



City of Appleton

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

Meeting Agenda - Final Community & Economic Development Committee

Wednesday, November 29, 2017

4:30 PM

Council Chambers, 6th Floor

SPECIAL

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[17-1862](#) CEDC Minutes from 11-8-17

Attachments: [CEDC Minutes 11-8-17.pdf](#)

4. Public Hearings/Appealances

[17-1758](#) Presentation by Jon Guntow, PWS, PSS, Senior Scientist with Stantec Consulting Services, Inc., on the results and recommendations of the Wetland Banking Feasibility Analysis

5. Action Items

[17-1863](#) Request approval of contract with MCC, Inc. for soils relocation within Southpoint Commerce Park in an amount not to exceed \$33,111.47 under the terms outlined in the proposal dated October 26, 2017

Attachments: [Soil Relocation in Southpoint Memo 11-20-17.pdf](#)
[Southpoint Eisenhower Stockpile Relocation RFP 10-13-2017.pdf](#)
[MCC Proposal 10-26-17.pdf](#)

[17-1740](#) Health in All Policies Ordinance

Attachments: [HiAP Ordinance - Official Form \(Clean\) - 10-31-2017.pdf](#)
[HealthinAllPolicies LOS ECWRPC.pdf](#)
[HealthinAllPolicies LOS ThedaCare.pdf](#)
[HealthinAllPolicies LOS United Way.pdf](#)

Legislative History

- 11/8/17 Community & Economic recommended for denial
Development Committee
Baker moved, seconded by Williams, that the Report Action Item be recommended for approval. Roll Call. Motion failed by the following vote: Aye: 2 - Coenen and Baker, Nay: 3 - Baranowski, Reed and Williams

Baranowski moved, seconded by Williams to recommend the ordinance for denial. Roll Call. Motion Carried 3/2.
- 11/15/17 Common Council referred to the Community & Economic
Development Committee

6. Information Items

[17-1864](#) **DRAFT** Tax Increment Financing Districts (TIFs) #11 & #12 Business Enhancement Grant Guidelines (same for both TIFs)

Attachments: [Business Enhancement Grant Program DRAFT.pdf](#)

7. Adjournment

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

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

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



City of Appleton

100 North Appleton Street
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www.appleton.org

Meeting Minutes - Final Community & Economic Development Committee

Wednesday, November 8, 2017

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 4:30 p.m.

2. Roll call of membership

Williams arrived at 4:32 p.m.

Baranowski arrived at 4:38 p.m.

Present: 5 - Coenen, Baranowski, Reed, Williams and Alderperson Baker

Others present:

Jody Lueck, St. Bernadette Parish, 2331 E. Lourdes Drive

Julie Lopas, St. Bernadette Parish, 2331 E. Lourdes Drive

Rev. Donald Zuleger, St. Bernadette Parish, 2331 E. Lourdes Drive

Maren Peterson, NAMI Fox Valley

Beth Schnorr, Harbor House

Jolie VerVoort, Mooring Programs, 607 W. Seventh Street

3. Approval of minutes from previous meeting

[17-1734](#)

CEDC Minutes from 10-25-17

Attachments: [CEDC Minutes 10-25-17.pdf](#)

Reed moved, seconded by Baker, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

Aye: 3 - Coenen, Reed and Alderperson Baker

Excused: 2 - Baranowski and Williams

4. Public Hearings/Appearances

5. Action Items

[17-1736](#)

Request to approve Substantial Amendment to 2017PY NAMI Fox Valley Community Development Block Grant (CDBG) Contract

Attachments: [NAMI ReAllocation Recs Memo to CEDC.pdf](#)

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

Aye: 4 - Coenen, Reed, Williams and Alderson Baker

Excused: 1 - Baranowski

[17-1738](#)

Request to approve Substantial Amendments to the Community Development Block Grant (CDBG) Citizen Participation Plan (CPP) incorporating the Affirmatively Furthering Fair Housing (AFFH) mandate

Attachments: [CPP Amendment CEDC memo.pdf](#)
 [Citizen Participation Plan- draft with markups.pdf](#)
 [Citizen Participation Plan- Final 10-6-17.pdf](#)
 [HUD CPD AFFH Memo.pdf](#)

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

Aye: 4 - Coenen, Reed, Williams and Alderson Baker

Excused: 1 - Baranowski

[17-1739](#)

Request to approve 2018-2019PY Community Development Block Grant (CDBG) Community Partner Allocation Recommendations

Attachments: [Alloc Recs Memo to CEDC 11-8-17.pdf](#)
 [2018 CDBG Simple Summary of Recommendations.pdf](#)
 [2018 CDBG Summary of Recommendations.pdf](#)
 [2018 CDBG Advisory Board Membership.pdf](#)

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

Aye: 5 - Coenen, Baranowski, Reed, Williams and Alderson Baker

[17-1740](#)

Health in All Policies Ordinance

Attachments: [HiAP Ordinance - Official Form \(Clean\) - 10-31-2017.pdf](#)

Baker moved, seconded by Williams, that the Report Action Item be recommended for approval. Roll Call. Motion failed by the following vote: Aye: 2 - Coenen and Baker, Nay: 3 - Baranowski, Reed and Williams

Baranowski moved, seconded by Williams, that the Report Action Item be recommended for denial. Roll Call. Motion carried by the following vote:

Aye: 3 - Baranowski, Reed and Williams

Nay: 2 - Coenen and Alderperson Baker

6. Information Items

[17-1748](#)

Update/Changes to Continuum of Care (COC) Transitional Housing Program (THP) Grant for the 2017-2018PY

Attachments: [CEDC reclassification memo.pdf](#)

This Presentation was presented and discussed.

7. Adjournment

Baranowski moved, seconded by Reed, that the meeting be adjourned at 5:03 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Coenen, Baranowski, Reed, Williams and Alderperson Baker



MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: November 20, 2017

RE: Proposal to Relocate Clay Fill in the Southpoint Commerce Park

The City has approximately 3,000 cubic yards of clay in the Southpoint Commerce Park, located at the highly visible intersection of Vantage Drive & Eisenhower Road. This clay stockpile accumulated as the result of infrastructure projects by the City over numerous years. In consideration of future sales and marketing efforts, we would like to relocate or dispose of this soil. The Community and Economic Development Department (CEDD) has \$19,500 in the 2017 TIF #6 Budget to complete this project.

A Request For Proposals (RFP) was prepared by Community and Economic Development and Department of Public Works Staff and sent to four (4) contractors on October 13, 2017 (attached). One proposal was received in response to the RFP. Current workload was cited by two of the firms that chose not to respond.

MCC, Inc. submitted a proposal (attached) to complete the work for a lump sum fee of \$33,111.47. In preparing the budget for this work in 2016, it was anticipated this work would be completed as part of a 2017 DPW contract, resulting in some cost savings. The DPW project did not proceed, so this became a “standalone” project. Replacing sidewalk and meeting City erosion control standards comprise approximately 1/3 of the proposed cost of this project.

Staff from CEDD and DPW reviewed the qualifications, project experience, scope of work, cost and timing of the proposal and determined it does meet the requirements of the RFP. Unspent funds remain in the TIF #6 Budget from the electrical and gas installation in 2017 that are sufficient to cover the proposed cost of this project.

