



# City of Appleton

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

## Meeting Agenda - Final-revised Finance Committee

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Monday, March 8, 2021

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[21-0251](#) February 22, 2021 Finance Committee meeting minutes

**Attachments:** [MeetingMinutesFeb 22-2021-11-11-38.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[21-0252](#) Request to award Unit X-21 Sewer & Water Reconstruction No. 2 to Kruczek Construction, Inc in the amount of \$2,110,110 with a 3% contingency of \$63,303 for a project total not to exceed \$2,173,413

**Attachments:** [Award of Contract Unit X-21.pdf](#)

[21-0253](#) Request to award a design and engineering services contract for the Appleton Public Library to Skidmore, Owings & Merrill in the amount of \$2,721,389 with a 5% contingency of \$136,070 for a project total not to exceed \$2,857,459, and approve the following related 2021 Budget amendment:

**Facilities Management Capital Projects Fund**

Capital Outlay - Library Project	+\$457,459
Proceeds of Long-Term Debt	+\$457,459

to record additional costs of design and engineering services contract (2/3 vote of Common Council required)

**Attachments:** [2021 Library Architect and Engineers.pdf](#)  
[SOM Letter to Appleton Community 3-8-2021.pdf](#)

[21-0254](#) Request to approve the disposal of surplus beds

**Attachments:** [Finance Committee Bed Donation Memo 2021 \(004\).pdf](#)  
[WG&R Brighter Dreams Program.pdf](#)

[21-0257](#) Request to approve Sixth/Seventh Additions to Emerald Valley Development Agreement

**Attachments:** [Emerald Valley Development Agreement.pdf](#)

[21-0263](#) Request to award the City of Appleton's 2021 Parks Hardscapes Project - AMP Parking Lot #3 Reconstruction Project contract to Northeast Asphalt, Inc in the amount of \$289,788 with a contingency of \$50,000 for a project total not to exceed \$339,788

**Attachments:** [2021 AMP Parking Lot #3 Renovation.pdf](#)

[21-0264](#) Request to award the City of Appleton's Wastewater A & S Building's HVAC Upgrades Phase 2 Project contract to EGI Mechanical, Inc in the amount of \$736,577 with a contingency of \$13,000 for a project total not to exceed \$749,577

**Attachments:** [2021 AWWTP S-Building HVAC Upgrades.pdf](#)

## 6. Information Items

[21-0256](#) The following 2020 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

### **General Fund - Fire Department**

Donations	+\$ 1,000
Miscellaneous Equipment	+\$ 1,000

to record donation from the Bill & Ann Guyon Charitable Fund for the purchase of equipment

[21-0258](#) Change Order #9 to August Winter and Sons contract as part of the 2017 AWWTP Improvements Projects totaling \$0 resulting in no change from prior contingency balance of \$144,311

**Attachments:** [AWWTP Improvements Change Order No9.pdf](#)

[21-0259](#)

Contract 44-20 was awarded to Vinton Construction for \$2,395,748 with a contingency of \$42,000 for Asphalt Pavement Reconstruction. Change orders were approved totaling \$4,438. Final contract amount is \$2,400,186 with a contingency of \$37,562. Payments issued to date total \$1,872,701.80. Request final payment of \$173,127.11

## 7. Adjournment

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

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

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



# City of Appleton

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

## Meeting Minutes Finance Committee

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Monday, February 22, 2021

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

**Meeting called to order at 5:30pm**

2. Roll call of membership

**Present:** 4 - Lobner, Meltzer, Reed and Siebers

**Excused:** 1 - Coenen

3. Approval of minutes from previous meeting

[21-0210](#)

February 8, 2021 Finance Committee meeting minutes

**Attachments:** [MeetingMinutesFeb-08-2021-09-44-40.pdf](#)

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

**Aye:** 4 - Lobner, Meltzer, Reed and Siebers

**Excused:** 1 - Coenen

4. Public Hearings/Appearances

5. Action Items

[21-0211](#)

Request to award Unit B-21 Asphalt Pavement Reconstruction to Vinton Construction Company in the amount of \$1,712,148 with a 2.7% contingency of \$45,625 for a project total not to exceed \$1,757,773

**Attachments:** [Award of Contract Unit B-21.pdf](#)

*Aldersperson Coenen arrived at 5:33pm*

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

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

[21-0212](#)

