



# City of Appleton

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

## Meeting Agenda - Final Finance Committee

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Wednesday, March 1, 2017

6:15 PM

Council Chambers, 6th Floor

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### SPECIAL

1. Call meeting to order
2. Roll call of membership
4. **Public Hearings/Apearances**
5. **Action Items**

[17-243](#) Request to approve Finance Committee Report 2-P-17 for Concrete Pavement, Sidewalk Construction and Driveway Aprons.

**Attachments:** [Report 2-P-17.pdf](#)

[17-244](#) Request to award Unit CC-17 Bridge Maintenance to NuGen Johnson, LLC in an amount not to exceed \$192,925.

**Attachments:** [Award of Contract Unit CC-17.pdf](#)

[17-245](#) Request to award Unit U-17 Oneida Street Sewer & Water Reconstruction No. 2 to Dorner, Inc. in the amount of \$2,334,435.50 with a 5.25% contingency of \$122,500 for a project total not to exceed \$2,456,935.50.

**Attachments:** [Award of Contract Unit U-17.pdf](#)

[17-246](#) Request to award Unit W-17 Sewer & Water Reconstruction No. 1 to Van Straten Construction Co., Inc. in the amount of \$1,868,323.50 with a 5.0% contingency of \$93,415.50 for a project total not to exceed \$1,961,739.

**Attachments:** [Award of Contract Unit W-17.pdf](#)

[17-247](#) Request to award contract to Hoffman Planning Design and Construction for design and engineering services for Blue Ramp Demolition for a contract of \$101,813 and a contingency of 15% for a contract not to exceed \$117,085.

**Attachments:** [2017 Blue Ramp Demolition.pdf](#)

[17-248](#) Request to award the Fire Station #3 2017 Roof Replacement project contract to Kaschak Roofing in the amount of \$121,900 with a contingency of 10% for a project total not to exceed \$134,000.

**Attachments:** [2017 Fire Station #3 Roof Replacement.pdf](#)

[17-249](#) Request to award the Municipal Services Building 2017 Roof Replacement project contract to Weinert Roofing in the amount of \$178,245 with a contingency of 10% for a project total not to exceed \$196,000.

**Attachments:** [2017 MSB Roof Replacement.pdf](#)

[17-250](#) Request the approval of bid packages and project related expenses into the Guaranteed Maximum Price Amendment to Miron Construction for the Fox Cities Exhibition Center for a contract not to exceed \$10,440,199.

**Attachments:** [2017 Expo Center Bid Package #3.pdf](#)

[17-251](#) Request to reject bids from Elmstar Electric, Suburban Electric, Van Ert Electric and Conference Technologies Incorporation. All bids received were over our budgeted amount. The scope will be reviewed and modified to rebid.

**Attachments:** [2017 Expo Center Bid Package #3.pdf](#)

[17-252](#)

Request to approve the settlement agreement with CVS Pharmacy for the 2011-2013 and 2014-2016 tax years and approve the related following 2017 budget adjustment:

**General Fund - Unclassified**

Tax Adjustments	+\$129,061
Fund Balance	- \$129,061

to record the property assessment settlement for tax years 2011-2016 with CVS Pharmacy.

**Attachments:** [Signed CVS 2014-2016 settlement agreement 2016-02-16.pdf](#)

[Dark Store Resolution with attachments.pdf](#)

[CVS pharmacy 2011 - 2013 refund.pdf](#)

[CVS pharmacy 2014 - 2016 refund.pdf](#)

**6. Information Items**

**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.*

PROJECT LIMITS:

2-P-17

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

Ashford Court from Celtic Crossing to Cul-de-sac

In accordance with the preliminary resolution of the Common Council dated March 1, 2017, 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 **\$98,384.95.**

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 **\$91,533.23.**


Finance Committee

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

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

**SUBJECT: Award of Contract**

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

Unit CC-17 Bridge Maintenance

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**Be awarded to:**

Name:     NuGen Johnson, LLC.  
Address:   PO Box 148  
              Sussex, WI 53089

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**In the amount of :** \_\_\_\_\_

**With a     % contingency of :** \_\_\_\_\_

**For a project total not to exceed :** \_\_\_\_\_

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

**In an amount Not To Exceed :**                     \$192,925.00

Budget:                     \$175,000.00  
Estimate:                   \$186,000.00  
Committee Date:           02/23/17  
Council Date:              03/01/17

Bridge Maintenance  
BID TABULATION - Unit CC-17  
February 13, 2017

ITEM	DESCRIPTION	Quantity	Units
1.	Mobilization, B-44-257	1	lump sum
2.	Traffic Control, B-44-257	1	lump sum
3.	Removing Concrete Pavement, B-44-257	340	sq.yds
4.	Furnish & Install Concrete Approach Slab, B-44-257	285	sq.yds
5.	Furnish & Install Concrete Pavement 8-inch, B-44-257	55	sq.yds
6.	Removing Concrete Sidewalk, B-44-257, P-44-724	385	sq. ft.
7.	Furnish & Install Concrete Sidewalk 5-inch (reinforced), B-44-257	400	sq. ft.
8.	Full Depth Saw Cut, B-44-257, P-44-724	165	lin.ft.
9.	Furnish & Install Silt Fence, B-44-257	150	lin.ft.
10.	Restoration, B-44-257	1	lump sum
11.	Furnish & Install Paving Notch, B-44-257	165	lin.ft.
12.	Preparation & Concrete Curb Repair, B-44-257, P-44-717	20	lin.ft.
13.	Preparation & Concrete Surface Repair – Type 1, B-44-257, P-44-717	378	sq. ft.
14.	Preparation & Concrete Surface Repair – Type 2, P-44-717	150	sq. ft.
15.	Mobilization, P-44-717	1	lump sum
16.	Traffic Control, P-44-717	1	lump sum
17.	Clean Abutment Beam Seat, P-44-717	2	ea.
18.	Preparation & Concrete Surface Repair – Abutment, P-44-717	30	sq. ft.
19.	Mobilization, P-44-724	1	lump sum
20.	Traffic Control, P-44-724	1	lump sum
21.	Trench Drain, P-44-724	1	lump sum
22.	Removing Concrete Pavement, P-44-724	23	sq. yds
23.	Furnish & Install Concrete Approach Slab, P-44-724	23	sq. yds
24.	Furnish & Install Concrete Sidewalk 5-inch, P-44-724	45	sq. ft.
25.	Trunnion Bearing Foundation Repairs, P-44-724	1	lump sum
26.	Bascule Sidewalk Joint Repairs, P-44-724	1	lump sum
27.	Furnish & Install Inlet Protection	14	ea.
28.	Furnish & Install Anti-Slip Protection, B-44-98	6	ea.

NuGen Johnson, LLC		Vinton Construction Co.		Norcor Corp.		Lunda Construction	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$28,537.70	\$28,537.70	\$9,200.00	\$9,200.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
\$1,500.00	\$1,500.00	\$4,610.00	\$4,610.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
\$18.85	\$6,409.00	\$8.00	\$2,720.00	\$16.00	\$5,440.00	\$18.85	\$6,409.00
\$122.00	\$34,770.00	\$140.00	\$39,900.00	\$130.00	\$37,050.00	\$122.00	\$34,770.00
\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$60.00	\$3,300.00	\$65.00	\$3,575.00
\$1.50	\$577.50	\$1.00	\$385.00	\$1.50	\$577.50	\$1.50	\$577.50
\$6.75	\$2,700.00	\$10.00	\$4,000.00	\$7.25	\$2,900.00	\$6.75	\$2,700.00
\$4.00	\$660.00	\$3.00	\$495.00	\$7.50	\$1,237.50	\$4.00	\$660.00
\$4.00	\$600.00	\$3.00	\$450.00	\$1.75	\$262.50	\$5.00	\$750.00
\$1,737.00	\$1,737.00	\$3,500.00	\$3,500.00	\$1,100.00	\$1,100.00	\$6,000.00	\$6,000.00
\$124.00	\$20,460.00	\$75.00	\$12,375.00	\$81.00	\$13,365.00	\$124.80	\$20,592.00
\$48.00	\$960.00	\$60.00	\$1,200.00	\$125.00	\$2,500.00	\$60.00	\$1,200.00
\$27.60	\$10,432.80	\$50.00	\$16,900.00	\$122.00	\$46,116.00	\$50.00	\$18,900.00
\$25.50	\$3,825.00	\$55.00	\$8,250.00	\$132.00	\$19,800.00	\$55.00	\$8,250.00
\$5,240.00	\$5,240.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$4,367.00	\$4,367.00	\$4,000.00	\$4,000.00
\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$425.00	\$850.00	\$1,000.00	\$2,000.00
\$163.00	\$4,890.00	\$125.00	\$3,750.00	\$120.00	\$3,600.00	\$125.00	\$3,750.00
\$16,895.00	\$16,896.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
\$1,500.00	\$1,500.00	\$2,750.00	\$2,750.00	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00
\$12,158.00	\$12,158.00	\$14,900.00	\$14,900.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
\$24.00	\$552.00	\$25.00	\$575.00	\$18.00	\$414.00	\$24.00	\$552.00
\$147.00	\$3,381.00	\$175.00	\$4,025.00	\$135.00	\$3,105.00	\$147.00	\$3,381.00
\$10.00	\$450.00	\$10.00	\$450.00	\$6.50	\$292.50	\$10.00	\$450.00
\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$9,500.00	\$9,500.00	\$30,000.00	\$30,000.00
\$6,600.00	\$6,600.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00
\$85.00	\$1,190.00	\$80.00	\$1,120.00	\$50.00	\$700.00	\$150.00	\$2,100.00
\$354.00	\$2,124.00	\$850.00	\$5,100.00	\$583.00	\$3,498.00	\$850.00	\$5,100.00

\$192,925.00      \$195,230.00      \$210,175.00      \$214,716.50

Bridge Maintenance  
 BID TABULATION - Unit CC-17  
 February 13, 2017

ITEM	DESCRIPTION	Quantity	Units	Pheifer Brothers Const.		Zenthin Tech Inc.		Janke General Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Mobilization, B-44-257	1	lump sum	\$11,740.81	\$11,740.81	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00
2.	Traffic Control, B-44-257	1	lump sum	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$1,855.00	\$1,855.00
3.	Removing Concrete Pavement, B-44-257	340	sq.yds	\$18.85	\$6,409.00	\$8.00	\$2,720.00	\$13.00	\$4,420.00
4.	Furnish & Install Concrete Approach Slab, B-44-257	285	sq.yds	\$122.00	\$34,770.00	\$140.00	\$39,900.00	\$179.00	\$51,015.00
5.	Furnish & Install Concrete Pavement 8-inch, B-44-257	55	sq.yds	\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$167.00	\$9,185.00
6.	Removing Concrete Sidewalk, B-44-257, P-44-724	385	sq. ft.	\$1.50	\$577.50	\$1.00	\$385.00	\$2.10	\$808.50
7.	Furnish & Install Concrete Sidewalk 5-inch (reinforced), B-44-257	400	sq. ft.	\$6.75	\$2,700.00	\$10.00	\$4,000.00	\$8.70	\$3,480.00
8.	Full Depth Saw Cut, B-44-257, P-44-724	165	lin.ft.	\$4.00	\$660.00	\$3.00	\$495.00	\$5.00	\$825.00
9.	Furnish & Install Silt Fence, B-44-257	150	lin.ft.	\$5.00	\$750.00	\$5.00	\$750.00	\$5.00	\$750.00
10.	Restoration, B-44-257	1	lump sum	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,100.00	\$2,100.00
11.	Furnish & Install Paving Notch, B-44-257	165	lin.ft.	\$90.00	\$14,850.00	\$185.00	\$30,525.00	\$98.00	\$16,170.00
12.	Preparation & Concrete Curb Repair, B-44-257, P-44-717	20	lin.ft.	\$50.00	\$1,000.00	\$150.00	\$3,000.00	\$195.00	\$3,900.00
13.	Preparation & Concrete Surface Repair – Type 1, B-44-257, P-44-717	378	sq. ft.	\$55.00	\$20,790.00	\$19.00	\$7,182.00	\$57.00	\$21,546.00
14.	Preparation & Concrete Surface Repair – Type 2, P-44-717	150	sq. ft.	\$75.00	\$11,250.00	\$37.00	\$5,550.00	\$73.00	\$10,950.00
15.	Mobilization, P-44-717	1	lump sum	\$1,600.00	\$1,600.00	\$9,000.00	\$9,000.00	\$2,300.00	\$2,300.00
16.	Traffic Control, P-44-717	1	lump sum	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,365.00	\$3,365.00
17.	Clean Abutment Beam Seat, P-44-717	2	ea.	\$2,600.00	\$5,200.00	\$2,100.00	\$4,200.00	\$7,300.00	\$14,600.00
18.	Preparation & Concrete Surface Repair – Abutment, P-44-717	30	sq. ft.	\$270.00	\$8,100.00	\$150.00	\$4,500.00	\$245.00	\$7,350.00
19.	Mobilization, P-44-724	1	lump sum	\$1,600.00	\$1,600.00	\$17,000.00	\$17,000.00	\$4,000.00	\$4,000.00
20.	Traffic Control, P-44-724	1	lump sum	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,095.00	\$3,095.00
21.	Trench Drain, P-44-724	1	lump sum	\$23,000.00	\$23,000.00	\$17,500.00	\$17,500.00	\$31,000.00	\$31,000.00
22.	Removing Concrete Pavement, P-44-724	23	sq. yds	\$18.85	\$433.55 *	\$25.00	\$575.00	\$100.00	\$2,300.00
23.	Furnish & Install Concrete Approach Slab, P-44-724	23	sq. yds	\$147.00	\$3,381.00	\$175.00	\$4,025.00	\$235.00	\$5,405.00
24.	Furnish & Install Concrete Sidewalk 5-inch, P-44-724	45	sq. ft.	\$10.00	\$450.00	\$10.00	\$450.00	\$20.00	\$900.00
25.	Trunlion Bearing Foundation Repairs, P-44-724	1	lump sum	\$43,700.00	\$43,700.00	\$34,000.00	\$34,000.00	\$29,000.00	\$29,000.00
26.	Bascule Sidewalk Joint Repairs, P-44-724	1	lump sum	\$13,600.00	\$13,600.00	\$27,000.00	\$27,000.00	\$23,000.00	\$23,000.00
27.	Furnish & Install Inlet Protection	14	ea.	\$100.00	\$1,400.00	\$150.00	\$2,100.00	\$125.00	\$1,750.00
28.	Furnish & Install Anti-Slip Protection, B-44-98	6	ea.	\$550.00	\$3,300.00	\$700.00	\$4,200.00	\$550.00	\$3,300.00

corrected number \*

\$226,636.86 \*

\$251,182.00

\$268,365.50

**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:**

U-17 Oneida Street Sewer & Water Main Reconstruction No. 2

**Be awarded to:**

Name: Dorner, Inc.  
Address: E506 Luxemburg Road  
Luxemburg, WI 54217

**In the amount of :** 2,334,435.50

**With a 5.25 % contingency of :** \$122,500.00

**For a project total not to exceed :** \$2,456,935.50

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

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

Budget: \$2,921,897.00  
Estimate: \$2,785,519.00  
Committee Date: 02/23/17  
Council Date: 03/01/17



