



City of Appleton

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

Meeting Agenda - Final Finance Committee

Tuesday, April 12, 2016

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[16-513](#)

March 22, 2016 and April 6, 2016 Finance Committee minutes

Attachments: [MeetingMinutes22-Mar-2016-02-01-24.pdf](#)

[MeetingMinutes06-Apr-2016-10-44-51.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[16-514](#)

CEA Review Committee Report for March 22, 2016

Attachments: [CEA Review22-Mar-2016-02-02-29.pdf](#)

[16-515](#)

Request to deny the Claim for Excessive Tax appeal from Associated Bank.

Attachments: [Associated Bank claim memo to finance committee April 2016.pdf](#)

[Associated Bank - Claim for Excessive Assessment \(filed 1-28-16\).pdf](#)

[16-516](#)

Request to approve Resolution accepting Petition for Annexation - Plach Annexation, Town of Grand Chute

Attachments: [Plach - Resolution.pdf](#)

[16-517](#)

Request to approve the following 2016 Budget adjustment:

Water Utility

Machinery and Equipment	- \$105,250
Infrastructure Construction	+\$105,250

to re-allocate funds for the Lawrence Street Watermain Project (2/3 vote required) (this also appears as an Informational item on the Utilities Committee agenda).

Attachments: [2016 Budget Adj Lawrence St Watermain Proj.pdf](#)

[16-532](#)

Request to award Information Technology Furniture Remodel to Nordon Business Environments in the amount of \$59,854.79.

Attachments: [2016 Technology Services Furniture Sole Source.pdf](#)

[16-533](#)

Request to award the Municipal Services Building 2016 Roof Replacement Project contract to Northeastern Roofing in the amount of \$180,700 with a contingency of 10% for a project not to exceed \$198,770.

Attachments: [2016 MSB Roof Replacement.pdf](#)

[16-534](#)

Request to award the City of Appleton Park Pavilions 2016 Roof Replacement Project contract to Weinert Roofing in the amount of \$37,244 with a contingency of 10% for a project not to exceed \$40,968.

Attachments: [2016 Park Pavilions Roof Replacement.pdf](#)

[16-536](#)

Request to award Unit B-16 Asphalt Pavement Reconstruction to Vinton Construction Company in the amount of \$1,207,978.30 with a 3% contingency of \$36,000 for a project total not to exceed \$1,243,978.30.

Attachments: [Award of Contract B-16.pdf](#)

[16-537](#)

Request to award Unit X-16 Sewer and Water Main Reconstruction No. 2 to Van Straten Construction Co. Inc., in the amount of \$1,675,570 with a 2/8% contingency of \$46,000 for a project total not to exceed \$1,721,570.

Attachments: [Award of Contract X-16.pdf](#)

[16-571](#)

Request to award contract for the installation of emission control equipment on AWTF generators to August Winter and Sons, Inc for \$46,500 with a contingency of \$3,500 for a project total not to exceed \$50,000, and approve the following 2016 Budget adjustment:

Water Utility Capital Project

Generator Emissions Control Project	+\$50,000
Chemical Storage Room Project	- \$50,000

to record transfer of positive Chemical Storage Room Project budget variance to the Generator Emissions Control Project (2/3 vote required).

Attachments: [Emissions Control Device Installation Contract rev 1.doc](#)

[16-577](#)

Request to approve the following 2016 Budget adjustment:

Industrial Park Land Fund

Land	+\$309,600
Fund Balance	- \$309,600

to record the purchase of future business/industrial property on Edgewood Drive in Grand Chute (2/3 vote required).

Attachments: [Memo to CEDC & Finance on Purchase of 110 W Edgewood Dr.pdf](#)
[Aerial Photo Edgewood Drive.pdf](#)
[Edgewood Drive Map.pdf](#)
[Edgewood Accepted Offer.pdf](#)

6. Information Items

[16-486](#)

Director's Reports:

Finance
Information Technology
Legal Services

[16-535](#)

The following 2016 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

General Fund - Library

Reimbursements - Friends of the Library	+\$15,000
Other Contracts/Obligations	+\$15,000

to record funds received from the Friends of the Appleton Public Library to support administration, children's services and community partnership activities.

General Fund - Fire Department

Donations	+\$1,150
Miscellaneous Supplies - Public Education	+\$1,150

to record donations received to purchase nightlights as part of the Department's fall prevention initiative.

7. Adjournment

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

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

For questions on agenda, please contact Tony Saucerman at (920) 832-6440.



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100 North Appleton Street
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Meeting Minutes Finance Committee

Tuesday, March 22, 2016

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 4:30pm.

2. Roll call of membership

Present: 4 - Alderperson Coenen, Alderperson Konetzke, Alderperson Lobner and
Alderperson Martin

Excused: 1 - Alderperson Plank

3. Approval of minutes from previous meeting

[16-403](#)

March 8, 2016 Finance Committee minutes

Attachments: [MeetingMinutes08-Mar-2016-12-10-58.pdf](#)

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

Aye: 4 - Alderperson Coenen, Alderperson Konetzke, Alderperson Lobner and
Alderperson Martin

Excused: 1 - Alderperson Plank

4. Public Hearings/Appearances

[16-482](#)

Mr. Greg Biese of Associated Financial Group and
Ms. Pam Berth of ThedaCare
to discuss employee medical clinic objectives

This Appearance was presented

5. Action Items

[16-401](#)

Request to approve the following 2015 Budget adjustments:

Community Development Block Grant (CDBG) Fund

Federal Grants	+\$65,445
Block Grant Payments	+\$65,445

to record additional CDBG funds awarded in 2015 and related expenditures.

Continuum of Care (CoC) Grant Fund

State Grants	+\$23,475
Grant Payments	+\$23,475

to record additional CoC funds awarded in 2015 and related expenditures.

Emergency Shelter Grant (ESG) Fund

State Grants	+\$44,182
Grant Payments	+\$44,182

to record additional ESG funds awarded in 2015 and related expenditures.

Room Tax Fund

Room Taxes Received	+\$98,359
Fund Balance	+\$33,081
Room Tax Payments to FCCVB	+\$88,992
Transfer to General Fund	+\$42,448

to record additional room taxes received in 2015 and related payment to the FCCVB. Also record the transfer of fund balance accumulated from prior years (representing the City's 5% administrative fee) to the general fund.

New Subdivision Fund

Reimbursement from Developer	+\$736,684
Street Construction	+\$715,158
Sidewalk Construction	+\$21,526

to record developer funded improvements in the Emerald Valley and Clearwater Creek subdivisions.

TIF #5 Fund

Fund Balance	+\$442,471
Payments to Other Taxing Jurisdictions	+\$436,271
Audit Fees	+ \$6,200

to record final payments to the other taxing jurisdictions and audit fee related to the closeout of TIF #5.

Attachments: [2015 Final Budget Adjustments.pdf](#)

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

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and Aldersperson Martin

Excused: 1 - Aldersperson Plank

[16-404](#)

Request to approve the 2015-2016 Budget appropriations:

1. Items not under contract -\$4,586,223
2. Special consideration -\$609,038

Attachments: [2015-16 carryover - Not Under Contract.pdf](#)

[2015-16 carryover - Special Consideration.pdf](#)

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

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and Aldersperson Martin

Excused: 1 - Aldersperson Plank

[16-407](#)

Request to approve Finance Committee Report 1-P-16 for Sanitary Sewer, Storm Sewer and Laterals.

Attachments: [Report 1-P-16.pdf](#)

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

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and Aldersperson Martin

Excused: 1 - Aldersperson Plank

[16-409](#)

Request to award Unit C-16 Sidewalk Sawcutting to ASTI Sawing, Inc. in an amount not to exceed \$30,000.

Attachments: [Award of Contract C-16.pdf](#)

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

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and Aldersperson Martin

Excused: 1 - Aldersperson Plank

[16-472](#)

Request to approve the City of Appleton entering into a three year contract with ThedaCare for healthcare services to be provided at the newly established employee health clinic contingent upon the subsequent approval of the facility location expenses when a clinic location is determined.

Attachments: [ThedaCare clinic contract memo.pdf](#)
 [Medical clinic powerpoint presentation 3-22-16.pdf](#)
 [Medical Clinic ThedaCare powerpoint 3-22-16.pdf](#)

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

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and Aldersperson Martin

Excused: 1 - Aldersperson Plank

6. Information Items

[16-402](#)

The following 2015 Budget adjustment was approved by the Mayor and Finance Director in accordance with Policy:

Universal Playground Fund

Fund Balance	+\$2,282
Equipment	+\$2,282

to record funds carried forward from 2014 for expenditures related to the universal playground.

This Presentation was received and filed

16-405

The following 2015-2016 Budget carryover appropriations were approved in accordance with policy:

1. Amounts under contract -\$5,685,163
- 2 Non-lapsing funds -\$474,324

Attachments: [2015-16 carryover - Under Contract.pdf](#)
 [2015-16 carryover - Non Lapsing.pdf](#)

This Presentation was received and filed

7. Adjournment

Aldersperson Martin moved, seconded by Aldersperson Lobner, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 4 - Aldersperson Coenen, Aldersperson Konetzke, Aldersperson Lobner and
 Aldersperson Martin

Excused: 1 - Aldersperson Plank



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Meeting Minutes Finance Committee

Wednesday, April 6, 2016

6:30 PM

Council Chambers, 6th Floor

Special

1. Call meeting to order

Meeting was called to order at 6:30pm.

2. Roll call of membership

Present: 4 - Alderperson Plank, Alderperson Konetzke, Alderperson Lobner and
Alderperson Martin

Excused: 1 - Alderperson Coenen

4. Public Hearings/Apearances

5. Action Items

[16-421](#)

"Critical Timing Issue"

Request to award Scarlet Oak Lift Station Improvements Project bid and alternate bids #2 and #4 to August Winter & Sons, Inc. in the amount of \$139,471 with a contingency of \$10,460 for a project total not to exceed \$149,931(item also appears on the Utilities Committee agenda as an informational item).

