



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, March 1, 2017

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[17-253](#)

Common Council Meeting Minutes of February 15, 2017

Attachments: [CC Minutes 2-15-17.pdf](#)

- H. BUSINESS PRESENTED BY THE MAYOR
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[17-195](#)

Approve proposed changes to Section 15-33 of Municipal Code related to solid waste at residential properties.

Attachments: [Section 15-33.pdf](#)

Legislative History

2/23/17

Municipal Services
Committee

recommended for approval

- [17-196](#) Approved proposed change to Section 16-10 of Municipal Code related to snow removal from driveway aprons.

Attachments: [Section 16-10.pdf](#)

Legislative History

2/23/17	Municipal Services Committee	recommended for approval
---------	------------------------------	--------------------------

- [17-197](#) Preliminary Resolution 2-P-17 for Concrete Pavement, Driveway Aprons and Sidewalk Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

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

Legislative History

2/23/17	Municipal Services Committee	recommended for approval
---------	------------------------------	--------------------------

- [17-198](#) Request from Jennifer Morales from Mr. Taco for a street occupancy permit to place tables and chairs in the "terrace area" at 106 S. State Street.

Attachments: [Mr. Taco.pdf](#)

Legislative History

2/23/17	Municipal Services Committee	recommended for approval
---------	------------------------------	--------------------------

- [17-199](#) Request from Lori Locy for a refund of the \$35 reinspection fee for electrical reinspection at 1739 N. Alvin Street.

Attachments: [Lori Locy refund.pdf](#)

Legislative History

2/23/17	Municipal Services Committee	recommended for denial
---------	------------------------------	------------------------

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

- [17-130](#) Operator's Licenses

Attachments: [Operator's Licenses for 2-8-17 S & L.pdf](#)

Legislative History

2/22/17	Safety and Licensing Committee	recommended for approval
---------	--------------------------------	--------------------------

- [17-177](#) Pawnbroker License Renewal application of JGB, LLC d/b/a Mister Money, Gregory A. Baer, Applicant, 1933B N. Richmond St., contingent upon approval from all departments.

Legislative History

2/22/17 Safety and Licensing recommended for approval
Committee

- [17-188](#) Operator's License application of Parker J. Langworthy, 1707 W. Weiland Lane.

Attachments: [Langworthy, Parker J..pdf](#)
[langworthy denial.pdf](#)

Legislative History

2/22/17 Safety and Licensing recommended for denial
Committee
Mr. Langworthy was at the meeting and addressed the Committee.

- [17-205](#) Reserve "Class B" Beer/Liquor License application of Appleton Music Hall LLP, d/b/a Gibson Music Hall, Kurt M. Langkau, Agent, 211 W. College Ave., contingent upon approval from all departments.

Attachments: [Gibson Music Hall Beer Liquor License application.pdf](#)

Legislative History

2/22/17 Safety and Licensing recommended for approval
Committee

- [17-209](#) "Class B" Beer/Liquor License temporary premise description change for March 17 & 18, 2017, 201 S. Walnut St., contingent upon approval from all departments.

Attachments: [McGuinness Irish Pub.pdf](#)

Legislative History

2/22/17 Safety and Licensing recommended for approval
Committee

- [17-218](#) Amendment to Rate Fees for Towing Companies on the Rotating Call List

Attachments: [Memo- Towing Call List Fees.pdf](#)
[Towing Fee Schedule \(edited 2-16-17\).pdf](#)

Legislative History

2/22/17 Safety and Licensing recommended for approval
Committee
The following individuals spoke on the item:
Scott, Dansche of D&D towing and Butch Vanderputen, retired from a towing company

3. MINUTES OF THE CITY PLAN COMMISSION**4. MINUTES OF THE PARKS AND RECREATION COMMITTEE**

[17-183](#) Action Item: Award Contract to Zimmerman Architectural Studios for Design and Engineering Services for Jones Parks Design for a Contract of \$219,936 and a Contingency of 15% for a Contract Not-To-Exceed \$252,926

Attachments: [Action-Jones Park Design-Zimmerman \(2-20-17\).doc](#)

Legislative History

2/20/17	Parks and Recreation Committee	recommended for approval
---------	--------------------------------	--------------------------

[17-184](#) Action Item: Award Contract to Lunde & Williams for Design Services for Ellen Kort Peace Park for a Not-To-Exceed Contract of \$25,000

Attachments: [Action-Ellen Kort Peace Park Approval \(2-20-17\).doc](#)

Legislative History

2/20/17	Parks and Recreation Committee	recommended for approval
---------	--------------------------------	--------------------------

[17-187](#) Action Item: Award Contract to McMahon Engineers & Architects for Design and Engineering Services for the Memorial Park Restroom/Concession Facility for a Contract of \$58,325 and a Contingency of 15% for a Contract Not-To-Exceed \$67,074

Attachments: [Action-Memorial Park Design Approval \(2-20-17\).doc](#)

Legislative History

2/20/17	Parks and Recreation Committee	recommended for approval
---------	--------------------------------	--------------------------

5. MINUTES OF THE FINANCE COMMITTEE

[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. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

- [17-207](#) Request to approve the attached resolution encouraging our state legislature to close property tax loopholes in Wisconsin

Attachments: [Dark Store Resolution Memo to CEDC 2-22-17.pdf](#)
[City of Appleton Resolution for Proposed Dark Store Legislation.pdf](#)
[Dark Store Resolution Memo Attachments.pdf](#)

Legislative History

2/22/17	Community & Economic Development Committee	recommended for approval
---------	--	--------------------------

- [17-208](#) Request to approve a one (1) year lease with Erv Van Camp to farm the undeveloped land at 110 and 210 W. Edgewood Drive, estimated to be approximately 21 acres, at the rental rate of \$100 per acre, with no crop loss provision

Attachments: [FarmLeaseMemo 110&210 W Edgewood 2-10-17.pdf](#)
[110&210 W Edgewood - Farm Lease \(1-30-2017\).pdf](#)
[Edgewood Farm Lease Map EXHIBIT A.pdf](#)
[EXHIBIT B Small Exposure Leases.pdf](#)

Legislative History

2/22/17 Community & Economic recommended for approval
Development Committee

7. MINUTES OF THE UTILITIES COMMITTEE

[17-190](#) Approve Agreement with Outagamie County for public/private utilities associated with their downtown campus expansion project.

Attachments: [CoA - OC - OC Bldg Expansion Agrm \(02-14-2017\).pdf](#)

Legislative History

2/23/17 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[17-214](#) Request to approve reorganization for Valley Transit to change 4 part time drivers to variable part time drivers.

Attachments: [VT Request to Change T.O. 02.20.2017.pdf](#)

Legislative History

2/20/17 Human Resources & recommended for approval
Information Technology
Committee

[17-215](#) Request to approve Police Department reorganization for the following:

- Change title of Police Communication Technician to Police Communication Specialist
- Move one Communication Specialist to an Administrative Support Specialist position
- Move supervision of Communication Specialists from a Lieutenant to Administrative Services Supervisor
- Move Administrative Services Supervisor supervision from Captain to Assistant Chief

Attachments: [Police Table of Org Modification Request 2-20-17.pdf](#)
[Police TO Draft 2-20-17.pdf](#)

Legislative History

2/20/17 Human Resources & recommended for approval
Information Technology
Committee

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[17-150](#)

Request to Purchase Transit Buses

Attachments: [VT Request to Purchase New Flyer Buses 02.08.2017.pdf](#)
[Estimated Annual Depreciation Schedule.pdf](#)

Legislative History

2/8/17 Fox Cities Transit recommended for approval
 Commission
This item was recommended for approval

10. MINUTES OF THE BOARD OF HEALTH**M. CONSOLIDATED ACTION ITEMS**[17-216](#)

Request to approve Fire Department reorganization as follows:

- Merge the current two Battalion Chiefs of Training and Special Operations to one Battalion Chief of Resource Development and Special Operations
- Create a Civilian Training and Resource Development Specialist
- Reduce the number of Captains from 8 to 6 and increase the number of Lieutenants from 13 to 15

Attachments: [Fire Department Reorganization - February 2017.pdf](#)
[Fire TO existing.pdf](#)
[Fire TO proposed 2017.pdf](#)

Legislative History

2/20/17 Human Resources & recommended for approval
 Information Technology
 Committee

[17-204](#)

The Appleton Fire Department Requests Approval of the Proposed Reorganization

Attachments: [Table of Organization - Proposed.pdf](#)
[Table of Organization - Proposed \(003\).pdf](#)
[Memo Requesting Appleton Fire Department Reorganization - February 2017.pdf](#)

Legislative History

2/22/17 Safety and Licensing recommended for approval
 Committee

N. ITEMS HELD**O. ORDINANCES**

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[17-260](#) Convene into Committee of the Whole

[17-263](#) Resolution Authorizing that the City of Appleton guarantee the maintenance of an interest reserve account in an amount not less than \$1.5 million; provided that the reserve account is initially funded with not less than \$2 million from room tax receipts for purposes of financing the Fox Cities Exhibition Center.

Attachments: [Resolution for 3-1-17 Council Meeting-FCEC Financing.pdf](#)

[FCEC Summary Term Sheet Common Council Resolution 2-28-17a.pdf](#)

[17-261](#) Reconvene to Common Council

[17-262](#) Report of the Committee of the Whole

S. ADJOURN

Kami Lynch, City Clerk

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, February 15, 2017

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Jirschele

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

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

Excused: 2 - Alderperson Cathy Spears and Alderperson Chris Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Clerk Lynch, City Attorney Walsh, Deputy City Attorney Behrens, Director of Community & Economic Development Harkness, Fire Chief Vander Wyst, Director of Finance Saucerman, Health Officer Eggebrecht, Director of Information Technology Fox, Library Director Rortvedt, Director of Parks, Recreation & Facilities Gazza, Director of Public Works Vandehey, Police Chief Thomas, Valley Transit General Manager Mc Donald
The following were excused:
Director of Human Resources Matz, and Director of Utilities Shaw

F. PUBLIC PARTICIPATION

No one signed up to speak during public participation.

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[17-172](#)

Common Council Meeting Minutes of February 1, 2017

Attachments: [CC Minutes 2-1-17.pdf](#)

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

Aye: 13 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Jeffrey Jirschele, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker and Aldersperson Christine Williams

Excused: 2 - Aldersperson Cathy Spears and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

[17-179](#)

Amended and Restated Final Resolution 1-P-17 for Sanitary Laterals

Attachments: [1-P-17 Sanitary Laterals Amended- FINAL Resolution.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Lobner, that the Special Resolution be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Jeffrey Jirschele, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker and Aldersperson Christine Williams

Excused: 2 - Aldersperson Cathy Spears and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE
3. MINUTES OF THE CITY PLAN COMMISSION
4. MINUTES OF THE PARKS AND RECREATION COMMITTEE
5. MINUTES OF THE FINANCE COMMITTEE

Balance of the action items on the agenda.

Alderson Konetzke moved, Alderson Meltzer seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 13 - Alderson Kathleen Plank, Alderson William Siebers, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Margret Mann, Alderson Patti Coenen, Alderson Kyle Lobner, Alderson Jeffrey Jirschele, Alderson Matt Reed, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Greg Dannecker and Alderson Christine Williams

Excused: 2 - Alderson Cathy Spears and Alderson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[17-137](#)

Request to approve the following 2017 Budget adjustments:

Public Works Capital Projects Fund

Mobility Study Improvements-Oneida Bridge Design Proj	+\$200,000
Proceeds of Long-Term Debt	+\$200,000

Community & Economic Development Capital Projects Fund

Comprehensive Plan/Downtown Update Project	- \$100,000
Proceeds of Long-Term Debt	- \$100,000

Facilities & Construction Management Capital Projects Fund

Downtown Development Project	- \$100,000
Proceeds of Long-Term Debt	- \$100,000

to provide additional funding for the design of the northbound section of the Oneida Street bridge over Jones Park.

Attachments: [Oneida Bridge Design Contract.pdf](#)

This Report Action Item was approved.

- [17-140](#) Request 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 \$2,170,248.

Attachments: [2017 Expo Center Bid Package #4 .pdf](#)

This Report Action Item was approved.

- [17-155](#) Request to award Unit T-17 Oneida Street Sewer & Water Reconstruction #1 to Kruczek Construction, Inc. in the amount of \$3,092,000 with a 5% contingency of \$154,600 for a project total not to exceed \$3,246,600.

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

This Report Action Item was approved.

- [17-156](#) Request to award Unit A-17 Concrete Paving to Vinton Construction in the amount of \$4,989,020.21 with a 5% contingency of \$249,450 for a project total not to exceed \$5,238,470.21.

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

- [17-142](#) Preliminary Resolution 1-P-17 for Sanitary Sewer Laterals be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [1-P-17 Sanitary Laterals.pdf](#)

This Report Action Item was approved.

- [17-143](#) Approve the Mini-Sewer / Backyard Drainage Policy.

Attachments: [Mini Sewer Backyard Drainage Policy.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION**10. MINUTES OF THE BOARD OF HEALTH****M. CONSOLIDATED ACTION ITEMS****N. ITEMS HELD****O. ORDINANCES**[17-181](#)

Ordinances 18-17 to 23-17

Attachments: [Ordinances going to Council 2-15-17.pdf](#)**This Report Action Item was approved.****P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION****Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION****R. OTHER COUNCIL BUSINESS****S. CLOSED SESSION**[17-128](#)

The Common Council will go into closed session according to State Statute §19.85(e) for the purpose of discussions regarding deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session concerning funding for the construction of the Exhibition Center and to confer with legal counsel concerning strategy to be adopted by the body with respect to litigation in which it is involved or likely to become involved regarding the Village/Town of Harrison pursuant to the exceptions contained in §19.85(1)(g) of the Wisconsin Statutes. The Common Council will reconvene into open session.

Aldersperson Baranowski moved, seconded by Aldersperson Konetzke, that the Common Council convene into closed session at 7:13 p.m. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Jeffrey Jirschele, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker and Aldersperson Christine Williams

Excused: 2 - Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

T. ADJOURN

Motion by Baranowski, seconded by Dannecker to reconvene into open session at 9:03 p.m. Roll Call. Motion carried unanimously 13/0.

Alderperson Baranowski moved, seconded by Alderperson Coenen, that the meeting be adjourned at 9:04 p.m. Roll Call. Motion carried by the following vote:

Aye: 16 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Jeffrey Jirschele, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt and Mayor Timothy Hanna

Kami Lynch, City Clerk

DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

Phone (920) 832-6474

Fax (920) 832-6489

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor
Paula Vandehey, Director of Public Works

SUBJECT: Proposed changes to Section 15-33 of Municipal Code

DATE: February 17, 2017

Staff has recently encountered a situation where a residential property owner is collecting solid waste from outside the property they live and using their curbside collection to dispose of the waste. Residential curbside collection is not intended to be used for disposal for a commercial business. This ordinance change would allow the City to have clear language that all curbside solid waste collection should come from the residence that is being serviced from the City.

Sec. 15-33. Collection service.

(a) ***Residences.*** Residential solid waste shall be collected one (1) time per week from dwelling units according to a schedule established by the Director of Public Works. Solid waste set out for collection must originate at the residence being serviced; waste set out for collection that originated at a different property will not be collected.

The Department of Public Works recommends the proposed changes to Section 15-33(a) of the Municipal be approved.

cc: Emily Truman

as to obstruct or unreasonably interfere with the free passage of pedestrians, motor vehicles or other modes of travel. No person shall stand or remain at or near the entrance to any public or private building in such a manner as to annoy persons entering or leaving or passing such entrance. No person shall stand, sit, lie, remain or otherwise occupy any motor vehicle without permission of the owner.