## ONEIDA STREET SEWER &amp; WATERMAIN RECONSTRUCTION NO. 2

## BID TABULATION - Unit U-17

February 1, 2017

ITEM	DESCRIPTION	Quantity	Units	Dorner		PTS Contractors		Advance Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 42" Water Main	358	lin.ft.	\$1,100.00	\$393,800.00	\$1,274.00	\$456,092.00	\$1,045.00	\$374,110.00
2.	Furnish & Install 12" Water Main	240	lin.ft.	\$175.00	\$42,000.00	\$249.00	\$59,760.00	\$300.00	\$72,000.00
3.	Furnish & Install 8" Water Main	80	lin.ft.	\$150.00	\$12,000.00	\$206.00	\$16,480.00	\$178.00	\$14,240.00
4.	Furnish & Install 6" Hydrant Lead	155	lin.ft.	\$110.00	\$17,050.00	\$99.00	\$15,345.00	\$122.00	\$18,910.00
5.	Furnish & Install Hydrant	10	ea.	\$3,500.00	\$35,000.00	\$4,872.00	\$48,720.00	\$4,600.00	\$46,000.00
6.	Relocate Hydrant	3	ea.	\$825.00	\$2,475.00	\$1,153.00	\$3,459.00	\$2,900.00	\$8,700.00
7.	Remove Hydrant	2	ea.	\$175.00	\$350.00	\$574.00	\$1,148.00	\$600.00	\$1,200.00
8.	Furnish & Install 12" Gate Valve with Box	15	ea.	\$4,000.00	\$60,000.00	\$4,398.00	\$65,970.00	\$4,200.00	\$63,000.00
9.	Furnish & Install 8" Gate Valve with Box	2	ea.	\$1,400.00	\$2,800.00	\$1,278.00	\$2,556.00	\$1,311.00	\$2,622.00
10.	Furnish & Install 6" Gate Valve with Box	12	ea.	\$1,020.00	\$12,240.00	\$910.00	\$10,920.00	\$955.00	\$11,460.00
11.	Furnish & Install 42" Bend	14	ea.	\$6,550.00	\$91,700.00	\$9,014.00	\$126,196.00	\$7,000.00	\$98,000.00
12.	Furnish & Install 12" Bend	2	ea.	\$650.00	\$1,300.00	\$476.00	\$952.00	\$460.00	\$920.00
13.	Furnish & Install 8" Bend	2	ea.	\$360.00	\$720.00	\$300.00	\$600.00	\$264.00	\$528.00
14.	Furnish & Install 6" Bend	2	ea.	\$300.00	\$600.00	\$248.00	\$496.00	\$192.00	\$384.00
15.	Furnish & Install 2" Service	10	lin.ft.	\$135.00	\$1,350.00	\$145.00	\$1,450.00	\$129.00	\$1,290.00
16.	Furnish & Install 1 1/2" Service	10	lin.ft.	\$135.00	\$1,350.00	\$141.00	\$1,410.00	\$125.00	\$1,250.00
17.	Furnish & Install 1" Service	45	lin.ft.	\$135.00	\$6,075.00	\$138.00	\$6,210.00	\$123.00	\$5,535.00
18.	Service Connection	12	ea.	\$919.00	\$11,028.00	\$476.00	\$5,712.00	\$745.00	\$8,940.00
19.	Service Abandonment	5	ea.	\$500.00	\$2,500.00	\$750.00	\$3,750.00	\$800.00	\$4,000.00
20.	Furnish & Install 12" Sanitary Sewer	2,015	lin.ft.	\$143.00	\$288,145.00	\$125.00	\$251,875.00	\$189.00	\$380,835.00
21.	Furnish & Install 10" Sanitary Sewer	95	lin.ft.	\$110.00	\$10,450.00	\$128.00	\$12,160.00	\$194.00	\$18,430.00
22.	Furnish & Install 8" Sanitary Sewer	105	lin.ft.	\$113.00	\$11,865.00	\$127.00	\$13,335.00	\$183.00	\$19,215.00
23.	Furnish & Install 4"/6" Sanitary Lateral	520	lin.ft.	\$111.00	\$57,720.00	\$91.00	\$47,320.00	\$113.00	\$58,760.00
24.	Furnish & Install Sanitary Manhole	136	vert.ft.	\$299.00	\$40,664.00	\$271.00	\$36,856.00	\$250.00	\$34,000.00
25.	Furnish & Install Sanitary Outside Drop Manhole	5	vert.ft.	\$568.00	\$2,840.00	\$365.00	\$1,825.00	\$428.00	\$2,140.00
26.	Furnish & Install Sanitary Manhole Casting	12	ea.	\$403.00	\$4,836.00	\$494.00	\$5,928.00	\$400.00	\$4,800.00
27.	Sanitary Lateral Reconnect	15	ea.	\$100.00	\$1,500.00	\$279.00	\$4,185.00	\$300.00	\$4,500.00
28.	Furnish & Install 60" Storm Sewer	1,300	lin.ft.	\$340.00	\$442,000.00	\$412.00	\$535,600.00	\$367.00	\$477,100.00
29.	Furnish & Install 48" Storm Sewer	755	lin.ft.	\$291.00	\$219,705.00	\$219.00	\$165,345.00	\$283.00	\$213,665.00
30.	Furnish & Install 42" Storm Sewer	515	lin.ft.	\$193.00	\$99,395.00	\$165.00	\$84,975.00	\$242.00	\$124,630.00
31.	Furnish & Install 36" Storm Sewer	305	lin.ft.	\$154.00	\$46,970.00	\$171.00	\$52,155.00	\$197.00	\$60,085.00
32.	Furnish & Install 30" Storm Sewer	55	lin.ft.	\$197.00	\$10,835.00	\$242.00	\$13,310.00	\$197.00	\$10,835.00
33.	Furnish & Install 27" Storm Sewer	50	lin.ft.	\$166.00	\$8,300.00	\$170.00	\$8,500.00	\$189.00	\$9,450.00
34.	Furnish & Install 24" Storm Sewer	50	lin.ft.	\$122.00	\$6,100.00	\$208.00	\$10,400.00	\$178.00	\$8,900.00
35.	Furnish & Install 15" Storm Sewer	80	lin.ft.	\$59.00	\$4,720.00	\$96.00	\$7,680.00	\$110.00	\$8,800.00
36.	Furnish & Install 18" Storm Inlet Lead	40	lin.ft.	\$61.00	\$2,440.00	\$105.00	\$4,200.00	\$115.00	\$4,600.00

## ONEIDA STREET SEWER &amp; WATERMAIN RECONSTRUCTION NO. 2

## BID TABULATION - Unit U-17

February 1, 2017

ITEM	DESCRIPTION	Quantity	Units	Dorner		PTS Contractors		Advance Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
37.	Furnish & Install 15" Storm Inlet Lead	70	lin.ft.	\$56.00	\$3,920.00	\$80.00	\$5,600.00	\$110.00	\$7,700.00
38.	Furnish & Install 12" Storm Inlet Lead	310	lin.ft.	\$52.00	\$16,120.00	\$73.00	\$22,630.00	\$109.00	\$33,790.00
39.	Furnish & Install 15" Storm Lateral	90	lin.ft.	\$89.00	\$8,010.00	\$72.00	\$6,480.00	\$110.00	\$9,900.00
40.	Furnish & Install 12" Storm Lateral	135	lin.ft.	\$65.00	\$8,775.00	\$70.00	\$9,450.00	\$109.00	\$14,715.00
41.	Furnish & Install 10" Storm Lateral	270	lin.ft.	\$87.00	\$23,490.00	\$59.00	\$15,930.00	\$100.00	\$27,000.00
42.	Furnish & Install 8" Storm Lateral	345	lin.ft.	\$97.00	\$33,465.00	\$59.00	\$20,355.00	\$95.00	\$32,775.00
43.	Furnish & Install 6" Storm Lateral	290	lin.ft.	\$91.00	\$26,390.00	\$57.00	\$16,530.00	\$80.00	\$23,200.00
44.	Furnish & Install Storm Box Manhole 9.5'x5.5'x7.6 vert ft.	1	ea.	\$9,511.00	\$9,511.00	\$9,960.00	\$9,960.00	\$11,800.00	\$11,800.00
45.	Furnish & Install Storm Box Manhole 7.5'x6'x8 vert.ft.	1	ea.	\$8,180.00	\$8,180.00	\$9,450.00	\$9,450.00	\$11,000.00	\$11,000.00
46.	Furnish & Install Storm Box Manhole 7.25'x6'x7 vert.ft.	1	ea.	\$7,749.00	\$7,749.00	\$9,044.00	\$9,044.00	\$10,400.00	\$10,400.00
47.	Furnish & Install Storm Box Manhole 7'x5.5'x7 vert.ft.	5	ea.	\$7,548.00	\$37,740.00	\$8,950.00	\$44,750.00	\$10,200.00	\$51,000.00
48.	Furnish & Install Storm Box Manhole 6'x5.5'x7 vert.ft.	1	ea.	\$6,365.00	\$6,365.00	\$8,372.00	\$8,372.00	\$9,450.00	\$9,450.00
49.	Furnish & Install Storm Box Manhole 6'x5.5'x6 vert.ft.	2	ea.	\$5,993.00	\$11,986.00	\$8,061.00	\$16,122.00	\$8,950.00	\$17,900.00
50.	Furnish & Install 8' Dia. Storm Manhole	9	vert.ft.	\$849.00	\$7,641.00	\$1,017.00	\$9,153.00	\$934.00	\$8,406.00
51.	Furnish & Install 7' Dia. Storm Manhole	17.5	vert.ft.	\$1,297.00	\$22,697.50	\$988.00	\$17,290.00	\$1,139.00	\$19,932.50
52.	Furnish & Install 6' Dia. Storm Manhole	10	vert.ft.	\$344.00	\$3,440.00	\$472.00	\$4,720.00	\$426.00	\$4,260.00
53.	Furnish & Install 5' Dia. Storm Manhole	29	vert.ft.	\$364.00	\$10,556.00	\$385.00	\$11,165.00	\$484.00	\$14,036.00
54.	Furnish & Install 4' Dia. Storm Manhole	177	vert.ft.	\$123.00	\$21,771.00	\$187.00	\$33,099.00	\$135.00	\$23,895.00
55.	Furnish & Install "E" Inlet w/Casting	5	ea.	\$1,572.00	\$7,860.00	\$1,623.00	\$8,115.00	\$1,888.00	\$9,440.00
56.	Furnish & Install Storm Manhole Casting	21	ea.	\$390.00	\$8,190.00	\$481.00	\$10,101.00	\$364.00	\$7,644.00
57.	Storm Lateral Connection	29	ea.	\$140.00	\$4,060.00	\$226.00	\$6,554.00	\$175.00	\$5,075.00
58.	Furnish & Install Flowable Fill	65	cu.yd.	\$96.00	\$6,240.00	\$81.00	\$5,265.00	\$90.00	\$5,850.00
59.	Furnish & Install Extra Stone Bedding	400	ton	\$11.00	\$4,400.00	\$10.75	\$4,300.00	\$15.00	\$6,000.00
60.	Contaminated Soil Removal	15	ton	\$15.00	\$225.00	\$114.00	\$1,710.00	\$15.00	\$225.00
61.	Furnish & Install Type "D-M" Inlet Protection	60	ea.	\$134.00	\$8,040.00	\$86.00	\$5,160.00	\$120.00	\$7,200.00
62.	Furnish Maintain Temporary Traffic Control	1	lump sum	\$51,752.00	\$51,752.00	\$50,173.00	\$50,173.00	\$75,500.00	\$75,500.00
63.	Furnish Maintain Message Board	70	day	\$105.00	\$7,350.00	\$101.00	\$7,070.00	\$100.00	\$7,000.00
64.	Furnish & Paint Pavement Marking (Yellow Paint) (4")	5,400	lin.ft.	\$0.40	\$2,160.00	\$0.35	\$1,890.00	\$0.35	\$1,890.00
65.	Furnish & Paint Pavement Marking (White Paint) (4")	3,900	lin.ft.	\$0.45	\$1,755.00	\$0.40	\$1,560.00	\$0.40	\$1,560.00
66.	Furnish & Paint Pavement Marking Channelization (8")	1,000	lin.ft.	\$0.65	\$650.00	\$0.60	\$600.00	\$0.60	\$600.00
67.	Furnish & Paint Pavement Marking Crosswalk (6")	650	lin.ft.	\$2.00	\$1,300.00	\$1.90	\$1,235.00	\$1.87	\$1,215.50
68.	Furnish & Paint Pavement Marking Stop Line (18"/24")	240	lin.ft.	\$2.10	\$504.00	\$2.00	\$480.00	\$2.00	\$480.00
69.	Furnish & Paint Pavement Marking Arrow Symbols/Text	24	ea.	\$155.00	\$3,720.00	\$145.00	\$3,480.00	\$145.00	\$3,480.00
70.	Remove/Cover Existing Pavement Marking	6,350	lin.ft.	\$0.80	\$5,080.00	\$0.75	\$4,762.50	\$0.75	\$4,762.50
71.	Remove/Cover Existing Pavement Symbols/Text	4	ea.	\$130.00	\$520.00	\$126.00	\$504.00	\$125.00	\$500.00
				\$2,334,435.50		\$2,465,934.50		\$2,643,415.50	