Attachments: [Scarlet Oak LS Improvements Bid Award_A W.pdf](#)

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

Aye: 4 - Alderperson Plank, Alderperson Konetzke, Alderperson Lobner and
Alderperson Martin

Excused: 1 - Alderperson Coenen

6. Information Items

None

7. Adjournment

A motion was made by Alderperson Lobner, seconded by Alderperson Martin, that this meeting be adjourned. The motion carried by the following vote:

Aye: 4 - Alderperson Plank, Alderperson Konetzke, Alderperson Lobner and Alderperson Martin

Excused: 1 - Alderperson Coenen



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Meeting Minutes CEA Review Committee

Tuesday, March 22, 2016

3:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

3. Approval of minutes from previous meeting

[16-408](#)

Minutes from December 16, 2015

Attachments: [Minutes from December 16, 2015.pdf](#)

Meeting went into recess.

Meeting reconvened.

Vote to move all info items to action items. Motion by Croatt, 2nd by Vandehey.

Passed 4-0.

Vandehey moved, seconded by Saucerman, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

4. **Public Hearings/Apearances**

5. **Action Items**

[16-416](#)

Request to upgrade the PRFMD standard van #1513, being replaced in 2017, to a utility style cargo van for a total additional cost of \$9,500.

Attachments: [Request for upgrade to unit 1513.pdf](#)

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

Aye: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

[16-415](#)

Request to upgrade the Grounds Division's (PRFMD) articulate Kubota tractor #519, being replaced in 2017, to include a front mounted hydraulic driven power auger for a total additional cost of \$3,600.

Attachments: [Grounds Division Kubota tractor #519.pdf](#)

Alderson Croatt moved, seconded by Vandehey, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderson Croatt, Saucerman and Alderson Lobner

[16-406](#)

Request to upgrade the Marked Police squads, being replaced in 2017, to all-wheel drive sedans (11 units) for a total additional cost of \$12,650.

Attachments: [Upgrade for Marked Police Squads.pdf](#)

Alderson Croatt moved, seconded by Vandehey, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderson Croatt, Saucerman and Alderson Lobner

[16-410](#)

Request to upgrade the Fire Department's Mini Van #804, being replaced in 2017, to an F-150 4-door style pick-up truck with 4-wheel drive for a total additional cost of \$13,000.

Attachments: [Upgrade Fire Department's Mini Van #804.pdf](#)

Alderson Croatt moved, seconded by Vandehey, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderson Croatt, Saucerman and Alderson Lobner

[16-411](#)

Request to upgrade the Fire Department's sedan #817, being replaced in 2017, to a mini-van type vehicle for a total additional cost of \$2,600.

Attachments: [Upgrade Fire Department's Sedan #817.pdf](#)

Alderson Croatt moved, seconded by Vandehey, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderson Croatt, Saucerman and Alderson Lobner

[16-412](#)

Request to upgrade the Fire Department's pumper #827, being replaced in 2017, to a rescue pumper for a total additional cost up to \$175,000.

Attachments: [Upgrade Fire Department's Pumper #827.pdf](#)

Alderson Croatt moved, seconded by Vandehey, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Vandehey, Alderperson Croatt and Alderperson Lobner

Nay: 1 - Saucerman

[16-413](#)

Request to add the Street Division's (DPW) roller trailer to the CEA fleet.

Attachments: [Street Division's roller trailer.pdf](#)

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

Aye: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

[16-414](#)

Approve 2016 Seasonal Vehicles.

Attachments: [2016 Seasonal Vehicles.pdf](#)

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

Aye: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

6. Information Items

7. Adjournment

Alderperson Croatt moved, seconded by Saucerman, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Alderperson Croatt, Saucerman and Alderperson Lobner

Subject: Associated Bank Excessive Assessment Claim
Date: April 6, 2016
To: Finance Committee
From: DeAnn Brosman, City Assessor

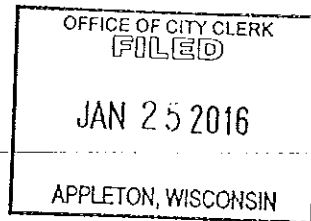
An Excessive Assessment claim was filed for the Associated Bank parcel 31-5-4252-00 located at 2701 N. Richmond St. for the 2015 tax year. The assessed value was sustained by the 2015 Board of Review after reviewing all evidence and testimony. The assessment is fair and accurate and therefore I am requesting that you deny this claim.

The property is currently assessed at \$2,850,000 which was reduced from \$2,994,700 during our 2014 Assessor Open Book session. The property contains a 14,162 sq.ft. bank building built in 2003 located on 1.5 acres. The building is of high quality and condition, it has additional finished area in the basement, and is located on the prime corner of Richmond St. (Hwy 47) and Northland Ave. (Cty OO).

Associated Bank appeared again at the 2015 Open Book session to submit an appraisal showing a market value of \$2,375,000. The appraisal stated that it was completed to assist Associated with its real estate taxation appeal. Their appraiser used a three unit building at 2828 N Richmond St (Jimmy Johns/Gunderson/Reveal Fitness) as a comparable sale property to the subject. More importantly, he failed to make a positive location adjustment for the subject's prime corner even though it contains a significant higher traffic count than all of his comparable sales. For these reasons and others, we rejected the appraised value.

Associated Bank then appeared at the 2015 Board of Review requesting a reduction to \$2,375,000. The Board sustained the assessed value of \$2,850,000. In this claim, Associated Bank is now requesting a reduction to \$1,891,565. No evidence has been provided to support a reduction to \$1,891,565. Based on these facts, I am recommending denial of this claim.

****A notice was mailed to the claimant on April 6th notifying them of the dates/times for the Finance Committee meeting and City Council meeting.*



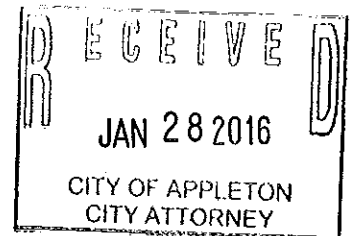
January 21, 2016

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Kami Scofield, Clerk
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4702



Dear Clerk:

Re: Tax Parcel No. 31-5-4252-00

Now comes Claimant, Associated Bank., owner of parcel 31-5-4252-00 (the "Property") in Appleton, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Appleton (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2015, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 100 North Appleton Street in the City.
4. The Property is located at 2701 Richmond Street within the City and is identified in the City's records as Tax Parcel No. 31-5-4252-00.
5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 99.556059% as of January 1, 2015.

6. For 2015, property tax was imposed on property in the City at the rate of \$22.42883 per \$1,000 for of the assessed value for Property.
7. For 2015, the City's assessor set the assessment of the Property at \$2,850,000.
8. Claimant appealed the 2015 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$2,850,000.
10. The City imposed tax on the Property in the amount of \$63,922.14.
11. Claimant timely paid the property taxes imposed by the City on the Property for 2015, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2015 was no higher than \$1,900,000.
13. Based on the aggregate ratio 99.556059%, the correct assessment of the Property for 2015 is no higher than \$1,891,565.12.
14. Based on the tax rate of \$22.42883 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2015 should be no higher than \$42,425.59.
15. The 2015 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2015 was excessive in at least the amount of \$21,496.55.
16. Claimant is entitled to a refund of 2015 tax in the amount of \$21,496.55, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
17. The amount of this claim is \$21,496.55, plus interest thereon.

January 21, 2016

Page 3

Dated at Madison, Wisconsin, this 21st day of January, 2016.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Don M. Millis". The signature is fluid and cursive, with the first letter "D" being particularly large and stylized.

Don M. Millis
Agent for Claimant

DMILLIS/33398470

PLACH ANNEXATION
RESOLUTION OF THE COMMON COUNCIL
ACCEPTING PETITION FOR ANNEXATION

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Grand Chute, Outagamie County, Wisconsin was filed with the City Clerk on March 10, 2016.

*A part of the Northwest ¼ of the Southwest ¼ of Section 6, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2.35 Acres of land m/l and described as follows:
Commencing at the West ¼ corner of said Section 6;
Thence South 00°09'04" East 389.00 feet along the West line of the Southwest ¼ of said Section 6;
Thence South 89°27'15" East 50.00 feet to the point of beginning;
Thence continue South 89°27'15" East 352.99 feet;
Thence South 00°09'04" East 290.65 feet;
Thence North 89°21'45" West 353.00 feet;
Thence North 00°09'04" West 290.085 feet to the Point of Beginning.
Intending to annex to the City of Appleton all those lands of the owner contained within Trustee Deed Document Number 1932549.*

The current population of such territory is 0 people.

WHEREAS, the City Attorney has investigated said *Petition* and certified to the Common Council that it was signed by all of the owners of real property in assessed value and land area in the above territory, proposed for annexation as of the date of filing the *Petition* and shown on the scale map attached thereto, is contiguous to the City of Appleton and is unincorporated.

NOW THEREFORE, the Common Council of the City of Appleton, Wisconsin, determines that the *Petition for Annexation* of the above-described property is sufficient and legal petition conforming with the requirements of §66.0217(5) of the Wisconsin Statutes; and,

RESOLVES, that the *Petition* be accepted; and

That the City Clerk is hereby directed to notify the Clerk of the Town of Grand Chute by personal service or registered mail, return receipt requested, of the *Resolution of Acceptance*.

For purpose of §66.0217(7)(a), Stats., future notification of the Clerk of the passage of the *Annexation Ordinance* shall be given in like manner, and like notice shall be given to any person who files a written request.

