



City of Appleton

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

Meeting Agenda - Final Finance Committee

Tuesday, June 7, 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

[16-917](#)

May 24, 2016 Finance Committee minutes

Attachments: [MeetingMinutes24-May-2016-12-30-30.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[16-919](#)

Request to approve Finance Committee Report 3-P-16 for Sanitary Sewer, Storm Sewer and Laterals.

Attachments: [Report 3-P-16.pdf](#)

[16-922](#)

Request to award the City of Appleton Municipal Services Building 2016 HVAC Replacement Project contract to B&P Mechanical, Inc. in the amount of \$338,800 with a contingency of \$8,400 for a contract total not to exceed \$347,200.

Attachments: [2016 MSB HVAC replacement award and budget adjustemnt.pdf](#)

[16-925](#)

Request to approve the following 2016 budget adjustment:

Facilities Capital Projects Fund

MSB Roof Replacement Project	- \$35,000
Fire Stations #3 & #5 Exterior Lighting Project	- \$30,000
MSB HVAC Replacement Project	+\$65,000

to reallocate positive budget variance from MSB roof replacement project and Fire Stations exterior lighting project to MSB HVAC replacement project (2/3 vote required).

Attachments: [2016 MSB HVAC replacement award and budget adjustemnt.pdf](#)

[16-926](#)

Request to approve entering an intergovernmental agreement with the Appleton Area School District for the purpose of the joint establishment, operation and cost sharing of an employee health clinic.

Attachments: [Memo Intergovernmental agreement.pdf](#)
[Intergovernmental Agreement.pdf](#)

[16-927](#)

Request to approve payment to ThedaCare for the City's share of facility location expenses during the three year term that ThedaCare also provides the employee health clinic services.

Attachments: [Lease Memo.pdf](#)
[Lease Proposal.pdf](#)

6. Information Items

[16-928](#)

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	+\$17,050
Library Materials and Supplies	+\$7,300
Other Contracts/Obligations	+\$9,750

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

Grant Proceeds	+\$9,500
Salaries - Children's Services	+\$1,800
Supplies - Children's Services	+\$7,700

to record grant funds received from BMO Harris to support ELL programming and staff

Reimbursements - Friends of the Library	+\$77,694
Other Contracts/Obligations - Children's Services	+\$77,694

to record funds received from the Friends of the Appleton Public Library United Way Fox Cities Innovation Grant fund for the Reach Out and Read Fox Cities program.

General Fund - Fire Department

Donations	+\$1,878
Miscellaneous Supplies - Public Education	+\$1,878

to record the purchase of rehabilitation equipment through the Assistance to Firefighters Grant.

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 regarding this agenda, please contact Tony Saucerman at (920) 832-6440.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes Finance Committee

Tuesday, May 24, 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: 5 - Alderperson Plank, Alderperson Dannecker, Alderperson Lobner,
Alderperson Martin and Alderperson Siebers

3. Approval of minutes from previous meeting

[16-816](#)

April 26, 2016 and May 18, 2016 Finance Committee minutes

Attachments: [MeetingMinutes26-April-2016-07-32-26.pdf](#)
[Finance Minutes 5-18-16.pdf](#)

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

Aye: 5 - Alderperson Plank, Alderperson Dannecker, Alderperson Lobner,
Alderperson Martin and Alderperson Siebers

4. Public Hearings/Appealances

5. Action Items

[16-817](#)

Request to declare contractor in default and terminate contract for Municipal Services Building Trench Drain Reconstruction to Wood Sewer & Excavating, Inc in the amount of \$199,660.

Attachments: [2016 Municipal Services Trench Drain Contract Cancellation.pdf](#)

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

Aye: 5 - Alderperson Plank, Alderperson Dannecker, Alderperson Lobner,
Alderperson Martin and Alderperson Siebers

[16-818](#)

Request to approve the following 2016 Budget adjustment:

Facilities Capital Projects Fund

Alicia Park Hill Slope Project	+\$32,000
Park Pavilion Roofs Project	- \$32,000

to reallocate positive budget variance from the Park Pavilion Roofs project to the Alicia Park Hill Slope Project.

