



City of Appleton

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

Meeting Agenda - Final-revised Finance Committee

Monday, February 26, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[18-0235](#) Finance Committee minutes for February 12, 2018

Attachments: [MeetingMinutes12-Feb-2018-08-57-03.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[18-0248](#) Request to approve the following 2018 Budget adjustment:

General Fund - Public Works Department

Concrete Paving Program	+\$45,000
Oneida Bridge Lighting Project	- \$45,000

to reallocate funds to the concrete paving program in order to complete projects included in the 2018 Budget (2/3 vote required).

Attachments: [General Fund.pdf](#)

[18-0249](#) Request to approve the following 2018 Budget adjustment:

Subdivision Capital Projects Fund

Concrete Paving Program	+\$100,000
Fund Balance	+\$100,000

to provide funding to the concrete paving program in order to complete projects included in the 2018 Budget (2/3 vote required).

Attachments: [Subdivision Fund.pdf](#)

[18-0250](#) Request approval to award Unit A-18 Concrete Paving to Vinton Construction Company in the amount of \$2,045,659 with a 4.2% contingency of \$85,000 for a project total not to exceed \$2,130,659.

Attachments: [Award of Contract Unit A-18.pdf](#)

[18-0251](#) Request approval to award Unit B-18 Asphalt Pavement Reconstruction No. 2 to Vinton Construction Company in the amount of \$1,717,813 with a 2.1% contingency of \$35,500 for a project total not to exceed \$1,753,313.

Attachments: [Award of Contract Unit B-18.pdf](#)

[18-0252](#) Request to approve Fourth/Fifth Additions to Emerald Valley Development.

Attachments: [Development Agreement - Emerald Valley 4th 5th Additions.pdf](#)

[18-0032](#) Request from Developer to modify Section 3(h) of the Third Addition to Emerald Valley Development Agreement regarding timing of sidewalk installation on lots owned by the Developer.

Attachments: [Emerald Valley Agreement with proposed change.pdf](#)

Legislative History

1/8/18 Finance Committee held

[18-0279](#) Request to approve petition for annexation for 1712 East Edgewood Drive.

Attachments: [Annexation - 1712 East Edgewood Drive Resolution.pdf](#)

[18-0280](#) Request to approve petition for annexation for North Edgewood Estates.

Attachments: [Annexation - North Edgewood Estates Resolution.pdf](#)

6. Information Items

[18-0278](#) Presentation concerning response to City of Appleton request for proposal for mixed use Library project.

Attachments: [Memo to Finance&Library Bldg & Equip_2-26-18.pdf](#)
[LibraryRFP_11-16-17.pdf](#)
[Mixed Use Library Summary Grid.pdf](#)
[Scores for Mixed Use Library Project Proposals.pdf](#)

[18-0236](#) Contract 16-17 was awarded to Vinton Construction for \$563,533 with a contingency of \$30,000 for Asphalt Pavement Construction. Payments issued to date total \$458,944. Request final payment of \$22,893.63.

[18-0238](#) Contract 41-17 was awarded to Northern Electric, Inc for the 2017 Municipal Services Building lighting upgrades project in the amount of \$55,061 with a contingency of \$10,000. Change orders issued to date total \$6,507. Payments issued to date total \$52,307. Request to issue the final contract payment of \$9,260.70

Attachments: [2017 MSB Lighting Upgrades Final Payment .pdf](#)

[18-0239](#) Contract 56-17 was awarded to Cardinal Construction Co., Inc for the 2017 Wastewater Asbestos Removal and Remodeling project in the amount of \$111,415 with a contingency of 10%. Change orders issued to date total \$5,937. Payments issued to date total \$92,854. Request to issue the final contract payment of \$24,497.78.

Attachments: [2017 Wastewater Asbestos removal Final Payment .pdf](#)

[18-0247](#) Change Order #1 from LC United Painting Company, Inc., in the amount of (\$ 11,175) for the Northeast Reservoir Painting Project resulting in the construction contract being reduced from \$569,000 to \$557,825 (item also appears as an informational on the Utilities Committee agenda).

Attachments: [Change Order 1 Northeast Reservoir 02-21-18.pdf](#)

[18-0275](#)

The following 2018 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

General Fund - Library

Reimbursements - Friends of the Library	+\$17,000
Training - Administration	+\$ 500
Supplies - Administration	+\$ 1,100
Purchased Services - Administration	+\$ 1,575
Supplies - Childrens Services	+\$ 3,300
Purchased Services - Childrens Services	+\$ 2,400
Supplies - Public Services	+\$ 500
Purchased Services - Public Services	+\$ 500
Supplies - Community Partnerships	+\$ 2,500
Purchased Services - Community Partnerships	+\$ 2,800
Supplies - Network Services	+\$ 1,825

to record funds received from the Friends of the Appleton Public Library

Reimbursements	+\$27,000
Training - Administration	+\$ 4,000
Supplies - Materials Management	+\$21,000
Supplies - Community Partnerships	+\$ 2,000

to record funding received from OWLS and Ind-US Fox Valley for administrative costs and materials

[18-0276](#)

Annexation feasibility study for 3236 E Northland Avenue

Attachments: [Annexation Feasibility Study - 3236 E Northland Ave - RMB Comments.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.

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

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



City of Appleton

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

Meeting Minutes Finance Committee

Monday, February 12, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:30pm.

2. Roll call of membership

Present: 4 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers and
Alderperson Baranowski

Excused: 1 - Alderperson Croatt

3. Approval of minutes from previous meeting

[18-0177](#)

Finance Committee minutes January 22, 2018

Attachments: [MeetingMinutes22-Jan-2018-04-58-29.pdf](#)

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

Aye: 4 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers and
Alderperson Baranowski

Excused: 1 - Alderperson Croatt

4. Public Hearings/Appealances

5. Action Items

[18-0179](#)

Request to approve the following 2018 Budget adjustment:

Sanitary Sewer Reconstruction	- \$100,000
Lift Station/Forcemain Design	+\$100,000

to provide funding for sanitary sewer lift station and forcemain design per North Edgewood Estate Development Agreement.

Attachments: [North Edgewood Estates.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0198](#)

Request to approve reimbursement to Developer of \$10,000 of sanitary sewer and watermain connection fees once eight (8) homes have been constructed in the Creekside Estates Development.

Attachments: [Creekside Estates.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0200](#)

Request to award contract to Chet Wesenberg Architect, LLC for design and engineering services for the Municipal Services Building locker room renovation project for a contract of \$43,315 and a contingency of 7% for a contract not to exceed \$46,347.

Attachments: [2017 MSB Locker Room Remodel Consultant Selection.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0202](#)

Request to award the Fire Station #5 2018 Roof Replacement project contract to Kaschak Roofing, Inc in the amount of \$114,900 with a contingency of 10% for a project total not to exceed \$126,390.

Attachments: [2018 Fire Station 5 Roof Replacement_.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0203](#)

Request to award Unit W-18 Sewer & Water Main Reconstruction No. 2 to Kruczek Construction, Inc in the amount of \$1,323,323 with a 5% contingency of \$66,166 for a project total not to exceed \$1,389,489.

Attachments: [Award of Contract Unit W-18.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0205](#)

Request to approve Resolution for Reauthorization of Self Insurance.

Attachments: [Resolution Memo.pdf](#)
 [Resolution for ReAuth of Self Ins.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Baranowski

Excused: 1 - Alderson Croatt

[18-0209](#)

The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of conferring with legal counsel regarding pending litigation concerning the Village of Fox Crossing pursuant to §19.85(1)(g) and reconvene into open session.

Alderson Baranowski moved, seconded by Alderson Lobner, to convene in Closed Session. Roll Call. Motion carried by the following vote:

Aye: 4 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers and Alderperson Baranowski

Excused: 1 - Alderperson Croatt

Alderperson Baranowski moved, seconded by Alderperson Siebers, to rise and report, returning into open session. Upon vote, motion carried unanimously.

Aye: 4 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers and Alderperson Baranowski

Excused: 1 - Alderperson Croatt

6. Information Items

[18-0178](#)

Contract 73-16 was awarded to August Winter & Sons, Inc for \$213,775 with a contingency of \$21,378 for Arbutus Park Stormwater Lift Station Reconstruction. Change orders were approved totaling \$45,925. Final contract amount is \$259,700 with a contingency of \$25,878. Payments issued to date total \$246,715. Request final payment of \$12,985.

This Presentation was received and filed

[18-0199](#)

Contract 2-17 was awarded to Vinton Construction for \$224,135 with a contingency of \$22,413 for Sanitary Sewer & Water Main CTH JJ & Lightning Drive. Change orders were approved totaling \$20,797. Final contract amount is \$244,932 with a contingency of \$1,616. Payments issued to date total \$217,438.14. Request final payment of \$27,493.41.

This Presentation was received and filed

[18-0201](#)

Contract 48-17 was awarded to B & P Mechanical, Inc for the City of Appleton Parks, Recreation, and Facilities Management Building 2017 HVAC Replacement project in the amount of \$401,000 with a contingency of \$20,500. Change orders issued to date total \$14,292. Payments issued to date total \$388,203.25. Request to issue the final contract payment in the amount of \$27,088.75.

Attachments: [2017 PRFMD HVAC Replacement Final Payment .pdf](#)

This Presentation was received and filed

[18-0204](#)

Change Order No. 3 to contract 43-17 for Unit AA-17/X-17 Cotter Street Stormwater improvements/Sewer and Water Reconstruction No. 2 for an additional sanitary sewer main and lateral quantities in the amount of \$3,495 resulting in a decrease to the contingency from \$63,383 to \$59,888. No change to overall contract amount.

Attachments: [Unit AA-17 ~ X-17 Change Order No.3.pdf](#)

This Presentation was received and filed

7. Adjournment

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the be adjourned. Roll Call. Motion carried by the following vote:

Aye: 4 - Aldersperson Plank, Aldersperson Lobner, Aldersperson Siebers and Aldersperson Baranowski

Excused: 1 - Aldersperson Croatt



MEMO

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

TO: Finance Committee

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

DATE: February 21, 2018

SUBJECT: Request approval to reallocate funds in the amount of \$45,000 budgeted in 2018 for Oneida Skyline Bridge Street Lighting to the 2018 Concrete Paving Program and re-budget for the street lighting project in 2019.

The Department of Public Works recently opened bids for our 2018 Concrete Paving Program and they came in over budget. In order to complete all concrete paving budgeted in General Fund, we propose to delay the Oneida Street Skyline Bridge Street Lighting Project. We would then re-budget for that project in conjunction with the Oneida Street Bridge Project over Jones Park in 2019.

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



MEMO

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

TO: Finance Committee

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

DATE: February 21, 2018

SUBJECT: **Request authority to use New Subdivision Fund Balance in the amount of \$100,000 in order to accomplish all projects included in the 2018 New Subdivision Concrete Paving Program.**

The Department of Public Works recently opened bids for our 2018 Concrete Paving Program and they came in over budget. In order to complete all concrete paving budgeted in the New Subdivision Fund, we request authority to use New Subdivision Fund Balance in an amount of \$100,000.