(b) No kiosk, bulletin board or other decorative object shall be placed upon the street right-of-way except upon benches or other seating facilities provided for such purposes by the City.

(c) Sandwich board/temporary signs may be placed in the street right-of-way in conformance with the City of Appleton Sandwich Board/Temporary Sign Policy. (Code 1965, §5.07(1)(d), Ord 164-07, §1, 12-25-07)

Cross reference(s) – Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18

Sec. 16-10. Snow and ice removal.

(a) Every person shall, no later than thirty-six (36) hours following cessation of a snowfall, remove all snow and/or ice from the entire width of the sidewalk along the entire perimeter of the premises owned or occupied by him, including any handicap access ramps along the perimeter of the premises; provided that, immediately after the accumulation of ice on such sidewalk, it shall be treated with sand, salt or other substance to prevent it from being slippery. The ice shall continue to be so treated in such a manner as to prevent the ice from being dangerous until it can be removed and shall then be promptly removed. If the owner or occupant of such premises shall fail to remove and keep removed, such snow and ice or to sprinkle a sidewalk as required, the work shall be done under the direction of the Common Council and the expenses thereof made a special tax upon the lot along the entire perimeter of where such work was done.

(b) No person shall remove or cause to be removed any snow or ice from his premises, residence, parking lot, parking area, business property or other area onto any public right-of-way or property. Snow removed from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access. Snow accumulations on sidewalks, ~~handicap ramps or driveway aprons~~ ^{and} resulting from street snow plowing operations shall be removed by the owner of the abutting premises in accordance with the provisions of this section. In those instances where insufficient space exists between the sidewalk and street for the storage of all snow removed, it shall be stored on the abutting premises.

(c) The deposit of any snow or ice upon any sidewalk alley or street of the city contrary to the provisions of this

section is a nuisance, and in addition to the penalty provided for violation of this chapter, the City may summarily remove any snow or ice so deposited and cause the cost of the removal to be charged to the owner of the property from which the snow or ice has been removed. (Code 1965, §5.10; Ord 155-10, §1, 10-26-10; Ord 98-13, §1, 11-26-13)

Cross reference(s) – Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18.

Sec. 16-11. Compliance with City plans and specifications.

All streets and alleys shall be graded, graveled, paved or improved, all sidewalks shall be constructed or rebuilt, and all underground utilities in public streets, alleys and public grounds, all bridges, and all other public works of any kind whatever shall be built, constructed, erected or completed according to the plans and specifications kept on file in the office of the Director of Public Works. Such work shall be done in a manner and of the materials the specifications prescribe. Said work shall be completed in accordance with the requirements set forth in the City's *Temporary Traffic Control Manual for Street Construction and Maintenance Operations in the City of Appleton*, latest edition.

(Code 1965, §5.06; Ord 143-05, §1, 12-13-05)

Sec. 16-12. Work in public right-of-way – permit.

(a) **Administrative authority.** Permits shall be issued by the Engineering Division of the Department of Public Works.

(b) Fee; commencement of work without permit.

(1) An established permit fee in the amount which is on file in the Department of Public Works shall be paid for each permit issued under this section. If work is commenced before a permit is obtained and the permit request is denied, the Director of Public Works shall order the work ceased or the condition removed until a permit is obtained, for which the applicant shall pay a fee of four (4) times the established fee.

(2) If a permit is denied, the Director of Public Works or the Common Council may cause any offending conditions to be removed or corrected and the expense thereof charged to the person responsible.

(c) **Application; issuance.** Permits may be applied for on forms provided in the Department of Public Works. Permits will be issued after the necessary bond, certificate of insurance and Common Council authorization have been

CONCRETE PAVEMENT, DRIVEWAY APRONS, SIDEWALK CONSTRUCTION

RESOLUTION 2-P-17

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2011-2012.

RESOLVED, by the Common Council of the City of Appleton, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

Ashford Court from Celtic Crossing to Cul-de-sac

2. The total amount assessed against such property shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power and the amount assessed against each parcel shall be on a cost per front foot, area or unit cost basis.

3. The assessments against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:

- a. In cash, or if entered on the Tax Roll;
- b. One installment, if the assessment is \$1000 or less;
- c. In five equal annual installments, if the assessment is greater than \$1000;

Deferred payments shall bear an interest at the rate of 6.75% per annum on the unpaid balance.

4. The Finance Committee is directed to prepare a report consisting of:

- a. Preliminary plans and specifications for said improvements.
- b. An estimate of the entire cost of the proposed street improvements.
- c. A schedule of proposed assessments showing the properties that are benefited by the work or improvements.

Upon completing such report, the Finance Committee is directed to file a copy thereof in the office of the City Clerk for public inspection.

5. Upon receiving the report of the Finance Committee, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703 (7) (a), Wisconsin Statutes. The hearing shall be held at the Council Chambers in the City Hall at a time set by the City Clerk in accordance with Section 66.0703 (7) (a), Wisconsin Statutes.

S/TIMOTHY M. HANNA (Mayor)

Adopted: March 1, 2017

Attest: Kami L. Lynch (City Clerk)

Hi Paula,

I am requesting a street occupancy permit for tables and chairs in front of my restaurant, Mr. Taco located at 106 S. State St. in Appleton, WI 54911. I have also included the \$40 check and a certificate of insurance. If there is anything else you need from me please let me know.

Thank you,

Jennifer Morales

(920)915-4495



Paula Vandehey

From: Kurt Craanen
Sent: Wednesday, February 01, 2017 2:55 PM
To: Paula Vandehey
Subject: Fwd: Open Electrical Permit - 1739 N Alvin St

Paula:

Can you get this permit fee waiver request on the municipal services committee agenda?

Sent from my iPhone

Begin forwarded message:

From: Lori Locy <locyelectric@new.rr.com>
Date: February 1, 2017 at 2:52:34 PM CST
To: <kurt.craanen@appleton.org>
Subject: FW: Open Electrical Permit - 1739 N Alvin St

Kurt,

I would like a refund of the fee that I paid for an inspection on this property.

The permit below states admin closed and the inspectors did not have a list of corrections that would be needed.

I was told the permit was open and I would have to pay to have Brian go out to inspect property for what was wrong.

Knowing that it was admin closed, I would not have paid the fee of \$35.00.

Please let me know when committee is so that I can attend.

Thanks,

Lori Locy

From: Cathleen M. Wedel [<mailto:Cathleen.Wedel@Appleton.org>]
Sent: Thursday, January 26, 2017 2:42 PM
To: locyelectric@new.rr.com
Subject: FW: Open Electrical Permit - 1739 N Alvin St

I spoke with Brian and he said that we unfortunately do not have a record anymore of why this permit did not pass inspection. Therefore, the only way to know for sure would be for him to come out to the property. If that is what you would like to have happen, we would just need to have you pay the \$35 re-inspection fee so that I could schedule the appointment. Please let me know if you have any questions. Thanks!

Cathy

APPLETON CODE

DIVISION 3. PERMITS

Sec. 4-416. Application; issuance.

The Inspection Department shall issue permits for all electrical installations to the licensed electrical contractor in charge for light, heat or power upon filing of proper application, which shall be made on forms furnished by the Director. The permit application shall describe the nature of the work as well as such other information as may be required for inspection. Permits shall be issued prior to the start of any electrical work. No permit shall be required for repairs necessary for the proper maintenance of an existing installation. Electrical permits are required for demolition of any part of an electrical system. The electrical inspector may require the applicant to furnish additional plans and specifications covering the work to be done in addition to the items that are required in (1) and (2) of this section.

- (1) **A photometric study:** For commercial and industrial projects where emergency lighting is required, modified or where exit paths have changed, a photometric plan is required. Illumination levels shall be noted on the study using the point-to-point method having a maximum spacing of two feet on center.

- (2) **Photovoltaic (PV) Systems:** Requirements as listed in the "Photovoltaic System Permit Requirements" handout.

(Code 1965, § 17.06(1); Ord 32-92, § 1, 3-18-92; Ord 174-93, § 1, 10-19-93; Ord 118-96, § 1, 12-18-96; Ord 66-07, § 1, 3-27-07; Ord 13-15, § 1, 3-24-15)

Sec. 4-417. Reserved.

(Code 1965, § 17.06(2); Ord 85-97, § 1, 10-15-97; Ord 25-12, § 1, 3-7-12; Ord 13-15, § 1, 3-24-15)

Sec. 4-418. Electrical fees.

(a) **Generally.** Permit fees for the installation of wiring and electrical equipment shall be as provided in this section.

(b) **One- and two-family dwellings.** The amount of the permit fee for one- (1-) and two- (2-) family dwellings (new construction and additions) shall be on file in the Office of the City Clerk.

(c) **Multiple-family buildings.** The amount of the permit fee for multiple-family buildings (new construction and additions) shall be on file in the Office of the City Clerk.

(d) **Commercial or industrial buildings.** For commercial or industrial buildings (new construction and additions) and alterations to all existing buildings, the amount of the permit fees shall be on file in the Office of the City Clerk.

(e) **Change of service.** The fee for change of service shall be on file in the Office of the City Clerk.

(f) **Photovoltaic (PV) systems.** The fee for a PV system shall be on file in the Office of the City Clerk.

(g) **Penalty for commencing work without permit.** The fee for installation of wiring or electrical equipment without a permit shall be triple the permit fee prescribed in this section when a permit is obtained. Payment of any fee mentioned in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this Article.

(h) **Reinspection.** A thirty-five dollar (\$35.00) call back inspection fee may be charged each time a reinspection is necessary due to failure to correct, faulty, defective or incomplete work identified during a prior inspection.
(Code 1965, § 17.06(3)(a)-(f), (h), (i); Ord 106-97, § 1, 12-17-97, Ord 218-021, § 1, 11-26-01; Ord 67-07, § 1, 3-27-07; Ord 13-15, § 1, 3-24-15)

Sec. 4-419. Use of license to obtain permit for another.

It shall be unlawful for any licensed electrical contractor or person with a master's license to allow the use of said license, directly or indirectly, for the purpose of obtaining local electrical permits for others.

(Code 1965, § 17.06(3)(g); Ord 13-15, § 1, 3-24-15)

Sec. 4-420. Temporary installations.

On applying for an electrical permit for temporary work, a specified period of time for which such wiring is to remain in service must be stated. Service shall be cut off at the end of this period and shall not again be connected without written permission from the electrical inspector.

(Code 1965, § 17.06(4))

Operator's Licenses for 2/8/17 S & L

Approved

Emily J. Duesing	W2494 Clover Downs Court
Logan R. Fenolio	1714 N. Graceland Avenue
Jeremy A. Fischer	371 S. Westhaven Drive, Oshkosh
Logan M. Hall	1824 N. Whitney Drive, #21
Ashley N. Hoppmann	1832 N. Whitney Drive, #6
Nicole L. Jacob	211 Lennox Street, Neenah
Alicia E. Kolbe	1250 Wittman Park Lane, Menasha
Ashley A. Kunstman	621 N. Rankin Street
Justin M. Lindell	531 ½ W. College Avenue, #7
Jillian R. McCall	3402 E. Paris Way, #12
Mia A. McDonald	125 W. Wisconsin Avenue
Jo-Hanna Rifai	711 E. Boldt Way, SPC 1290
Justin R. Snyder	5042 Kenwood Court, Oshkosh
Mark A. Thurow	1015 School Avenue, Oshkosh
Charlene D. Wilson	1225 E. Gunn Street, #1
Megan N. Wirth	2220 Skylark Drive
Mary A. Wisniewski	301 W. 12 th Street, Kaukauna
Joseph S. Zeidan	635 W. Seneca Drive



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

LICENSE APPLICATION for
OPERATOR'S (BARTENDER'S) LICENSE

FEES ARE NON-REFUNDABLE

Date Recv'd 1/26/17

☐ Operator License \$60.00 Acct. 11030.4307
☒ Operator License \$75.00 Acct. 11030.4307
plus a provisional
☒ Investigation fee \$ 7.00 Acct. 100.2359
Total fee paid \$ 82. Receipt 4645038

☒ Original Application
☐ Renewal - License # _____

SECTION 1 - APPLICANT INFORMATION

Applicant Name (Last, First, MI) <u>Langworthy, Parker J</u>		Maiden	
Street Address <u>1707 W Weiland Lane</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54914</u>
Driver's License Number/State Identification Number		State License Issued In: <u>WI</u>	
Date of Birth	Sex <u>Male</u>	Home Phone Number	Cell phone Number
Name and Address of Establishment you will be selling alcohol <u>Grand central station Ballard</u>			

SECTION 2 - CONVICTION RECORD - NEW APPLICANT: You are required to list each and every violation and/or offense for which you have been convicted. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License? YES NO
If Yes; where? _____

Have you EVER been convicted of a felony? YES NO
If Yes; when, where and what type of violation? (Please be specific) _____

Have you EVER been convicted of a misdemeanor or ordinance violation? YES NO
If Yes; when, where and what type of violation? (Example: speeding, OWI) Speeding

SECTION 2 - CONVICTION RECORD - RENEWAL APPLICANT: List any pending charges, citations, tickets and all convictions since last license application. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License? YES NO
If Yes; where? _____

Have you been convicted of a felony since last license application? YES NO
If Yes; when, where and what type of violation? (Please be specific) _____

Have you been convicted of a misdemeanor or ordinance violation since last license application? YES NO
If Yes; when, where and what type of violation? (Example: speeding, OWI) _____

SECTION 3 - PENALTY NOTICE

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature: [Signature] [Signature]

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
POLICE		<u>X</u>	<u>Miller</u>	
Date sent to APD <u>1-26-17</u>	Scheduled FVTC Class	Class Completion Date <u>1-20-17</u>	Current other license: Muni _____ # _____	
Safety and Licensing	Common Council	Date Issued	Expiration Date	License Number

Last increase adopted 11-21-2012 Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

Return application to: City Clerk, 100 N. Appleton Street, Appleton, WI 54911-4799

Appleton Police - Consideration for Denial

(electronic copy sent to LT Miller and Kami Lynch)

Applicant	License Type	Offense	Type	Offense Date	Conviction Date
Parker J. Langworthy 07/28/97	Bartender	Speeding	Ordinance	05/03/14	6/4/14
		Speeding	Ordinance	03/26/15	08/28/15
		Speeding	Ordinance	06/27/15	0715/15
		Speeding	Ordinance	07/19/15	09/02/15
		GDL Violation	Ordinance	07/19/15	09/02/15
		Operating While Suspended	Ordinance	07/28/15	09/30/15
		Operating While Suspended	Ordinance	09/23/15	11/25/15
		No Insurance	Ordinance	09/23/15	11/25/15
		Possession of Marijuna	Ordinance	09/27/15	12/09/15
		Operating While Suspended	Ordinance	09/16/16	10/12/16
		No Insurance	Ordinance	09/16/16	10/12/16

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 17 ;
ending 6-30 20 17

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } Appleton
☒ City of

County of Outagamie Aldermanic Dist. No. 11 (if required by ordinance)

1. The named ☐ INDIVIDUAL ☒ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):

Appleton Music Hall LLP

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>LANGKAV, KURT M.</u>	<u>W6992 BRACKENWOOD LN</u>	<u>GREENVILLE, WI</u>
Vice President/Member	<u>LANGKAV, SCOTT R.</u>		
Secretary/Member	<u>LANGKAV, BRIAN A.</u>	<u>1029 EVANS ST.</u>	<u>OSHKOSH, WI</u>
Treasurer/Member			
Agent	<u>KURT M. LANGKAV</u>		
Directors/Managers			

3. Trade Name LIBSON MUSIC HALL Business Phone Number 920-379-1100
4. Address of Premises 211 W. COLLEGE AVE Post Office & Zip Code 54914

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3,500 SQFT WITH BAR AREA + 2 STAGES

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 14 day of February, 20 17
Cathy Bolwerk
Notary Public, State of Wisconsin

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires My Commission Expires January 23, 2021

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2-15-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

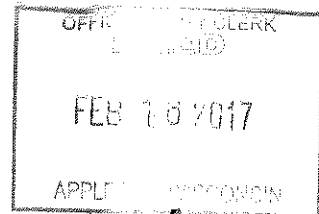
McGuinness Irish Pub (MIP, LLC)

would like to amend description

For Friday & Saturday, March 17 & 18,
2017

to include a temporary

Beer Garden that will be
completely fenced off - No entry
allowed. Approximate dimensions
20' x 50' - in the back
parking lot.



