



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, September 10, 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

[18-1307](#) Finance Committee minutes from August 20, 2018 and September 5, 2018 meetings

Attachments: [MeetingMinutes20-Aug-2018-02-45-34.pdf](#)
[MeetingMinutes05-Sep-2018-01-42-57.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[18-1242](#) Request to approve the 2019 Special Assessment Policy.

Attachments: [2019 Special Assessment Policy.pdf](#)

Legislative History

8/20/18	Finance Committee	recommended for approval
9/5/18	Common Council	referred to the Finance Committee

[18-1308](#) Request for City of Appleton to waive the sidewalk special assessment for 1233 W Cedar Street in exchange for dedication of 253 SF for property needed to construct the wide sidewalk/multi-purpose sidepath

Attachments: [Cedar Street sidewalk assessment.pdf](#)

[18-1309](#) Request approval to create a tiered fee system for the annual Street Snow Removal Assessments and approve rates for the 2018/2019 winter season

Attachments: [Street Snow Removal Assessment.pdf](#)

[18-1314](#) Request to award the Blue Parking Ramp Demolition contract to The Boldt Company in the amount of \$1,998,000 with a contingency of 15% for a project total not to exceed \$2,297,700

Attachments: [2018 Blue Ramp Demolition.pdf](#)

[18-1324](#) Request to approve Finance Committee Report 4-P-18 for Sidewalk Construction.

Attachments: [Report 4-P-18.pdf](#)

[18-1325](#) Request to award Concrete, Beam and Deck repairs in the Red Parking Ramp to The Boldt Company in the amount of \$36,443 with a 10% contingency of \$3,644 for a project total not to exceed \$40,087

Attachments: [Award of Contract - Red Ramp Concrete Beam and Column Repairs.pdf](#)

[18-1326](#) Request to approve Contract Amendment / Change Order No. 1 to contract 68-17 for Red Parking Ramp Expansion Joint Replacement for the addition of a level 4 deck seal spot repair and 120 linear feet of EMSEAL expansion joint sealer in the amount of \$19,060.00 resulting in a decrease to contingency from \$4,000.00 to \$0.00. Overall contract increases from \$84,030.00 to \$99,090

Attachments: [Red Ramp Expansion Joint Replacement Change Order No.1.pdf](#)

[18-1328](#) Request approval of the use of Exhibition Center bond proceeds originally intended for interest reimbursement to fund consulting fees related to providing private funding option

Attachments: [von Briesen Payment 2018.pdf](#)

[18-1341](#) Request to approve the Development Agreement with McFleshmans Commons LLC for improvements and development of the property at 115 S. State Street in Tax Increment Financing District No. 12

Attachments: [Memo Recommend McFleshmans Commons Dev Agrmt.pdf](#)
[McFleshmans Commons LLC - Dev Agrmt 08-14-2018_2.pdf](#)

[18-1327](#) The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussing the investment of public funds concerning the Fox Cities Exhibition Center invoices and reconvene into open session.

6. Information Items

[18-1340](#) Rental of DS450 machine for Central Count of absentee ballots

Attachments: [DS450 for Central Count- Finance Memo.pdf](#)

[18-1310](#) Contract 27-18 was awarded to Scott DeNoble and Sons Construction, Inc for \$200,000 for Mini Sewer. Payments to date total \$99,889. Request final payment of \$93,028.50

[18-1311](#) Change Orders #1, #2, and #3 to August Winter & Sons Inc. contract as part of the Iron Salt Chemical Room Rehabilitation and Improvements Project totaling \$14,758 resulting in a decrease in contingency from \$59,786 to \$45,028. No change to overall contract amount.

Attachments: [UC Memo Iron Salt Room Rehab Improvements Change Orders.pdf](#)

[18-1329](#)

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	+\$34,000
Supplies - Administration	+\$ 4,525
Purchased Services - Administration	+\$ 3,000
Supplies - Childrens Services	+\$ 6,600
Purchased Services - Childrens Services	+\$ 5,500
Supplies - Public Services	+\$ 1,000
Purchased Services - Public Services	+\$ 750
Supplies - Community Partnerships	+\$ 2,000
Purchased Services - Community Partnerships	+\$ 5,600
Supplies - Materials Management	+\$ 800
Supplies - Network Services	+\$ 3,225
Purchased Services - Network Services	+\$ 1,000

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

Reimbursements	+\$ 250
Supplies - Community Partnerships	+\$ 250

to record donation from Sanya and BS Sindhar for cultural programming

General Fund - Police Department

Donations	+\$ 1,000
Neighborhood Watch Program Supplies	+\$ 1,000

to record donation from Walmart for the Neighborhood Watch Program

General Fund - Mayor's Office

Other Contracts/Obligations	+\$ 5,000
General Fund Balance	- \$ 5,000

to record contribution to the League of WI Municipalities for their "Dark Store" education campaign

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
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Meeting Minutes Finance Committee

Monday, August 20, 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

[18-1224](#)

August 6, 2018 Finance Committee minutes

Attachments: [MeetingMinutes06-Aug-2018-03-51-11.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

[18-1022](#)

Request to approve contract for Granicus services for next three years

Attachments: [2018 Granicus Contract Renewal 3yr.pdf](#)
[WI Appleton Renewal Q-23670 2018JULY23.pdf](#)
[REVISED Granicus Renewal 2018 August 16..pdf](#)

Amend contract utilizing the I-Pad Option

Alderperson Siebers moved, seconded by Alderperson Plank, that the Report Action Item be recommended for approval as amended. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Croatt

[18-1244](#)

Request to approve accepting the Home Depot grant in the amount of \$13,200.

Attachments: [2018 Home Depot Grant.pdf](#)

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

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

Excused: 1 - Alderperson Croatt

[18-1267](#)

Request to award contract to AAR Advanced Asbestos for remediation of asbestos and lead for the Blue Ramp Demolition for a contract of \$28,640 and a contingency of 15% for a contract not-to-exceed \$32,936

Attachments: [2018 Blue Ramp Remediation.pdf](#)

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

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

Excused: 1 - Alderperson Croatt

[18-1258](#)

The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussions of real estate negotiations regarding the Appleton Public Library project and pursuant to §19.85(1)(e) for the investment of public funds concerning the Fox Cities Exhibition Center invoices and reconvene into open session.

Alderperson Baranowski moved, seconded by Alderperson Siebers, 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 Lobner moved, seconded by Alderperson Baranowski, 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

[18-1195](#)

Request to award contract to Commercial Horizons for design and engineering services for the Appleton Public Library for a contract of \$347,000. This includes \$122,961 for work completed to date and \$4,000 for site analysis specific to the Soldier Square site.

Attachments: [2018 Library Architect and Engineer.pdf](#)

Alderperson Baranowski moved, seconded by Alderperson Plank, that the Report Action Item be held until the Special Finance Committee meeting on September 5, 2018. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Croatt

[18-1242](#)

Request to approve the 2019 Special Assessment Policy.

Attachments: [2019 Special Assessment Policy.pdf](#)

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

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

Excused: 1 - Alderperson Croatt

[18-1270](#)

Request to approve \$5,000 contribution to the League of Wisconsin Municipalities to support their "Close the Dark Store Loopholes" campaign. Funding would come from general fund balance.

Attachments: [League Dark Store Campaign 2018.pdf](#)

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

Aye: 3 - Alderperson Plank, Alderperson Lobner and Alderperson Siebers

Nay: 1 - Alderperson Baranowski

Excused: 1 - Alderperson Croatt

6. Information Items

[18-1246](#)

Change Order No. 1 to contract 1-18 for Unit T-18 Sewer and Water Reconstruction No. 1 for an additional quantities of 1" water service in the amount of \$19,500.00 resulting in a decrease to contingency from \$73,888.88 to \$54,388.88. No change to overall contract amount.

Attachments: [Unit T-18 Change Order No.1.pdf](#)

This Presentation was received and filed

[18-1248](#)

Discussion of Street Snow Removal Assessments.

Attachments: [Street Snow Removal Assessments.pdf](#)

This Presentation was received and filed

7. Adjournment

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the meeting 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



City of Appleton

100 North Appleton Street
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Meeting Minutes Finance Committee

Wednesday, September 5, 2018

6:00 PM

Council Chambers, 6th Floor

SPECIAL

1. Call meeting to order

Meeting called to order at 6:00 pm.

2. Roll call of membership

Present: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

4. Public Hearings/Apearances

[18-1273](#)

Brad Viegut, Robert W Baird presentation on results of the General Obligation Notes, Stormwater Revenue Bond, and Wastewater System Revenue Refunding Bond Sales

This Appearance was presented

5. Action Items

[18-1274](#)

A Resolution authorizing and providing for the sale and issuance of \$13,840,000 General Obligation Promissory Notes, Series 2018, and all related details

Attachments: [Appleton 2018A G.O. Promissory Notes - Award Resolution.pdf](#)

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

Aye: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

[18-1275](#)

A Resolution authorizing and providing for the sale and issuance of \$3,000,000 Stormwater System Revenue Bonds, Series 2018, and all related details

Attachments: [Appleton 2018 Storm Water Revenue Bonds - Award Resolution.pdf](#)

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

Aye: 5 - Aldersperson Plank, Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt and Aldersperson Baranowski

[18-1276](#)

A Resolution authorizing and providing for the sale and issuance of \$5,400,000 \$5,245,000 Wastewater System Revenue Refunding Bonds, Series 2018, and all related details

Attachments: [Appleton 2018 Sewer Revenue Refunding Bonds - Award Resolution.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Croatt, that the Report Action Item be recommended for approval as amended. Roll Call. Motion carried by the following vote:

Aye: 5 - Aldersperson Plank, Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt and Aldersperson Baranowski

[18-1293](#)

Request to award Unit Y-18 Evergreen Drive Storm Sewer Construction to Dorner, Inc in the amount of \$880,170 with a 5% contingency of \$44,009 for a project total not to exceed \$924,179.

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

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

Aye: 5 - Aldersperson Plank, Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt and Aldersperson Baranowski

[18-1286](#)

The Finance Committee will go into closed session according to State Statute §19.85(e) for the purpose of discussions regarding deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session concerning funding for the Appleton Public Library and then reconvene into open session.

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

Aye: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

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

Aye: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

[18-1195](#)

Request to award contract to Commercial Horizons for design and engineering services for the Appleton Public Library for a contract of \$347,000. This includes \$122,961 for work completed to date and \$4,000 for site analysis specific to the Soldier Square site.

Attachments: [2018 Library Architect and Engineer.pdf](#)

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

Aye: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

6. Information Items

None

7. Adjournment

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

Aye: 5 - Alderperson Plank, Alderperson Lobner, Alderperson Siebers, Alderperson Croatt and Alderperson Baranowski

CITY OF APPLETON, WI
POLICY FOR SPECIAL ASSESSMENTS 2019

I. STREET CONSTRUCTION AND RECONSTRUCTION

ADOPTED 9/06/17

A. General Information

CONCRETE PAVEMENT		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Rural to Urban Conversion	New	Rural to Urban Conversion	New	Rural to Urban Conversion
	Max. Width	33'	33'	33'	33'	49'	49'
	Max. Thickness	7"	7"	7"	7"	9"	9"
	Assessed at (%)	75%	75%	100%	100%	100%	100%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
Base Assessment Rate		Calculated on an individual street basis using actual bid prices					
(Y=Assessed N=Not Assessed)		New Concrete		Rural to Urban Conversion		Direct Assessments (in addition to Base Rate)	
Construction Items							
Administrative Fees		Y		Y		-	
Property Owner Notification		Y		Y		-	
Concrete Pavement		Y		Y		-	
Curb & Gutter (Integral)		Y		Y		-	
Sawcutting		Y		Y		-	
Fine Grading		Y		Y		-	
Seed & Mulch/Sod		Y		Y		-	
Terrace Restoration		Y		Y		-	
Concrete Driveway Apron		Y		N *		Per bid price	
Trees		Y		Y		\$0.75 \$1.00/front foot	
Miscellaneous Asphalt		N		N		-	
Asphalt - Milling		N		N		-	
Curb & Gutter (miscellaneous)		N		N		-	
Geotextile Fabric		N		N		-	
Stone Base		N		N		-	
Unclassified Excavation		N		N		-	
Erosion Control		N		N		-	
Adjust MH/Inlet Tops		N		N		-	
Asphalt - Miscellaneous		N		N		-	
Asphalt Transitions		N		N		-	
Curb Thimbles		N		N		-	
Drill-in Tie Bars/Dowels		N		N		-	
Driveway Closure		N		N		-	
Inlet Leads		N		N		-	
Manhole / Inlet Reconstruction		N		N		-	
Manhole/Inlet Castings		N		N		-	
MH Chimney Seals		N		N		-	
Pavement Marking		N		N		-	
PVC Pipe for sump pumps		N		N		-	
Reinforcing Rods		N		N		-	
Removal - Asphalt		N		N		-	
Removal - C&G		N		N		-	
Removal - Concrete		N		N		-	
Removal - DW Aprons (Conc. & Asp.)		N		N		-	
Removal - Sidewalk		N		N		-	
Repair work from permits		N		N		-	
Repair work from Utility Permits		N		N		-	
Traffic Signals		N		N		-	