Dated: _____

Timothy M. Hanna, Mayor

J:\Attorney\WORD\ANNEX\2016\Plach - Resolution.doc

Kami Lynch, City Clerk



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

MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works *PAV*

DATE: April 4, 2016

RE: The following 2016 Budget adjustment be approved for the Lawrence Street Watermain Project:

Machinery & Equipment	- \$105,250
Infrastructure Construction	+\$105,250

In anticipation of the new Exhibition Center, the Department of Public Works has reviewed the pavement condition as well as the underground utilities serving this immediate area. One block that is not currently included in the 5-Year Capital Improvement Program is Lawrence Street between Superior Street and Appleton Street. This block has rapidly deteriorating pavement which we believe should be replaced prior to the opening of the Exhibition Center in 2017.

In order to reconstruct that block of Lawrence Street, the watermain should be replaced in 2016. The watermain is 6" 1960 vintage cast iron pipe (see attached map). It is also identified in the City of Appleton Water System Master Plan of 2007 as a "system deficiency" as shown on the attached document. The cost estimate for new 12" watermain based on our recent bid opening is \$105,250.

Therefore, we request approval to reallocate \$105,250 from the water meter project (machinery and equipment) to watermain reconstruction (infrastructure construction) and to bid and construct this project in 2016.

Thank you for your consideration of this budget adjustment as detailed on the attached Budget Adjustment Request Form. I will be in attendance at the Finance Committee meeting to answer any questions you may have.

Attachments

C: Tony Saucerman, Finance Director
Bev Matheys, Managerial Accounting Coordinator



TABLE 7-3
SUMMARY OF WATER DISTRIBUTION SYSTEM IMPROVEMENTS TO ADDRESS EXISTING DEFICIENCIES

Segment	Diameter	Approximate Length	Pressure Zone	Description
A	8-inch	1,300 feet	Main	To improve fire flow, replace existing water main on Calumet Street from West Garden Court to Cherry Court.
B	12-inch 8-inch	300 feet 450 feet	Main	To improve fire flow, replace existing water main on South Island Street to complete 12-inch loop and replace existing 8-inch main from Vulcan Street to railroad tracks. All fire hydrants should be served from new water mains and old 6-inch mains abandoned.
C	8-inch	1,300 feet	Main	To improve fire flow, replace existing water main on Outagamie Street from Spencer Street to Second Street.
D	8-inch 8-inch	800 feet 900 feet	Main	To improve fire flow, replace existing water main on Franklin Street from Oneida Street to Morrison Street. Additionally, replace existing water main on Appleton Street from Atlantic Street south to railroad tracks.
E	8-inch 8-inch	1,500 feet 1,500 feet	Main	To improve fire flow to multifamily residences, replace existing water main on Walter Avenue from College Avenue to Newberry Street. Construct new water main from Candee Street dead end to Newberry Street, looping all water mains west of Walter.
F	8-inch	1,000 feet	Main	To improve fire flow, replace existing 6/8-inch water mains on Linwood Avenue from Spencer Street to College Avenue.
G	8-inch 8-inch	1,600 feet 600 feet	Main	To improve fire flow to industries, construct new water main along railroad tracks from Highland Avenue to Spring Street. Additionally, replace water main on Winnebago Street from Linwood Avenue to railroad tracks.
H	8-inch 8-inch	900 feet 1,200 feet	Main	To improve fire flow, replace existing water main on Lawe Street from Spring Street to Hancock Street. Additionally, replace existing water main on Meade Street from Summer Street to Hancock Street.
I	8-inch	1,000 feet	Main	To improve fire flow to industries, construct new water main to loop water main from east of Peter Street to Kensington Drive, north of Warehouse Drive.
J	8-inch	750 feet	Main	To improve fire flow, replace existing water main on Lawrence Street from Allen Street to Superior Street.
K	12-inch	1,300 feet	Main	Construct new 12-inch water main from Second Street and Perkins Street across railroad tracks to Second Street and Lynndale Drive. This water main will also provide redundancy to the water system near Grand Chute Lias Booster Station, which is currently only fed by a single 12-inch water main crossing the railroad on Everett Street.

The distribution improvements summarized in Table 7-3 were recommended strategically to improve areas with multiple fire flow deficiencies or to improve fire flow to large users; however, as discussed in Section 7.8.3, the improvements do not eliminate all the fire hydrants identified as deficient.

CITY OF APPLETON
BUDGET ADJUSTMENT REQUEST
Budget Year 2016

<u>Budget Description</u>	<u>Business Unit</u>	<u>Acct. No.</u>	<u>Sub Acct No.</u>	<u>Subledger No.</u>	<u>Transfer Amount</u>
Budget adjustment - Water meter Project	5394	6804	1		\$ 105,250
Budget adjustment - Infrastructure Construction	5371	6809	5		\$ 105,250

For the purpose of:

To reallocate funds from the water meter project to be used to reconstruct the watermain on Lawrence Street between Superior Street and Appleton Street.

Requested by:

Department Head

Date

Budget Entry (BE) No.: _____

Approved by:

Tony Saucerman Finance Director

Date

Timothy M. Hanna, Mayor

Date

Reported to Administrative Services Committee:

Date

Additional comments:



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard

Appleton, Wisconsin 54911-8401

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

Email - dean.gazza@appleton.org

To: Finance Committee

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

Date: April 12, 2016

Re: Action: Award "Information Technology Furniture Remodel" to Nordon Business Environments in the amount of \$59,854.79.

This memo is a request to sole source a contract to Nordon Business Environments to purchase new workstations and storage cabinets for the Information Technology Department. The 2016 Capital Improvement Plan includes \$80,000 for this initiative.

The City has adopted a standard of using Haworth workstations at City Hall. By developing a standard, components can be modified or reused as changes are made in the future. Some departments had adopted other workstations brands, such as Herman Miller or Knoll. In those cases we follow the standard for that department/facility. Overall, it is a general practice for any organization to adopt a standard to allow for maximum flexibility and usage of the investment since this modular workstation furniture can be set-up in various configurations and components can be deleted/added as needed.

The City of Appleton also is eligible to obtain government pricing which this project qualifies for, therefore ensuring we are getting the lowest possible pricing available through the US Communities Government Purchasing Alliance Contract, Haworth Contract #4400003402.

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 4/12/2016

RE: Action: Award the Municipal Services Building "2016 Roof Replacement Project" contract to Northeastern Roofing in the amount of \$180,700 with contingency of 10% for a project not to exceed \$198,770.

The 2016 Capital Improvement Plan includes \$235,000 for a partial replacement of the Municipal Services Building's garage roof. The Municipal Services Building has a total square footage of 138,125. We have currently replaced a total of 89,500 square feet. This project will include a total of 24,375 square feet, leaving just 24,250 square feet for completion in 2017. Our annual roof inspection program identifies roofing in need of replacement and allocates resources to allow for proactive replacement to protect and preserve the facility's asset.

The bids were received as follows:

Northeastern Roofing (low bid)	\$180,700
Weinert Roofing	\$184,190
Pioneer Roofing	\$184,860
Northern M&R	\$203,593
Quality Roofing	\$258,707

Our consulting engineer has wrote the City of Appleton a formal letter of recomendation to award the contract to Northeastern Roofing (see attached). Therefore the Parks, Recreation, and Facilities Management Department recommends awarding the roofing contract to Northeastern Roofing in the amount of \$180,700, plus a contingency of 10% only to be utilized as needed.

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



SPECIALTY ENGINEERING GROUP LLC
N89W16785 APPLETON AVE, SUITE 201
MENOMONEE FALLS, WI 53051

T 262.253.4700
F 262.253.4701
www.str-seg.com

March 11, 2016

Mr. Steven Schrage
Project Manager
1819 E. Witzke Boulevard
Appleton, WI 54911

electronic only - no hard copy to follow
Steven.Schrage@Appleton.org

Re: Bid Analysis and Recommendation
Municipal Services Building – Roof Replacement 2016
City of Appleton
SEG Project No. 13569

Dear Mr. Schrage:

The City of Appleton received bids for the above referenced project on Thursday, March 10, 2016.

For the 2016 MSB roof replacement project, five (5) responsible bidders provided bids on the Base Bid solicited by the city. A copy of the bid tab is enclosed for your use. The range of bids for the Base Bid is as follows:

▪ Base Bid \$180,700 to \$258,707

The lowest responsible bidder is Northeastern Roofing in the amount of \$180,700.

When asked, Northeastern Roofing stated they would execute the contract if offered to them.

Recommendation

SEG recommends awarding the contract to Northeastern Roofing in the amount of \$180,700.

If you have any comments questions or concerns regarding the information contained in this letter please feel free to contact me.

Sincerely,
Specialty Engineering Group LLC

A handwritten signature in blue ink, appearing to read "Bruce Flater", on a light-colored background.

Bruce Flater
Project Manager

Enc: Bid Tab

C: Mr. Dean Gazza – CoA
SEG – file copy



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 4/12/2016

RE: Action: Award the City of Appleton Park Pavilions "2016 Roof Replacement Project" contract to Weinert Roofing in the amount of \$37,244 with contingency of 10% for a project not to exceed \$40,968.

The 2016 Capital Improvement Plan includes \$120,000 for replacement of several park pavillion roofs. The roofs included in this contract include Peabody Pavilion, Green Meadows Pavilion, and the well roof at Union Springs. Our annual roof inspection program identifies roofing in need of replacement and allocates resources to allow for proactive replacement to protect and preserve the facility's asset.

The bids were received as follows:

Weinert Roofing (low bid)	\$37,244
----------------------------------	-----------------

Despite 5 companies present at the pre-bid meeting walkthrough, only one company submitted a bid. After review with our consulting engineer, we feel we received a fair price for the work proposed.

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Weinert Roofing (see attached). Therefore the Parks, Recreation, and Facilities Management Department recommends awarding the roofing contract to Weinert Roofing in the amount of \$37,244, plus a contingency of 10% only to be utilized as needed.