Attachments: [2016 Roof Replacement-Alica Hillside Budget Adjustment.pdf](#)

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

Aye: 5 - Alderson Plank, Alderson Dannecker, Alderson Lobner, Alderson Martin and Alderson Siebers

[16-857](#)

Request to award Unit E-16 miscellaneous street and excavation repairs to Al Dix Concrete Inc. in an amount not to exceed \$497,000.

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

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

Aye: 5 - Alderson Plank, Alderson Dannecker, Alderson Lobner, Alderson Martin and Alderson Siebers

6. Information Items

[16-860](#)

Chairman's update on Resolution for Alderson remote participation in Council meetings

This Presentation was received and filed

7. Adjournment

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

Aye: 5 - Alderson Plank, Alderson Dannecker, Alderson Lobner, Alderson Martin and Alderson Siebers

PROJECT LIMITS:

3-P-16

SANITARY SEWER, STORM SEWER AND LATERALS

Glendale Avenue from Birchwood Avenue to Mason Street
Grant Street from Nicholas Street to Mason Street

In accordance with the preliminary resolution of the Common Council dated June 15, 2016 we herewith submit our report on the assessment of benefits on the above named construction.

This report consists of the following:

Schedule A - Preliminary plans and specifications on file in the office of the Director of Public Works.

Schedule B - The total cost within the project limits in accordance with the plans and specifications in Schedule A is **\$1,675,570.00.**

Schedule C - Proposed Assessments. The properties included within the project limits are benefited and the work or improvements constitute an exercise of the police power. The total value of assessments is **\$21,660.00.**

Finance Committee



"...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: 06-07-2016

RE: Action: Award the City of Appleton Municipal Services Building "2016 HVAC Replacement Project" contract to B & P Mechanical, Inc. in the amount of \$338,800 with a contingency of \$8,400 for a contract total not to exceed \$347,200.

Action: Approve positive balance transfer of \$35,000 from the "MSB Roof Replacement Project" to "MSB HVAC Replacement Project."

Action: Approve positive balance transfer of \$30,000 from the "Fire Stations #3 and #5 Exterior Lighting Project" to "MSB HVAC Replacement Project."

The 2016 Capital Improvement Plan includes \$295,000 for replacing the HVAC system at the Municipal Services Building. The project includes installing a new variable air volume distribution system and new rooftop units to the offices. The existing HVAC system is at the end of its life cycle, and is energy inefficient compared to the proposed system. This project will also include the replacement of existing ceiling tiles, office lighting, and incorporate the HVAC system into the backup generator system.

The bids were received as follows:

B & P Mechanical, Inc. (low bid)	\$338,800
Great Lakes Mechanical, Inc.	\$377,200
Reeke-Marold Company	\$390,795

During design phase it was determined that an additional roof top unit is required and that this area should be served by back-up power during emergencies, thus raising the anticipated cost of this project. We are requesting to utilize positive variances from the Municipal Roof Project and the Fire Stations #3 and #5 Exterior Lighting Upgrade Projects that had bid below estimates.

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to B & P Mechanical, Inc. Therefore, the Parks, Recreation, and Facilities

Management Department recommends awarding the contract to B & P Mechanical, Inc. in the amount of \$338,800 plus a contingency of \$8,400 only to be utilized as needed.

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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



Human Resources Department
100 N. Appleton Street
Appleton, WI 54911

MEMO

To: Alderperson Plank and Members of the Finance Committee
From: Sandy Behnke, Human Resources Director
Date: June 2, 2016

Re: Request to approve entering an intergovernmental agreement with the Appleton Area School District for the purpose of the joint establishment, operation and cost sharing of an employee health clinic.

The City of Appleton and the Appleton Area School District agree in principal to the following key terms for the joint establishment, operation and cost sharing of an employee health clinic:

*Three year term with automatic renewal for successive one year terms unless notification of termination by either party.

*The Agreement Administrators shall be:
City: Director of Human Resources
District: Chief Financial Officer

*Each party will enter into a services contract with ThedaCare for the initial three year term to staff and operate the clinic.

*The parties will create an Advisory Group consisting of one or more representatives of each party to meet and discuss operation of the Clinic, scope of services, staffing, hours of operation, pricing, Provider Contracts and all other provisions necessary or beneficial to the operation of the clinic.