Staff Recommendation:

Community and Economic Development Staff is authorized to execute the contract for soils relocation with MCC, Inc. in an amount not to exceed \$33,111.47 under the terms outlined in the proposal dated October 26, 2017 **BE APPROVED**.

CITY OF APPLETON

**DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT**

REQUEST FOR PROPOSALS

**SOIL PILE RELOCATION
IN
SOUTHPOINT COMMERCE PARK**

October 13th, 2017

**Contract Scope for
SOIL PILE RELOCATION in
SOUTHPOINT COMMERCE PARK**

The City of Appleton Department of Community and Economic Development is seeking proposals from earthwork contractors to relocate a soil stockpile near the northwest corner of Eisenhower Drive and Vantage Drive to an existing soil stockpile location near the east side of Quest Drive approximately 450 feet north of Midway Road, along with associated work to comply with City of Appleton erosion control requirements.

SITE DESCRIPTIONS

The proposed work involves three sites. Site 1 is the location of the existing soil stockpile to be relocated by the Contractor. Site 2 is the location to which the soil is to be relocated by the Contractor. Site 3 is the location of a stockpile of topsoil on the east side of Eisenhower Drive approximately 300 feet north of Site 1 that the Contractor shall spread onto Site 1 after the pile has been moved.

Site 1

A map of Site 1 is included as Exhibit A. Site 1 is owned by the City of Appleton. It contains an existing soil stockpile consisting of approximately 3,000 cubic yards of clay with a total footprint of approximately 28,200 square feet. The stockpile is surrounded by a thin crushed stone pad placed by contractors who have borrowed from the stockpile over time. A vegetated grass buffer surrounds the stone pad.

Site 2

A map of Site 2 is included as Exhibit B. Site 2 is owned by the City of Appleton. It contains an existing soil stockpile consisting primarily of clay with a total volume of approximately 2,500 cubic yards and a footprint of approximately 34,000 square feet. Existing and proposed contours are shown on Exhibit B to define the approximate size and shape of the enlarged pile to be created by the contractor using the relocated soils. A vegetated grass buffer surrounds the stockpile area.

Site 3

A map of Site 3 is included as Exhibit C. It contains an existing soil stockpile consisting of approximately 450 cubic yards of topsoil with a total footprint of approximately 4,100 square feet. The stockpile is covered by thick vegetation and is surrounded a vegetated grass buffer.

SCOPE OF WORK

Site 1

1. Prior to start of work, install a tracking pad at the location shown on Exhibit A.
2. Install Type D-HR inlet protection on all storm sewer curb inlets within 500' downslope of the tracking pad.
3. Do not disturb the vegetated buffer.

4. Protect the existing concrete curb/pavement from damage. Repair or replace to the City's satisfaction any concrete curb/pavement damaged during performance of the work.
5. Remove the entire soil stockpile by loading soil onto on-road haul vehicles. Approximate stockpile limits for removal are shown on Exhibit A. Approximate finish grade after stockpile removal shall be as follows: West side of existing pile: 802.5, south side of pile 802.5, east side of pile 801, north side of pile 800.
6. Transport soil using on-road haul vehicles on public right-of-way to Site 2. The Contractor may, at his option and expense, transport some or all of the soil to an offsite location provided by the Contractor in lieu of Site 2.
7. After stockpile removal on Site 1, smooth and grade to provide positive drainage of Site 1 in preparation of receiving topsoil.
8. Uniformly spread topsoil obtained from Site 3 across the entire disturbed area of Site 1, at approximately 4" depth.
9. Furnish and Install Seed Mix #1, along with a cover crop of Seed Mix #4 and fertilizer, per Section 3.10 of City Specifications over the entire disturbed area.
10. Furnish and Install Mulching for Construction Sites per Section 3.9 of City Specifications over the entire seeded area.
11. If work on the site stops for more than two weeks prior to completion of Items 8 through 10, apply Soil Stabilizer Type B (PAM) to any disturbed surfaces.
12. Keep road surfaces clean of any tracked soil. Clean any tracked soil from road surface by end of each work day.
13. Remove temporary erosion control after work is complete.

Site 2

1. Prior to start of work, install a tracking pad at the location shown on Exhibit B.
2. Install Type D-HR inlet protection on all storm sewer curb inlets within 500' downslope of the tracking pad.
3. Do not disturb the vegetated buffer.
4. Place soil transported from Site 1 approximately per the proposed contours shown on Exhibit B, staying within the footprint of the existing stockpile. Approximate footprint shown on Exhibit B is 21,000 SF.
5. After placing all soil transported from Site 1, smooth any areas disturbed by hauling or placement of soil.
6. Furnish and Install Seed Mix #1, along with a cover crop of Seed Mix #4 and fertilizer, per Section 3.10 of City Specifications over the entire disturbed area.
7. Furnish and Install Mulching for Construction Sites per Section 3.9 of City Specifications over the entire seeded area.
8. If work on the site stops for more than two weeks prior to completion of Items 5 through 7, apply Soil Stabilizer Type B (PAM) to any disturbed surfaces.
9. Keep road surfaces clean of any tracked soil. Clean any tracked soil from road surface by end of each work day.
10. Remove temporary erosion control after work is complete.

Site 3

1. Prior to start of work, install a tracking pad at the location shown on Exhibit C.
2. Install Type D-HR inlet protection on all storm sewer curb inlets within 500' downslope of the tracking pad.
3. Do not disturb the vegetated buffer except as necessary to run construction equipment between the tracking pad and the topsoil stockpile.

4. Protect the existing concrete curb/pavement from damage. Repair or replace to the City's satisfaction any concrete curb/pavement damaged during performance of the work.
5. Remove 350 CY of stockpiled stockpile by loading soil onto on-road haul vehicles.
6. Transport topsoil using on-road haul vehicles on public right-of-way to Site 1.
7. Uniformly spread topsoil obtained from Site 3 across the entire disturbed area of Site 1, to an approximate depth of 4".
8. Smooth site after removal of entire stockpile
9. Furnish and Install Seed Mix #1, along with a cover crop of Seed Mix #4 and fertilizer, per Section 3.10 of City Specifications over the entire disturbed area.
10. Furnish and Install Mulching for Construction Sites per Section 3.9 of City Specifications over the entire seeded area.
11. If work on the site stops for more than two weeks prior to completion of Items 7 through 10, apply Soil Stabilizer Type B (PAM) to any disturbed surfaces.
12. Keep road surfaces clean of any tracked soil. Clean any tracked soil from road surface by end of each work day.
13. Remove temporary erosion control after work is complete.

PROJECT SCHEDULE

1. Completed Proposals are due by 3:00 p.m. on Monday, October 26th , 2017 to:

Matt Rehbein
City of Appleton
Department of Community/Economic Development
100 N. Appleton Street
Appleton, WI 54911

2. All work shall be completed by May 1, 2018.

ITEMS TO BE PROVIDED BY OWNER

Owner will apply for and obtain City of Appleton Erosion Control Permit at Owner's cost.