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



SPECIALTY ENGINEERING GROUP LLC
N89W16785 APPLETON AVE, SUITE 201
MENOMONEE FALLS, WI 53051

T 262.253.4700
F 262.253.4701
www.str-seg.com

March 11, 2016

Mr. Steven Schrage
Project Manager
1819 E. Witzke Boulevard
Appleton, WI 54911

electronic only - no hard copy to follow
Steven.Schrage@Appleton.org

Re: Bid Analysis and Recommendation
Various Park Shelters – Roof Replacement 2016
City of Appleton
SEG Project No. 13570

Dear Mr. Schrage:

The City of Appleton received bids for the above referenced project on Thursday, March 10, 2016.

For the 2016 Various Park Shelters roof replacement project, one (1) responsible bidder provided a bid on the Base Bid solicited by the city. A copy of the bid tab is enclosed for your use. The bid for the Base Bid is as follows:

▪ Base Bid	\$37,244
------------	----------

The lowest responsible bidder is Weinert Roofing in the amount of \$37,244.

When asked, Weinert Roofing stated they would execute the contract if offered to them.

Recommendation

SEG recommends awarding the contract to Weinert Roofing in the amount of \$37,244.

If you have any comments questions or concerns regarding the information contained in this letter please feel free to contact me.

Sincerely,
Specialty Engineering Group LLC

A handwritten signature in blue ink, appearing to read 'Bruce Flater', on a light blue background.

Bruce Flater
Project Manager

Enc: Bid Tab

C: Mr. Dean Gazza – CoA
SEG – file copy

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

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

Unit B-16 Asphalt Pavement Reconstruction

Be awarded to:

Name: Vinton Construction Company
Address: 2705 N. Rapids Road
P.O. Box 1987
Manitowoc, WI 54221

In the amount of : 1,207,978.30

With a 3.00 **% contingency of :** \$36,000.00

For a project total not to exceed : \$1,243,978.30

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,479,191.00
Estimate: \$1,350,000.00
Committee Date: 04/12/16
Council Date: 04/20/16

BID TABULATION

ASPHALT PAVEMENT

UNIT B-16

3/28/2016

Item	Description	Qty./	Unit	#1 - Vinton Const. Co.		#2 - RC Exc., Inc.		#3 - Sommers Construction		#4 - Fischer-Ulman Const. Inc.		#5 - MCC, Inc.	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$		
1.	Furnish & Install 8" Plain Concrete Pavement	940	sq.yds.	\$49.00	\$46,060.00	\$50.00	\$47,000.00	\$49.00	\$46,060.00	\$49.65	\$46,671.00	\$49.74	\$46,755.60
2.	Furnish & Install 7" High Early Concrete Pavement	50	sq.yds.	\$53.00	\$2,650.00	\$54.50	\$2,725.00	\$53.00	\$2,650.00	\$54.00	\$2,700.00	\$54.76	\$2,738.00
3.	Furnish & Install 12" Stone Base	23,200	sq.yds.	\$6.56	\$152,192.00	\$5.75	\$133,400.00	\$9.25	\$214,600.00	\$7.32	\$169,824.00	\$9.86	\$228,752.00
4.	Excavation	9,900	cuyds.	\$11.75	\$116,325.00	\$10.00	\$99,000.00	\$11.10	\$109,890.00	\$9.50	\$94,050.00	\$16.76	\$165,924.00
5.	Furnish & Install Geogrid	23,200	sq.yds.	\$2.00	\$46,400.00	\$1.40	\$32,480.00	\$2.00	\$46,400.00	\$1.79	\$41,528.00	\$1.74	\$40,368.00
6.	Furnish & Install Extra Stone Base	500	ton	\$13.00	\$6,500.00	\$10.00	\$5,000.00	\$12.00	\$6,000.00	\$15.00	\$7,500.00	\$14.31	\$7,155.00
7.	Furnish & Install 30" Concrete Curb & Gutter	12,170	lin.ft.	\$11.25	\$136,912.50	\$11.55	\$140,563.50	\$11.25	\$136,912.50	\$14.00	\$170,380.00	\$11.54	\$140,441.80
8.	Furnish & Install 30" Concrete Curb & Gutter-Spot Repairs	3,460	lin.ft.	\$22.65	\$78,369.00	\$20.20	\$69,892.00	\$21.00	\$72,660.00	\$25.76	\$89,129.60	\$20.10	\$69,546.00
9.	Furnish & Install 7" Concrete Driveway Apron	940	sq.ft.	\$4.75	\$4,465.00	\$4.20	\$3,948.00	\$4.75	\$4,465.00	\$4.61	\$4,333.40	\$4.17	\$3,919.80
10.	Furnish & Install 5" Concrete Driveway Apron	19,590	sq.ft.	\$3.95	\$77,380.50	\$3.90	\$76,401.00	\$3.95	\$77,380.50	\$3.99	\$78,164.10	\$3.85	\$75,421.50
11.	Furnish & Install 7" Concrete Sidewalk	950	sq.ft.	\$4.75	\$4,512.50	\$4.20	\$3,990.00	\$4.75	\$4,512.50	\$4.67	\$4,436.50	\$4.17	\$3,961.50
12.	Furnish & Install 5" Concrete Sidewalk	6,780	sq.ft.	\$3.95	\$26,781.00	\$3.90	\$26,442.00	\$3.95	\$26,781.00	\$4.54	\$30,781.20	\$3.85	\$26,103.00
13.	Furnish & Install 4" Concrete Sidewalk	43,050	sq.ft.	\$3.95	\$170,047.50	\$3.60	\$154,980.00	\$3.95	\$170,047.50	\$4.23	\$182,101.50	\$3.56	\$153,258.00
14.	Furnish & Install 7" Concrete Handicap Ramp	3,760	sq.ft.	\$4.75	\$17,860.00	\$4.55	\$17,108.00	\$4.75	\$17,860.00	\$4.12	\$15,491.20	\$4.52	\$16,995.20
15.	Furnish & Install Truncated Dome	610	sq.ft.	\$26.00	\$15,860.00	\$26.25	\$16,012.50	\$26.00	\$15,860.00	\$28.00	\$17,080.00	\$26.12	\$15,933.20
16.	Furnish & Install 7" Private Concrete Driveway	50	sq.ft.	\$6.00	\$300.00	\$5.05	\$252.50	\$6.00	\$300.00	\$5.14	\$257.00	\$5.02	\$251.00
17.	Furnish & Install 5" Private Concrete Driveway	50	sq.ft.	\$5.15	\$257.50	\$4.05	\$202.50	\$5.15	\$257.50	\$5.08	\$254.00	\$5.91	\$6,495.40
18.	Concrete Pavement Removal	940	sq.yds.	\$5.52	\$5,188.80	\$3.50	\$3,290.00	\$5.75	\$5,405.00	\$5.00	\$4,700.00	\$6.91	\$6,495.40
19.	Asphalt Pavement Removal	18,760	sq.yds.	\$1.00	\$18,760.00	\$1.30	\$24,388.00	\$1.20	\$22,512.00	\$2.00	\$37,520.00	\$4.11	\$77,103.60
20.	Concrete Curb and Gutter Removal	15,320	lin.ft.	\$1.85	\$28,342.00	\$2.30	\$35,236.00	\$2.65	\$40,598.00	\$2.00	\$30,640.00	\$3.31	\$50,709.20
21.	Concrete / Asphalt Handicap Ramp Removal	3,370	sq.ft.	\$0.50	\$1,685.00	\$0.45	\$1,516.50	\$0.75	\$2,527.50	\$0.30	\$1,011.00	\$1.14	\$3,841.80
22.	Concrete / Asphalt Driveway Apron Removal	21,480	sq.ft.	\$0.40	\$8,592.00	\$0.45	\$9,666.00	\$0.65	\$13,962.00	\$0.40	\$8,592.00	\$0.69	\$14,821.20
23.	Concrete / Asphalt Sidewalk Removal	49,250	sq.ft.	\$0.60	\$29,550.00	\$0.45	\$22,162.50	\$0.75	\$36,937.50	\$0.40	\$19,700.00	\$0.66	\$32,505.00
24.	Private Concrete Driveway Removal	100	sq.ft.	\$0.50	\$50.00	\$0.50	\$50.00	\$0.65	\$65.00	\$0.45	\$45.00	\$24.69	\$2,469.00
25.	Private Asphalt Driveway Removal	100	sq.ft.	\$0.50	\$50.00	\$0.50	\$50.00	\$0.65	\$65.00	\$0.45	\$45.00	\$24.69	\$2,469.00
26.	Full Depth Sawcut	5,500	lin.ft.	\$1.15	\$6,325.00	\$2.25	\$12,375.00	\$1.65	\$9,075.00	\$2.50	\$13,750.00	\$1.90	\$10,450.00
27.	Drill-In Tie Bars	950	each	\$7.00	\$6,650.00	\$5.05	\$4,797.50	\$7.00	\$6,650.00	\$7.50	\$7,125.00	\$5.02	\$4,769.00
28.	Terrace Restoration	14,380	sq.yds.	\$5.05	\$72,619.00	\$5.00	\$71,900.00	\$5.05	\$72,619.00	\$4.75	\$68,305.00	\$4.52	\$64,997.60
29.	Furnish and Install Seed, Fertilizer & Mulch	14,380	sq.yds.	\$0.65	\$9,347.00	\$2.00	\$28,760.00	\$0.65	\$9,347.00	\$2.10	\$30,198.00	\$0.92	\$13,229.60

