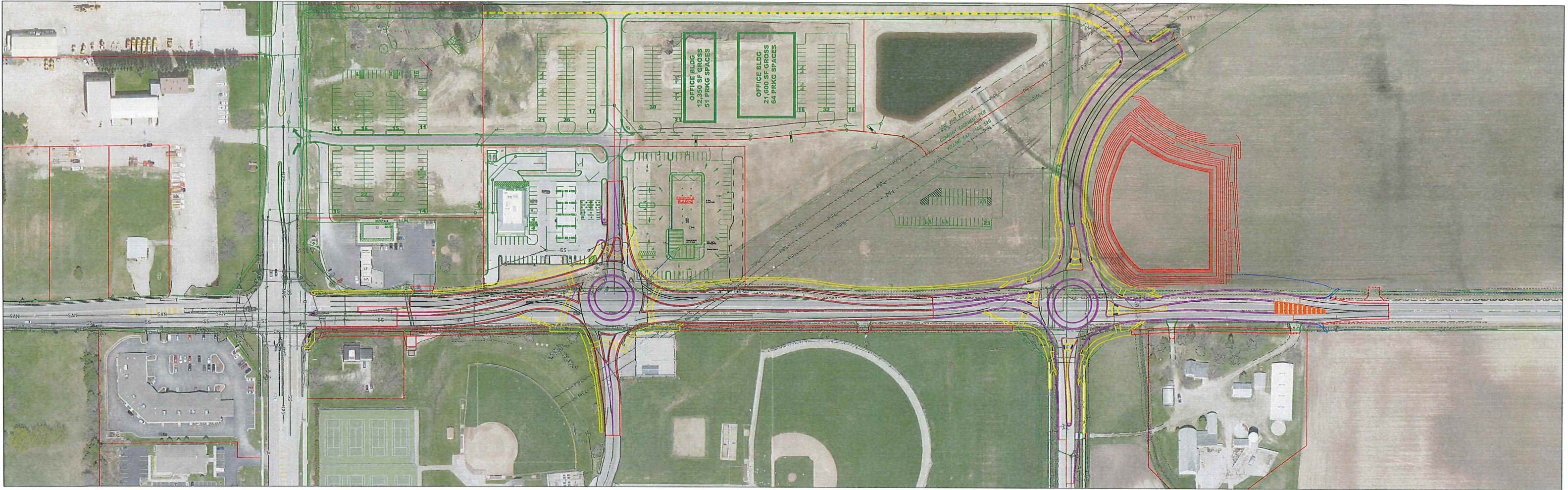
Option 4





Option 5





Option 6



Cathy Kromm

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**From:** Paula Vandehey  
**Sent:** Wednesday, February 10, 2016 1:25 PM  
**To:** Cathy Kromm  
**Subject:** FW: Item 15-2051

Cathy,

This email needs to be an attachment to Muni Services minutes.

Thanks!  
Paula

**From:** Kyle Lobner  
**Sent:** Tuesday, February 09, 2016 1:11 PM  
**To:** Christopher Croatt; Greg Dannecker; Margret Mann; Patti Coenen  
**Cc:** Paula Vandehey; Kami L. Scofield  
**Subject:** Item 15-2051

Good afternoon everyone,

I'm sorry to report I'll be unable to attend tonight's Municipal Services Committee meeting due to a prior engagement. I hope one of my colleagues will be able to share the comments I have prepared below, and they can also be included in the meeting minutes if necessary.

Given the volume of time and additional resources spent researching options for this reconstruction, I'm disappointed to see this item returning to committee with no additional viable alternatives on the table. However, given the possibilities before us I would urge the committee to recommend approval of Option 2.

While I recognize some drawbacks in convenience, the safety considerations and traffic impact are quite clear: Option 2 is both the most convenient for pedestrians, meaning our pedestrian safety infrastructure is likely to actually get used, and this configuration allows for the safest set of options for vehicles.

I also feel that the crosswalk in Option 2 represents a safer option than its counterpart in Option 3. I strongly suspect that drivers turning left into Kwik Trip on Option 3 will not expect to need to stop for a crosswalk in the middle of their turn lane. Failure to stop could lead to collisions between cars and pedestrians, and having to stop before fully entering the turn lane could lead to rear-end collisions or traffic backups.

At the stakeholders meeting last week we heard a point that you may hear again tonight, that it would be possible to turn Option 3 into something resembling Option 2 at some point in the future. While I recognize that possibility, I have a hard time believing that we'll ever reach a point where we can make that transition without hearing many of the same objections we're hearing now.

With all due respect to those who may disagree, I feel that Option 2 represents an opportunity to do this right the first time. Thank you for your consideration.

# Outline for CTH JJ Agenda Item

1. Project Background (Paula)
  - a. 2009 - Formal requests from FVL and ANHS for improved safety of CTH JJ Corridor
  - b. 2010 – East Central Regional Planning started a CTH JJ Corridor Study from Lynndale Drive in Grand Chute to HWY 55 in VandenBroek
  - c. 2011 – East Central coordinated a Road Safety Audit and subsequent Public Information Meetings as part of the Corridor Study (60 people attended the final meeting)
  - d. 2011 – Outagamie County paved the shoulders along CTH JJ and upgraded school signage as first step in implementing recommendations from the Corridor Study
  - e. 2011 – Significant discussion with developer regarding potential access control within this segment of CTH JJ. An overall road plan was created for the development area (Exhibit A)
  - f. Early 2012 – Corridor Study was finalized.
  - g. 2012 – City and County included Reconstruction of CTH JJ (Ballard to Lightning) in 5-Year CIP's
  - h. 7/23/2012 – County issues permit for private road across from ANHS road with stipulation *“Owner understands access may become limited access (right in/right out) as determined necessary by Outagamie County Highway Department.”*
  - i. Early 2013 – Kwik Trip site plan was submitted
  - j. 2015 – PIM's and meetings with Municipal Services Committee
  - k. 2016 – Additional Options analyzed.
  - l. Review 3 cross-sections (Exhibit B) and explain that 90% of the project we all agree on (additional street lighting, bike lanes, sidewalk N/S trail S/S, RAB at Lightning, etc.) The 2 areas of disagreement are with left-turn access and pedestrian crossing locations
2. Overview of 6 Options, AM Peak Model “snapshots” & Pro/Con List (Peggy)
3. Audience feedback/questions
4. Response to questions by staff & OMNNI
5. Committee questions/debate/vote

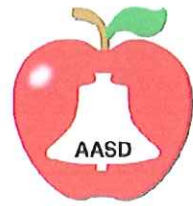
**From:** James Fletcher [mailto:jfletcher@pcfcom.com]  
**Sent:** Monday, February 08, 2016 11:23 AM  
**To:** Karen Harkness  
**Cc:** 'Lil Graper'; 'Hans Zietlow'  
**Subject:** JJ/Ballard Option 3

Good Morning Karen could you please forward this to the committee members and the Mayor for me  
Thanks

I am writing this as a member of GSG EAST LLC The large landowner and developer of 22 plus or minus acres on the NE corner of JJ/ Ballard in the City of Appleton affected by the proposed redo of JJ and the roundabout for Lightning Drive. I attended the info meeting last Thursday and would ask for the committee and council to support staff Option 3 as I feel based on conversation at the meeting would serve the best for the economic development in North Appleton as well as the safety of the residents for many years to come. Items I got out of the meeting are as follows 1. Option 3 would cause no problem with traffic flows even based on the staff projections for 2037. 2. Option 3 does allow that if it would be necessary it could be changed from a 3 leg access to just a right in fight out if it was a problem later but at this time and based on staff model it is not foreseen in the next 20 years. This Option would allow us to continue the development of our commercial site as we proposed back in 2008 where a right in right out at this time would hamper it greatly and have great effect on the economic value to the City of Appleton and its residents. The changes or additions I would recommend in Option 3 is the building of a cross walk at the signal with signs ( as there is none painted at this time) connecting to both sidewalks and the and the moving of the crosswalk to the east side of North Appleton entrance on JJ to allow a crossing close to the event fields. I know the school was concerned about people crossing JJ at lunch or special sporting events but I see this area no different than any of the other school sites and their athletic field and feel the only other way to control the funneling of foot traffic could be accomplished better with the whole campus being enclosed by fenced area with the exceptions of the current entrances and exits. We feel that there needs to be a balance between the economic welfare of a community as well as the safety and functionality of our road system for the public. We believe that removing our unrestricted access to JJ and replacing it with a right in right out and a left turn in for eastbound traffic as partial restricted access in Option 3 accomplishes this for all parties involved and reiterate that we ask to you recommend Uption 3 to Coucil and County Highway Thank You .

Jim Fletcher  
RE/MAX 247 Commercial  
2835 W. College Ave.  
Appleton, WI 54914  
(920) 428-9024





# Appleton Area School District

Preparing Our Students for Their Future

*Every Child, Every Day*

Phone: (920) 832-6126 | FAX: (920) 832-1725 | [www.aasd.k12.wi.us](http://www.aasd.k12.wi.us)

February 9, 2016

Re: CTH JJ Pedestrian Crossing - AASD

To: City of Appleton Municipal Services Committee,

Recently, a large group of interested stakeholders met at Appleton North High School to discuss the proposed changes to the CTH JJ Corridor, specifically focusing on the section which falls in between Ballard Road and Lightning Drive. Based upon the information shared at the meeting, we believe that the outcome of these proposed changes will impact student and community safety. While we certainly understand that there are many competing interests, our responsibility is to share the possible concerns that will arise for students, parents, staff, and community members. Please consider our thoughts/suggestions below as you move forward.

**Safety will always be our top priority.** When making decisions on how pedestrians will be able to cross CTH JJ, please keep in mind the number of young, school-age children who will be crossing during school and non-school hours. Appleton North High School is host to multiple school and community events on weeknights and weekends throughout the year. It is our hope that you will make every possible effort to provide a safe environment for our students and community members who want to cross CTH JJ. Specifically, we would ask you to consider the complexity and the increased safety risks posed with the proposed crossing as detailed in the City of Appleton's "Option 3" proposal. With the addition of the turn lane, pedestrians will have to navigate an additional lane of traffic and potentially have to wait on two separate meridian strips, which are narrower than the original single median detailed in "Option 2."

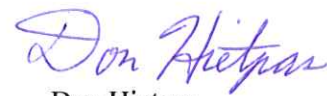
**We desire to be good neighbors with our local businesses.** While safety for our students will always be our priority, we also desire to be good neighbors and to support our local businesses. With expanded development north of the school campus, pedestrian crossings of CTH JJ have increased. The additional vehicle entrance/exit directly across from our school campus entrance/exit has increased vehicle traffic without any additional traffic control measures being put into place. Young, inexperienced drivers now have additional factors to weigh and consider in order to safely exit our campus. Though we believe pedestrian crossings of CTH JJ during the school day poses increased safety risks, we want to re-emphasize our concerns shared at the meeting pertaining to other pedestrian crossings, which occur very frequently during non-school hours, as well as in the evenings and late at night. These pedestrian crossings involve elementary and middle school students, as well as community members and other visitors to our area who are on the North campus while attending the multiple events which occur throughout the year. We do understand the need for easy business access, while at the same time, we need to maintain a safe walking zone for any pedestrian seeking to reach those businesses. It is our belief that absent a physical barrier as originally proposed in "Option #1", pedestrians will likely utilize the proposed cross-walk location (shortest route) and it is important that we make this option as safe as possible.

**We appreciate our ongoing partnership with the City and the County.** The North High School community has been working with the City of Appleton and Outagamie County for many years, especially as we look at ways in which we can improve safety. This has included direct involvement of multiple stakeholders with the CTH JJ Corridor Study, which subsequently provided many of the same recommendations being discussed now. Most recently, a comprehensive, signaled intersection was completed this past summer at the intersection of Ballard Road and Ashbury Drive and its addition has significantly impacted the overall safety at this location. Thank you! We appreciate the ongoing efforts of the planning committee, specifically those which are outlined in the options that address vehicle traffic safety concerns. Our student drivers who leave campus will no longer be able to make left turn movements onto CTH JJ. Straight through movements across CTH JJ, which is a more recent concern due to development, will no longer be possible. Safety will be improved and vehicle accidents related to these concerns will be reduced. We are hopeful that our input referencing pedestrian safety on this roadway will be considered as you move forward with your decisions. Please do not hesitate to contact our Engineering Services Coordinator, Joe Sargent, at 832-6151 for further information or clarification. Thank you.