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

ASPHALT PAVEMENT (Not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion
	Max. Width	33'	33'	33'	33'	49'	49'
	Max. Thickness	3"	3"	3"	3"	6"	6"
	Assessed at (%)	25%	0%	25%	0%	25%	0%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base Assessment Rate	Calculated on an individual street basis using actual bid prices					
(Y=Assessed N=Not Assessed)							
Construction Items		Asphalt following G&G		Rural to Urban Conversion		Asphalt Reconstruct / Overlay	Direct Assessments (in addition to Base Rate)
Administrative Fees		Y		Y		N	-
Property Owner Notification		Y		Y		N	-
Asphalt Pavement		Y		Y		N	-
Milling		N		Y		N	-
Sawcutting		N		Y		N	-
Curb & Gutter (New/repair)		N		Y		N	-
Fine Grading		Y		Y		N	-
Seed & Mulch/Sod		N		Y		N	-
Terrace Restoration		N		Y		N	-
Concrete Driveway Apron		N		N *		N *	per bid price
Asphalt (miscellaneous)		N		N		N	-
Geotextile Fabric		N		N		N	-
Stone Base		N		N		N	-
Trees		N		N		N	-
Unclassified Excavation		N		N		N	-
Erosion Control		N		N		N	-
Adjust MH/Inlet Tops		N		N		N	-
Curb Thimbles		N		N		N	-
Drill-in Tie Bars/Dowels		N		N		N	-
Driveway Closure		N		N		N	-
Inlet Leads		N		N		N	-
Manhole / Inlet Reconstruction		N		N		N	-
Manhole/Inlet Castings		N		N		N	-
MH Chimney Seals		N		N		N	-
Pavement Marking		N		N		N	-
Removal - Asphalt		N		N		N	-
Removal - C&G		N		N		N	-
Removal - Concrete		N		N		N	-
Removal - DW Aprons (Conc. & Asp.)		N		N		N	-
Removal - Sidewalk		N		N		N	-
Repair work from permits		N		N		N	-
Repair work from Utility Projects		N		N		N	-
Traffic Signals		N		N		N	-

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

GRADING & GRAVELING (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New Street	Rural to Urban Conversion	New Street	Rural to Urban Conversion	New Street	Rural to Urban Conversion
	Max. Width	35'	35'	35'	35'	51'	51'
	Max. Thickness	-	-	-	-	-	-
	Assessed at (%)	100%	0%	100%	0%	100%	0%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base assessment Rate	Calculated on an individual street basis based upon bid prices					
(Y=Assessed N=Not Assessed) Construction Items		New Street		Rural to Urban Conversion		Direct Assessments (in addition to Base Rate)	
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Fine Grading		Y		N		-	
Seed & Mulch/Sod		Y		N		-	
Erosion Control		Y		N		-	
Sawcutting		Y		N		-	
Unclassified Excavation		Y		N		-	
Stone Base		Y		N		-	
Geotextile Fabric		Y		N		-	
Removal - Asphalt		Y		N		-	
Removal - C&G		Y		N		-	
Removal - Concrete		Y		N		-	
Removal - Sidewalk		Y		N		-	
Miscellaneous Asphalt		N		N		-	
Miscellaneous Curb & Gutter		N		N		-	
Adjust MH/Inlet Tops		N		N		-	
Street Lighting		Y		N		-	
Traffic Signals		N		N		-	

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

B. Calculation Guidelines – Street Construction and Reconstruction

1. Assessments will be levied according to the front foot dimensions of abutting property except as noted.
2. The assessment rate will be the portion (%) of assessable construction costs in accordance with the charts above. Assessments will be reduced proportionately for pavements constructed less than the maximum widths.
3. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, churches and private schools and other exempt properties will be assessed 100% of the "all other zoning" assessment rate

regardless of the zoning. (BPW 2/2/94) All county, state and federal governments will be exempt from assessment charges. (City Attorney 1/23/14)

4. The assessment rate for alley pavement will be based on the full width of the pavement.
5. The City assumes the entire cost of permanent pavement for all intersections on new construction in areas platted prior to 1/1/04 or after 12/31/14.
6. Driveway approaches shall be constructed at property owner's expense when:
 - a. When permanent street surfaces are constructed.
 - b. Where a street has been permanently improved, driveway approaches shall be installed within six months of the completion of the adjacent structure.
 - c. When ordered installed by the Common Council.
 - d. When a property owner requests approach to be widened, rebuilt or closed.
7. The costs of closing unused driveway openings that are closed in conjunction with the paving program are not directly assessed to the property owner.

Any driveway approach without improved surface shall be paved with a permanent surface in conjunction with a street-paving project. The cost will be assessed to the property.
(S&S 3/3/93 and MSC 9/3/97)

8. The cost of the initial asphalt surface application on a new subdivision gravel street will be billed at the time of official street opening.
9. All asphalt maintenance exclusive of the initial application will be done as general maintenance and at no cost to the abutting property.
10. Assessments for asphalt pavements that are constructed without curb and gutter (City standard) will be calculated by dividing total project cost by assessable frontage.
11. Assessments for trees ~~to be installed on new street paving~~ will be included with paving assessments.
12. If one person owns an entire block as one parcel and the block is zoned R-1 or R-2, the shortest side shall be assessed in full. The remaining sides shall receive up to a 120' discount.
13. On paving projects where there are other contributing sources of funding such as federal, state, or from other units of government, the City rates will be applied. If projected revenue (using the City rates) exceeds the City's share of project costs, then assessment rates will be reduced proportionately so that revenue equals City share of project cost. "City share" of project cost will include, in addition to normal construction costs, items such as right-of-way acquisition, relocation costs, consultant cost, all Department of Transportation administrative and review costs, and any other fees charged by the other participating units of government.
(BPW 1/7/97)
14. When the long side of a corner lot falls on the "bulb" or "mouse ear", the assessment shall be calculated as follows:
 - a. Determine a rate per foot by dividing the lump sum per lot charge by the actual footage of the long side.

- b. The first 120 feet will be charged 25% of the rate calculated in “a” above. The balance of the frontage will be assessed at 100% of the rate calculated in “a” above. (BPW 1/21/98)
15. The requesting property owner, where permitted, shall pay all additional cost for indented parking.
16. When additional pavement width is required to accommodate on street bike lanes, the extra width beyond what would be required for a standard street design, will not be assessed.
17. Assessments will only be levied on partial or total street reconstruction for those streets that do not meet current City Street or Drainage standards prior to their reconstruction.
18. Calculation Guidelines:
- a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 25% (R-2, 50%) of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On lots having multiple frontages, there will be NO assessment for the frontage to which access is legally precluded or fronts on a naturally occurring access barrier such as a steep incline.
 - c. On inside corner or multiple frontage lots, the side or sides precluded from access are not included in the assessment frontage determination.
 - d. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the “Addressed” side.
 - e. On cul-de-sac lots, the abutting property owner shall be responsible for cul-de-sac pavement, overbuild costs including the straightaway portion of the affected property. The assessment will be calculated using total assessable cost divided by the number of properties fully or partially abutting the “bulb” according to the number of originally platted lots.
 - f. On “mouse ear” lots, defined as abutting lots to a widening in the road around a curve but not including lots on a cul-de-sac, the front foot dimensions for assessment calculation will be determined by dividing the square footage of the property by the average depth of the lots in the block.
 - g. For work abutting only part of a parcel’s total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage.
 - h. Definition of “addressed” side: The street with the house number.
 - i. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.
19. The Wheel Tax is used for reconstructed asphalt and concrete streets only. Not for rural to urban conversion to concrete pavement.
20. Portions of projects funded by TIF and IPLF are not assessable.

II. SIDEWALKS

A. General Information

SIDEWALKS (Not including New subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Width	5'	5'	5'	5'	5'	5'
	Max. Thickness	5"	5"	5"	5"	7"	7"
	Assessed at (%)	100%	125%	100%	125%	100%	125%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base Assessment Rate	Calculated annually based upon the average bid prices for the sidewalk reconstruction, concrete paving reconstruction and asphalt paving reconstruction contracts.					
(Y=Assessed N =Not Assessed) Construction Items		New and Reconstruction not meeting replacement criteria		Reconstruction meeting replacement criteria		Individual Rates (if not included in current Rate above)	
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Concrete Sidewalk		Y		N		-	
Seed & Mulch (max. of 18" on each side of walk)		Y		N		-	
Terrace Restoration		Y		N		-	
Sawcutting		N		N		-	
Fine Grading		N		N		-	
Miscellaneous Asphalt		N		N		-	
Stone Base		N		N		-	
Driveway Aprons - Removal and Replacement		Y		n/a		-	
Unclassified Excavation		N		N		-	
Erosion Control		N		N		-	
Drill-in Tie Bars/Dowels/Rebar		N		N		-	
Removal - Sidewalk		N		N		-	

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

B. Calculation Guidelines - Sidewalks

1. Assessments will be levied according to the front foot dimensions of abutting property, except as noted.
2. Sidewalks on right-of-ways 60 feet or more will be a minimum of 5 feet wide. Sidewalks on right-of ways less than 60 feet will be a minimum of 4 feet.
3. There will be no assessment for sidewalk that meets the replacement criteria as defined in the Sidewalk Maintenance Policy.
4. Assessments will be levied when sidewalks not meeting replacement criteria are replaced at the property owner's request

5. Service walks between the curb and sidewalk will be assessed to the property owner when installed on new subdivision streets.
6. The extra expense of installing a sidewalk beyond the City's standard width or in an unusual manner at the request of the owner will be charged to the abutting property owner.
7. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, state or county governments, churches and private schools and other exempt properties will be assessed 100% of the assessment rate regardless of the zoning.
8. To figure credit for useful life (20 years) of sidewalk: credit = divide age of sidewalk by 20. If less than 1.0, multiply that number by the current assessment rate.
9. For City contract installation, sidewalk assessments shall include a 6% administration fee.
10. Calculation Guidelines:
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 25% (R-2, 50%) of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On inside corner lots where all sides have equal footage, the side to be considered the short side is the "Addressed" side.
 - c. On lots having multiple frontages, there will be NO assessment for the frontage to which access is legally precluded or fronts on a naturally occurring access barrier such as a steep incline.
 - d. On inside corner or multiple frontage lots, the side or sides precluded from access is not included in the assessment frontage determination.
 - e. For work abutting only part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage.
 - f. Definition of "addressed" side: The street with the house number.

III. SANITARY SEWER

A. General Information

SANITARY SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	12"	12"	12"	12"	12"	12"
	Max. Depth	16'	16'	16'	16'	16'	16'
	% Assessed (Main/Laterals)	33%/50%	0%/50%	33%/50%	0%/50%	33%/50%	0%/50%
	Multiple Frontage Reduction	Yes*	N/A	Yes*	N/A	Yes*	N/A
	Current (33% main) Rate	Actual Cost	N/A	Actual Cost	N/A	Actual Cost	N/A
(Y=Assessed N =Not Assessed)		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Construction Items							
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Sanitary area assessment		Y		N		-	
Sanitary Sewer Main		Y		N		-	
Sanitary Manholes		Y		N		-	
Drop Manholes		Y		N		-	
Manhole Castings		Y		N		-	
Sanitary Laterals (50% Rate)		Y		Y		4" = \$52.00 >4" = Actual Cost	
Private Lateral Televising		Y-N		Y-N		Actual Cost	
Lateral Connections		Y		N		-	
Pipe Bedding		Y		N		-	
Pipe Backfill Material		Y		N		-	
Terrace Restoration		Y		N		-	
Seed & Mulch		Y		N		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		N		N		-	

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

B. Calculation Guidelines – Sanitary Sewer

- Assessments will be levied according to the front foot dimensions of abutting property, except as noted. The assessment rate for new sanitary sewers will be determined on the basis of actual construction cost up to and including 12" sanitary sewer main and manholes. The assessment rate for new construction in an existing area will be based upon the rates shown in the chart above.
- Area assessment, where applicable, will be levied in accordance with Section 18-116 of the Municipal Code of the City of Appleton.