BID TABULATION

ASPHALT PAVEMENT

UNIT B-16

3/28/2016

Item	Description	Qty./Unit	#1 - Vinton Const. Co.		#2 - RC Exc., Inc.		#3 - Sommers Construction		#4 - Fischer-Ulman Const. Inc.		#5 - MCC, Inc.		
			Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	
30.	Adjust Storm Manhole Casting	45	each	\$25.00	\$1,125.00	\$300.00	\$13,500.00	\$350.00	\$15,750.00	\$400.00	\$18,000.00	\$301.44	\$13,564.80
31.	Adjust Sanitary Manhole Casting	35	each	\$25.00	\$875.00	\$300.00	\$10,500.00	\$350.00	\$12,250.00	\$400.00	\$14,000.00	\$301.44	\$10,550.40
32.	Adjust Inlet Casting	40	each	\$25.00	\$1,000.00	\$300.00	\$12,000.00	\$275.00	\$11,000.00	\$255.00	\$10,200.00	\$351.67	\$14,086.80
33.	Furnish & Install Standard Storm Manhole	10	vert.ft.	\$344.00	\$3,440.00	\$445.00	\$4,450.00	\$220.00	\$2,200.00	\$350.00	\$3,500.00	\$301.44	\$3,014.40
34.	Furnish & Install Sanitary Manhole Casting Only	5	each	\$520.00	\$2,600.00	\$465.00	\$2,325.00	\$825.00	\$4,125.00	\$535.00	\$2,675.00	\$422.01	\$2,110.05
35.	Furnish & Install Storm Manhole Casting Only	5	each	\$509.00	\$2,545.00	\$465.00	\$2,325.00	\$825.00	\$4,125.00	\$525.00	\$2,625.00	\$411.96	\$2,059.80
36.	Furnish & Install "E" Inlet Casting Only	15	each	\$331.00	\$4,965.00	\$585.00	\$8,775.00	\$525.00	\$7,875.00	\$510.00	\$7,650.00	\$577.75	\$8,666.25
37.	Furnish & Install "C" Inlet w/Casting	2	each	\$1,942.00	\$3,884.00	\$1,650.00	\$3,300.00	\$1,700.00	\$3,400.00	\$1,775.00	\$3,550.00	\$1,909.09	\$3,818.18
38.	Furnish & Install "E" Inlet w/Casting	22	each	\$1,962.00	\$43,164.00	\$1,750.00	\$38,500.00	\$1,700.00	\$37,400.00	\$1,775.00	\$39,050.00	\$1,909.09	\$41,999.98
39.	Furnish & Install 12" Inlet Lead	270	lin.ft.	\$69.20	\$18,684.00	\$221.00	\$59,670.00	\$66.35	\$17,914.50	\$70.00	\$18,900.00	\$60.29	\$16,278.30
40.	Furnish & Install 6" Mini Sewer	50	lin.ft.	\$27.00	\$1,350.00	\$20.00	\$1,000.00	\$18.85	\$942.50	\$35.00	\$1,750.00	\$30.14	\$1,507.00
41.	Furnish & Install 6" Storm Riser	20	lin.ft.	\$30.00	\$600.00	\$20.00	\$400.00	\$18.85	\$377.00	\$35.00	\$700.00	\$20.10	\$402.00
42.	Connect Sump Pump	5	each	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00	\$125.00	\$625.00	\$100.48	\$502.40
43.	Furnish & Install Curb Thimble	5	each	\$25.00	\$125.00	\$50.00	\$250.00	\$25.00	\$125.00	\$50.00	\$250.00	\$50.24	\$251.20
44.	Connect Mini Storm Sewer	3	each	\$50.00	\$150.00	\$50.00	\$150.00	\$100.00	\$300.00	\$125.00	\$375.00	\$200.96	\$602.88
45.	Abandon Inlet/Lead	12	each	\$345.00	\$4,140.00	\$550.00	\$6,600.00	\$300.00	\$3,600.00	\$400.00	\$4,800.00	\$271.29	\$3,255.48
46.	Relocate Existing Inlet	3	each	\$1,365.00	\$4,095.00	\$1,000.00	\$3,000.00	\$1,300.00	\$3,900.00	\$1,500.00	\$4,500.00	\$1,255.98	\$3,767.94
47.	Furnish & Install Sanitary Marhole Seal 1 Piece	5	each	\$25.00	\$125.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$370.00	\$1,850.00	\$251.20	\$1,286.00
48.	Furnish & Install Sanitary Marhole Seal 2 Piece	30	each	\$50.00	\$1,500.00	\$435.00	\$13,050.00	\$375.00	\$11,250.00	\$475.00	\$14,250.00	\$376.79	\$11,303.70
49.	Furnish & Install Sanitary Marhole Seal 3 Piece	5	each	\$75.00	\$375.00	\$450.00	\$2,250.00	\$475.00	\$2,375.00	\$500.00	\$2,500.00	\$401.91	\$2,009.55
50.	Furnish, Install & Remove Type "D-M" Inlet Protection	90	each	\$80.00	\$7,200.00	\$115.00	\$10,350.00	\$135.00	\$12,150.00	\$100.00	\$9,000.00	\$95.45	\$8,590.50
51.	Notify Property Owners	1	lump sum	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,289.72	\$3,289.72
52.	Traffic Control	1	lump sum	\$13,750.00	\$13,750.00	\$15,500.00	\$15,500.00	\$40,000.00	\$40,000.00	\$39,500.00	\$39,500.00	\$28,152.21	\$28,152.21
53.	Haul Contaminated Soil	500	ton	\$0.01	\$5.00	\$1.00	\$500.00	\$0.01	\$5.00	\$25.00	\$12,500.00	\$25.12	\$12,560.00
TOTAL BASE BID-ITEMS 1 THROUGH 53:				\$1,207,978.30		\$1,254,733.50		\$1,367,713.50		\$1,391,562.50		\$1,476,269.54	

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

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

Unit X-16 Sewer & Water Main Reconstruction No. 2

Be awarded to:

Name: Van Straten Construction Company, Inc.

Address: 2117 S. Oneida Street

Green Bay, WI 54304

In the amount of : \$1,675,570.00

With a 2.8 % contingency of : \$46,000.00

For a project total not to exceed : \$1,721,570.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,712,000.00

Estimate: \$1,700,000.00

Committee Date: 04/12/16

Council Date: 04/20/16

Item	Description	Qty./	Unit	#1 - Van Straten Const. Inc.		#2 - Donald Hietpas & Sons, Inc.		#3 - Carl Bowers & Sons	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
1.	Furnish & Install 15" Sanitary Sewer	35	lin. ft.	\$110.00	\$3,850.00	\$255.00	\$8,925.00	\$235.00	\$8,225.00
2.	Furnish & Install 12" Sanitary Sewer	548	lin. ft.	\$100.00	\$54,800.00	\$150.00	\$82,200.00	\$175.00	\$95,900.00
3.	Furnish & Install 10" Sanitary Sewer	652	lin. ft.	\$90.00	\$58,680.00	\$116.55	\$75,990.60	\$165.00	\$107,580.00
4.	Furnish & Install 8" Sanitary Sewer	1,045	lin. ft.	\$85.00	\$88,825.00	\$110.00	\$114,950.00	\$105.00	\$109,725.00
5.	Furnish & Install 4" - 6" Sanitary Lateral	585	lin. ft.	\$45.00	\$26,325.00	\$85.00	\$49,725.00	\$90.00	\$52,650.00
6.	Sanitary Lateral Connection	21	lin. ft.	\$400.00	\$8,400.00	\$375.00	\$7,875.00	\$400.00	\$8,400.00
7.	Furnish & Install Sanitary Manhole	110	vert. ft.	\$400.00	\$44,000.00	\$329.00	\$36,190.00	\$300.00	\$33,000.00
8.	Furnish & Install Outside Drop Sanitary Manhole	19	vert. ft.	\$500.00	\$9,500.00	\$450.00	\$8,550.00	\$450.00	\$8,550.00
9.	Furnish & Install Sanitary Manhole Casting	1	ea.	\$800.00	\$800.00	\$475.00	\$475.00	\$500.00	\$500.00
10.	Adjust Sanitary Manhole Casting	9	ea.	\$250.00	\$2,250.00	\$475.00	\$4,275.00	\$400.00	\$3,600.00
11.	Sanitary Spot Repair (7.5' deep)	1	ea.	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
12.	Furnish & Install 60" Storm Sewer	599	lin. ft.	\$225.00	\$134,775.00	\$267.00	\$159,933.00	\$220.00	\$131,780.00
13.	Furnish & Install 48" Storm Sewer	250	lin. ft.	\$185.00	\$46,250.00	\$191.30	\$47,825.00	\$165.00	\$41,250.00
14.	Furnish & Install 42" Storm Sewer	250	lin. ft.	\$165.00	\$41,250.00	\$160.25	\$40,062.50	\$140.00	\$35,000.00
15.	Furnish & Install 36" Storm Sewer	20	lin. ft.	\$155.00	\$3,100.00	\$146.00	\$2,920.00	\$170.00	\$3,400.00
16.	Furnish & Install 30" Storm Sewer	45	lin. ft.	\$130.00	\$5,850.00	\$170.00	\$7,650.00	\$160.00	\$7,200.00
17.	Furnish & Install 24" Storm Sewer	515	lin. ft.	\$105.00	\$54,075.00	\$105.00	\$54,075.00	\$100.00	\$51,500.00
18.	Furnish & Install 18" Storm Sewer	760	lin. ft.	\$90.00	\$68,400.00	\$94.85	\$72,086.00	\$86.00	\$65,360.00
19.	Furnish & Install 15" Storm Sewer	495	lin. ft.	\$85.00	\$42,075.00	\$71.00	\$35,145.00	\$82.00	\$40,590.00
20.	Furnish & Install 12" Storm Sewer	485	lin. ft.	\$75.00	\$36,375.00	\$70.00	\$33,950.00	\$75.00	\$36,375.00
21.	Furnish & Install 10" or 12" Inlet Lead	90	lin. ft.	\$65.00	\$5,850.00	\$68.00	\$6,120.00	\$91.00	\$8,190.00
22.	Furnish & Install 6" Storm Lateral	800	lin. ft.	\$45.00	\$36,000.00	\$65.00	\$52,000.00	\$65.00	\$52,000.00
23.	Furnish & Install 8" Storm Lateral Hook-Up	25	ea.	\$500.00	\$12,500.00	\$175.00	\$4,375.00	\$250.00	\$6,250.00
24.	Furnish & Install Storm Manhole - 4' dia.	66	vert. ft.	\$300.00	\$19,800.00	\$315.00	\$20,790.00	\$275.00	\$18,150.00
25.	Furnish & Install Storm Manhole - 8' dia.	9	vert. ft.	\$900.00	\$8,100.00	\$935.00	\$8,415.00	\$1,000.00	\$9,000.00