Respectfully,



Lee Allinger  
Superintendent



Don Hietpas  
Chief Financial Officer



James Huggins  
Principal North High School



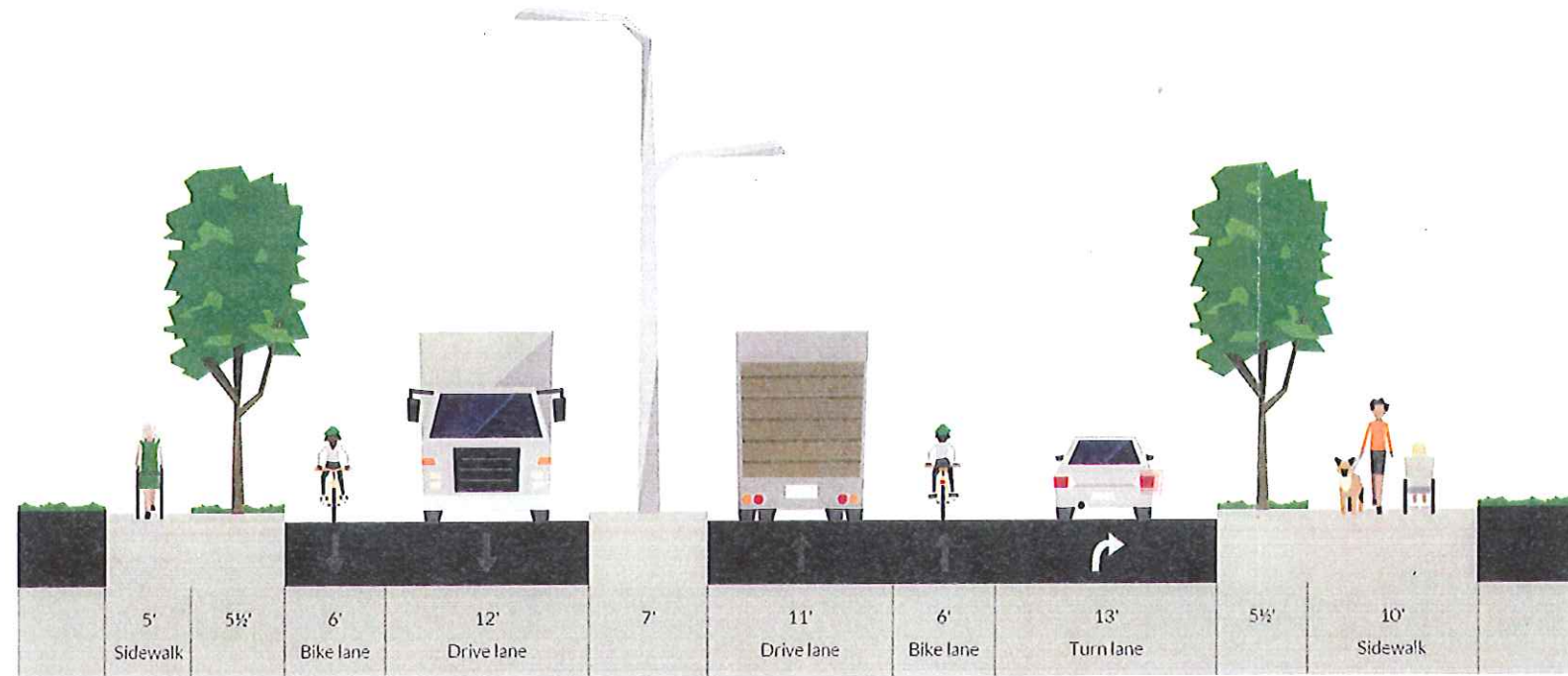


Exhibit A

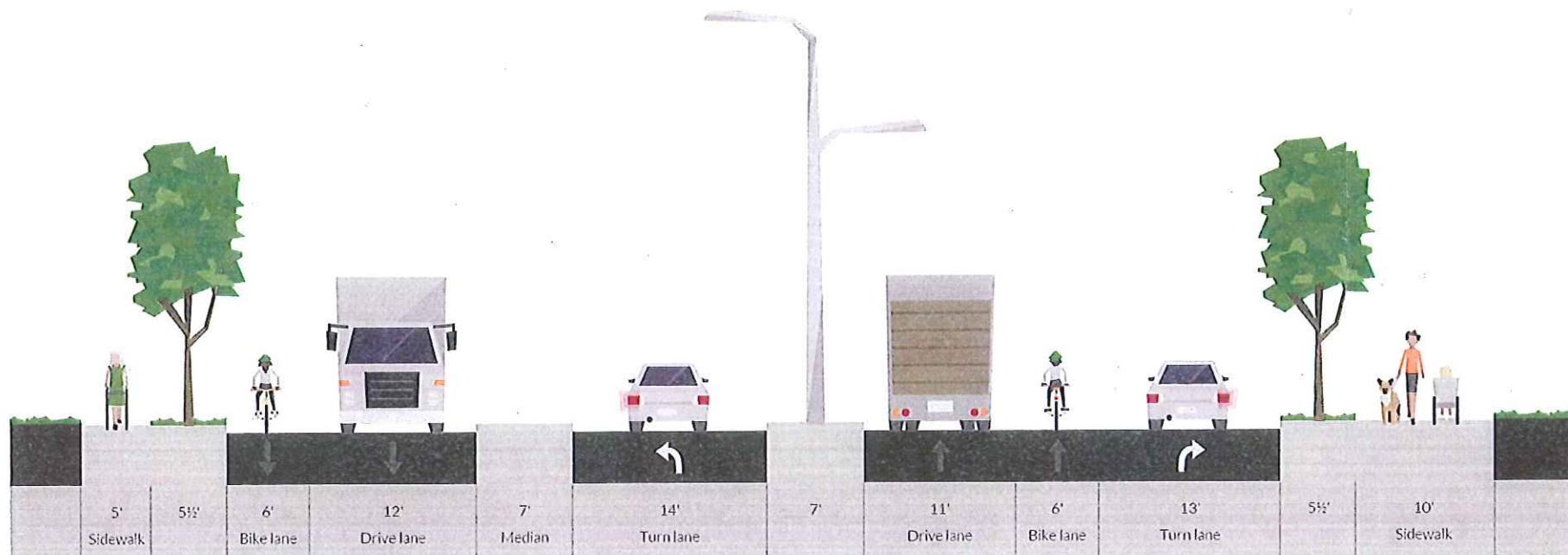




Existing



Option 2



Option 3

Exhibit B



# Common Grant Application

Complete all relevant fields and email as described at end of form.  
You can work on the form, copy it, save it and continue later.

## Organization

**Organization name:** Riverview Gardens, Inc.

**Organization phone:** 920-733-2354 **Year established:** 2011

**Website:** <http://www.riverviewgardens.org> **Email:** [info@riverviewgardens.org](mailto:info@riverviewgardens.org)

1101 S. Oneida

**Address:** Street

**City:** Appleton

**State**

: WI

**ZIP:** 54915

**CEO or Board Chair:** Cindy Sahotsky

**Title:** Executive Director/President

**Employees full-**

**time:** 7

**Part-time:** 3

**Number of Volunteers:** 2500

**EIN number:** 46 - 3208900

**Charitable status:** Our organization ...

is a 501(c)3 nonprofit

If it applies, name parent org or fiscal agent

**What is your organization's mission statement?**

Riverview Gardens' (RVG) mission is to provide job training to transform our community.

## Project

Grant requested (select only one):

- ☐ Capacity Building ☒ Basic Needs ☐ Developmental Disabilities ☐ Endries Family Foundation  
☐ Infant Welfare Circle ☐ King's Daughters WI ☐ Schmidt Family G4 ☐ Environmental Sustainability  
☐ Chilton ☐ Clintonville ☐ Shawano ☐ Waupaca ☐ Other (staff OKed only):

**Grant contact:** Kelly Nutty

**Title:** Director of Resource Management

**Phone:** 920-378-8527

**Email:** [knutty@riverviewgardens.org](mailto:knutty@riverviewgardens.org)

**Project Title:** ServiceWorks Job-Training for Downtown Appleton CARE Project

**CF grant to be used:** From: 6/1/2016 To: 5/30/2019

**Date of application:**

**Total project budget:** \$ 539,352

**Total Grant Request:** \$ 272,142 (Enter multi-year total if appropriate)

**Describe your grant request in 2-3 sentences:**

RVG, in partnership with Appleton Downtown, Inc. (ADI) and the City of Appleton (City), intends to provide job-training opportunities for ServiceWorks participants in downtown Appleton. ServiceWorks participants and transitional employees will supplement existing cleaning services provided by City and businesses within the BID (business improvement district) managed by ADI, thereby gaining valuable job training. Building on prior collaborations generously funded by the CFFVR, this collaboration addresses basic needs and tackles unemployment as a root cause of homelessness and poverty.

**List up to 3 objectives for the project, then explain how you will measure success for each objective.**

<b>Objective #1</b>	Each year, 36 community members in need will join ServiceWorks job-training program and participate in downtown CARE teams; and 30 will graduate from program. Graduates are provided certificate and job reference.	<b>How will you measure success?</b>	ServiceWorks metrics and outcomes is maintained by key RVG staff, including orientation, supervision, evaluations and daily work performance. RVG, ADI and City team members will meet regularly to address work, feedback and areas of concern. ServiceWorks participants are evaluated on four principles of transferable work skills: use of time, quality of work, relationships with peers and relationships with leaders.
<b>Objective #2:</b>	Each year, 18 participants on CARE teams will achieve skill level to become Crew Leader. For some, this will be transitional employment to lead CARE teams. ServiceWorks participants targeted for CARE team opportunities include those who are not necessarily suited to work on RVG's urban farm social enterprise, including Harbor House residents, veterans and others with unique barriers.	<b>How will you measure success?</b>	RVG staff, with feedback from ADI and City, will evaluate ServiceWorks participants on transferable skills and recommend outstanding participants to become crew leaders. For those with multiple barriers to stable employment, paid transitional employment positions on CARE teams provide dignity and growth opportunities. RVG staff will track Crew Leader positions, progress and ongoing needs for support.

## Project Objectives

<b>Objective #3</b> Each year, RVG will help place 15 ServiceWorks graduates from the CARE teams in stable employment in our community. Two years of aftercare services will be provided to those individuals. It is anticipated that other participants will secure employment on their own.	<b>How will you measure success?</b> Via its network of employer partners, RVG will place 15 ServiceWorks graduates from the CARE teams in sustainable jobs in our community. RVG understands the concerns of employers in hiring individuals who have had barriers to stable employment. In RVG's aftercare program, we work with employers and graduates placed in jobs to ensure continued job stability and progression.
---	--

Project Summary

Describe your project in more detail. (Max. 2,000 characters, with spaces and returns)

RVG, in collaboration with ADI and the City, intends to provide job-training opportunities for ServiceWorks participants in downtown Appleton, along with opportunities for community outreach. Downtown CARE (Clean, Assess, Refresh, Enhance) Teams, consisting of ServiceWorks job-training participants and graduates as transitional employees, will supplement existing cleaning services provided businesses within the BID (business improvement district) managed by ADI, as well as the City. Work provides additional opportunities for transferable skill-based job training and transitional employment for ServiceWorks graduates. RVG, ADI and the City have determined scope of services, which includes (1) daily sweeping; (2) keeping planters cleaned out; (3) maintaining Parklet; (4) gum removal; (5) graffiti removal as requested; and (6) assessing and reporting downtown concerns, including broken windows or other unsightly areas.

Additionally, as part of the project and using current staff and key volunteers with social service backgrounds, RVG plans to conduct social service outreach at Jones Park and the downtown Valley Transit center. The purpose of the outreach is to get people in crisis connected with ServiceWorks, as well as referrals to community services.

Graduates of RVG's 90-hour ServiceWorks job-training program receive a certificate and a job reference. Many individuals are able to find employment on their own after graduation. For those who cannot, we work the the approximately 80 employers who partner with RVG and want to hire our graduates, help place them in employment and support them in aftercare program.

All of the activities provide important opportunities to show business owners, shoppers and visitors the impactful work that RVG does and help change the community's perceptions about people in need, which in turn, help remove barriers for the people we serve.

All daily activities begin at RVG's 513 W. College Avenue building, where participants will have coffee and snacks together, while the daily crew activities are reviewed. A joint kick-off open house is planned at RVG's 513 Building to introduce businesses to the collaboration.