## ONEIDA STREET SEWER &amp; WATERMAIN RECONSTRUCTION NO. 2

## BID TABULATION - Unit U-17

February 1, 2017

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Kruczek Construction Co.		Carl Bowers & Sons, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 42" Water Main	358	lin.ft.	\$1,126.00	\$403,108.00	\$1,425.00	\$510,150.00	\$1,000.00	\$358,000.00
2.	Furnish & Install 12" Water Main	240	lin.ft.	\$276.00	\$66,240.00	\$233.00	\$55,920.00	\$150.00	\$36,000.00
3.	Furnish & Install 8" Water Main	80	lin.ft.	\$222.00	\$17,760.00	\$145.00	\$11,600.00	\$140.00	\$11,200.00
4.	Furnish & Install 6" Hydrant Lead	155	lin.ft.	\$165.00	\$25,575.00	\$122.00	\$18,910.00	\$110.00	\$17,050.00
5.	Furnish & Install Hydrant	10	ea.	\$4,497.00	\$44,970.00	\$4,500.00	\$45,000.00	\$3,400.00	\$34,000.00
6.	Relocate Hydrant	3	ea.	\$2,165.00	\$6,495.00	\$1,800.00	\$5,400.00	\$2,800.00	\$8,400.00
7.	Remove Hydrant	2	ea.	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$1,200.00	\$2,400.00
8.	Furnish & Install 12" Gate Valve with Box	15	ea.	\$4,867.00	\$73,005.00	\$3,000.00	\$45,000.00	\$5,400.00	\$81,000.00
9.	Furnish & Install 8" Gate Valve with Box	2	ea.	\$1,443.00	\$2,886.00	\$1,450.00	\$2,900.00	\$4,500.00	\$9,000.00
10.	Furnish & Install 6" Gate Valve with Box	12	ea.	\$1,033.00	\$12,396.00	\$1,000.00	\$12,000.00	\$2,000.00	\$24,000.00
11.	Furnish & Install 42" Bend	14	ea.	\$12,136.00	\$169,904.00	\$9,800.00	\$137,200.00	\$10,000.00	\$140,000.00
12.	Furnish & Install 12" Bend	2	ea.	\$1,007.00	\$2,014.00	\$770.00	\$1,540.00	\$700.00	\$1,400.00
13.	Furnish & Install 8" Bend	2	ea.	\$535.00	\$1,070.00	\$230.00	\$460.00	\$400.00	\$800.00
14.	Furnish & Install 6" Bend	2	ea.	\$402.00	\$804.00	\$170.00	\$340.00	\$300.00	\$600.00
15.	Furnish & Install 2" Service	10	lin.ft.	\$180.00	\$1,800.00	\$105.00	\$1,050.00	\$250.00	\$2,500.00
16.	Furnish & Install 1 1/2" Service	10	lin.ft.	\$176.00	\$1,760.00	\$102.00	\$1,020.00	\$250.00	\$2,500.00
17.	Furnish & Install 1" Service	45	lin.ft.	\$173.00	\$7,785.00	\$95.00	\$4,275.00	\$150.00	\$6,750.00
18.	Service Connection	12	ea.	\$1,213.00	\$14,556.00	\$1,170.00	\$14,040.00	\$400.00	\$4,800.00
19.	Service Abandonment	5	ea.	\$1,428.00	\$7,140.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00
20.	Furnish & Install 12" Sanitary Sewer	2,015	lin.ft.	\$161.65	\$325,724.75	\$125.00	\$251,875.00	\$200.00	\$403,000.00
21.	Furnish & Install 10" Sanitary Sewer	95	lin.ft.	\$168.00	\$15,960.00	\$123.00	\$11,685.00	\$178.00	\$16,910.00
22.	Furnish & Install 8" Sanitary Sewer	105	lin.ft.	\$171.00	\$17,955.00	\$115.00	\$12,075.00	\$176.00	\$18,480.00
23.	Furnish & Install 4"/6" Sanitary Lateral	520	lin.ft.	\$153.00	\$79,560.00	\$112.00	\$58,240.00	\$130.00	\$67,600.00
24.	Furnish & Install Sanitary Manhole	136	vert.ft.	\$353.00	\$48,008.00	\$246.00	\$33,456.00	\$350.00	\$47,600.00
25.	Furnish & Install Sanitary Outside Drop Manhole	5	vert.ft.	\$403.00	\$2,015.00	\$410.00	\$2,050.00	\$500.00	\$2,500.00
26.	Furnish & Install Sanitary Manhole Casting	12	ea.	\$376.00	\$4,512.00	\$400.00	\$4,800.00	\$400.00	\$4,800.00
27.	Sanitary Lateral Reconnect	15	ea.	\$375.00	\$5,625.00	\$730.00	\$10,950.00	\$400.00	\$6,000.00
28.	Furnish & Install 60" Storm Sewer	1,300	lin.ft.	\$376.10	\$488,930.00	\$471.00	\$612,300.00	\$500.00	\$650,000.00
29.	Furnish & Install 48" Storm Sewer	755	lin.ft.	\$290.00	\$218,950.00	\$282.00	\$212,910.00	\$350.00	\$264,250.00
30.	Furnish & Install 42" Storm Sewer	515	lin.ft.	\$238.00	\$122,570.00	\$205.00	\$105,575.00	\$340.00	\$175,100.00
31.	Furnish & Install 36" Storm Sewer	305	lin.ft.	\$197.00	\$60,085.00	\$170.00	\$51,850.00	\$330.00	\$100,650.00
32.	Furnish & Install 30" Storm Sewer	55	lin.ft.	\$266.00	\$14,630.00	\$225.00	\$12,375.00	\$220.00	\$12,100.00
33.	Furnish & Install 27" Storm Sewer	50	lin.ft.	\$261.00	\$13,050.00	\$235.00	\$11,750.00	\$210.00	\$10,500.00
34.	Furnish & Install 24" Storm Sewer	50	lin.ft.	\$245.00	\$12,250.00	\$200.00	\$10,000.00	\$130.00	\$6,500.00
35.	Furnish & Install 15" Storm Sewer	80	lin.ft.	\$142.00	\$11,360.00	\$75.00	\$6,000.00	\$150.00	\$12,000.00
36.	Furnish & Install 18" Storm Inlet Lead	40	lin.ft.	\$177.00	\$7,080.00	\$71.00	\$2,840.00	\$160.00	\$6,400.00

## ONEIDA STREET SEWER &amp; WATERMAIN RECONSTRUCTION NO. 2

## BID TABULATION - Unit U-17

February 1, 2017

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Kruczek Construction Co.		Carl Bowers & Sons, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
37.	Furnish & Install 15" Storm Inlet Lead	70	lin.ft.	\$122.00	\$8,540.00	\$62.00	\$4,340.00	\$150.00	\$10,500.00
38.	Furnish & Install 12" Storm Inlet Lead	310	lin.ft.	\$111.00	\$34,410.00	\$58.00	\$17,980.00	\$130.00	\$40,300.00
39.	Furnish & Install 15" Storm Lateral	90	lin.ft.	\$162.00	\$14,580.00	\$88.00	\$7,920.00	\$140.00	\$12,600.00
40.	Furnish & Install 12" Storm Lateral	135	lin.ft.	\$134.00	\$18,090.00	\$75.00	\$10,125.00	\$130.00	\$17,550.00
41.	Furnish & Install 10" Storm Lateral	270	lin.ft.	\$128.00	\$34,560.00	\$85.00	\$22,950.00	\$120.00	\$32,400.00
42.	Furnish & Install 8" Storm Lateral	345	lin.ft.	\$119.00	\$41,055.00	\$77.00	\$26,565.00	\$110.00	\$37,950.00
43.	Furnish & Install 6" Storm Lateral	290	lin.ft.	\$111.00	\$32,190.00	\$75.00	\$21,750.00	\$90.00	\$26,100.00
44.	Furnish & Install Storm Box Manhole 9.5'x5.5'x7.6 vert.ft.	1	ea.	\$11,250.00	\$11,250.00	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00
45.	Furnish & Install Storm Box Manhole 7.5'x6'x8 vert.ft.	1	ea.	\$11,774.00	\$11,774.00	\$15,500.00	\$15,500.00	\$23,000.00	\$23,000.00
46.	Furnish & Install Storm Box Manhole 7.25'x6'x7 vert.ft.	1	ea.	\$11,505.00	\$11,505.00	\$17,800.00	\$17,800.00	\$23,000.00	\$23,000.00
47.	Furnish & Install Storm Box Manhole 7'x5.5'x7 vert.ft.	5	ea.	\$10,940.00	\$54,700.00	\$14,700.00	\$73,500.00	\$23,000.00	\$115,000.00
48.	Furnish & Install Storm Box Manhole 6'x5.5'x7 vert.ft.	1	ea.	\$8,936.00	\$8,936.00	\$13,000.00	\$13,000.00	\$23,000.00	\$23,000.00
49.	Furnish & Install Storm Box Manhole 6'x5.5'x6 vert.ft.	2	ea.	\$8,936.00	\$17,872.00	\$12,000.00	\$24,000.00	\$23,000.00	\$46,000.00
50.	Furnish & Install 8' Dia. Storm Manhole	9	vert.ft.	\$1,214.00	\$10,926.00	\$1,835.00	\$16,515.00	\$1,800.00	\$16,200.00
51.	Furnish & Install 7' Dia. Storm Manhole	17.5	vert.ft.	\$1,219.00	\$21,332.50	\$2,130.00	\$37,275.00	\$1,500.00	\$26,250.00
52.	Furnish & Install 6' Dia. Storm Manhole	10	vert.ft.	\$318.00	\$3,180.00	\$282.00	\$2,820.00	\$1,200.00	\$12,000.00
53.	Furnish & Install 5' Dia. Storm Manhole	29	vert.ft.	\$540.00	\$15,660.00	\$446.00	\$12,934.00	\$650.00	\$18,850.00
54.	Furnish & Install 4' Dia. Storm Manhole	177	vert.ft.	\$132.00	\$23,364.00	\$125.00	\$22,125.00	\$375.00	\$66,375.00
55.	Furnish & Install "E" Inlet w/Casting	5	ea.	\$1,936.00	\$9,680.00	\$1,770.00	\$8,850.00	\$2,000.00	\$10,000.00
56.	Furnish & Install Storm Manhole Casting	21	ea.	\$364.00	\$7,644.00	\$375.00	\$7,875.00	\$350.00	\$7,350.00
57.	Storm Lateral Connection	29	ea.	\$374.00	\$10,846.00	\$700.00	\$20,300.00	\$75.00	\$2,175.00
58.	Furnish & Install Flowable Fill	65	cu.yd.	\$85.00	\$5,525.00	\$100.00	\$6,500.00	\$75.00	\$4,875.00
59.	Furnish & Install Extra Stone Bedding	400	ton	\$17.40	\$6,960.00	\$12.00	\$4,800.00	\$20.00	\$8,000.00
60.	Contaminated Soil Removal	15	ton	\$10.00	\$150.00	\$35.00	\$525.00	\$50.00	\$750.00
61.	Furnish & Install Type "D-M" Inlet Protection	60	ea.	\$60.00	\$3,600.00	\$100.00	\$6,000.00	\$75.00	\$4,500.00
62.	Furnish Maintain Temporary Traffic Control	1	lump sum	\$85,000.00	\$85,000.00	\$237,239.00	\$237,239.00	\$250,000.00	\$250,000.00
63.	Furnish Maintain Message Board	70	day	\$100.00	\$7,000.00	\$100.00	\$7,000.00	\$110.00	\$7,700.00
64.	Furnish & Paint Pavement Marking (Yellow Paint) (4")	5,400	lin.ft.	\$0.35	\$1,890.00	\$0.40	\$2,160.00	\$0.35	\$1,890.00
65.	Furnish & Paint Pavement Marking (White Paint) (4")	3,900	lin.ft.	\$0.40	\$1,560.00	\$0.42	\$1,638.00	\$0.40	\$1,560.00
66.	Furnish & Paint Pavement Marking Channelization (8")	1,000	lin.ft.	\$0.60	\$600.00	\$0.60	\$600.00	\$0.60	\$600.00
67.	Furnish & Paint Pavement Marking Crosswalk (6")	650	lin.ft.	\$1.87	\$1,215.50	\$2.00	\$1,300.00	\$2.00	\$1,300.00
68.	Furnish & Paint Pavement Marking Stop Line (18"/24")	240	lin.ft.	\$2.00	\$480.00	\$2.40	\$576.00	\$2.00	\$480.00
69.	Furnish & Paint Pavement Marking Arrow Symbols/Text	24	ea.	\$145.00	\$3,480.00	\$148.00	\$3,552.00	\$145.00	\$3,480.00
70.	Remove/Cover Existing Pavement Marking	6,350	lin.ft.	\$0.75	\$4,762.50	\$1.00	\$6,350.00	\$1.00	\$6,350.00
71.	Remove/Cover Existing Pavement Symbols/Text	4	ea.	\$125.00	\$500.00	\$200.00	\$800.00	\$125.00	\$500.00
				\$2,834,350.25		\$2,966,000.00		\$3,432,375.00	

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

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

**SUBJECT: Award of Contract**

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

W-17 Sewer & Water Main Reconstruction No. 1

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**Be awarded to:**

Name: Van Straten Construction Co. Inc.