3. Any lot or parcel within the corporate limits which has not paid a sanitary sewer assessment when the main was installed will, at the time the lateral permit is taken out, be required to pay a connection fee with the lateral permit fee. Payment of a connection fee must be made in full prior to connecting. The connection fee, equivalent to the front foot assessment and area assessment, will be based on the assessment rates the year the main was installed.
4. When utilities are installed in a street where one side is within the corporate limits but remains undeveloped, assessments will be levied for the utilities that benefit the parcel. The area assessment for sanitary sewer is calculated using a nominal lot depth of 120 feet. The balance of the area assessment will be assessed when the property is developed and charged a connection fee in lieu of assessments.
5. On sanitary relay, where existing laterals meet the sanitary lateral policy and are not re-laid, the cost of reconnecting (including short sections of connecting pipe, usually within the trench area) is absorbed by the City and not assessed to the property owner.
6. Calculation Guidelines (see chart for applicability):
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet for each side will be assessed at 0% of the assessment. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the "Addressed" side.
 - c. Where sewer exists across an entire parcel frontage, but sewer construction only occurs along part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where sewer exists along only a portion of the parcel frontage, the entire frontage will be assessed.
 - d. Assessment for construction of sanitary sewer will be levied against all abutting property frontage regardless if laterals are present, provided that the property is not legally precluded from connecting to the sewer. Amount of assessment will be calculated according to existing policy.
 - e. Cost of sewer and manhole construction deeper than 16 feet shall be borne by the city except where extra depth is required for development of adjacent property.
 - f. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.
 - g. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.
 - h. Assessable footage for sewers constructed within easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with lateral connections to the easement sewer. The easement length will be considered as "frontage" for purposes of calculating multiple-frontage reductions (see 6a. above).
 - i. Sanitary main reconstruction will be borne by the Wastewater Utility.

IV. SANITARY SEWER LATERALS

A. General Definition

1. For new development funded by the City, the total cost of lateral installation will be assessed to the property.
2. The assessment rate for reconstruction of laterals and construction of new laterals in existing streets will be based upon the rates shown in the chart from Section III above.

B. Calculation Guidelines

1. Assessments for laterals will be based on the unit cost per foot as indicated in the chart in section III.A applied to the length of the lateral between the sanitary sewer and the property line. The length of lateral assessed shall not exceed $\frac{1}{2}$ the street right-of-way width.
2. Assessments for laterals within cul-de-sacs will be based on the actual length of lateral installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
3. Assessments for laterals connected to sewers within easements will be based on actual length of lateral installed, but not to exceed $\frac{1}{2}$ the right-of-way width of the street for which the property is addressed.
4. Total Lateral Replacement Program Calculation Guidelines (Pilot Project for 2019 Carpenter Street):
 - a. For properties electing to participate: No assessments will be levied for the portion of private lateral replaced within the public right-of-way. Property owners will be assessed 50% of the actual cost for lateral replacement on private property. **Property owners will also be assessed 100% of the actual cost of private lateral televising in conjunction with this program.**
 - b. For properties declining to participate: City will only replace the portion of lateral within the public right-of-way. Property owners will be assessed 100% of the actual cost.

V. STORMWATER FACILITIES

A. General Information

STORM SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	-	-	-	-	15"	15"
	Max. Depth	-	-	-	-	10'	10'
	% Assessed (Main/Laterals)	0% / 0% ⁺	0% / 0% ⁺	0% / 0% ⁺	0% / 0% ⁺	33%/50%	33%/50%
	Corner Lot Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Current Rate	Actual Cost	\$32.00 \$36.00	Actual Cost	\$32.00 \$36.00	Actual Cost	\$32.00 \$36.00
(Y=Assessed N =Not Assessed)		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Construction Items							
Administrative Fees		Y		Y		-	
Property Owner Notification		Y		Y		-	
Regional Stormwater Facilities (built prior to 1/1/02)		Y		Y		See rates Pg. 21	
Regional Stormwater Facilities (built between 1/1/02 and 3/1/06)		Y		Y		See rates Pg. 21	
Regional Stormwater Facilities (built after 3/1/06)		N		N		-	
Locally Water Quality Practices		N		N		-	
Storm Sewer Main		Y		Y		-	
Storm Manholes		Y		Y		-	
Inlets		Y		Y		-	
Inlet Leads		Y		Y		-	
Drop Manholes		Y		Y		-	
Manhole Castings		Y		Y		-	
Storm Laterals		Y		Y		6" = \$31.00 8" = \$37.00 10" = \$40.00 12" = \$43.00 Greater than 12" actual cost	
Lateral Connections		N		N		-	
Pipe Bedding		Y		Y		-	
Pipe Backfill Material		Y		Y		-	
Terrace Restoration		Y		Y		-	
Seed & Mulch		Y		Y		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		N		N		-	

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

⁺ See Section V.B.3.b. for exceptions

B. Calculation Guidelines – Stormwater Facilities

1. Stormwater facilities shall be installed as needed to serve properties contributing to the need for, and benefiting from, such facilities. Storm main shall be installed to serve all properties on arterial streets prior to total reconstruction of the pavement.
2. Assessable stormwater facilities under this section include storm sewer, mains and piping, manholes, inlets and inlet leads. Assessments shall also include overhead, property acquisition and financing costs attributable to the facilities.
3. Assessments for storm sewer will be levied according to the front foot dimensions of abutting property.
 - a. R-1, R-2, zoning
The cost of (re) constructing or relining in existing streets will be borne by the Stormwater Utility.
 - b. The cost of constructing or reconstructing storm sewers, mini-sewers or other drainage facilities in existing developed areas zoned R-1 and R-2 annexed after January 1, 1999 will be fully assessable to the abutting property owners.
 - c. All Other Zoning
The assessment rate for storm sewer (re) construction or relining in existing streets will be 33% of the actual construction cost, up to and including 15" storm main (not deeper than 10'), manholes, inlets and inlet leads. Credit will be given for the remaining useful life of a reconstructed or relined sewer based on current cost of construction. For this purpose, the useful life of storm sewer will be 75 years.
4. Assessments for new developments will be based on the actual construction costs of facilities required by the subdivision and charged on a per lot basis. To calculate an equivalent lot cost for parkland, school properties or other atypical lots, use the average size of a new development lot that abuts the parkland, school property or atypical lot. Example, if a lot is 10,000 square feet and parkland, school property or atypical lot is 100,000 square feet; the charge for that land would be equivalent to 10 lots.
5. Any lot or parcel zoned other than R-1 or R-2, within the corporate limits which has not paid a storm sewer assessment when the main was installed will, at the time the lateral permit is taken out, be required to pay a connection fee with the lateral permit fee. This will be effective the same date as the initial Special Assessment policy for storm sewers. The connection fee, equivalent to the front foot and area assessment, will be based on the assessment rates the year the main was installed.
6. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, state or county governments, churches and private schools and other exempt properties will be assessed 100% of the assessment rate regardless of the zoning.
7. Calculation Guidelines – (See chart for applicability):
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the “Addressed” side.

- c. At the completion of the improvements, where sewer exists across an entire parcel frontage, but sewer construction only occurs along part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where sewer exists along only a portion of the parcel frontage, the entire frontage will be assessed.
- d. Assessment for reconstruction or relining of storm sewer will be levied only when the work affects the main to which the property is connected. Amount of assessment will be calculated according to the existing policy.
- e. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to the combination.
- f. New Development - 100% of actual construction costs of facilities required by the development plus area assessment.
- g. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.
- h. Assessable footage for sewers (re)constructed within Easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with lateral connections to the easement sewer. The easement length will be considered as "frontage" for purposes of calculating multiple-frontage reductions (see 7a. above).
- i. Rural to urban conversion shall be assessed as new.**

VI. STORM SEWER LATERALS

A. General Information

- 1. For new development funded by the City, the total cost of lateral installation will be assessed to the property.
- 2. The assessment rate for reconstruction of laterals and construction of new laterals in existing developed streets will be 50% of the actual construction cost.
- 3. Street Reconstruction:
 - a. Arterial Streets – Prior to total reconstruction of a street, storm laterals shall be installed to all properties that are not yet served.
 - b. Non-arterial Streets – Prior to total reconstruction of a street, storm laterals shall be installed to all properties not zoned R-1 or R-2. In addition, laterals shall be installed to residential properties based on needs identified under the mini-sewer and rehabilitation programs.

B. Calculation Guidelines

- 1. Assessments for laterals will be based on the unit cost per foot as indicated in the chart in section V.A applied to the length of the lateral between the storm sewer and the property line. The length of lateral assessed shall not exceed $\frac{1}{2}$ the street right-of-way width.
- 2. Assessments for laterals within cul-de-sacs will be based on the actual length of lateral installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- 3. The cost of installing new laterals to properties zoned R-1 or R-2 will be borne by the Stormwater Utility unless the property was annexed after January 1, 1999.
- 4. Assessments for laterals connected to sewers within easements will be based on actual length of lateral installed, but not to exceed $\frac{1}{2}$ the right-of-way width of the street for which the property is addressed.

VII. WATERMAINS AND SERVICES

A. General Information

WATER MAIN (not including New Subdivisions)		R-1,R-2,R-3 Zoning		C-1, C-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	8"	8"	12"	12"	16"	16"
	Max. Depth	-	-	-	-	-	-
	Assessed at (%)	100%	0%*	100%	0%*	100%	0%*
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Current Rate	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost

(Y=Assessed N =Not Assessed)

Construction Items

	New	Reconstruction	Individual Rates (if not included in current Rate above)
Administrative Fees	Y	N*	-
Property Owner Notification	Y	N*	-
Local Water Main	Y	N*	-
Transmission Main	N*	N*	-
Valves	Y	N*	-
Hydrants	Y	N*	-
Hydrant Leads	Y	N*	-
1"- 1 1/4" Water Service (Including connection) In New Street(s)	Y	N*	Actual Cost
1"- 1 1/4" Water Service (Including connection) In Existing Street(s)	Y	N*	Actual Cost
1 1/2" - 2" Water Service (Including connection) In New Street(s)	Y	N*	Actual Cost
1 1/2" - 2" Water Service (Including connection) In Existing Street(s)	Y	N*	Actual Cost
Pipe Bedding	Y	N*	-
Pipe Backfill Material	Y	N*	-
Terrace Restoration	Y	N*	-
Seed & Mulch	Y	N*	-
Pavement Restoration	N	N	-
Sawcutting	N	N	-
Asphalt removal	N	N	-
Concrete Removal	N	N	-
Sidewalk Removal	N	N	-
Erosion Control	Y	N	-

* See Calculation Guidelines

** Residential Use Properties to be Assessed as R-2

B. Calculation Guidelines – Water Mains and Services

- Assessments will be levied according to the front foot dimensions of abutting property, except as noted. The assessment rate will be determined on the basis of actual construction cost required by the city for development:
 - R-1, R-2 and R-3 zoning. All costs to construct water main up to and including 8" main, hydrants and valves.
 - C-1 and C-2 zoning. All costs to construct water main up to and including 12" main, hydrants and valves.

- c. Other zoning. All costs to construct water main up to and including 16" main, hydrants and valves.
 - d. Water main installed for transmission use shall not be assessed, except if no other main is available for service. The property shall be assessed at the rate of the year the main was installed based on zoning at the time of connection.
 - e. All costs to furnish and install hydrants, including leads and valves shall be assessed.
 - f. In-kind water main reconstruction, including hydrants and leads, is not assessed.
 - g. All additional costs to upgrade a water main, including additional valving due to a service and/or fire line, when requested, shall be borne by the property owner.
 - h. New, and/or additional water main(s) installed for circulation and/or looping in a developed area shall not be assessed, except in case of B1.d.
2. Permission to connect to the City water main prior to annexation must be obtained from the Common Council through the Utilities Committee.
 3. Any lot or parcel within the corporate limits which has not paid a water main assessment when the main was installed will, at the time the water lateral permit is taken out, be required to pay the connection fee with the lateral permit fee. Payment of a connection fee must be made in full prior to connecting. The connection fee, equivalent to the front foot water main assessment, will be based on the assessment rate the year the main was installed. Payment for connection fees may be made in accordance with Section XI.
 4. New Service Installation. The property owner or developer per Schedule Cz-1 (attached) shall pay all installation costs from the main through and including the curb shut-off.
 5. Replacement of Service. All additional cost to upgrade a service (example, 1" copper to 4" service line) shall be borne by the property owner or developer per Schedule X-2 (Attached).
 6. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city & county governments, churches and private schools and other exempt properties will be assessed 100% of the C-1, C-2 assessment rate regardless of the zoning.
 7. Calculation Guidelines (see chart for applicability):
 - a. On multiple frontage lots zoned R-1, R-2 or R-3, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.
 - c. Where water main exists across an entire parcel frontage, but construction only occurs along part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where water main exists along only a portion of the parcel frontage, the entire frontage will be assessed.
 - d. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the "Addressed" side.
 - e. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.