*Payment of Fees and Improvements by the parties (startup costs for equipment, supplies and furniture):
City: 50%
District: 50%

*Payment of Office Lease Expenses:
City: 29%

District: 71%

*Payment of Health Provider Expenses:

City: 29%

District: 71%

*Parties agree to review the previous six month's usage by each party's employees and determine an appropriate adjustment to the percentage paid by each Party. Percentages shall approximately represent clinic use by the respective Parties' employees.

*Parties agree to a minimum contribution percentage regardless of actual clinic use:

City: 15%

District: 50%

*Payment of expenses for special services shall be the responsibility solely of the party requiring the program or service

*Withdrawal by either party after the initial term of the agreement shall be 90 days.

The District's Legal Staff is still reviewing the draft agreement (attached). If any substantive changes are negotiated subsequent to Council's approval of the terms outlined above, the modifications would be brought back to the Council for approval.

If you have any questions regarding this request, please feel free to contact me directly at (920) 832-6426.

**INTERGOVERNMENTAL COOPERATION AGREEMENT
UNDER WIS. STATS. SEC. 66.0301
FOR OPERATION OF AN EMPLOYEE HEALTH CLINIC**

This Intergovernmental Cooperation Agreement (“**Agreement**”) is entered into as of the 16th day of June, 2016 (“**Effective Date**”), by and between the CITY OF APPLETON, Outagamie County, Wisconsin (“**City**”) and the APPLETON AREA SCHOOL DISTRICT (“**District**”), all of which are political subdivisions of the State of Wisconsin and are organized and existing pursuant to the Wisconsin Constitution, and enter into this Agreement under the authority granted in Wis. Stats. § 66.0301 for the purpose of establishing a clinic to provide health and wellness services to its employees. The City and the District, and any additional members pursuant to Article 4 hereunder, are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Parties wish to cooperate in the provision of health and wellness services for members of the Parties’ health plans through the operation of an employee health and wellness clinic (“**Clinic**”), with the aims of better controlling health care expense and achieving more healthful and productive employees, to the mutual benefit of the Parties and their employees and taxpayers; and

WHEREAS, the Provider of the Clinic intends to lease agreed-upon premises located at 1818 N. Meade Street, Suite 120, Appleton, Outagamie County, Wisconsin (“**Property**”); and

WHEREAS, the Parties wish to have the Provider assist the Parties by establishing and operating a wellness clinic at the Property and provide other value-added services, which will be designed to assist the Parties in supplementing the current health benefit plans offered to the Parties’ respective employees, as well as reduce occupational medicine costs associated with workers’ compensation and decreasing lost productivity due to illness-related absences; and

WHEREAS, such Agreement may bind the Parties for the length of time herein specified;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

**ARTICLE I
AGREEMENT TERM AND ADMINISTRATION**

1.1 Agreement Term. The term of this Agreement (the “**Initial Term**”) shall begin on the Effective Date and end on August 15, 2019. Unless terminated by any Party pursuant to Section 4.1(a) of this Agreement, or modified in writing approved by all Parties hereto, this

Agreement will automatically renew for successive one-year Subsequent Terms on August 15, 2019, and each August 15th thereafter.

1.2 Agreement Administrators. The following individuals are hereby designated as the official Agreement Administrator for the Party identified. These individuals shall be authorized to make decisions regarding operation of the Clinic and administration of this Agreement, not inconsistent with this Agreement, with the Provider Contracts, and with the authority granted to them by their respective governing body, and may accept service of any official notice required under this Agreement or any amendment, addendum, or exhibit thereto.

Chief Financial Officer, Appleton Area School District
Director of Human Resources, City of Appleton, Wisconsin.

Any Party may replace an Agreement Administrator upon written notice to all other Parties.

ARTICLE II OPERATION OF CLINIC

2.1 Contract with the Provider. Each of the Parties shall enter into a services contract (“**Provider Contracts**”) with a health services provider (“**Provider**”) to staff and operate the Clinic. The Provider Contracts shall be for a term at least equal to the Initial Term of this Agreement. At the time this Agreement was drafted it was anticipated that the Provider during the initial term of this Agreement will be ThedaCare, Inc., but the selection of the Provider and the terms and negotiation of the Provider Contracts are the responsibility of the Parties. The Provider Contracts shall establish the scope of services, staffing, hours of operation, pricing, insurance requirements, indemnification and other provisions necessary for the operation of the Clinic by the Provider.