APPLICABLE SPECIFICATIONS

All work shall be performed in compliance with City of Appleton Erosion Control Specifications, available for downloading here:

<http://www.appleton.org/government/public-works/admin-engineering/projects-open-for-bid>

Click on the link "2016 2016 Standard Specifications for Construction"

INSURANCE REQUIREMENTS

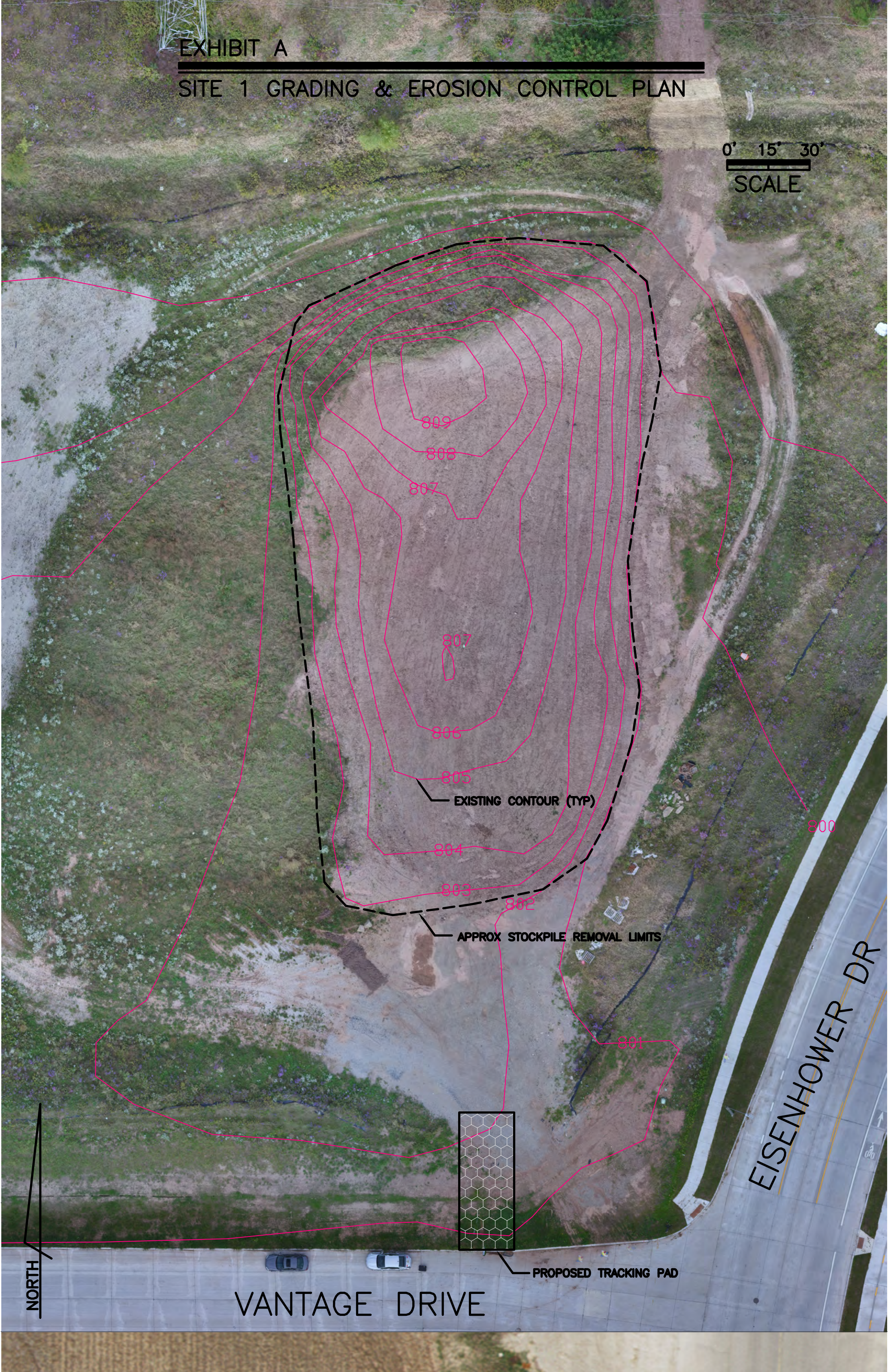
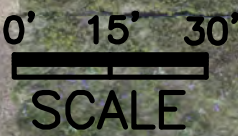
Contractor shall submit a Certificate of Insurance meeting requirements of the attached Exhibit E Small Exposure Jobs within 5 business days of bid acceptance by City of Appleton.

ADDITIONAL INFORMATION

Please direct any questions to Matt Rehbein at (920) 832-6463 or matthew.rehbein@appleton.org.
We look forward to hearing from you.

EXHIBIT A

SITE 1 GRADING & EROSION CONTROL PLAN



NORTH

VANTAGE DRIVE

EISENHOWER DR

PROPOSED TRACKING PAD

APPROX STOCKPILE REMOVAL LIMITS

EXISTING CONTOUR (TYP)

QUEST DRIVE

PROPOSED TRACKING PAD



820

820

4:1 TYP

840

EXHIBIT B
SITE 2 GRADING & EROSION CONTROL PLAN

0' 15' 30'
SCALE

NORTH

PROPOSED CONTOUR (TYP)

EXISTING CONTOUR (TYP)

824

826

828

830

832

834

835

824

826

828

820

245

415.35

5

80

EISENHOWER DRIVE



PROPOSED TRACKING PAD

0' 15' 30'

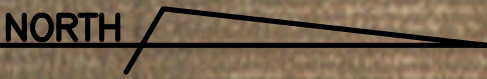
SCALE

EXISTING CONTOUR (TYP)