Request approval to write off delinquent accounts receivable invoices and personal property taxes (outstanding for more than one year) in the following amounts: 2017 accounts receivable invoices of \$4,868.80 and personal property taxes of \$25,246.73; and 2018 accounts receivable invoices of \$18,747.96 and personal property taxes of \$15,096.65

**Attachments:** [Write-off List 2021 for Committee.pdf](#)

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

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

[21-0213](#)

Request to approve the following 2021 Budget amendment:

**Valley Transit**

Federal Grant	+ \$110,964
Miscellaneous Local Aids	+ \$ 27,741
Capital Outlay - Software	+ \$138,705

to record funding for, and purchase of, the Trans Data Management software program (2/3 vote of Council required)

**Attachments:** [VT Trans Data Management Memo 2021-02-18.pdf](#)

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

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

[20-0527](#)

Resolution #8-R-20 City of Appleton Brand Study

**Attachments:** [#8-R-20 Branding Resolution-format.pdf](#)  
[Brand Study RFP Memo.pdf](#)  
[CoA Brand Study RFP\\_DRAFT 020121.pdf](#)

**Lobner moved, seconded by Reed, that the Report Action Item be held until funding of study and implementation cost estimates are available at the June 21, 2021 Committee meeting. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

[21-0215](#)

Request to approve the following 2021 Budget amendment:

**Reid Golf Course**

Capital Outlay - Parking Lot	+\$ 43,000
Fund Balance	- \$ 43,000

to record funding for and additional spending authority for parking lot construction (2/3 vote of Council required)

**Attachments:**     [2021 Reid Golf Course Parking Lot Budget Amendment.pdf](#)

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

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

**6. Information Items**

[21-0214](#)

Contract 2-19 was awarded to Pheifer Brothers Construction for \$5,460,841 with a contingency of \$124,856 for Oneida Street Bridge Over Jones Park. Payments issued to date total \$4,889,898.53. Request final payment of \$211,585.89

**This contract final payment was presented**

**7. Adjournment**

**Reed moved, seconded by Meltzer, that the meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

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

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

**SUBJECT: Award of Contract**

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

X-21 Sewer & Water Main Reconstruction No. 2

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**Be awarded to:**

Name: Kruczek Construction, Inc.  
Address: 3636 Kewaunee Road  
Green Bay, WI 54311

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**In the amount of :** \$2,110,110.10

**With a 3 % contingency of :** \$63,303.30

**For a project total not to exceed :** \$2,173,413.40

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

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

Budget: \$2,360,535.00  
Estimate: \$2,444,982.50  
Committee Date: 03/08/21  
Council Date: 03/17/21