## Project Summary II

### Who benefits?

*Why is there a need for this project? Who will benefit and how? How many people will benefit?*

Over 3 years, the collaboration will serve approximately 80 of our community members in need in ServiceWorks. Their families benefit when their basic needs are addressed and they are able to be a part of their own solution and contribute to their success. There is dignity in work. It helps people stabilize, gain self-confidence and get them back on their feet.

The community as a whole benefits because it reduces loitering and nuisances in Jones Park and the downtown Valley Transit center. It changes perceptions of what it means to be in need. Community members do not see people hanging out downtown, but they see people who are going through difficult circumstances working hard to take care of their city and be part of their own solution.

### Timetable:

*Describe each step you will take to complete this project and the date each will be completed.*

Step 1	Work with ADI and City to develop reporting forms and procedures for daily work	
		Completion: 6/30/2016
Step 2	Identify ServiceWorks participants to act as crew leaders for CARE teams	
		Completion: 6/30/2016
Step 3	Identify ServiceWorks participants to perform work as part of CARE teams	
		Completion: 6/30/2016
Step 4	Official launch of CARE teams	
		Completion: 7/5/2016
Step 5	Open house for ADI members at RVG's 513 W. College Avenue Building	
		Completion: 9/1/2016
Step 6	Monthly information sharing and reporting of work, concerns, job-training successes and any challenges - ongoing on monthly basis	
		Completion: 5/31/2019

### What are the long-term funding strategies for sustaining this effort, if it will continue?

Sustaining the important work of this collaboration, ADI anticipates increasing maintenance costs to business improvement district (BID) members to help support long-term continuation of the work of RVG CARE teams to revitalize the downtown area, including the possible hiring of a ServiceWorks graduate(s) to lead crews. The City plans to evaluate budget line items to help support continued maintenance services provided through this grant opportunity, including considering hiring ServiceWorks graduate(s) for certain positions. The requested grant funding declines in years two and three as social enterprise revenue increases.

### Provide any additional detail you feel will help us understand the need you are addressing.

Downtown clean-up programs collaborating with human service organizations have been successful in other cities across the country, including New York, Cincinnati, Albuquerque, San Jose, and others. Programs like this help communities understand the potential of community members with barriers to stable employment. The key is to provide people in need with meaningful training and work opportunities to help them be productive and take personal responsibility.

This collaboration recognizes that there are different models of employment. These part-time opportunities help people as they work through barriers, and they give people the dignity of work. The pride that they have contributed to making our community beautiful helps people feel invested and move forward.



## Project Budget

**Total project budget** List sources of revenue and types of expenses below. Identify the specific expense line items to which Community Foundation (CF) grant dollars would be applied.

Revenue	Total amount		Expenses	Total amount	CF support
Community Foundation	\$ 272,142		Salaries/Benefits	\$ 447,552	\$ 256,542
Agency Contribution	\$ 200,100		Contracted Services (detail below)	\$ 0	\$
Fees for Service	\$ 0		Supplies/Equip. (detail below)	\$ 51,900	\$
Membership Dues	\$ 0		In-Kind Expenditures	\$ 24,300	\$
In-Kind Contributions	\$ 67,110	Approved?	Advertising	\$	\$
Grants/Other Funders (list)		Or date when you'll know	Printing	\$	\$
	\$	Yes <input type="checkbox"/>	Other (list)		
	\$	Yes <input type="checkbox"/>	Fuel	\$ 15,600	\$ 15,600
	\$	Yes <input type="checkbox"/>		\$	\$
	\$	Yes <input type="checkbox"/>		\$	\$
<b>Total</b>	<b>\$ 539,352</b>		<b>Total</b>	<b>\$ 539,352</b>	<b>\$ 272,142</b>

## Project Budget Narrative

Briefly explain sources of revenue and details of expenses. Be specific about how Community Foundation grant dollars would be spent. (max 750 characters, with spaces)

Basic Needs funding is specifically requested for programming for ServiceWorks. This is a 3-year request with a declining asks in years 2 and 3. In 2019, revenue from our social enterprises, supports daily operational costs, along with ADI and City funding for continuation of CARE teams.

Proposed 3-year request is \$272,142 as follows: Year 1: \$116,740, Year 2: 94,432, Year 3: \$60,970. Funding proposed is as follows over 3 years:

PT ServiceWorks supervisor = \$22,425

Crew Leaders in ServiceWorks = \$80,730

Transitional Employment positions = \$153,387

Fuel for transportation of ServiceWorks participants = \$15,600

## Service Information

	Year 2015	Year 2014	Year 2013
Attendance/participants/clients served by organization	260	252	36
% attendance/participants/clients served in Outagamie, Calumet, Waupaca, Shawano or northern Winnebago counties	100%	100%	100%

## Financial Overview

### Income statement

	Total Revenue	Earned Income (i.e. program or membership fees)	Total Expenses	Surplus or (Deficit)
FY 2015	\$ 924,174	\$ 321,046	\$ 835,363	\$ 88,811
FY 2014	\$ 829,077	\$ 260,778	\$ 729,596	\$ 99,481
FY 2013	\$ 565,465	\$ 93,648	\$ 433,797	\$ 131,668

Explain any deficits:

## Balance Sheet

Balance sheet	Cash (checking and savings)	Accounts Receivable	Current Liabilities	Loans
FY 2015	\$ 802,677	\$ 230,454	\$ 232,226	\$ 900,000
FY 2014	\$ 579,477	\$ 41,829	\$ 242,165	\$ 1,000,000
FY 2013	\$ 489,822	\$ 0	\$ 249,593	\$ 1,000,000

### Grant Terms & Conditions

☒ By checking this box, the individual(s) whose name(s) appear on this application, including the Executive Director and/or Board Chair, confirm that they are authorized to, and do so commit, the grantee to abide by the following grant terms and conditions.

- Granted funds will be used only for the purpose(s) set forth in this application.
- Funding provided by the Foundation may not be used to participate or intervene in political campaigns or to support an attempt to influence legislation except to the extent that such activities are permissible under IRS rules for 501(c)(3) charitable organizations.
- Expenses charged against this grant may not be incurred prior to the approved start date of the grant or after the grant's approved end date. A request for extension of the grant end date must be submitted in writing and is subject to approval by the Foundation.
- Funding for each year of a multiple-year commitment is conditional upon receipt and acceptance of any requested interim or progress reports.
- Future funding from the Foundation is conditional upon receipt and acceptance of any requested interim, progress or final reports. The Foundation may request additional terms, conditions or contingencies in a signed agreement before releasing grant funding.
- The approved program and the terms and conditions of this agreement are subject to modification only with the Foundation's prior written approval.
- The grantee shall return to the Foundation any unused funds at the end of the grant period, or if the Foundation determines the grantee has not performed as set forth herein, or if the grantee loses its status as a public charity.

☒ By checking this box, the applicant organization confirms it is in compliance with the Community Foundation's Non-discrimination Policy, as follows:

The Community Foundation and its affiliated families of funds in Brillion Chilton, Clintonville, Shawano and Waupaca seek to promote respect for all people. In our Unrestricted and Field of Interest grant programs, the Foundation will not knowingly support organizations whose programs or services are not open to all without discrimination on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law. We recognize that organizations may identify special needs in the community and target programs or services to a specific population based on those needs; however the programs must be open to all people in those targeted populations to be eligible for grant consideration.

### Submitting Your Request

1. Make sure you have filled out all relevant fields on this form and that the two boxes above are checked.
2. Attach this form to an email and send it to [grants@cfoxvalley.org](mailto:grants@cfoxvalley.org)
3. Call (920) 830-1290 if you are unsure your application was sent properly or if you have other questions.

All grant applications are due by **4 P.M.** on the deadline date.

## **Downtown CARE (Clean, Assess, Refresh, Enhance) Team**

**DRAFT**

### **April through November: 2 teams of 3: 4-6 hours a day**

- Daily sidewalk sweeping
- Cigarette butts picked out of the planters weekly
- Weekly or monthly gum removal or as needed to remove large stains
- Graffiti removal as needed
- Monitor the garbage areas behind the buildings and report unsightly areas
- Planters planted in May
- Monthly sidewalk/crosswalk condition reports
- Monitor Parklet Place. Keep it looking good, clear of garbage and water flowers

### **December through March: 1 team of 3: 4 hours a day**

- Monthly sidewalk/crosswalk condition reports for ice accumulation
- Monitor the garbage areas behind the buildings and report unsightly areas
- Monitor Parklet Place: Keep it looking good, clear of garbage
- Graffiti removal as needed

### **Equipment List:**

- CARE Team Supervisors – 2
- CARE Team Staff
- GumBuster or like machine and Chemicals needed to operate and maintenance (\$10,000 - \$15,000)
- Sweeper machine (up to \$5000)
- Garbage bags, rubber gloves, Work gloves:
- Logoed vests, T-shirts or Jackets:
- Chemicals for graffiti removal
- Camera to visually document damage, graffiti or unsightly garbage areas
- Condition reports and clipboards
- Watering Can for Parklet place

### **Possible Funding Sources 2016**

- ADI and the BID: \$15,000
- City of Appleton: ??
- Grant funding: Community Foundation Basic Needs Grant
- Product or equipment donation



# Grant Collaborator Application

Complete all relevant fields and email as described at end of form.  
You can work on the form, copy it, save it and continue later.

## Organization

**DRAFT**

**Organization name:** City of Appleton - Public Works

**Organization phone:** 920-832-6482 **Year established:** 1857

**Website:** <http://www.appleton.org>

**Email:** paula.vandehey@appleton.org

**Address:** 100 N. Appleton St **City:** Appleton **State:** WI **ZIP:** 54911

**CEO or Board Chair:** Paula Vandehey

**Title:** Director of Public Works

**Employees full-time:**

**Part-time:**

**Number of Volunteers:**

**EIN number:** -

**Charitable status:** Our organization ...

Choose an item.

If it applies, name parent org or fiscal agent

**What is your organization's mission statement?**

"Meeting Community needs...enhancing quality of life."

## Project

Grant requested (select only one):

- ☐ Capacity Building ☒ Basic Needs ☐ Developmental Disabilities ☐ Endries Family Foundation  
☐ Infant Welfare Circle ☐ King's Daughters WI ☐ Schmidt Family G4 ☐ Environmental Sustainability  
☐ Chilton ☐ Clintonville ☐ Shawano ☐ Waupaca ☐ Other (staff OKed only):

**Grant contact:**

**Title:**

**Phone:**

**Email:**

**Project Title:**

**CF grant to be used:** From:

To:

**Date of application:**

**Total project budget:** \$

**Total Grant Request:** \$

(Enter multi-year total if appropriate)

**Describe your grant request in 2-3 sentences:**

## Service Information

	Year	Year	Year
Attendance/participants/clients served by organization			
% attendance/participants/clients served in Outagamie, Calumet, Waupaca, Shawano or northern Winnebago counties	%	%	%

## Financial Overview

### Income statement

	Total Revenue	Earned Income (i.e. program or membership fees)	Total Expenses	Surplus or (Deficit)
FY	\$	\$	\$	0
FY	\$	\$	\$	0
FY	\$	\$	\$	0

Explain any deficits:

## Balance Sheet

Balance sheet	Cash (checking and savings)	Accounts Receivable	Current Liabilities	Loans
FY	\$	\$	\$	\$
FY	\$	\$	\$	\$
FY	\$	\$	\$	\$

## Grant Terms & Conditions

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- Future funding from the Foundation is conditional upon receipt and acceptance of any requested interim, progress or final reports. The Foundation may request additional terms, conditions or contingencies in a signed agreement before releasing grant funding.
- The approved program and the terms and conditions of this agreement are subject to modification only with the Foundation's prior written approval.
- The grantee shall return to the Foundation any unused funds at the end of the grant period, or if the Foundation determines the grantee has not performed as set forth herein, or if the grantee loses its status as a public charity.

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### Submitting Your Request

1. Make sure you have filled out all relevant fields on this form and that the two boxes above are checked.
2. Attach this form to an email and send it to [grants@cfoxvalley.org](mailto:grants@cfoxvalley.org)
3. Call (920) 830-1290 if you are unsure your application was sent properly or if you have other questions.

All grant applications are due **by 4 P.M.** on the deadline date.



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 S. Lom, City Traffic Engineer  
**Date:** February 2, 2016  
**Re:** Award of Contract – Railroad Quiet Zone Feasibility & Implementation Plan

In response to a request for proposals issued by our office, we received three responses for design services for the *Railroad Quiet Zone Feasibility & Implementation Plan*. The proposals were opened on January 21, 2016. The following is a summary of the proposed fees for each firm.