Matthew J Miller

920 - 573- 0959

Matt @ McGuinness Irish Pub.
com



February 15, 2017

To: Safety and Licensing Committee Members

From: Lt. Kelly Gady, Operations Coordinator, Appleton Police Dept.

I am writing this memo after hearing from some of our Tow Companies about our rotating call list fee structure. There have been two requests. For some reason, a fee for the use of a dolly was inadvertently left off of the structure schedule. We understand and this should be included in the fee structure. Past data and input suggests that a maximum rate of \$60 be considered.

The second request was to increase the rate for storage fees. This was discussed in our meetings with the Tow Company representatives. We believe it is reasonable for you to consider a maximum rate of \$40/day for storage (previously at \$35 for several years now).

If you have any questions regarding these two items, please contact me.

Thank you,

A handwritten signature in black ink that reads "Lt Kelly Gady". The signature is written in a cursive, flowing style.

Lt. Kelly Gady

Operations Coordinator

Appleton Police Department

CITY OF APPPLETON
ROTATING CALL LIST FEE SCHEDULE*

Effective Date: January 10, 2017

<u>SERVICE PROVIDED</u>	<u>MAXIMUM FEE - REGULAR HOURS</u>	<u>MAXIMUM FEE - AFTER HOURS</u>
STANDARD TOW (wheel lift/flatbed)	\$150.00	\$160.00
PARTIAL TOW (at discretion of towing company)	\$50.00	\$60.00
<u>ADD ON/ADDITIONAL FEES</u>		
Administrative Fees, Mailing Fees, Etc. (if vehicle is not claimed after two days)	\$20.00 total	--
Cleanup (prorated <u>after</u> first 30 minutes)	\$40.00/hour	\$40.00/hour
Mileage for Out-of-City Trips	\$4.00/mile loaded	\$4.00/mile loaded
Motorcycles	\$25.00	\$25.00
Snow Shoveling (prorated)	\$10.00 minimum/ \$60.00/hour	\$10.00 minimum/ \$60.00/hour
Use of Dolly	\$60.00 total	\$60.00 total
Standby Time (prorated)	\$60.00/hour	\$60.00/hour
Winching (prorated)	\$60.00/hour	\$60.00/hour
<u>STORAGE FEES</u>		
After-Hours Release of Vehicle/Property (at discretion of towing company except pursuant to code)	--	\$50.00
Outside Storage (not prorated)	\$4035.00/day	\$4035.00/day
Inside Storage (not prorated and at owner request/as reasonably required)	\$45.00/day	\$45.00/day
Cover Vehicles (not prorated and at owner request/as reasonably required)	\$30.00	\$30.00

*For additional information see the Municipal Code of the City of Appleton, Sec. 9-746 et. seq.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks & Recreation Committee

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

DATE: 2/20/2017

RE: Action Item: Award contract to Zimmerman Architectural Studios for design and engineering services for Jones Park design for a contract of \$219,936 and a contingency of 15% for a contract not-to-exceed \$252,926.

The 2017 Capital Improvement budget allocated \$1.55 million to perform design, engineering and construction services for the renovation of Jones Park. Four 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 park design, landscape architecture and building architecture. For this project the Deputy Director, Grounds Manager, Facilities Project Manager and I scored the proposals. Below are the pricing and scores received from the RFP evaluation.

Ayres	- \$188,311 (points 72.00)
Lunde-Williams	- \$192,629 (points 75.50)
R.A. Smith	- \$239,045 (points 78.50)
Zimmerman/MSA	- \$219,936 (points 83.75)

After careful review our team recommends awarding a contract to Zimmerman/MSA for \$219,936. Zimmerman/MSA effectively demonstrated the necessary vision for all areas of this project to ensure the investment is fully maximized. Note both Zimmerman and MSA have teamed up to leverage both of their firm's strengths in both architecture and park design. Zimmerman is currently also working on the Exhibition Center which also allows for a seamless design as the two properties are closely connected. Please note lower cost proposals were received, but upon evaluation the proposals did not fully meet the requirements of the request for proposal such as survey, geo-technical, design development of the performance stage, etc. and/or did not demonstrate a project understanding or provide as strong a team as others did in their proposals.

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks & Recreation Committee

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

DATE: 2/20/2017

RE: Action Item: Award contract to Lunde & Williams for design services for Ellen Kort Peace Park for a not-to-exceed contract of \$25,000.

The 2017 Capital Improvement budget allocated monies to perform conceptual and design development services for Ellen Kort Peace Park. Four 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 park planning, riverfront development, an understanding of peace parks and architecture. For this project the Deputy Director, Grounds Manager, Facilities Project Manager and I scored the proposals. Please find below their pricing and scores received from the RFP evaluation.

CORRE -	\$27,283 (points 74.50)
Lunde-Williams -	\$25,000 (points 79.25)
R.A. Smith -	\$71,721 (points 79.50)
MSA -	\$42,500 (points 73.25)

After careful review our team recommends awarding a contract to Lunde Williams for \$25,000. An interview with our team was conducted to review the project and we were very impressed with the project team Lunde-Williams has assembled to work on this project. They effectively demonstrated the necessary vision for all areas of this project to ensure the investment is fully maximized.

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks & Recreation Committee

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

DATE: 2/20/2017

RE: Action Item: Award contract to McMahon Engineers & Architects for design and engineering services for the Memorial Park restroom/concession facility for a contract of \$58,325 and a contingency of 15% for a contract not-to-exceed \$67,074.

The 2017 Capital Improvement budget allocated \$75,000 to perform conceptual and design and engineering services for the Memorial Park restroom/concession facility and landscape. Four 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 park design, landscape architecture and building architecture. For this project the Deputy Director, Grounds Manager, Facilities Project Manager, Recreation Manager and I scored the proposals. Below are the pricing and scores received from the RFP evaluation.

Gries	-	\$52,020 (points 69.00)
McMahon	-	\$58,325 (points 80.20)
Zimmerman	-	\$63,128 (points 81.80)
MSA	-	\$129,000 (points 85.60)

After careful review our team recommends awarding a contract to McMahon for \$58,325. An interview with our team was conducted to review the project and we were very impressed with the project team McMahon has assembled to work on this project. They effectively demonstrated the necessary vision for all areas of this project to ensure the investment is fully maximized. Though Zimmerman scored very similar, after further questioning it was determined McMahon had included a more comprehensive and complete proposal that meets our scope of work.

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

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

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

SUBJECT: Award of Contract

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

Unit CC-17 Bridge Maintenance

Be awarded to:

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

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.	Trunnion 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 & 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 & 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 & 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 & 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

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

SUBJECT: Award of Contract

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

W-17 Sewer & Water Main Reconstruction No. 1

Be awarded to:

Name: Van Straten Construction Co. Inc.

Address: 2117 South Oneida Street

Green Bay, WI 54304

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 & 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 & 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 & 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

\$2,129,535.00

\$2,177,010.00

\$2,284,375.00

\$2,304,701.00



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

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

DATE: 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.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 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:

Kaschak Roofing (low bid)	\$121, 900
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 with any questions.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 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:

Weinert Roofing (low bid)	\$178,245
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 with any questions.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

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

DATE: 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.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

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

DATE: 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.

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.

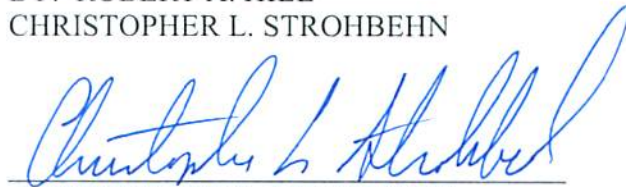
18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of 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

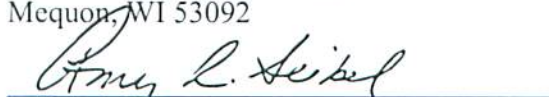


CHRISTOPHER L. STROHBEHN
State Bar ID 1041495

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

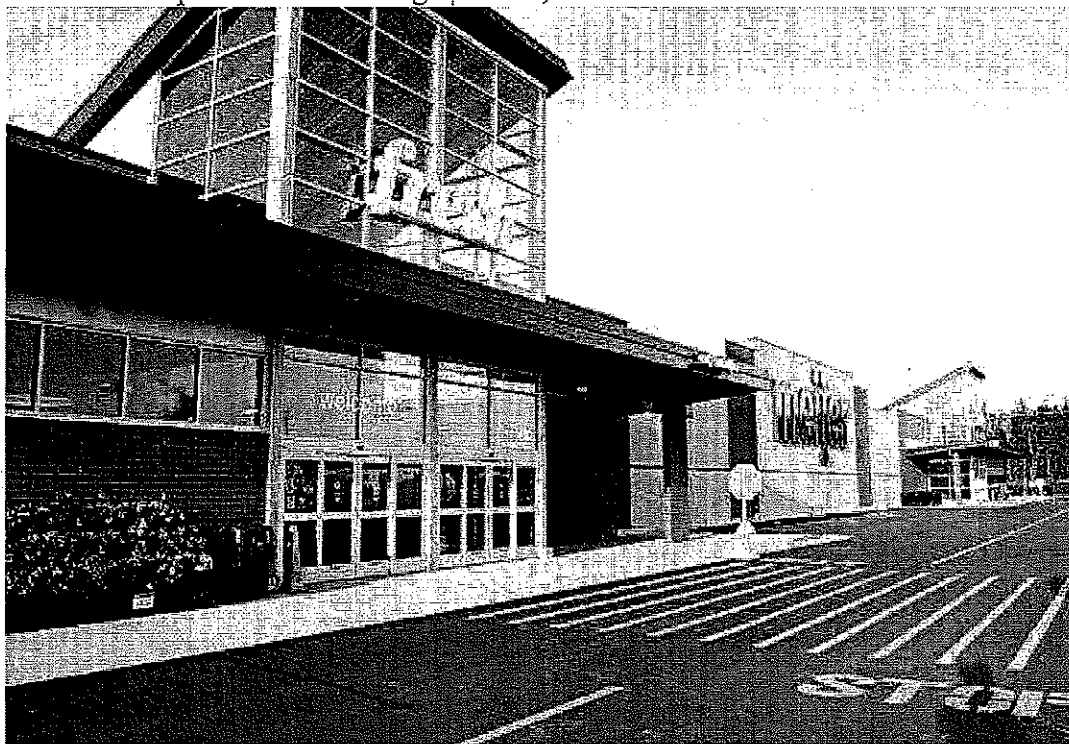
The Issue: The “Dark Store” strategy of property tax assessment is looming large over communities throughout the state of Wisconsin and unfortunately could soon be coming to your city or village. In fact, it may already be there.

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.

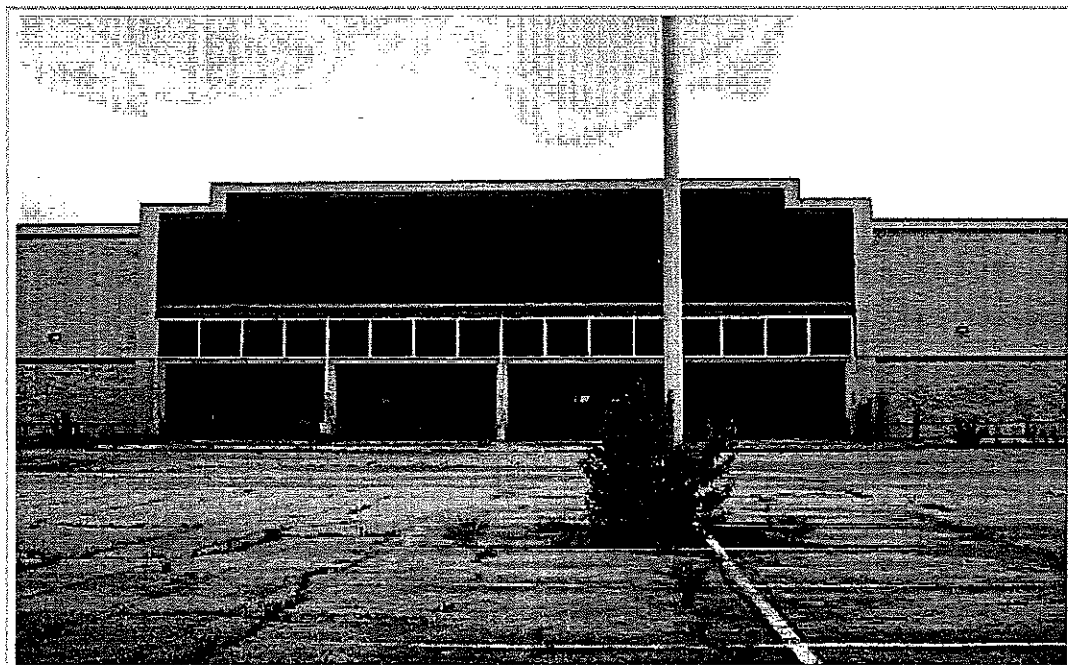
What? You mean a fully operational store, like a new Target, gets to pay the same property taxes as a closed, empty and “dark” K-Mart down the street? Yes, that’s exactly what the retailers are fighting for and it’s what is starting to happen more and more frequently.

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
Madison, Wisconsin 53703
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

Published 6:22 a.m. CT Feb. 13, 2017 | Updated 2 hours ago



(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."