- f. Assessable footage for water mains (re)constructed within Easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with service connections to the easement main. The easement length will be considered as "frontage" for purposes of calculating multiple-frontage reductions (see 7a. above).
- g. Assessments for water services will be based on the unit cost per foot as indicated in the chart in section VII.A applied to the length of the service between the main and the property line. The length of water service assessed shall not exceed ½ the street right-of-way width.
- h. Assessments for water services within cul-de-sacs will be based on the actual length of service installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- i. Assessments for laterals connected to watermain within easements will be based on actual length of lateral installed, but not to exceed ½ the right-of-way width of the street for which the property is addressed.

VIII. STREET LIGHTING

A. Calculation Guidelines

1. Assessments for non-decorative streetlights will be levied according to the front foot dimensions of abutting property except as noted.
2. Assessments will be levied at the time of and in conjunction with the initial street light installation.
3. The assessment rate will be based on the actual cost of installation.
4. The assessment rate for replacement of existing streetlights will be based upon the additional cost of enhanced features beyond standard street light requirements.

B. Assessment Exceptions:

- a. On multiple frontage lots zoned R-1, R-2 or R-3, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
- b. On inside corner or multiple frontage lots, the side or sides precluded from access is not included in the assessment frontage.

IX. NEW SUBDIVISIONS

A. General Information

NEW SUBDIVISION DEVELOPMENT		Subdivisions Platted prior to 1/1/04 or after 12/31/14	Subdivisions Platted between 1/1/04 and 12/31/14
	Funding Mechanisms	Private Contracts / City Funds (Assessable)	Private Contracts /Standby Lines of Credit
	Development Agreement Required?	No	Yes
	Assessed at (%)	100%	100%
	Assessment Rates	Actual Costs Incurred.	Actual Costs Incurred.
Construction Items		(Y=City Funded/Assessable D=Developer Financed)	(Y=City Funded/Escrow Draws D=Developer Financed)
		Platted Prior to 1/1/04	Platted After 12/31/14
City Administrative Fees		Y	Y
Area Assessment - Sanitary		Y	Y
Park Fees		Y	D
Regional Stormwater Facilities		Y	Y
Sewer Televising		Y	Y
Temporary Asphalt Pavement		Y	Y
Concrete Pavement ⁺		Y	Y
Sidewalks		Y	Y
Boulevard Trees		Y	Y
Street Name Signs		Y	Y
Traffic Control Signs		Y	Y
Sanitary Sewer		D	D
Sanitary Overbuild		D	D
Storm Sewer		D	D
Storm Overbuild		D	D
Water Main		D	D
Water Main Overbuild		D	D
Sanitary Laterals		D	D
Storm Laterals		D	D
Water Services		D	D
Rear-yard Drains		D	D
Grading & Graveling (Right-of-way)		D	D
Lot Grading		D	D
Private Utilities (Gas, Electric, Telephone, Cable TV)		D	D
Seed & Mulch (Right-of-way)		D	D
Seed & Mulch (Lot areas)		D	D
Street Lights		D	D
Erosion Control		D	D

* See Calculation Guidelines

⁺ See Section IX.B.2 for exceptions

B. Calculation Guidelines – New subdivisions

1. The City does not provide funding for New Subdivisions platted between January 1, 2004 and December 31, 2014 except as indicated in the chart above. Escrow accounts or

irrevocable lines of credit will be required of developers for all items administered or installed by the City.

2. For subdivisions platted prior to 1/1/04 or after 12/31/14, assessments for concrete pavement shall be levied in accordance with Section I.A. of this policy.
3. Engineering fees for new subdivision developments shall be included in assessments. Included shall be preparation of plans and specifications, consultant fees, material testing fees, field survey, inspection and assessment preparation.
4. Individual lots within but not part of a new development when funded by the city shall be assessed at the current city interest rate.
5. Extraordinary sanitary sewer construction costs not to be assessed include pipes larger than 12" and depths greater than 16' when project funded by the city.
6. Typical residential street lighting will consist of 100-watt sodium vapor lamps on a wooden pole, mounted 30 feet high, spaced 250 to 300 feet apart.
7. The effective date for interest to begin accumulating on new subdivision developments will be the date of invoice. This includes all city utilities and street work.
8. Storm sewer area assessment for regional facilities built prior to 3-1-2006 shall be based on the cost of storm sewer needed to serve the subdivision and the share of downstream trunk main.

X. SPECIAL CHARGES

A. General definition

1. Special charges shall accrue interest starting 30 days following the invoice date. Interest shall accrue at the same rate as for special assessments. (Board of Public Works, June 6, 1990).

XI. METHOD OF PAYMENT

A. General Definition

1. Lump sum payment to be paid at due date.
2. One installment if the assessment is \$1000 or less.
3. Five equal annual installments if the assessment is greater than \$1000.
4. Deferred payments will bear an interest at the rate of prime plus 3.00% per annum on the unpaid balance.
5. Separate current year special assessment bills may be combined to establish eligibility for the \$1000 limit for installment payment options. Finance Department must be notified prior to November 1.

XII. APPEAL PROCESS

1. If the governing body decides to reconsider and reopen any assessment, the body may, after giving a public notice as required for the initial assessment, and after a public hearing, amend, cancel or confirm the prior assessment. Any request for a change to the first assessment, must be made within 30 days of the passage of the original final resolution. The Clerk shall publish a notice of any resolution changing the assessment, as was done with the original assessment.

XIII. MISCELLANEOUS

1. Deferred payment of special assessments is not permitted. (See WI Statutes Chapter 74.)
2. Any construction project where right-of-way acquisition would contribute to 25% or more of the assessment rate shall be brought to the Board of Public Works for review and establishment of an appropriate assessment rate. In establishing this rate, the Board will consider assessment rates for similar projects and any other information it considers relevant.

XIV. REFERENCED ITEMS

1/17/83 Street and Sanitation Committee #3

The following policy concerning sump pump discharges adopted, "When streets are paved where storm sewer laterals exist, curb openings for sump pump discharges or surface drainage shall not be allowed."

7/06/83 Street and Sanitation Committee #6

Most of this information has been put in Appendix IX Stormwater/Clear Water Discharges

3/03/93 Street and Sanitation Committee #10

Any driveway adjacent to a street paving project that is not used will be closed with curb and gutter and will have the terrace reseeded in conjunction with the street paving. The cost of this work is to be included with the assessment for curb and gutter on the project.

Any driveway aprons without improved surfaces shall be either paved with permanent surface or abandoned and closed in conjunction with a street paving project. The cost of either option will be assessed to the property.

2/02/94 Board of Public Works Report - This was adopted as part of the assessment policy.

"Publicly owned property, including lands under the jurisdiction of the Board of Education, Park Board, Water Department and other branches of city, state or county governments, and churches and private schools be assessed 100% of the assessment rate.

11/16/94 Municipal Services Committee #2 - "Resolved, that when a property asks for a second curb cut, the two neighboring properties to each side of the requesting property be notified and asked if they have any problems with the curb cut. If any of the four (4) properties are against the second curb cut, the request must be brought to Municipal Services Committee and Council for approval, thus all neighbors have an avenue for input."

1/18/95 Board of Public Works #3 - The Board reaffirms its previous recommendation that: The special assessment policy for stormwater that recovers 75% of costs from new developers and 40% from existing benefiting owners be approved. Existing is defined as that

a building permit has been issued at the time of adoption of the policy by the Common Council.

1/17/96 Board of Public Works – This was adopted with the assessment policy.

Sidewalks B.2 – The assessment rate for reconstruction of sidewalks will be 125% of the rate of new sidewalks.

9/03/97 Municipal Services Committee – Amended Driveway Opening Policy “Any driveway adjacent to a street reconstruction project that is not used will be permanently paved or closed with curb and gutter and will have terrace reseeded in conjunction with the street work.

3/03/99 Board of Public Works – “Resolved, that the repair and replacement of existing sidewalks in the green dot program be paid by the general fund after green dot has gone through the City once. All hazardous sidewalks as defined by City criteria will be replaced at City cost.”

5/15/13 Board of Public Works – Prime plus 3% will be the rate set for the 5-year payment option.

XV. **2016** SPECIAL ASSESSMENT RATES

Sanitary Sewer Laterals Reconstruction	4"	\$52.00/ft
	> 4"	actual cost
Storm Sewer Reconstruction up to & including 15" main:		\$36.00/ft
Storm Sewer Laterals Reconstruction	6"	\$31.00/ft
	8"	\$37.00/ft
	10"	\$40.00/ft
	12"	\$43.00/ft
	> 12"	actual cost
New Water Main - Zoning R1, R2, R3	up to & including 8" main:	actual cost
Zoning C1, C2	up to & including 12" main:	actual cost
Other Zoning	up to & including 16" main:	actual cost

Rates for previous Stormwater Detention Basins (Cost per ERU's)

SE Basin	75% of cost	\$173.25
	40% of cost	92.40

AAL Basin	75% of cost	\$430.20
	40% of cost	229.44

Meade Pond	\$797.04
------------	----------

Holland Pond	\$345.78
--------------	----------

Ashbury Pond	\$593.76
--------------	----------

Mud Creek South Pond	\$815.00 (2002 basin rate)
----------------------	----------------------------

Cost for 2003 basins \$860.00
 Southpoint Commerce Park Pond North (K2a), Plank Road West

Cost for 2004 basins \$915.00
 Southpoint Commerce Park Pond South (K2B)

Cost for 2005 basins \$1,104.00
 Plank Road Northwest Pond

Sheet No.1 of 1
Schedule No.Cz-1
Amendment No. 60

Public Service Commission of Wisconsin
Appleton Water Department

WATER LATERAL INSTALLATION CHARGE

Subdivision developers shall be responsible, where the main extension has been approved by the utility, for the water service lateral installation costs from the main through the curb stop and box.

When the cost of a utility main extension is to be collected through assessment by the municipality, the actual average water lateral installation costs from the main through the curb stop and box shall be included in the assessment of the appropriate properties.

The initial water service lateral(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box by the utility, for which the actual cost will be made.

EFFECTIVE: May 1, 2001
PSCW AUTHORIZATION: 190-WR-108
RATE FILE

Public Service Commission of Wisconsin
Appleton Water Department

WATER LATERAL INSTALLATION CHARGE

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set for under Wis. Stat. 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction, the total amount equivalent to that which would have been assessed for all property under (A).
 - 2. Part of the contribution required in (1) will be refundable. When additional customers are connected to the extended main within ten years of the date of completion, contributions in aid of construction will be collected equal to the amount, which would have been assessed under (A) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount, which would have been required under (A) or will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under A.

EFFECTIVE: May 1, 2001
PSCW AUTHORIZATION: 190-WR-108



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

MEMO

TO: Finance Committee

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

DATE: September 5, 2018

SUBJECT: Request for City of Appleton to waive the sidewalk special assessment for 1233 W. Cedar Street in exchange for dedication of 253 SF of property needed to construct the wide sidewalk/multi-purpose sidepath.

The City's 2019 Budget includes construction of a wide sidewalk/multi-purpose sidepath along the south side of Cedar Street as shown on the attached drawing. This sidewalk segment will connect the Lutz Park trail to the Alicia Park trail. In order to construct this sidewalk/multi-purpose sidepath we need additional right-of-way of 253 square feet from the property owner, Denise Starcher, at 1233 W. Cedar Street. The value of the property to be acquired is estimated to be \$974.05 (253 s.f. @ \$3.85/ s.f.)