EXISTING TOPSOIL STOCKPILE

EXHIBIT C

SITE 3 GRADING & EROSION CONTROL PLAN



NORTH

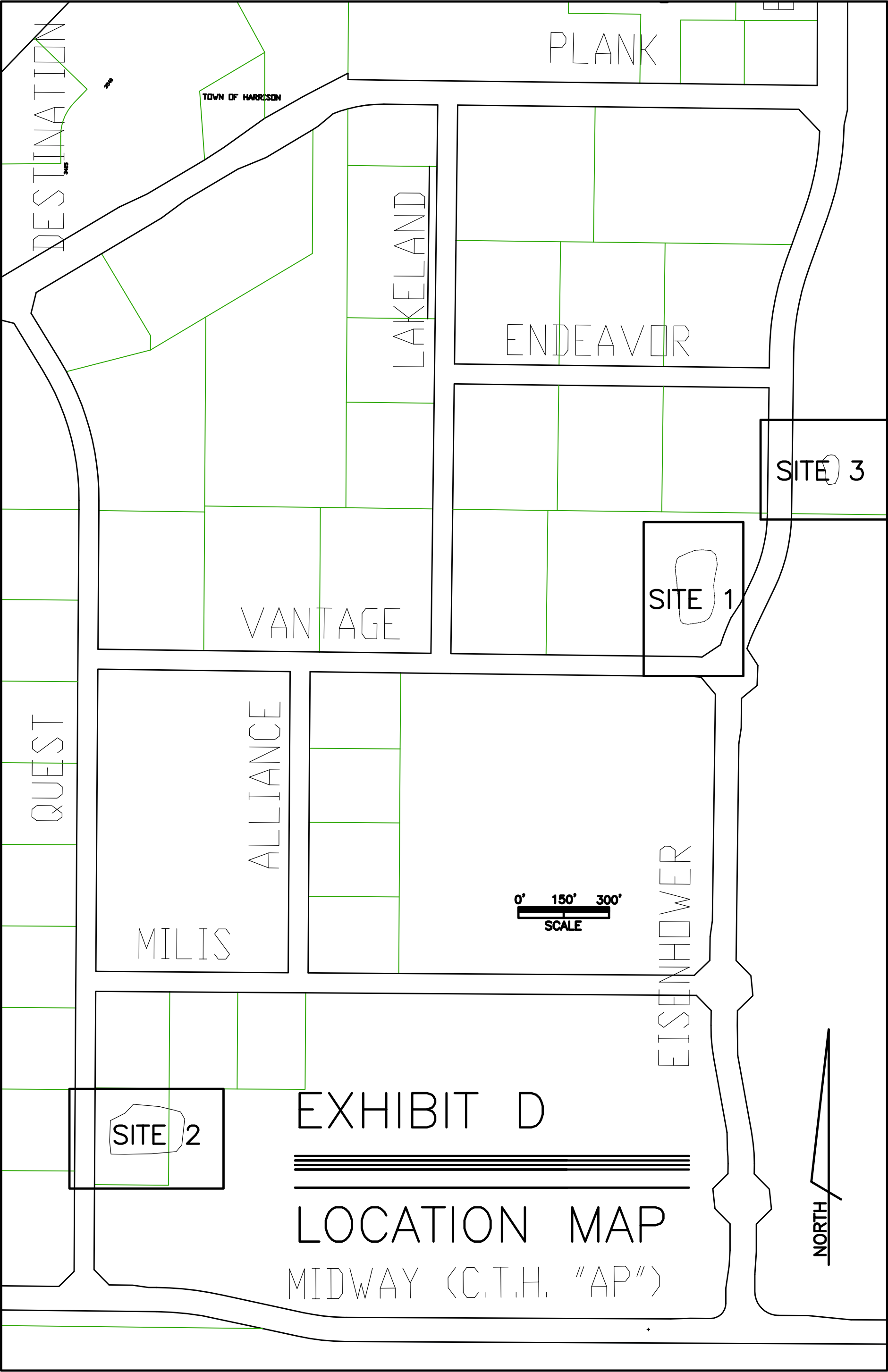


EXHIBIT E
CITY OF APPLETON
INSURANCE REQUIREMENTS
SMALL EXPOSURE JOBS

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.

<u>Item</u>	<u>Description</u>	<u>Qty./</u>	<u>Unit</u>	<u>Total/\$</u>
1.	Relocate soil and related work per Request for Proposals	1	lump sum	<u>\$ 33,111.47</u>

Bidder Name : MCC, Inc
Mailing Address: PO Box 1137
Physical Address: 2600 N. Roemer
City, State, Zip: Appleton, WI 54912
Print Name: Joyce A. Murphy Stearns
Title: Vice - President
Telephone: 920-749-3360
Fax: 920-380-9459
E-mail: doug.vanhandel@murphyinc.org

SIGNED:

Joyce A. Murphy Stearns



P.O. Box 1137
 2600 Roemer Road
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-380-9459

To:	CITY OF APPLETON FINANCE DEPT	Contact:	Matt Rebein
Address:	P.O. BOX 2428 APPLETON, WI 54912-2428	Phone:	(920) 739-6135
		Fax:	(920) 832-6044
Project Name:	Appleton - Soil Pile Relocation	Bid Number:	DVH7407
Project Location:	Southpoint Commerce Park, Appleton, WI	Bid Date:	10/26/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Soil Pile Relocation -Place Tracking Pads & Inlet Protection In Sites 1,2,3 -Remove Soil Pile From Site 1 And Place Fill On Site 2 -Remove Topsoil Pile From Site 3 And Place On Site 1 -Seed, Fertilize And Mulch Sites 1,2,3 -Remove Tracking Pads From Sites 1,2,3 -Re-place Three Sidewalk Panels At Site 3	1.00	LS	\$33,111.47	\$33,111.47

Total Bid Price: \$33,111.47

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
- Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

CREDIT

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1 1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

OWNER OR CONTRACTOR AGREES IF THIS CONTRACT IS NOT PAID AS AGREED, TO PAY ALL COLLECTION COSTS IN ADDITION TO THE FOREGOING, A REASONABLE ATTORNEY'S FEE OR IF SUIT SHALL BE BROUGHT TO COLLECT ANY PRINCIPAL OR INTEREST ON THIS CONTRACT. THE UNDERSIGNED PROMISES TO PAY IN ADDITION THE COURT COSTS PROVIDED BY LAW, A REASONABLE SUM AS ATTORNEY'S FEES. FOR VALUE RECEIVED EACH AND EVERY PARTY WHO SIGNS AND ENDORSES FOR OWNER OR CONTRACTOR OR BECOMES LIABLE EITHER NOW OR HEREAFTER FOR THE PAYMENT OF THIS CONTRACT SEVERALLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OR NON-PAYMENT HEREOF. BINDS HIMSELF HEREON NOT-WITHSTANDING ANY EXTENSION THAT MAY BE MADE TO ANY PARTY LIABLE ON THIS NOTE. IF NOT PAID WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****MCC, INC.****Authorized Signature:** **Estimator:** Doug Van Handel
(920) 749-3360 doug.vanhandel@murphyinc.org

AN ORDINANCE CREATING ARTICLE V OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO HEALTH IN ALL POLICIES.

(Name of Committee Generated From – XX-XX-XX (Date))

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Article V of Chapter 7 of the Municipal Code of the City of Appleton, relating to health in all policies, is hereby created to read as follows:

Art. V. HEALTH IN ALL POLICIES

Sec. 7-200. Findings.

(a) Health starts where we live, learn, work and play, and everyday decisions within the City of Appleton can promote greater health and equity.

(b) All Appleton residents should have the opportunity to make the choices that allow them to live a long, healthy life, regardless of their job, neighborhood of residence, level of education, immigration status, sexual orientation, ethnic background or religion.

(c) Good health enhances quality of life, improves workforce productivity, increases the capacity for learning, strengthens families and communities, supports environmental sustainability and helps reduce overall economic and social insecurity.

(d) In the city of Appleton, those at greatest risk for poor health outcomes are low-income residents, who have a shorter life expectancy than other city residents.

(e) Appleton residents are primarily affected by heart disease, cancer and stroke.

(f) Recognizing the presence of critical health disparities in the community and the opportunity to intervene on health outcomes, the City has developed and defined public health broadly in the City Comprehensive Plan.

(g) Health in All Policies is fundamentally about creating systems-level change both within City departments and in the community.

(h) In developing strategies to address health disparities, it is important to recognize that at its heart, promoting equity is not just about providing more services.

(i) It is also about how services are developed, prioritized and delivered.

(j) The Health in All Policies strategy guides the City of Appleton on how to address the social determinants of health, or the root causes of current health disparities in the development, prioritization and delivery of these services and policies.

Sec. 7-201. Definitions.

The definitions in this section apply throughout this ordinance unless the context

clearly requires otherwise:

(a) ***Health in All Policies (HiAP)*** is both a process and a goal.