2.2 Advisory Group. The Parties hereby authorize and direct the creation of an Advisory Group (“**Advisory Group**”) consisting of one or more representatives of each Party, as designated by that Party’s chief executive officer. The Advisory Group will meet quarterly to discuss operation of the Clinic, including, without limitation, the scope of services, staffing, hours of operating, pricing, Provider Contracts, and all other provisions necessary or beneficial for the operation of the Clinic. Other interested persons, such as but not limited to consultants, may be invited to attend Advisory Group meetings by agreement of the Parties.

The Advisory Group shall not have any authority to exercise any governmental authority, may not make financial commitments on behalf of any Party, and may not act on behalf of or bind any Party or any Party’s officers, agents, managers, or elected officials in any regard whatsoever. The Advisory Group may discuss the Clinic operation as well as each Party’s management of their Provider Contracts in an effort to coordinate the overall Clinic operation in the most beneficial manner possible. The Advisory Group may not require any Party to take any action.

**ARTICLE III
PAYMENT OF CLINIC-RELATED EXPENSES**

3.1 Payment of Fees and Improvement Costs by Parties.

(a) Subject to certain terms and conditions, Provider has agreed to partially fund initial clinic startup costs for furniture, equipment and supplies. Any such startup costs that exceed direct funding from Provider shall be paid by the City and then apportioned, for reimbursement purposes, as follows:

City: 50%
District: 50%

(b) If the Parties agree that improvements should be made to the Clinic facility at the Parties' expense, then the cost of such improvements will be paid according to the same percentages as set forth in (a), unless the Parties all expressly agree in writing to a different proportion.

3.2 Payment of Office Lease Expenses.

(a) Each Party shall be responsible for paying a portion of office lease expenses for the Clinic according to the following percentages, which will remain in effect at least from the Effective Date through December 1, 2016:

City: 29%
District: 71%

3.3 Payment of Health Provider Expenses.

(a) Fees charged under the Provider Contracts for the services of nurse practitioners, physician's assistants, chiropractors, medical assistants, receptionists and the like will be paid by the Parties according to the following percentages, which will remain in effect at least from the Effective Date through December 1, 2016:

City: 29%
District 71%

(b) On or about the 1st of each September, December, March, and June thereafter, during the term of this Agreement, the Parties through the Advisory Group will examine the usage of Clinic services by employees and dependents of each Party over the past quarter and over the past four quarters (if applicable), and will consider in good faith whether the number of service hours of any category of service should be increased or decreased.

(c) On or about the 1st of each June and December the advisory group shall examine and compare the previous six months' usage by each Party's employees and determine an appropriate adjustment to the percentage paid by each Party, as set forth in sec. 3.2 and 3.3, for the next six month period. Percentages shall approximately represent clinic use by the respective Parties' employees. Periodic adjustments pursuant to this section may be automatically implemented upon mutual agreement of the Party Administrators identified in sec. 1.2.

3.4 Minimum Contribution Percentages. The Parties recognize that while payments under this Article are designed to periodically fluctuate based on each Party's respective historical usage, establishing minimum contribution amounts is necessary to also allow some stability for budgeting and planning purposes. Accordingly, regardless of actual use, each Party's contribution under Secs. 3.2 and 3.3 shall not be less than the following:

City:	15%
District:	50%

3.5 Payment of Expenses for Special Services. If any of the Parties requires a specific program or service to be developed and delivered by the Provider, then the costs allocable to that specific program or service will be the sole responsibility of the Party or Parties requiring the program or service and will not be included in the costs allocated under Section 3.3.

3.6 Time of Payment. Each Party must make each payment required under this Article to the Provider, or as directed by the Provider, within the time specified or provided for each payment under that Party's Provider Contract.