The Starchers have generously offered to donate the property contingent upon the following:

- The special assessment for the sidewalk/multi-use sidepath be waived (estimated at \$1224)
- The City will maintain the walk similar to other wide sidewalks/side paths throughout the City
- The City will pay for modifications to and relocation of landscaping features within the subject area

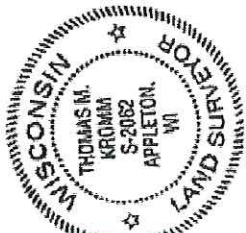
City staff supports these contingencies in order to construct this key bike/pedestrian connection through this neighborhood. If approved, the Attorney's Office will draft the appropriate land transfer documents accordingly.

Attachments



CEDAR STREET RIGHT OF WAY

Right-Of-Way Monumentation Map of a Part of Lot 2, Lot 3 and part of a 30' wide strip of land adjacent to the West line of Lot 2, Block 86, 3rd Ward Plat, all according to the Assessor's Map of the City of Appleton, being located in the SE 1/4 of Section 34, T.21N., R.17E., in the City of Appleton, Outagamie County, Wisconsin.

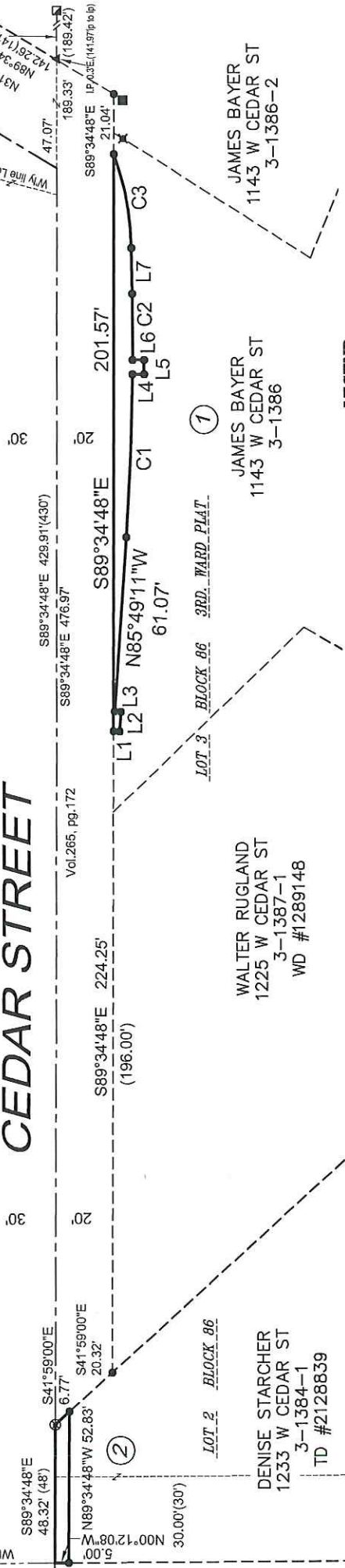


CURVE DATA TABLE			
CURVE	RADIUS	LENGTH	LCB
C1	1009.00'	56.93'	N87°26'10"W
C2	1009.00'	23.09'	N89°59'32"W
C3	100.00'	33.47'	S79°45'54"W

LINE TABLE			
L1	N04°10'49"E	2.16'	
L2	N85°49'11"W	6.94'	
L3	S04°10'49"W	2.16'	
L4	N00°25'12"E	4.00'	
L5	N89°34'48"W	5.00'	
L6	S00°25'12"W	3.97'	
L7	S89°21'08"W	16.00'	

LOT 6
BLOCK 85
2.1' N

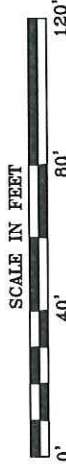
CEDAR STREET



SCHEDULE OF LAND AND INTERESTS REQUIRED

PARCEL NO.	SHEET NO.	OWNER	INTEREST	NEW AREA	EXISTING	REMAINING
1	1	JAMES AND JEANETTE BAYER	FEE	934 SQ. FT.	78,000 SQ. FT. ML	77,000 SQ. FT. ML
2	1	DENISE STARCHER	FEE	253 SQ. FT.	86,350 SQ. FT. ML	86,100 SQ. FT. ML

- LEGEND**
- = 3/4" Iron Rebar, 24" long, Weighing 1.5 lbs./ft. Set
 - ▲ = 2" O.D. Iron Pipe Found
 - △ = 1.3" O.D. Iron Pipe Found
 - × = Chisel "X" Set
 - = Railroad Spike Found
 - ⊗ = 3/4" Iron Rebar Found
 - ⊕ = Government Corner
 - ⊙ = 1 1/4" Iron Rebar Found
 - () = Measurements of Record
 - = Acquisition(Fee) Area



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, NORTH LINE OF THE SE 1/4 OF SECTION 34-21-17 RECORDED AS N88°57'04"W H:\Acad\Waeq\2018\Cedar_Street_South_Walk_0123_2018

CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474 DRAFTED BY: T. KRONM



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

MEMO

TO: Finance Committee

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

DATE: August 30, 2018

SUBJECT: Request to create a tiered fee system for the annual Street Snow Removal Assessments and approve rates for 2018/2019 winter season.

BACKGROUND

Attached is a copy of the Snow Removal Policy that was first approved by Council in 1990, and most recently updated by Council in 2017. This past year, the following questions were raised regarding this special assessment:

- **What is the concept behind the policy?** The idea is that these property owners are receiving a higher level of service than other property owners, and therefore, should pay for that additional service.
- **What streets are assessed?** The streets listed on the attached policy are assessed annually.
- **What properties are assessed?** All the properties along the streets listed in the policy except those zoned residentially. In 2017 there was a total of 617 parcels assessed.
- **Does the rate vary depending on how often the snow is removed from a particular street?** No.
- **What is the assessment rate?**
 - \$0.80 per lineal foot for streets per year
 - \$0.50 per lineal foot for alleys per year

This rate has not increased since 1990!!

- **Should the rate be different for streets that are a higher priority, and therefore snow removal occurs sooner along those streets (i.e. the downtown snow is removed before Wisconsin Avenue)?** The Finance Committee directed staff to establish a tiered system for their consideration.
- **What is the downside of eliminating this special assessment?** The downside would be the loss of the \$61,600 of revenue annually.

RECOMMENDATION

Based on inflation calculations, \$0.50 in 1990 has the same buying power as \$0.98 in 2018, and \$0.80 in 1990 has the same buying power as \$1.56 in 2018.

In a typical snow event, the snow from the downtown area is removed within the first 2 nights and the remaining areas are removed during the 3rd and 4th nights. The attached Policy shows a proposed 2-tiered fee system based on the removal of a typical snow event.

Therefore, we recommend the following tiered rate fee system for the 2018/2019 winter season:

\$1.00 per front foot for alleys

\$1.50 per front foot for Tier 2 streets

\$2.00 per front foot for Tier 1 streets

If approved, the revenue generated would be approximately \$132,900 which equates to about half of the average annual snow removal expenses for these streets.



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DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
(920) 832-6474
FAX (920) 832-6489

Council Approved: 2-1-2017

CITY OF APPLETON SNOW REMOVAL POLICY

The following policy be adopted to be in effect until revised or superseded.

A. Snow shall be removed from the roadways and alleys according to the following list:

LOCATION	FROM	TO	CLASS
S. Allen Street	E. Lawrence Street	E. Kimball Street	A
N. & S. Appleton Street	W. Prospect Avenue	W. Pacific Street	A
E. & W. College Ave.	N. Drew Street	N. Story Street	A
N. Division Street	W. College Avenue	railroad tracks	A
N. & S. Durkee Street	s/o E. Lawrence Street	E. Franklin Street	A
W. Eighth Street (N/side)	S. Walnut Street	S. Elm Street	A
S. Elm Street	W. Eighth Street	W. Lawrence Street	A
E. & W. Harris Street	N. Morrison Street	N. Appleton Street	A
E. Johnston Street	N. Durkee Street	N. Morrison Street	A
E. Kimball Street	Morrison Street	S. Allen Street	A
E. & W. Lawrence Street	S. Morrison Street	S. Memorial Drive	A
S. Memorial Drive	Fox River	W. College Avenue	A 2
N. & S. Morrison Street	E. Lawrence Street	E. Franklin Street	A
N. Morrison Street	E. Franklin Street	E. Harris Street	A
S. Morrison Street	E. Lawrence Street	E. Kimball Street	A
S. Oneida Street	Olde Oneida Street	E. Roeland Avenue	A 2
S. Oneida Street	E. Lawrence Street	E. College Avenue	A
N. Oneida Street	s/o Washington Street	E. Pacific Street	A
N. Richmond Street	W. College Avenue	W. Marquette Street	A 2

LOCATION	FROM	TO	CLASS
N. Richmond Street	W. Marquette Street	W. Northland Avenue	A 2
N. Richmond Street	W. Northland Avenue	Ridgeview Drive	A 2
W. Sixth Street (N/side)	S. Walnut Street	S. Elm Street	A
Soldiers Square	S. Morrison Street	S. Oneida Street	A
N. & S. State Street	railroad tracks	W. Lawrence Street	A
N. & S. Superior Street	W. Lawrence Street	railroad tracks	A
N. & S. Walnut Street	W. Eighth Street	W. Johnston Street	A
E. & W. Washington St	N. Drew Street	N. Division Street	A
E. & W. Wisconsin Ave	Rankin Street	N. Badger Avenue	A 2

The following are the charges for street snow removal:

\$2.00 Tier 1

\$1.50 80 cents per lineal foot with the following exceptions. **Tier 2**

\$1.00 50 cents per lineal foot for alleys.

- B. All other streets are removed based on need and staff availability. The priority 2 & 3 snow removal lists are on file at the Municipal Services Building.
- C. Snow Plowing and Removal from any City Parking Lot shall be charged to Parking Meter Account based upon actual cost.
- D. Where snow is removed at the election of the City, no charge shall be made for property zoned and used residentially.

Proposed Tier 2



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 9/10/2018

RE: Action: Award the Blue Parking Ramp Demolition contract to The Boldt Company in the amount of \$1,998,000 with a contingency of 15% for a project total not to exceed \$2,297,700.

The 2018 Capital Improvement Plan includes \$2,600,000 to raze the Blue Parking Ramp. Other costs for this project that are not included within this contract are engineering services and environmental remediation. Due to the current failing structural condition of the Blue Ramp, it was determined by the City Council to raze it.

The bids were received as follows:

The Boldt Company (low bid)	\$1,998,000
Miron Construction Co., Inc.	\$2,202,494

Our consulting engineer and the the Parks, Recreation, and Facilities Management Department have reviewed the bids and recommend awarding the contract to The Boldt Company in the amount of \$1,998,000 plus a contingency of 15% only to be utilized as needed.

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

REPORT OF THE FINANCE COMMITTEE

PROJECT LIMITS:

4-P-18

SIDEWALK CONSTRUCTION

Douglas Street – Pine Street to Rogers Avenue
Herbert Street – Pine Street to Rogers Avenue
Kamps Avenue – Approximately 153.5' West of Douglas Street to Douglas Street
Lynndale Drive – Leonard Street to Everett Street

In accordance with the preliminary resolution of the Common Council dated September 19, 2018, we herewith submit our report on the assessment of benefits on the above-named construction.

This report consists of the following:

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

Schedule B - The total cost within the project limits in accordance with the plans and specifications in Schedule A is **\$392,021.72.**

Schedule C - Proposed Assessments. The properties included within the project limits are benefited and the work or improvements constitute an exercise of the police power. The total value of assessments is **\$19,181.70.**

Finance Committee

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

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

Concrete Column, Beam and Deck Repairs in the Red Parking Ramp

Be awarded to:

Name: The Boldt Company
Address: P.O. Box 419
2525 N. Roemer Road
Appleton, WI 54912-0419

In the amount of : \$36,443.00

With a 10 % contingency of : \$3,644.00

For a project total not to exceed : \$40,087.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$50,000.00
Estimate: \$50,000.00
Committee Date: 09/10/18
Council Date: 09/19/18

**CONCRETE COLUMN, BEAM AND DECK REPAIRS
RED PARKING RAMP - APPLETON, WI
August 31, 2018**

BID TABULATION

<u>Item</u>	<u>Description</u>	<u>Qty./</u>	<u>Unit</u>	<u>The Boldt Company</u>	<u>Merit Construction Services, Inc.</u>
				<u>Bid Price</u>	<u>Bid Price</u>
1.	Level 1, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$4,681.00	\$7,850.00
2.	Level 2, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$7,081.00	\$7,850.00
3.	Level 3, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$7,081.00	\$3,856.00
4.	Perform concrete BEAM repair at Red Ramp Level 1, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$4,960.00	\$9,572.00
5.	Perform concrete BEAM repair at Red Ramp Level 2, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$2,360.00	\$1,845.00
6.	Perform concrete BEAM repair at Red Ramp Level 3, Column Grid D-6 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$4,960.00	\$3,884.00
7.	4, construction joint Grid D-15/D-16 (See Appendix) as specified in Section 5.0 of this Request for Proposals.	1	Lump Sum	\$5,320.00	\$7,575.00
TOTAL BID :				\$36,443.00	\$42,432.00

CONTRACT AMENDMENT & CHANGE ORDER

Change Order No. 1
Date 09/06/18

Contract No. 68-17 for the following public work : Red Parking Ramp Expansion Joint Replacement

between The Boldt Company (Contractor Name) , P.O. Box 419, 2525 N. Roemer Road Appleton, WI 54912 (Contractor Address)

and the City of Appleton dated: 10/4/2017 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	5123.6416	\$80,030.00	\$4,000.00	\$19,060.00	-\$4,000.00	\$99,090.00	\$0.00
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total		\$80,030.00	\$4,000.00	\$19,060.00	-\$4,000.00	\$99,090.00	\$0.00

Reason for Change: Additional deck sealing spot repair - Level 4 (\$4,180) and additional 120 linear feet EMSEAL expansion joint sealer replacement (\$14,880) in the Red Parking Ramp per attached OJB estimate No. 50873 Rev. 1.