- (1) The goal of HiAP is to address inequities at the systems, policy and structural levels to eliminate the resulting health disparities.
- (2) At the root of HiAP is an approach to improving health of all people by incorporating health considerations into collaborative decision-making across sectors, agencies, and departments. HiAP brings city departments and community groups together to identify ways in which all policies can take health outcomes into consideration. The HiAP process places health at the center of all work, and through discussion and compromise, gains stakeholder buy-in from all agencies, groups, and departments.
- (3) Health in All Policies works to create a new policy and organizing framework within city government and beyond in the community. It emphasizes the consequences of public policies, plans, and programs on health determinants, and aims to improve health outcomes at all levels of government within the city and those agencies responsible for serving Appleton residents.
- (4) Stakeholder engagement is essential for ensuring that Health in All Policies is responsive to community needs. Community-based knowledge provides important information about opportunities and barriers for health and insight into the ways in which policies may impede or promote health.

(b) ***Health*** is not simply the absence of disease, but the state of complete physical, mental, cultural and social well-being. HiAP is based on the premise that good health is fundamental for a strong economy and vibrant society, and that health outcomes are largely dependent on the social determinants of health, which in turn are shaped by decisions made within the health sector and internally and externally outside of the health sector.

(c) ***Health equity*** refers to efforts to ensure that all people have full and equal access to opportunities that enable them to lead healthy lives, while respecting differences that include but are not limited to culture, language, race, gender, sexuality, economic status, citizenship, ability, age and religion.

- (1) Health equity entails focused societal efforts to address avoidable inequalities by equalizing the conditions for health for all groups, especially for those who have experienced socioeconomic disadvantage or historical injustices.
- (2) These communities include, but are not limited to women, people of color, low-income individuals and families, individuals who have been incarcerated, individuals with disabilities, individuals with mental health conditions, youth and young adults, seniors, immigrants and refugees, individuals who are limited-English proficient (LEP), and lesbian, gay, bisexual, transgender, questioning, intersex and asexual (LGBTQIA)

communities, or combinations of these populations.

(d) ***Health disparities*** are differences of presence of disease, health outcomes, or access to care among distinct segments of the populations, including differences that occur by race or ethnicity, gender identity, sexual orientation, education or income, immigration status, age, disability or functional impairment, or geographic location, or the combination of any of these factors.

(e) ***Health inequities*** are health disparities resulting from factors that are systemic and avoidable and, therefore, considered unjust or unfair.

(f) ***Determinants of health equity include*** the social, economic, geographic, political, institutional and physical environmental conditions that lead to the creation of a fair and just society.

(g) ***Social determinants of health*** refer to everything outside of direct health care services, such as the condition in the environment in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality of life outcomes and risks. The social determinants of health include, but are not limited to:

- (1) The availability of resources to meet our daily needs (e.g., safe housing, access to healthy and affordable food).
- (2) Access to educational, economic, and job opportunities that lead to sustainable employment.
- (3) Neighborhood safety and communities free of crime, violence, and social disorder (e.g., presence of trash and other forms of blight); and
- (4) Accessible built environments that promote health and safety, including improved pedestrian, bicycle, and automobile safety, parks and green space, and healthy school siting.
- (5) Social norms and attitudes (e.g., discrimination and racism), socioeconomic conditions (e.g., concentrated poverty and the chronically stressful conditions that accompany it).

(h) ***Toxic stress*** refers to prolonged and repeated exposure to multiple negative factors, especially in early childhood. Contributing factors include, but are not limited to, racial profiling, poor air quality, residential segregation and economic insecurity. Toxic stress has known physical and mental health impacts and contributes to a host of chronic conditions such as heart disease and diabetes. Toxic stress has also been shown to have negative intergenerational health effects. Toxic stress does not refer to individual stressful events, but rather the unrelieved accumulation of these events over one's life.

Sec. 7-203. Health in All Policies implementation.

To effectively implement and maintain Health in All Policies, the City shall:

(a) Utilize health equity practices to City actions and endeavor to integrate these practices into the city's strategic, operational and business plans; management and reporting systems for accountability and performance; and budgets in order to eliminate inequities and create opportunities for all people and neighborhoods;

(b) Use the Health in All Policies Strategy Document as a guide for implementing Health in All Policies in the City. The strategy document will outline the vision, mission and goals, and identify a timeline as well as process to reach these goals. The strategy document will be a living plan that is designed to grow over time as progress is made and the needs of the community and city change;

(c) Establish the Interdepartmental Health in All Policies Team. The Interdepartmental Team will be comprised of representatives from departments within the City and are responsible for:

- (1) Selecting health and health equity indicators for each department to track as a way of prioritizing goals and measuring progress aligned with existing City guiding documents including, but not limited to the Comprehensive Plan and Green Tier Charter;
- (2) Attending regularly scheduled Interdepartmental Team meetings led by the Mayor's Office;
- (3) Reporting to the Interdepartmental Team on progress and challenges from his or her respective department;
- (4) Working with his or her respective department to integrate and track health equity indicators for his or her department;
- (5) Committing to attending ongoing health equity training, such as health equity impact assessments; and
- (6) Assisting with the writing of the Tri-Annual HiAP Report and provide a report to committees.

(d) Design and publish a tri-annual report on the status of health and health equity in the city of Appleton and progress of HiAP implementation for the Common Council, City staff, community organizations, residents, businesses, and other governmental agencies within the city.

- (1) Implementation will be measured based on health and health equity indicators selected by the Interdepartmental HiAP Team.
- (2) In addition to reporting on indicators, the Tri-Annual Report will include any updates to the HiAP strategy document.

(e) Develop and implement an ongoing community engagement plan to work directly with stakeholders throughout the process of the HiAP strategy development and implementation to ensure that perspectives are consistently understood, considered, and reflected in decisions.

The goal is to partner with stakeholders in each aspect of decision making in order to develop and implement collaborative solutions.

Section 2: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Common Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 3: This ordinance becomes effective 30 days after its final passage and publication.

Dated: _____

Timothy M. Hanna, Mayor
City Law: A17-0793

Kami Lynch, City Clerk

November 14, 2017

RE: Resolution 17-1716, Health in All Policies Ordinance

Dear City of Appleton Common Council,


East Central WI Regional Planning Commission (ECWRPC) expresses our support for the City of Appleton's Health in All Policies Ordinance. With the rise of chronic disease and health disparities, ECWRPC recognizes the importance of including health considerations into the decision-making process to ensure all policies improve the health outcomes for every community member. As the Metropolitan Planning Organization for Appleton (Fox Cities) and Oshkosh, the Commission continues to incorporate health and equity into transportation and land use planning.

The City of Appleton has taken various steps to incorporate health into its comprehensive plan, adopted a Trails Master Plan, created a large multi-modal network, and has a wonderful parks system to enhance the overall health and quality of life for the community. One recent example is with the College Avenue Corridor; ECWRPC worked with the City of Appleton, Outagamie County, the towns of Grand Chute and Greenville, and other related partners on the Federal Highway Administration's Health in Transportation Corridor Planning Framework (the Framework). The College Avenue corridor was one of five case studies to participate in a case study related to the Framework. This tool provides a scaleable framework for incorporating health considerations into corridor planning activities. The City of Appleton had been working with various internal departments to ensure that the development along this corridor would have a positive impact for community health.

In addition to this Corridor Study, the City of Appleton also worked with Edison Elementary School to adopt a sidewalk painting policy. This policy encourages and allows more students at Edison Elementary School to walk and bike to school and be more physically active.

We would like to applaud the City of Appleton for taking the next step in ensuring positive health outcomes for its community members and for its inclusive and comprehensive vision for policy making at the local level.