Address: 2117 South Oneida Street

Green Bay, WI 54304

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**In the amount of :** 1,868,323.50

**With a 5 % contingency of :** \$93,415.50

**For a project total not to exceed :** \$1,961,739.00

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

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

Budget: \$2,499,835.00

Estimate: \$2,057,655.00

Committee Date: 02/23/17

Council Date: 03/01/17

## SEWER &amp; WATERMAIN RECONSTRUCTION NO. 1

## BID TABULATION - Unit W-17

January 30, 2017

ITEM	DESCRIPTION	Quantity	Units	Van Straten Const.		Kruczek Const. Inc.		PTS Contractors		Carl Bowers & Sons	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 12" Water Main	2,110	lin. ft.	\$85.00	\$179,350.00	\$82.00	\$173,020.00	\$84.00	\$177,240.00	\$94.00	\$198,340.00
2.	Furnish & Install 8" Water Main	3,660	lin. ft.	\$78.00	\$285,480.00	\$63.00	\$230,580.00	\$71.00	\$259,860.00	\$83.00	\$303,780.00
3.	Furnish & Install 6" Hydrant Lead	80	lin. ft.	\$75.00	\$6,000.00	\$90.00	\$7,200.00	\$78.00	\$6,240.00	\$90.00	\$7,200.00
4.	Furnish & Install Hydrant	10	ea.	\$4,000.00	\$40,000.00	\$3,666.00	\$36,660.00	\$3,225.00	\$32,250.00	\$3,400.00	\$34,000.00
5.	Furnish & Install 12" Gate Valve with Box	11	ea.	\$3,500.00	\$38,500.00	\$2,535.00	\$27,885.00	\$2,247.00	\$24,717.00	\$2,700.00	\$29,700.00
6.	Furnish & Install 8" Gate Valve with Box	25	ea.	\$2,000.00	\$50,000.00	\$1,440.00	\$36,000.00	\$1,285.00	\$32,125.00	\$1,700.00	\$42,500.00
7.	Furnish & Install 6" Gate Valve with Box	10	ea.	\$1,500.00	\$15,000.00	\$1,035.00	\$10,350.00	\$917.00	\$9,170.00	\$1,200.00	\$12,000.00
8.	Furnish & Install 12" Bend	16	ea.	\$600.00	\$9,600.00	\$460.00	\$7,360.00	\$414.00	\$6,624.00	\$400.00	\$6,400.00
9.	Furnish & Install 8" Bend	24	ea.	\$400.00	\$9,600.00	\$288.00	\$6,912.00	\$261.00	\$6,264.00	\$350.00	\$8,400.00
10.	Furnish & Install 6" Bend	2	ea.	\$200.00	\$400.00	\$200.00	\$400.00	\$185.00	\$370.00	\$300.00	\$600.00
11.	Furnish & Install 1" Service	1,040	lin. ft.	\$50.00	\$52,000.00	\$70.00	\$72,800.00	\$116.00	\$120,640.00	\$40.00	\$41,600.00
12.	Furnish & Install 2" Service	25	lin. ft.	\$55.00	\$1,375.00	\$98.00	\$2,450.00	\$155.00	\$3,875.00	\$60.00	\$1,500.00
13.	Furnish & Install 1 1/2" Service	65	lin. ft.	\$55.00	\$3,575.00	\$88.00	\$5,720.00	\$60.00	\$3,900.00	\$60.00	\$3,900.00
14.	Service Connection	100	ea.	\$500.00	\$50,000.00	\$500.00	\$50,000.00	\$321.00	\$32,100.00	\$950.00	\$95,000.00
15.	Curb Box Complete	110	ea.	\$500.00	\$55,000.00	\$180.00	\$19,800.00	\$575.00	\$63,250.00	\$300.00	\$33,000.00
16.	Furnish & Install 15" Sanitary Sewer	65	lin. ft.	\$100.00	\$6,500.00	\$160.00	\$10,400.00	\$126.00	\$8,190.00	\$140.00	\$9,100.00
17.	Furnish & Install 12" Sanitary Sewer	1,175	lin. ft.	\$90.00	\$105,750.00	\$94.00	\$110,450.00	\$87.00	\$102,225.00	\$98.00	\$115,150.00
18.	Furnish & Install 10" Sanitary Sewer	365	lin. ft.	\$90.00	\$32,850.00	\$146.00	\$53,290.00	\$93.00	\$33,945.00	\$120.00	\$43,800.00
19.	Furnish & Install 8" Sanitary Sewer	2,470	lin. ft.	\$85.00	\$209,950.00	\$90.00	\$222,300.00	\$82.00	\$202,540.00	\$92.00	\$227,240.00
20.	Reconnect Sanitary Lateral	150	ea.	\$400.00	\$60,000.00	\$385.00	\$57,750.00	\$369.00	\$55,350.00	\$300.00	\$45,000.00
21.	Furnish & Install 4" - 6" Sanitary Lateral	3,220	lin. ft.	\$42.00	\$135,240.00	\$77.00	\$247,940.00	\$84.00	\$270,480.00	\$85.00	\$273,700.00
22.	Furnish & Install Sanitary Manhole	180	vert. ft.	\$400.00	\$72,000.00	\$256.00	\$46,080.00	\$260.00	\$46,800.00	\$350.00	\$63,000.00
23.	Furnish & Install Outside Drop Sanitary Manhole	9	vert. ft.	\$500.00	\$4,500.00	\$370.00	\$3,330.00	\$379.00	\$3,411.00	\$450.00	\$4,050.00
24.	Furnish & Install Sanitary Manhole Casting	20	ea.	\$600.00	\$12,000.00	\$380.00	\$7,600.00	\$495.00	\$9,900.00	\$400.00	\$8,000.00
25.	Disconnect Sanitary Lateral	2	ea.	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$1,787.00	\$3,574.00	\$600.00	\$1,200.00
26.	Furnish & Install Flowable Fill	25	Cu. Yds.	\$75.00	\$1,875.00	\$75.00	\$1,875.00	\$70.00	\$1,750.00	\$100.00	\$2,500.00

CITY OF APPLETON

W-17

1 of 4

## SEWER &amp; WATERMAIN RECONSTRUCTION NO. 1

## BID TABULATION - Unit W-17

January 30, 2017

ITEM	DESCRIPTION	Quantity	Units	Van Straten Const.		Kruczek Const. Inc.		PTS Contractors		Carl Bowers & Sons	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27.	Furnish & Install 15" Storm Sewer	545	lin. ft.	\$65.00	\$35,425.00	\$66.00	\$35,970.00	\$62.00	\$33,790.00	\$65.00	\$35,425.00
28.	Furnish & Install 12" Storm Sewer	1,850	lin. ft.	\$55.00	\$101,750.00	\$65.00	\$120,250.00	\$63.00	\$116,550.00	\$64.00	\$118,400.00
29.	Furnish & Install 12" Storm Lateral	50	lin. ft.	\$55.00	\$2,750.00	\$63.00	\$4,150.00	\$79.00	\$3,950.00	\$76.00	\$3,800.00
30.	Furnish & Install 6" Storm Lateral	2,325	lin. ft.	\$45.00	\$104,625.00	\$43.00	\$99,975.00	\$52.00	\$120,900.00	\$55.00	\$127,875.00
31.	Furnish & Install 15" Inlet Lead	30	lin. ft.	\$65.00	\$1,950.00	\$84.00	\$2,520.00	\$76.00	\$2,280.00	\$74.00	\$2,220.00
32.	Furnish & Install 12" Inlet Lead	215	lin. ft.	\$65.00	\$13,975.00	\$58.00	\$12,470.00	\$65.00	\$13,975.00	\$66.00	\$14,190.00
33.	Furnish & Install 10" Inlet Lead	20	lin. ft.	\$65.00	\$1,300.00	\$71.00	\$1,420.00	\$70.00	\$1,400.00	\$64.00	\$1,280.00
34.	Storm Lateral Hookup	22	ea.	\$400.00	\$8,800.00	\$250.00	\$5,500.00	\$142.00	\$3,124.00	\$250.00	\$5,500.00
35.	Furnish & Install Storm Manhole	105	vert. ft.	\$300.00	\$31,500.00	\$300.00	\$31,500.00	\$214.00	\$22,470.00	\$300.00	\$31,500.00
36.	Furnish & Install 5' Dia. Precast Storm Manhole	7	vert. ft.	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$318.00	\$2,226.00	\$400.00	\$2,800.00
37.	Furnish & Install 6' Dia. Precast Storm Manhole	7	vert. ft.	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$412.00	\$2,884.00	\$550.00	\$3,850.00
38.	Furnish & Install Storm Manhole Casting	22	ea.	\$600.00	\$13,200.00	\$370.00	\$8,140.00	\$484.00	\$10,648.00	\$400.00	\$8,800.00
39.	Furnish & Install "E" Inlet w/Frame & Grate	11	ea.	\$1,900.00	\$20,900.00	\$1,930.00	\$21,230.00	\$1,560.00	\$17,160.00	\$1,700.00	\$18,700.00
40.	Furnish & Install "C" Inlet w/Frame & Grate	4	ea.	\$1,900.00	\$7,600.00	\$1,900.00	\$7,600.00	\$1,528.00	\$6,112.00	\$1,600.00	\$6,400.00
41.	Sanitary Spot Repair (Under 9' deep)	3	ea.	\$2,500.00	\$7,500.00	\$3,300.00	\$9,900.00	\$3,788.00	\$11,364.00	\$6,500.00	\$19,500.00
42.	Sanitary Spot Repair (Over 9' deep)	1	ea.	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$4,592.00	\$4,592.00	\$7,500.00	\$7,500.00
43.	Furnish & Install 4" Water Main Cut & Cap	4	ea.	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$2,767.00	\$11,068.00	\$1,500.00	\$6,000.00
44.	Pour Concrete Base in Manhole	1	ea.	\$1,000.00	\$1,000.00	\$461.88	\$461.88	\$549.00	\$549.00	\$1,800.00	\$1,800.00
45.	Furnish & Install & Remove Type "D-M" Inlet Protection	75	ea.	\$100.00	\$7,500.00	\$100.00	\$7,500.00	\$83.00	\$6,225.00	\$85.00	\$6,375.00
46.	Furnish & Maintain Temporary Traffic Control	1	_ump Sur	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00	\$25,095.00	\$25,095.00	\$19,900.00	\$19,900.00
47.	Contaminated Soil Removal	150	cu.yds.	\$0.01	\$1.50	\$25.00	\$3,750.00	\$29.00	\$4,350.00	\$30.00	\$4,500.00
48.	Furnish & Install Extra Stone Bedding	200	tons	\$0.01	\$2.00	\$13.00	\$2,600.00	\$11.00	\$2,200.00	\$15.00	\$3,000.00
				\$1,868,323.50		\$1,888,888.88		\$1,939,702.00		\$2,059,975.00	