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

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 A-18 Concrete Paving

Be awarded to:

Name: Vinton Construction
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : \$2,045,658.65

With a 4.2 **% contingency of :** \$85,000.00

For a project total not to exceed : \$2,130,658.65

**** OR ****

In an amount Not To Exceed : _____

Budget: \$2,167,060.00
Estimate: _____
Committee Date: 02/26/18
Council Date: 03/07/18

CONCRETE PAVEMENT

Unit A-18

January 22, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Michels Corporation	
				Unit Price	Total	Unit Price	Total
1.	Furnish & Install 7" Plain Concrete Pavement	14,330	sq. yds.	\$30.49	\$436,921.70	\$35.55	\$509,431.50
2.	Furnish & Install 8" 3-Day High Early Concrete Pavement	150	sq. yds.	\$38.00	\$5,700.00	\$38.69	\$5,803.50
3.	Furnish & Install 8" Doweled Concrete Pavement	21,050	sq. yds.	\$36.09	\$759,694.50	\$41.30	\$869,365.00
4.	Furnish & Install 12" Stone Base	5,937	sq. yds.	\$6.95	\$41,262.15	\$10.22	\$60,676.14
5.	Excavation	3,307	cu. yds.	\$14.35	\$47,455.45	\$10.51	\$34,756.57
6.	Furnish & Install Geogrid	5,937	sq. yds.	\$1.75	\$10,389.75	\$2.48	\$14,723.76
7.	Fine Grading	30,956	sq. yds.	\$1.00	\$30,956.00	\$1.75	\$54,173.00
8.	Excavate & Haul Contaminated Soil	300	ton	\$0.01	\$3.00	\$57.53	\$17,259.00
9.	Furnish & Install Extra Stone Base	350	ton	\$13.50	\$4,725.00	\$21.61	\$7,563.50
10.	Furnish & Install 18" Concrete Curb & Gutter	55	lin.ft.	\$24.00	\$1,320.00	\$24.00	\$1,320.00
11.	Furnish & Install 30" Concrete Curb & Gutter	170	lin.ft.	\$22.00	\$3,740.00	\$22.00	\$3,740.00
12.	Furnish & Install 7" Concrete Driveway Apron	4,360	sq.ft.	\$5.15	\$22,454.00	\$7.12	\$31,043.20
13.	Furnish & Install 5" Concrete Driveway Apron	4,805	sq.ft.	\$4.30	\$20,661.50	\$6.61	\$31,761.05
14.	Furnish & Install 7" Concrete Sidewalk	1,640	sq.ft.	\$5.15	\$8,446.00	\$7.54	\$12,365.60
15.	Furnish & Install 5" Concrete Sidewalk	50,480	sq.ft.	\$3.77	\$190,309.60	\$6.86	\$346,292.80
16.	Furnish & Install 4" Concrete Sidewalk	17,310	sq.ft.	\$3.90	\$67,509.00	\$6.51	\$112,688.10
17.	Furnish & Install 7" Concrete Handicap Ramp	3,000	sq.ft.	\$5.55	\$16,650.00	\$8.09	\$24,270.00
18.	Furnish & Install Truncated Dome	472	sq.ft.	\$28.00	\$13,216.00	\$28.00	\$13,216.00
19.	Furnish & Install 7" Private Concrete Driveway	100	sq.ft.	\$5.15	\$515.00	\$14.93	\$1,493.00
20.	Furnish & Install 5" Private Concrete Driveway	200	sq. ft.	\$4.30	\$860.00	\$11.74	\$2,348.00
21.	Furnish & Install 3" Private Asphalt Driveway	3,120	sq. ft.	\$6.75	\$21,060.00	\$8.58	\$26,769.60
22.	Concrete Pavement Removal	8,245	sq. yds.	\$3.00	\$24,735.00	\$4.77	\$39,328.65
23.	Asphalt Pavement Removal	25,046	sq. yds.	\$1.00	\$25,046.00	\$1.87	\$46,836.02
24.	Concrete Curb & Gutter Removal	100	lin.ft.	\$0.01	\$1.00	\$6.99	\$699.00
25.	Asphalt & Concrete Driveway Apron Removal	8,241	sq.ft.	\$0.40	\$3,296.40	\$0.97	\$7,993.77
26.	Asphalt & Concrete Handicap Ramp Removal	2,286	sq.ft.	\$0.60	\$1,371.60	\$1.03	\$2,354.58
27.	Asphalt & Concrete Sidewalk Removal	6,680	sq. ft.	\$0.60	\$4,008.00	\$2.58	\$17,234.40
28.	Private Concrete Drive Removal	300	sq. ft.	\$0.60	\$180.00	\$6.97	\$2,091.00
29.	Private Asphalt Drive Removal	2,920	sq. ft.	\$0.40	\$1,168.00	\$2.49	\$7,270.80
30.	Full Depth Saw Cut	1,566	lin.ft.	\$2.00	\$3,132.00	\$2.85	\$4,463.10
31.	Drill Tie Bars	494	each	\$7.00	\$3,458.00	\$12.50	\$6,175.00
32.	Horizontal Curb Head Sawcut	52	lin.ft.	\$15.00	\$780.00	\$25.00	\$1,300.00
33.	Furnish & Install Terrace Restoration	24,260	sq. yds.	\$5.75	\$139,495.00	\$5.75	\$139,495.00
34.	Furnish & Install Seed, Fertilizer, & Mulch	24,260	sq. yds.	\$0.70	\$16,982.00	\$0.70	\$16,982.00
35.	Furnish & Install Seed, Fertilizer, & Class 1 Urban Erosion Mat, Type B	235	sq. yds.	\$2.50	\$587.50	\$250.00	\$58,750.00
36.	Furnish & Install D.O.T. "D" Inlet Protection	115	each	\$80.00	\$9,200.00	\$100.00	\$11,500.00

CONCRETE PAVEMENT

Unit A-18

January 22, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Michels Corporation	
				Unit Price	Total	Unit Price	Total
37.	Curlex Sediment Log	4	each	\$125.00	\$500.00	\$125.00	\$500.00
38.	Adjust Storm Manhole Casting	38	each	\$25.00	\$950.00	\$250.00	\$9,500.00
39.	Adjust Sanitary Manhole Casting	31	each	\$25.00	\$775.00	\$250.00	\$7,750.00
40.	Adjust Inlet Casting	67	each	\$25.00	\$1,675.00	\$250.00	\$16,750.00
41.	Remove Inlet/Manhole	13	each	\$290.00	\$3,770.00	\$500.00	\$6,500.00
42.	Abandon Inlet/Lead	2	each	\$290.00	\$580.00	\$750.00	\$1,500.00
43.	Furnish & Install Sanitary Manhole Casting Only	6	each	\$229.00	\$1,374.00	\$450.00	\$2,700.00
44.	Furnish & Install Storm Manhole Casting Only	6	each	\$215.00	\$1,290.00	\$450.00	\$2,700.00
45.	Furnish & Install "E" Inlet Casting Only	29	each	\$368.00	\$10,672.00	\$595.00	\$17,255.00
46.	Furnish & Install "C" Inlet Casting Only	4	each	\$355.00	\$1,420.00	\$580.00	\$2,320.00
47.	Furnish & Install "C" Inlet w/Casting	2	each	\$1,935.00	\$3,870.00	\$2,500.00	\$5,000.00
48.	Furnish & Install "E" Inlet w/Casting	6	each	\$1,948.00	\$11,688.00	\$2,500.00	\$15,000.00
49.	Furnish & Install Yard Drain	6	each	\$1,525.00	\$9,150.00	\$2,150.00	\$12,900.00
50.	Remove & Replace 12" Slotted Drain	43	lin.ft.	\$75.00	\$3,225.00	\$135.00	\$5,805.00
51.	Furnish & Install 12" Storm Sewer Inlet Lead	283	lin.ft.	\$75.00	\$21,225.00	\$57.00	\$16,131.00
52.	Furnish & Install 6" Storm Lateral	25	lin.ft.	\$24.00	\$600.00	\$49.00	\$1,225.00
53.	Storm Lateral Hook-up	2	each	\$100.00	\$200.00	\$250.00	\$500.00
54.	Furnish & Install 6" Mini Sewer	50	lin.ft.	\$24.00	\$1,200.00	\$49.00	\$2,450.00
55.	Furnish & Install 6" Storm Riser	10	lin.ft.	\$24.00	\$240.00	\$51.00	\$510.00
56.	Connect Sump Pump	2	each	\$50.00	\$100.00	\$350.00	\$700.00
57.	Furnish & Install Sanitary Manhole - (0" - 12")	12	each	\$25.00	\$300.00	\$750.00	\$9,000.00
58.	Furnish & Install Sanitary Manhole - (12"-18")	13	each	\$25.00	\$325.00	\$850.00	\$11,050.00
59.	Furnish & Install Sanitary Manhole - (18"+)	12	each	\$25.00	\$300.00	\$900.00	\$10,800.00
60.	Notify Property Owners	1	lump sum	\$2,000.00	\$2,000.00	\$27,785.00	\$27,785.00
61.	Remove Existing Pavement Marking	400	lin.ft.	\$0.50	\$200.00	\$0.50	\$200.00
62.	Remove Existing Pavement Marking, Arrows/Symbols	3	each	\$60.00	\$180.00	\$60.00	\$180.00
63.	Pavement Marking (Epoxy) (4")	6,100	lin.ft.	\$0.63	\$3,843.00	\$0.63	\$3,843.00
64.	Pavement Marking (Epoxy) (6") (Bike Lanes)	4,675	lin.ft.	\$1.00	\$4,675.00	\$1.00	\$4,675.00
65.	Pavement Marking (Epoxy) (8")	250	lin.ft.	\$1.85	\$462.50	\$1.85	\$462.50
66.	Pavement Marking (Epoxy) (12")	225	lin.ft.	\$4.00	\$900.00	\$4.00	\$900.00
67.	Pavement Marking (Epoxy) (Arrows & Symbols)	24	each	\$145.00	\$3,480.00	\$145.00	\$3,480.00
68.	Furnish & Install Traffic Control	1	lump sum	\$15,200.00	\$15,200.00	\$11,500.00	\$11,500.00
69.	Canadian National Insurance, Permitting, & Training	1	lump sum	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00

\$2,045,658.65

\$2,767,104.14

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

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

Unit B-18 Asphalt Paving

Be awarded to:

Name: Vinton Construction
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : \$1,717,812.95

With a 2.1 % contingency of : \$35,500.00

For a project total not to exceed : \$1,753,312.95

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,919,678.00
Estimate: _____
Committee Date: 02/26/18
Council Date: 03/07/18

ASPHALT PAVEMENT

Unit B-18

February 5, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units
1.	Furnish & Install 8" Plain Concrete Pavement	300	sq. yds.
2.	Furnish & Install 8" Doweled Concrete Pavement	510	sq. yds.
3.	Furnish & Install 8" 3-Day High Early Concrete Pavement	50	sq. yds.
4.	Furnish & Install 12" Stone Base	34,810	sq. yds.
5.	Excavation	15,700	cu. yds.
6.	Furnish & Install Geogrid	34,750	sq. yds.
7.	Furnish & Install Extra Stone Base	500	ton
8.	Furnish & Install 30" Concrete Curb & Gutter	16,650	lin. ft.
9.	Furnish & Install 30" Concrete Curb & Gutter -- Spot	1,700	lin. ft.
10.	Furnish & Install 12" Concrete Curb Head Along Radius	1,700	lin. ft.
11.	Furnish & Install 7" Concrete Driveway Apron	30	sq. ft.
12.	Furnish & Install 5" Concrete Driveway Apron	21,450	sq. ft.
13.	Furnish & Install 7" Concrete Sidewalk	35	sq. ft.
14.	Furnish & Install 5" Concrete Sidewalk	10,600	sq. ft.
15.	Furnish & Install 4" Concrete Sidewalk	58,200	sq. ft.
16.	Furnish & Install 7" Concrete Handicap Ramp	6,600	sq. ft.
17.	Furnish & Install Truncated Dome	1,050	sq. ft.
18.	Furnish & Install 7" Private Concrete Driveway	50	sq. ft.
19.	Furnish & Install 5" Private Concrete Driveway	250	sq. ft.
20.	Concrete Pavement Removal	4,800	sq. yds.
21.	Asphalt Pavement Removal	26,000	sq. yds.
22.	Concrete Curb & Gutter Removal	18,575	lin. ft.
23.	Asphalt & Concrete Driveway Apron Removal	19,100	sq. ft.
24.	Asphalt & Concrete Handicap Ramp Removal	5,650	sq. ft.
25.	Asphalt & Concrete Sidewalk Removal	68,750	sq. ft.
26.	Private Concrete Drive Removal	300	sq. ft.
27.	Private Asphalt Drive Removal	100	sq. ft.
28.	Full Depth Saw Cut	4,800	lin. ft.
29.	Drill Tie Bars	860	each