Item	Description	Qty./Unit	#1 - Van Straten Const. Inc.		#2 - Donald Hietpas & Sons, Inc.		#3 - Carl Bowers & Sons	
			Unit	Price/\$	Unit	Price/\$	Unit	Price/\$
				Total/\$		Total/\$		Total/\$
26.	Furnish & Install Storm Box Manhole	31.5	vert.ft.	\$900.00		\$28,350.00		\$1,400.00
27.	Furnish & Install Storm Manhole Casting	8	ea.	\$500.00		\$4,000.00		\$400.00
28.	Adjust Storm Manhole Casting	4	ea.	\$250.00		\$1,000.00		\$400.00
29.	Furnish & Install Type "C" or "E" Inlet w/casting	3	ea.	\$2,000.00		\$6,000.00		\$1,750.00
30.	Furnish Storm Sewer Repair (Red Oak Ravine)	1	lump sum	\$7,000.00		\$7,000.00		\$7,000.00
31.	Furnish & Install 12" Water Main	3,030	lin.ft.	\$85.00		\$257,550.00		\$88.00
32.	Furnish & Install 8" Water Main	2,440	lin.ft.	\$56.00		\$136,640.00		\$77.00
33.	Furnish & Install 6" Hydrant Lead	160	lin.ft.	\$55.00		\$8,800.00		\$65.00
34.	Furnish & Install Hydrant	15	ea.	\$4,000.00		\$60,000.00		\$3,400.00
35.	Furnish & Install 12" Gate Valve w/box	29	ea.	\$3,500.00		\$101,500.00		\$3,000.00
36.	Furnish & Install 8" Gate Valve w/box	29	ea.	\$2,000.00		\$58,000.00		\$1,750.00
37.	Furnish & Install 6" Gate Valve w/box	19	ea.	\$1,500.00		\$28,500.00		\$1,200.00
38.	Furnish & Install 12" Bend	17	ea.	\$600.00		\$10,200.00		\$550.00
39.	Furnish & Install 8" Bend	60	ea.	\$400.00		\$24,000.00		\$300.00
40.	Furnish & Install 6" Bend	6	ea.	\$250.00		\$1,500.00		\$225.00
41.	Furnish & Install 1 1/2" Water Service	40	lin.ft.	\$55.00		\$2,200.00		\$125.00
42.	Furnish & Install 1" Water Service	490	lin.ft.	\$50.00		\$24,500.00		\$80.00
43.	Water Service Connection	25	ea.	\$500.00		\$12,500.00		\$300.00
44.	Furnish & Install Type "D-M" Inlet Protection	59	ea.	\$100.00		\$5,900.00		\$100.00
45.	Furnish & Maintain Traffic Control	1	lump sum	\$80,000.00		\$80,000.00		\$16,000.00
46.	Furnish & Install Extra Stone Bedding	600	ton	\$1.00		\$600.00		\$15.00
47.	Contaminated Soil Removal	50	ton	\$40.00		\$2,000.00		\$40.00
TOTAL ITEMS 1 THROUGH 47:				\$1,675,570.00		\$1,749,827.10		\$1,790,095.00

* CORRECTED FIGURE

BID TABULATION

UNIT X-16

Item	Description	Qty./	Unit	#4 - David Tenor Corp.		#5 - Jossart Brothers Inc.		#6 - Dornier, Inc.	
				Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
1.	Furnish & Install 15" Sanitary Sewer	35	lin.ft.	\$152.00	\$5,320.00	\$190.00	\$6,650.00	\$327.00	\$11,445.00
2.	Furnish & Install 12" Sanitary Sewer	548	lin.ft.	\$130.00	\$71,240.00	\$152.00	\$83,296.00	\$167.00	\$91,516.00
3.	Furnish & Install 10" Sanitary Sewer	652	lin.ft.	\$116.00	\$75,632.00	\$110.00	\$71,720.00	\$139.00	\$90,628.00
4.	Furnish & Install 8" Sanitary Sewer	1,045	lin.ft.	\$106.00	\$110,770.00	\$108.00	\$112,860.00	\$115.00	\$120,175.00
5.	Furnish & Install 4" - 6" Sanitary Lateral	585	lin.ft.	\$97.00	\$56,745.00	\$94.00	\$54,990.00	\$85.00	\$49,725.00
6.	Sanitary Lateral Connection	21	lin.ft.	\$485.00 *	\$10,185.00	\$300.00	\$6,300.00	\$114.00	\$2,394.00
7.	Furnish & Install Sanitary Manhole	110	vert.ft.	\$285.00	\$31,350.00	\$285.00	\$29,150.00	\$225.00	\$24,750.00
8.	Furnish & Install Outside Drop Sanitary Manhole	19	vert.ft.	\$430.00	\$8,170.00	\$430.00	\$8,170.00	\$410.00	\$7,790.00
9.	Furnish & Install Sanitary Manhole Casting	1	ea.	\$450.00	\$450.00	\$400.00	\$400.00	\$450.00	\$450.00
10.	Adjust Sanitary Manhole Casting	9	ea.	\$280.00	\$2,520.00	\$250.00	\$2,250.00	\$680.00	\$6,120.00
11.	Sanitary Spot Repair (7.5' deep)	1	ea.	\$6,800.00	\$6,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
12.	Furnish & Install 60" Storm Sewer	599	lin.ft.	\$245.00	\$146,755.00	\$227.00	\$135,973.00	\$223.00	\$133,577.00
13.	Furnish & Install 48" Storm Sewer	250	lin.ft.	\$210.00	\$52,500.00	\$174.00	\$43,500.00	\$169.00	\$42,250.00
14.	Furnish & Install 42" Storm Sewer	250	lin.ft.	\$185.00	\$46,250.00	\$162.00	\$40,500.00	\$137.00	\$34,250.00
15.	Furnish & Install 36" Storm Sewer	20	lin.ft.	\$190.00	\$3,800.00	\$150.00	\$3,000.00	\$232.00	\$4,640.00
16.	Furnish & Install 30" Storm Sewer	45	lin.ft.	\$129.00	\$5,805.00	\$145.00	\$6,525.00	\$119.00	\$5,355.00
17.	Furnish & Install 24" Storm Sewer	515	lin.ft.	\$114.00	\$58,710.00	\$102.00	\$52,530.00	\$95.00	\$48,925.00
18.	Furnish & Install 18" Storm Sewer	760	lin.ft.	\$81.00	\$61,560.00	\$97.00	\$73,720.00	\$83.00	\$63,080.00
19.	Furnish & Install 15" Storm Sewer	495	lin.ft.	\$79.00	\$39,105.00	\$83.00	\$41,085.00	\$75.00	\$37,125.00
20.	Furnish & Install 12" Storm Sewer	485	lin.ft.	\$67.00	\$32,495.00	\$80.00	\$38,800.00	\$72.00	\$34,920.00
21.	Furnish & Install 10" or 12" Inlet Lead	90	lin.ft.	\$78.00	\$7,020.00	\$82.00	\$7,380.00	\$92.00	\$8,280.00
22.	Furnish & Install 6" Storm Lateral	800	lin.ft.	\$62.00	\$49,600.00	\$64.00	\$51,200.00	\$58.00	\$46,400.00
23.	Furnish & Install 8" Storm Lateral Hook-Up	25	ea.	\$200.00	\$5,000.00	\$200.00	\$5,000.00	\$76.00	\$1,900.00
24.	Furnish & Install Storm Manhole - 4' dia.	66	vert.ft.	\$295.00	\$19,470.00	\$265.00	\$17,490.00	\$215.00	\$14,190.00
25.	Furnish & Install Storm Manhole - 8' dia.	9	vert.ft.	\$825.00	\$7,425.00	\$585.00	\$5,265.00	\$650.00	\$7,650.00