ARTICLE IV TERMINATION OF AGREEMENT; WITHDRAWAL OR EXPULSION OF PARTIES; NEW PARTIES

4.1 Withdrawal of Parties.

(a) Any Party may terminate this Agreement and withdraw as a Party at the expiration of the Initial Term, or at the expiration of any Subsequent Term, by delivering written notice of termination to the other Parties in accordance with the following provisions:

(i) The termination date ("Termination Date") shall be the last day of the then-current Initial Term or Subsequent Term, as the case may be.

(ii) The Party electing to terminate this Agreement shall deliver to the other Parties written notice of termination not later than 90 days prior to the Termination Date.

(b) Upon withdrawal, the withdrawing Party shall remain responsible for its share of costs incurred prior to the Termination Date, and will not be entitled to recoupment of the

startup costs or any subsequent improvement costs paid. The terminating Party shall continue to be responsible for all costs which survive the termination of the Provider Contract, as provided for in the Provider Contract.

4.2 Expulsion of Parties.

(a) A Party may be expelled from this Agreement for cause by majority vote of the other Parties. Cause for termination consists of a substantial breach of the terms of this Agreement or a failure to cure any Default under Article VI.

(b) Upon expulsion, the expelled Party continues to be responsible for its share of the costs of any improvements, office lease expenses, health care provider fees, and expenses for special services incurred prior to such expulsion pursuant to this Agreement until the end of the current Term unless relieved of this obligation by mutual agreement of the remaining Parties.

4.3 Addition of New Parties.

(a) After the Effective Date of this Agreement, additional municipalities (as that term is defined in Wis. Stat. § 66.0301) may join in this Agreement upon unanimous approval by the existing Parties. Approval shall be conditioned upon the adoption by the governing body of the new municipality of the terms and provision of this Agreement by resolution, with a certified copy of the resolution provided to each Party.

(b) Before a new Party joins under this Agreement pursuant to this Section, all Parties must agree to a reallocation of the percentage of fees and expenses and proportional reimbursement of any improvement costs borne by the City and District.

4.4 Disposition of Property.

(a) If a Party withdraws from this agreement and the remaining party or parties elect to continue operating the Clinic, the withdrawing party shall forfeit any ownership interest in equipment or supplies acquired by the Parties for the Clinic operation. If the Parties mutually agree to discontinue the Clinic operation, any equipment or supplies acquired by the Parties during the course of the Clinic's operation shall be disposed of in an equitable fashion with the equipment and supplies, or proceeds from the sale thereof, being divided among the Parties based upon the most recent allocations calculated pursuant to Sec. 3.1.

ARTICLE V

STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

5.1 The Parties enter into this Agreement with a full understanding that the success of the Clinic depends upon the commitment of the Parties to work diligently and cooperatively to accomplish their mutual objectives with respect to the Clinic.

5.2 The Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in a spirit of cooperation consistent with the intent of this Agreement.

5.3 In case any dispute regarding the validity, operation, enforcement, breach, or interpretation of this Agreement may arise which cannot be resolved by mutual consent of the Parties, then the Parties shall, in good faith, attempt to mediate any dispute arising out of or in connection with this Agreement with a mediator selected by and agreed upon by the Parties.

ARTICLE VI

DEFAULT

If any Party shall fail to perform, or shall violate, any covenant, term, condition, or obligation of this Agreement, and if such failure to perform or such violation shall remain uncured for a period of thirty (30) days or more after notice of such failure or violation from any other Party, then such failure or violation shall constitute a "Default" under this Agreement; provided, however, that if such failure or violation cannot reasonably be cured within the pertinent thirty (30) day period, and if the Party notified of its failure or violation thereafter immediately commences and diligently and without interruption pursues a cure of such failure or violation, then such Party shall have a reasonable period, not exceeding one hundred twenty (120) days, to cure such failure or violation before the same shall be considered a Default. In the event of any Default, each non-Defaulting Party shall, without any notice (except only the notice of failure or violation required under this Article VI), be entitled to exercise at its option--whether concurrently, successively, or in any combination any and all remedies available at law or in equity, including without limitation any one or more of the following: (i) expulsion of the defaulting Party under Section 4.2; and (ii) recovery from the defaulting Party of all cost, damage, loss, and expense (including attorneys' fees) reasonably paid or incurred by each non-Defaulting Party as a result of any such Default.