<u>Firm</u>	<u>Total Cost</u>	<u>Avg Cost/hour</u>
SRF Consulting Group, Inc.	\$ 27,356	\$116
Patrick Engineering	\$ 24,850	\$128
Quiet Zone Consulting, LLC	\$ 65,000	unknown ( <i>did not provide hour estimate</i> )

For this project, our selection team utilized a quality based selection process when analyzing the proposals. This method places the emphasis on the relevant experience, project understanding, technical qualifications and the proposed scope of services demonstrated in each firm's proposal. After a thorough review of the quality-based components of each proposal, we then evaluated the proposed fees as the final step in the process.

The selection team unanimously selected SRF's proposal as being the best fit for the city. As such, we recommend award of the contract to SRF Consulting Group, Inc., in an amount not exceed \$27,356.

**AMENDMENT NO. 2 TO THE CONTRACT**  
**BETWEEN CITY OF APPLETON (MUNICIPALITY),**  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)**  
**AND R.A. SMITH NATIONAL, INC. (CONSULTANT) FOR**

4984-01-73  
C Appleton, Oneida Street  
Valley Road to Skyline Bridge  
Local Street  
Outagamie County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated December 4, 2014 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

To summarize, this amendment is required for additional environmental report updates and additions, additional agency coordination, additional field survey, and changes to the preliminary design as requested by the DEPARTMENT and MUNICIPALITY. The preliminary design changes are requested to address public involvement input and to satisfy the requirements of the environmental process.

The additional services requested by the DEPARTMENT and MUNICIPALITY to complete are as follows:

Coordinate the Phase 2 and 2.5 Hazardous Materials investigations with the DEPARTMENT and incorporate the results of the investigations into the plans, estimate, and specifications.

Additional coordination and documentation of Environmental Justice issues related to the preparation of the Environmental Report.

Coordination and documentation with the US Fish and Wildlife Service (FWS) for the Northern Long-Eared Bat and other threatened or endangered species related to the preparation of the Environmental Report.

Provide topographical surveys of the south end of the Skyline Bridge approach and deck and the Houdini's Escape Gastro Pub restaurant after the recent improvements in these areas.

Provide design, plan changes, and environmental document revisions as a response to public involvement. These included eliminating of the raised median on Oneida Street from Ramlen Court to Foster Street, narrowing the left turn lanes at the Seymour Street intersection, eliminating the previously cul-de-sac on Orange Street, reconstructing Orange Street an additional 60 feet to the south, adding parking on the south/east leg of Olde Oneida Street, and shortening the left turn lane and taper on Calumet Street east of Oneida Street.

The contract completion date will not change and remains May 1, 2018.



## BASIS OF PAYMENT

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

(1) For Authorized Services:

- (a) For roadway design services, actual costs to the CONSULTANT's up to \$665,253.42 (an increase of \$32,728.31) plus a fixed fee of \$50,093.65 (an increase of \$2,536.66), not to exceed \$715,347.07 (an increase of \$35,264.97).
- (b) For hazardous materials investigations subcontracted to Himalayan Consultants, LLC, the CONSULTANT'S actual cost to Himalayan Consultants, LLC, based on Himalayan Consultants, LLC's actual cost up to \$14,080.00, plus a fixed fee of \$917.40, not to exceed \$14,997.40. (no change)
- (c) For soils investigations and report subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost to Professional Service Industries, Inc., based on Professional Service Industries, Inc.'s actual cost up to \$8,232.30, plus a fixed fee of \$402.93, not to exceed \$8,635.23. (no change)
- (d) For lighting plans subcontracted to Powrtek Engineering, Inc., the CONSULTANT'S actual cost to Powrtek Engineering, Inc., as compensation for direct labor hours and non-labor direct costs not to exceed \$19,027.60 based on rates in the table below. (no change)

Specific hourly rates to be paid for hours in which Powrtek Engineering, Inc.'s employees are directly engaged in performing the services required by this CONTRACT:

Employee name	Employee Classification	Rate
Greg Sadowski	Engineer	\$124.84
Brian Fuller	Technician	\$67.22

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

The following non-labor direct costs will be reimbursed based on Powrtek Engineering, Inc.'s actual cost:

Item Description	Unit Type	Rate	Unit Cost
Plotting – 50 sheets	Sheet	\$1.00/Sheet	\$50.00
Printing – 20 sheets	Sheet	\$0.10/Sheet	\$2.00

Non-labor direct costs not listed above cannot be invoiced unless added to the contract through an amendment.

- (e) For title searches and ownership reports subcontracted to First American Title Insurance Company, the CONSULTANT's actual cost to First American Title Insurance Company not to exceed \$26,975.00 for units delivered based on rates in the table below. (no change)

Item Description	Unit Type	Unit Cost Rate
Title Search	Each	\$225.00
Title Updates	Each	\$50.00

- (f) For historical surveys subcontracted to Heritage Research, Ltd., the CONSULTANT'S actual cost to Heritage Research, Ltd. based on a lump sum of \$12,021.45. (no change)
- (g) For archaeological surveys subcontracted to TRC Environmental Corporation, the CONSULTANT'S actual cost to TRC Environmental Corporation based on a lump sum \$3,584.34. (no change)

Compensation for authorized services for this contract shall not exceed \$800,588.09 (an increase of \$35,264.97)

"IF AUTHORIZED"

- (2) For the incorporation City-provided sanitary sewer, storm sewer trunk line and water main plans into the PROJECT, services to be Authorized by Notice to Proceed:
  - (a) For incorporation of City-provided utility plans, actual costs to the CONSULTANT's up to \$2,608.38 plus a fixed fee of \$197.37, not to exceed \$2,805.75. (no change)

Compensation for "if authorized by written notice to proceed" services for this contract shall not exceed \$2,805.75. (no change)

Total contract not to exceed \$803,393.84. (an increase of \$35,264.97)

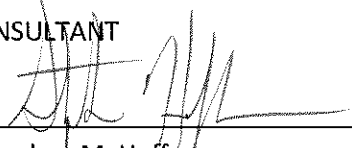
The DEPARTMENT REPRESENTATIVE is: Rich Glen, P.E., whose work address, e-mail address and telephone number are 1077 Centennial Centre Blvd., Hobart, WI 54155, [richglen@jt-engineering.com](mailto:richglen@jt-engineering.com), (920) 468-4771.

The CONSULTANT REPRESENTATIVE is: Doug Senso, P.E., whose work address, e-mail address and telephone number are 100 West Lawrence Street, Suite 412, Appleton, WI 54911-5754, [doug.senso@rasmithnational.com](mailto:doug.senso@rasmithnational.com), (920) 843-5731.

The MUNICIPALITY REPRESENTATIVE is: Mark Lahay, P.E., whose work address, e-mail address and telephone number are 100 N. Appleton Street, Appleton, WI 54911-4799, [mark.lahay@appleton.org](mailto:mark.lahay@appleton.org), (920) 832-6474.

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:   
Stephan M. Hoffmann

Title: Division Director

Date: 7/28/2016

For the DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the MUNICIPALITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VI. SPECIAL PROVISIONS

### SCOPE OF SERVICES

Under Section B. ENVIRONMENTAL, (2) Hazardous Materials/Contamination Assessments, add item (d) as following:

- (d) The CONSULTANT shall incorporate the results of the Phase 2 and 2.5 hazardous materials investigations into the project plans, estimate, and specifications.

Under Section B. ENVIRONMENTAL, add Item (4) as following:

- (4) Environmental Justice
  - (a) The CONSULTANT shall identify minority populations along the project and coordinate with the DEPARTMENT and MUNICIPALITY to satisfy the intent of the Environmental Justice requirements. These services include preparing the Environmental Justice Factor Sheet and developing "block level" mapping of minority populations for the Environmental Report.

Under Section C. AGENCY COORDINATION, add Item (2) as following:

- (2) U.S. Fish & Wildlife Service (FWS):

The CONSULTANT shall coordinate the project construction activities with the FWS as set forth in the MANUAL and include documentation to support no impacts to threatened or endangered species per FWS records.

Under Section G. SURVEYS, add Item (13) as following:

- (13) The CONSULTANT shall perform a topographical survey to supplement the MUNICIPALITY-provided and DEPARTMENT-provided topographical and utility information for the following areas:
  - (a) The southern end of the re-decked Skyline Bridge. The area to be surveyed will be approximately 300 feet north of the southern end of the bridge deck and to the end of the new approach slabs to the south.
  - (b) The area to be surveyed will be approximately 100 feet along the Houdini's Escape Gastro Pub restaurant frontage on Oneida Street and 40 feet behind the existing curb face across that frontage.

Under Section I. ROAD PLANS, add Item (5) as following:

- (5) The CONSULTANT shall develop the following design alternatives suitable for submittal as part of the 60% plan submittal milestone:
- A third alternative to incorporate the elimination of the raised median from Ramlen Court to Foster Street and to narrow the left turn lanes at the Seymour Street intersection on Oneida Street
  - A second alternative on Calumet Street east of Oneida Street to reduce the left turn lane length and shorten the left turn lane taper
  - Two alternatives on Orange Street (cul-de-sac the roadway at South Olde Oneida Street and develop the intersection with South Olde Oneida Street)
  - Two alternatives on South Olde Oneida Street (one without parking and one providing parking on the south/east side of the roadway)

Under Section N. PROSECUTION AND PROGRESS, replace Item (4) with the following:

- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by December 1, 2014.

	<u>(Date)</u>
Design Kick-off Meeting/OPM	12/15/14
30% Design Plans*	7/1/15
Pavement Design Report	5/1/15
TRANS 75 Checklist	6/1/15
Public Involvement Meeting	10/7/15 (updated)
Environmental Report Submittal	10/28/15 (updated)
Final Environmental Report	2/1/16 (updated)
60% Design Plans/Draft DSR Submittal*	1/15/16 (updated)
Preliminary R/W Plat and Slope Intercepts	1/15/16 (updated)
Final Design Study Report	3/15/16 (updated)
Final R/W Plat & Descriptions	4/1/16 (updated)
Utility Coordination Meeting #1	4/15/16 (updated)
Plan Submittal to Utilities	5/1/16 (updated)
Utility Coordination Meeting #2	8/1/16 (updated)
Draft PS&E Submittal*	5/1/17
Utility Coordination Meeting #3	5/15/17
Draft PS&E Review Meeting	6/15/17
Final PS&E Submittal*	8/1/17
Letting Date**	12/11/17

\*Includes Road Builder's Quantities and Estimate.

\*\*For informational purposes only.

Operator's Licenses for 2/10/16 S & L

Approved

Rachel L. Behling	706 E. 11 <sup>th</sup> Street, Kaukauna
Tracy C. Borzick	2510 S. Kerry Lane, #5
Shayne S. DeWitt	943 W. Cecil Street, Neenah
Alicia M. Eckstein	1211 S. Nicolet Road
Michael S. Grey	814 E. Kimberly Avenue, Kimberly
Zachary J. Hackstock	330 12 <sup>th</sup> Street, Neenah
Erin M. Harpt	W2474 Block Road
Brandi Jo Hughes	1111 S. Madison Street
Melissa A. Ingraham	200 N. Perkins Street, #110
Tabetha P. Johnson	W3130 E. Broadway Drive, #60
Heather N. Jost	48 Sherman Place
Callie Jo Knapp	327 E. Pacific Street
Russell T. Leary	1701 S. Jackson Street
Cara L. Mackey	428 S. James Street, Kimberly
Kirsten A. Michiels	1413 Geneva Road, Menasha
Jacob M. Nichols	337 W. Michigan Street
Julie M. Olk	111 William Court, Hortonville
Julie A. Parizek	501 N. Cambridge Drive
Hannah M. Porter	1310 Kampo Drive, Neenah
Erin Proctor	924 W. 5 <sup>th</sup> Street, #3
Priscilla D. Quade	W5095 Fox Lane, Sherwood
Austin C. Rustad	826 E. Apple Tree Lane
Rakeshkumar Shah	1032 S. Westland Drive
Alyssa J. Sommerfeldt	1720 N. Superior Street
Heidi M. Thorpe	1305 Lucerne Drive, #12, Menasha
Yer Vang	1803 S. Jackson Street
Angela K. Westenberger	1366 W. Hiawatha Drive
Jeremy J. Wilkinson	N2493 Whispering Pines Road, Waupaca
Elizabeth C. Wunderlich	1531 E. Marquette Street