## SEWER &amp; WATERMAIN RECONSTRUCTION NO. 1

## BID TABULATION - Unit W-17

January 30, 2017

ITEM	DESCRIPTION	Quantity	Units	Jossart Bros.		Dorner Inc.		Feaker & Sons		Advance Const.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 12" Water Main	2,110	lin. ft.	\$94.00	\$198,340.00	\$98.00	\$206,780.00	\$99.00	\$208,890.00	\$92.00	\$194,120.00
2.	Furnish & Install 8" Water Main	3,660	lin. ft.	\$75.00	\$274,500.00	\$74.00	\$270,840.00	\$85.50	\$312,930.00	\$79.25	\$290,055.00
3.	Furnish & Install 6" Hydrant Lead	80	lin. ft.	\$75.00	\$6,000.00	\$61.00	\$4,880.00	\$85.00	\$6,800.00	\$70.50	\$5,640.00
4.	Furnish & Install Hydrant	10	ea.	\$3,300.00	\$33,000.00	\$3,400.00	\$34,000.00	\$3,265.00	\$32,650.00	\$3,640.00	\$36,400.00
5.	Furnish & Install 12" Gate Valve with Box	11	ea.	\$2,500.00	\$27,500.00	\$2,500.00	\$27,500.00	\$2,560.00	\$28,160.00	\$2,308.00	\$25,388.00
6.	Furnish & Install 8" Gate Valve with Box	25	ea.	\$1,400.00	\$35,000.00	\$1,400.00	\$35,000.00	\$1,600.00	\$40,000.00	\$1,380.00	\$34,500.00
7.	Furnish & Install 6" Gate Valve with Box	10	ea.	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00	\$970.00	\$9,700.00
8.	Furnish & Install 12" Bend	16	ea.	\$450.00	\$7,200.00	\$500.00	\$8,000.00	\$575.00	\$9,200.00	\$428.00	\$6,848.00
9.	Furnish & Install 8" Bend	24	ea.	\$250.00	\$6,000.00	\$300.00	\$7,200.00	\$350.00	\$8,400.00	\$230.00	\$5,520.00
10.	Furnish & Install 6" Bend	2	ea.	\$200.00	\$400.00	\$200.00	\$400.00	\$250.00	\$500.00	\$178.00	\$356.00
11.	Furnish & Install 1" Service	1,040	lin. ft.	\$75.00	\$78,000.00	\$69.00	\$71,760.00	\$116.00	\$120,640.00	\$80.25	\$83,460.00
12.	Furnish & Install 2" Service	25	lin. ft.	\$80.00	\$2,000.00	\$84.00	\$2,100.00	\$150.00	\$3,750.00	\$82.00	\$2,050.00
13.	Furnish & Install 1 1/2" Service	65	lin. ft.	\$75.00	\$4,875.00	\$75.00	\$4,875.00	\$125.00	\$8,125.00	\$62.00	\$4,030.00
14.	Service Connection	100	ea.	\$400.00	\$40,000.00	\$555.00	\$55,500.00	\$495.00	\$49,500.00	\$262.00	\$26,200.00
15.	Curb Box Complete	110	ea.	\$1,200.00	\$132,000.00	\$175.00	\$19,250.00	\$365.00	\$40,150.00	\$550.00	\$60,500.00
16.	Furnish & Install 15" Sanitary Sewer	65	lin. ft.	\$185.00	\$12,025.00	\$177.00	\$11,505.00	\$153.00	\$9,945.00	\$191.00	\$12,415.00
17.	Furnish & Install 12" Sanitary Sewer	1,175	lin. ft.	\$102.00	\$119,850.00	\$129.00	\$151,575.00	\$112.00	\$131,600.00 *	\$115.25	\$135,418.75
18.	Furnish & Install 10" Sanitary Sewer	365	lin. ft.	\$100.00	\$36,500.00	\$147.00	\$53,655.00	\$120.00	\$43,800.00	\$138.25	\$50,461.25
19.	Furnish & Install 8" Sanitary Sewer	2,470	lin. ft.	\$94.00	\$232,180.00	\$119.00	\$293,930.00	\$90.00	\$222,300.00	\$109.00	\$269,230.00
20.	Reconnect Sanitary Lateral	150	ea.	\$300.00	\$45,000.00	\$450.00	\$67,500.00	\$400.00	\$60,000.00	\$225.00	\$33,750.00
21.	Furnish & Install 4" - 6" Sanitary Lateral	3,220	lin. ft.	\$84.00	\$270,480.00	\$95.00	\$305,900.00	\$90.00	\$289,800.00	\$87.00	\$280,140.00
22.	Furnish & Install Sanitary Manhole	180	vert. ft.	\$245.00	\$44,100.00	\$250.00	\$45,000.00	\$280.00	\$50,400.00	\$224.00	\$40,320.00
23.	Furnish & Install Outside Drop Sanitary Manhole	9	vert. ft.	\$485.00	\$4,365.00	\$415.00	\$3,735.00	\$625.00	\$5,625.00	\$260.00	\$2,340.00
24.	Furnish & Install Sanitary Manhole Casting	20	ea.	\$375.00	\$7,500.00	\$400.00	\$8,000.00	\$400.00	\$8,000.00	\$426.00	\$8,520.00
25.	Disconnect Sanitary Lateral	2	ea.	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00
26.	Furnish & Install Flowable Fill	25	Cu. Yds.	\$100.00	\$2,500.00	\$125.00	\$3,125.00	\$120.00	\$3,000.00	\$100.00	\$2,500.00



**SEWER & WATERMAIN RECONSTRUCTION NO. 1**

**BID TABULATION - Unit W-17**

January 30, 2017

ITEM	DESCRIPTION	Quantity	Units	Jossart Bros.		Dorner Inc.		Feaker & Sons		Advance Const.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27.	Furnish & Install 15" Storm Sewer	545	lin. ft.	\$74.00	\$40,330.00	\$71.00	\$38,695.00	\$78.00	\$42,510.00	\$73.00	\$39,785.00
28.	Furnish & Install 12" Storm Sewer	1,850	lin. ft.	\$72.00	\$133,200.00	\$69.00	\$127,650.00	\$75.00	\$138,750.00	\$83.00	\$153,550.00
29.	Furnish & Install 12" Storm Lateral	50	lin. ft.	\$72.00	\$3,600.00	\$125.00	\$6,250.00	\$78.00	\$3,900.00	\$80.00	\$4,000.00
30.	Furnish & Install 6" Storm Lateral	2,325	lin. ft.	\$62.00	\$144,150.00	\$56.00	\$130,200.00	\$69.00	\$160,425.00	\$46.00	\$106,950.00
31.	Furnish & Install 15" Inlet Lead	30	lin. ft.	\$76.00	\$2,280.00	\$66.00	\$1,980.00	\$88.00	\$2,640.00	\$80.00	\$2,400.00
32.	Furnish & Install 12" Inlet Lead	215	lin. ft.	\$74.00	\$15,910.00	\$63.00	\$13,545.00	\$85.00	\$18,275.00	\$80.00	\$17,200.00
33.	Furnish & Install 10" Inlet Lead	20	lin. ft.	\$74.00	\$1,480.00	\$60.00	\$1,200.00	\$83.00	\$1,660.00	\$80.00	\$1,600.00
34.	Storm Lateral Hookup	22	ea.	\$150.00	\$3,300.00	\$125.00	\$2,750.00	\$250.00	\$5,500.00	\$100.00	\$2,200.00
35.	Furnish & Install Storm Manhole	105	vert. ft.	\$300.00	\$31,500.00	\$275.00	\$28,875.00	\$265.00	\$27,825.00	\$250.00	\$26,250.00
36.	Furnish & Install 5' Dia. Precast Storm Manhole	7	vert. ft.	\$400.00	\$2,800.00	\$500.00	\$3,500.00	\$435.00	\$3,045.00	\$390.00	\$2,730.00
37.	Furnish & Install 6' Dia. Precast Storm Manhole	7	vert. ft.	\$560.00	\$3,920.00	\$575.00	\$4,025.00	\$575.00	\$4,025.00	\$420.00	\$2,940.00
38.	Furnish & Install Storm Manhole Casting	22	ea.	\$375.00	\$8,250.00	\$390.00	\$8,580.00	\$450.00	\$9,900.00	\$415.00	\$9,130.00
39.	Furnish & Install "E" Inlet w/Frame & Grate	11	ea.	\$1,750.00	\$19,250.00	\$1,700.00	\$18,700.00	\$1,755.00	\$19,305.00	\$1,800.00	\$19,800.00
40.	Furnish & Install "C" Inlet w/Frame & Grate	4	ea.	\$1,750.00	\$7,000.00	\$1,700.00	\$6,800.00	\$1,725.00	\$6,900.00	\$1,800.00	\$7,200.00
41.	Sanitary Spot Repair (Under 9' deep)	3	ea.	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$4,500.00	\$13,500.00
42.	Sanitary Spot Repair (Over 9' deep)	1	ea.	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$4,800.00	\$4,800.00
43.	Furnish & Install 4" Water Main Cut & Cap	4	ea.	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$2,700.00	\$10,800.00	\$4,100.00	\$16,400.00
44.	Pour Concrete Base in Manhole	1	ea.	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
45.	Furnish & Install & Remove Type "D-M" Inlet Protection	75	ea.	\$100.00	\$7,500.00	\$130.00	\$9,750.00	\$110.00	\$8,250.00	\$100.00	\$7,500.00
46.	Furnish & Maintain Temporary Traffic Control	1	ump Sur	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$78,000.00	\$78,000.00	\$238,204.00	\$238,204.00
47.	Contaminated Soil Removal	150	cu. yds.	\$20.00	\$3,000.00	\$15.00	\$2,250.00	\$30.00	\$4,500.00	\$10.00	\$1,500.00
48.	Furnish & Install Extra Stone Bedding	200	tons	\$15.00	\$3,000.00	\$11.25	\$2,250.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00

\* - corrected value

**\$2,304,701.00**

**\$2,284,375.00**

**\$2,177,010.00**

**\$2,129,535.00**



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**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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

TO: Finance Committee

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

DATE: 3/1/2017

RE: Action Item: Award contract to Hoffman Planning, Design and Construction for design and engineering services for Blue Ramp Demolition for a contract of \$101,813 and a contingency of 15% for a contract not-to-exceed \$117,085.

The 2017 Capital Improvement budget allocated monies to perform design and engineering services for the demolition of the Blue Ramp. Three firms responded to Request for Proposals and were evaluated for relevant experience, prior project success, project team, project understanding/study methodology, project schedule and cost. It was important that the firms clearly demonstrated experience in demolition similar in nature to our project. For this project the Director of Public Works, Facilities Manager, Facilities Project Manager and I scored the proposals. Below are the pricing and scores received from the RFP evaluation.

AECOM	- \$215,800 (points 79.00)
Hoffman	- \$101,913 (points 78.25)
Zimmerman	- \$219,444 (points 74.75)

After careful review our team recommends awarding a contract to Hoffman for \$117,085. Hoffman effectively demonstrated the necessary expertise for all areas of this project. Please feel free to contact me at 832-5572 with any questions, or by email at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org).



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**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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(920) 832-5572 FAX (920) 993-3103  
Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 3/1/2017

RE: Action: Award the Fire Station #3 "2017 Roof Replacement Project" contract to Kaschak Roofing in the amount of \$121,900 with a contingency of 10% for a project total not to exceed \$134,000.

The 2016 Capital Improvement Plan includes \$150,000 for the replacement of the roofs at Fire Station #3 and Fire Station #5. Both buildings are identical and both were constructed in 1991. In 2004 both roofs were replaced like in kind. Based on the short lifespan experienced on the roofs, we hired a consulting engineer to complete a comprehensive roof investigation on both buildings. During the investigation, it was determined that the buildings were constructed without the proper insulation and venting, causing the shingles to prematurely fail. For the allotted 2017 budget it was determined that we could not complete both roof repairs. Therefore, we decided to complete Fire Station #3 this year, and include Fire Station #5 into the 2018 CIP budget. 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:

<b>Kaschak Roofing (low bid)</b>	<b>\$121, 900</b>
Pioneer Roofing	\$123,164
PHD Roof Doctors	\$144,872

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Weinert Roofing. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineers recommendation, therefore we recommend awarding the contract to Kaschak Roofing in the amount of \$121,900 plus a contingency of 10% only to be utilized if needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



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**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 3/1/2017

RE: Action: Award the Municipal Services Building "2017 Roof Replacement Project" contract to Weinert Roofing in the amount of \$178,245 with a contingency of 10% for a project total not to exceed \$196,000.

The 2016 Capital Improvement Plan includes \$250,000 for the final 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 113,875 square feet. This final phase of the project will include the remaining 24,250 square feet. 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:

<b>Weinert Roofing (low bid)</b>	<b>\$178,245</b>
Walsdorf Roofing	\$179,300
Northeastern Roofing	\$186,500
Pioneer Roofing	\$213,414
Woodruff Roofing	\$283,625

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Weinert Roofing. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation, therefore we recommend awarding the contract to Weinert Roofing in the amount of \$178,245 plus a contingency of 10% only to be utilized as needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



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**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

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

DATE: 3/3/2017

RE: Action Item: Approval of Bid Packages and project related expenses into the Guaranteed Maximum Price Amendment to Miron Construction for the Fox Cities Exhibition Center for a contract not to exceed \$10,440,199.

Action Item: Reject bids from Elmstar Electric, Suburban Electric, Van Ert Electric and Conference Technologies Incorporation. All bids received were over our budgeted amount. The scope will be reviewed and modified to rebid.

The delivery method utilized for this project is Construction Manager at risk (CM) and varies from the traditional design-bid-build delivery method traditionally used when time is not a project constraint. In this method, the CM is hired as the Owner's agent and contracts directly with sub-contractor(s) in an "at-risk" position. All work is publicly bid to comply with state bidding laws. Once the lowest qualified bidder is determined, the sub-contractor(s) contracts with the CM to complete the work. The CM provides a guaranteed maximum price in which any costs above this are the risk of the CM. The City only pays for the actual costs of the work completed (up to the maximum guarantee) and any change orders if there is a scope change.

It is currently anticipated that the project will include six (6) bid packages. Future bid packages will be incorporated via a change order to the initial contract with the CM.