Vinton Construction		Peters Concrete		RC Excavating		Sommers Construction	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$55.50	\$16,650.00	\$49.50	\$14,850.00	\$50.00	\$15,000.00	\$58.00	\$17,400.00
\$55.50	\$28,305.00	\$55.00	\$28,050.00	\$55.55	\$28,330.50	\$64.90	\$33,099.00
\$60.00	\$3,000.00	\$54.00	\$2,700.00	\$54.55	\$2,727.50	\$68.50	\$3,425.00
\$7.42	\$258,290.20	\$6.98	\$242,973.80	\$8.00	\$278,480.00	\$7.65	\$266,296.50
\$13.00	\$204,100.00	\$10.29	\$161,553.00	\$14.40	\$226,080.00	\$12.20	\$191,540.00
\$1.70	\$59,075.00	\$1.69	\$58,727.50	\$1.60	\$55,600.00	\$1.95	\$67,762.50
\$13.00	\$6,500.00	\$9.50	\$4,750.00	\$12.00	\$6,000.00	\$13.00	\$6,500.00
\$13.20	\$219,780.00	\$12.25	\$203,962.50	\$12.35	\$205,627.50	\$12.45	\$207,292.50
\$27.50	\$46,750.00	\$24.00	\$40,800.00	\$24.25	\$41,225.00	\$24.45	\$41,565.00
\$12.75	\$21,675.00	\$12.00	\$20,400.00	\$12.15	\$20,655.00	\$12.45	\$21,165.00
\$5.35	\$160.50	\$5.50	\$165.00	\$5.55	\$166.50	\$5.15	\$154.50
\$4.55	\$97,597.50	\$4.20	\$90,090.00	\$4.25	\$91,162.50	\$4.40	\$94,380.00
\$5.35	\$187.25	\$5.50	\$192.50	\$5.55	\$194.25	\$5.15	\$180.25
\$4.55	\$48,230.00	\$4.20	\$44,520.00	\$4.25	\$45,050.00	\$4.40	\$46,640.00
\$4.20	\$244,440.00	\$3.95	\$229,890.00	\$4.00	\$232,800.00	\$4.05	\$235,710.00
\$5.60	\$36,960.00	\$4.95	\$32,670.00	\$5.00	\$33,000.00	\$5.35	\$35,310.00
\$28.00	\$29,400.00	\$28.00	\$29,400.00	\$28.30	\$29,715.00	\$28.00	\$29,400.00
\$5.35	\$267.50	\$4.75	\$237.50	\$4.80	\$240.00	\$5.15	\$257.50
\$4.55	\$1,137.50	\$4.25	\$1,062.50	\$4.30	\$1,075.00	\$4.40	\$1,100.00
\$3.00	\$14,400.00	\$6.60	\$31,680.00	\$3.00	\$14,400.00	\$5.85	\$28,080.00
\$1.00	\$26,000.00	\$2.90	\$75,400.00	\$1.40	\$36,400.00	\$1.25	\$32,500.00
\$2.50	\$46,437.50	\$2.50	\$46,437.50	\$2.10	\$39,007.50	\$2.15	\$39,936.25
\$0.40	\$7,640.00	\$0.50	\$9,550.00	\$0.50	\$9,550.00	\$0.55	\$10,505.00
\$0.70	\$3,955.00	\$0.45	\$2,542.50	\$0.50	\$2,825.00	\$0.65	\$3,672.50
\$0.70	\$48,125.00	\$0.45	\$30,937.50	\$0.50	\$34,375.00	\$0.80	\$55,000.00
\$0.70	\$210.00	\$0.50	\$150.00	\$1.10	\$330.00	\$0.80	\$240.00
\$0.70	\$70.00	\$0.50	\$50.00	\$3.60	\$360.00	\$0.80	\$80.00
\$2.50	\$12,000.00	\$2.30	\$11,040.00	\$1.75	\$8,400.00	\$2.00	\$9,600.00
\$8.00	\$6,880.00	\$7.00	\$6,020.00	\$7.10	\$6,106.00	\$7.00	\$6,020.00

ASPHALT PAVEMENT

Unit B-18

February 5, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Peters Concrete		RC Excavating		Sommers Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
30.	Furnish & Install Terrace Restoration	16,800	sq. yds.	\$5.75	\$96,600.00	\$6.36	\$106,848.00	\$6.00	\$100,800.00	\$5.75	\$96,600.00
31.	Furnish & Install Seed, Fertilizer, & Mulch	16,800	sq. yds.	\$0.70	\$11,760.00	\$0.96	\$16,128.00	\$1.00	\$16,800.00	\$0.70	\$11,760.00
32.	Furnish & Install D.O.T. "D" Inlet Protection	110	each	\$85.00	\$9,350.00	\$125.00	\$13,750.00	\$130.00	\$14,300.00	\$100.00	\$11,000.00
33.	Adjust Storm Manhole Casting	65	each	\$25.00	\$1,625.00	\$325.00	\$21,125.00	\$250.00	\$16,250.00	\$300.00	\$19,500.00
34.	Adjust Sanitary Manhole Casting	50	each	\$25.00	\$1,250.00	\$325.00	\$16,250.00	\$250.00	\$12,500.00	\$300.00	\$15,000.00
35.	Adjust Inlet Casting	80	each	\$25.00	\$2,000.00	\$250.00	\$20,000.00	\$175.00	\$14,000.00	\$275.00	\$22,000.00
36.	Furnish & Install 48" Storm Manhole	25	vert.ft.	\$180.00	\$4,500.00	\$250.00	\$6,250.00	\$88.00	\$2,200.00	\$350.00	\$8,750.00
37.	Furnish & Install Sanitary Manhole Casting Only	5	each	\$336.00	\$1,680.00	\$375.00	\$1,875.00	\$460.00	\$2,300.00	\$400.00	\$2,000.00
38.	Furnish & Install Storm Manhole Casting Only	5	each	\$315.00	\$1,575.00	\$350.00	\$1,750.00	\$440.00	\$2,200.00	\$400.00	\$2,000.00
39.	Furnish & Install "C" Inlet Casting Only	5	each	\$455.00	\$2,275.00	\$475.00	\$2,375.00	\$580.00	\$2,900.00	\$525.00	\$2,625.00
40.	Furnish & Install "E" Inlet Casting Only	5	each	\$470.00	\$2,350.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$575.00	\$2,875.00
41.	Furnish & Install "C" Inlet w/Casting	10	each	\$1,935.00	\$19,350.00	\$1,500.00	\$15,000.00	\$2,175.00	\$21,750.00	\$2,000.00	\$20,000.00
42.	Furnish & Install "E" Inlet w/Casting	15	each	\$1,948.00	\$29,220.00	\$1,625.00	\$24,375.00	\$2,200.00	\$33,000.00	\$2,050.00	\$30,750.00
43.	Furnish & Install 12" Storm Sewer Inlet Lead	135	lin.ft.	\$75.00	\$10,125.00	\$50.00	\$6,750.00	\$74.00	\$9,990.00	\$100.00	\$13,500.00
44.	Furnish & Install 6" Storm Lateral/Mini Sewer	50	lin.ft.	\$24.00	\$1,200.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$40.00	\$2,000.00
45.	Furnish & Install 6" Storm Riser	20	lin.ft.	\$24.00	\$480.00	\$30.00	\$600.00	\$25.00	\$500.00	\$40.00	\$800.00
46.	Connect Sump Pump	5	each	\$10.00	\$50.00	\$20.00	\$100.00	\$250.00	\$1,250.00	\$100.00	\$500.00
47.	Connect Mini Storm Sewer	5	each	\$10.00	\$50.00	\$30.00	\$150.00	\$250.00	\$1,250.00	\$100.00	\$500.00
48.	Remove Inlet/Manhole	10	each	\$290.00	\$2,900.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$350.00	\$3,500.00
49.	Abandon Inlet/Lead	10	each	\$290.00	\$2,900.00	\$300.00	\$3,000.00	\$400.00	\$4,000.00	\$100.00	\$1,000.00
50.	Furnish & Install Sanitary Manhole Chimney Seal - (0" - 12")	20	each	\$25.00	\$500.00	\$400.00	\$8,000.00	\$425.00	\$8,500.00	\$150.00	\$3,000.00
51.	Furnish & Install Sanitary Manhole Chimney Seal - (12" - 18")	20	each	\$25.00	\$500.00	\$475.00	\$9,500.00	\$440.00	\$8,800.00	\$425.00	\$8,500.00
52.	Furnish & Install Sanitary Manhole Chimney Seal - (18"++)	15	each	\$25.00	\$375.00	\$525.00	\$7,875.00	\$465.00	\$6,975.00	\$450.00	\$6,750.00
53.	Notify Property Owners	1	lump sum	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
54.	Pavement Marking (Epoxy)(6")(Crosswalk)	500	lin.ft.	\$4.80	\$2,400.00	\$4.80	\$2,400.00	\$5.00	\$2,500.00	\$4.80	\$2,400.00
55.	Pavement Marking (Epoxy)(18")	300	lin.ft.	\$6.90	\$2,070.00	\$6.90	\$2,070.00	\$7.00	\$2,100.00	\$6.90	\$2,070.00
56.	Furnish & Install Traffic Control	1	lump sum	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$21,500.00	\$21,500.00	\$19,500.00	\$19,500.00
57.	Excavate & Haul Contaminated Soil	500	ton	\$0.01	\$5.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00	\$0.01	\$5.00
				\$1,717,812.95		\$1,736,722.80		\$1,789,497.25		\$1,799,696.50	

FOURTH/FIFTH ADDITIONS TO EMERALD VALLEY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911, ("City") and, **Emerald Valley Estates, LLC**, a limited liability corporation with a business address of 1718 Van Zeeland Court, Little Chute, WI 54140, the owner and developer ("Developer") of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Fourth and Fifth Additions to Emerald Valley, residential subdivisions on property within the corporate limits of the City ("Proposed Developments"), described in *Exhibits 1 & 2* (Legal Descriptions provided by Developer) attached hereto; and

WHEREAS, Final Plats of the Fourth and Fifth Additions to Emerald Valley Subdivision, shown in *Exhibits 3 & 4* (provided by Developer) attached hereto, have been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Developments; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Developments;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in each of the Proposed Developments, to the standards set forth by the City and pursuant to paragraph 4 below:
 - a. Sanitary sewer mains, manholes and laterals
 - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
 - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures
 - e. Street Lights
 - f. All other infrastructure required for the developments not specifically set forth in this agreement

2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items for each development.

3. The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing* (shown in **Exhibit 5**) for each development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. Sanitary Sewer Area Assessment
- b. Televising of sanitary and storm sewer lines
- c. Street Name Signs
- d. Traffic Control Signs
- e. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- f. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3f for each development are attached hereto as **Exhibits 6 & 7**. The actual final costs for items 3a-3f will be used as the basis for the amount of the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for each Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Developments under the supervision of City of Appleton inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Developments. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plats shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Developments and this agreement.

8. The Developer shall establish a level loop on the hydrant(s) in the Proposed Developments and a copy of all benchmarks shall be provided to the City.

9. The City agrees to accept the dedication of all the Public Improvements in the Proposed Developments, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

10. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Developments, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.
11. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Developments have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.
12. The schedule for the Proposed Developments shall be as follows:
- a. Infrastructure installation may commence in each development after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.
 - b. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.
13. The City agrees to waive any parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, in exchange for parkland dedications and conveyances previously completed as part of the original Emerald Valley Development along with future planned phases of the Development, in accordance with Item 20 of the original Development Agreement for Emerald Valley Estates dated July 17, 2006.
14. The City agrees to waive all Administrative Fees and all costs related to the installation of Temporary Asphalt Pavement for both developments.
15. The City agrees to reimburse Developer an amount equal to 50% of in-lieu-of fees required by the Wisconsin Department of Natural Resources as part of the Individual Wetlands Permit for the Fourth Addition to Emerald Valley Development. This reimbursement will occur once a total of six homes have been fully constructed and are ready for occupancy.
16. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
17. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights in the Proposed Developments. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also

sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

18. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

a. The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

19. The Developer represents and warrants to the City that Developer is a Limited Liability Corporation, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

a. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's limited liability corporation bylaws or agreements or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.

20. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that either of the Proposed Developments has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Developments.

21. This Agreement, along with *Exhibits 1 through 7*, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

22. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

23. This Agreement may not be modified or amended, except when placed in writing, with the written consent of both the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

EMERALD VALLEY ESTATES, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)

: ss.

_____ COUNTY)

Personally came before me on this ____ day of _____, 2018, the above-named persons, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

My commission is/expires: _____

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this _____ day of _____, 2018, the above-named Timothy M. Hanna and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission is/expires: _____

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

Approved as to Form:

Tony Saucerman, Director of Finance

James P. Walsh, City Attorney

This instrument was drafted by:
James P. Walsh, Appleton City Attorney

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February 2018

509-5531-1
4-534-005

DATE MAY 2017
SCALE 1" = 60'
COMPUTER FILE 1-534-005.dwg

FOURTH ADDITION TO EMERALD VALLEY
PART OF THE NORTHWEST 1/4, NORTHEAST 1/4,
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
SECTION 6, TOWNSHIP 21 NORTH, RANGE 18 EAST,
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

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Fourth Addition to Emerald Valley

Number of Lots: 15
 Lot Area: 194,500 Square Feet
 Amethyst Drive - 110' n/o Bluetopaz Drive to 110' s/o Aquamarine Avenue
 Total C/L Footage: 690'
 Total Pavement Area (33' wide road): 2,530 SY

Developer: Emerald Valley Estates, LLC

Unit No.: S-18

Project Engineer: Mark Kilheffer

Work Order:

Exhibit 6

February 21, 2018

DESCRIPTION	TOTAL PROJECT COSTS	DEVELOPER COSTS	CITY COSTS	Special Assessments (2018) (ESTIMATED)	Special Assessments (2022) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$5,175.00	\$0.00	\$5,175.00	\$0.00	\$0.00	4010	(690 C/L Ft.) x (\$7.50 / C/L Ft.)
Sanitary Sewer Area Assessment	\$5,344.86	\$0.00	\$5,344.86	\$5,344.86	\$0.00	5431	(\$27.48/1000 s.f.)*(194,500 s.f.)
Sewer Televising (estimated cost)	\$966.00	\$0.00	\$966.00	\$966.00	\$0.00	5427 5222	(1,380 Feet) x (\$0.70 / Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$1,380.00	\$0.00	\$1,380.00	\$1,380.00	\$0.00	4010	(690 C/L Ft.) x (\$2.00 / C/L Ft.)
Temporary Asphalt (estimated cost)	\$37,950.00	\$0.00	\$37,950.00	\$0.00	\$0.00	4010	(2,530 s.y.) x (\$15.00/s.y.)
Concrete Pavement (estimated cost)	\$120,750.00	\$0.00	\$120,750.00	\$0.00	\$120,750.00	4010	(690 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	4010	(2,000 s.f.) x (\$4.00/s.f.)
Wetland Fee payment to DNR (50% reimbursement)	\$36,850.00	\$0.00	\$36,850.00	\$0.00	\$0.00	4010	(\$73,700) / 2
Sanitary Sewer	\$0.00	\$0.00	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$0.00	\$0.00	\$0.00			5230	Private Contractor hired by Developer
Wetland Permit In-Lieu -of fee payment to DNR (50%)	\$73,700.00	\$0.00	\$73,700.00			4010	Developer Payment to DNR
Water Main	\$0.00	\$0.00	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$0.00	\$0.00	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$0.00	\$20,978.12	-\$20,978.12			4010	Private Contractor hired by Developer
TOTALS	\$290,115.86	\$20,978.12	\$269,137.74	\$7,690.86	\$128,750.00		

[illegible]

LOCATION MAP
SECTION 5, T. 21 N., R. 18 E.
CITY OF APPLETON, OUTAGAMIE COUNTY

N. LINCOLN ROAD
N. JACKSON ROAD
E. BROADWAY DRIVE
E. GRANDWOOD DRIVE
E. 1ST AVENUE

FIFTH ADDITION
TO EMERALD VALLEY

BENCHMARK DATA		
D.	DESCRIPTION:	ELEVATION:
M1	HYDRAUNT ELEVATION ON TOP SHOULDER, CITY NO. 3312	754.45
M2	HYDRAUNT ELEVATION ON TOP SHOULDER, CITY NO. 3784	752.51
M3	HYDRAUNT ELEVATION ON TOP SHOULDER, CITY NO. 3785	752.73
M4	HYDRAUNT ELEVATION ON TOP SHOULDER, CITY NO. 3791	752.64

BENCHMARKS ARE ON CITY OF ABERDEEN DATUM

BEARINGS ARE REFERENCED TO THE OUTCAME
COUNTY COORDINATE SYSTEM WHICH HAS
THE SOUTH LINE OF THE SOUTHEAST 1/4
OF SECTION 8, BEARING N 88°19'38" W

OWNER AND DEVELOPER
BOB DEBBICH
EMERALD VALLEY ESTATES, "A/C"
2100 FREEDOM ROAD
LITTLE CUTE, NC 54140
PHONE: 920-731-8111

CITY OF ARLINGTON
L PROBLEM (THE EXISTENCE OF HAZARDOUS
ET. THE OWNER/SUPPLY-DEER UNDERSTANDS

TRACTION, -INSTALLATION OR GRINDING IS
 ROILING & SANITATION OFFICE.
 U THE CHAIRMAN OR GRINDING THE

...MAY BE USED FOR THE PURPOSES OF THE
...STABILISED ELEVATIONS.
...MAY BE USED FOR THE PURPOSES OF THE

1/4, SECTION 6, "BOXSHIP 21 NORTH,
BE FULLY DESCRIBED AS FOLLOWS:

RECORDS MAINTAINED SEPARATELY FROM OTHERS
POINT OF BEGINNING;
SURVEY MAP NO. 631-1

EDITION

TO THE POINT

UNCOMMON ELEMENT	—3—
OVERSAMPLING POWER	—10—
MAPPED WITH/AS	4

Symbol	Description
—+—	EXIST, FENCE LINE
◆	BOH
◇	EXIST, HYDRANT
○	EXIST, FIRE ALARM BOX

<input type="checkbox"/>	ELECTRIC PEDISTAL
<input type="checkbox"/>	CABLE PEDISTAL
<input checked="" type="checkbox"/>	WATER VALVE

STORM WALL
YARD DRIVE
EAST SANITARY MAN
EAST, SAN, BRICK

1" = 24" HIGH P&C
1" = 1/8" HIGH P&C

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Fifth Addition to Emerald Valley

Amethyst Drive - 127' w/o Providence Avenue to Bluetopaz Drive

Bluetopaz Drive - Amethyst Drive to 152' w/o Providence Avenue

Total C/L Footage: 1095'

Total Pavement Area (33' wide street): 4,040 SY

Number of Lots: 23

Total Lot Area: 313,822 S.F.

Developer: Emerald Valley Estates, LLC

Unit No.: AA-18

Project Engineer: Mark Kilheffer

Work Order:

Exhibit 7

February 21, 2018

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2018) (ESTIMATED)	Special Assessments (2022) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$8,212.50	\$0.00	\$8,212.50	\$0.00	\$0.00	4010	(1095 C/L Ft.) x (\$7.50 / C/L. Ft.)
Sanitary Sewer Area Assessment	\$8,623.83	\$0.00	\$8,623.83	\$8,623.83	\$0.00	5431	(\$27.48/1000 s.f.)*(313,822 s.f.)
Sewer Televising (estimated cost)	\$1,190.00	\$0.00	\$1,190.00	\$1,190.00	\$0.00	5427 5222	(1,700 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$2,190.00	\$0.00	\$2,190.00	\$2,190.00	\$0.00	4010	(1095 C/L Ft.) x (\$2.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$60,600.00	\$0.00	\$60,600.00	\$0.00	\$0.00	4010	(4,040 s.y.) x (\$15.00/s.y.)
Concrete Pavement (estimated cost)	\$191,625.00	\$0.00	\$191,625.00	\$0.00	\$191,625.00	4010	(1,095 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	4010	(3,000 s.f.) x (\$4.00/s.f.)
Sanitary Sewer	\$26,932.60	\$26,932.60	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$79,065.30	\$79,065.30	\$0.00			5230	Private Contractor hired by Developer
Water Main	\$60,720.50	\$60,720.50	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$7,395.00	\$7,395.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$8,035.00	\$8,035.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$14,091.00	\$14,091.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$97,673.00	\$97,673.00	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$20,978.12	\$20,978.12	\$0.00			4010	Private Contractor hired by Developer
TOTALS	\$599,331.85	\$314,890.52	\$284,441.33	\$12,003.83	\$203,625.00		

THIRD ADDITION TO EMERALD VALLEY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911, ("City") and, **Emerald Valley Estates, LLC**, a limited liability corporation with a business address of 1718 Van Zeeland Court, Little Chute, WI 54140, the owner and developer ("Developer") of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Third Addition to Emerald Valley, a residential subdivision on property within the corporate limits of the City ("Proposed Development"), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

WHEREAS, a Final Plat of the Third Addition to Emerald Valley Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the proposed subdivision; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Development;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City and pursuant to paragraph 4 below:
 - a. Sanitary sewer mains, manholes and laterals
 - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
 - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures
 - e. Street Lights
 - f. All other infrastructure required for development not specifically set forth in this agreement
2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items.

3. The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing*, shown in **Exhibit 3**, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. City Administration Fees
- b. Sanitary Sewer Area Assessment
- c. Televising of sanitary and storm sewer lines
- d. Street Name Signs
- e. Traffic Control Signs
- f. Temporary Asphalt Surface
- g. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- h. Sidewalks installed on lots owned by the Developer ~~at the time~~ **within 5 years** of concrete paving

An estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3h is attached hereto as **Exhibit 4**. The actual final costs for items 3a-3h will be used as the basis for the amount of the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for the Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Development under the supervision of City of Appleton inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Development and this agreement.

8. The Developer shall establish a level loop on the hydrant(s) in the Proposed Development and a copy of all benchmarks shall be provided to the City.

9. The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

10. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed

Development, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

11. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Development have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.

12. The schedule for the Proposed Development shall be as follows:

- a. Infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.
- b. Per the conditions of the Emerald Valley 2nd **Addition** Stormwater Permit, provide as-builts and engineer's certification that stormwater system components within the 2nd **Addition** development function per City approvals. The components in question include the storm sewers and overland flow paths, including the berms located along the west side of lots 61 through 64 and along the south side of lots 59 through 60, the modified yard drain between lots 59 and 60, and the swale directing runoff to the referenced yard drain. No building permits will be issued until the as-builts and certification are filed with the City.
- c. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

13. The City agrees to waive any parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, in exchange for parkland dedications and conveyances previously completed as part of the original Emerald Valley Development along with future planned phases of the Development, in accordance with Item 20 of the original Development Agreement for Emerald Valley Estates dated July 17, 2006.

14. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

15. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

16. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

a. The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

17. The Developer represents and warrants to the City that Developer is a Limited Liability Corporation, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

a. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's limited liability corporation bylaws or agreements or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.

18. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

19. This Agreement, along with *Exhibits 1, 2, 3, and 4*, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

20. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

21. This Agreement may not be modified or amended, except when placed in writing, with the written consent of both the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

EMERALD VALLEY ESTATES, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2017, the above-named persons,
_____ and _____, to me known to be the persons who
executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission is/expires: _____

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me on this _____ day of _____, 2017, the above-named Timothy M. Hanna and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission is/expires: _____

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

Approved as to Form:

Tony Saucerman, Director of Finance

James P. Walsh, City Attorney

This instrument was drafted by:
James P. Walsh, Appleton City Attorney

H:\Word\Projects\2017\Emerald Valley - Third Addition - Development Agreement.docx
April 2017

EXHIBIT 1

LEGAL DESCRIPTION

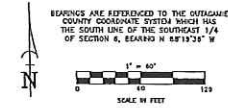
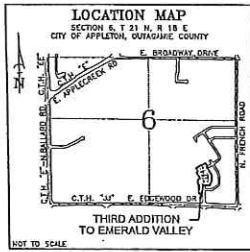
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 6, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 88 DEGREES 19 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1031.99 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE AVENUE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 335.08 FEET; THENCE NORTH 75 DEGREES 42 MINUTES 30 SECONDS WEST, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE AVENUE, A DISTANCE OF 0.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75 DEGREES 42 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF CERTIFIED SURVEY MAP NO. 6311, A DISTANCE 123.84 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST, 280.05 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 26 SECONDS WEST, 53.70 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST, 107.87 FEET; THENCE NORTH 56 DEGREES 39 MINUTES 07 SECONDS EAST, 100.00 FEET; THENCE NORTH 33 DEGREES 20 MINUTES 53 SECONDS WEST, 206.71 FEET; THENCE NORTH 56 DEGREES 39 MINUTES 07 SECONDS EAST, 61.61 FEET; THENCE NORTH 33 DEGREES 20 MINUTES 53 SECONDS WEST, 120.00 FEET; THENCE NORTH 56 DEGREES 39 MINUTES 07 SECONDS EAST, 197.73 FEET; THENCE 25.16 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 333.00 FEET AND A CHORD THAT BEARS SOUTH 27 DEGREES 04 MINUTES 53.0 SECONDS EAST, 25.15 FEET; THENCE NORTH 56 DEGREES 39 MINUTES 07 SECONDS EAST, 134.60 FEET; THE FOLLOWING SEVEN CALLS ARE ALONG THE WEST LINE OF THE SECOND ADDITION TO EMERALD VALLEY:
THENCE SOUTH 33 DEGREES 20 MINUTES 53 SECONDS EAST, 116.53 FEET;
THENCE SOUTH 51 DEGREES 48 MINUTES 14 SECONDS WEST, 42.25 FEET;
THENCE SOUTH 33 DEGREES 20 MINUTES 53 SECONDS EAST, 270.58 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST, 185.00 FEET;
THENCE SOUTH 21 DEGREES 00 MINUTES 01 SECONDS WEST, 153.41 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, 211.00 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST, 300.64 FEET TO THE POINT OF BEGINNING. CONTAINING 261,163 SQUARE FEET [5.995 ACRES]..

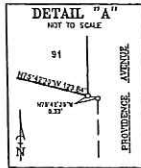
Exhibit 2

THIRD ADDITION TO EMERALD VALLEY

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 6, TOWNSHIP 21 NORTH, RANGE 18 EAST,
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 24" LONG, WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 - 1-1/4" O.D. ROUND REINFORCING BAR SET, 35" LONG WEIGHING 4.202 LBS. PER LINEAL FOOT
 - 1-1/4" O.D. REBAR FOUND
 - 3/4" O.D. REBAR FOUND
 - TOTAL LOT AREA IN SQUARE FEET
 - GOVERNMENT CORNER



UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC ROADS AND PREVIOUS PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

NOTES

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 20 SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.

FRONT YARD BUILDING SETBACKS ARE 20 FEET, THE MINIMUM REAR YARD BUILDING SETBACKS ARE 25 FEET AND MINIMUM SIDE YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-18 SINGLE-FAMILY DISTRICT.

THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATTED AREA.