BID TABULATION

UNIT X-16

Item	Description	Qty./Unit	#4 - David Tenor Corp.		#5 - Jossart Brothers Inc.		#6 - Dornier, Inc.	
			Unit Price/\$	Total/\$	Unit Price/\$	Total/\$	Unit Price/\$	Total/\$
26.	Furnish & Install Storm Box Manhole	31.5	vert.ft.	\$38,115.00	\$2,025.00	\$63,787.50	\$1,609.00	\$50,683.50
27.	Furnish & Install Storm Manhole Casting	8	ea.	\$450.00	\$400.00	\$3,200.00	\$365.00	\$2,920.00
28.	Adjust Storm Manhole Casting	4	ea.	\$270.00	\$250.00	\$1,000.00	\$680.00	\$2,720.00
29.	Furnish & Install Type "C" or "E" Inlet w/casting	3	ea.	\$1,600.00	\$1,600.00	\$4,800.00	\$1,925.00	\$5,775.00
30.	Furnish Storm Sewer Repair (Red Oak Ravine)	1	lump su	\$18,000.00	\$8,100.00	\$8,100.00	\$25,000.00	\$25,000.00
31.	Furnish & Install 12" Water Main	3,030	lin.ft.	\$96.00	\$290,880.00	\$101.00	\$306,030.00	\$330,270.00
32.	Furnish & Install 8" Water Main	2,440	lin.ft.	\$79.00	\$192,760.00	\$95.00	\$231,800.00	\$248,880.00
33.	Furnish & Install 6" Hydrant Lead	160	lin.ft.	\$73.00	\$11,680.00	\$85.00	\$13,600.00	\$9,920.00
34.	Furnish & Install Hydrant	15	ea.	\$3,300.00	\$49,500.00	\$3,200.00	\$3,200.00	\$48,000.00
35.	Furnish & Install 12" Gate Valve w/box	29	ea.	\$2,750.00	\$79,750.00	\$3,000.00	\$87,000.00	\$79,750.00
36.	Furnish & Install 8" Gate Valve w/box	29	ea.	\$1,600.00	\$46,400.00	\$1,700.00	\$49,300.00	\$43,500.00
37.	Furnish & Install 6" Gate Valve w/box	19	ea.	\$1,175.00	\$22,325.00	\$1,200.00	\$22,800.00	\$22,800.00
38.	Furnish & Install 12" Bend	17	ea.	\$600.00	\$10,200.00	\$500.00	\$8,500.00	\$9,605.00
39.	Furnish & Install 8" Bend	60	ea.	\$300.00	\$18,000.00	\$255.00	\$15,300.00	\$18,900.00
40.	Furnish & Install 6" Bend	6	ea.	\$240.00	\$1,440.00	\$185.00	\$1,110.00	\$1,350.00
41.	Furnish & Install 1 1/2" Water Service	40	lin.ft.	\$155.00	\$6,200.00	\$90.00	\$3,600.00	\$2,920.00
42.	Furnish & Install 1" Water Service	490	lin.ft.	\$103.00	\$50,470.00	\$98.00	\$43,120.00	\$32,830.00
43.	Water Service Connection	25	ea.	\$400.00	\$10,000.00	\$300.00	\$7,500.00	\$19,375.00
44.	Furnish & Install Type "D-M" Inlet Protection	59	ea.	\$100.00	\$5,900.00	\$100.00	\$5,900.00	\$7,670.00
45.	Furnish & Maintain Traffic Control	1	lump su	\$35,000.00	\$35,000.00	\$16,000.00	\$25,724.00	\$25,724.00
46.	Furnish & Install Extra Stone Bedding	600	ton	\$12.00	\$7,200.00	\$10.00	\$6,000.00	\$9,000.00
47.	Contaminated Soil Removal	50	ton	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$1,250.00
TOTAL ITEMS 1 THROUGH 47:				* \$1,819,227.00		\$1,849,451.50		\$1,891,377.50

* CORRECTED FIGURE



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

Department of Utilities
Water Treatment Facility
2281 Manitowoc Road
Menasha, WI
920-832-5945 tel.
920-832-5949 fax

TO: Chairperson Kathy Plank and Members of the Finance Committee

FROM: Utilities Deputy Director Chris Stempa

DATE: April 7, 2016

RE: *Finance Committee Action: Approve positive budget variance transfer of \$50,000 from the 2016 AWTF Chemical Storage Room CIP to the AWTF Generator Emissions Control Project*

Finance Committee Action: Approve contract for the Installation of Emission Control Equipment on AWTF Generators to August Winter and Sons, Inc for \$46,500 with a contingency of \$3,500 and a project total not to exceed \$50,000

BACKGROUND:

On February 17, 2016 Common Council approved the purchase of an emissions control system from Fabick Power Systems in an amount not to exceed \$130,718. This was the first step in the process to expedite the delivery of emissions compliant equipment (eight week lead time) that will satisfy U.S. Environmental Protection Agency's (EPA) Clean Air Act requirements while preserving an existing capacity agreement with WPPI.

The February 2016 purchase award included the emissions control equipment, data loggers, crankcase and generator crankcase ventilation system, custom insulation blanket installation, electrical component installation, and equipment startup and commission services. It did not include the removal of the existing exhaust system, construction of framing supports, or the installation of the emissions control devices. It was determined to be necessary to segregate the approval for the equipment purchase (through Fabick) from the approval for the project task balance that included removal of the existing system, fabrication, and emissions device installation because of the known equipment lead time and the need to meet the June 1, 2016 WPPI capacity agreement date.

The emissions control equipment purchase was necessitated by recent challenges to the EPA RICE rules (for reciprocating internal combustion engines). In May 2015, the U.S. Court of Appeals for the D.C. Circuit struck down the federal regulatory provisions that allow emergency stationary combustion engines to participate in demand response programs for up to 100 hours per year. That challenge reverted the allowable "non-emergency" operation without the need for emissions control devices back to a 50 hour per year maximum threshold. The current WPPI capacity agreement with the Appleton

Water Treatment Facility (AWTF) requires up to 50 hours. That total combined with historical annual AWTF non-emergency operation (e.g. maintenance operation) would exceed the 50 hour per year threshold, and thus the units would be interpreted as non-compliant. The U.S. Court of Appeals granted the U.S. Environmental Protection Agency's motion to stay issuance of the court's mandate, leaving the regulatory provisions (100 hours per year) in place through May 1, 2016.

WPPI has indicated that they would not be able to continue the current capacity agreement following the federal rule change without the Appleton Water Treatment Facility (AWTF) complying with EPA RICE rules. That would represent a loss in annual revenue to the AWTF of \$70,000 - \$100,000. If the City completes this project by June 1, 2016 the existing capacity agreement would be amended from \$3.00 kW to \$4.00 kW rate which would yield greater annual revenues than the current agreement. If the project is not completed until later in the year, the City could make arrangements for an agreement with WPPI 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 2016 AWTF Chemical Storage Room CIP has available funding that would cover the project equipment and installation shortfall.

RECOMMENDATION:

Approve contract for the Installation of Emission Control Equipment on AWTF Generators to August Winter and Sons, Inc. for \$46,500 with a contingency of \$3,500 for a project total not to exceed \$50,000

Approve positive budget variance transfer of \$50,000 from the 2016 AWTF Chemical Storage Room CIP to the AWTF Generator Emissions Control Project.

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



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

MEMORANDUM

TO: CEDC and Finance

FROM: Karen Harkness, Director of Community & Economic Development

DATE: April 8, 2016

RE: Offer to Purchase - 110 W. Edgewood Drive

110 W. Edgewood Drive is currently in the Town of Grand Chute and connects to the City of Appleton via Edgewood Drive. It is located south of Broadway Drive, east of Richmond Street, and west of Meade Street. Please see the attached map for location of this property. The site currently has a single-family residential home, 45' x 30' outbuilding and sits on 7.29 acres.

This site is shown on the City's Future Land Use Map as Business/Industrial. The NE Lift Station is scheduled to be built just north of this site. Spartan Drive is officially mapped to the north of this property and Sommers Drive is officially mapped to the west.

Annexation of the site is consistent with the boundary agreement with the Town of Grand Chute and purchase of this property provides the City with control of its future land use in this growth corridor.

Prior to making this offer to purchase, the Community and Economic Development staff analyzed comparable sales data and reviewed growth trends, the Comprehensive Plan 2010-2030, utility and infrastructure access, and the needs of the community.

The Comprehensive Plan states:

Objective 9.4.1 "Ensure a continued adequate supply of industrial and commercial land to sustain new business development."

Objective 9.4.2 "Proactively acquire property targeted for redevelopment and develop a land bank to assist in property assembly."

After this detailed analysis, an offer to purchase for \$299,900 was submitted April 1, 2016 with the following contingencies:

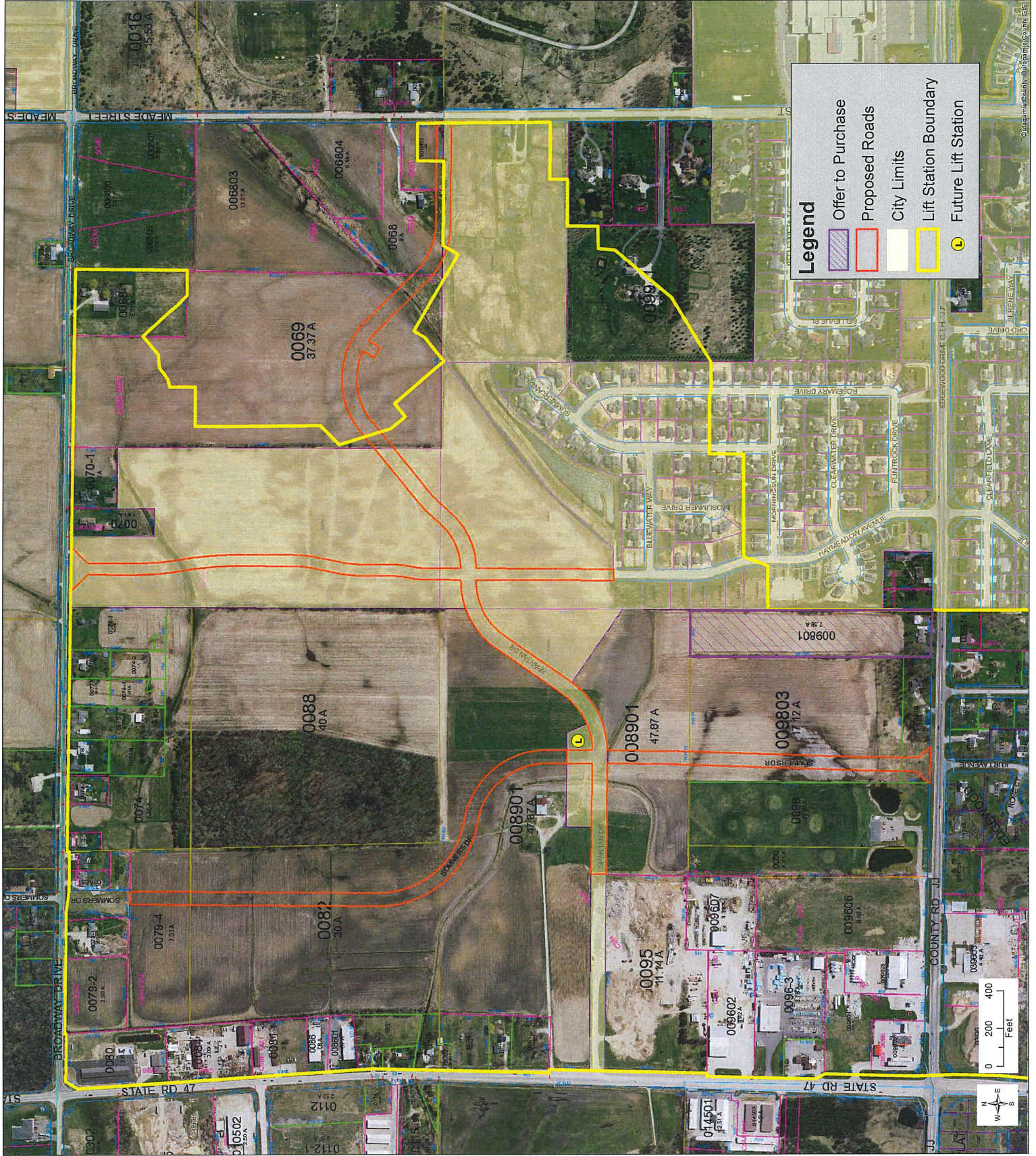
- Approval of this offer to purchase via the City's approval process on or before May 1, 2016.
- Inspection of home and outbuilding to buyer's satisfaction, including radon/well/septic testing.
- Land feasibility study, including but not limited to, wetland delineation, phase 1, etc.