On February 9, 2017, bids were opened for Bid Package #3 for various areas of construction. We received multiple bids as provided below and recommend proceeding with the lowest responsible bidder:

**Precast Concrete:** Miron Construction Co., Inc.

Contractor	Bid
Miron Construction Co., Inc.	\$314,236

**Masonry:** Miron Construction Co., Inc.

Contractor	Bid
Miron Construction Co., Inc	\$869,229
Hein Construction	\$1,038,800

**Steel Supply & Erection:** Miron Construction Co., Inc.

Contractor	Bid
Miron Construction Co., Inc	\$2,143,327
Merrill Steel	\$2,374,000

**Metal Wall Panels:** Corcoran Glass & Paint, Inc.

Contractor	Bid
Corcoran Glass & Paint, Inc.	\$775,000
Omni Glass & Paint, Inc	\$813,102
Cladding & Component Solutions	\$1,007,895
432Architectural Products of Wausau	\$1,058,800
Muza Sheet Metal Co., Inc	\$1,096,702

**Roofing:** Weinert Roofing

Contractor	Bid
Weinert Roofing	\$432,135
Northern Metal & Roofing Co., Inc.	586,000

**Caulking:** Sciachitano Caulking

Contractor	Bid
Sciachitano Caulking	\$33,500
Caulking Plus	\$34,828

**Rolling / Overhead Doors:** EZ Glide

Contractor	Bid
EZ Glide	\$57,300

**Operable Partitions:** W.L. Hall Co.

Contractor	Bid
W.L. Hall Co.	\$323,283
H.J. Martin & Son, Inc.	\$323,880
JWC Building Specialties	\$347,189

**Aluminum Windows & Entrances:** Omni Glass & Paint, Inc.

Contractor	Bid
Omni Glass & Paint, Inc.	\$1,514,915
Corcoran Glass & Paint, Inc.	\$1,580,900
H.J. Martin & Son, Inc.	\$1,802,668

**Gypsum Board Systems:** VerHalen

Contractor	Bid
VerHalen	\$1,068,500
Appleton Lathing Corporation	\$1,103,873
H.J. Martin & Son, Inc.	\$1,199,988

**Food Service Equipment:** W.L. Streich Equip. Co., Inc.

Contractor	Bid
W.L. Streich Equip. Co., Inc.	\$193,880
Strategic Equipment, LLC	\$195,955
Kessenich's LTD	\$208,240
Boelter LLC	\$226,191

**Fire Protection:** EGI Mechanical, Inc.

Contractor	Bid
EGI Mechanical, Inc.	\$198,000
United States Alliance Fire Protection	\$199,302
J.F. Ahern Co.	\$229,387

**Plumbing:** EGI Mechanical, Inc.

Contractor	Bid
EGI Mechanical, Inc.	\$514,000
Johnson & Jonet	\$524,500
J.F. Ahern Co.	\$529,200
A&J Mechanical Contractors, Inc.	\$582,295
Hurckman Mechanical Industries	\$624,350
August Winter & Sons, Inc	\$650,400
Basset Mechanical	\$699,393

**HVAC:** North American Mechanical, Inc.

Contractor	Bid
North American Mechanical, Inc.	\$1,765,000
Best Mechanical Services	\$1,900,000
B&P Mechanical, Inc.	\$1,920,000
Sure-Fire, Inc.	\$1,932,700
Great Lakes Mechanical, Inc.	\$1,935,500
Rohde Brothers Inc.	\$1,955,139
J.F. Ahern Co.	\$1,991,600
Hurckman Mechanical Industries	\$2,129,000
Basset Mechanical	\$2,175,190
August Winter & Sons, Inc.	\$2,296,200

**Air Barrier System:** Pro-Foamers, Inc

Contractor	Bid
Pro-Foamers, Inc.	\$100,833
Appleton Lathing Corporation	\$124,180

In addition, insurance and performance/payment bonds currently total \$137,032.

Please feel free to contact me at 832-5572 with any questions, or by email at [dean.gazza@appleton.org](mailto: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](mailto:dean.gazza@appleton.org)

TO: Finance Committee

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

DATE: 3/3/2017

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Please feel free to contact me at 832-5572 with any questions, or by email at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org).

## SETTLEMENT AGREEMENT

This Agreement is between CVS Pharmacy Inc. ("CVS"), a corporation organized and existing under the laws of the State of Delaware and registered and authorized to conduct business in the State of Wisconsin, and the City of Appleton, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 700 West Wisconsin Avenue within the City.

(b) "Cases" mean the actions pending in the circuit court for Outagamie County, Wisconsin titled *CVS Pharmacy, Inc. v. City of Appleton*, Case No. 15-CV-602 (2014) and 16-CV-634 (2015) and 16-CV-635 (2016).

(c) "Court" means the Circuit Court for Outagamie County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Attorney Robert Hill Trust Account, or to another account designated by CVS in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$52,472.23 for 2014, \$52,858.57 for 2015, and \$52,235.46 for 2016 for a total of \$157,566.26 as a refund of property taxes previously paid by or billed to CVS based on the property tax assessments of the Property for the tax years 2014, 2015 and 2016. The parties agree that no portion of this amount constitutes interest and no interest is owed.

3. Waiver of Costs. Each party waives all claims for costs.

4. Time of Payments. The City shall pay the refund of taxes for the 2014, 2015 and 2016 tax years in full, as provided in Section 2 of this Agreement, within 60 days of the date this Agreement is signed by both parties.

5. Stipulation for Dismissal. No later than ten days after CVS receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Cases (including, but not limited to, all claims asserted in the Complaints in the Cases) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

6. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

7. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or

implied.

8. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

9. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

10. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

11. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

12. No Assignment or Transfer. CVS represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

13. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

14. Use of this Agreement. This Agreement shall not be filed with the Court in the Cases or used in any other case or proceeding for any purpose whatsoever, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party hereto in any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

15. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to CVS for any of the claims asserted in the Cases or CVS' objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2014, January 1, 2015 and January 1, 2016 or any other date nor any other admission concerning the assessment of CVS property. In addition, none of the agreed upon values or

assessments as of January 1, 2014, January 1, 2015 and January 1, 2016 shall be admissible in any proceeding or assessment challenge in any subsequent year.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

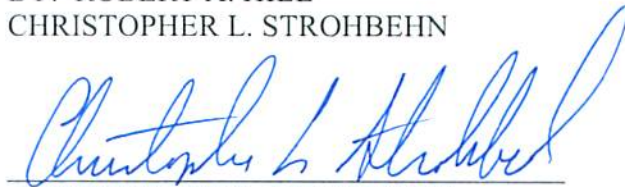
18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

19. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: February 16, 2017.

**CVS PHARMACY, INC.**

BY: ROBERT A. HILL  
CHRISTOPHER L. STROHBEHN



CHRISTOPHER L. STROHBEHN  
State Bar ID 1041495

Dated: February 13, 2017.

**APPROVED AS TO FORM**

BY: Seibel Law Offices, LLC  
11518 North Port Washington Road, Suite 103  
Mequon, WI 53092



Amy R. Seibel  
State Bar ID No. 1006166

Dated: \_\_\_\_\_, 2017.

**CITY OF APPLETON**

By:

\_\_\_\_\_  
Mayor Timothy Hanna

By:

\_\_\_\_\_

**MEMO:** Resolution to encourage our Legislature to close Tax Loopholes  
**DATE:** 02/15/17  
**TO:** Community and Economic Development Committee  
**FROM:** Deann Brosman, City Assessor

Please find attached a resolution encouraging our state legislation to close property tax loopholes in Wisconsin. These loopholes have allowed national retailers to be awarded large property tax refunds, thereby shifting their tax burden to homeowners and small business owners. This is impacting our tax base. To help you understand this issue, I have also attached the Dark Store Loophole Resource page of the Wisconsin League of Municipalities ("the League") which contains this resolution, along with the League's Issue Briefing on the Dark Store Tax Shift. Lastly, you will find a recent article from the Appleton Post-Crescent describing the impact on our local communities.

As a city we have awarded the following tax refunds due to these loopholes in recent years:

Target - \$79,128 refund in 2013  
Walgreens - \$385,633 refund in 2015  
CVS - \$339,594 proposed refund in 2017

Wisconsin Assessors are required to value property at its market value – what it would sell for on the open market. Wisconsin courts, however, haven't recognized that fully-occupied commercial buildings have a higher market value than vacant, abandoned (i.e. "dark") commercial buildings. The courts have allowed retailers to use dark stores as comparable sales to occupied stores in assessment cases and thereby have awarded them large tax refunds. Most buyers of commercial property are investors who deem dark stores to be worth up to 50% less than occupied stores due to: lost rent; holding costs while vacant; leasing commissions; remodeling cost for a new tenant; seller-imposed restrictions on retail use; higher investment risk; inferior locations; etc. In assessment cases, the courts also have not recognized the existence of all leases that sell with property. By not recognizing leases, the courts have often intrinsically valued commercial property as unoccupied with the above-mentioned discounts. Retail store vacancy in Outagamie County is only 4.5%, but yet we are being forced to assess these properties as if vacant.

State Senate President Roger Roth of Appleton has agreed to co-sponsor legislation to close these loopholes at the encouragement of the League and our mayor. This resolution has recently been passed in other municipalities including Wauwatosa, Brookfield, and West Bend. Please show Senator Roth and our entire legislature your support by passing this resolution.





## **Close Loopholes that Shift a Greater Property Tax Burden from Commercial to Residential Homeowners**

**Whereas**, home owners in Wisconsin already pay 70% of the total statewide property tax levy; and

**Whereas**, that disproportionate burden is about to get much worse unless the Legislature addresses tax avoidance strategies that national chains like Walgreens, and big box retail establishments like Target and Lowe's are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

**Whereas**, a carefully-orchestrated wave of 100s of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

**Whereas**, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be less than half of their actual sale prices on the open market; and

**Whereas**, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenue back to the stores; and

**Whereas**, there are over 200 Walgreens stores located in Wisconsin's cities and villages; and

**Whereas**, Target, Lowe's, Meijer, Menards and other big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations from a different market segment; and

**Whereas**, the Republican-controlled Indiana state Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

**Whereas**, the Michigan state house overwhelmingly passed similar legislation in May of 2016.

**Now, Therefore, Be It Resolved**, that the common council of the City of Appleton urges the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and
2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.



# Dark Store Tax Loophole Resource Page

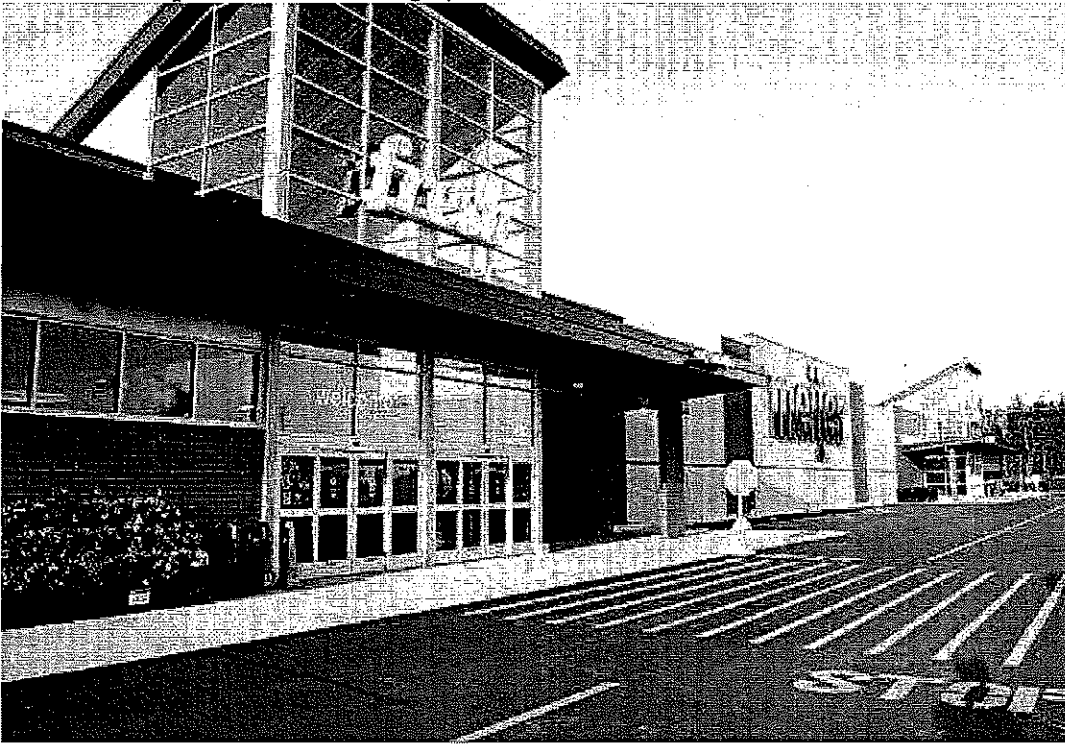
**The Issue:** The “Dark Store” strategy of property tax assessment is looming large over communities throughout the state of Wisconsin and unfortunately could soon be coming to your city or village. In fact, it may already be there.

In essence, the Dark Store strategy is a tax loophole being used by Big Box retailers and other national chains to lower the amount they pay in property taxes. Retailers such as Lowe’s, Target, Meijer, Home Depot, Menards, Walgreens, and CVS are arguing that the market value of their thriving store should be based on the sales of similar size “comparable” properties that are vacant and abandoned.