**Bid Tabulation**

**X-21 Sewer and Water Reconstruction (#7535648)**

02/22/2021 01:45 PM CST

Bid Item	Item Description	Unit	Qty	Kruczek Construction Inc.		PTS Contractors, Inc	
				Unit Price	Total \$	Unit Price	Total \$
1	Furnish & Install 12" Water Main	Lin. Ft.	4560	\$86.00	\$392,160.00	\$85.00	\$387,600.00
2	Furnish & Install 8" Water Main	Lin. Ft.	2350	\$69.00	\$162,150.00	\$74.00	\$173,900.00
3	Furnish & Install 6" Hydrant Lead	Lin. Ft.	105	\$89.00	\$9,345.00	\$83.00	\$8,715.00
4	Furnish & Install Hydrant	EA	10	\$4,650.00	\$46,500.00	\$4,065.00	\$40,650.00
5	Furnish & Install 12" Gate Valve with Box	EA	18	\$3,350.00	\$60,300.00	\$3,065.00	\$55,170.00
6	Furnish & Install 8" Gate Valve with Box	EA	16	\$1,925.00	\$30,800.00	\$1,750.00	\$28,000.00
7	Furnish & Install 6" Gate Valve with Box	EA	10	\$1,350.00	\$13,500.00	\$1,280.00	\$12,800.00
8	Furnish & Install 12" Bend	EA	20	\$600.00	\$12,000.00	\$555.00	\$11,100.00
9	Furnish & Install 8" Bend	EA	25	\$300.00	\$7,500.00	\$300.00	\$7,500.00
10	Furnish & Install 1" Service	Lin. Ft.	1020	\$95.00	\$96,900.00	\$114.00	\$116,280.00
11	Furnish & Install 2" Service	Lin. Ft.	10	\$110.00	\$1,100.00	\$220.00	\$2,200.00
12	Furnish & Install 1 1/2" Service	Lin. Ft.	20	\$140.00	\$2,800.00	\$167.00	\$3,340.00
13	Service Connection	EA	112	\$125.00	\$14,000.00	\$205.00	\$22,960.00
14	Furnish & Install Curb Box (Complete)	EA	112	\$345.00	\$38,640.00	\$510.00	\$57,120.00
15	Furnish & Install 12" Sanitary Sewer	Lin. Ft.	325	\$73.00	\$23,725.00	\$87.00	\$28,275.00
16	Furnish & Install 10" Sanitary Sewer	Lin. Ft.	1310	\$80.00	\$104,800.00	\$101.00	\$132,310.00
17	Furnish & Install 8" Sanitary Sewer	Lin. Ft.	1175	\$80.00	\$94,000.00	\$94.00	\$110,450.00
18	Reconnect Sanitary Lateral	EA	96	\$300.00	\$28,800.00	\$418.00	\$40,128.00
19	Furnish & Install 4"-6" Sanitary Lateral	Lin. Ft.	2250	\$76.50	\$172,125.00	\$100.00	\$225,000.00
20	Furnish & Install Sanitary Maintenance hole	Vert. Ft.	125	\$300.00	\$37,500.00	\$280.00	\$35,000.00
21	Furnish & Install Sanitary Maintenance hole Casting	EA	12	\$330.00	\$3,960.00	\$635.00	\$7,620.00
22	Disconnect Sanitary Lateral at Main	EA	2	\$750.00	\$1,500.00	\$1,400.00	\$2,800.00
23	Furnish & Install Flowable Fill	Cu. Yds.	60	\$100.00	\$6,000.00	\$72.00	\$4,320.00
24	Furnish & Install 19"x 30" Class IV Storm Sewer	Lin. Ft.	790	\$100.00	\$79,000.00	\$93.00	\$73,470.00
25	Furnish & Install 21" Storm Sewer	Lin. Ft.	20	\$125.00	\$2,500.00	\$218.00	\$4,360.00
26	Furnish & Install 18" Storm Sewer	Lin. Ft.	350	\$85.00	\$29,750.00	\$67.00	\$23,450.00