ARTICLE VII

AUTHORIZING RESOLUTIONS

This Agreement is entered into by the Parties pursuant to the authority granted under Wis. Stats. § 66.0301 and other provisions of the Wisconsin Statutes. Each Party has authorized and directed the representatives of the governing body to enter this Agreement on behalf of the Party.

ARTICLE VIII HIPAA COMPLIANCE

Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“**HIPAA**”) to the extent those regulations apply to the services provided to the Party under the Provider Contract and this Agreement. The Parties recognize the importance of protecting the privacy and security of protected health information. The Parties agree to only use and disclose protected health information in accordance with state and federal law.

ARTICLE IX RECORDS

The Parties shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. The Parties shall have a duty of cooperation to each other as to access to and maintenance of such records and financial statements and all Parties agree to cooperate with one another to provide access to records and financial statements that promote the efficient provision of services by, and operation of, the Clinic.

ARTICLE X MISCELLANEOUS

10.1 No Assignment. No Party to this Agreement may assign its interest in this Agreement to any other entity or individual.

10.2 Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The Parties further acknowledge and agree that each Party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

10.3 Captions. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement

10.4 Governing Law. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement will lie in the Circuit Court for Outagamie County.

10.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument.

10.6 No Third-party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. No third party (including, without limitation, any employees of the Parties) shall have, obtain, or derive from this Agreement any rights or other benefits or interests, under law, in equity, or otherwise.

10.7 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Parties.

10.8 Exculpatory Provision. The Parties expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or official (elected or appointed) of any Party shall have any personal liability or obligation arising out of this Agreement, and no Party shall make any claim to the contrary.

10.9 No Waiver. No failure to exercise, and no delay in exercising, any right, power, or remedy under this Agreement on the part of any Party shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term, or condition contained in this Agreement shall not be construed as a waiver of any, subsequent breach of the same covenant, term, or condition.

10.10 Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

10.11 Indemnification. Each Party retains for itself all legal responsibility for any injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment. Nothing in this Agreement shall be construed as an assumption or indemnification by one Party of any legal liability of the other Party. The obligations of the Parties under this provision shall be subject to the limitations set forth in Wis. Stat. § 893.80 and Wis. Stat. § 895.46, and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

CITY OF APPLETON

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Provision has been made to pay the
liability that will accrue under this
contract.

Approved as to form:

Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney

APPLETON AREA SCHOOL DISTRICT

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

J:\Attorney\WORD\CRB\Human Resources\Employee Health Clinic\Intermunicipal Agreement - City and AASD.doc



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

Human Resources Department
100 N. Appleton Street
Appleton, WI 54911

MEMO

To: Alderperson Plank and Members of the Finance Committee
From: Sandy Behnke, Human Resources Director
Date: June 3, 2016

Re: Request to approve payment to ThedaCare for the City's share of facility location expenses during the three year term that ThedaCare also provides the employee health clinic services.

The City of Appleton and the Appleton Area School District, in conjunction with ThedaCare, have located a proposed site for operation of an employee health clinic. The site is located in the AMC building at 1818 N. Meade Street Suite 120 (Formerly the Oncology Office for ThedaCare). The proposed site is very close to move-in ready and only a few modifications will need to be made. We anticipate that the tenant improvement allowance provided for in the proposal will be adequate to prepare the location for operation.

I have attached a copy of the lease proposal that outlines the terms of the lease. ThedaCare will be the lease holder and will bill the parties for their respective share of the lease costs as outlined in the Intergovernmental Agreement.

In addition to the lease costs, we anticipate a not to exceed of \$20,000 for furnishings for the clinic. Cost allocation between the parties is outlined in the Intergovernmental Agreement.

I have also attached a revised spreadsheet of the anticipated savings breakdown with the lease costs incorporated. The expenses to operate the clinic will be funded by the anticipated savings in claim costs under the City's self-funded medical plan.

If you have any questions or need additional information, please contact me directly at (920) 832-6426.