## **#1-R-16**

**Mann, Meltzer, Martin & Williams**

Renaming the Fox River Properties to the **Ellen Kort Peace Park**

**WHEREAS**, Ellen Kort, named Wisconsin's first poet laureate in 2000 by Governor Tommy Thompson, is revered and regarded by many residents of Appleton as a cherished author, teacher and mentor, having played a significant role in the founding of the **Fox Cities Book Festival**, authoring 11 books and 8 collections of poetry as well numerous parochial books, including **The Fox Heritage: A History of Wisconsin Fox Cities**, **The Art of Labor: Building the Fox Cities Performing Arts Center** and **Wisconsin Quilts: Stories in the Stitches**, named an Outstanding Book of Wisconsin by the Wisconsin Library Association, having received numerous awards, including the Wisconsin Sesquicentennial Poetry Award, and the 2001 "Excellence In The Arts" Award among others, having taken part in Appleton's Compassion Project and having had her poetry installed in a number of public venues in Appleton including the Fox River Mall, the Appleton Heart Institute, City Center Plaza, and Appleton Public Library; is shown to have substantially contributed to the cultural significance and richness of Appleton; and

**WHEREAS**, Ellen used her skills as a poet and teacher to reach out to the Fox Valley community in numerous ways, teaching at local universities and schools and conducting writing workshops for at-risk teens, nurses, physicians and for survivors of cancer, AIDS and domestic abuse by sharing the fundamental tenants of her core beliefs, reflected in her indelible spirit of compassion and deep understanding of the human condition which manifested in aspirations of tolerance, acceptance, forgiveness and peace in her healing prose; and

**WHEREAS**, On March 3, 2015, The City of Appleton voted unanimously to move the land formerly known as the Appleton Water Treatment Plant on Water Street, the Fox River Properties, to the Parks and Recreation Department; and

**WHEREAS**, the City's Master Plan for Jones Park and the Fox River Properties, adopted in 2006, envisions this segment of prime public waterfront as the primary pedestrian nexus of Appleton's Fox River presence with arterial connections to Downtown and the expanding Fox River Corridor's trails and parkways; and

**WHEREAS**, the naming of the Fox River Properties is in accordance with the NAMING OF PUBLIC PARK LANDS policy adopted by the City in 1997, satisfying #1 and #6 of the acceptable naming criteria, as well as written approval and support of Ellen Kort's next of kin; and

**WHEREAS**, in 2001, Mayor Hanna presented a Proclamation to Ellen Kort - State of Wisconsin Poet Laureate – and designated February 27, 2001 as "Ellen Kort Day"; now, therefore,  
**BE IT RESOLVED**, that **on February 27th, Ellen Kort Day 2016**, the Fox River Properties be officially named the **Ellen Kort Peace Park**.

**CITY OF APPLETON**  
**Department of Public Works**  
**MEMORANDUM**

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

**SUBJECT:** Award of Contract

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**The Department of Public Works recommends that the following described work:**

Unit T-16 John Street Concrete Pavement Reconstruction

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**Be awarded to:** \_\_\_\_\_

Name: Vinton Construction

Address: 2705 N. Rapids Road

Manitowoc, WI 54221

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**In the amount of :** \$2,431,110.09

**With a** 1.6 **% contingency of :** \$40,350.00

**For a project total not to exceed :** \$2,471,460.09

**\*\* OR \*\***

**In an amount Not To Exceed :** \_\_\_\_\_

Budget: \$2,333,274.00

Estimate: \$2,500,000.00

Committee Date: 02/09/16

Council Date: 02/17/16



## T-16 BID TABULATION

Item	Description	Qty./	Unit	Vinton Construction		Ptaschinski Construction		Michels Paving	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
1	Furnish & Install 12" Doweled Colored Concrete Pavement	290	sq. yds	\$70.00	\$20,300.00	\$72.12	\$20,914.80	\$70.00	\$20,300.00
2	Furnish & Install 8" 3-Day High Early Concrete Pavement	200	sq. yds	\$37.72	\$7,544.00	\$40.85	\$8,170.00	\$45.31	\$9,062.00
3	Furnish & Install 8" Doweled Concrete Pavement	31,630	sq. yds	\$34.72	\$1,098,193.60	\$33.81	\$1,069,410.30	\$40.46	\$1,279,749.80
4	Furnish & Install 3" Asphalt Pavement	325	sq. yds	\$39.09	\$12,704.25	\$40.70	\$13,227.50	\$39.08	\$12,701.00
5	Furnish & Install 8" Stone Base	34,431	sq. yds	\$4.85	\$166,990.35	\$5.00	\$172,155.00	\$4.75	\$163,547.25
6	Excavation (Roadway)	15,262	cu. yds	\$10.93	\$166,813.66	\$9.75	\$148,804.50	\$8.50	\$129,727.00
7	Excavation (Mead Pool Berm)	5,543	cu.yds.	\$0.01	\$55.43	\$10.50	\$58,201.50	\$9.50	\$52,658.50
8	Furnish & Install Geogrid	34,431	sq. yds	\$1.79	\$61,631.49	\$2.10	\$72,305.10	\$1.85	\$63,697.35
9	Modular Block Gravity Retaining Wall	1,010	sq. ft.	\$32.00	\$32,320.00	\$35.00	\$35,350.00	\$35.00	\$35,350.00
10	Chain Link Fence	260	lin.ft.	\$20.50	\$5,330.00	\$40.00	\$10,400.00	\$20.50	\$5,330.00
11	Excavate & Haul Contaminated Soil	300	ton	\$0.01	\$3.00	\$20.00	\$6,000.00	\$30.00	\$9,000.00
12	Furnish & Install Extra Stone Base	300	ton	\$15.00	\$4,500.00	\$10.50	\$3,150.00	\$16.85	\$5,055.00
13	Furnish & Install 18" Concrete Curb & Gutter	1,160	lin.ft.	\$15.00	\$17,400.00	\$14.45	\$16,762.00	\$15.00	\$17,400.00
14	Furnish & Install 30" Concrete Curb & Gutter	460	lin.ft.	\$18.50	\$8,510.00	\$11.34	\$5,216.40	\$18.50	\$8,510.00
15	Furnish & Install 7" Colored Concrete	250	sq.ft.	\$6.90	\$1,725.00	\$6.50	\$1,625.00	\$7.13	\$1,782.50
16	Furnish & Install 5" Colored Concrete	2,780	sq.ft.	\$5.15	\$14,317.00	\$5.67	\$15,762.60	\$5.38	\$14,956.40
17	Furnish & Install 7" Concrete Driveway Apron	3400	sq.ft.	\$4.75	\$16,150.00	\$4.29	\$14,586.00	\$5.13	\$17,442.00
18	Furnish & Install 5" Concrete Driveway Apron	7660	sq.ft.	\$3.70	\$28,342.00	\$3.94	\$30,180.40	\$4.08	\$31,252.80
19	Furnish & Install 7" Concrete Sidewalk	3365	sq.ft.	\$4.75	\$15,983.75	\$4.39	\$14,772.35	\$5.13	\$17,262.45
20	Furnish & Install 5" Concrete Sidewalk	21430	sq.ft.	\$3.70	\$79,291.00	\$3.54	\$75,862.20	\$4.08	\$87,434.40
21	Furnish & Install 4" Concrete Sidewalk	32260	sq.ft.	\$3.90	\$125,814.00	\$3.43	\$110,651.80	\$4.28	\$138,072.80
22	Furnish & Install 7" Concrete Handicap Ramp	3,928	sq.ft.	\$4.75	\$18,658.00	\$4.55	\$17,872.40	\$5.13	\$20,150.64
23	Furnish & Install Truncated Dome	600	sq. ft.	\$28.00	\$16,800.00	\$28.28	\$16,968.00	\$28.00	\$16,800.00
24	Furnish & Install 7" Private Concrete Driveway	3025	sq.ft.	\$4.75	\$14,368.75	\$4.29	\$12,977.25	\$5.13	\$15,518.25
25	Furnish & Install 5" Private Concrete Driveway	4750	sq.ft.	\$3.70	\$17,575.00	\$3.94	\$18,715.00	\$4.08	\$19,380.00
26	Furnish & Install 3" Private Asphalt Driveway	3010	sq.ft.	\$3.89	\$11,708.90	\$4.35	\$13,093.50	\$3.88	\$11,678.80
27	Concrete Pavement Removal	29205	sq. yds.	\$0.01	\$292.05	\$2.30	\$67,171.50	\$3.75	\$109,518.75
28	Asphalt Pavement Removal	415	sq. yds.	\$2.00	\$830.00	\$2.50	\$1,037.50	\$5.00	\$2,075.00
29	Concrete Curb & Gutter Removal	150	lin.ft.	\$2.00	\$300.00	\$3.00	\$450.00	\$36.00	\$5,400.00
30	Asphalt & Concrete Driveway Apron Removal	12924	sq. ft.	\$0.30	\$3,877.20	\$0.35	\$4,523.40	\$0.50	\$6,462.00
31	Asphalt & Concrete Handicap Ramp Removal	2582	sq. ft.	\$0.30	\$774.60	\$0.35	\$903.70	\$0.75	\$1,936.50
32	Asphalt & Concrete Sidewalk Removal	45,420	sq. ft.	\$0.45	\$20,439.00	\$0.35	\$15,897.00	\$0.50	\$22,710.00
33	Private Concrete Drive Removal	4878	sq.ft.	\$0.45	\$2,195.10	\$0.35	\$1,707.30	\$0.90	\$4,390.20
34	Private Asphalt Drive Removal	4116	sq.ft.	\$0.45	\$1,852.20	\$0.35	\$1,440.60	\$0.50	\$2,058.00
35	Full Depth Saw Cut	2000	lin.ft.	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$2.15	\$4,300.00
36	Drill Tie Bars	275	each	\$7.00	\$1,925.00	\$8.00	\$2,200.00	\$10.78	\$2,964.50
37	Furnish & Install Terrace Restoration	10475	sq. yds	\$4.75	\$49,756.25	\$4.75	\$49,756.25	\$4.75	\$49,756.25
38	Furnish & Install Seed, Fertilizer, & Mulch	10,475	sq. yds	\$0.65	\$6,808.75	\$0.65	\$6,808.75	\$0.65	\$6,808.75
39	Furnish & Install D.O.T. "D" Inlet Protection	53	each	\$80.00	\$4,240.00	\$100.00	\$5,300.00	\$100.00	\$5,300.00
40	Adjust Storm Manhole Casting	32	each	\$50.00	\$1,600.00	\$250.00	\$8,000.00	\$409.87	\$13,115.84
41	Adjust Sanitary Manhole Casting	28	each	\$50.00	\$1,400.00	\$250.00	\$7,000.00	\$409.87	\$11,476.36
42	Adjust Inlet Casting	15	each	\$50.00	\$750.00	\$150.00	\$2,250.00	\$421.59	\$6,323.85
43	Remove Inlet/Manhole	26	each	\$200.00	\$5,200.00	\$250.00	\$6,500.00	\$426.17	\$11,080.42
44	Abandon Inlet/Lead	18	each	\$345.00	\$6,210.00	\$200.00	\$3,600.00	\$411.17	\$7,401.06
45	Furnish & Install 48" Storm Manhole	57	vert.ft.	\$294.00	\$16,758.00	\$375.00	\$21,375.00	\$412.98	\$23,539.86
46	Furnish & Install 60" Storm Manhole	23	vert.ft.	\$471.00	\$10,833.00	\$330.00	\$7,590.00	\$746.28	\$17,164.44
47	Furnish & Install Sanitary Manhole Casting Only	5	each	\$546.00	\$2,730.00	\$550.00	\$2,750.00	\$848.87	\$4,244.35
48	Furnish & Install Storm Manhole Casting Only	5	each	\$535.00	\$2,675.00	\$550.00	\$2,750.00	\$851.29	\$4,256.45
49	Furnish & Install "E" Inlet Casting Only	5	each	\$452.00	\$2,260.00	\$600.00	\$3,000.00	\$634.94	\$3,174.70
50	Furnish & Install "C" Inlet Casting Only	7	each	\$420.00	\$2,940.00	\$550.00	\$3,850.00	\$599.89	\$4,199.23
51	Furnish & Install "C" Inlet w/Casting	25	each	\$1,600.00	\$40,000.00	\$2,000.00	\$50,000.00	\$1,870.11	\$46,752.75
52	Furnish & Install "E" Inlet w/Casting	13	each	\$1,600.00	\$20,800.00	\$2,050.00	\$26,650.00	\$1,910.03	\$24,830.39
53	Furnish & Install Yard Drain	1	each	\$1,467.00	\$1,467.00	\$1,000.00	\$1,000.00	\$1,187.47	\$1,187.47