27	Furnish & Install 15" Storm Sewer	Lin. Ft.	700	\$67.00	\$46,900.00	\$82.00	\$57,400.00
28	Furnish & Install 12" Storm Sewer	Lin. Ft.	1695	\$62.00	\$105,090.00	\$69.00	\$116,955.00
29	Furnish & Install 12" Storm Lateral	Lin. Ft.	25	\$70.00	\$1,750.00	\$78.00	\$1,950.00
30	Furnish & Install 6" Storm Lateral	Lin. Ft.	1600	\$38.00	\$60,800.00	\$42.00	\$67,200.00
31	Furnish & Install 15" Inlet Lead	Lin. Ft.	30	\$79.00	\$2,370.00	\$92.00	\$2,760.00
32	Furnish & Install 12" Inlet Lead	Lin. Ft.	310	\$60.00	\$18,600.00	\$77.00	\$23,870.00
33	Furnish & Install 10" Inlet Lead	Lin. Ft.	20	\$79.00	\$1,580.00	\$96.00	\$1,920.00
34	Storm Lateral Hook-Up	EA	25	\$200.00	\$5,000.00	\$355.00	\$8,875.00
35	Furnish & Install 8' Dia. Storm Maintenance Manhole	EA	1	\$8,000.00	\$8,000.00	\$13,200.00	\$13,200.00
36	Furnish & Install 6' Dia. Storm Maintenance hole	Vert. Ft.	22	\$525.00	\$11,550.00	\$515.00	\$11,330.00
37	Furnish & Install 5' Dia. Storm Maintenance hole	Vert. Ft.	12	\$550.00	\$6,600.00	\$396.00	\$4,752.00
38	Furnish & Install 4' Dia. Storm Maintenance hole	Vert. Ft.	60	\$315.00	\$18,900.00	\$275.00	\$16,500.00
39	Furnish & Install Storm Maintenance hole Casting	EA	14	\$365.00	\$5,110.00	\$646.00	\$9,044.00
40	Furnish & Install "E" Inlet w/Frame & Grate	EA	13	\$1,700.00	\$22,100.00	\$1,725.00	\$22,425.00
41	Furnish & Install "C" Inlet w/Frame & Grate	EA	1	\$2,200.00	\$2,200.00	\$1,730.00	\$1,730.00
42	Abandon Maintenance hole	EA	1	\$600.00	\$600.00	\$348.00	\$348.00
43	Furnish & Install 8" Concrete Pavement	Sq. Yds.	210	\$93.00	\$19,530.00	\$86.00	\$18,060.00
44	Furnish & Install Concrete Sidewalk	Sq. Ft.	100	\$12.25	\$1,225.00	\$10.00	\$1,000.00
45	Spot Repair (Under 9' deep)	EA	2	\$5,500.00	\$11,000.00	\$3,750.00	\$7,500.00
46	Spot Repair (Over 9' deep)	EA	2	\$10,000.00	\$20,000.00	\$7,050.00	\$14,100.00
47	Furnish & Paint Pavement Marking Stop Line (18"/24")	Lin. Ft.	50	\$2.00	\$100.00	\$1.60	\$80.00
48	Furnish & Paint Pavement Marking Crosswalk (6")	Lin. Ft.	125	\$1.00	\$125.00	\$1.00	\$125.00
49	Furnish & Install Type "D-M" Inlet Protection	EA	66	\$100.00	\$6,600.00	\$70.00	\$4,620.00
50	Sediment Log	Lin. Ft.	70	\$10.00	\$700.00	\$8.00	\$560.00
51	Temporary Asphalt Pavement	Lump Sum	1	\$234,325.10	\$234,325.10	\$205,000.00	\$205,000.00
52	Temporary Traffic Control	Lump Sum	1	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00
53	Removal of Contaminated Soil	Cu. Yds.	150	\$10.00	\$1,500.00	\$9.00	\$1,350.00
54	Furnish & Install Extra Stone Bedding	Tons	150	\$10.00	\$1,500.00	\$1.00	\$150.00
<b>Base Bid Total:</b>				<b>\$2,110,110.10</b>		<b>\$2,251,322.00</b>	