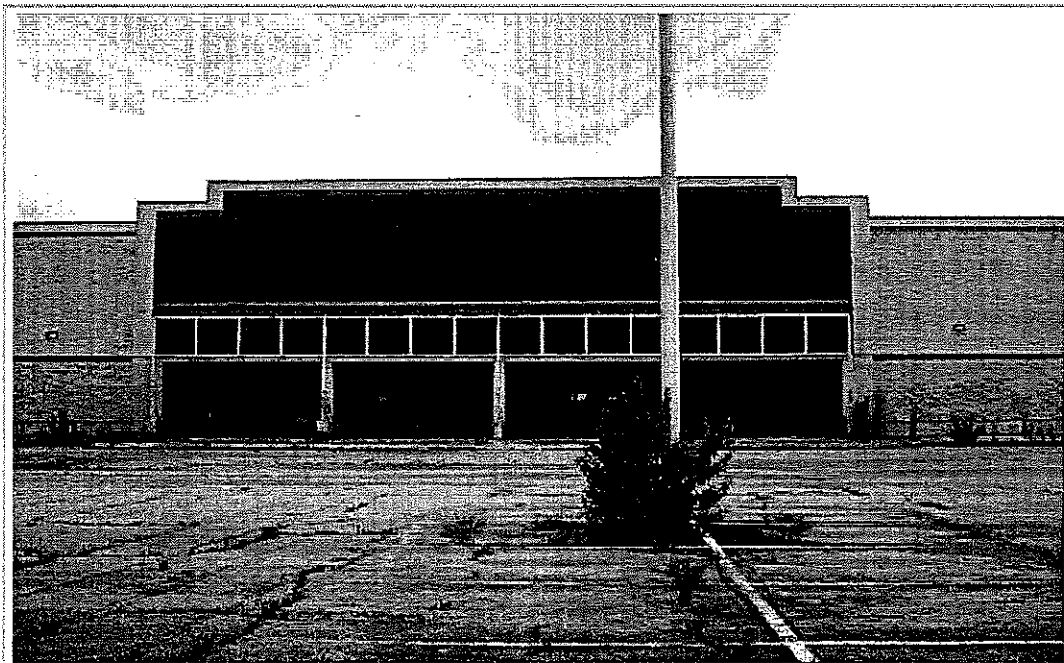
What? You mean a fully operational store, like a new Target, gets to pay the same property taxes as a closed, empty and “dark” K-Mart down the street? Yes, that’s exactly what the retailers are fighting for and it’s what is starting to happen more and more frequently.

Some courts in Wisconsin have upheld this “Dark Store theory” and cut property tax assessments in some cases by as much as 50 percent – resulting in a tax shift to homeowners or a cut in local services. These rulings could result in a shift of millions of dollars in tax burden across Wisconsin unless the loop hole is closed by the legislature.

**The Solution:** Follow the lead of the Indiana state legislature and pass legislation in Wisconsin closing off these tax strategies and stopping the tax shift to home owners. Pass legislation clarifying that leases are appropriately factored into the valuation of properties and prohibiting assessors from valuing thriving big box stores the same as abandoned buildings in a different market segment.



Should this new thriving store be valued for property tax purposes like the abandoned store in the photo below? That's what many big box chains are successfully arguing to reduce their property taxes. The result is that other taxpayers like you have to pick up the slack. Not fair, is it? Tell your legislator to do something about it. Support legislation banning the dark store tax strategy.



## Big Box Dark Store Documentary


<http://tinyurl.com/darkstore>

A highly informative documentary film explaining the complex, yet devastating "Dark Store" tax loophole issue facing Wisconsin communities. This is a hot topic the League of Wisconsin Municipalities has been fighting for more than a year and at a compact 24-minutes it is great film to show in your local communities when explaining this issue.

"Boxed In" is a 2016 documentary by Northern Michigan University Professor Dwight Brady, an Emmy Award winning producer, and 14 NMU students.

## Dark Store Resources

[Dark Store Issue Briefing.](#)

 [Dark Store Model Resolution](#) calling on the Legislature to pass legislation Closing Tax Loopholes Causing More of Property Tax Burden to Shift from Commercial to Residential.

## Big-Box Stores Battle Local Governments Over Property Taxes.

Nice summary of the dark store issue in the [September 2016 issue of Governing.](#)

## Should Lowe's 'dark store' strategy in Texas concern D-FW taxpayers?

An article on the just beginning process in Texas. [Dallas News](#)

## 'Dark stores' argument allows big businesses to skimp on property taxes.

An account of the 'Dark Store' Janesville situation. [Janesville Gazette](#)

An account of Lowe's actions in Alabama. [AL.COM Article](#)

## West Bend WI asks governor to close tax loopholes.

Facing two lawsuits and the prospect of a significant decline in tax revenues from larger retailers, area administrators have officially petitioned state officials for assistance. [Daily News Article](#)

## Wauwatosa, WI -- Mayor and many local governments asking the state for help.

Local municipalities are losing millions each year, and thousands of dollars are being spent on legal fees. It's an issue that's been steadily creeping into Wisconsin -- big box stores appealing their assessed values to pay lower property taxes.

[FOX6 story HERE.](#)

## Brookfield, WI sends message to combat big retail loopholes.

City of Brookfield -- Worst-case scenario: Property tax bills for the average resident go up \$233.50.

[Brookfield Elm Grove NOW article HERE.](#)

## How Big-Box Retailers Weaponize Old Stores

Tucked away on the northern edge of Michigan's rugged Upper Peninsula, Sault Ste. Marie is bracing for the battle of its life. The tourist town is heading to court in early 2017 to fight Walmart Stores, which seeks to cut \$286,000 off its annual property tax bill on a local store. Using what critics call the "dark store loophole," Walmart is following in the footsteps of big-box merchants including Lowe's and Target by arguing that its bustling store should be assigned about the same value for tax purposes as one that's been vacant for years, hundreds of miles away. [Bloomberg Businessweek Article Here.](#)



131 W. Wilson St., Suite 505  
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phone (608) 267-2380; (800) 991-5502  
fax: (608) 267-0645  
league@lwm-info.org; www.lwm-info.org

## Issue Briefing: Dark Store Tax Shift

### Court rulings giving tax cuts to chain stores result in tax increases for homeowners

Property taxes for homeowners and main street businesses are increasing in Wisconsin as national retailers pay less. A carefully-orchestrated wave of 100s of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and to their home-owning customers. If the Legislature fails to close this loophole, we estimate that millions of dollars in property taxes will shift from large commercial properties to homeowners and other taxpayers over the next few years.

The table below shows what assessors estimate the tax increases that homeowners in select communities will experience when the Dark Store theory is fully-implemented. Calculations are based on amount of national chain retail, 2015 mill rates, and median home values:

City	Estimated Tax Increase	Average increase per home per year
Brookfield	5%	\$233.50
Hudson	9%	\$374.58
La Crosse	7%	\$197.12
Oconomowoc	8%	\$360.96
Pleasant Prairie	17%	\$892.50
Wauwatosa	7%	\$382.12
West Bend	8%	\$253.89

This is not a new problem, nor is it exclusive to Wisconsin. Wisconsin is merely the latest state to experience this coordinated legal attack on in-state taxpayers. Indiana and Michigan have already experienced it. In Indiana, the Legislature promptly slammed the door on this court-created loophole. A similar legislative fix is pending in Michigan. Wisconsin must do the same.

**Loophole #1: It's just a big empty box.** Tax attorneys for Target, Meijer, and other big box chains are using what is known as the "**Dark Store Theory**" to argue that the assessed value of a new, thriving store should be based on the value of vacant or abandoned buildings of similar size. They argue that regardless of their new location or how updated their building is the value for 'property tax purposes' should be based on the value of the buildings and locations they abandoned prior to moving into the new store at their new location.

**Real World Example from Wauwatosa:** The Lowe's store at 12000 W. Burleigh St. is currently challenging the city's assessed valuation. The City assessed the property at \$13.6 million. The City's expert believes the market value is actually \$17.7 million. Lowe's argues the property's current value is \$7.1 million of which \$3 million is attributed to land. Yet, the land was purchased in 2007 for \$9,012,800. Lowe's built a

140,000 square foot building in 2006 for approximately \$7 million, they then subsequently purchased the land after constructing the building. Altogether, Lowe's spent in excess of \$16 million to acquire the land and build the structure. Now, Lowe's argues that the land was devalued from \$9 million to \$3 million because the big box store was constructed. Lowe's insists that under Wisconsin law (based on the *Walgreens* decision) only vacant dark stores, such as the vacated big box stores near the former Northridge shopping area, can be used as comparables. The City disagrees, but their only options are costly litigation or settling with the property owner on a compromise value.

**Loophole #2: Gold box on Wall Street, cardboard box on Main Street.** Walgreens and CVS stores use a different, but related strategy, to argue that the assessed value of their properties should be less than half of actual sale prices on the open market. The two have already sued more than 100 Wisconsin communities, claiming the rent they pay for their newly-constructed, highly-visible corner locations doesn't accurately reflect its market value. These properties are developed to the retailer's specifications and leased to them with no landlord responsibility other than collecting rent. More than 80% of Walgreen stores and 95% of CVS stores operate under a lease arrangement. This arrangement is so desirable that drugstores have become the most popular single-tenant properties in the national real estate investment market. But attorneys for Walgreen and CVS argue that their actual sale prices don't represent market value and the underlying leases are the wrong tool for determining the property's value for 'property tax purposes.' Instead, they say, the assessments should hinge on the amount the landlord could get if the drugstore moved out and a different retailer moved in.

**Real World Example from Oshkosh:** Walgreens challenged the City of Oshkosh's assessments of two of its stores. The city based its assessment on the actual amounts for which the properties were sold. The court rejected the city's approach and ordered that the two Walgreens be refunded for several tax years. The total amount of the refunds equaled \$305,672. Other taxpayers in Oshkosh now have to pick up Walgreen's former share of the tax burden. There are over 200 Walgreens located in Wisconsin's cities and villages.

**Other states have stopped this tax shift.** The Republican-controlled Indiana Legislature overwhelmingly passed bipartisan legislation in 2015 and 2016 prohibiting assessors from valuing new big box stores the same as abandoned stores in a different market segment. The Michigan legislature is considering similar proposals. In May 2016 the Michigan house passed a dark store fix bill by a vote of 97-11. The bill is pending in the Michigan Senate.

**Solution:** Follow Indiana's lead and pass legislation in Wisconsin closing off these tax strategies and stopping the tax shift to home owners. Pass legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and
2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations. 11/1/16



## 'Dark store' cases could cost millions in taxes

Doug Schneider, USA TODAY NETWORK-Wisconsin

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(Photo: Jim Matthews/USA TODAY NETWORK-W)

HOWARD - An aggressive move by some major retail chains is putting homeowners in parts of Brown County and a number of other areas of Wisconsin at risk of a property tax jump in the coming years.

The action by retailers like Menards, Target, Lowe's and Walgreens has cost taxpayers millions of dollars in Michigan and Indiana. Oshkosh had to refund more than \$300,000 in taxes and fees. Howard, the Howard-Suamico School District and the county could wind up owing thousands to Menards.

It works like this: Retailers challenge their property assessments, citing similar — but vacant, or "dark" — stores, claiming their buildings are worth millions of dollars less than they've been assessed for by local governments, which typically set values based on both the building and its use.

In many cases, they've won so decisively that a Bloomberg headline said stores have "weaponized" the approach.

When retailers win, the other taxpayers lose. Municipalities have two choices: Cut services — sometimes dramatically — or make the rest of the community pay more in taxes. About 70 percent of municipal tax collections comes from homes. Smaller communities are hit particularly hard due to their smaller tax bases.

"What happens if the assessments of large format retailers get chopped in half?" asked Howard Village Administrator Paul Evert. "All the other taxpayers pick up the slack."

How much slack? Howard has assessed the Menards and its 18.7-acre site at 2300 Woodman Drive at \$12.45 million. Eau Claire-based Menard Inc. (<https://www.menards.com/main/home.html>) acknowledges it spent \$10.6 million to buy the land and build the store, but claims in legal papers that the site is worth only \$5.8 million.

In papers filed in November, the retailer demands that Howard provide a refund, with interest, and pay its legal fees. "The 2016 assessment of the property was excessive," wrote Christopher Strohbehn, a Milwaukee attorney. "The tax imposed on the property was excessive."

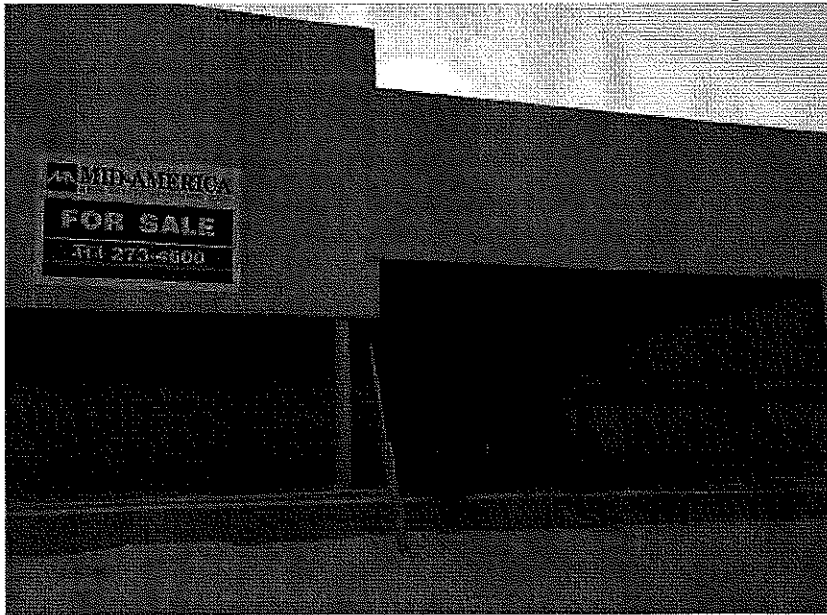
**RELATED:** [Retailers seek tax cuts with 'dark stores' theory \(/story/money/business/2017/01/14/retailers-seek-tax-cuts-dark-store-theory/96502204/\)](#)

**RELATED:** [WI cities worry over 'dark stores' lawsuits \(/story/money/2016/12/26/cities-brood-over-dark-store-lawsuits/95650564/\)](#)

**RELATED:** [Big box stores ring up property tax discounts \(/story/news/politics/2015/04/11/big-box-stores-reduced-property-assessments/25649545/\)](#)

**RELATED:** [Relief in sight for 'Dark Store' tax appeals \(/story/news/local/2016/07/11/relief-sight-dark-store-tax-appeals/86870964/\)](#)

The challenge is one of more than a dozen the company has filed in Wisconsin in the past year.