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
1	333.00'	00°11'34.42"	25.18'	S 27°04'12.00" W	25.15'	N 24°55'02.00" W	N 23°14'44.00" W
2	267.00'	01°40'10.00"	77.68'	N 08°20'38.00" W	77.41'	N 00°00'33.00" W	N 16°40'42.00" W
3	333.00'	01°40'10.00"	77.68'	N 08°20'38.00" W	77.41'	N 00°00'33.00" W	N 16°40'42.00" W
4	333.00'	00°30'18.00"	37.81'	N 03°15'42.00" W	37.79'	N 00°00'33.00" W	N 06°30'51.00" W
5	333.00'	01°20'55.00"	59.07'	N 04°58'47.00" W	59.00'	N 00°30'51.00" W	N 16°40'42.00" W
6	70.00'	01°40'11.00"	20.37'	S 64°58'11.00" W	20.29'	N 73°19'17.00" W	S 56°39'00.00" W
7	130.00'	01°40'10.00"	37.82'	S 64°58'12.00" W	37.69'	N 73°19'17.00" W	S 56°39'00.00" W
8	267.00'	01°13'30.01"	53.82'	N 22°27'13.00" W	53.73'	N 16°40'42.00" W	N 29°14'44.00" W
9	333.00'	01°23'40.01"	73.04'	N 22°57'42.00" W	72.89'	N 16°40'42.00" W	N 29°14'44.00" W
10	333.00'	00°14'11.00"	47.88'	N 20°42'52.00" W	47.84'	N 16°40'42.00" W	N 24°55'02.00" W
11	70.00'	02°17'31.00"	26.25'	N 62°23'45.00" E	26.13'	N 73°19'17.00" W	N 31°48'14.00" E
12	130.00'	02°17'31.00"	48.82'	N 62°23'45.00" E	48.54'	N 73°19'17.00" W	N 31°48'14.00" E

WISCONSIN
GARY J. JORGENSEN
SURVEYOR
LAND SURVEYING
3-28-17

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified MAY 22ND 2017

Renata D. Dwyer
Department of Administration

Martenson & Eisele, Inc.
1377 Midway Road
Appleton, WI 54912
www.martensoneisele.com
608.731.0391 608.731.0391

Planning
Engineering
Surveying
Architecture

Revised May 18, 2017
Drawing No. 1-0534-004
Sheet 1 of 2
This instrument drawn by: Amy Sedar

1712 EAST EDGEWOOD DRIVE ANNEXATION

RESOLUTION OF THE COMMON COUNCIL

ACCEPTING PETITION FOR ANNEXATION

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Grand Chute, Outagamie County, Wisconsin was filed with the City Clerk on January 31, 2018.

Owner: Applewood Properties LLC

The East 109 feet of the West 578 feet of the South 11 acres of the Southeast ¼ of the Southeast ¼ of Section 1, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, less and excepting premises conveyed and/or used for highway purposes.

Intending to annex to the City of Appleton all those lands of the owner contained within Warranty Deed Document Number 2076853.

The current population of such territory is 2 people.

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

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

RESOLVES, that the *Petition* be accepted; and

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

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

Dated: _____

Timothy M. Hanna, Mayor
City Law A18-0097

Kami Lynch, City Clerk

NORTH EDGEWOOD ESTATES ANNEXATION

RESOLUTION OF THE COMMON COUNCIL

ACCEPTING PETITION FOR ANNEXATION

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Grand Chute, Outagamie County, Wisconsin was filed with the City Clerk on January 31, 2018.

PART OF PARCEL: 101153600

Owner: Wisconsin Electric Power Company

Document #1378002

*Part of Lot One (1) and part of Lot Two (2) of **CERTIFIED SURVEY MAP NUMBER 4228** filed in Volume 23 of Certified Survey Maps on Page 4228 as Document Number 1448301 in the Outagamie County Register of Deeds Office, located in the North One-Half (N ½) of the Southwest Quarter (SW ¼) of Section 5, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 72.263 Acres of land m/l and being described by:*

Commencing at the Southwest corner of said Section 5;

Thence North 00° 02' 25" West 1325.97 feet along the West line of the SW ¼ of said Section 5 to the South line of Certified Survey Map No. 4228;

Thence South 88° 34' 21" East 33.01 feet coincident to the South line of said Certified Survey Map No. 4228 to the Point of Beginning;

Thence North 00° 02' 25" West 1185.99 feet to a North line of said Certified Survey Map No. 4228;

Thence South 88° 35' 21" East 171.05 feet coincident to a North line of said Certified Survey Map No. 4228;

Thence North 00° 02' 25" West 140.00 feet coincident to a West line of said Certified Survey Map No. 4228;

Thence South 88° 35' 21" East 2486.15 feet coincident to the North line of said Certified Survey Map No. 4228 to the East line of said Certified Survey Map No. 4228;

Thence South 00° 16' 55" West 1326.58 feet coincident to the East line of said Certified Survey Map No. 4228 to the South line of said Certified Survey Map No. 4228;

Thence North 88° 34' 21" West 1982.54 feet coincident to the South line of said Certified Survey Map No. 4228;

Thence North 00° 02' 25" West 525.18 feet;

Thence North 88° 34' 11" West 660.22 feet to a point 40.00 feet East of, as measured at a right angle to, the West line of the Southwest ¼ of said Section 5;

*Thence South 00° 02' 25" East 525.21 feet to the South line of said Certified Survey Map No. 4228;
Thence North 88° 34' 21" West 7.00 feet coincident to the South line of said Certified Survey Map No. 4228 to the point of beginning.*

The current population of such territory is 0 people.

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

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

RESOLVES, that the *Petition* be accepted; and

That the City Clerk is hereby directed to notify the Clerk of the Town of Grand Chute by personal service or registered mail, return receipt requested, of the *Resolution of Acceptance*. For purpose of §66.0217(7)(a), Stats., future notification of the Clerk of the passage of the *Annexation Ordinance* shall be given in like manner, and like notice shall be given to any person who files a written request.

Dated: _____

Timothy M. Hanna, Mayor
City Law A18-0096

Kami Lynch, City Clerk



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

MEMORANDUM

TO: Members of the Finance Committee
Members of the Library Building and Equipment Committee

FROM: Karen Harkness, Director of Community & Economic Development

DATE: February 14, 2018

RE: Mixed Use Library Project Development Proposals

In 2015, the City Council voted down a proposal to build a stand-alone library. Since then, the City Council has approved an updated Comprehensive Plan and adopted recommendations from several studies on parking and mobility, as well as created TIFs #11 and #12, that have helped provide a catalyst for new developments in Downtown Appleton. These decisions have also provided context for a new proposal for a mixed-use project which may include residential, retail, office, medical or a mixture of uses, leveraging the library as an anchor and solving its long-term needs. The City Council and Library Board both approved a request for proposal process to seek submissions from developers to satisfy the library's needs as well as continue the momentum of satisfying the priorities established within the City's Comprehensive Plan. This proposal process was developed to provide perspective for the City and Library's needs, while leaving much of it open-ended to allow the private sector to bring forward creative solutions in their proposals.

The Mixed Use Library Request for Proposal (RFP) was released on November 16, 2017 (attached). It was sent directly to 246 contacts and published on the City's website.

On December 6, 2017, we held a tour of the APL facilities and grounds. This tour was attended by approximately 20 people.

Responses to the RFP were due by 12:00 p.m. on January 12, 2018. We received responses from five (5) Development Teams.

Five Responses Received to Mixed Use Library Project RFP

Developer Name
1 Lawrence Street LLC Team consists of John Pfefferle and Paul Hoffman, MSR, Hoffman Planning, Design & Construction, Mandel Group, and Walker Consultants
Commercial Horizons Inc. Team consists of Commercial Horizons, Miron Construction, Eppstein Uhen Architects (EUA), OPN Architects (OPN), Founders 3 Real Estate Services, Baker Tilly and Bruce Block, attorney at Reinhart Law Firm

Precept Properties LLC Team consists of Aaron Cohen Associates, LTD, The Tocci Group, IBI Group, Bayland Buildings, Inc., von Briesen & Roper, s.c./vonBriesenOneSource, Precept Properties LLC and Rich & Associates Parking Consultants
River to Valley Initiatives, Inc. Team consists of River to Valley Initiatives, Inc., Cox Group Architects LLC, Dimension IV Madison Design Group, The Windward Group, IDM Hospitality Mgmt, and Larkin Hoffman Attorneys
WiRED Properties Team consists of WiRED Properties, Engberg Anderson Architects and SEH Short Elliott Hendrickson Inc.

City Staff (consisting of Community & Economic Development, DPW, Finance, Attorney, Mayor and Parks, Rec & Facilities) as well as Appleton Public Library Staff reviewed and scored the responses to the RFP for conformity with requirements detailed in the RFP and outlined below.

Proposal Evaluation Criteria

Compliance with and satisfaction of the Priorities and Objectives section of this RFP.

- *Site creates a premier project enhancing the downtown, contributes to arts/culture, and fosters economic development.*
- *Building design complements existing urban form.*
- *Utilization of land leverages public/private funds.*
- *Project aligns with Comprehensive Plan, Downtown Parking Study, Downtown Mobility Study, TIF's #11 and #12.*

Conformance to library needs assessment 8-25-2014 and library specific priorities and objectives within the RFP.

- *Approximate 120,000 sq. ft.*
- *Public portion no more than 3 floors.*
- *Non-public portion approximately 10,000 sq. ft. can be located outside of 3 floors public portion.*
- *Refreshes APL Building Program prior to design.*
- *APL primary floor anchors with its own entrance and meeting space with after hour access.*
- *Demonstrates appropriate parking for entire mixed-use development.*
- *If redevelops existing site, provides a temporary location for library.*

Provides solution for parking that addresses the needs of the library and the proposed development.

Conformance to the requirements and objectives of the City of Appleton Comprehensive Plan 2010-2030 and Chapter 14 Downtown Plan.

Compatibility of the project with the adjacent land uses.

Determination regarding the ability of the developer to carry out the proposal.

Amount of total investment and contribution to the City's tax base.

Cost to the City.

Quality and stability of proposed development.

After City and APL Staff (Review Team) reviewed and scored responses, in-person interviews were held with three development teams on January 29 and January 31, 2018. The development teams interviewed were WiRED, 1 Lawrence Street, and Commercial Horizons.

As per the RFP, after the in-person interviews, a “finalist”, Commercial Horizons, was notified that we wanted to continue discussions with them on their proposal.

The Review Team was impressed with the depth, scope and direct relevant experience of the Commercial Horizons Development Team, which consists of Miron Construction, Eppstein Uhen Architects (EUA), OPN Architects (OPN), Founders 3 Real Estate Services, Baker Tilly and Bruce Block, Attorney at Reinhart Law Firm.

Commercial Horizons Development Team proposed two options, but Option 1 gained the most support from the Review Team.

- Option 1 locates the mixed-use library project on the Solider Square Parking Ramp site and develops Bluff Site 2 in phases. Phase 1 would be creating temporary parking on Bluff Site 2 in order to allow for demolition of the Solider Square Ramp. Phase 2 would be mixed-use development on the Bluff Site 2.
- This proposal would create value and add to the tax base while meeting goals and objectives of the Comprehensive Plan, provides a solution for identified parking concerns, as well as other identified challenges.
- The concept presented is an 8-story mixed-use building with the library, residential, restaurant and retail. This mixed-use building creates a strong pedestrian connection to Solider Square and Houdini Plaza with the introduction of flex space that can be used for many options.

Please see the attached Mixed Use Library Summary Grid for a high-level overview of the five development team responses.

REQUEST FOR PROPOSAL – MIXED USE LIBRARY PROJECT



Appleton
Public Library

PROPOSALS SOUGHT BY:
City of Appleton
c/o Community and Economic Development Department
Attn: Karen Harkness
100 North Appleton Street
Appleton, WI 54911
(920) 832-6468
Karen.Harkness@appleton.org

November 16, 2017

CITY OF APPLETON – REQUEST FOR PROPOSAL
Mixed Use Library Project

This entire RFP and all Exhibits are available at the City of Appleton website www.appleton.org. Follow the “RFP” link at the top of the City’s homepage.

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I. INTRODUCTION

The Appleton Public Library's (APL) long term planning indicates that the current facility at 225 N. Oneida Street no longer meets the needs of the library. Originally built in 1981, the library building has infrastructure challenges that limit options for modern library service. APL is one of the busiest buildings in the downtown, serving an average of 1,500 people a day.

The City of Appleton (City) and Appleton Library Board are seeking a qualified developer for a mixed-use library development which may include residential, retail, office, medical or a mixture of uses in addition to the library. The design should create appropriate separation of uses, providing clear access and entrances for the library and other uses, as well as provide parking as appropriate for the entire mixed use development.

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 73,000. APL provides service to a population of 115,000. The City is serviced by Interstate 41, US Highway 10 and US Highway 441. It is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City is available on our website at www.appleton.org.

Downtown Appleton is the heart of the Fox Valley. As an arts and entertainment district, Downtown has embraced the creative economic energy of business, tourism, education and love of the Fox River. Downtown's resurgence and increased vibrancy has drawn recent praise with College Avenue being named one of the "Great Places in America" by the American Planning Association in 2014.