**Bid Tabulation**

**X-21 Sewer and Water Reconstruction (#7535648)**

02/22/2021 01:45 PM CST

Bid Item	Item Description	Unit	Qty	Jossart Brothers, Inc.		Dorner Inc.	
				Unit Price	Total \$	Unit Price	Total \$
1	Furnish & Install 12" Water Main	Lin. Ft.	4560	\$88.00	\$401,280.00	\$100.00	\$456,000.00
2	Furnish & Install 8" Water Main	Lin. Ft.	2350	\$78.00	\$183,300.00	\$80.00	\$188,000.00
3	Furnish & Install 6" Hydrant Lead	Lin. Ft.	105	\$75.00	\$7,875.00	\$96.00	\$10,080.00
4	Furnish & Install Hydrant	EA	10	\$4,100.00	\$41,000.00	\$4,474.00	\$44,740.00
5	Furnish & Install 12" Gate Valve with Box	EA	18	\$3,350.00	\$60,300.00	\$3,281.00	\$59,058.00
6	Furnish & Install 8" Gate Valve with Box	EA	16	\$1,900.00	\$30,400.00	\$1,886.00	\$30,176.00
7	Furnish & Install 6" Gate Valve with Box	EA	10	\$1,350.00	\$13,500.00	\$1,350.00	\$13,500.00
8	Furnish & Install 12" Bend	EA	20	\$600.00	\$12,000.00	\$660.00	\$13,200.00
9	Furnish & Install 8" Bend	EA	25	\$310.00	\$7,750.00	\$361.00	\$9,025.00
10	Furnish & Install 1" Service	Lin. Ft.	1020	\$105.00	\$107,100.00	\$80.00	\$81,600.00
11	Furnish & Install 2" Service	Lin. Ft.	10	\$115.00	\$1,150.00	\$100.00	\$1,000.00
12	Furnish & Install 1 1/2" Service	Lin. Ft.	20	\$110.00	\$2,200.00	\$125.00	\$2,500.00
13	Service Connection	EA	112	\$300.00	\$33,600.00	\$272.00	\$30,464.00
14	Furnish & Install Curb Box (Complete)	EA	112	\$350.00	\$39,200.00	\$435.00	\$48,720.00
15	Furnish & Install 12" Sanitary Sewer	Lin. Ft.	325	\$100.00	\$32,500.00	\$97.00	\$31,525.00
16	Furnish & Install 10" Sanitary Sewer	Lin. Ft.	1310	\$97.00	\$127,070.00	\$100.00	\$131,000.00
17	Furnish & Install 8" Sanitary Sewer	Lin. Ft.	1175	\$94.00	\$110,450.00	\$95.00	\$111,625.00
18	Reconnect Sanitary Lateral	EA	96	\$250.00	\$24,000.00	\$213.00	\$20,448.00
19	Furnish & Install 4"-6" Sanitary Lateral	Lin. Ft.	2250	\$91.00	\$204,750.00	\$85.00	\$191,250.00
20	Furnish & Install Sanitary Maintenance hole	Vert. Ft.	125	\$270.00	\$33,750.00	\$327.00	\$40,875.00
21	Furnish & Install Sanitary Maintenance hole Casting	EA	12	\$750.00	\$9,000.00	\$436.00	\$5,232.00
22	Disconnect Sanitary Lateral at Main	EA	2	\$1,500.00	\$3,000.00	\$716.00	\$1,432.00
23	Furnish & Install Flowable Fill	Cu. Yds.	60	\$100.00	\$6,000.00	\$124.00	\$7,440.00
24	Furnish & Install 19"x 30" Class IV Storm Sewer	Lin. Ft.	790	\$97.00	\$76,630.00	\$96.00	\$75,840.00
25	Furnish & Install 21" Storm Sewer	Lin. Ft.	20	\$150.00	\$3,000.00	\$114.00	\$2,280.00
26	Furnish & Install 18" Storm Sewer	Lin. Ft.	350	\$88.00	\$30,800.00	\$100.00	\$35,000.00