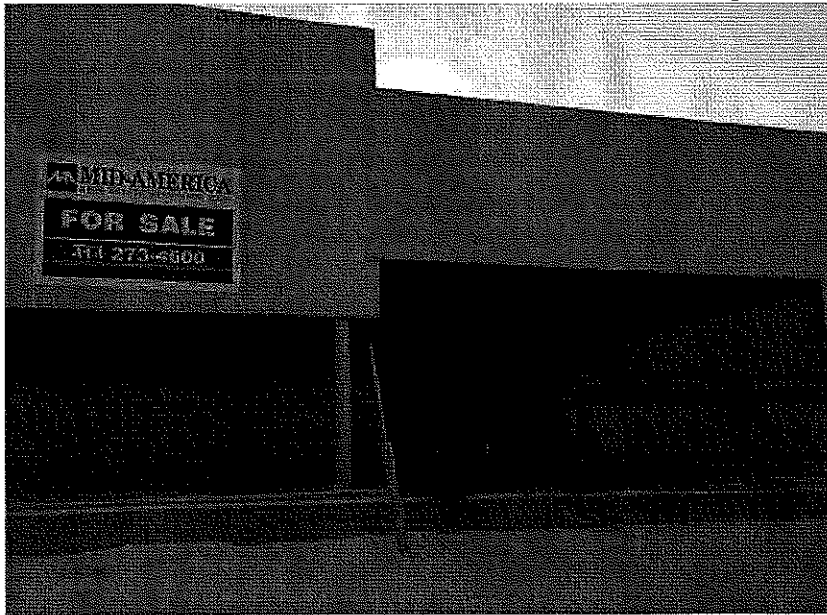
RELATED: [Retailers seek tax cuts with 'dark stores' theory \(/story/money/business/2017/01/14/retailers-seek-tax-cuts-dark-store-theory/96502204/\)](#)

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)

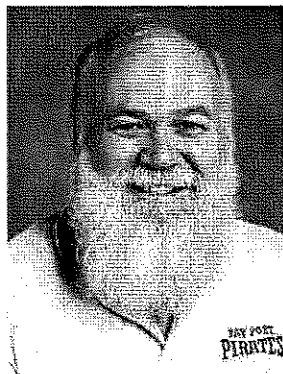
The company listed several stores as comparable to its Howard facility, including a Cub Foods in Green Bay, a Sears in Sheboygan and a former Home Depot in Beaver Dam. The three have something in common. None has operated as a store for years.

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."

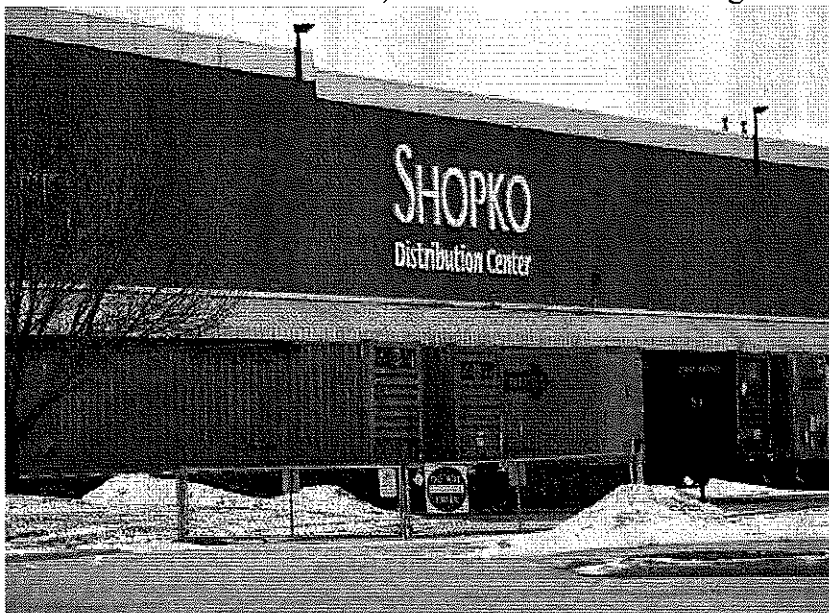
Communities also incur costs to fight the challenges. A Port Huron Menards sought a \$2 million cut to its 2014 and 2015 assessments (</story/news/local/2016/07/11/relief-sight-dark-store-tax-appeals/86870964/>). A court reduced the store's valuation by \$300,000.

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*.

Read or Share this story: <http://gbpg.net/2l6WuGw>

**I am an American
We are One Nation**

Nominate an American
who is helping our nation.

USA TODAY NETWORK
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>
TOTAL	\$182,028.12

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.



MEMORANDUM

TO: Community and Economic Development Committee

FROM: DeAnn Brosman, City Assessor

DATE: February 16, 2017

RE: Resolution to Encourage our Legislature to Close Tax Loopholes

Please find attached a resolution encouraging our state legislature 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 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, have not 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. This dark store method is now being used by non-retailers to appeal assessed values. 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, and other factors.

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

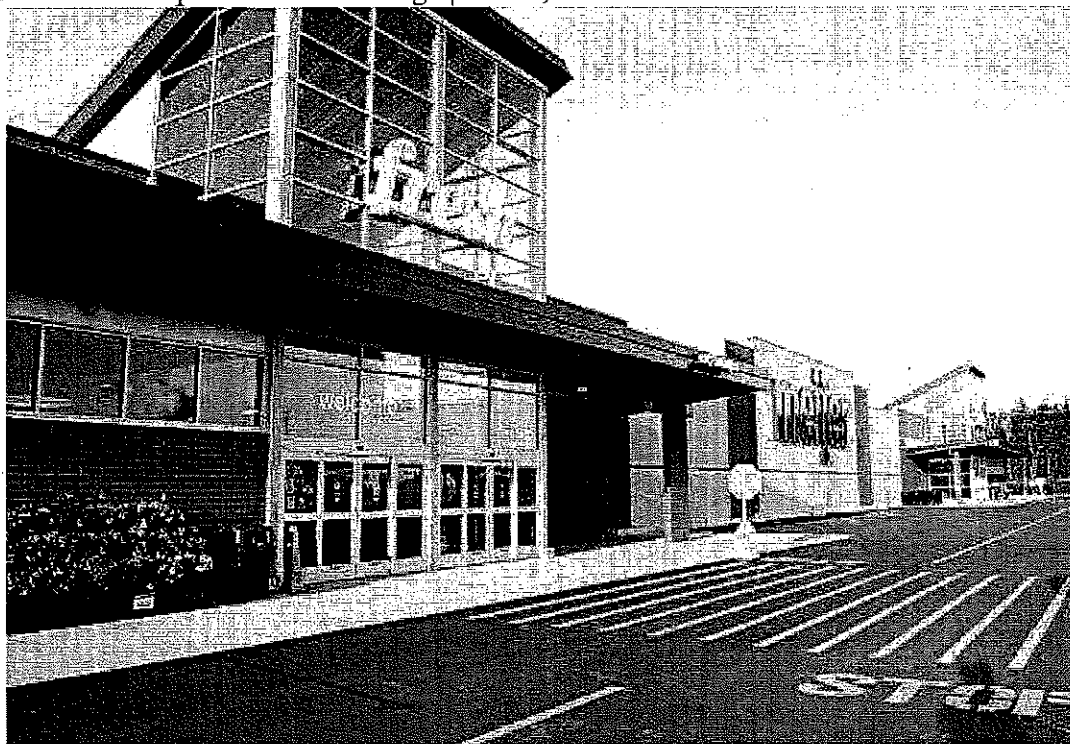
The Issue: The “Dark Store” strategy of property tax assessment is looming large over communities throughout the state of Wisconsin and unfortunately could soon be coming to your city or village. In fact, it may already be there.

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.

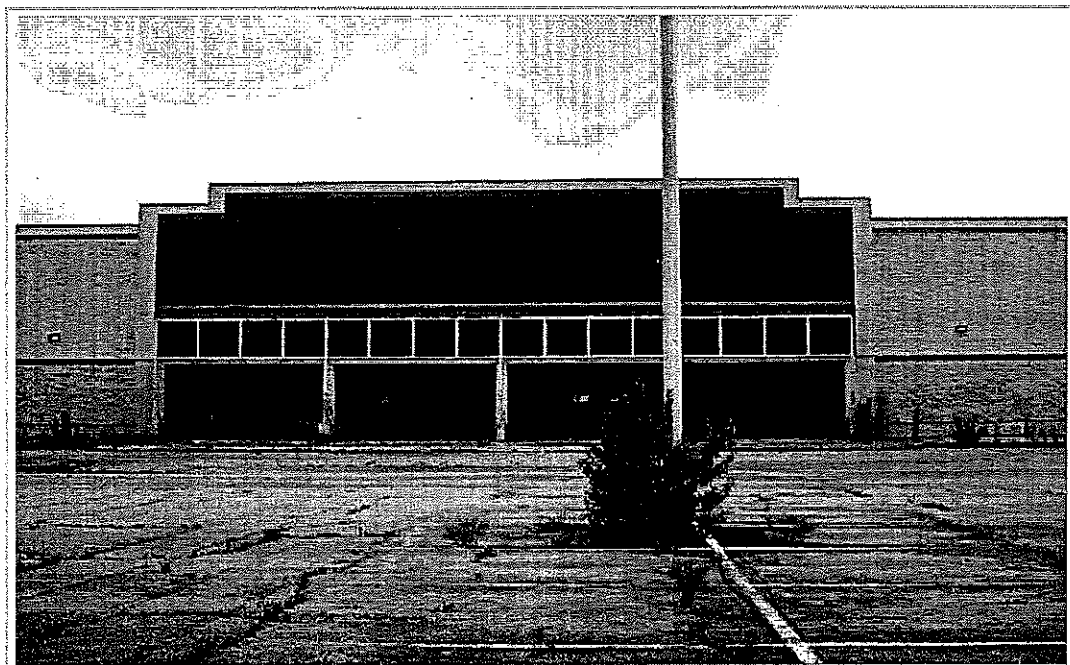
What? You mean a fully operational store, like a new Target, gets to pay the same property taxes as a closed, empty and “dark” K-Mart down the street? Yes, that’s exactly what the retailers are fighting for and it’s what is starting to happen more and more frequently.

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
Madison, Wisconsin 53703
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 Published 6:22 a.m. CT Feb. 13, 2017 | Updated 2 hours ago



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

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."

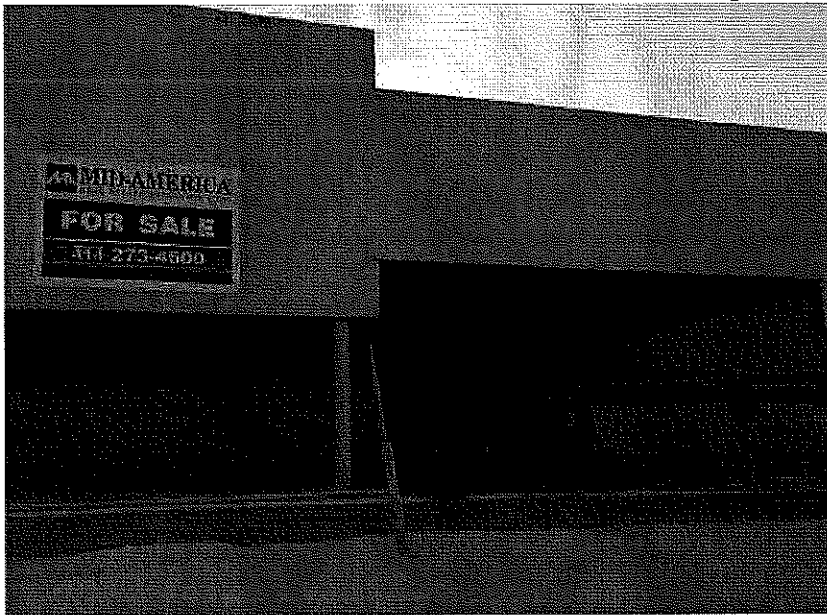
RELATED: [Retailers seek tax cuts with 'dark stores' theory \(/story/money/business/2017/01/14/retailers-seek-tax-cuts-dark-store-theory/96502204/\)](#)

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)

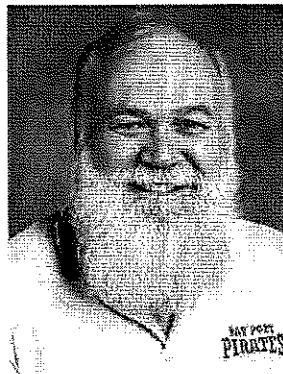
The company listed several stores as comparable to its Howard facility, including a Cub Foods in Green Bay, a Sears in Sheboygan and a former Home Depot in Beaver Dam. The three have something in common. None has operated as a store for years.

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 Lorensen said (</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 \(/story/news/2017/01/20/kewaunee-uke-plant-entitled-12m-tax-refunds/96730004/\)](#). 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 \(/story/money/business/2017/01/14/retailers-see-tax-cuts-dark-store-theory/96502204/\)](#), 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 \(/story/money/business/2017/01/14/retailers-see-tax-cuts-dark-store-theory/96502204/\)](#), 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."

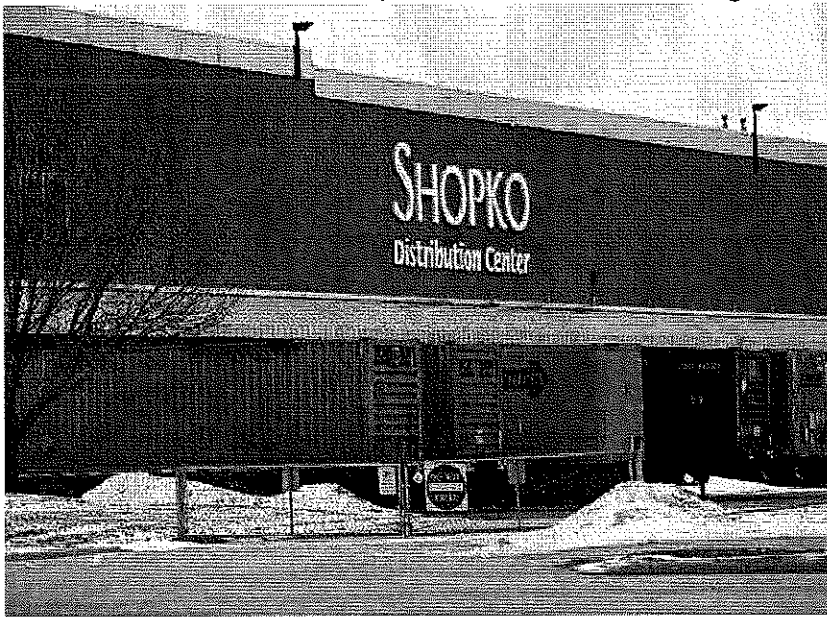
Communities also incur costs to fight the challenges. A Port Huron [Menards sought a \\$2 million cut to its 2014 and 2015 assessments \(/story/news/local/2016/07/11/relief-sight-dark-store-tax-appeals/86870964/\)](#). A court reduced the store's valuation by \$300,000.

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

dshneid@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*.

Read or Share this story: <http://gbpg.net/2l6WuGw>

**I am an American
We are One Nation**

Nominate an American
who is helping our nation.

USA TODAY NETWORK
NOMINATE SOMEONE



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

MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: February 10, 2017

RE: Lease of Farmland at 110 & 210 W. Edgewood Drive

The City of Appleton acquired the properties at 110 & 210 W. Edgewood Drive in the Town of Grand Chute on July 1, 2016 and November 18, 2016, respectively. Improvements to 110 W. Edgewood include a single-family home and approximately 7 acres of farmland. Improvements to 210 W. Edgewood include a single-family home, a barn, and approximately 16 acres of farmland. These properties are located in the City's Growth Corridor and are included in the Boundary Agreement between the City of Appleton and the Town of Grand Chute. City utilities do not currently serve these properties.

Both parcels are zoned for agricultural use, and, historically, this land (both parcels) has been leased to Erv Van Camp for farming operations. The Community and Economic Development Department believes this is responsible management of the land and wishes to continue leasing the farmland until development is warranted. In addition, actively farming the land should help prevent the establishment of wetlands on the properties. Based on information from the nationalized Statistics Service, the average lease rate for farmland in Outagamie County in 2016 was \$128/acre. We have met with Mr. Van Camp and negotiated a rate of \$100/acre. The reduction is based on some delineated wetlands on the site and the size of the parcel(s).