Lillibridge Healthcare Services, Inc.
820 E. Grant Street, Suite 235 / Appleton, WI 54911 / Lillibridge.com
main 920 735 7628 / fax 920 735 7633

May 16, 2016

Ms. Pam Berth
Account Executive
ThedaCare at Work
820 Association Drive
Appleton, WI 54914

Re: Lease Proposal
1818 N. Meade Street, Suite 120

Dear Pam:

We are pleased to present the following new lease proposal to you representing the space located at 1818 N. Meade Street, (MOB West), Suite 120, Appleton, WI 54911. This proposal is submitted for your review based upon the following terms and conditions and shall expire in 30 days from the date hereof:

Please understand that our rates and square footages are based on usable square footage (USF), which equals the amount of square footage within the suite. Some rates and square footages quoted in the market are done on rentable square footage (RSF) which equals the amount within the suite plus a proportionate share of the common areas. Square footages presented in Leases/Proposals that are on a rentable basis are always higher than those on a usable basis due to factoring in the common areas, but rates are generally lower. Effectively it usually comes out to be the same annual rent payment (i.e. "Rentable" Leases are written with more square footage at lower rates; "Useable" Leases are written with less square footage at slightly higher rates).

TENANT LOCATION:	1818 N. Meade Street, Suite 120 Appleton, WI 54911
LEASE COMMENCEMENT:	08/15/16
LEASE EXPIRATION:	08/31/19
LEASE TERM:	3 years, 17 days
USE:	Medical office use
LEASED PREMISES:	Approx. 4,250 USF
FULL SERVICE LEASE:	The services provided by the landlord are: <ul style="list-style-type: none">• Interior and exterior maintenance and repair of building standard items as further detailed in the Lease Agreement• Janitorial services 5 days per week• All utilities excluding telephone• Elevator service• Central heating and air conditioning during business hours



BASE RENT: Total Amount: \$23.80 / usf
Annually: \$101,150.00
Monthly: \$ 8,429.17

LANDLORD WORK: Landlord shall provide a building standard tenant improvement allowance based on lease term and the applicable construction to be performed, not to exceed \$23,460, or \$5.52 per usable square foot.

OPERATING EXPENSES: Tenant is responsible for its pro-rata share of operating expense increases over a 2016 base year.

ANNUAL ESCALATION: Base rent adjusted by 3% annually, beginning 9/1/17.

TENANT'S PRO RATA SHARE: Approximately 11.87%.

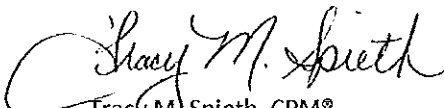
DISCLAIMER:

It is understood and agreed that this proposal shall serve as merely an outline of the major lease provisions and shall be neither legally binding nor construed as a legal offer to lease. Neither Landlord nor Tenant shall have any obligations resulting from this proposal nor shall any obligation or liability be incurred by either party until and unless a lease is executed by both parties.

The material contained herein is confidential. It is intended for the sole use of the Prospect in their decision to sign a lease with Lillibridge Healthcare Real Estate and is not to be copied nor disclosed to any other person. In the event that the Prospect does not enter into the contemplated transaction, they will continue to keep such information and material confidential.

We thank you for the opportunity to present this proposal for your consideration. I look forward to discussing this proposal with you. If you should have any questions, please do not hesitate to contact me at (920) 735-7629.

Sincerely,


Tracy M. Spieth, CPM®
General Manager

Agreed and Acknowledged

Signature: _____

Name: _____

Date: _____

Savings (AASD & City of Appleton)

City of Appleton and Area School District

Savings assumes 40% of eligible office visits being seen at the Onsite Clinic

Recommended Staffing (Hours per Week)

Registered Nurse	60
Nurse Practitioner	64
Medical Assistant	40

Employer Allocation Based on

Population Size

	Combined Total	City of Appleton	Appleton Area School District
Expected Number of Office Visits	6,620	1,916	4,704
Expected Cost Savings	\$1,052,189	\$354,962	\$697,227
Charge for Recommended Staffing	\$500,240	\$144,782	\$355,458
Savings	\$551,949	\$210,180	\$341,769
Lease Costs	\$101,150	\$ 29,334	\$ 71,816

Savings after Lease costs

\$450,799

\$180,846

\$269,953