27	Furnish & Install 15" Storm Sewer	Lin. Ft.	700	\$79.00	\$55,300.00	\$95.00	\$66,500.00
28	Furnish & Install 12" Storm Sewer	Lin. Ft.	1695	\$78.00	\$132,210.00	\$70.00	\$118,650.00
29	Furnish & Install 12" Storm Lateral	Lin. Ft.	25	\$78.00	\$1,950.00	\$67.00	\$1,675.00
30	Furnish & Install 6" Storm Lateral	Lin. Ft.	1600	\$57.00	\$91,200.00	\$60.00	\$96,000.00
31	Furnish & Install 15" Inlet Lead	Lin. Ft.	30	\$90.00	\$2,700.00	\$73.00	\$2,190.00
32	Furnish & Install 12" Inlet Lead	Lin. Ft.	310	\$83.00	\$25,730.00	\$66.00	\$20,460.00
33	Furnish & Install 10" Inlet Lead	Lin. Ft.	20	\$80.00	\$1,600.00	\$89.00	\$1,780.00
34	Storm Lateral Hook-Up	EA	25	\$200.00	\$5,000.00	\$213.00	\$5,325.00
35	Furnish & Install 8' Dia. Storm Maintenance Manhole	EA	1	\$6,100.00	\$6,100.00	\$7,421.00	\$7,421.00
36	Furnish & Install 6' Dia. Storm Maintenance hole	Vert. Ft.	22	\$515.00	\$11,330.00	\$595.00	\$13,090.00
37	Furnish & Install 5' Dia. Storm Maintenance hole	Vert. Ft.	12	\$465.00	\$5,580.00	\$639.00	\$7,668.00
38	Furnish & Install 4' Dia. Storm Maintenance hole	Vert. Ft.	60	\$300.00	\$18,000.00	\$312.00	\$18,720.00
39	Furnish & Install Storm Maintenance hole Casting	EA	14	\$350.00	\$4,900.00	\$417.00	\$5,838.00
40	Furnish & Install "E" Inlet w/Frame & Grate	EA	13	\$2,000.00	\$26,000.00	\$1,911.00	\$24,843.00
41	Furnish & Install "C" Inlet w/Frame & Grate	EA	1	\$2,000.00	\$2,000.00	\$1,920.00	\$1,920.00
42	Abandon Maintenance hole	EA	1	\$500.00	\$500.00	\$577.00	\$577.00
43	Furnish & Install 8" Concrete Pavement	Sq. Yds.	210	\$90.00	\$18,900.00	\$90.00	\$18,900.00
44	Furnish & Install Concrete Sidewalk	Sq. Ft.	100	\$10.50	\$1,050.00	\$11.00	\$1,100.00
45	Spot Repair (Under 9' deep)	EA	2	\$5,300.00	\$10,600.00	\$2,607.00	\$5,214.00
46	Spot Repair (Over 9' deep)	EA	2	\$6,500.00	\$13,000.00	\$5,560.00	\$11,120.00
47	Furnish & Paint Pavement Marking Stop Line (18"/24")	Lin. Ft.	50	\$85.00	\$4,250.00	\$85.00	\$4,250.00
48	Furnish & Paint Pavement Marking Crosswalk (6")	Lin. Ft.	125	\$22.00	\$2,750.00	\$21.00	\$2,625.00
49	Furnish & Install Type "D-M" Inlet Protection	EA	66	\$100.00	\$6,600.00	\$106.00	\$6,996.00
50	Sediment Log	Lin. Ft.	70	\$10.00	\$700.00	\$13.00	\$910.00
51	Temporary Asphalt Pavement	Lump Sum	1	\$225,000.00	\$225,000.00	\$243,466.00	\$243,466.00
52	Temporary Traffic Control	Lump Sum	1	\$30,000.00	\$30,000.00	\$38,778.00	\$38,778.00
53	Removal of Contaminated Soil	Cu. Yds.	150	\$15.00	\$2,250.00	\$24.00	\$3,600.00
54	Furnish & Install Extra Stone Bedding	Tons	150	\$15.00	\$2,250.00	\$15.00	\$2,250.00
<b>Base Bid Total:</b>				<b>\$2,309,055.00</b>		<b>\$2,373,876.00</b>	