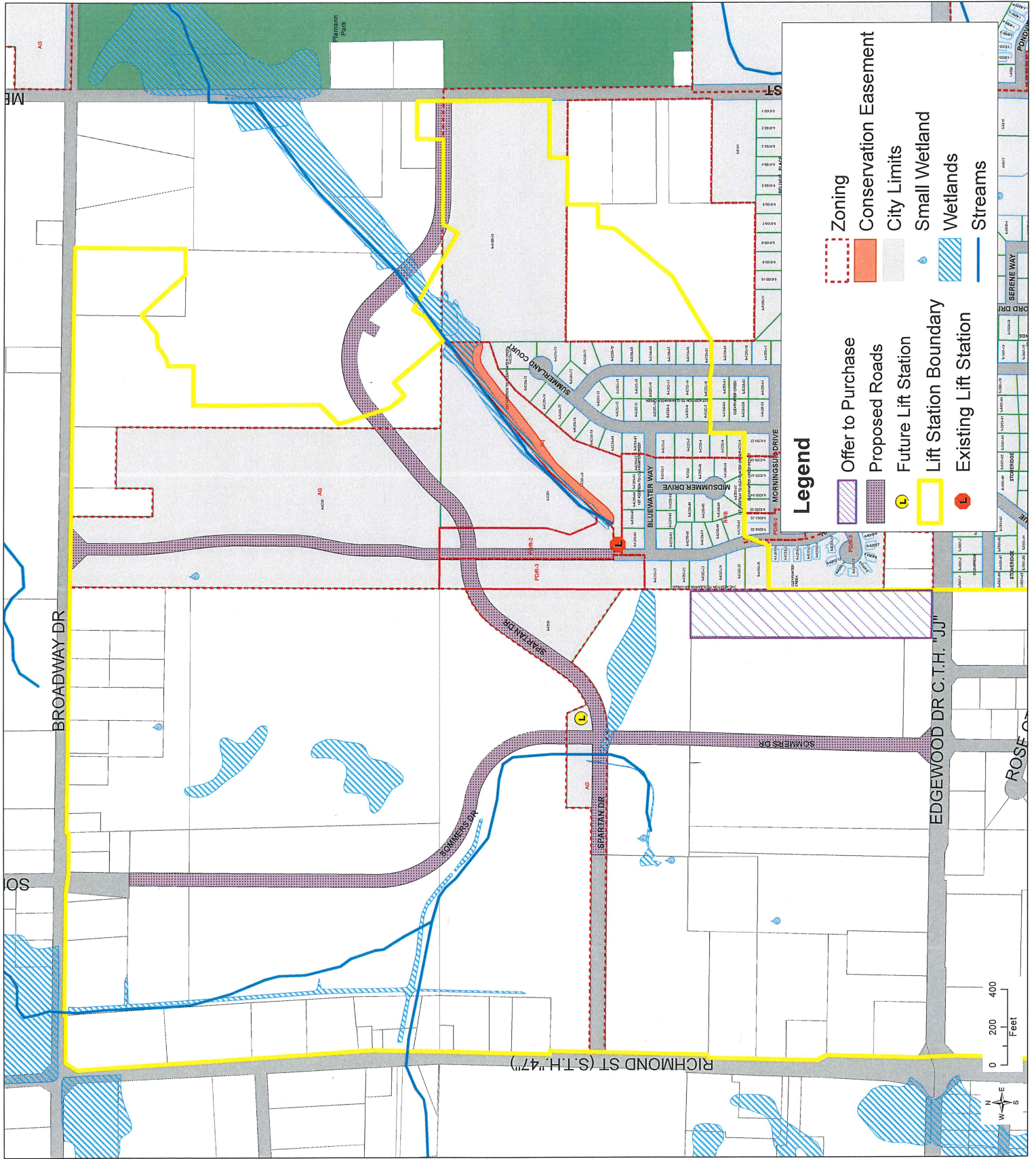
- Buyer being able to review and being satisfied with any land leases, encumbrances, easements or agreements/MOU, within 20 business days of this Offer to Purchase.

The Industrial Park Land fund is the clearinghouse for the City's industrial and business park land sale revenue, acquisition of associated land, debt service from prior acquisition and land development costs associated with industrial/business park infrastructure. The fund balance in the Industrial Park Land Fund as of March 31, 2016 is \$1,750,097 and monies from this fund would be used to purchase this property as well as \$9,700 for due diligence as outlined in the contingencies.

Staff Recommendation:

The City approves the offer to purchase of 110 W. Edgewood Drive and authorizes the budget adjustment from the Industrial Park Land Fund for the associated acquisition and due diligence costs totaling \$309,600.00.





WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 1, 2016 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3 **GENERAL PROVISIONS** The Buyer, City of Appleton, 100 N. Appleton Street, Appleton WI 54911
4 offers to purchase the Property known as [Street Address] 110 West Edgewood Drive
5 in the Town
6 of Grand Chute County of Outagamie Wisconsin (Insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ **PURCHASE PRICE:** Two hundred ninety-nine thousand nine hundred dollars and zero cents
9 Dollars (\$299,900.00).
10 ■ **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 1,500.00
11 will be mailed, or commercially or personally delivered within 7 business days of acceptance to listing broker or
12
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items:
16
17 ■ **NOT INCLUDED IN PURCHASE PRICE:**
18
19 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before Monday, April 4, 2016, at 8:30 a.m. central standard time. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional):
39 Buyer's recipient for delivery (optional): Karen Harkness, Director of Community and Economic Development @ 920-209-9520
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: () Buyer: ()
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller:
48 Delivery address for Buyer:
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional):
54 E-Mail address for Buyer (optional): Karen.Harkness@appleton.org
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION**: "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

CLOSING This transaction is to be closed no later than May 15, 2016

at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

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

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

Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

RENTAL WEATHERIZATION This transaction ~~(is)~~ (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, ~~(Buyer)~~ (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes 1-4 dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's Real Estate Condition Report dated , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

ADDITIONAL PROVISIONS/CONTINGENCIES

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

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

202 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 218 [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
 221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
 229 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
 230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
 231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
 234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency. If, after review of the loan
 240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 242 unacceptability.

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
 244 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
 248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
 255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
 271 deadlines provide adequate time for performance.

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

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

281 If Buyer defaults, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

- 286 (1) sue for specific performance; or
287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

304 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308 _____

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) earnest money payment(s); (2) binding acceptance; (3)~~
319 ~~occupancy; (4) date of closing; (5) contingency deadlines~~ **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____
321 _____

322 _____, If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

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

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
 375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 389 Seller disagrees with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 409 to the Wisconsin Department of Natural Resources.

410 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of as listed beginning on line 437 through 441

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 436 _____
437 1) Offer is contingent upon approval of this Offer to Purchase via the City's approval process on or before May 1, 2016.
438 2) Offer is contingent upon inspection of home and outbuilding(s) to buyers satisfaction, including radon/well/septic testing.
439 3) Offer is contingent upon a land feasibility study, including, but not limited to, wetland delineation, phase I, etc.
440 4) Offer is contingent upon buyer being able to review and being satisfied with any land leases, encumbrances, easements or
441 agreements/MOU's, within twenty (20) business days of this Offer to Purchase.

442 _____
443 This Offer was drafted by [Licensee and Firm] Emily Truman, Assistant City Attorney

444 _____ on April 1, 2016

445 (x) Karen E. Harkness

4/1/2016

446 Buyer's Signature ▲ Print Name Here ►

Date ▲

447 (x) _____

448 Buyer's Signature ▲ Print Name Here ►

Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) Steven P Kasper

4/2/16

456 Seller's Signature ▲ Print Name Here ► Steven P Kasper

04/02/2016 ▲

457 (x) Kathy Kasper

02:02 PM CDT

458 Seller's Signature ▲ Print Name Here ► Kathy Kasper

Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] Corey Krueger - Str Service Realty, Inc.

460 _____ on 4-2-16 at 1:30 am/pm

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 _____ Seller Initials ▲ Date ▲

_____ Seller Initials ▲ Date ▲