Sincerely,



Melissa A. Kraemer Badtke, Principal Transportation Planner

cc: Eric Fowle, Executive Director

Kim Biedermann, Regional Bicycle and Pedestrian Coordinator



November 14, 2017

Common Council
City of Appleton
100 N. Appleton Street
Appleton, WI 54911

Dear Council Members,

On behalf of ThedaCare health system, I am writing to express our support for the Health in All Policies approach under consideration by the Common Council.

We look to the City of Appleton as a partner in improving health in the community. We do so because more than 80% of what creates health has little to do with what happens inside our hospital and clinic walls. Health is created in our homes, workplaces, schools, places of worship, recreational spaces, city streets, and more. It happens every day in places that you help create. Having access to well-lit streets encourages walking. Having streets marked for biking increases biking to work. Community policing reduces violence in communities. Proper sanitation prevents disease outbreaks. Transportation keeps the elderly from isolation and depression. The list goes on and this ordinance will further engage key stakeholders and those within our community that don't have voice to work together.

As partners in community health, we encourage you to go the next step in your already strong progression of health improvement efforts. We encourage you to adopt a Health in All Policies Ordinance. Doing so will break down more barriers and identify opportunities to help stem the tide of chronic disease, lessen health inequality and inequity, impact environmental conditions and encourage optimal health for Appleton citizens. The potential benefits are innumerable! This vote will help solidify Appleton's reputation as a forward-thinking, responsible, collaborative community with the health and well-being of its citizens the primary goal.

Appleton is an amazing place to call home because our community leaders do "the right thing" for their citizens. A Health in All Policy approach is one of those "right things."

Thank you for your leadership.



Paula Morgen
Director of Community Health



United Way Fox Cities

15 November 2017

City of Appleton
Common Council
c/o Kami L. Lynch, City Clerk

Dear Common Council Members,

I'm sorry I'm unable to be at your council meeting this evening, therefore, I am writing in support of the effort to create the Health in All Policies ordinance in the City of Appleton.

The proposed ordinance would be a huge step forward in creating a culture of health in Appleton. It provides an important framework in the City, and more importantly in the community, for how we view our responsibility in building a better Appleton for everyone.

Research clearly shows that the social determinant of health, the physical environment and neighborhoods, economic stability, community support, and other factors together improve the population health of a community. (See attached.) The health in all policies approach considers the importance of addressing multiple factors when setting policy. Implementing health in all policies will require input from a variety of stakeholders and great collaboration; two things that we should want when trying to set policies that impact the entire community.

This ordinance will help create a mechanism to address health disparities at the systems, policy and structural levels leading to better health outcomes. United Way Fox Cities has and will continue to work to improve the lives of all residents. We would welcome the opportunity to work with the City of Appleton to implement health in all policies.

Thank you for your leadership and commitment to the City of Appleton.

Sincerely yours,

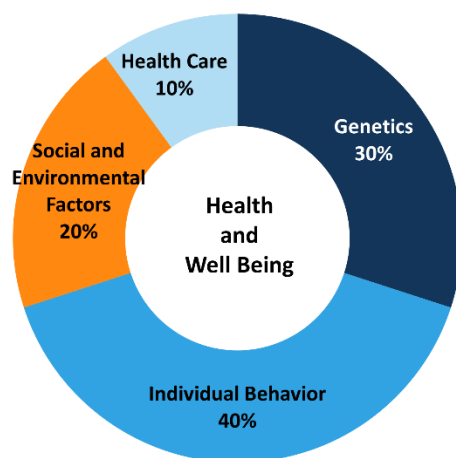
A handwritten signature in blue ink, appearing to read "Peter C. Kelly", written over a light blue horizontal line.

Peter C. Kelly
President & C.E.O.

Attachments

Figure 1

Impact of Different Factors on Risk of Premature Death



SOURCE: Schroeder, SA. (2007). We Can Do Better — Improving the Health of the American People. *NEJM*. 357:1221-8.



Figure 2

Social Determinants of Health

Economic Stability	Neighborhood and Physical Environment	Education	Food	Community and Social Context	Health Care System
Employment	Housing	Literacy	Hunger	Social integration	Health coverage
Income	Transportation	Language	Access to healthy options	Support systems	Provider availability
Expenses	Safety	Early childhood education		Community engagement	Provider linguistic and cultural competency
Debt	Parks	Vocational training		Discrimination	Quality of care
Medical bills	Playgrounds	Higher education			
Support	Walkability				
Health Outcomes Mortality, Morbidity, Life Expectancy, Health Care Expenditures, Health Status, Functional Limitations					



Source: Heiman and Artiga, *Beyond Heal Care: The Role of the Social Determinants in Promoting Health and Health Equity*, 4 November, 2015, The Henry J. Kaiser Family Foundation

[illegible]

Business Enhancement Grant Program Guidelines

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1. Purpose:

The purpose of the City of Appleton Business Enhancement Grant Program in Tax Increment Financing District # 12 (TIF District) is to encourage investments and improvements to commercial properties that are readily visible to the public.

These investments and improvements will align with the goals identified in TIF District #12 Project Plan, including eliminating blighted conditions, improving properties in need of rehabilitation, stabilizing property values, increasing valuation, enhancing the viability of the businesses and uses in this area, retaining and attracting businesses, and improving the overall appearance of public and private space in this commercial corridor.

2. Eligibility for Grant Program:

The following eligibility requirements must be met in order to apply for grant funding:

- a. The building must be located in the TIF District #12 boundaries and currently used for or intended for commercial purposes (see map on page 7).
- b. The applicant must be either the owner or a tenant (with owner's permission) of the building.
- c. The improvements must be made to the exterior of one or more sides of the building or to the property that is visible from a public street. Priority will be given to front facades. See **Section 5: Project Costs** for details on all eligible improvements.
- d. Property taxes, special assessments and all other city services accounts must be current at the time of grant approval and release of grant funding.
- e. Proposed improvements or repairs must have a useful life of five or more years.
- f. Proposed improvements or repairs must be in conformance with City of Appleton Municipal Code, Ordinances and all required permits must be obtained. Work must include the correction of any known exterior building code violation.

The Director of Community Development will make final determination of eligibility. Award of a Business Enhancement Grant is limited to one per address.

3. Ineligible Properties:

The following applicants are not eligible for this program:

- a. Tax delinquent on property taxes for any property in Appleton, not just the property that is being applied for.
- b. Special assessment delinquent.
- c. City service account delinquent (i.e., utility bill, license fees, etc.).
- d. Property in litigation.
- e. Property in condemnation or receivership.
- f. Property owned or operated by political organizations.
- g. Exclusively residential buildings
- h. Property owner/tenant applying for work that has already been completed is not eligible for the grant program.

4. *Grant Awards:*

The City will consider applications for grants up to fifty percent (50%) of the total eligible project costs. The maximum grant award per project from the City is \$7,000 for property improvements. Applicants may use grants funds from Appleton Downtown Inc.'s Façade Grant program as their matching funds for up to 25% of the owner/applicants contribution to the Business Enhancement Grant.

5. *Project Costs:*

Eligible project costs include, but are not limited to, labor, materials, and design assistance for:

- a. Installation, restoration, repair or replacement of windows, doors, exterior walls, chimneys, or other architectural elements.
- b. Exterior painting, only in conjunction with other physical improvements.
- c. Removing false facades and other inappropriate additions.
- d. Exterior work necessary for conversion to retail, office or other general commercial uses.
- e. Masonry repair or cleaning, only in conjunction with other physical improvements.
- f. Landscaping and fencing.
- g. Parking lot improvements.
- h. Exterior improvements for the handicapped including, but not limited to, ramps, doors, door openers, walks, guardrails, no-slip materials or level platforms at doors.
- i. Roof work.