Several major projects currently in progress will impact the City in general and Downtown specifically, as they will influence future mobility, connectivity to the riverfront, residential density, and attraction of conventions and visitors. Appleton continues to see demand for new housing units and has a solid commercial and industrial base. Strategic and ongoing investment in Downtown remains a top priority for the City, and the issuance of this RFP for a mixed-use Library Project is a critical step in this process.

II. PROJECT PRIORITIES & OBJECTIVES

Developers are encouraged to propose a new site or to consider redevelopment of the existing library site/area for this mixed-use project. The site must create a premier project that will enhance the downtown, contribute to the arts and culture of the area, and foster economic development that will benefit the entire community.

Proposals should take into consideration the needs and current market condition. Building designs and material should complement the existing urban form of the area as well as the goals spelled out in Chapter 14: Downtown Plan (Comprehensive Plan 2010-2030). Utilization of the land should leverage public (federal, state and local)

funds and private funds in order to develop the site into a vibrant, sustainable mixed use development.

In 2017, the Appleton Common Council and Appleton Library Board approved and supported, respectively, the five-year update to the City Comprehensive Plan 2010-2030. In addition, both bodies unanimously agreed to issue this mixed-use RFP that should align with the Comprehensive Plan, Downtown Parking Study, Downtown Mobility Study, Tax Incremental Financing Districts #11 and #12, and the current APL building program and documents.

The City is seeking proposals for an approximately 120,000 square foot requirement for APL in a mixed use development. Proposals for City ownership or lease would be considered. General requirements for the physical space include:

1. Approximately 120,000 square feet of space.
2. The “public” portion of the library should not occupy more than 3 floors (Approx. 110,000 square feet).
3. “Non-public” portions of the library (Administration, Network Services, Technical Services, etc.) can be located on other floor(s) (Approx. 10,000 square feet).
4. The general physical needs identified in the “Library Needs Assessment Final Report 8-25-14” (Section IX. Reference Materials) for APL have not changed. However, the space for Parks and Recreation and OWLS are not part of this RFP and should not be included. APL’s building program will need to be refreshed prior to actual design.
5. APL should serve as a primary floor anchor with its own entrance and primary meeting room spaces allowing after-hours access. APL must be able to function independently from the rest of the development.
6. Demonstration of available parking as appropriate for the entire mixed use development should be included.
7. If proposing a redevelopment of the existing site, provide a temporary library location.

In addition to the physical space requirements, it will be crucial for the proposed development to support the City’s redevelopment goals as spelled out in Chapter 14: Downtown Plan (Comprehensive Plan 2010-2030). As such, a mixed use proposal is anticipated to ensure the highest and best use of the proposed development.

Section IX. Reference Materials provides historic detail of APL’s needs, site preferences and analysis completed to date. Due to the dynamic nature of ownership, development, and redevelopment, any site within the boundaries of Exhibit A –Mixed Use Library RFP Boundary Map will be considered and weighed as spelled out in the “Evaluation of Proposals” section of this RFP.

III. POTENTIAL SITE OPTIONS

Respondents are invited to submit proposals for a mixed-use development, including a new or remodeled library, located within downtown Appleton. The geographic boundary is shown on Exhibit A – Mixed Use Library RFP Boundary Map. One potential scenario involves relocating the library to a different site. The other scenario involves utilizing the existing library site and/or other City-owned property in the nearby area (see Exhibit B – Current Library Site). Some details on the existing library site are provided below. Any land to be assembled as part of the project for either scenario is at the discretion and responsibility of the developer.

Background Information on Existing Library Site

Location: 225 North Oneida Street (Tax ID #31-2-0397-00)

Legal Description: APPLETON PLAT 2WD LOTS 1, 2, 3, 4, 5 & 6 BLK 38

Common Description: Area bound by North Appleton Street, West Franklin Street, North Oneida Street, and West Washington Street

Area: 94,782 square feet m/l (2.18 acres m/l)

Registered Neighborhood: Downtown Neighborhood

Current Zoning: CBD Central Business District - City of Appleton Zoning Ordinance (Chapter 23) available at <http://www.appleton.org/home/showdocument?id=482>.

Utilities: Served by existing water, sanitary sewer, and storm sewer.

The existing library will be made available for inspection on December 6, 2017 at 9:00 a.m. for those anticipating submitting a proposal.

IV. PROPOSAL REQUIREMENTS

Proposals must be organized in the following order of sections:

1. EXECUTIVE SUMMARY

- a. A succinct, high level description of the proposed project
- b. Identity and contact information for the developer(s)
- c. The Executive Summary should be signed by a Principal or authorized agent of the proposing developer

2. DESCRIPTION OF FIRM & PERSONNEL: Detailed description of the

organizational structure/hierarchy for the development team, including relationship of the partners to each other (if appropriate) and responsibilities of key personnel to be involved in this project. Provide professional resumes for the key personnel to be assigned.

3. **EXPERIENCE AND ABILITY TO COMPLETE PROPOSED PROJECT:** Statement regarding experience and qualifications relative to this project, including references of individuals who can provide assessments of your previous work on similar projects. List relevant public sector clients for whom you have performed similar work. For each project listed, provide the name, address and a contact number of the client's representative who can be contacted regarding the project.
4. **PROJECT APPROACH:** Provide a narrative description of how your firm proposes to execute the project, including the location of proposed library and why it was chosen, how you will address the library's programming needs, and how the proposal meets the stated objectives and goals. Describe the intended relationship between the Library/City Staff and the public during the process. Submit a statement as to why you believe your firm is the best qualified to carry out the project.
5. **CONCEPTUAL DEVELOPMENT PLAN:** Provide a detailed description of the proposed project, including conceptual designs with enough details to evaluate the building and site relationship, parking, landscaping, floor plans, elevations and renderings. Providing 3-D modeling and project "fly-through" is suggested but not required.
6. **PROPOSED PROJECT COST, FINANCING AND SCHEDULE:** Proposed financing strategy, including sources and uses of funds. Demonstrate ability to secure sources of funds. Provide documentation to demonstrate project feasibility. Anticipated timetable for completion of the project and sequence of events.
7. **PROPOSED RENT SCHEDULE AND/OR PURCHASE PRICE:** Provide details on cost to City for proposed APL facility.

Any other information you deem relevant in helping us to evaluate your proposal is welcomed. The City reserves the right to negotiate a development agreement with the developer(s) of the selected proposal.

V. DIRECTIONS FOR SUBMITTAL

To be deemed timely, Ten (10) hard copy proposals and one (1) electronic copy in a PDF format shall be received on or before January 12, 2018 at 12:00 p.m. CST by:

City of Appleton
c/o Community and Economic Development Department
Attn: Karen Harkness
100 North Appleton Street
Appleton, WI 54911
Karen.Harkness@appleton.org

Proposals may be mailed or hand-delivered, but in either case must be received and stamped by the specified date and time. The City reserves the right to reject any and all proposals or to negotiate any or all aspects of the proposal as permitted by law. Proposals received after the above listed due date and time may be rejected by the City and returned unopened to the developer.

VI. DISCLOSURES, TIMELINE, TERMS & CONDITIONS

1. The Proposal of the selected developer will become the basis for any contract entered into and will become subject to the City's provision on public access to open records and information.
2. To the extent a developer includes any uniquely proprietary or confidential information in the Proposal, the developer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.
3. Developers must agree to make no other distribution of their Proposal beyond that made to the City and once under contract, all information gained in the process and work product is the ownership of the City.

PROJECT TIMELINE

Activity	Estimated Date
APL tour of facilities and site for RFP respondents	9:00 a.m. December 6, 2017 CST
Request for Proposal deadline	12:00 p.m. January 12, 2018 CST
City & APL staff review and score request for proposals for conformity with RFP requirements and select consultant for interviews	January 19, 2018
In-person interviews and final development concept selection	January 29, 2018
Finalist notified	January 30, 2018
Public Presentation by the successful developer to Library Board and Common Council	TBD
Library Board and Common Council approval	TBD

NOTE: This timeline should be considered a draft. The City reserves the right to deviate from this schedule.

TERMS AND CONDITIONS

1. Termination - If for any reason the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least seven (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
2. Insurance - The successful developer will be required to furnish, within five (5) days of award notification and before commencing work, the certificate of insurance specified in Exhibit C - Insurance Requirements for professional services work. The certificate shall name the City, its officers and employees, as additional insured.
3. Bid Procedure - City procurement policies and bid procedures will have to be followed.
4. Indemnification Clause - The agreement resulting from this RFP shall be required to contain the following:

"The developer agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this

agreement, caused in whole or in part by developer or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.”

5. The Developer must comply with all applicable local, state and federal regulations.
6. Contract Term - The contract resulting from the award of this RFP shall commence as soon as administratively possible following award notification and shall continue until all agreed upon tasks have been satisfactorily completed.
7. Right to Reject - The City reserves the right to reject any or all proposals, to waive technicalities, or to accept the proposal deemed to serve the City’s best interest.
8. Proposal Costs - All costs associated with preparation, submittal and presentation of proposals shall be borne by the developer.

VII. EVALUATION OF PROPOSALS

Proposals will be evaluated on the basis of the degree of compliance with, and adherence to, the preceding proposal requirements and the following principles and guideline items:

1. Compliance with, and satisfaction of the Priorities and Objectives section of this RFP.
2. Conformance to the requirements and objectives of the City of Appleton Comprehensive Plan 2010-2030 and Chapter 14 Downtown Plan.
3. Compatibility of the project with the adjacent land uses.
4. Determination regarding the ability of the developer to carry out the proposal.
5. Amount of total investment and contribution to the City’s tax base.
6. Cost to the City.
7. Quality and stability of proposed development.

The City reserves the right to reject any and all proposals or to negotiate on any or all aspects of the proposal as permitted by law. Developers may be asked to present their proposal and answer questions of the City. If such a request is made, developers will be given at least five (5) working days’ notice.

VIII. ATTACHMENT LISTING

The following Exhibits are attached.

Exhibit A – Mixed Use Library RFP Boundary Map

Exhibit B – Current Library Site Map

Exhibit C – Insurance Requirements

IX. REFERENCE MATERIALS

The following documents are listed for reference purposes.

Library Studies

Library Needs Assessment Final Report 8-25-14

<http://www.apl150.org/sites/apl150.org/files/pagefiles/APL%20Final%20Report%2008-25-14.pdf>

2013 Strategic Plan Updated 2016

http://www.apl.org/system/files/FinalPlanWOStats_0.pdf

Library Site Evaluation Criteria

<http://www.apl150.org/sites/apl150.org/files/pagefiles/SiteEvaluationCriteria.pdf>

Other Related Documents

Comprehensive Plan 2010-2030

<http://www.appleton.org/government/planning/city-of-appleton-comprehensive-plan-2010-2030>