Staff Recommendation:

The Community and Economic Development Department be authorized to enter into a one (1) year lease with Erv Van Camp to farm the undeveloped land at 110 & 210 W. Edgewood Drive, estimated to be approximately 21 acres. The price shall be at a rental rate of \$100 per acre, with no crop loss provision **BE APPROVED.**

FARMING LEASE AGREEMENT

BETWEEN THE CITY OF APPLETON AND ERVIN VAN CAMP

THIS LEASE AGREEMENT ("**Lease**") is entered into on this ____ day of _____, 2017, between the City of Appleton ("**Landlord**") and Ervin Van Camp ("**Tenant**") for the area of the Properties highlighted on Exhibit A attached hereto, for the limited purpose described herein. Landlord and Tenant may be jointly referred to herein as the parties.

Landlord: City of Appleton
Attn: Karen Harkness, Director of Community and Economic Development
100 North Appleton Street
Appleton, WI 54911

Tenant: Ervin Van Camp
1451 West Broadway Drive
Appleton, WI 54913

Property: 110 and 210 West Edgewood Drive, Appleton, WI 54913
(Limited to the area of the Properties highlighted on Exhibit A)

1. Term. The initial lease term ("**Initial Term**") shall commence upon full execution of this lease and shall run for one (1) calendar year. After the Initial Term, all obligations herein shall automatically renew for one (1) additional one (1) year period ("**Renewal Term**") unless terminated pursuant to the paragraph 3 below.

Initial Term: _____ to _____
Renewal Term: _____ to _____

2. Rent. Tenant shall pay Landlord the annual sum of two thousand one hundred twenty five dollars and zero cents (\$2,125.00), calculated at 21.25 acres x \$100.00 per acre/per year for each year of this lease ("**Annual Rent**"). The total amount paid over the entire course of this Lease shall be four thousand two hundred fifty dollars and zero cents (\$4,250.00), calculated as the Annual Rent during the Initial Term and Renewal Term. The Annual Rent shall be payable as follows:

- a. Initial Term: Half (1/2) of the Annual Rent shall be due upon execution of this Agreement and half (1/2) must be received by the Landlord on or before November 1, 2017;
- b. Renewal Term: Half (1/2) of the Annual Rent be received by Landlord on or before April 1, 2018, and half (1/2) of the Annual Rent must be received by the Landlord on or before November 1, 2018.

3. Use of Premises.

- a. Tenant must use the Property solely for growing crops.
- b. At all times Tenant shall avoid damaging, harming or otherwise disturbing the trees located on and immediately adjacent to the Property, with the exception of occasional trimming the tree branches if the branches become long enough to get caught in the tenant's turbine. Tenant must receive written permission from the landlord prior to trimming the branches. Tenant immediately report to Landlord any signs of damage to any of the trees.

4. Termination. Tenant may terminate this lease upon providing the Landlord with written notice **prior to February 28, 2018.** Landlord, at its option, may terminate this lease as it relates to all or a portion of the property at any time and for any reason upon thirty (30) days written notice to Tenant. In the event Landlord terminates this lease for a portion of the property, Tenant shall be reimbursed a prorated portion of any rent already paid that year and subsequent Annual Rent shall be adjusted based on remaining acreage available for Tenant's use. Tenant shall be entitled to no other adjustments or remedies as a result of early lease termination.
5. Payment. It is the Tenant's obligation to ensure payment has been received by the Landlord on or before the due date described in paragraph 2 above. Payment must be made by check or money order and may be hand delivered or mailed to the address listed above for the Landlord. Late payments, except when approved by the Landlord or in the case of a bona fide dispute between the parties, may incur a penalty of \$25.00 per day. Returned checks shall incur a penalty of \$45.00 and late penalties may be applied.
6. Real Estate Taxes and Special Assessments. Landlord agrees to pay all real estate taxes and special assessments with regard to said property.
7. Holdover. In the event Tenant holds over or remains in possession or occupancy of the premises after the expiration or earlier termination of this lease, Tenant shall be obligated to pay Landlord fifty dollars (\$50.00) per day as rent for every day said Tenant holds over or remains in possession and Landlord shall have the right to recover from Tenant all reasonable costs of eviction, including court costs and attorney's fees.
8. Notice. For the purpose of this Lease, notice means a document in writing and delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth above. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; or the date set forth on the return receipt if sent by certified or registered mail.
9. INDEMNIFICATION. LANDLORD AND TENANT SHALL BE LIABLE FOR THEIR OWN ACTS AND/OR NEGLIGENCE AND THE ACTS AND/OR NEGLIGENCE OF THEIR INVITEES AND GUESTS, AND EACH AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING LITIGATION EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) PAID OR SUSTAINED BY REASON OF THE ACT AND/OR NEGLIGENCE OF THE OTHER, OR THE OTHER'S INVITEES AND GUESTS OR ARISING IN ANY WAY OUT OF THIS AGREEMENT.
10. INSURANCE. TENANT SHALL INDEMNIFY AND SAVE HARMLESS THE LANDLORD AND LANDLORD'S OFFICERS, AGENTS AND EMPLOYEES AGAINST AND FROM ANY AND ALL DAMAGES AND COSTS, AND ALL CLAIMS FOR THE SAME, AND ANY AND ALL PENALTIES, FINES, AND FORFEITURES OCCASIONED BY OR GROWING OUT OF TENANT'S FAILURE TO COMPLY WITH, CONFORM TO OR OBEY ANY FEDERAL, STATE, OR MUNICIPAL LAW, ORDINANCE, RULE, REGULATION, ORDER, OR NOTICE AS AFORESAID. TENANT SHALL SECURE INSURANCE CONSISTENT WITH THE TERMS SET FORTH IN EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND SHALL PROVIDE PROOF OF SUCH INSURANCE BY PROVIDING A CERTIFICATE OF INSURANCE TO THE CITY CLERK UPON THE EXECUTION OF THIS LEASE.
11. Assignment of Lease. This Lease may not be assigned by Tenant, and in the event Tenant may vacate the Property, the lease shall immediately terminate. This Lease may be assigned by Landlord to another party.
12. Tests; Inspections. Landlord, its successors, assigns, contractors, agents and/or employees shall at reasonable times have the right to enter upon the Property to conduct any tests, inspections or studies as Landlord may deem desirable; provided, however, that any such tests, inspections or studies shall not materially interfere

with Tenant's use of the premises and provided further that such inspections shall not in any way obligate Landlord to make any repairs or replacements to the Property.

13. Entry upon Premises. Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the premises to install, construct, maintain, repair, replace, and operate sewer, water, gas, and electric lines, cables, poles, substations, and other appurtenant structures; provided that such installation, construction, maintenance, repair, replacement, and operation shall not materially interfere with Tenant's use of the premises. In the event Landlord decides to provide this premise with City sewer and water, it shall do so at its sole expense.

14. Liens. Tenant shall not directly or indirectly create, or permit to be created, or permit to remain and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the premises or any part thereof or the interest of Tenant under this lease.

15. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20____.

ERVIN VAN CAMP, TENANT

Witness: _____
Printed Name: _____

Signature: _____
Print: _____

CITY OF APPLETON, LANDLORD

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

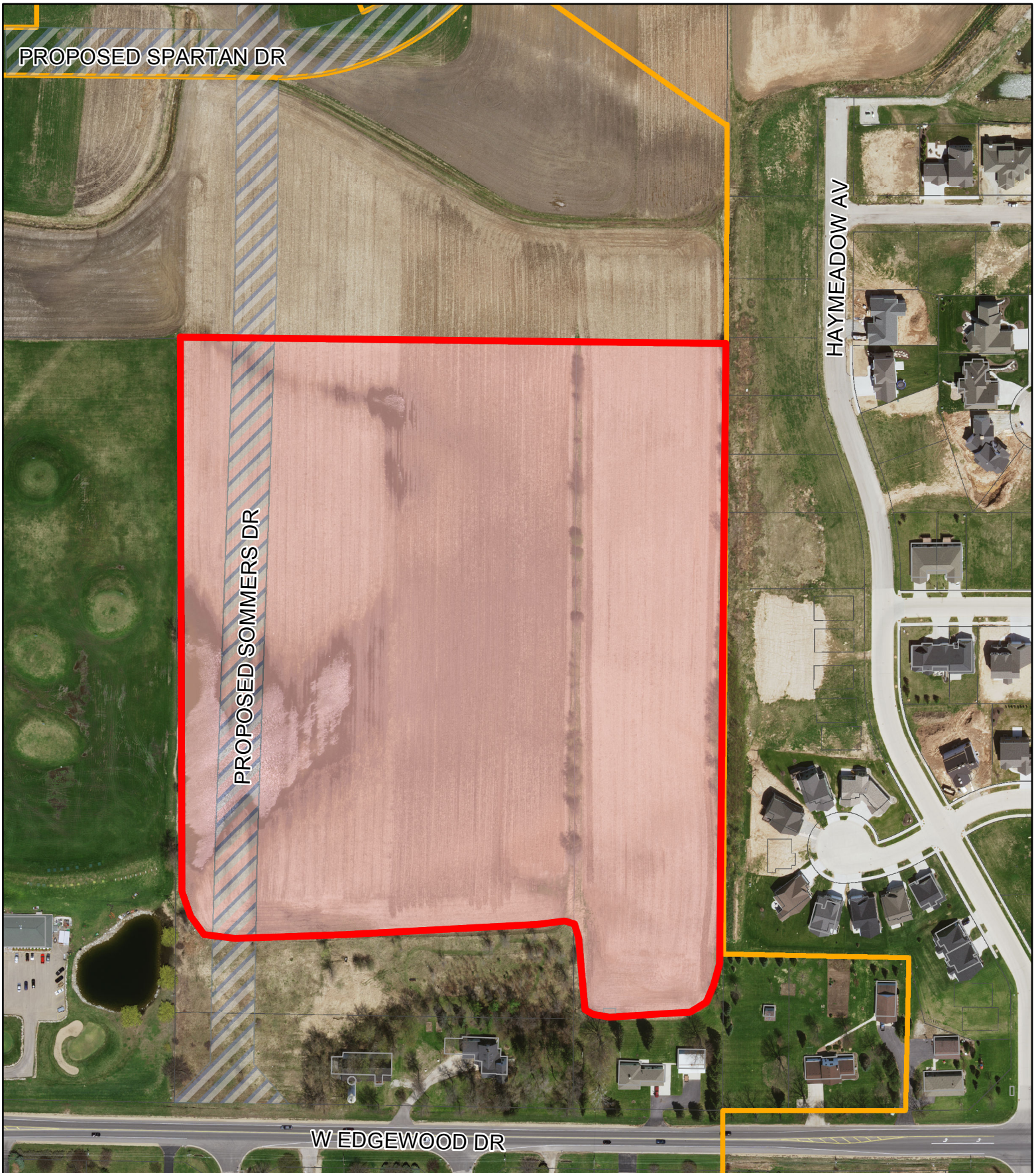
Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Approved as to Form:

James P. Walsh, City Attorney

J:\Attorney\WORD\FORMS\LEASE\210 W Edgewood - Farm
Lease (1-30-2017).docxx



Edgewood Drive Farm Lease




-  Area to be Farmed = 21.25 Acres
-  Proposed Road
-  City Limits

EXHIBIT A



Date: 11/28/2016

0 150 300 Feet

EXHIBIT B

CITY OF APPLETON INSURANCE REQUIREMENTS SMALL EXPOSURE LEASES

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - 1. Each Occurrence limit \$1,000,000
 - 2. Personal and Advertising Injury limit \$1,000,000
 - 3. General aggregate limit (other than Products—Completed Operations) **per project** \$2,000,000
 - 4. Products—Completed Operations aggregate \$2,000,000
 - 5. Fire Damage limit — any one fire \$50,000
 - 6. Medical Expense limit — any one person \$5,000
 - 7. Watercraft Liability, (Protection & Indemnity coverage) “**if**” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
 - 8. Products – Completed Operations coverage must be carried for two years after acceptance of completed work.
- B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1—“Any Auto” basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- D. Also, see requirements under Section 3.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS

- A. **Primary and Non-Contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - City of Appleton, **and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- D. Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City of Appleton.

AGREEMENT

CITY OF APPLETON AND OUTAGAMIE COUNTY

This Agreement is entered into on this ____ day of _____, 2017 by the City of Appleton, Wisconsin, a Wisconsin municipal corporation, ("City") and Outagamie County, Wisconsin ("County").

RECITALS

WHEREAS, the City currently holds easements for the installation of sanitary sewer, storm sewer and watermain on property owned by Outagamie County.

WHEREAS, the City does in fact have existing sanitary sewer, storm sewer and watermain located within the above-referenced easements.

WHEREAS, the County is constructing an addition to their downtown campus building that will extend over the existing sanitary sewer, storm sewer and watermain easements.

WHEREAS, the City does not want public utilities to be located under the new building footprint.

WHEREAS, the County is pursuing the most cost-effective options for utility relocations necessary for the new county building.

AGREEMENT

1. The City and County agrees that the sanitary sewer located within the easement area will be converted to a private sanitary sewer owned and maintained by the County. The conversion to a private sewer owned and maintained by the County shall be effective upon the signing of this agreement.
2. The storm sewer located within the above-described easement area will be converted to a private storm sewer owned and maintained by the County. The conversion of the storm sewer to a private storm sewer shall be effective upon the signing of this agreement.
3. As part of the County's construction project, the County shall install a water looping system at Elm and 7th streets in the city of Appleton and at Elm and 8th streets in the city of Appleton as indicated on the attached Figure 1 and Figure 2. The looping described in this paragraph will be solely at County cost, and shall be inspected by the City. Plans shall be approved by the City of Appleton Department of Public Works prior to beginning construction of the looping system.
4. The City agrees to replace the existing 6" cast iron watermain located in Lawrence Street between Walnut Street and Elm Street in the city of Appleton, no later than December 30, 2021. The City will replace the existing 6" cast iron watermain in Lawrence Street between Walnut and Elm streets

with a 12" main on Lawrence Street. The City will also replace the north/south portion of the Walnut Street/Lawrence Street intersection watermain with a new 16" watermain.

5. The above-described project for watermain replacement in Lawrence Street shall be performed by the City. Upon completion of said watermain project as described in paragraph 4, the County will reimburse the City for all costs for the project including temporary pavement patching within sixty (60) days of the City being invoiced for the project by the contractor. Estimated cost of said work \$125,000.

Dated this ____ day of _____, 2017.