The Contract Time will be (increased / decreased / unchanged) by this Change Order: _____ Days

The Date of Completion as of the date of this Change Order therefore is: 11/16/2018

Finance Committee Agenda Date: 09/10/18

Date approved by Council: 09/19/18



The Boldt Company
2525 N. Roemer Road
P.O. Box 419
Appleton, WI 54912-0419

920-739-6321 phone
www.boldt.com

September 6, 2018

Mr. Paul DeBraal
City of Appleton
100 North Appleton Street
Appleton, WI 54911

Re: Red Parking Lot Ramp Repairs
OBJB Estimate No. 50873 Rev.2

Dear Paul,

We are pleased to submit our proposal for the parking ramp repairs located in the Red Parking Ramp. This proposal is per our job site walk through.

Our proposal is based on the following items:

- Provide materials and labor to remove approximately 10 LF of sidewalk topping to expose ramp deck on level 4. Prepare and caulk any cracks or spalled concrete. Fill in 1 pothole with Emmaco. Pricing is based on providing 3 men for 2 days. \$4,180.00
- Labor and material to install 2.25" wide EMSEAL Joint product that we have in stock. Boldt will install this product at \$124/LF based on a 60' minimum.
- Boldt will be working straight time only.
- If additional work is requested outside of this proposal, the cost will be tracked on a Time and Material Basis and the amount will be increased accordingly.
- Piping, roofing, utility locates, hazardous material removal, painting, and permits are not included.

This bid shall stand as herein stated for thirty (30) days from the date entered above.

We thank you for the opportunity to submit this proposal and we hope to extend our services. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Brad Berger
Project Manager/Estimator

cc: Paul McCann, OBJB



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

TO: Finance Committee

FROM: Tony Saucerman, Finance Director

DATE: September 9, 2018

RE: Request approval of the use of Exhibition Center bond proceeds originally intended for interest reimbursement to fund consulting fees related to providing private funding option

On May 1, 2018, the City closed on a \$31.865 million bond issue to fund the construction of the Fox Cities Exhibition Center. Included in the bond proceeds was \$285,130 to reimburse the City for interest income that was forfeited during construction due to the City funding the project with cash reserves prior to the bonds being issued. Not included in the bond proceeds were funds to pay consulting fees related to a private funding option that was completed but later abandoned due to concerns from partner municipalities.

Although funds to pay for the cost of providing the private financing option were not allowed to be included in the bond issuance, the work to provide this option was satisfactorily completed and it has been agreed that the City has an obligation to pay the provider for work that was completed under the contract.

Therefore, in order to provide funding for this liability, I am requesting approval to utilize \$268,000 of the bond proceeds that was originally received as a reimbursement of forfeited interest income to pay von Briesen & Roper, s.c. for services noted as Phase V on the attached engagement letter. Specifically, this includes \$75,000 for the drafting of the loan documents (Page 4) and \$193,000 for legal services (Page 6).

As always, if any member of the Committee has any questions regarding this request, feel free to contact me.

ENGAGEMENT LETTER

January 31, 2017

City of Appleton
Appleton Redevelopment Authority
Attn: Mayor Tim Hanna
Attn: Director Karen Harkness
100 N. Appleton Street
Appleton, WI 54911

Re: Extension of scope of services under Engagement Letter dated September 1, 2016;
Acknowledgement of completion of services under Engagement Letter dated January
1, 2016, approved February 5, 2016.

Dear Mayor Hanna and Ms. Harkness:

Thank you for asking von Briesen & Roper, s.c. ("von Briesen") to continue its representation of the City of Appleton (the "City") and to engage with the Appleton Redevelopment Authority (the "ARA") for Phase V. As we move into the next phase of our work, I thought it would be good to recap progress to date and then provide an overview of the work we will complete during the next phase. To put in context the work just completed as well as the work we will be undertaking as we move ahead, I will provide a brief recap of Phase I through IV (which is described in greater detail in prior engagement letters) and then provide a more detailed description of the work we are just completing.

Phases I through IV were performed in whole or part while I was an attorney with the law firm of Hinshaw & Culbertson LLP. When I moved from H&C, I continued the work at von Briesen.

- Phase I & II Overview:

Key accomplishments/activities during Phase I included review with City staff of the due diligence related to the purchase agreement, a review of the governing documents of the ARA, a comparison of alternative ownership structures and analysis of the project's eligibility under tax exempt status. Through our work with the City's bond counsel and hotel management we were able to obtain approval on a management and ownership structure that would provide the facility with the greatest opportunity to be financed with tax exempt bonds.

Key accomplishments during Phase II included the approval of the purchase agreement of land by the City from the County, identification and remediation of a deficient financing structure that may have prevented tax-exempt status for the project, identification of current and potential sources and

economic modeling of various techniques that likely saved the City many times the cost of the services provided by us.

- Phase III Review:

Coalition Establishment

Hinshaw provided objective planning recommendations and strategy to assist the development of the ten communities into a unified coalition for the financing, ownership and management of the Fox Cities Exhibition Center ("FCEC"). This work included the creation of an objectively balanced financial contribution plan from each community, and a developmental and operational oversight and participation plan for all of them to be involved in the FCEC's construction and oversight. In developing an 'ask' from each community stakeholder's participation, we objectively weighed the source and quality of the region's hotel taxes, and the financing risk to construct a financial model that allowed the stakeholders to more fully and quickly appreciate and agree upon a plan documented by ordinance(s) and/or intergovernmental agreement(s). A fundamental aspect of our work in this area drove the coalition building amongst the local government stakeholders that allowed all of them to reach agreement that was ultimately memorialized in intergovernmental agreements. As part of this work, we also:

Drafted intergovernmental agreements and ordinance(s) to have such agreements authorized by each of the local government coalition members, including custom ordinances for each municipality, organized binders of the documents, including the original documents applicable to each municipality, and distributed the record books to each municipality to facilitate a clear understanding, especially at the beginning stages where the project must grow to maturity and throughout the life of the project, to be used as a reference and guide to assist each stakeholder in the good management and cooperation of the parties to the agreements; and

Reviewed governmental policies and procedures to allow the Hotel Room Tax Commission to work in harmony with bond documents, the management agreement, and any marketing agreement(s), advised the City with respect to the legal aspects of the hotel room tax commission structure necessary to accommodate bond requirements in particular as it relates to authorization of the central government assessment, collection, auditing and distribution of hotel room tax proceeds, and prepared the draft bylaws of the Room Tax Commission, which became the foundation and underpinnings for the bylaws adopted Monday, March 20, 2017.

Finance

Coordination & Collaboration - We unified the efforts of the City's third-party advisors - (i.e. lender, financial advisor, bond counsel) as well as assisted the City's internal directors who have a role in finance. In carrying out this financial coordination role, we maintained a financial model developed so that the members of the coalition were able to more easily understand the financial issues and their role in such issues and reach accord on the intergovernmental agreements.

Lender - During Phase III we assisted the City with utilizing the financial model to review and discuss how the lending marketplace might respond to a borrowing collateralized by room tax as envisioned in the model. We engaged in discussions with parties familiar with the markets that may lend into the FCEC project. We performed a preliminary review of the market conditions for debt

financing for a project with costs of approximately \$24,000,000 when the exhibition center was contemplated to be constructed above ground. During Phase II, we had identified and contracted with a financial advisor for the project at a fee that was advantageous for the City. Because the real estate purchase agreement was not approved by the City at this time, an alternative path was pursued. During Phase III, we maintained the contact and relationship with the financial advisor as well as others who may serve in similar capacity. The primary focus with respect to the finance piece of the project during Phase III was the financial model and assessing market conditions for an above-ground concept with estimated cost of \$24,000,000. The work relating to contracting with parties who will be involved in the debt structuring was by necessity deferred until the intergovernmental agreements were entered into and the real property transaction completed.

Phase IV builds upon the work done in Phase II and Phase III. During Phase III, we sought to minimize costs by avoiding overlap of services, minimizing errors to diminish gaps in required future services, as well as contribute to the efficient cohesive participation of all of the key professionals in the project. These professionals include, but are not limited to, the City's/ARA's Financial/Municipal Advisor in accordance with the Municipal Securities Rulemaking Board (MSRB), its Bond Counsel, Issuer's Counsel, and Lender if applicable.

Management Agreement

I negotiated and drafted the Fox Cities Exhibition Center Management Agreement, which was fully executed November 18, 2015. The negotiations began with meetings in Chicago to accommodate the owners of the hotel and bad weather which prevented them from being in Appleton. Thereafter negotiations continued for a several day meeting in Appleton followed by additional due diligence by all parties and final negotiations. This Agreement was accomplished with careful timing to coordinate with the intergovernmental agreements and the requirement that the Management Agreement be entered into prior to purchasing the real estate. The real estate closing took place November 24, 2015.

- Phase III continuing services related to environmental indemnification:

We continue to provide advice and counsel respecting the notice of assignment of the environmental indemnity related to real property purchased for the use by the FCEC.

- Phase III Real Estate Closing:

I provided services related to the closing of the transaction with Outagamie County, including title policy review (successfully removed easement exceptions from Schedule BII of the title commitment), preparation of the warranty deed, Wisconsin Real Estate Transfer Return, Assignment of Environment Indemnification Agreement, Right of First Refusal, Closing Statement, and memorializing parking obligations of the City that survive closing and generally coordinated closing activity and requirements.

- Phase IV Financial Advisor Selection Process and Collaboration:

Phase IV services approved February 5, 2016 included an end date of December 31, 2016. We were asked to, and agreed to, continue to provide service under the Phase IV agreement through January 31, 2017 to direct the issuance and response to the Request for Proposal ("RFP") to borrow funds

to construct the Fox Cities Exhibition Center, which was the result of the change to a below ground facility, which increased the amount needed to be borrowed, which required an entirely different strategic approach to be able to finance the costs which increased from approximately \$24,000,000 to approximately \$31,000,000, 29% higher than previously modeled and anticipated. We took on the additional role of finding a new strategic direction for financing and to put in place the potential lenders which would participate in a loan that would raise a sufficient amount to fund the higher construction costs associated with the below ground design. Months of work were spent developing the new strategic direction, communicating it to and educating the stakeholders, other professionals involved in the project and potential lenders. The RFP which was due January 13, 2017 garnered three responses. We reviewed and analyzed the responses and made a recommendation to pursue negotiations with a particular lender. We propose the next phase of services with an effective date of February 1, 2017, coinciding with the negotiations.

In summary, Phase IV was not to have extended past December 31, 2016. We extended the deadline to provide out of scope services to reach the end of the financing request for proposals to assist the City in determining a path forward. Moreover, when the decision was made to construct the FCEC underground, it involved increased costs. The increased costs of the FCEC materially changed how it would be possible to finance the construction costs. The anticipated method of financing the FCEC was to issue bonds to the public markets. With the increased costs, a bond issuance to the public markets would most likely not have raised adequate funds to cover the construction costs. Thus, Phase IV services became an effort to determine a path to borrow adequate funds, given the increased costs of construction. To fulfill our obligation under the Phase IV contract we have addressed the issue of the path forward to borrowing adequate funds to cover the increased construction costs and we extended the deadline to fulfill those services. If the FCEC had been constructed per the above-ground conceptual plan and within the time frame originally proposed, it is reasonable to assume that the Phase IV services would have been completed and that Phase V services would not be needed.