The vacant Cub Foods grocery in the East Town shopping center is among the stores cited by Menards as a building with comparable value to its Howard store in a challenge of the village's tax assessment of the store on Woodman Drive. (Photo: Jeff Bollier/USA TODAY NETWORK-Wisconsin)

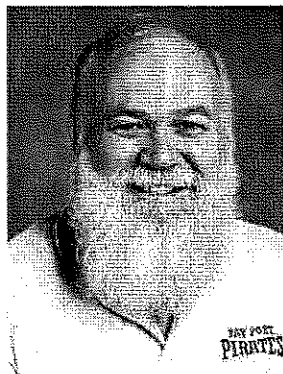
The company listed several stores as comparable to its Howard facility, including a Cub Foods in Green Bay, a Sears in Sheboygan and a former Home Depot in Beaver Dam. The three have something in common. None has operated as a store for years.

With Menards paying \$209,000 in taxes this year, the communities that tax it would have to refund about \$111,000 if the store wins the case.

## 'A real problem'

Communities including Ashwaubenon and Howard and the League of Wisconsin Municipalities are asking the state to step in, said Patrick Moynihan Jr., the Ashwaubenon village clerk who also represents the village on the county board. A committee of county lawmakers earlier this month recommended adding their voices to that crowd, saying the state needs to adopt legislation that blocks businesses from using unused buildings to reduce taxes on working stores.

"This is causing real impacts," said Howard Supervisor Richard Schadewald (<http://www.co.brown.wi.us/departments/?department=2c960fb409b5&i=e32767f67813>). "And the only remedy we have to help local taxpayers is with the state legislature. This is a real problem."



(Photo: Photo courtesy of Richard Schadewald)

How real? Menards' annual tax payment of Howard-Suamico School district (<http://www.hssd.k12.wi.us/>) taxes would fall from roughly \$103,000 to about \$48,000. For 2016, the district would have to refund the difference. In future years, the district would face a difficult choice: increase taxes next year to make up the difference, or cut its budget by a corresponding amount.

"That would be a rather large refund," said Matt Spets (<https://www.linkedin.com/in/matthew-spets-b477a762/>), the district's assistant superintendent for business services. "You're talking about one less teacher."

A reduction in the store's assessment would also mean more than \$50,000 in lost revenue for others that tax the store: Brown County, the village of Howard, Northeast Wisconsin Technical College (<https://www.nwtc.edu/>) and the state of Wisconsin.

Municipalities also fear that successful challenges will prompt other businesses to take similar steps.

"If one type of business or one type of property gets more favorable treatment, then everybody is going to be looking at that," Oshkosh City Attorney Lynn Lorenson said ([/story/money/2016/12/26/cities-brood-over-dark-store-lawsuits/95650564/](http://story/money/2016/12/26/cities-brood-over-dark-store-lawsuits/95650564/)). "They'll say, 'If Walgreens had success, maybe we can use a similar argument.'"

## Retailers' side

Retail chains see the issue differently. They insist it's unfair for communities to assess based on what's inside their stores, rather than valuing only the

Additionally, modern retail store designs are fairly unique, making it sometimes difficult for a company to sell a store it no longer wants or needs. Potential resale value, of course, plays a role in how a property can be assessed (</story/news/2017/01/20/kewaunee-nuke-plant-entitled-12m-tax-refunds/96730004/>). Or, like a former Walmart near Milwaukee, stores have deed restrictions that prevent them from being operated by other retailers.

The attorneys listed in Menards' Howard case didn't respond to requests for comment last week. But in a January interview with the Journal Sentinel (</story/money/business/2017/01/14/retailers-seek-tax-cuts-dark-store-theory/96502204/>), one made his position clear: The value of the store is its property, not what's inside the building.

Minnesota attorney Robert A. Hill (<http://roberthilllaw.com/>)'s website calls his firm "relentless advocates for property taxpayers." He said municipalities "just want to pretend that what's black is white, and that real estate somehow should not be the only thing that gets assessed."

Municipal officials, though, says that approach defies logic.

"A brand-new Walmart is worth the same as a boarded-up Kmart?" said Deena Bosworth, director of governmental affairs for the Michigan Association of Counties (</story/news/politics/2015/04/11/big-box-stores-reduced-property-assessments/25649545/>). "I don't think so."

## 'Devastating effect'

In Michigan and Indiana, where dark-store lawsuits were an issue before they took hold in Wisconsin, impacts are being felt.

Michigan's local governments have issued more than \$100 million in tax refunds since 2010, experts say. Indiana's spent an estimated \$120 million. In 2015, Indiana attempted to resolve dark-store cases by establishing new assessment standards for big-box stores, but repealed them in 2016, apparently amid concerns about constitutional issues.

Before dark-store challenges became common, the average Michigan 'big box' store was assessed at \$55 per foot, said Jack Van Coevering (</story/money/business/2017/01/14/retailers-seek-tax-cuts-dark-store-theory/96502204/>), an attorney who was chief judge of the Michigan Tax Tribunal but now represents municipalities in dark-store cases. Now, assessments of Menards and Target are less than half that.

"There's wave after wave after wave," he said. "Whether we've reached the end of the storm, I don't know."

An Escanaba-area library cut hours because its host community had to cut its budget. When an Upper Peninsula Lowe's brought a dark-store case last year, about 130 people protested outside the business. Northern Michigan University produced a 25-minute documentary video, "Boxed In." (<http://boxedin.news/what-is-boxed-in-all-about/>) on dark-store impacts.

"This has a devastating effect," the Michigan Municipal League says (<http://www.mml.org/advocacy/dark-stores/>). "Municipalities don't just lose future revenue, but have to pay back the retailers for 'over-taxing' them in prior years."

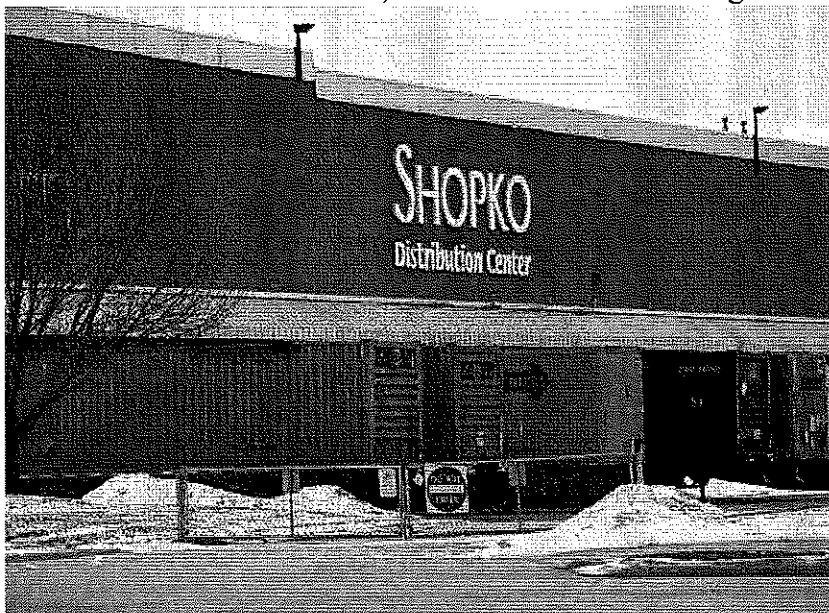
Communities also incur costs to fight the challenges. A Port Huron Menards sought a \$2 million cut to its 2014 and 2015 assessments (</story/news/local/2016/07/11/relief-sight-dark-store-tax-appeals/86870964/>). A court reduced the store's valuation by \$300,000.

The case cost the city more than \$33,000 in legal expenses — more than it receives in taxes from the store.

*dschneid@greenbaypressgazette.com and follow him on Twitter @PGDougSchneider. USA TODAY NETWORK-Wisconsin reporters Rick Romell and Nate Beck contributed to this story.*

## De Pere suit

Big-box retailers aren't just suing because of assessments on their stores.



Shopko Stores Operating Co. is challenging De Pere's property tax assessment of its distribution center at 171 Lawrence Drive. (Photo: Jim Matthews/USA TODAY NETWORK-WI)

ShopKo Stores Operating Co. LLC has filed legal papers saying the city of De Pere over-assessed its west side distribution center by more than \$9 million. The retailer seeks an assessment reduction from \$20.1 million to \$10.9 million on its facility at 1717 Lawrence Drive, plus a refund of taxes it says it overpaid, and legal costs.

Shopko is represented by Christopher Strohbehn of Milwaukee, who also represents Menards in its assessment lawsuit involving its Howard retail store. De Pere is represented by a Madison firm.

## Other battlegrounds

Brown County isn't the only place where some major retailers are seeking significant reductions in their assessments. Highlights:

- **Alabama:** Lowe's, a \$59 billion business, has filed lawsuits seeking assessment reductions on 27 stores. Officials said a loss could cost the state \$1.5 million annually.
- **Fond du Lac:** Menards argues that the value of its store is no more than \$5.2 million; the city's assessment is \$9.2 million. A similar lawsuit from Target says Fond du Lac should reduce its taxes by a third.
- **New York:** The city of Auburn agreed this month to settle a dispute by reducing the assessment of a Walmart by about \$1 million, which will give the store a tax refund of about \$11,000.
- **Racine:** Target has filed multiple challenges to its assessment. It cites a vacant Kmart and a former Home Depot as comparable properties.
- **San Antonio, Texas:** Lowe's sued Bexar County, claiming its 11 area stores were worth the same as empty buildings — about \$30 per square foot, rather than the \$80 to \$85 per square foot at which they were assessed. A court recently ruled against the retailer.

SOURCES: USA TODAY NETWORK-Wisconsin, *al.com*, *The Journal Times*, *San Antonio Express-News*, *Auburn Citizen*.

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We are One Nation**

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**NOMINATE SOMEONE**

**MEMO:** CVS Pharmacy 2011 – 2013 Property Tax Refund  
**DATE:** 02/22/17  
**TO:** Finance Committee  
**FROM:** DeAnn Brosman, City Assessor

**CVS Pharmacy - Tax Parcel 31-5-2381-00 located at 700 W. Wisconsin Avenue**

CVS Pharmacy has prevailed in its excessive assessment litigation with the city. This litigation, which began in 2011, included a seven day trial in 2014 and concluded this January with a Wisconsin Appellate Court decision in favor of CVS. Prior to the Appellate Court review, the city was denied a review by the Wisconsin Supreme Court. As a result, I am asking the committee to refund the following property taxes, interest, and fees as approved by the court:

2011 - 2013 Taxes to be refunded	\$177,470.46
Interest amount through 2/28/17	\$799.07
Plaintiff fees approved by the Appellate Court	\$152.10
Plaintiff fees approved by the Circuit Court	<u>\$3,606.49</u>
<b>TOTAL</b>	<b>\$182,028.12</b>

The city's portion of this refund is \$68,197. We will charge back \$113,831 to the school district, county, and tech school for reimbursement in 2018.

The refund is a result of the court reducing the property's assessed value from \$4,459,500 to \$1,690,000, \$1,760,000, and \$1,855,000 in these three years. The court stated that the WDOR's 2009 revisions to the Wisconsin Property Assessors Manual, of which we relied upon, conflicted with the 2008 Walgreen Co. v. City of Madison Supreme Court decision and therefore are inappropriate. The manual revisions required assessors to consider a property's lease when valuing the property, whereas, the court valued the property as if unoccupied and for lease to a secondary retail user. In doing so, the court ignored the \$4.5 million that CVS paid to develop the property, the 2009 sale price of \$4.5 million, the 2012 sale price of \$4.7 million, and the prices paid for similar-occupied pharmacies.

As a result of the 2008 Walgreen Co. v. City of Madison decision, national retailers have filed over 20 excessive assessment lawsuits within the regional market area of Oshkosh to Green Bay. Please see the resolution on the Community and Economic Development Agenda which calls for legislative action to counteract this trend.

**MEMO:** CVS Pharmacy 2014 – 2016 Property Tax Refund Settlement Agreement  
**DATE:** 02/22/17  
**TO:** Finance Committee  
**FROM:** DeAnn Brosman, City Assessor

**CVS Pharmacy - Tax Parcel 31-5-2381-00 located at 700 W. Wisconsin Avenue**

Following a long trial and appeal process, CVS has prevailed in its excessive assessment litigation with the city for tax years 2011- 2013. To avoid further litigation for tax years 2014 – 2016 of which lawsuits have been filed, I am requesting your approval of the attached settlement agreement containing the following terms:

- The 2014 – 2016 Assessed values will be reduced from \$4,459,500 to \$2,100,000.
- The 2014 – 2016 tax refund will be paid to CVS Pharmacy in the amount of **\$157,566.26**.
- No interest or court fees will be paid.

The city's portion of this refund is \$60,864. We will charge back \$96,702 to the school district, county, and tech school for reimbursement in 2018. The new assessed value is in line with the Walgreens settlement on a per square foot basis. Thank you for your consideration.