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

James P. Walsh, City Attorney

OUTAGAMIE COUNTY

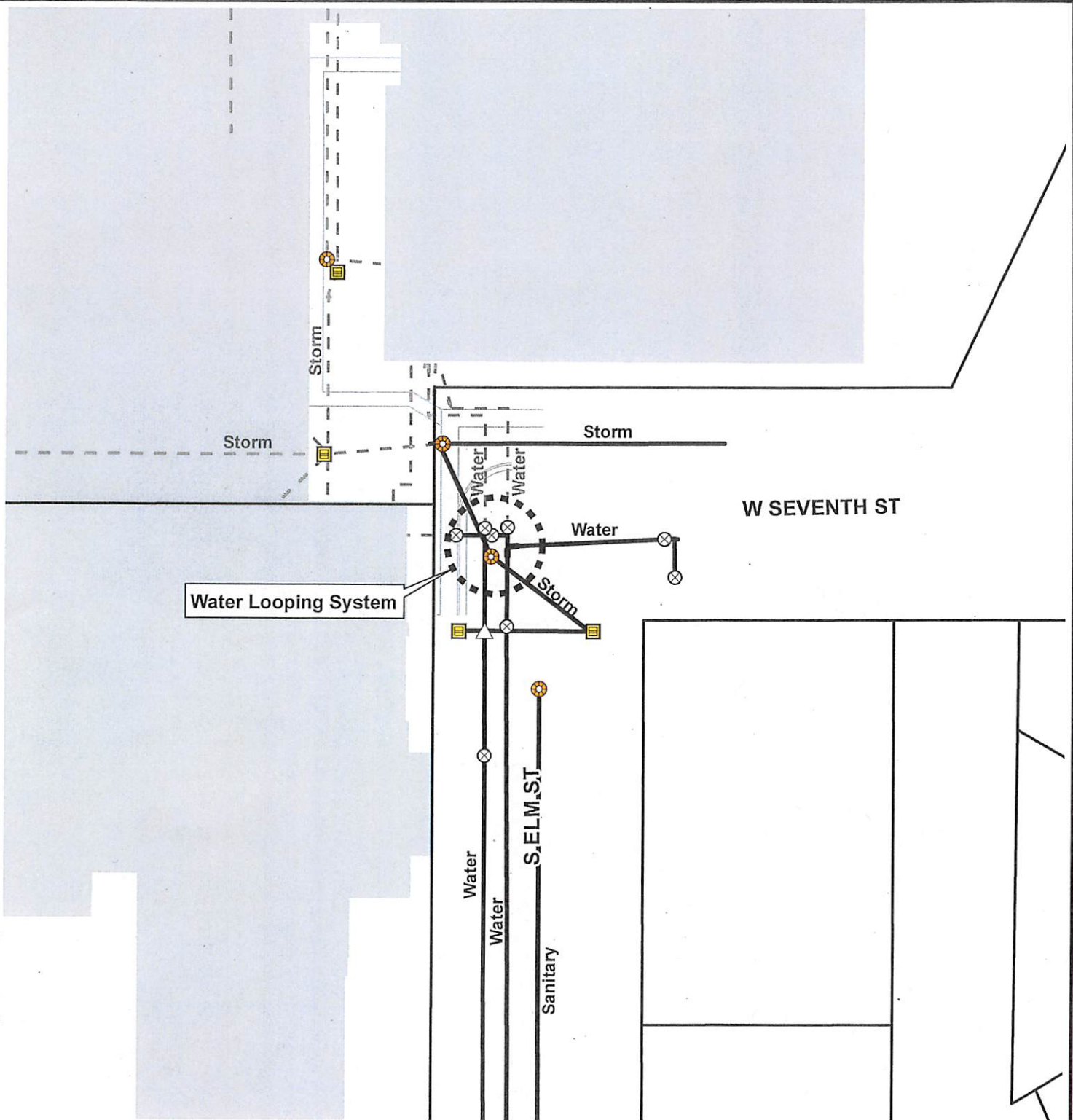
By: _____
Thomas Nelson, County Executive

By: _____
Lori O'Bright, County Clerk











Approved as to form:

Joseph Guidote, Corporation Counsel

J:\Attorney\WORD\Agreements (General)\
CoA - OC - OC Bldg Expansion Agrm (02-14-2017).docx



Mapped Features

-  Storm Inlet
-  Storm or Sanitary Manhole
-  Sanitary Grinder Pump
-  Water System Valve
-  Water System Reducer
-  Public Utility
-  Private Utility
-  Building
-  Parcel Line
-  Site Detail



0 40
Feet

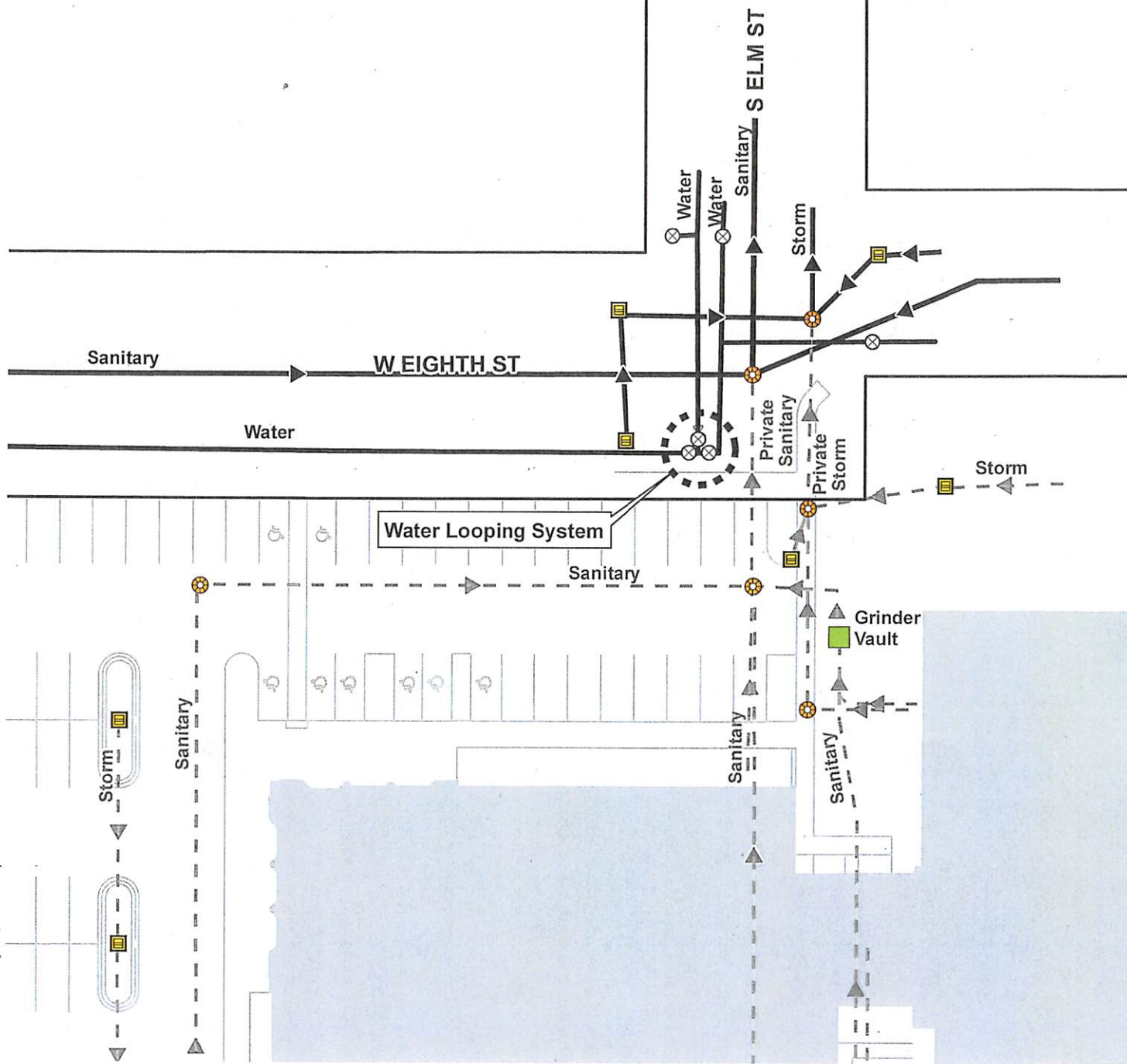
Source: Outagamie County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.












McMAHON
ENGINEERS ARCHITECTS

FIGURE 2
UTILITIES AT
ELM AND SEVENTH STREETS
OUTAGAMIE COUNTY
ADMINISTRATION COMPLEX
CITY OF APPLETON
OUTAGAMIE COUNTY, WISCONSIN



Mapped Features

-  Storm Inlet
-  Storm or Sanitary Manhole
-  Sanitary Grinder Pump
-  Water System Valve
-  Public Utility
-  Private Utility
-  Building
-  Parcel Line
-  Site Detail



0 40
Feet

Source: Outagamie County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



McMAHON
ENGINEERS ARCHITECTS

FIGURE 1
UTILITIES AT
ELM AND EIGHTH STREETS
OUTAGAMIE COUNTY
ADMINISTRATION COMPLEX
CITY OF APPLETON
OUTAGAMIE COUNTY, WISCONSIN



To: Human Resources Committee
Sandy Matz, Human Resources Director
100 N. Appleton Street
Appleton, WI 54911

From: Ron McDonald, General Manager

Date: February 20, 2017

Re: Valley Transit Table of Organization

Valley Transit continues to struggle with recruitment of part-time bus drivers. Meetings with Human Resources staff, Teamsters Union, and Valley Transit staff was the impetus for the following request to change the Valley Transit Table of Organization.

In an effort to allow flexibility in hiring part time bus drivers, Valley Transit would like to have the ability to hire an appropriate number of part time bus driver positions as necessary to provide an appropriate level of service. It is understood that all operational and hiring considerations must continue to be driven by budgetary considerations.

Valley Transit hereby requests changing the Bus Driver portion of the Table of Organization to simply read 36 full time and variable part time employees.

Recommendation:

Update the Valley Transit Table of Organization for Bus Drivers to include 36 full time and variable part time employees

Thank you, in advance, for consideration of this request.

Valley Transit Administrative Office
801 S Whitman Ave
Appleton, WI 54914
920.832.5800
www.myvalleytransit.com



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

POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899
(920) 832-5500 • Fax (920) 832-5553
<http://www.appleton.org/police>

To: Alderperson Konetzke, Human Resources Committee Chairperson
Alderperson Lobner, Safety and Licensing Committee Chairperson

From: Chief Todd Thomas

Date: February 17, 2017

Subject: Table of Organization Proposal

Chairpersons,

In June of 2014, the Council approved a table of organization modification change that increased the number of patrol officers working in the community and reduced the number of administrators, that gave us a financial savings of around \$36,842 a year.

I promised that I would continue to review the impact of this modification and report back to the council any unanticipated operational or fiscal consequences ;

- We have seen the expected positive financial impact.
- We have noticed the workload shifted to the Assistant Chief was greater than we expected, but having an experienced *Administrative Support Specialist* assigned to the Support Services Lieutenant and Assistant Chief has helped to minimize the impact.
- The duties performed by the Police Communication Technicians overlap with many of the duties that our records division performs.
 - There has been inconsistent supervision and assignment of duties because each unit has its own supervisor ; one is the Administrative Services Supervisor and the other is the Support Services Lieutenant.

I have continued to review processes, programs and our organizational structure and I am presenting the following recommendation for modifications for our table of organization. Thank you for your consideration and please contact me if you have any questions or comments.

Police Department Table of Organization Modification Request

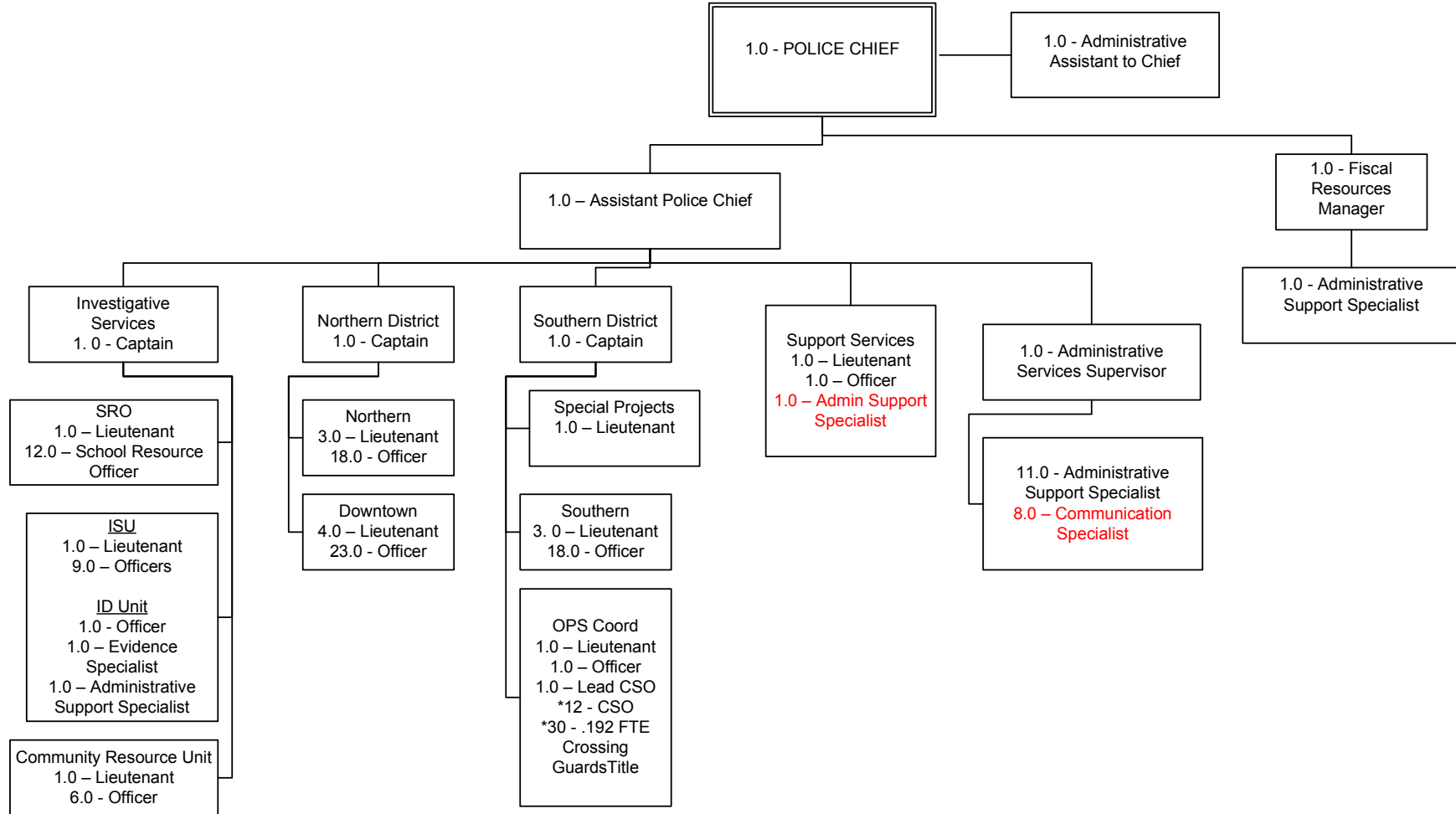
1. Change the job title of **Police Communication Technician (PCT)** to **Police Communication Specialist (PCS)**. This is at their request, it is more descriptive of what they do and is consistent with the rest of our specialist positions. There is no financial impact because it is only a title change.
2. Permanently move one FTE **Police Communications Specialist** to an **Administrative Support Services** position in the Support Services Unit, reporting to the Support Services Lieutenant. This reduces the number of PCS's from 9-8. We have been operating this way for some time and this move just formalizes it. The position has been temporarily filled by a PCS and the PCS unit has been operating with 8 FTE's for several years. There is no financial impact because the two positions are in the same pay grade.
3. Move supervision of the Police Communication Specialist Unit from the **Support Services Lieutenant** to the **Administrative Services Supervisor**. They have been temporarily placed under Administrative Services Supervisor for approximately two months because the Support Services Lieutenant has been on leave and the Administrative Services Supervisor has identified duties that are overlapping between the records division and the PCSs. This wasn't evident before because of the units having different supervisors. This will give the supervisor the ability to adjust duties between the units and review the work schedules of the PCT's to make both units more efficient and effective.