Downtown Parking Study

<http://www.appleton.org/home/showdocument?id=12044>

Mobility Study – Full Version

<http://www.appleton.org/home/showdocument?id=11020>

Mobility Study – Summary

<http://www.appleton.org/home/showdocument?id=11016>

Appleton Economic Development Strategic Plan

<http://www.appleton.org/home/showdocument?id=12046>

Downtown Appleton Business Improvement District (BID) Operational Plan

<http://www.appleton.org/home/showdocument?id=16869>

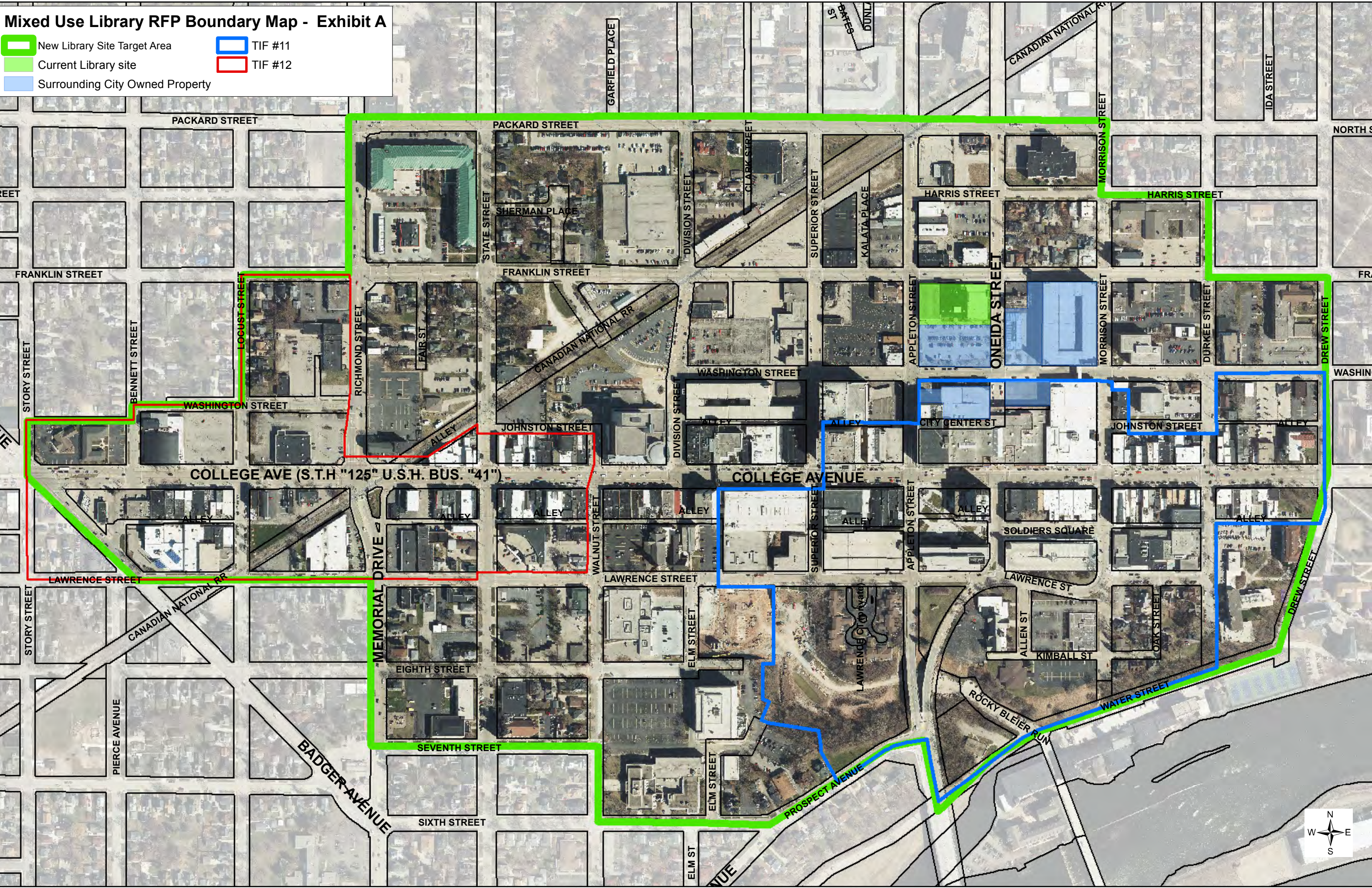
TIF #12 Tax Incremental Financing District
<http://www.appleton.org/home/showdocument?id=14737>

TIF #11 Tax Incremental Financing District
<http://www.appleton.org/home/showdocument?id=14731>

Trails Master Plan
<http://www.appleton.org/home/showdocument?id=16871>

Mixed Use Library RFP Boundary Map - Exhibit A

- New Library Site Target Area
- Current Library site
- Surrounding City Owned Property
- TIF #11
- TIF #12



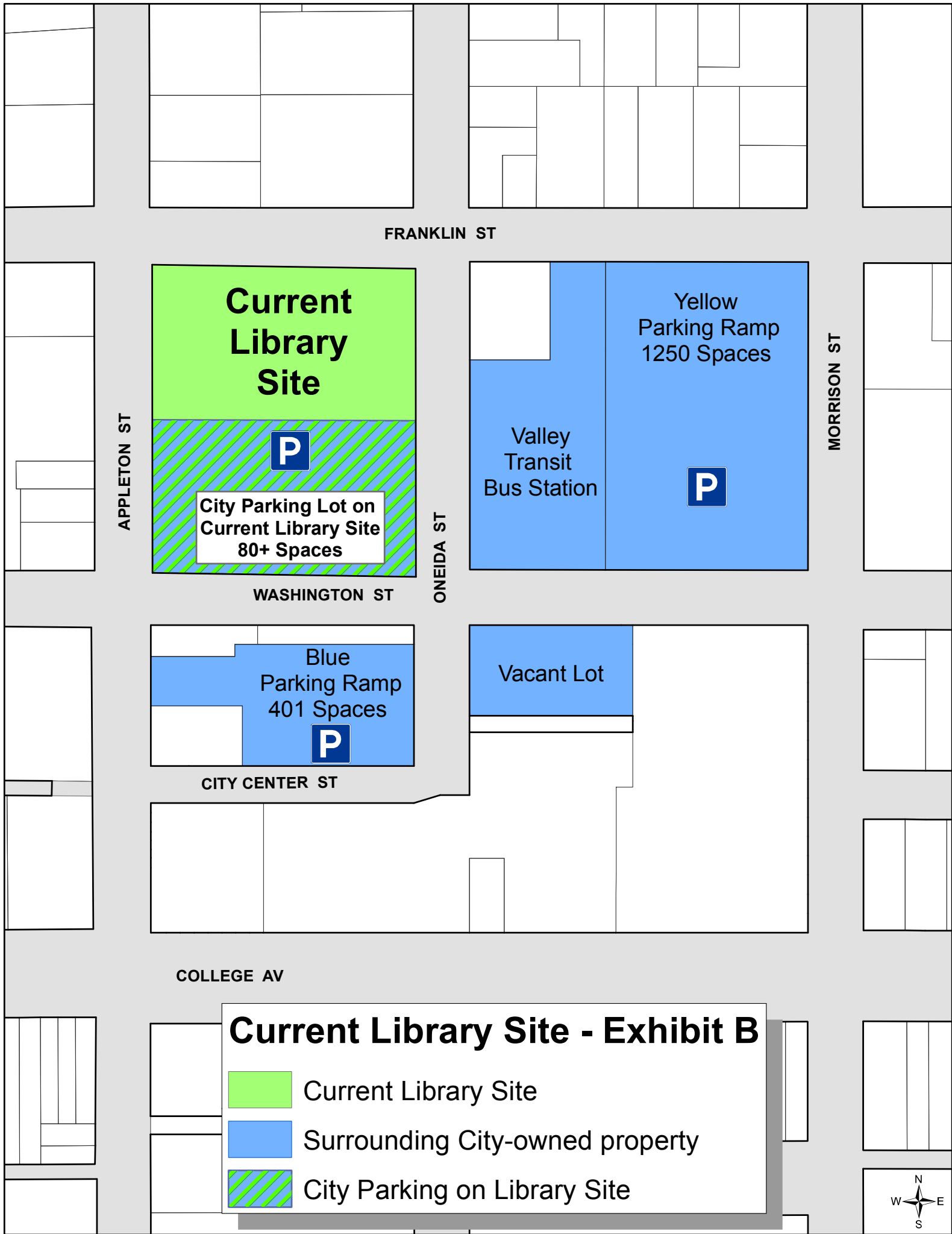


EXHIBIT C
CITY OF APPLETON
PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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. PROFESSIONAL LIABILITY

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must continue coverage for 2 years after final acceptance for service/job

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$1,000,000 each occurrence limit
 - (2) \$1,000,000 personal liability and advertising injury
 - (3) \$2,000,000 general aggregate
 - (4) \$2,000,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Explosion, collapse and underground coverage
 - (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
 - (6) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

- A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

4. **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 an Employers Liability limit of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

5. **UMBRELLA LIABILITY** - If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$5,000,000 each occurrence and \$5,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. **ADDITIONAL PROVISIONS**

- 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 the General Liability and Business Automobile 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.

MIXED-USE LIBRARY PROPOSAL SUMMARY

*NOTE: Assumptions were made in completing this grid based on level of detail provided in Proposal(s). These numbers are for discussion purposes only and not necessarily representative of final plan(s).

Team	Option	Library Cost (In \$)	Parking Cost (In \$)	Added Value to Tax Base (In \$)	Number of Residential Units	Additional Mixed Use 1 (In square feet unless otherwise noted)	Additional Mixed Use 2 (In square feet unless otherwise noted)	Parking Stalls Proposed	1st Delivery	Library Site	Entire Development Area	Total Score of Review Team
Commercial Horizons Inc.	1	29,841,000	26,780,625	66,308,720	304	Phase 1: 36,800 Flex Space Future Phases: 11,200 Flex Space	Phase 1: 1,800 Retail and/or Restaurant Future Phases: 7,650 Retail and/or Restaurant	1,330	May 2020	Area bounded by Soldier Sq./Morrison St./Lawrence St./S. Oneida St. (Soldier Square Ramp Site)	Area bounded by Lawrence St./Durkee St./Water St./Morrison St. ALSO Area bounded by Soldier Sq./Morrison St./Lawrence St./S. Oneida St. (Bluff 2 & Soldier Square Ramp Site)	232.5
Commercial Horizons Inc.	2	29,400,000	22,684,540	50,635,125	227	32,000 Flex Space	2,700 Retail and/or Restaurant	1,179	May 2020	Area bounded by Lawrence St./Durkee St./Water St./Morrison St. (Bluff Site 2)	Area bounded by Lawrence St./Durkee St./Water St./Morrison St. ALSO Area bounded by Soldier Sq./Morrison St./Lawrence St./S. Oneida St. (Bluff 2 & Soldier Square Ramp Site)	228
1 Lawrence Street LLC	1	42,619,725	16,668,290	27,172,882	108	N/A	N/A	277	Apr. 2021	Area bounded by Lawrence St./Western edge of USV Site/Rocky Bleier Run/Appleton St. (Bluff Site 1)	Area bounded by Lawrence St./Western edge of USV Site/Rocky Bleier Run/Appleton St. (Bluff Site 1)	177.5
1 Lawrence Street LLC (not enough info provided to score proposal)	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	City Center	City Center	Not scored
WiRED Properties	A	37,000,000	N/A	9,025,000	58	4,800 Retail	N/A	104 and uses Yellow Ramp	Sept. 2020	Area bounded by Franklin St./N. Oneida St./Washington St./Appleton St. (Current Library Site)	Area bounded by Franklin St./N. Oneida St./Washington St./Appleton St. (Current Library Site)	164
WiRED Properties	A.1	37,000,000	N/A	21,650,000	120	9,425 Retail	N/A	104 and uses Yellow Ramp	Sept. 2020	Area bounded by Franklin St./Yellow Parking Ramp/Washington St./N. Oneida St. (Transit Ctr. Site)	Area bounded by Franklin St./Yellow Parking Ramp/Washington St./N. Appleton St. (Current Lib. Site & Transit Ctr. Site)	Scored with Option A
WiRED Properties	B	45,200,000	N/A	17,000,000	109	9,425 Retail	Potential Office and/or Medical Space	Yellow Ramp	Sept. 2020	Area bounded by Franklin St./Yellow Parking Ramp/Washington St./N. Oneida St. (Transit Ctr. Site)	Area bounded by Franklin St./Yellow Parking Ramp/Washington St./N. Appleton St. (Current Lib. Site & Transit Ctr. Site)	160.5
Precept Properties LLC		24,000,000 to 48,000,000	5,100,000 to 10,200,000 Phase 1 only	20,200,000 to 42,400,000 Phase 1 only	214	40,000 Office	47,000/Retail or Commercial	1,180	Sept. 2020	Area bounded by Lawrence St./Durkee St./Water St./Morrison St. (Bluff Site 2)	Area bounded by Lawrence St./Durkee St./Water St./Morrison St. ALSO Area bounded by Soldier Sq./Morrison St./Lawrence St./S. Oneida St. (Bluff 2 & Soldier Square Ramp Site)	134
River to Valley Initiatives		31,000,000	3,000,000	50,000,000	150	60 Room Hotel	N/A	500-600	N/A	Area bounded by Franklin St./N. Oneida St./Washington St./Appleton St. (Current Library Site)	Area bounded by Franklin St./N. Oneida St./Washington St./Appleton St. (Current Library Site)	120.5

*NOTE: Assumptions were made in completing this grid based on level of detail provided in Proposal(s). These numbers are for discussion purposes only and not necessarily representative of final plan(s).