The costs associated with any new signage, awning, marquees and related lighting and electrical fixtures are not eligible for the 50% grant reimbursement by the City but can be included in the applicant's 50% matching funds for the total project.

Other uses may also be eligible if prior approval is granted by the City of Appleton Director of Community & Economic Development.

6. *Ineligible Project Costs:*

The following costs are not eligible:

- a. Cost incurred before final grant approval by the City of Appleton, with the exception of architectural and engineering fees.
- b. Costs paid by the applicant in merchandise or in-kind services.
- c. Labor paid to applicant, family members of applicant, or employees of applicant.
- d. Interior building improvements.

7. *Insurance Recommendation*

Participants in the Business Enhancement Grant program are strongly encouraged to maintain insurance coverage in the amounts identified in the attached "*Insurance Requirements - Small Exposure Jobs*" on pages 12 and 13 during the contract period.

8. Grant Application & Approval Process:

The program oversight and authority for grant review and approval is delegated to the City of Appleton Community Development Department. The Department will review and approve all grants based on the following guidelines:

- a. A project application will only be reviewed if it is filled out completely and accompanied by photographs illustrating your building(s) and property and the other required attachments.
- b. Owners of multiple properties must submit separate applications for each property/project.
- c. If the applicant is not the owner of the property, the application must include written permission from the property owner to proceed with the project. See sample permission agreement on page 8.
- d. A signed Affidavit must be submitted with the application and signed by the applicant and property owner. See the sample affidavit on page 9.
- e. Preference will be given to projects which:
 - Will positively contribute to the TIF District area in meeting the goals identified in **Section 1. Purpose**.
 - Will result in a viable improvement that would not be made otherwise.
 - Have a higher ratio of private investment to public investment.

The Community Development Staff will contact the applicant in writing stating either:

- a. The application has been accepted into the program for funding;
- b. The application has been denied; or
- c. Additional information is needed before a determination can be made on the application.

Once the application is accepted, the applicant will be required to enter into a Grant Agreement with the City of Appleton Community & Economic Development Department. The Grant Agreement will include the scope of work and drawings or other materials, which accurately represent the scope and intent of the project improvements. See page 10 for a sample Grant Agreement.

The City of Appleton Department of Community & Economic Development must approve **ANY** changes in the scope of work in writing before construction or installation.

9. Completion of Work and Funding:

The grant applicant that is awarded funding through the program and enters into a Grant Agreement with the City of Appleton will be required to comply with the following procedures:

- a. The approved work must be completed within one (1) year from the date of the Grant Agreement between the City of Appleton and the applicant. If extenuating circumstances require an adjustment to this deadline, the Director of Community & Economic Development will review it on a case-by-case basis.
- b. Upon completion of the project and before grant money disbursement, the applicant shall complete an onsite inspection with the City of Appleton Community &

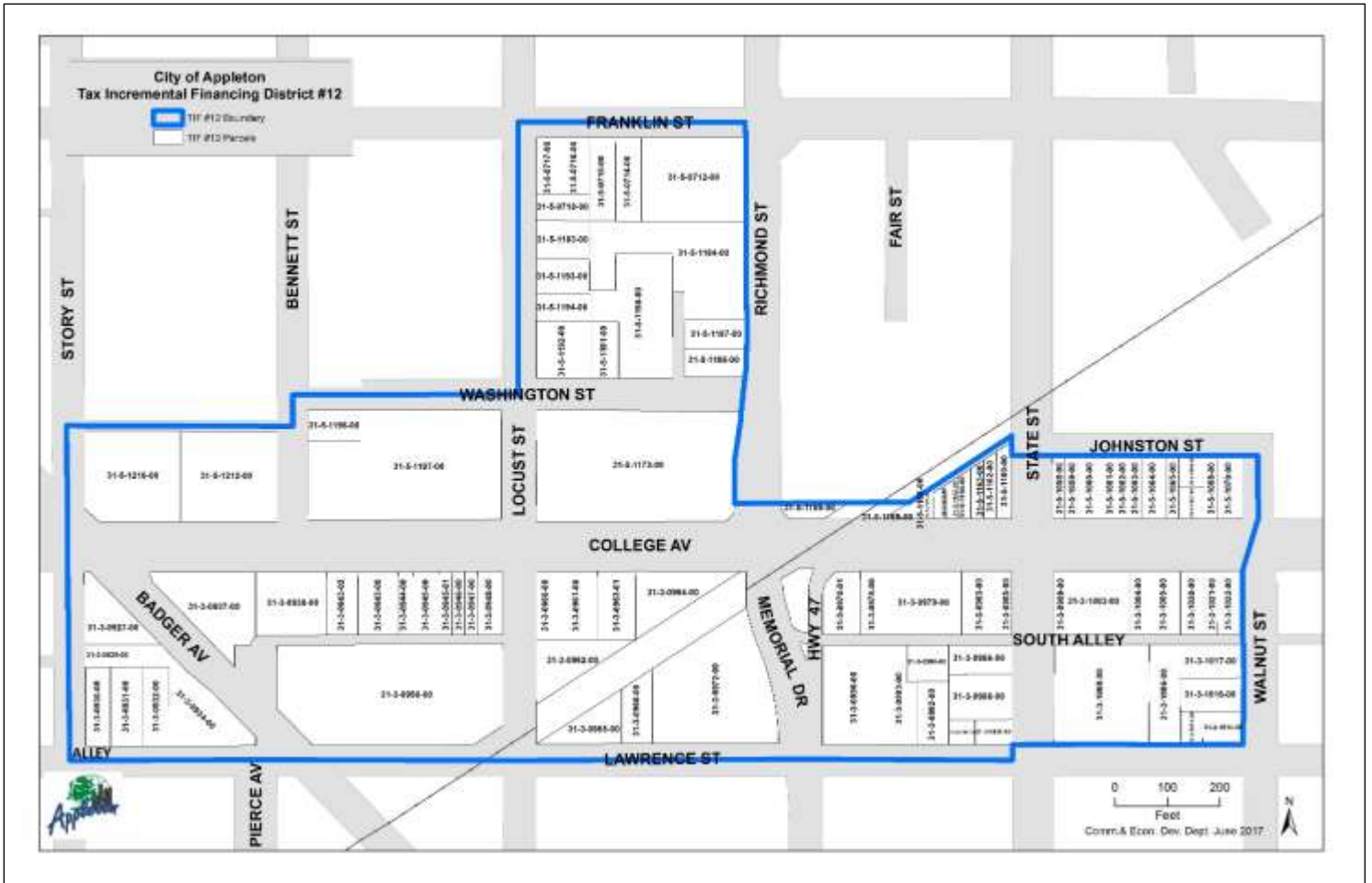
Economic Development Staff to verify that the project has been completed in accordance with the Grant Agreement.