We would also move the Administrative Services Unit, which would now include the records division and the PCS unit, to a direct report to the Assistant Chief. The duties and responsibilities of the Administrative Services Supervisor will increase and they will be more comparable to those of a Captain. All Captain level positions should report directly to the Assistant Chief to keep our unity in command.

The financial impact will be a possible upgrade in the pay grade for the Administrative Services Supervisor. This position will have the largest group of direct reports (19) in our department. This position will also be supervising and responsible for two separate units. We will be requesting a review of the pay grade just for this position.

I would anticipate a financial impact of under \$6,000 from this potential upgrade. I would expect the cost to be offset by money saved by a retirement we had in the records division of a long time employee. We anticipate filling that position at a new hire rate, which will be much lower than we had budgeted for the retired employee.

Chief Todd Thomas



DRAFT 2/2017



Date: February 8, 2017

To: Common Council
City of Appleton

Fox Cities Transit Commission

From: Ron McDonald, General Manager *RM*

Re: Request to Purchase Transit Buses

Valley Transit is hereby requesting authorization to purchase three (3) 40' New Flyer Xcelsior transit buses not to exceed \$1,355,600.00 inclusive of miscellaneous tools and parts.

The Federal Transit Administration will invest 80% (\$1,084,480) and local investment will be used for the remaining 20% (\$271,120).

The new buses will replace existing 1994 Orion transit buses. The Federal Transit Administration requires heavy duty transit buses to be operated a minimum of 12 years or 500,000 miles. The Valley Transit buses scheduled for replacement have more than doubled the minimum requirements set forth by the Federal Transit Administration.

It is the desire of Valley Transit to issue a purchase order to New Flyer through a Piggyback Procurement previously solicited by Connect Transit in Normal, IL. Please see the following Assignment of an Option to Purchase Agreement. In addition, please find an excerpt from the Federal Transit Administration Best Practices Procurement Manual regarding piggyback procurements.

RECOMMENDATION:

Authorize Valley Transit to purchase three (3) 40' New Flyer Xcelsior transit buses not to exceed \$1,355,600. Inclusive of miscellaneous tools and parts.





Connecting the Fox Cities

Request for Proposal

May 16, 2014

RFP#14-02

Assignment of an Option to Purchase Agreement

Connect Transit, "Assignor", hereby assigns to the City of Appleton-Valley Transit its option to purchase from New Flyer, "Seller", three (3) ("Option Vehicles") at a price and under the terms and conditions contained in the Sellers written cost proposal dated December 5, 2014; Assignor's RFP# 14-02 dated May 16, 2014; and Assignor's Agreement dated May 14, 2015 ("Contract").

Such option commenced on May 14, 2015, and may be exercised at any time on or before May 14, 2020.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract to Assignee.

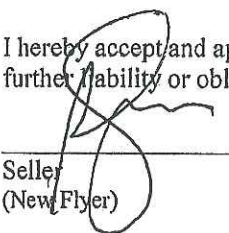
Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this 22 day of December, 2016


Assignor
(Connect Transit)


Assignee
(City of Appleton-Valley Transit)

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability or obligation under our agreement.


Seller
(New Flyer)



6.3.3 Joint Procurements of Rolling Stock and "Piggybacking"

Requirement

FTA Circular 4220.1E applies to all third party contract actions undertaken by grantees with Federal funds, including actions taken pursuant to the contracts of other entities, such as (1) the exercise of options which have been assigned to the grantee by another entity which awarded the contract initially, (2) the assignment of contracts themselves to a grantee by another entity (under which the grantee will spend Federal funds), and (3) joint procurements with other entities (under which the grantee will spend Federal funds).

Of particular significance are the following provisions of FTA Circular 4220.1E:

7.e. Intergovernmental Procurement Agreements.

Grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. [16](#)

Grantees are also encouraged to jointly procure goods and services with other grantees. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications are properly followed and included in the resulting joint solicitation and contract documents. [17](#)

Grantees may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions. Grantees who obtain these contractual rights (commonly known as "piggybacking") may exercise them after first determining the contract price remains fair and reasonable. [18](#)

8.a. Full and Open Competition. All procurement transactions will be conducted in a manner providing full and open competition.

9.i.(1) Evaluation of Options. The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

Discussion

Recently, there has been a growing trend amongst transit systems to become creative in the acquisition of rolling stock. The most constructive of these techniques involve advance planning and joint procurement by several systems. FTA encourages this technique. In these joint procurements, the needs of the various transit systems are defined in the solicitation and the manufacturers are asked to bid upon the total known needs of the agencies involved. In other situations, transit agencies will identify an existing contract of another agency and "piggyback" that contract by means of an assignment of contract rights such as an assignment of options....



02/07/17

Estimated annual Municipal depreciation for three buses. Buses will be depreciated over 15 years.

Expense (3 buses)	Annual Depreciation	Annual Muni Contribution (20%)
\$1,355,600	\$90,373.33	\$18,074.67

Individual Muni Contributions

City of Appleton	62.930%	\$11,374.40
Town of Grand Chute	12.975%	\$2,345.19
City of Kaukauna	2.347%	\$424.21
Village of Kimberly	1.621%	\$292.99
Village of Little Chute	1.710%	\$309.08
City of Menasha	3.995%	\$722.08
Village of Fox Crossing	4.854%	\$877.34
City of Neenah	8.240%	\$1,489.35
Town of Buchanan	<u>1.328%</u>	<u>\$240.03</u>
	100.000%	\$18,074.67



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

MEMORANDUM

To: Alderperson Curt Konetzke, Human Resources Committee
Alderperson Kyle Loebner, Safety and Licensing Committee
Members of the Common Council

From: Len Vander Wyst, Fire Chief

Date: 2/15/2017

Re: Appleton Fire Department Reorganization

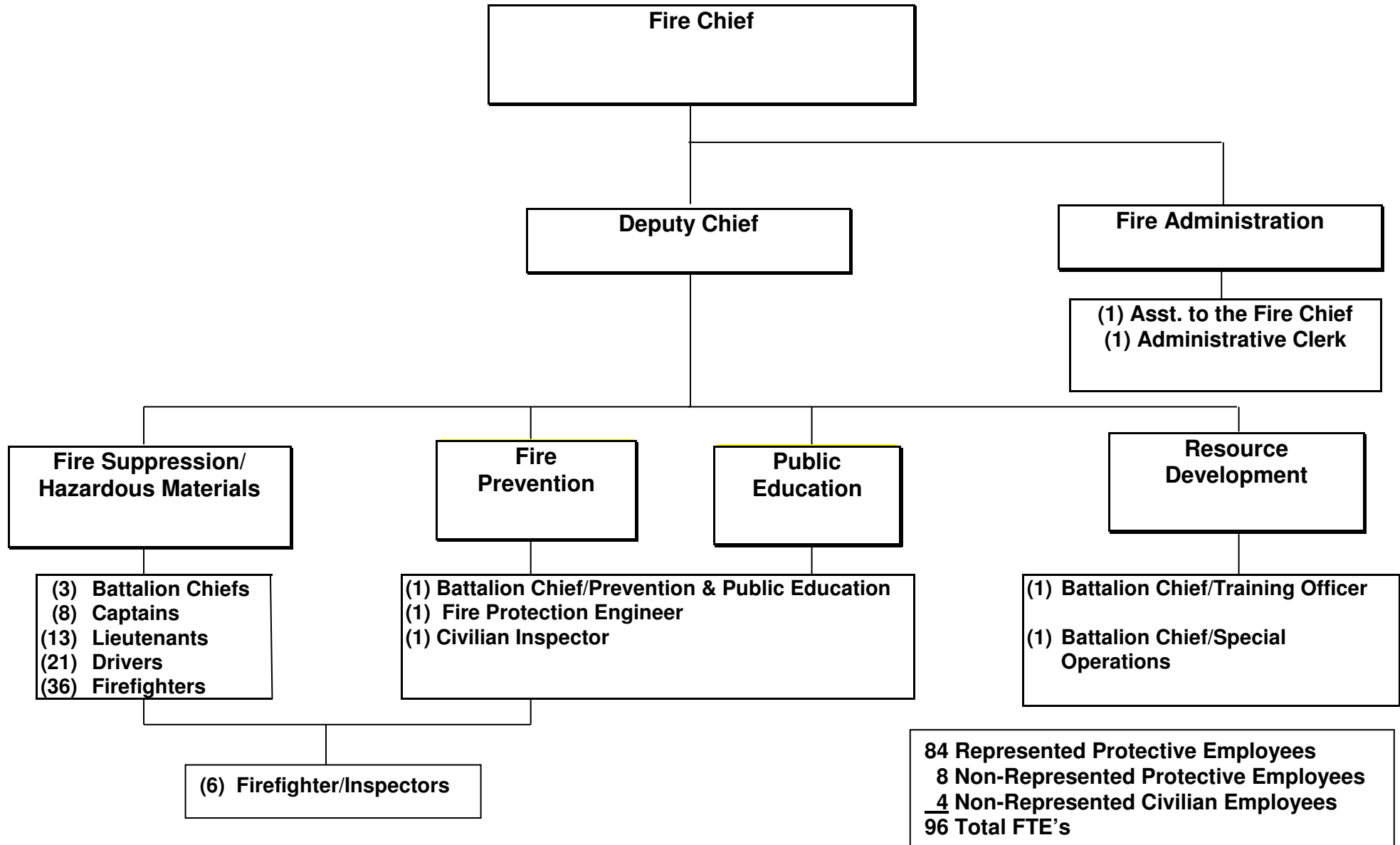
The Appleton Fire Department's chief's staff met to discuss the current and proposed organizational structure for the Appleton Fire Department. (See attachments.) Based on this review, I am proposing to make some minor changes that will produce major positive impacts. The changes that are being proposed include:

- Merging the Current Battalion Chiefs of Training and Special Operations Positions – The newly created Battalion Chief of Resource Development and Special Operations position will oversee and coordinate both program areas. The intent would be to minimize the "boots on the ground" training for this individual assigning instructors from within existing staff to provide the majority of the training particularly in specialty areas. The department feels this newly created position will attract a successful candidate.
- Creation of a Civilian Training and Resource Development Specialist – This position will report directly to the Battalion Chief – Resource Development and Special Operations and is responsible for assisting with the coordination and scheduling of training. This position fulfills fire support functions at emergency and non-emergency incidents and training scenarios. This position may also conduct fire inspections as needed.
- Reducing the Number of Captains from Eight to Six/Increase the Number of Lieutenants from 13 to 15 – The department currently has a captain assigned at each of five stations and three captains assigned to Fire Station # One. This adjustment will place a captain and two lieutenants at each of five stations along with a captain and five lieutenants at FS # One. The total number of fire officers (captains and lieutenants) remains the same at 21. This will provide an obvious 'go to' person for all station items at all stations. The intent would be to eliminate the two captain positions through attrition which may occur in the near future.
- The current two battalion chief positions are budgeted with approximate salaries of \$81,000 and \$92,000 (Total: \$173,000). It is estimated that the proposed specialist position would have an annual salary of \$55,000 and the proposed battalion chief would have an annual salary of \$95,000 (Total: \$150,000). The department doesn't intend to reduce our personnel budget as a result of these cost savings (estimated \$23,000) but would utilize the savings to offset overtime costs associated with training our personnel.

I have discussed this reorganization with the staff, union representatives, Human Resources Director, Finance Director, and Mayor and have support. I respectfully request that the Human Resources Committee and Safety and Licensing Committee approve these changes. Please do not hesitate to contact me should you have any additional questions or concerns. Thanks!