Item	Description	Qty./	Unit	Vinton Construction		Ptaschinski Construction		Michels Paving	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
54	Furnish & Install 12" Storm Sewer Main	280	lin.ft.	\$104.40	\$29,232.00	\$64.00	\$17,920.00	\$71.10	\$19,908.00
55	Furnish & Install 12" Storm Sewer Inlet Lead	712	lin.ft.	\$39.48	\$28,109.76	\$65.00	\$46,280.00	\$77.66	\$55,293.92
56	Furnish & Install 6" Storm Lateral	30	lin.ft.	\$35.00	\$1,050.00	\$45.00	\$1,350.00	\$33.40	\$1,002.00
57	Storm Lateral Hook-up	2	each	\$50.00	\$100.00	\$150.00	\$300.00	\$299.37	\$598.74
58	Furnish & Install 6" Mini Sewer	110	lin.ft.	\$27.00	\$2,970.00	\$25.00	\$2,750.00	\$27.38	\$3,011.80
59	Furnish & Install 6" Storm Riser	50	lin.ft.	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$29.13	\$1,456.50
60	Connect Sump Pump	5	each	\$50.00	\$250.00	\$150.00	\$750.00	\$150.90	\$754.50
61	Furnish & Install Sanitary Manhole Seal 1 pc.	3	each	\$25.00	\$75.00	\$500.00	\$1,500.00	\$398.75	\$1,196.25
62	Furnish & Install Sanitary Manhole Seal 2 pc.	28	each	\$50.00	\$1,400.00	\$444.00	\$12,432.00	\$655.34	\$18,349.52
63	Furnish & Install Sanitary Manhole Seal 3 pc.	3	each	\$75.00	\$225.00	\$500.00	\$1,500.00	\$786.62	\$2,359.86
64	Notify Property Owners	1	lump sum	\$30,000.00	\$30,000.00	\$1,000.00	\$1,000.00	\$19,815.00	\$19,815.00
65	Remove Existing Pavement Marking	200	lin.ft.	\$2.25	\$450.00	\$2.25	\$450.00	\$2.00	\$400.00
66	Pavement Marking (Epoxy) (4")	8890	lin.ft.	\$0.75	\$6,667.50	\$0.75	\$6,667.50	\$0.75	\$6,667.50
67	Pavement Marking (Epoxy) (6") (Bike Lanes)	12075	lin.ft.	\$0.85	\$10,263.75	\$0.85	\$10,263.75	\$0.85	\$10,263.75
68	Pavement Marking (Epoxy) (6") (Cross Walks)	2175	lin.ft.	\$6.50	\$14,137.50	\$6.50	\$14,137.50	\$6.50	\$14,137.50
69	Pavement Marking (Epoxy) (8")	1675	lin.ft.	\$0.95	\$1,591.25	\$0.95	\$1,591.25	\$0.95	\$1,591.25
70	Pavement Marking (Epoxy) (12")	930	lin.ft.	\$8.75	\$8,137.50	\$8.75	\$8,137.50	\$8.75	\$8,137.50
71	Pavement Marking (Epoxy) (18")	340	lin.ft.	\$9.25	\$3,145.00	\$9.25	\$3,145.00	\$9.25	\$3,145.00
72	Pavement Marking (Grooved Preformed Thermoplastic) (	310	lin.ft.	\$28.95	\$8,974.50	\$28.95	\$8,974.50	\$28.95	\$8,974.50
73	Pavement Marking (Epoxy) (Arrows & Symbols)	49	each	\$175.00	\$8,575.00	\$175.00	\$8,575.00	\$175.00	\$8,575.00
74	Pavement Marking (Epoxy) (Curb)	110	lin.ft.	\$9.50	\$1,045.00	\$9.50	\$1,045.00	\$9.50	\$1,045.00
75	Pavement Marking (Epoxy) (Island Nose)	6	each	\$125.00	\$750.00	\$125.00	\$750.00	\$125.00	\$750.00
76	Remove Concrete Base	13	each	\$100.00	\$1,300.00	\$100.00	\$1,300.00	\$100.00	\$1,300.00
77	Conduit Nonmetal, SCH80, 2"	6342	lin.ft.	\$4.50	\$28,539.00	\$4.50	\$28,539.00	\$4.50	\$28,539.00
78	Conduit Nonmetal, SCH80, 3"	130	lin.ft.	\$6.00	\$780.00	\$6.00	\$780.00	\$6.00	\$780.00
79	Concrete Bases, City, Type 1 (12 3/4" BC)	6	each	\$575.00	\$3,450.00	\$575.00	\$3,450.00	\$575.00	\$3,450.00
80	Concrete Bases, Type 2	11	each	\$775.00	\$8,525.00	\$775.00	\$8,525.00	\$775.00	\$8,525.00
81	Concrete Bases, Type 5	15	each	\$675.00	\$10,125.00	\$675.00	\$10,125.00	\$675.00	\$10,125.00
82	Concrete Bases, Type 7	4	each	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00
83	Furnish and Install Precast Concrete Cabinet Base	1	each	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
84	Pull Boxes, Steel - 24" X 42"	7	each	\$600.00	\$4,200.00	\$600.00	\$4,200.00	\$600.00	\$4,200.00
85	Furnish & Install Traffic Control	1	lump sum	\$35,000.00	\$35,000.00	\$54,286.00	\$54,286.00	\$120,760.00	\$120,760.00
TOTAL: BID ITEM 1 THROUGH 85:					\$2,431,110.09		\$2,557,218.60		\$2,975,958.15

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

**The Department of Public Works recommends that the following described work:**

**Be awarded to:**

Name: NuGen Johnson, LLC

Address: PO Box 148

Sussex, WI 53089

**In the amount of :** **\$143,989.00**

**With a 3.4 % contingency of : \$5,000.00**

**For a project total not to exceed :** \$148,989.00

**\*\* OR \*\***

**In an amount Not To Exceed :**

Budget:	<u>\$140,000.00</u>
Estimate:	<u>\$134,000.00</u>
Committee Date:	<u>02/09/16</u>
Council Date:	02/17/16

**H-16 BID TABULATION**  
**Prospect Avenue & Jackman Street Stairs**

Item	Description	Qty./	Unit	NuGen Johnson, LLC		Pheifer Brothers	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
1	Mobilization	1	lump sum	\$33,478.00	\$33,478.00	\$19,396.87	\$19,396.87
2	Excavation for Structures Stairs	1	lump sum	\$13,362.00	\$13,362.00	\$9,300.00	\$9,300.00
3	Stair Foundations	1	lump sum	\$20,771.00	\$20,771.00	\$31,200.00	\$31,200.00
4	Metal Stair	1	lump sum	\$64,845.00	\$64,845.00	\$135,800.00	\$135,800.00
5	Anchor Assemblies for Light Poles	2	each	\$1,098.00	\$2,196.00	\$1,800.00	\$3,600.00
6	Paint Existing Piles	1	lump sum	\$1,408.00	\$1,408.00	\$5,925.00	\$5,925.00
7	Erosion Control	1	lump sum	\$1,794.00	\$1,794.00	\$2,500.00	\$2,500.00
8	Furnish & Install DOT "D" Inlet Protection	5	each	\$116.00	\$580.00	\$110.00	\$550.00
9	Furnish & Install Silt Fence	100	lin.ft.	\$7.30	\$730.00	\$2.50	\$250.00
10	Furnish & Install Sediment Logs	30	lin.ft.	\$7.50	\$225.00	\$10.00	\$300.00
11	Furnish & Install Silt Sock	40	lin.ft.	\$7.50	\$300.00	\$15.00	\$600.00
12	Traffic Control	1	lump sum	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00
TOTAL: BID ITEM 1 THROUGH 12:					\$143,989.00		\$213,721.87

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

**U-16 BID TABULATION**  
**Olde Oneida Street over the Fox River Pier 1 Column Repairs**

<u>Item</u>	<u>Description</u>	<u>Qty./</u>	<u>Unit</u>	<i>Nordic Group</i>		<i>Janke General Contractors</i>	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
1	Mobilization	1	lump sum	\$8,560.00	\$8,560.00	\$55,000.00	\$55,000.00
2	Concrete Masonry Seal	5	cu.yds.	\$1,984.00	\$9,920.00	\$2,650.00	\$13,250.00
3	Bar Steel Reinforcement	101	pounds	\$126.24	\$12,750.24	\$110.00	\$11,110.00
4	Structural Steel Carbon	1,020	pounds	\$14.62	\$14,912.40	\$20.00	\$20,400.00
5	Traffic Control	1	lump sum	\$5,550.00	\$5,550.00	\$11,000.00	\$11,000.00
<b>TOTAL: BID ITEM 1 THROUGH 5:</b>					<b>\$51,692.64</b>		<b>\$110,760.00</b>



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

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Department of Utilities  
Water Treatment Facility  
2281 Manitowoc Road  
Menasha, WI  
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 Director Chris Shaw

**DATE:** February 5, 2016

**RE:** *Utilities Committee Action: Approve the Purchase and Installation of Emission Control Equipment on AWTF Generators to FABIC Power Systems for \$115,718 with a contingency of \$15,000 and a project total not to exceed \$130,718*

*Finance Committee Action: Approve positive fund balance transfer of \$130,718 from the Regulatory Upgrade and Process Improvement Project to the AWTF Generator Emissions Control Project*

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**BACKGROUND:**

Since 2001, the AWTF has been engaged in a capacity program contract with Wisconsin Public Power Inc. (WPPI). The agreement and subsequent amended agreement have provided WPPI with additional electrical capacity from the City's 3.5 Mw generators. In return, the Utility has received \$70,000 - \$100,000 in annual revenues. The 2013 U.S. Environmental Protection Agency (EPA) RICE rule (for reciprocating internal combustion engines) was created with the goal to reduce emissions of toxic air pollutants from "non-emergency" engines. The AWTF stand-by generators are used for emergency back-up power during power outages which are not restricted by EPA RICE rules as well as for non-emergency purposes which include maintenance, testing, and run hours associated with a capacity agreement. The 2013 RICE rules necessitated a modified WPPI capacity agreement to restrict non-emergency hours and ensure federal compliance. In doing so it decreased payments from WPPI to the AWTF \$4.00/kW to \$3.00 per kW.

The AWTF generator run hours have historically been less than EPA RICE thresholds for emergency generators specified within 40 CFR 63 Subpart ZZZZ, Sect 63.6640(f). However, recent challenges to the EPA RICE rules is anticipated to result in an amendment that will decrease non-emergency operation from 100 hours to 50 hours placing at risk the WPPI capacity agreement and compliance with EPA Clean Air Act regulations. WPPI has indicated that they would not be able to continue the current agreement following a federal rule change.

In order to continue to generate revenues from WPPI the City is required to engage in a project to install generator pollution control equipment. In doing so, WPPI would reestablish the original capacity agreement rate of \$4.00/kW which would generate revenues closer to \$100,000/year at current maximum energy demand. If the City completes this project by June 1, 2016 the existing agreement would be amended to include greater runtime thresholds and the higher rate. If the project is not completed until later in the year the City could make arrangements for an agreement in 2017.

**PROJECT FUNDING SOURCE:**

This project was not accounted for in the 2016 budget and a budget transfer will be necessary to move the project forward. The Regulatory Upgrade and Process Improvement Project (RUPIP) has available funding that would cover the project equipment and installation shortfall.

**RECOMMENDATION:**

Approve purchase and installation of emission control equipment to FABIC Power Systems in the amount of \$115,718 with a contingency of \$15,000 and a project total not to exceed \$130,718

Approve positive fund balance transfer of \$130,718 from the Regulatory Upgrade and Process Improvement Project to the AWTF Generator Emissions Control Project.

If you have any questions regarding this project please contact Chris Shaw at ph: 920-832-5945





# MEMORANDUM

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TO: CEDC

FROM: Karen Harkness, Director of Community & Economic Development

DATE: February 5, 2016

RE: Hinshaw & Culbertson Engagement Letter for Phase IV of Exhibition Center

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Attached is the Hinshaw & Culbertson (H & C) Engagement Letter for Phase IV of the Exhibition Center.

The services and fee are divided into two distinct parts.

A flat fee of \$240,000 to be completed within Phase IV scope of work by July 2016.