PHASE V SCOPE OF SERVICES

Phase V: Implement new strategic plan to finance the increased FCEC costs.

This letter memorializes the completion of Phase IV services. This Phase V scope of services shall be divided into two parts.

Phase V Part 1. The drafting of the loan documents: We are pleased to offer a flat fee for the drafting of the loan documents. The flat fee excludes work related to the organizing of the lending group and negotiating the terms as well as the subsequent rounds of drafting that may be needed at the request and in conjunction with the lending group and lenders' counsel. For the document preparation, we will perform the services for \$75,000. The flat fee services will be deemed accomplished upon the delivery of a full set of loan documents for review by lenders' counsel. These documents are listed on Exhibit A. This agreement does not include the cost of legal opinion letters performed by non-von Briesen attorneys. After the first set of documents are delivered to the lenders, subsequent edits and modifications shall be provided on an hourly basis consistent with Phase V Part 2.

Phase V Part 2. Finance Services to arrange lenders to make a syndicated loan including financial modeling:

We were retained to represent the City and ARA in connection with the financing of the construction costs of the FCEC by making contact with lenders and to assist with obtaining financing by those lenders. These services are law related services as defined under the ethics rules for lawyers and may not be subject to the same protections afforded legal services such as attorney client privilege. These services do not include the giving of legal advice nor the review of or preparation of contracts or other agreements. The essential service provided is to identify interested lenders, communicate to them the requirements of the project, develop terms of the loan, build, verify and audit formulas, maintain and communicate a financial model of the proposed terms of the loan, provide information to the lenders with the hope of securing a financing commitment, create analysis and facilitate the organizing and arranging (a term of art referring to the party that forms the terms, communicates them, persuades and informs potential lenders and manages the complicated process of obtaining commitments and then completing the robust, complicated and delicate requirements to close such a loan) of the loan. We will attend meetings to organize lenders, negotiate terms and facilitate communication between all parties as necessary to perform the services. The services will require substantial engagement with the lenders and their counsel to facilitate their understanding of the transaction and to facilitate the agreement between the lending institutions. We will establish and maintain a financing data room related to the FCEC finance closing. These services shall include the negotiation of the terms of the loan and working with lenders to reach an agreement on those terms. Generally, the services under Phase V Part 2 which are not legal services shall be law related services.

Nothing in this Agreement shall be construed as an assumption by von Briesen of the responsibilities or duties of the Municipal Advisor or Financial Advisor. von Briesen's services shall be rendered compatibly and in coordination with the services provided by the Municipal Advisor or Financial Advisor, particularly Speer Financial, which has been engaged as the MSRB licensed party to advise the City and ARA. We shall be entitled to rely upon Speer Financial's proper performance of their obligations pursuant to their contract with the City.

Legal Services:

We were retained to represent the City and ARA as described above with respect to legal services related to the loan we are attempting to secure for the financing of the construction costs of the FCEC. The services under this Phase V Part 2 include the work related to the editing and modification of the loan documents after the first set of documents is delivered. Generally, the legal services shall be all of those services related to Phase V that are of a legal nature and content.

It is anticipated that the loan contemplated herein shall close in the draw phase in May 2017 and the term loan shall close January 2018. The flat fee services should be performed between the date of this letter and May 2017. If the closing date is delayed past June, the flat fee shall be reasonably adjusted according to the extent of the delay. The flat fee anticipates a set of documents based upon participating lenders joining in a syndicated loan and not a bond issuance. In the event the transaction must be re-structured because of a change in circumstances, the flat fee shall be reasonably adjusted according to the work that will need to be performed under those new circumstances. The flat fee shall be paid upon approval of this Agreement. The hourly rate services shall be submitted monthly with the first invoice including services starting February 1, 2017.

FEES FOR SERVICES

The Phase V Part 2 work shall be performed at an hourly rate ranging from \$150.00 for paralegal work and a range of \$225 to \$425.00 for attorney work. We will attempt to use the lowest cost resource appropriate to the work needing to be accomplished.

At your request, we have agreed to limit the Phase V Part 2 fees to no more than \$193,000.00. The limit shall include hourly work within the scope described above occurring prior to January 31, 2018. If the closing of the term loan occurs later than January 31, 2018, the limit shall be reasonably increased by an amount equal to the work required to close the term loan, or otherwise work toward a closing of the loan that is provided after January 31, 2018. All work related to legal opinion letters performed by von Briesen attorneys shall not be counted against the limit.

Incentive Fee: In the event the loan contemplated herein closes, von Briesen shall be paid a fee equal to 1.25% of the loan amount less all amounts paid under Phase V Part 1 and 2 hourly services, which excludes the flat fee. The incentive fee shall be paid and earned at the time the draw loan closes except for \$50,000 of the fee which shall be reserved for payment upon the successful transition from the draw loan to the term loan. von Briesen shall continue to provide services described herein through the transition to the term loan.

You acknowledge that we are not general counsel for the City or the ARA and that our acceptance of this engagement does not involve an undertaking to represent the City's and the ARA's interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail an obligation to advise you of subsequent legal developments related to the matter for which we are retained after completion of our representation.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

We are pleased to have this opportunity to be of service to the City and the ARA. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please do not hesitate to call me.

Very truly yours,
von BRIESEN & ROPER, s.c.



Benjamin LaFrombois, Esq.

BDL:sf
enc.

The City of Appleton agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

CITY OF APPLETON

Please see attached signature page

By: _____ Date: _____
Tim Hanna, Mayor

The Appleton Redevelopment Authority agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

APPLETON REDEVELOPMENT AUTHORITY

By: Karen E. Harkness Date: 6/9/2017
Karen Harkness, Director




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

CITY OF APPLETON
a Wisconsin Municipal Corporation

Agreement: Phase V Engagement Agreement
vonBriesen & Roper, s.c.

Date: June 1, 2017


By:


Timothy M. Hanna, Mayor

Attest:


Kami Lynch, City Clerk

Approved as to form:


James P. Walsh, City Attorney

Countersigned pursuant to §62.09(10), Wis.
Stats.:

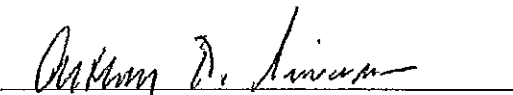

Anthony D. Saucerman, Finance Director

EXHIBIT A TO ENGAGEMENT LETTER	
LOAN DOCUMENT	SCHEDULES
Buyer/Lender Documents	
Loan Agreement	Collateral Description Lender Commitments Management Agreement (Paper Valley) Room Tax Commission and Tourism Zone Agreement Cooperation Agreement Existing Debt (Representation: NONE) Existing Liens (Representation: NONE) Existing Contingent Liabilities (Representation: NONE) Litigation (Representation: NONE)
Draw Note	
Term Note	
Assignment & Assumption Agreement (Form)	
Subscription Agreement	
Date Down of Warranties and Representations	
Compliance Certificate	
Joinder Agreement (Form)	
Perfection Certificate	
Closing Statement - Draw Loan	
Closing Statement - Term Loan	
Borrower Authorization	
Account Security Agreement	
UCC Financing Statements (Article 9 Deposit Account)	
Account Control Agreement	
Reserve Account Agreement	
Participation Purchase Agreement	
Flow of Funds/Closing Statement	
Lender Documents	
Participation Agreement	
Servicing Agreement with Instructions	
Servicer Board Authorization	
Guaranty Documents	
Guaranty - City of Appleton	
City Guaranty Note	
Opinion Letters (not Included in flat fee)	
Legal Opinions (as necessary) - tax free borrower	
Municipal Pledge - City of Appleton (Including Certification)	
Municipal Pledge - City of Kaukauna (Including Certification)	
Municipal Pledge - City of Neenah (Including Certification)	
Municipal Pledge - Village of Kimberly (Including Certification)	
Municipal Pledge - Town of Grand Chute (Including Certification)	
Municipal Pledge - Town of Neenah (Including Certification)	
Municipal Pledge - Village of Fox Crossing (Including Certification)	
Municipal Pledge - City of Menasha (Including Certification)	
Municipal Pledge - Village of Little Chute (Including Certification)	
Municipal Pledge - Village of Sherwood (Including Certification)	
Municipal Ordinance - City of Appleton (Including Certification)	
Municipal Ordinance - City of Kaukauna (Including Certification)	
Municipal Ordinance - City of Neenah (Including Certification)	
Municipal Ordinance - Village of Kimberly (Including Certification)	
Municipal Ordinance - Town of Grand Chute (Including Certification)	
Municipal Ordinance - Town of Neenah (Including Certification)	
Municipal Ordinance - Village of Fox Crossing (Including Certification)	
Municipal Ordinance - City of Menasha (Including Certification)	
Municipal Ordinance - Village of Little Chute (Including Certification)	
Municipal Ordinance - Village of Sherwood (Including Certification)	



MEMO

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

TO: Community & Economic Development Committee
CC: Director Harkness, Deputy City Attorney Behrens
FROM: Monica Stage, Deputy Director
DATE: September 5, 2018
RE: Request Approval of the Development Agreement between the City of Appleton and McFleshman's Commons, LLC in TIF District #12

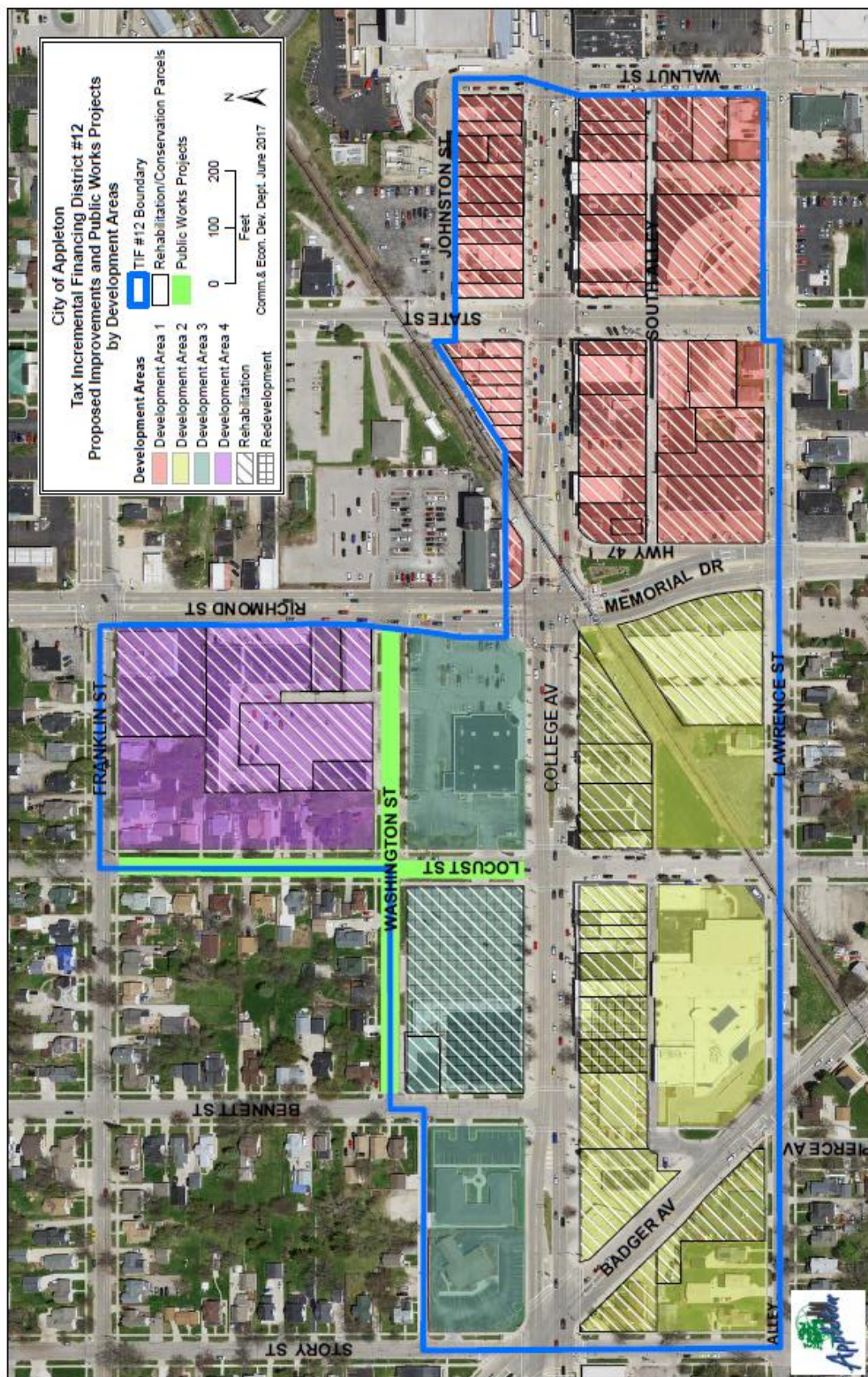
Tax Increment Financing District Number 12 (TIF District #12) was created by the City of Appleton in August 2017 under the authority provided by Wisconsin Statute Section 66.1105 "Tax Increment Law" to eliminate blight and stimulate the rehabilitation and conservation of this urban corridor located along W. College Avenue from approximately the Badger Avenue/Story Street intersection to Walnut Street. A map of TIF District #12 is found on the following page.