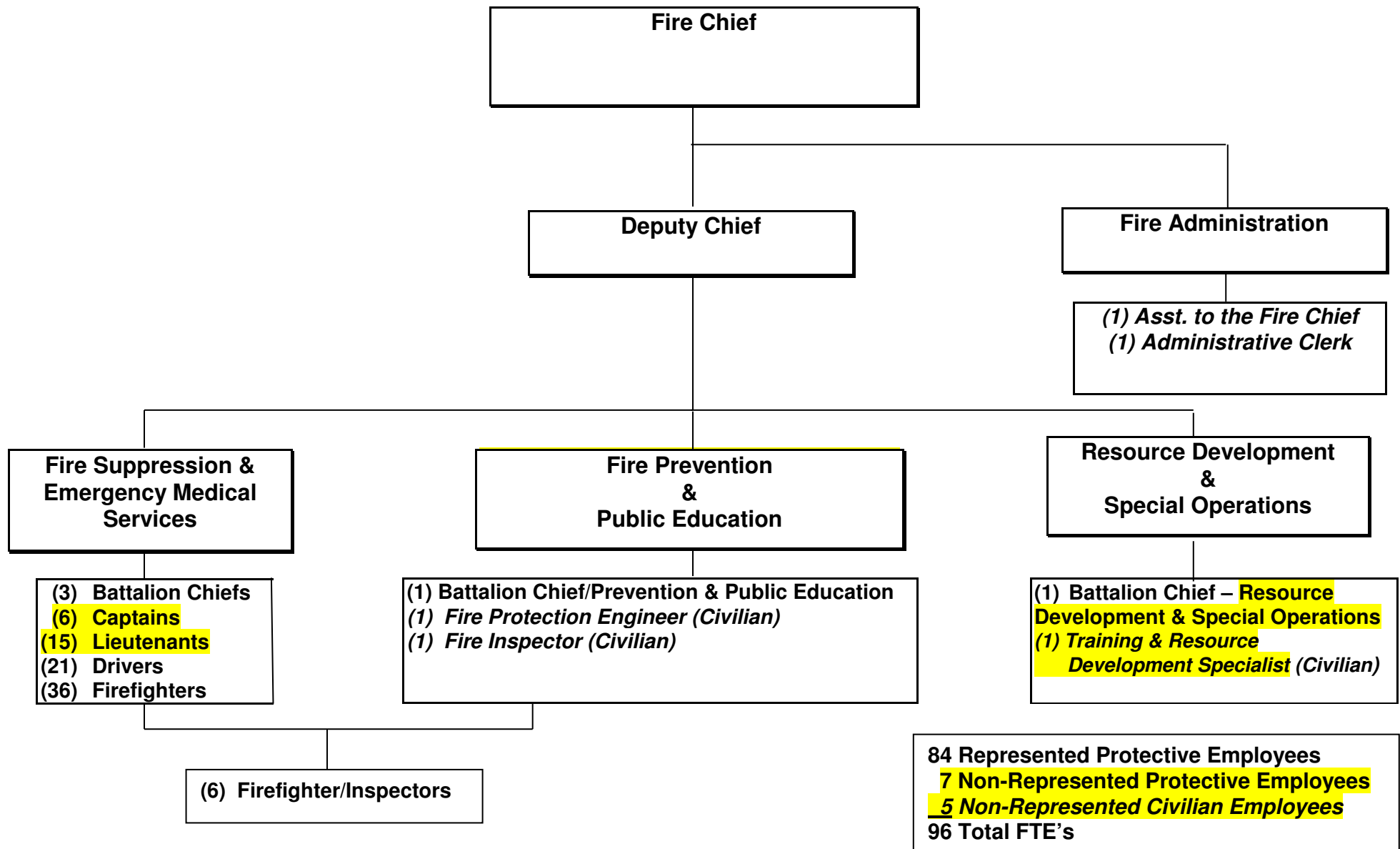
APPLETON FIRE DEPARTMENT

TABLE OF ORGANIZATION



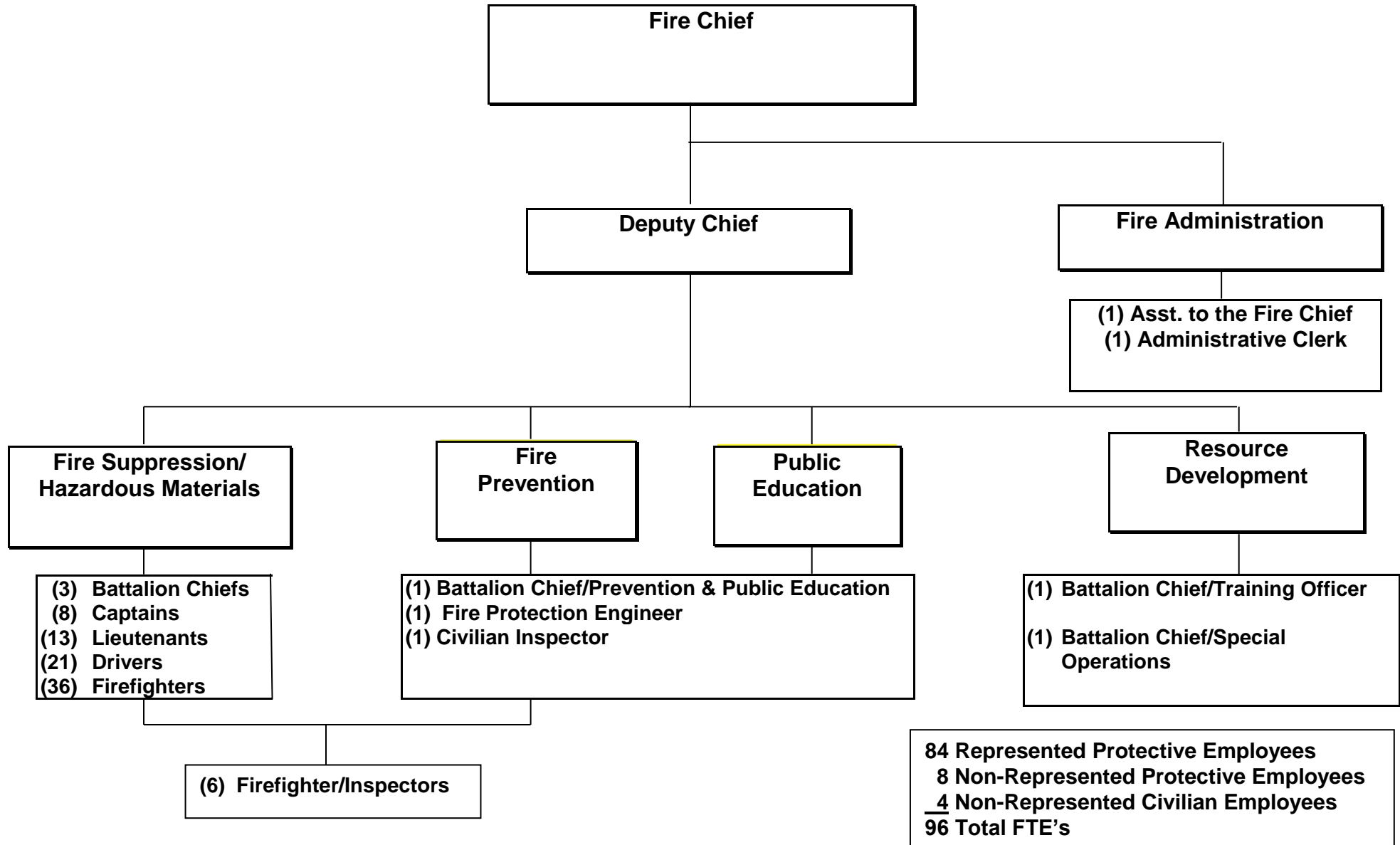
APPLETON FIRE DEPARTMENT

TABLE OF ORGANIZATION



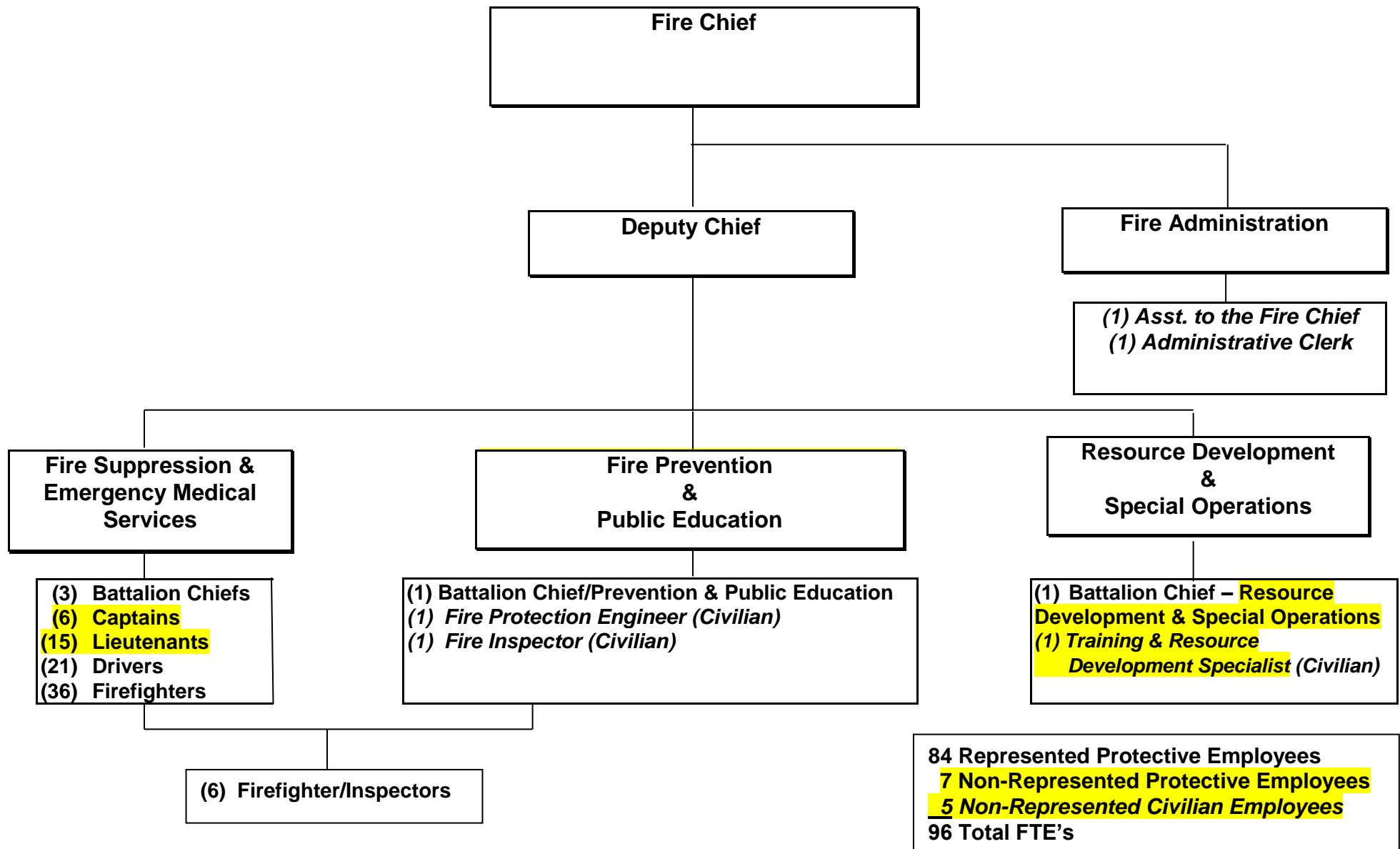
APPLETON FIRE DEPARTMENT

TABLE OF ORGANIZATION



APPLETON FIRE DEPARTMENT

TABLE OF ORGANIZATION





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

MEMORANDUM

To: Alderperson Curt Konetzke, Human Resources Committee
Alderperson Kyle Loebner, Safety and Licensing Committee
Members of the Common Council

From: Len Vander Wyst, Fire Chief

Date: 2/15/2017

Re: Appleton Fire Department Reorganization

The Appleton Fire Department's chief's staff met to discuss the current and proposed organizational structure for the Appleton Fire Department. (See attachments.) Based on this review, I am proposing to make some minor changes that will produce major positive impacts. The changes that are being proposed include:

- Merging the Current Battalion Chiefs of Training and Special Operations Positions – The newly created Battalion Chief of Resource Development and Special Operations position will oversee and coordinate both program areas. The intent would be to minimize the "boots on the ground" training for this individual assigning instructors from within existing staff to provide the majority of the training particularly in specialty areas. The department feels this newly created position will attract a successful candidate.
- Creation of a Civilian Training and Resource Development Specialist – This position will report directly to the Battalion Chief – Resource Development and Special Operations and is responsible for assisting with the coordination and scheduling of training. This position fulfills fire support functions at emergency and non-emergency incidents and training scenarios. This position may also conduct fire inspections as needed.
- Reducing the Number of Captains from Eight to Six/Increase the Number of Lieutenants from 13 to 15 – The department currently has a captain assigned at each of five stations and three captains assigned to Fire Station # One. This adjustment will place a captain and two lieutenants at each of five stations along with a captain and five lieutenants at FS # One. The total number of fire officers (captains and lieutenants) remains the same at 21. This will provide an obvious 'go to' person for all station items at all stations. The intent would be to eliminate the two captain positions through attrition which may occur in the near future.
- The current two battalion chief positions are budgeted with approximate salaries of \$81,000 and \$92,000 (Total: \$173,000). It is estimated that the proposed specialist position would have an annual salary of \$55,000 and the proposed battalion chief would have an annual salary of \$95,000 (Total: \$150,000). The department doesn't intend to reduce our personnel budget as a result of these cost savings (estimated \$23,000) but would utilize the savings to offset overtime costs associated with training our personnel.

I have discussed this reorganization with the staff, union representatives, Human Resources Director, Finance Director, and Mayor and have support. I respectfully request that the Human Resources Committee and Safety and Licensing Committee approve these changes. Please do not hesitate to contact me should you have any additional questions or concerns. Thanks!

Resolution _____

WHEREAS, the City of Appleton Common Council met on February 15, 2017 and received information respecting the financing of the Fox Cities Exhibition Center ("FCEC"), and in particular, reviewed the proposal that the City of Appleton guarantee the maintenance of an interest reserve account in an amount not less than \$1.5 million;

THEREFORE BE IT RESOLVED that the City of Appleton Common Council authorizes the Mayor to proceed with the signing of a letter of intent and finalizing negotiations for the financing of the FCEC construction costs consistent with the term summary provided in the agenda packet for March 1, 2017;

FURTHER RESOLVED, that the Common Council authorizes and supports the City's obligation to maintain an interest reserve balance of \$1.5 million, provided that the reserve account is initially funded with not less than \$2 million from room tax receipts and, in the event that the guarantee is exercised that the loan documents will provide for repayment, including interest fees and costs, from room tax receipts.

To: City of Appleton

From: Attorney Ben LaFrombois and Attorney Courtney Hollander of von Briesen & Roper, s.c.

Date: February 27, 2017

Re: Common Council action respecting Fox Cities Exhibition Center Financing

The City issued a Request for Proposal, seeking a lead lender to finance the Fox Cities Exhibition Center.

Several financial institutions responded. As discussed in the closed session meeting on February 15, 2017 an Appleton based financial institution proposed acting as lead lender to organize participating financial institutions.

The Lender requested a guaranty from the City of Appleton to assure that the interest payments under the loan would always be made timely. The guaranty would be managed with the use of an interest reserve account. The interest reserve account will be initially funded with room tax revenue in an amount of not less than \$2M and potentially higher. The City's obligation will be to maintain the interest reserve account with a balance of not less than \$1.5M. In the event the City must contribute to the interest reserve fund, the City will ultimately be repaid, with interest fees and costs, through room tax revenue.

We are requesting that the Common Council authorize the City to proceed with closing the financing consistent with the attached summary of terms, which include the guaranty provisions for the City of Appleton. When the final closing documents are ready for execution, the Common Council will be asked to approve the pledge of room taxes and the guaranty of the maintenance of the interest reserve fund.

The material terms are summarized as follows (see following pages):

Borrower:	The Redevelopment Authority of the City of Appleton, a redevelopment authority authorized under Wisconsin Statute §66.1333(3) and established by resolution dated October 11, 1972 of the Common Council of the City of Appleton.
Interest Reserve Fund (“Reserve Fund”):	Established at closing in an amount not less than \$2M. Withdrawal from the Reserve Fund shall be made in the event that room tax collections are insufficient to satisfy the term loan interest when due.
Guarantor:	The City of Appleton (the “ Guarantor ”) shall guaranty and maintain a minimum balance in the Reserve Fund of not less than \$1.5M. In the event that the Guarantor makes a Reserve Fund Loan, the Guarantor shall have been deemed to make a secured, junior loan to the Project.
Reserve Replenishment Terms:	In the event the Reserve Fund balance falls below \$2M, room tax collections shall be used to replenish the Reserve Fund based on a formula.
Lead Participant Lender:	Appleton based financial institution.
Administrative Agent:	The Fox Cities Room Tax Commission through its contracted agent, The Fox Cities Convention & Visitors Bureau, Inc.
Project:	Loan proceeds will be used to finance and construct the Fox Cities Exhibition Center (the “ Project ”) and potentially to pay the costs of issuance of the loans.
Closing Date:	As soon as practical and agreed to by the lenders.
Amounts and Note:	A borrowing of \$31,000,000 of senior secured credit notes in the form of a Draw Note and Term Note is anticipated. Additional borrowing capacity is available. A third note will be the Reserve Fund Loan Note which will be due the City for amounts paid under the guaranty.
Amortization:	There shall be no set amortization period of the Term Note except that all of the room tax collected in excess of interest and fees shall be applied to the principal balance of the Term Note.
Interest:	The Draw Note shall bear interest at a rate equal to the three month maturity of US Treasury Bill plus 2.5% (approximately 3.02%). The Term Note shall bear interest at an initial rate equal to the seven year US Treasury Note plus 2.20%, which rate shall be fixed for the first seven years of the Term Note

	(approximately 4.37%).
Loan Fee:	The lenders shall be paid a fee equal to .50% of the loan amount.
Voluntary Prepayments:	Notes may be prepaid without penalty.
Mandatory Payment of Principal:	Upon issuance of the Term Note, and subject to replenishment of the Reserve Fund, 100% of the collected room tax allocated to the FCEC under the Exhibition Center Cooperation Agreement in excess of the interest due under the Term Note shall be paid and applied to principal.
Collateral:	The loan documents and notes will be secured by a valid and perfected first priority lien on 100% of the room tax assessed and allocated for the Project and the Reserve Fund.
Assignments and Participations:	Each Lender may assign all or part of its loans and commitments without the consent of Borrower, administrator or Guarantor. Lender shall provide notice of such assignment and a form assignment agreement shall be attached to the loan agreement.
Expenses and Indemnification:	Borrower shall pay Lender's expenses, including underwriting and legal fees.

THE ABOVE TERMS DO NOT CONSTITUTE OR IMPLY A COMMITMENT TO PROVIDE FUNDING BY ANY LENDER, NOR A REPRESENTATION THAT SUCH FUNDING WILL BE MADE AVAILABLE. ANY SUCH COMMITMENT WILL BE SUBJECT TO CONTRACT, REGULATORY APPROVAL, CREDIT APPROVAL AND SATISFACTORY DUE DILIGENCE AND DOCUMENTATION.