The other scope of services relating to real estate transactions will be billed at an hourly rate ranging from \$200 to \$465 per hour. The time needed for this scope is too unpredictable to apply a flat fee because it is possible that the fees will be minimal, but it is also possible that more work will be needed.

The division of work and fees is to allow the City, ARA and H & C to budget and manage the work effectively and efficiently.

The Engagement Letter also reviews the deliverables from Phases I, II & III.

## **Overview of Phase IV Objectives For Flat Fee:**

- Participate in the financial advisor selection process and collaboration. Coordinate the efforts of the City's prime independent, third-party advisors.
- Alternate financing paths are identified.
- Act as local counsel for bond issuance including opinion letters to the City's Bond Counsel, drafting of loan and other documents, and coordinating the completion and delivery of all required information to Bond Counsel.
- Participate in finance meetings, negotiations, and closing to facilitate and expedite financing.
- Assist the City in understanding its options for how to most cost effectively design and construct.

## **Overview of Phase IV Objectives For Hourly Fee Requires Written Direction from the City:**

- Items such as environmental indemnity that relate to real estate transactions.

January 1, 2016

Karen Harkness  
Community and Economic Development  
City of Appleton  
VIA EMAIL

Re: Fox Cities Exhibition Center

Dear Karen:

Thank you for the continued opportunity to serve the City of Appleton (City) with respect to the Fox Cities Exhibition Center (FCEC). Below you will find a summary of the work we recently completed in our phase III of services of which the flat fee portion of our work pertaining to the closing of the real estate for the construction of the FCEC on November 25, 2015 and the hourly fee portion of our phase III work will be concluded on December 31, 2015.

As we move into our phase IV of our work I thought it would be good to recap our progress to date and then provide an overview of the work we will complete during phase IV. To put in context the work just completed as well as the work we will be undertaking as we move ahead, I will provide a brief recap of Phase I and Phase II (which is described in greater detail in prior engagement letters) and then provide a more detailed description of the work we are just completing.

#### **Phase I & II Overview:**

Key accomplishments/activities during Phase I included review with City Staff of the due diligence related to the purchase agreement, a review of the governing documents of the Appleton Redevelopment Authority, a comparison of alternative ownership structures and analysis of the project's eligibility under tax exempt status. Through our work with the City's bond counsel and hotel management we were able to obtain approval on a structure that would provide the facility with the greatest opportunity to be financed with tax exempt bonds.

Key accomplishments during Phase II included the approval of the purchase agreement by the City of land from the County, identification and remediation of a deficient financing structure that may have prevented tax-exempt status for the project, identification of current and potential sources and economic modeling of various techniques that could likely save the City many times the cost of our services.

### **Phase III Review:**

#### **1. Coalition Establishment**

Hinshaw provided objective planning recommendations and strategy to assist the development of the ten communities into a unified coalition for the financing, ownership and management of the FCEC. This work included the creation of an objectively balanced financial contribution plan from each community, and a developmental and operational oversight and participation plan for all of them to be involved in the FCEC's construction and oversight. In developing an 'ask' from each community stakeholder's participation, we objectively weighed the source and quality of the region's hotel taxes, and the financing risk to construct a financial model that allowed the stakeholders to more fully and quickly appreciate and agree upon a plan documented by ordinance(s) and or intergovernmental agreement(s). A fundamental aspect of our work in this area drove the coalition building amongst the local government stakeholders that allowed all of them to reach agreement that was ultimately memorialized in intergovernmental agreements. As part of this work, we also:

- a) Drafted intergovernmental agreements and ordinance(s) to have such agreements authorized by each of the local government coalition members, including custom ordinances for each municipality and follow-up to collect the executed agreements; and
- b) Reviewed governmental policies and procedures to allow the Hotel Tax Commission to work in harmony with bond documents, the management agreement, and any marketing agreement(s). Hinshaw advised the City with respect to the legal aspects of the hotel room tax commission structure necessary to accommodate bond requirements in particular as it relates to authorization of the central government assessment, collection, auditing and distribution of hotel room tax proceeds.

#### **2. Finance**

Coordination & Collaboration – Hinshaw unified the efforts of the City's prospective third-party advisors – (i.e. lead lender, financial advisor, bond counsel) as well as the City's internal directors who have a role in finance. In carrying out this financial coordination role, Hinshaw maintained a financial model developed so that the members of the coalition were able to more easily understand the financial issues, their role in such issues and to reach accord on the intergovernmental agreements.

Lender – During Phase III Hinshaw assisted the City with utilizing the financial model to review and discuss how the lending marketplace might respond to a borrowing collateralized by room tax as envisioned in the model prepared by Hinshaw. We engaged in discussions with parties familiar with the markets that may lend into this FCEC project. Hinshaw performed preliminary review of the market conditions for debt financing. During Phase II, Hinshaw had identified and contracted with a financial advisor for the project at a fee that was advantageous for the City. This contract did not move forward because the real estate purchase agreement was not approved by the City at that time. During Phase III, we maintained the contact and relationship with the financial advisor as well as others who may serve in that capacity. The primary focus with



respect to the finance piece of the project during Phase III was the financial model and assessing market conditions. The work relating to contracting with parties who will be involved in the debt structuring was by necessity deferred to Phase IV. Now that the real property is purchased, Phase IV will include the scope of services that builds upon the work done in Phase II and Phase III. During Phase III, Hinshaw has sought to minimize costs by avoiding overlap of services, minimizing errors to minimize gaps in required future services, as well as contribute to the efficient cohesive participation of all of these key professionals in the project. These professionals will include but are not limited to the identification of the City's / ARA's Financial / Municipal Advisor in accordance with the Municipal Securities Rulemaking Board (MSRB), its Bond Counsel, Issuer's Counsel, and Lender if applicable.

### 3. Management Agreement

Hinshaw negotiated and drafted the Fox Cities Exhibition Center Management Agreement, which was fully executed November 18, 2015.

### 4. Real Estate Closing

Hinshaw provided services related to the closing of the transaction with Outagamie County, including title policy review (successfully removed easement exceptions from Schedule BII of the title commitment), preparation of the warranty deed, Wisconsin Real Estate Transfer Return, Assignment of Environment Indemnification Agreement, Right of First Refusal, Closing Statement, and memorializing parking obligations of the City that survive closing and generally coordinated closing activity and requirements.

### **Phase IV:**

This letter is to memorialize the agreement we have reached regarding our firm's deliverables and fees for the project's next phase (Phase IV) of work. Our client in this work will continue to be the City of Appleton and the Appleton Redevelopment Authority (hereinafter collectively "Client" or "Clients") whose interests are aligned in this matter. As such, there is no expectation of confidentiality between the Clients. The City shall be the party responsible for the fees identified herein.

### **Phase IV Flat Fee Services:**

The scope of work we collectively created with the Clients includes three primary aspects of the project for which our firm will provide as flat fee services during Phase IV of this engagement:

#### **(1) Finance-Related Services**

**As noted above, Phase I, II and III laid the foundation for Phase IV Financing, which is where the planning will most likely result in a completed financing package for the FCEC. The following is a description of those items which will need to be accomplished to finance the construction of the FCEC.**

Financial Advisor Selection Process and Collaboration - Hinshaw will participate in the Financial Advisor Selection Process. Hinshaw will coordinate the efforts of the City's prime independent, third-party advisors – (i.e. lender, underwriter, municipal advisor, bond counsel) as well as the City's internal directors who have a role in finance. In carrying out this financial coordination role, Hinshaw Consulting will maintain the financial model to support the efforts of the financial advisor, underwriter and others with a role in financing the FCEC to reach accord on specific deal structuring terms. Hinshaw will further assist the City in its identification of, scoping services for and negotiating fees with other professionals. Hinshaw will continue to seek to minimize costs by avoiding overlap of services, minimizing errors to minimize gaps in required services, as well as contribute to the efficient cohesive participation of all of these key professionals in the project. The professionals identified will include, but are not limited to, the Financial / Municipal Advisor in accordance with the Municipal Securities Rule Making Board (MSRB), its Bond Counsel, Issuer's Counsel and Lender/Underwriter if applicable. Given the uncertain form and timetable for the project's funding, one of various funding paths may be selected which will determine when Hinshaw's duties under Phase IV will conclude with respect to Finance-Related Services. Although we cannot predict the precise path the financing will take, we would like to identify alternate paths so that we can both have a reasonable expectation of the services to be provided under Phase IV Financing. The description of the paths are as follows:

- (a) The primary objective includes a path that combines construction financing within the long term financing package. If this package is identified as the most advantageous to the Project, then Hinshaw's Phase IV Finance-Related Services will be concluded upon the closing of the financing package.
- (b) A second path may include construction financing package that is distinct from the long-term financing package. In this situation the construction financing will be documented separately from the long-term financing package and the long-term financing package will be deferred until the construction is complete. The reason this option may be utilized is because of the interest savings by not having to draw the entire cost of the project before the money is needed. The interest savings of this type of approach would need to be balanced with the inherent market risks of deferring the locking in of long term interest rates. Hinshaw will assist in exploring the available options while working with the financial advisor and other professionals that can provide advice and counsel so that the stakeholders have information necessary to decide the best course of action. In this instance, Hinshaw's Phase IV Finance-Related Services will be concluded upon the closing of the construction loan and the completion of all legal documentation relating to that loan. Subsequent work relating to the long-term financing package would be outside the scope of Phase IV.
- (c) In the event that Client does not proceed with the financing options contemplated in (a) or (b) above and no suitable alternative is agreed upon, Hinshaw's Phase IV Finance-Related Services will be deemed completed on July 31, 2016.



## **(2) Issuer's Counsel Services**

Hinshaw will act as local counsel for bond issuance including opinion letters to the City's Bond Counsel, drafting of loan documents (if requested by bond counsel) and other required documents, and coordinating the completion and delivery of all required information to Bond Counsel. Hinshaw will participate in finance meetings, negotiations, and closing to facilitate and expedite financing.

## **(3) Development Process Advice**

Hinshaw will provide input with respect to varying process options as to how to manage the development and construction of the Exhibition Center project. This advice shall include a review the different delivery methods available to the City and the pros and cons of the methods. Additionally, Hinshaw will advise on how to initiate the process selected. This scope is limited to advice and counsel and does not include the work arising from the selected development process.

Scope limit on document review: Under the Phase IV Flat Fee portion we shall prepare and review the financing documents. The Flat Fee portion includes up to three rounds of comments by bond counsel and other interested parties. Prior to the third round of comments, we will inform and advise the City of the status and mutually cooperate to minimize further comments and additional costs. After the third round of comments, the services for completing drafting shall be billed at hourly rates for the time expended.

### **Phase III/IV Hourly Services:**

Post-closing follow-up to the real estate closing:

Complete steps necessary following the closing of a transaction. In addition, provide advice and counsel respecting the notice of assignment of the environmental indemnity. Real Estate services as described herein shall be provided primarily by Attorney Ben LaFrombois.

Our firm's hourly services will be provided by our firm's professionals whose particular expertise is required to advance the deliverables outlined above. The parties anticipate that members of the Hinshaw team will include Paul Nicolosi (Partner with extensive municipal experience with projects such as the Exhibition Center), Gino Galluzzo (Partner with extensive municipal experience with projects such as the Exhibition Center), Kevin Schauer (analyst with extensive experience with municipal projects of this type), Greg Cox (Partner with in-depth experience with intergovernmental agreements and the strategies to enact them), Kelly Hintzsche (experienced associate with experience with similar projects), Courtney Cocciemiglio (attorney and architect with commercial real estate, design and development expertise), Alyssa Campbell (Appleton based associate to support the above services in an economical and efficient manner) and others as deemed appropriate by our firm. We will apply the hourly rates typically charged for these professionals. Out of scope services shall be approved in writing by the City prior to the services being provided. All hourly fees shall be billed and paid monthly. Frequently

January 1, 2016

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multiple events are contained in a single time entry with sufficient detail to describe the consolidated work provided by the professional and the time for all such events aggregated.

The hourly rates for the attorneys listed above range from \$230 to \$465 per hour. The hourly rates of other attorneys which may be used range from \$200 to \$465 per hour.

**The Basic Relationship Terms (Client, Direction, Disclosure & Confidentiality including Disclosure regarding Hinshaw Law & Consulting) are unchanged from prior phases of services, unless the more specific and detailed provision is contained herein such as the identification of the client as both the City of Appleton and the Appleton Redevelopment Authority.**

It is the intent of the City and Hinshaw to cooperatively pursue the scope of services described above. The City and Hinshaw will communicate regularly regarding progress toward completing the scope of services. Hinshaw shall work diligently toward achieving the objectives defined above without any guarantee with respect to results.