Mixed Use Library Project Proposals Evaluation Scores of Review Team

Developer Name	Rater 1	Rater 2	Rater 3	Rater 4	Rater 5	Rater 6	Rater 7	TOTAL SCORE
Commercial Horizons Inc. (consists of Commercial Horizons, Miron Construction, Uhen Architects (EUA), OPN Architects (OPN), Founders 3 Real Estate Services, Baker Tilly and Bruce Block, attorney at Reinhart Law Firm) <u>Option 1 - Soldier Square</u>	33.5	35	34	34	30	32	34	232.5
Commercial Horizons Inc. (consists of Commercial Horizons, Miron Construction, Uhen Architects (EUA), OPN Architects (OPN), Founders 3 Real Estate Services, Baker Tilly and Bruce Block, attorney at Reinhart Law Firm) <u>Option 2 - Bluff Site #2</u>	35	35	34	33	29	30	32	228
1 Lawrence Street LLC (consists of John Pfefferle and Paul Hoffman, MSR, Hoffman Planning, Design & Construction, Mandel Group, and Walker Consultants) <u>Option 1 - Bluff Site #1</u>	28.5	25	26	25	29	22	22	177.5
1 Lawrence Street LLC (consists of John Pfefferle and Paul Hoffman, MSR, Hoffman Planning, Design & Construction, Mandel Group, and Walker Consultants) <u>Option 2 - City Center East</u>	Not scored	Not scored	Not scored	Not scored	Not scored	Not scored	Not scored	Not scored
WiRED Properties (consists of WiRED Properties, Engberg Anderson Architects and SEH Short Elliott Hendrickson Inc.) <u>Option A - Redevelop Existing Library</u>	29	18	20	27	28	22	20	164
WiRED Properties (consists of WiRED Properties, Engberg Anderson Architects and SEH Short Elliott Hendrickson Inc.) <u>Option B - Library at Transit</u>	26.5	20	20	24	28	22	20	160.5
Precept Properties LLC (consists of Aaron Cohen Associates, Ltd, The Tocci Group, IBI Group, Bayland Buildings, Inc., von Briesen & Roper, s.c./vonBriesenOneSource, Precept Properties LLC and Rich & Associates Parking Consultants)	22	6	17	21	26	23	19	134
River to Valley Initiatives Inc. (consists of River to Valley Initiatives, Inc., Cox Group Architects LLC, Dimension IV Madison Design Group, The Windward Group, IDM Hospitality Mgmt, and Larkin Hoffman Attorneys)	19.5	4	15	23	27	16	16	120.5



"...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: 2/26/2018

Re: Informational: Contract 41-17 was awarded to Northern Electric, Inc. for the "2017 Municipal Services Building Lighting Upgrades Project" in the amount of \$55,060.70 with a contingency of \$10,000.00. Change orders issued to date total \$6,507.00. Payments issued to date total \$52,307.00. Request to issue the final contract payment of \$9,260.70.

The 2017 Capital Improvement Plan included \$75,000.00 to upgrade the lighting at MSB. Of that amount, \$8,900.00 has been utilized for professional services, leaving a balance of \$66,100.00 for construction. Contract 41-17 was awarded to Northern Electric, Inc. for the "2017 Municipal Services Building Lighting Upgrades Project" in the amount of \$55,060.70 with a contingency of \$10,000.00. Change orders issued to date total \$6,507.00 bringing the final contract total to \$61,567.70. The change orders included replacing lights in the electrical shop and common workshop, which were not originally scoped. Payments issued to date total \$52,307.00. The contract is now complete as all punchlist items have been completed.

The Parks, Recreation and Facilities Management Department recommends issuing the final contract payment to Northern Electric, Inc. in the amount of \$9,260.70.

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: 2/26/2018

Re: Informational: Contract 56-17 was awarded to Cardinal Construction Co., Inc. for the "2017 Wastewater Asbestos Removal and Remodeling Project" in the amount of \$111,415 with a contingency of 10%. Change orders issued to date total \$5,937. Payments issued to date total \$92,854.22. Request to issue the final contract payment of \$24,497.78.

The 2017 Capital Improvement Plan included \$128,000 to remove the asbestos and remodel the Ozonator baffle room at the Wastewater Treatment Plant. Of that amount, \$5,100 has been utilized for professional services, leaving a balance of \$122,900 for construction. Contract 56-17 was awarded to Cardinal Construction Co., for the "2017 Wastewater Asbestos Removal and Remodeling Project" in the amount of \$111,415 with a contingency of 10%. Change orders issued to date total \$5,937 bringing the final contract total to \$117,352. The change orders included removing the Ozonator equipment and infrastructure, and replacing the existing door on the room, which was not originally scoped. Payments issued to date total \$92,854.22. The contract is now complete as all punchlist items have been completed.

The Parks, Recreation and Facilities Management Department recommends issuing the final contract payment to Cardinal Construction Co., Inc. in the amount of \$24,497.78.

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."

Water Treatment Facility
2281 Manitowoc Rd.
Menasha, WI 54952
920-997-4200 tel.
920-997-3240 fax

TO: Chairperson Kathy Plank and Members of the Finance Committee

CC: Chairperson Greg Dannecker and Members of the Utilities Committee

FROM: Utilities Director Chris Shaw

DATE: Wednesday, February 21, 2018

RE: *Change Order #1 from LC United Painting Company, Inc., in the amount of (\$ 11,175) for the Northeast Reservoir Painting Project resulting in the construction contract being reduced from \$569,000 to \$557,825*

BACKGROUND

The Northeast Reservoir Project consisted of painting the interior and exterior of the City's 3 million gallon reservoir in the North Pressure Zone. The project also provided mixing on either side of the interior curtain wall. This project has come to completion with the exception of minor landscape damage in the south lawn.

CHANGE ORDER #1

Change Order #1 is the final change order for the project. The credit allows for damage due to the grass area on the west side of the plant. The damage is a result of having large trailers and equipment located in that area during the project. In addition, not all allowances were used for items such as epoxy, pit welding, etc. As such, the City has reduced these items from the contract cost.

SUMMARY

The Northeast Reservoir Painting Project has come to completion. The warranty period has begun. If you have any questions, regarding this project please contact me at 997-4200.

Annexation Feasibility Study

For property in the City of Appleton Growth Area

What is an Annexation Feasibility Study?

Property may be annexed to the City of Appleton if it meets a variety of location criteria established by state law, Municipal Code of Ordinances, Appleton Comprehensive Plan policies and intermunicipal boundary agreements. If the location makes a property eligible for annexation, the Appleton Comprehensive Plan specifies the type of land use that may be established upon annexation. The zoning ordinance determines how the property may be used.

An Annexation Feasibility Study is intended to serve as a preliminary analysis of the annexation potential for a specific property. It provides an opportunity for the City and property owner/agent to discuss future plans, general considerations and likely next steps without undertaking the complete annexation process.

Please type or print complete answers to the items listed below.

Property Owner:

Name: TBGSI (Gary Feller, Member)

Mailing Address: N2421 Vandenbroek Rd, Kaukauna WI 54130

Phone: 920-470-2254

E-mail: fellerdg@yahoo.com (prefers phone correspondence)

Agent:

Name: Jen Dittmann/Keller Williams

Mailing Address: 1674 Eisenhower Rd, De Pere WI 54115

Phone: 920-904-6807

E-mail: JENDITTMANNREALTY@GMAIL.com

Property Information:

Location: Town of Grand Chute

Tax Parcel Number(s): 020 101172300

Property Address: 3236 E Northland Ave

Area (square feet and acres): 2.88 AC

Total Assessed Value: Land: \$334,300 Improvements: \$6,600

Current Zoning Classification: Commercial

Number of person(s) who reside on the property that are the age of 18 years or older: 0

Present land use of the property (complete applicable categories):

- a) Acres Industrial -- type of use: 0
- b) Acres Commercial -- type of use: Vacant land - 2.88 AC
- c) Acres Residential and Number of Dwelling Units: 0
- d) Acres Agricultural or Vacant 0
- e) Acres Recreational - 0

Anticipated future land use of the property:

- a) Acres Industrial -- type of use:
- b) Acres Commercial -- type of use: Not yet determined - 2.88 AC
- c) Acres Residential and Number of Dwelling Units:

One and Two-Family Residential:

Multi-Family Residential:
- d) Acres Recreational

Please state the reasons for considering annexation: We are considering annexation due to the inability to get water/sewer service to the property through the Town of Grand Chute.

PLEASE SUBMIT THE COMPLETED COPY TO:

Principal Planner
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911

City staff will review the information provided and fill in the following pages accordingly. This information will then be provided to the owner/agent with the understanding that it is for discussion purposes only and subject to change.

City Staff Use Only

Land Use/Zoning

Is the property located within the City's Growth Area per Inter-Municipal Boundary Agreement? Yes ☒ No

Future Land Use per Comprehensive Plan Map: **Commercial**

Is the anticipated land use consistent with the future land use map? Yes ☒ No

If no, a Comprehensive Plan Map amendment from _____ land use to _____ will be required.

How will the property be zoned if annexed? Per Section 23-65(e) of the Municipal Code, a temporary zoning classification shall be assigned to newly annexed territory, with permanent zoning taking place following the annexation process. All territory annexed to the City is assigned zoning classifications as recommended by Plan Commission. Plan Commission considers the following criteria: existing land uses within the territory, land uses that exist on adjacent properties, the Comprehensive Plan. The temporary zoning classification must be made permanent in accordance with Section 23-65(d), Zoning Map Amendments, within 90 days, or the zoning will revert to AG Agricultural District.

Given the anticipated land use (commercial), the C-2 General Commercial District may be the most appropriate zoning classification. The current applicable City of Appleton zoning district regulations for the C-2 District are attached. The entire City of Appleton Zoning Ordinance is available at www.appleton.org.

Utilities

Are there city water mains adjacent to the property? Yes _____ No ☒ Other

If yes, what are the connection fees? If other, please specify. **N/A**

Are there city sanitary sewer mains adjacent to the property? Yes _____ No ☒ Other

If yes, what are the connection fees? If other, please specify. **Sanitary Area Assessment = \$16.74 per 1,000 Sq. Ft. of lot area.**

Are there city storm sewer mains adjacent to the property? Yes _____ No ☒ Other

If yes, what are the connection fees? If other, please specify. **N/A**

Will the provision of water supply, storm sewers and/or sanitary sewers to the property require capital expenditures (i.e. new lift stations, force mains, treatment plant expansions)? Yes ☒ No

If yes, identify the nature of the anticipated improvements, time table and their probable cost: **To serve this area with City of Appleton sewer would require a sanitary lift station and in excess of 1,000 feet of force main. Similarly, in excess of 1,000 feet of new water main would be required to serve the site with Appleton water. At this time we are unable to estimate the scope or cost of these potential facilities due to the uncertain nature of the development and complicated nature of the needed utility extensions.**

Name any utility districts that currently serve the property: **This is a Town of Grand Chute property, but it falls within the Village of Little Chute's Sewer Service Area and Planning Area Boundaries.**

Is it necessary to amend the current Appleton Sewer Service Area Map? Yes **X** No

Streets

Does adjacent street right-of-way(s) (partial or full width) need to be annexed? Yes No **X**

If yes, identify street name(s):

Name of agency that controls access to the public street(s) adjacent to the property: **Town of Grand Chute / Outagamie County**

Are there any potential access restrictions to the public street(s) adjacent to the property: **Possibly. That would be up to the Town/County.**

Are there any Officially Mapped Streets to consider? **No**

Environmental

City data shows portions of the property in a flood plain: **Yes - Per FEMA DFIRM 55087C0336D, effective July 22, 2010, this property is not located within a Special Flood Hazard Area. Area is identified as "Zone X" (outside the mapped 0.2% annual chance floodplain). The DFIRM represents best available regulatory floodplain information and may not identify all areas subject to flooding. The intermittent stream identified on the SWDV may involve significant flood risk. A qualified consulting engineer could estimate the level of flood risk to the subject property associated with the stream.**

No

City data shows presence of wetlands on the property: **Yes - A map generated using the Wisconsin Department of Natural Resources Surface Water Data Viewer (SWDV) is attached. The SWDV does not show wetland indicators on the property, but it does show an intermittent stream crossing the property from west to east. Wetlands commonly occur along intermittent streams. The SWDV is one tool for the initial steps of investigating wetlands. However, wetlands might be located outside areas the SWDV identifies as having wetland indicators, just as wetlands might not be located in areas the SWDV identifies as having wetland indicators. A determination by a qualified consultant and subsequent concurrence by WDNR would be needed to identify the extents of any wetlands on the property. DNR staff are able to determine if the stream in question is navigable upon request. Navigable streams are subject to Chapter 30 regulations by WDNR and may also involve US Army Corps of Engineers permitting.**

No

Public Protection Services

Is the property currently being served by Appleton Public Protection Services?

Fire: **Yes - This parcel is already afforded our emergency fire response resources through an automatic aid agreement with Grand chute. Under that agreement, Outagamie 9-1-1 uses an automatic vehicle location technology (AVL) to dispatch the closest available fire unit to that address, whether Grand Chute or Appleton.**

If this parcel moves closer to annexation, the Fire Chief makes a deterministic evaluation of our emergency response capabilities, based on travel distance to respond and the time it takes to achieve effective water on the structure involved.

It is possible, if this parcel is annexed and a development ensues of a residential nature, the Fire Chief MAY require electronically monitored smoke detection, or automatic fire sprinklers, as part of the agreement to permit building.

So it's recommended you please consult with the Fire Chief for a determination before making a final annexation decision.

Police: While APD doesn't currently serve the specific property in question, we currently serve the immediate area surrounding the proposed annexation property and our response to that address would be the same for the other addresses in our jurisdiction in that area.

Wisconsin Department of Administration Required Annexation Review Fee

\$950

City of Appleton Required Annexation Review Fee

\$0

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City staff will review the information provided by the owner/agent and fill in the "City Staff Use Only" sections, as applicable. This information will then be provided to the owner/agent with the understanding that it is for discussion purposes only and subject to change.