- c. Prior to disbursement of funding, the applicant shall submit to the City of Appleton:
 - Evidence that all necessary permits have been applied for and granted, and all required zoning, building and safety inspections have occurred and have approved the work.
 - The signed Owner/Applicant Satisfaction and Payment Request Form certifying that the work has been completed to the owners/applicants satisfaction in accordance with the Grant Agreement, payment has been made to the contractor(s) and the lien waiver(s) are completed from each vendor(s)/contractor(s). See page 11 for a sample of this form.
 - A statement containing a full list of the laborers, vendors and contractors to whom payment was made for the project and the itemized amount of such payments including copies of all invoices.
- d. The City of Appleton will pay the applicant the amount of the grant on a reimbursement basis, with a maximum \$7,000 or 50% of total eligible property improvement project costs, whichever is less. Actual grant amounts will be defined in the Grant Agreement between the applicant and City. Reimbursement requests can be made on a monthly basis or as arranged with Community Development Staff. There can be no payment in advance for project costs. Up to 20% of the grant reimbursement may be withheld until the final completion of the project and submission of all lien waivers.
- e. Applicants will prominently display a sign provided by the City of Appleton during the Grant Agreement period that the property is a recipient of the City of Appleton Business Enhancement Grant.

10. City of Appleton Promotion:

The City of Appleton reserves the right to use pictures, renderings, or descriptions of the work for any promotional purposes. Before and after pictures must be documented for each Business Enhancement Grant.

TIF District # 12 Boundary Map



Sample Permission Agreement from Property Owner

Date:

City of Appleton
Community & Economic Development
100 N. Appleton Street
Appleton, WI 54911

Re: Application for Business Enhancement Grant at _____ (*insert address*)

Dear Community Development Director:

I hereby grant my permission to _____ (*insert applicant name*) to make application under the City of Appleton Business Enhancement Grant Program. I understand I will be required to jointly, with the applicant, enter into a Grant Agreement with the City of Appleton. I further grant my permission to _____ (*insert applicant name*) to complete the proposed improvements according to the Application.

I certify that I have received a copy of the Grant Program Guidelines and Application from the applicant and I am fully aware of what is being proposed. I also certify that I am the legal owner of record and that I have the authority to grant this permission to _____ (*insert applicant name*).

Sincerely,

Signature

Type Name Here

Affidavit for Business Enhancement Grant Program

We the undersigned hereby state there is no pending litigation against the City of Appleton by me, my company or any other instance in which I am directly involved.

If a grant is awarded, activities as proposed shall be completed as outlined in the Grant Agreement.

WITNESS:

Signature of Witness

Signature of Applicant

Address

Date

WITNESS:

Signature of Witness

Signature of Owner (required if the
applicant is not the owner)

Address

Date

Sample Grant Agreement

City of Appleton Business Enhancement Grant Agreement Tax Increment Financing District #12

I understand that in order for my request for a Business Enhancement Grant to be approved, I must agree to work with and cooperate with the recommendations of the City of Appleton Community & Economic Development Department and follow the Grant Program Guidelines.

I understand my project must meet the goals identified in the TIF District #7 Plan as summarized in the Purpose section of the Grant Program Guidelines.

I understand that all work must be in conformance with City of Appleton Municipal Code and ordinances and all required permits must be obtained. Work must include the correction of any known exterior building code violation. Participants in the Business Enhancement Grant Program are strongly encouraged to maintain insurance coverage in the amounts identified in the attached "Insurance Requirements - Small Exposure Jobs" during the Grant Agreement period.

I understand that any changes to the approved project improvements identified in Attachment A must be approved in writing in advance or those improvements are not eligible for funding. The approved work must be completed within one (1) year from the date of the Grant Agreement between the City of Appleton and the applicant. If extenuating circumstances require an adjustment to this deadline, the Director of Community & Economic Development will review it on a case-by-case basis.

I understand that the total project costs are my responsibility to pay with the vendor(s)/contractor(s) and the City of Appleton will reimburse me the fifty percent (50%) of the cost up to the maximum grant award for my project. The property owner must sign an Owner/Applicant Satisfaction Form when the work has been done to their approval and a lien waiver must be obtained from each contractor(s) upon payment.

All work to be done on the project shall be the sole responsibility of the property owner. The City of Appleton administers the grant project herein and the City is not responsible for any work undertaken under the grant. The Recipient and its officials, employees, agents, and the like, in consideration for receiving funds for the Business Enhancement Grant as outlined in greater detail in this agreement, agrees to indemnify, defend and hold harmless the City, and its officials, employees, agents and the like from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of the funded project described herein. In addition to the foregoing, the Recipient's indemnification of the City under this agreement shall also include any claims made by the Recipient's employees, invitees or their heirs, assigns and the like arising in any way out of the funded project when caused in whole or in part by any negligent act or omission of the Recipient, any one directly or indirectly employed by the Recipient, or anyone for whose acts any of them may be liable, except where caused by the willful misconduct of the City of Appleton.

I certify that the statements made by me in this application and the information contained in this application are true. If I fail to adhere to the terms of this Grant Agreement or the Program Guidelines, I understand that the grant funding can be canceled by the City of Appleton at the sole discretion of the Director of Community Development.

Signature of Applicant

Date

Signature of Owner

Date

City of Appleton Use Only

☐ Approved: \$_____ for property improvements

☐ Denied

Reason(s)_____

Signature of Director of Community & Economic Development

Date

Sample Owner/Applicant Satisfaction & Payment Request Form

Please complete the following form and submit it to the City of Appleton with documentation that the owner/applicant has paid the contractor(s) and vendor(s) and therefore the owner/applicant is requesting reimbursement of up to 50% of eligible project costs. A statement containing a full list of the laborers, vendors and contractors to whom payment was made for the project and the itemized amount of such payments must be attached to this request.

Note: complete the lien waiver portion of the form for **each** contractor.

Owner: _____ Applicant: _____

Business Name: _____ Address: _____

Contractor(s): _____

Owner & Applicant:

I/We hereby agree that the work outlined in our Grant Agreement has been completed to mine/our satisfaction and payment has been made to the contractor. I/We are requesting release of the City of Appleton funds in accordance with the Grant Agreement.

Owners Signature: _____ Date: _____

Owners Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

Contractor – Waiver of Lien:

For value received, I, _____ (*insert contractor/vendor name*) hereby waive all rights for claims on the land and improvements on the property located at the address above, including labor performed and materials supplied, and including those of my subcontractors, if any. As the contractor/vendor, I assume full responsibility in the event any liens for non-payment of labor and/or materials should be filed again the property.

Contract amount: \$ _____

Contractor/Vendor Signature: _____ Date: _____

Insurance Recommendation

INSURANCE REQUIREMENT - SMALL EXPOSURE JOBS

All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 general aggregate
- (b) \$1,000,000 products - completed operations aggregate
- (c) \$500,000 personal injury and advertising injury
- (d) \$500,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) The general aggregate must apply separately to this project/location

2 . BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage OR \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. BUILDER'S RISK/INSTALLATION FLOATER

A. {*Insert property/business owner*} will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor unless coverage is specifically to be purchased by the {*insert property/business owner*} and specified in the contract documents.

If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

5. ADDITIONAL PROVISIONS

*** Additional Insured**

On the General Liability Coverage & Business Automobile Coverage. *{Insert property/business owner name }*, and its officers, members, agents, employees, and authorized volunteers shall be Additional Insureds.

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the *{insert property/business owner name }*.

*** Notice -**

{Insert property/business owner name } requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**