TIF District #12 was created as a "Rehabilitation District" based upon the finding that at least 50%, by area of the real property within the District, is blighted and/or is in need of rehabilitation and/or conservation work within the meaning of Wisconsin Statute Section 66.1337 "Urban Renewal" described below.

McFleshman's Commons LLC has requested assistance to support the continued rehabilitation of their property at 115 S. State Street. Based on the analysis of current value of the property, projected value of the property and review of proposed expenses, TIF District #12 could make available \$65,000 to support the additional work at McFleshman's Commons, LLC. This TIF investment would be payable over the next approximately 20 years based on the increased property tax payments.

Staff Recommendation:

The Development Agreement between the City of Appleton and McFleshman's Commons, LLC BE APPROVED.



TAX INCREMENT DISTRICT NO. 12
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of September, 2018, by and among McFleshman's Commons, LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns the real property located at 115 South State Street, Appleton, WI more particularly described in Exhibit A, attached hereto (the "Property"). The Property is located within the City in Tax Increment District #12. Developer has proposed improvements to the Property (the "Project"). All references to the Project include the Property.

B. The City has determined that development of the Project on the Property will spur economic development, expand the City's tax base and create new jobs. Accordingly, the City has created the tax increment district encompassing the Property (the "District") and adopted a project plan (the "Project Plan") that provides for, among other things, the financial assistance set forth in this Agreement, pursuant to Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"). The City has determined that such financial assistance is a Project Cost under the Tax Incremental Law.

C. The City has determined that the amount of financial assistance to be provided under this Agreement is the amount necessary to induce development of the Project. The Project will not proceed without the financial assistance set forth in this Agreement.

D. The City, pursuant to Common Council Action dated September 19, 2018 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

E. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

F. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES

A. Developer's Project shall include further improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Developer's costs on the Project will be not less than \$65,000.

B. Project Costs ("Project Costs") shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and the clearing, grading and redevelopment of the Project. Developer shall submit satisfactory proof of Project Costs incurred to the City as improvements set forth in Exhibit B are completed.

C. Developer warrants and represents to the City that but for the assistance to be provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

D. Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II CITY OBLIGATIONS

A. City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon the Developer creating \$284,400 in increment such that the Property's total assessed value is no less than \$537,900, the City will provide payments to Developer solely from future Tax Increments to assist with Developer's Project Costs. The City's payments to Developer shall not exceed Sixty Five Thousand Dollars (\$65,000) (the "Contribution").

The Contribution will be paid to Developer as follows:

1. The City shall pay the Contribution to Developer in installments on August 15th of each year. Each installment shall be equal in amount to ninety percent (90%) of the Tax Increments attributable to and actually received from the Property during each calendar year.

2. Payments under this Agreement shall be due in annual installments beginning on August 15 of the calendar year following the first tax year in which there the Property's assessed value is no less than \$537,900 and continuing on each August 15 thereafter until the Expiration Date (collectively the "Payment Dates") as described in Article II B., 3.

3. Payments under this Agreement shall cease upon the earlier to occur of (a) full payment of the Contribution; or (b) termination of this Agreement, as provided herein or (c) expiration of the TIF.

4. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

C. This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to separately evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

D. The City covenants to Developer that until the Contribution has been paid in full the City shall not close the District prior to its statutory expiration date.

E. The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

F. Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

A. As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

B Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

C. In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE V CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI WRITTEN NOTICES

Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Karen Harkness

With a copy to:

City of Appleton
City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799
Attn: James P. Walsh

FOR DEVELOPER:

McFleshman's Commons, LLC
c/o Cindi L. Jackman
P.O. Box 2274
115 South State Street
Appleton, WI 54911

ARTICLE VII ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

ARTICLE VIII CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

A. The City shall have no obligation to make any payment of the Contribution to Developer unless and until all of the following shall have occurred:

1. The Property's total value is greater than or equal to \$537,900.
2. Developer shall have submitted Project Costs in substantial compliance with the requirements of Article I, paragraph B of this Agreement.

B. This Agreement, and the City's obligation to make any further payments of the Contribution, shall terminate when either of the following shall have occurred:

1. The Contribution is paid in full.
2. The statutory life of the District expires (provided that the City fulfills its obligation under Article II, paragraph B.1.)
3. The Property's assessed value is less than \$537,900 by January 1, 2020.

ARTICLE IX MISCELLANEOUS

A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

B. The laws of the State of Wisconsin shall govern this Agreement.

C. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

E. Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

F. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2018, Timothy M. Hanna, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney

\\\\Coalaw\\cycom\\WPDocs\\D013\\P001\\McFleshmans Commons LLC - Dev Agmt 08-14-2018.doc
Dated Updated: August 14, 2018
By: Christopher R. Behrens
City Law A18-0605

DEVELOPER:

McFleshman's Commons, LLC

By: _____
_____, Principal

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2018,
_____, Principal, to me known to be the person who executed the
foregoing instrument and acknowledged the same in the capacity and for the purposes therein
intended.

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

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Project Improvements and Estimated Costs

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

CSM 7174 Lot 1 (Doc 2072010) BEING ALL OF LOT 16 & PART OF LOT 17 BLK 52, GRAND CHUTE PLAT, LOC IN SW1/4 SW1/4 SEC26 T21N R17E

Tax Key Nos. 31-3-0986-00

EXHIBIT B

Improvements from Sept 1 - Dec 31, 2018; prepared for City of Appleton; updated 7/5/18

	item	material cost \$410,900	labor cost \$221,800	total cost \$632,700
1st floor				
2nd floor-public	sheetrock/tape bed	\$4,500	\$4,500	\$9,000
	trim/cabinets	\$4,000	\$4,000	\$8,000
	paint	\$4,000	\$4,000	\$8,000
	floors	\$4,000	\$3,000	\$7,000
	(4) bathrooms	\$10,000	\$10,000	\$20,000
	events equipment	\$2,000	\$1,500	\$3,500
2nd floor-production	wall covering	\$1,500	\$1,500	\$3,000
	framing	\$2,000	\$1,500	\$3,500
	wine display / storage	\$1,500	\$800	\$2,300
beer garden	excavation	\$2,000	\$2,000	\$4,000
	pavers	\$2,000	\$2,000	\$4,000
	prep pack / underfill	\$1,000	\$1,000	\$2,000
	staircase	\$3,000	\$3,000	\$6,000
	stage	\$1,000	\$1,000	\$2,000
	roof	\$1,500	\$1,000	\$2,500
equipment	(4) horizontal tanks	\$80,000	\$1,500	\$81,500
	(5) fermenters	\$100,000	\$5,000	\$105,000
	open fermenter	\$5,000	\$1,500	\$6,500
	release tank	\$5,000	\$1,500	\$6,500
	cool ship	\$1,500	\$1,500	\$3,000
lab	(6) microscopes	\$1,500	\$0	\$1,500
	(4) stirplates	\$400	\$0	\$400
	autoclave	\$1,000	\$0	\$1,000
	refrigerator	\$500	\$0	\$500
	laminar hood	\$2,000	\$0	\$2,000
phase 2	4800 sq ft expansion	\$170,000	\$170,000	\$340,000



LEGAL SERVICES DEPARTMENT

Office of the City Clerk

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

Fax: 920/832-5823

MEMORANDUM

September 7, 2018

To: Alderperson Plank, Chair of Finance Committee; Finance Committee Members

From: Kami Lynch, City Clerk

Re: Rental of DS450 Machine for Central Count of Absentee Ballots

In July of this year, the Common Council approved Ordinance #66-18 moving the processing of absentee ballots on Election Day from the polling places to one central location, also known as Central Count.

The August 14th Partisan Primary Election was the city's first experience utilizing this method of processing absentee ballots. Two DS200 machines (our two spare election tabulators that are at the polling places) were used to process ballots. Although these machines are adequate for a smaller number of absentee ballots more machines would be necessary to facilitate processing of absentee ballots for a larger election, such as the General Election on November 6th.

At the last General Election the City of Appleton had 11,000 absentee ballots and it is anticipated that we will have numbers close to this for the upcoming General Election. A DS450 is a machine from our current election equipment vendor, Election Systems & Software that was designed specifically for central count locations. It can process 75 ballots per minute and has the ability to separate ballots containing write-ins or ballots with potential errors. After the experience with central count for the August election I think it is crucial to explore the most efficient option for conducting central count for the November election and the DS450 meets those needs.

The DS450 is very costly to purchase and it wouldn't be necessary to own this equipment for use only once every four years. Therefore, we have the option to rent the machine for approximately \$12,700 which includes delivery, set-up, training, and site support on Election Day. The rental of this item was not included in the 2018 budget as we had hoped to utilize electronic poll books in lieu of central count. There are funds available in the other contracts/obligations account for election programming and ballot set-up as well as the election printing/reproduction accounts as there have been significant cost savings with Outagamie County doing the election programming and ballot layout as well as the entire county using the same ballot printer and style. It is my intent to use these unspent funds toward the rental of the DS450 for the November 6th election.

Please do not hesitate to contact me with any questions you may have on this endeavor.

Respectfully,


Kami Lynch



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

Department of Utilities
Wastewater Treatment Plant
2006 E Newberry Street
Appleton, WI 54915-3128
920-832-5945 tel.
920-832-5949 fax

To: Finance Committee Chairperson Kathy Plant and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

cc: Utilities Director Chris Shaw;
Kelli Rindt, Enterprise Fund Accounting Manager

Date: August 28, 2018

Re: **Informational Item: Change Orders #1, #2, and #3 to August Winter & Sons Inc. contract as part of the Iron Salt Chemical Room Rehabilitation and Improvements Project totaling \$14,758 resulting in a decrease in contingency from \$59,786 to \$45,028. No change to overall contract amount.**

Explanation:

On December 6, 2017 Common Council approved contract for the Appleton Wastewater Treatment Plant (AWWTP) Iron Salt Chemical Room Rehabilitation and Improvements Project to August Winter and Sons Inc. for in the amount of \$398,575 with a 15% contingency of \$59,786 for a project total not to exceed \$458,361.

The project is designed to restore mechanical, electrical, and structural components within the existing chemical storage room which have reached their useful life after 25 years of service. The project also incorporates improvements to the chemical feed system that will allow for precision chemical dosing necessary to consistently achieve future low-level phosphorus limits.

August Winter & Sons Inc. initiated construction activities in January 2018 and are expected to reach final completion in September. Change orders #1, #2, and #3 are described in Table 1. The associated work tasks were not known at the time of the preliminary conditions assessment but identified as demolition and initial construction activities progressed. Each change order was authorized according to the guidelines outlined within the Appleton Procurement and Contract Management Policy.

Table 1: Iron Salt Room Rehabilitation and Improvements Project Change Orders

Change Order	Cost	Task Description
CO#1	\$3,733	Ceiling panel recoating
CO#2	\$542.0	Change out skid (credit \$4,924); replace receptacles (\$1,003); replace PRV (\$1,100); change skid piping from 1-inch to 1.5-inch (\$616); remove and replace stairs (\$2,747)
CO#3	\$10,483	Change overhead door electrical feeder (\$583); 24 v DC power supplies to isolate radar level current loop (\$695); replace damaged roof drain piping insulation (\$1,225); install two flushing connections (\$3,609); jacket water line insulation (\$3,484); install 2.5-inch PVC valve on east suction line and cap existing (\$887); extend final completion date to 9/15/18 (\$0).
Total =	\$14,758.0	
Contingency =	\$59,786	
Balance =	\$45,028	

If you have any questions regarding the project or change orders please contact Chris Stempa at 832-2353.