**The Ongoing General Services are unchanged from prior phases of services.**

**Other than as listed below, the miscellaneous items remain unchanged from prior phases of services.**

Compensation and Reimbursable Expenses

We have agreed that our firm's services and fees under the Phase IV Flat Fee will be a flat fee of \$240,000.00, payable in equal monthly installments to be fully paid by the end of July, 2016. All monthly payments of the flat fee are due on the 15<sup>th</sup> of the respective month without further invoicing and should be made payable to Hinshaw Consulting in reference to the matter number to be assigned upon approval of this letter and sent to:

Attn: Jose Leon  
222 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

The hourly fee portion of our firm's services will be billed monthly and shall be due within thirty days from the date of the invoice.

In the event payment is not timely received, Hinshaw will issue an invoice notifying the Client of the amount due.

Phase IV work will conclude no later than July, 2016, subject to the Client's approval.

In addition to these fees, the City shall be responsible for payment of all costs and disbursements reasonably incurred by Hinshaw on its behalf to the extent that said expenses are approved in writing and in advance by the Client. Such costs and disbursements may include, but are not

January 1, 2016

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limited to, photocopying, travel expenses (economy class unless otherwise approved in advance), and internet research charges such as Westlaw or other specialized database related to the services being provided.

This Agreement is made effective as of the 1<sup>st</sup> day of January, 2016.

Yours truly,

HINSHAW & CULBERTSON LLP



Benjamin D. LaFrombois

920-380-2067

blafrombois@hinshawlaw.com

BDL:sf

Accepted and agreed to:

REDEVELOPMENT AUTHORITY OF THE  
CITY OF APPLETON, WISCONSIN

CITY OF APPLETON

By: \_\_\_\_\_  
Karen Harkness, Executive Director

By: \_\_\_\_\_  
Timothy Hanna, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_





*"...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  
**CC:** Utilities Director Chris Shaw  
**FROM:** Environmental Programs Coordinator Brian Kreski  
**DATE:** February 5, 2016  
**RE:** Award the 2016-2018 Biosolids Transportation and Land Application Services Contract to Veolia Environmental Services.

---

#### **BACKGROUND:**

The Appleton Wastewater Treatment Plant (AWWTP) annually land applies approximately 20,000 wet tons of biosolids to agricultural fields as part of the Biosolids Management Program. The program is committed to effectively manage and utilize 100% of the biosolids produced through beneficial use alternatives such as agricultural land application and biosolids composting. Each year the AWWTP has contracted the transportation, land application, and incorporation of approximately 90% of the biosolids produced to permitted agricultural sites for land application as far away as 80 miles (one way).

The AWWTP has been under contract with Veolia since 1999 and has included two extensions during this time period. Veolia has provided the AWWTP with effective biosolids transportation and land application during the contract period ending on December 31, 2015. Given the time elapsed since the last quotation process (1998) it was determined necessary to seek competitive quotes for 2016. Table 1 below summarizes the bid pricing by individual contractors on an annual cost basis. This annual cost is derived by using an internal 5 year volume average and transportation distances.

#### **QUOTATIONS:**

The AWWTP sent out a total of nine (9) RFQs with six (6) submitted back for review. On February 1, 2016 the City reviewed the contractor quotes and verified that all contractors met submittal requirements. The following table summarizes the projected service fee structure for each firm over the three year contract period.

**Table 1:**

<b>Year</b>	<b>Veolia</b>	<b>Full Service Organics Mgmt.</b>	<b>Bytec</b>	<b>Beneficial Reuse Mgmt.</b>	<b>United Liquid Waste</b>	<b>Synagro</b>
2016	\$302,290	\$306,866	\$325,550	\$337,250	\$349,774	\$485,743
2017	\$310,650	\$313,007	\$323,552	\$342,578	\$349,774	\$492,995
2018	\$310,650	\$319,299	\$333,170	\$348,096	\$349,774	\$500,444
<b>3 year</b>	<b>\$923,590</b>	<b>\$939,172</b>	<b>\$982,272</b>	<b>\$1,027,924</b>	<b>\$1,049,323</b>	<b>\$1,479,182</b>

**RECOMMENDATION:**

I am requesting that the 2016-2018 Biosolids Transportation and Application Services Contract be awarded to Veolia based on the attached service fee summary.

If you have any questions or require additional information regarding this contract award or the AWWTP biosolids program please contact Brian Kreski at 920-832-5945.

**Request for Quotation**  
**Biosolids Land Application Services**

	Veolia			Full Service Organics			Bytec			Beneficial Reuse Mgmt			United Liquid Waste			Synagro		
	2016	2017	2018	2016	2017	2018	2016	2017	2018	2016	2017	2018	2016	2017	2018	2016	2017	2018
Mileage Range																		
0-15.9	\$10.01	\$10.31	\$10.31	\$10.01	\$10.21	\$10.41	\$13.00	\$13.00	\$13.39	\$10.90	\$11.05	\$11.21	\$10.97	\$10.97	\$10.97	\$13.47	\$13.67	\$13.88
16-20.9	\$10.90	\$11.22	\$11.22	\$10.90	\$11.12	\$11.34	\$13.00	\$13.00	\$13.39	\$11.24	\$11.40	\$11.56	\$11.67	\$11.67	\$11.67	\$14.93	\$15.15	\$15.38
21-25.9	\$11.47	\$11.81	\$11.81	\$11.47	\$11.70	\$11.93	\$13.00	\$13.00	\$13.39	\$12.08	\$12.26	\$12.44	\$12.42	\$12.42	\$12.42	\$16.33	\$16.57	\$16.82
26-30.9	\$12.56	\$12.93	\$12.93	\$12.56	\$12.81	\$13.07	\$14.95	\$14.95	\$15.40	\$12.93	\$13.12	\$13.32	\$13.20	\$13.20	\$13.20	\$17.73	\$18.00	\$18.27
31-35.9	\$12.76	\$13.14	\$13.14	\$12.56	\$12.81	\$13.07	\$14.95	\$14.95	\$15.40	\$13.69	\$13.90	\$14.11	\$14.00	\$14.00	\$14.00	\$19.12	\$19.41	\$19.70
36-40.9	\$13.00	\$13.39	\$13.39	\$13.00	\$13.26	\$13.53	\$14.95	\$14.95	\$15.40	\$14.54	\$14.77	\$14.99	\$14.86	\$14.86	\$14.86	\$20.52	\$20.83	\$21.14
41-45.9	\$13.50	\$13.90	\$13.90	\$13.50	\$13.77	\$14.05	\$16.95	\$16.95	\$17.43	\$15.39	\$15.63	\$15.87	\$15.80	\$15.80	\$15.80	\$21.95	\$22.28	\$22.61
46-50.9	\$14.01	\$14.43	\$14.43	\$14.01	\$14.29	\$14.58	\$16.95	\$16.95	\$17.43	\$16.15	\$16.41	\$16.67	\$16.74	\$16.74	\$16.74	\$23.38	\$23.73	\$24.09
51-55.9	\$14.91	\$15.35	\$15.35	\$15.41	\$15.72	\$16.03	\$16.95	\$16.95	\$17.43	\$17.00	\$17.27	\$17.55	\$17.68	\$17.68	\$17.68	\$24.78	\$25.15	\$25.53
56-60.9	\$15.41	\$15.87	\$15.87	\$16.12	\$16.44	\$16.77	\$19.00	\$19.00	\$19.57	\$17.76	\$18.05	\$18.34	\$18.62	\$18.62	\$18.62	\$26.17	\$26.56	\$26.96
61-65.9	\$16.12	\$16.60	\$16.60	\$16.93	\$17.27	\$17.62	\$19.00	\$19.00	\$19.57	\$18.53	\$18.83	\$19.13	\$19.56	\$19.56	\$19.56	\$27.60	\$28.01	\$28.43
66-70.9	\$16.93	\$17.43	\$17.43	\$17.75	\$18.11	\$18.47	\$22.25	\$22.25	\$22.91	\$19.29	\$19.61	\$19.93	\$20.50	\$20.50	\$20.50	\$29.03	\$29.47	\$29.91
71-75.9	\$17.75	\$18.28	\$18.28	\$17.95	\$18.31	\$18.68	\$23.95	\$22.25	\$22.91	\$20.05	\$20.39	\$20.72	\$21.44	\$21.44	\$21.44	\$30.43	\$30.89	\$31.35
76-80.9	\$19.03	\$19.60	\$19.60	\$19.15	\$19.53	\$19.92	\$25.95	\$25.95	\$26.72	\$20.82	\$21.17	\$21.52	\$22.35	\$22.35	\$22.35	\$31.83	\$32.31	\$32.79
Straw cost/bale	\$5.00	\$5.00	\$5.00	\$5.00	\$5.10	\$5.20	\$1,500 /year	\$1,500 /year	\$1,500 /year	\$5.00	\$5.25	\$5.50	\$5.00	\$5.00	\$5.00	\$8.83	\$8.96	\$9.10
Incorporating cost/acre	\$24.00	\$24.00	\$24.00	\$17.78	\$18.14	\$18.50	\$2,000/ year	\$2,000 /year	\$2,000 /year	\$18.00	\$18.25	\$18.50	\$17.50	\$17.50	\$17.50	\$18.85	\$19.13	\$19.42



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

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**TO:** Chairperson Greg Dannecker and Members of the Utilities Committee  
Chairperson Kathy Plank and Members of the Finance Committee

**FROM:** Utilities Director Chris Shaw

**DATE:** February 5, 2016

**RE:** *Utilities Committee Action: Approve the Purchase and Installation of Emission Control Equipment on AWTF Generators to FABIC Power Systems for \$115,718 with a contingency of \$15,000 and a project total not to exceed \$130,718*

*Finance Committee Action: Approve positive fund balance transfer of \$130,718 from the Regulatory Upgrade and Process Improvement Project to the AWTF Generator Emissions Control Project*

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**BACKGROUND:**

Since 2001, the AWTF has been engaged in a capacity program contract with Wisconsin Public Power Inc. (WPPI). The agreement and subsequent amended agreement have provided WPPI with additional electrical capacity from the City's 3.5 Mw generators. In return, the Utility has received \$70,000 - \$100,000 in annual revenues. The 2013 U.S. Environmental Protection Agency (EPA) RICE rule (for reciprocating internal combustion engines) was created with the goal to reduce emissions of toxic air pollutants from "non-emergency" engines. The AWTF stand-by generators are used for emergency back-up power during power outages which are not restricted by EPA RICE rules as well as for non-emergency purposes which include maintenance, testing, and run hours associated with a capacity agreement. The 2013 RICE rules necessitated a modified WPPI capacity agreement to restrict non-emergency hours and ensure federal compliance. In doing so it decreased payments from WPPI to the AWTF \$4.00/kW to \$3.00 per kW.

The AWTF generator run hours have historically been less than EPA RICE thresholds for emergency generators specified within 40 CFR 63 Subpart ZZZZ, Sect 63.6640(f). However, recent challenges to the EPA RICE rules is anticipated to result in an amendment that will decrease non-emergency operation from 100 hours to 50 hours placing at risk the WPPI capacity agreement and compliance with EPA Clean Air Act regulations. WPPI has indicated that they would not be able to continue the current agreement following a federal rule change.

In order to continue to generate revenues from WPPI the City is required to engage in a project to install generator pollution control equipment. In doing so, WPPI would reestablish the original capacity agreement rate of \$4.00/kW which would generate revenues closer to \$100,000/year at current maximum energy demand. If the City completes this project by June 1, 2016 the existing agreement would be amended to include greater runtime thresholds and the higher rate. If the project is not completed until later in the year the City could make arrangements for an agreement in 2017.

**PROJECT FUNDING SOURCE:**

This project was not accounted for in the 2016 budget and a budget transfer will be necessary to move the project forward. The Regulatory Upgrade and Process Improvement Project (RUPIP) has available funding that would cover the project equipment and installation shortfall.

**RECOMMENDATION:**

Approve purchase and installation of emission control equipment to FABIC Power Systems in the amount of \$115,718 with a contingency of \$15,000 and a project total not to exceed \$130,718

Approve positive fund balance transfer of \$130,718 from the Regulatory Upgrade and Process Improvement Project to the AWTF Generator Emissions Control Project.

If you have any questions regarding this project please contact Chris Shaw at ph: 920-832-5945