**Bid Tabulation**

**X-21 Sewer and Water Reconstruction (#7535648)**

02/22/2021 01:45 PM CST

Bid Item	Item Description	Unit	Qty	Soper Sewer & Water, LLC.		Carl Bowers & Sons Const Co. Inc.	
				Unit Price	Total \$	Unit Price	Total \$
1	Furnish & Install 12" Water Main	Lin. Ft.	4560	\$94.00	\$428,640.00	\$120.00	\$547,200.00
2	Furnish & Install 8" Water Main	Lin. Ft.	2350	\$84.00	\$197,400.00	\$99.00	\$232,650.00
3	Furnish & Install 6" Hydrant Lead	Lin. Ft.	105	\$90.00	\$9,450.00	\$100.00	\$10,500.00
4	Furnish & Install Hydrant	EA	10	\$3,850.00	\$38,500.00	\$4,300.00	\$43,000.00
5	Furnish & Install 12" Gate Valve with Box	EA	18	\$3,000.00	\$54,000.00	\$3,100.00	\$55,800.00
6	Furnish & Install 8" Gate Valve with Box	EA	16	\$1,800.00	\$28,800.00	\$1,800.00	\$28,800.00
7	Furnish & Install 6" Gate Valve with Box	EA	10	\$1,200.00	\$12,000.00	\$1,350.00	\$13,500.00
8	Furnish & Install 12" Bend	EA	20	\$800.00	\$16,000.00	\$700.00	\$14,000.00
9	Furnish & Install 8" Bend	EA	25	\$350.00	\$8,750.00	\$360.00	\$9,000.00
10	Furnish & Install 1" Service	Lin. Ft.	1020	\$82.00	\$83,640.00	\$100.00	\$102,000.00
11	Furnish & Install 2" Service	Lin. Ft.	10	\$120.00	\$1,200.00	\$120.00	\$1,200.00
12	Furnish & Install 1 1/2" Service	Lin. Ft.	20	\$110.00	\$2,200.00	\$120.00	\$2,400.00
13	Service Connection	EA	112	\$260.00	\$29,120.00	\$350.00	\$39,200.00
14	Furnish & Install Curb Box (Complete)	EA	112	\$250.00	\$28,000.00	\$325.00	\$36,400.00
15	Furnish & Install 12" Sanitary Sewer	Lin. Ft.	325	\$120.00	\$39,000.00	\$110.00	\$35,750.00
16	Furnish & Install 10" Sanitary Sewer	Lin. Ft.	1310	\$110.00	\$144,100.00	\$103.00	\$134,930.00
17	Furnish & Install 8" Sanitary Sewer	Lin. Ft.	1175	\$102.00	\$119,850.00	\$100.00	\$117,500.00
18	Reconnect Sanitary Lateral	EA	96	\$300.00	\$28,800.00	\$350.00	\$33,600.00
19	Furnish & Install 4"-6" Sanitary Lateral	Lin. Ft.	2250	\$84.00	\$189,000.00	\$105.00	\$236,250.00
20	Furnish & Install Sanitary Maintenance hole	Vert. Ft.	125	\$280.00	\$35,000.00	\$400.00	\$50,000.00
21	Furnish & Install Sanitary Maintenance hole Casting	EA	12	\$650.00	\$7,800.00	\$700.00	\$8,400.00
22	Disconnect Sanitary Lateral at Main	EA	2	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00
23	Furnish & Install Flowable Fill	Cu. Yds.	60	\$100.00	\$6,000.00	\$150.00	\$9,000.00
24	Furnish & Install 19"x 30" Class IV Storm Sewer	Lin. Ft.	790	\$122.00	\$96,380.00	\$110.00	\$86,900.00
25	Furnish & Install 21" Storm Sewer	Lin. Ft.	20	\$340.00	\$6,800.00	\$100.00	\$2,000.00
26	Furnish & Install 18" Storm Sewer	Lin. Ft.	350	\$80.00	\$28,000.00	\$85.00	\$29,750.00
27	Furnish & Install 15" Storm Sewer	Lin. Ft.	700	\$70.00	\$49,000.00	\$80.00	\$56,000.00
28	Furnish & Install 12" Storm Sewer	Lin. Ft.	1695	\$66.00	\$111,870.00	\$74.00	\$125,430.00
29	Furnish & Install 12" Storm Lateral	Lin. Ft.	25	\$90.00	\$2,250.00	\$84.00	\$2,100.00
30	Furnish & Install 6" Storm Lateral	Lin. Ft.	1600	\$56.00	\$89,600.00	\$64.00	\$102,400.00
31	Furnish & Install 15" Inlet Lead	Lin. Ft.	30	\$90.00	\$2,700.00	\$85.00	\$2,550.00
32	Furnish & Install 12" Inlet Lead	Lin. Ft.	310	\$70.00	\$21,700.00	\$75.00	\$23,250.00
33	Furnish & Install 10" Inlet Lead	Lin. Ft.	20	\$90.00	\$1,800.00	\$72.00	\$1,440.00
34	Storm Lateral Hook-Up	EA	25	\$200.00	\$5,000.00	\$250.00	\$6,250.00
35	Furnish & Install 8' Dia. Storm Maintenance Manhole	EA	1	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00
36	Furnish & Install 6' Dia. Storm Maintenance hole	Vert. Ft.	22	\$516.00	\$11,352.00	\$700.00	\$15,400.00
37	Furnish & Install 5' Dia. Storm Maintenance hole	Vert. Ft.	12	\$500.00	\$6,000.00	\$550.00	\$6,600.00
38	Furnish & Install 4' Dia. Storm Maintenance hole	Vert. Ft.	60	\$450.00	\$27,000.00	\$400.00	\$24,000.00
39	Furnish & Install Storm Maintenance hole Casting	EA	14	\$450.00	\$6,300.00	\$500.00	\$7,000.00
40	Furnish & Install "E" Inlet w/Frame & Grate	EA	13	\$1,800.00	\$23,400.00	\$2,000.00	\$26,000.00
41	Furnish & Install "C" Inlet w/Frame & Grate	EA	1	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
42	Abandon Maintenance hole	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00
43	Furnish & Install 8" Concrete Pavement	Sq. Yds.	210	\$90.00	\$18,900.00	\$90.00	\$18,900.00
44	Furnish & Install Concrete Sidewalk	Sq. Ft.	100	\$13.50	\$1,350.00	\$12.00	\$1,200.00
45	Spot Repair (Under 9' deep)	EA	2	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00
46	Spot Repair (Over 9' deep)	EA	2	\$8,275.00	\$16,550.00	\$7,000.00	\$14,000.00
47	Furnish & Paint Pavement Marking Stop Line (18"/24")	Lin. Ft.	50	\$82.00	\$4,100.00	\$82.00	\$4,100.00
48	Furnish & Paint Pavement Marking Crosswalk (6")	Lin. Ft.	125	\$22.00	\$2,750.00	\$22.00	\$2,750.00
49	Furnish & Install Type "D-M" Inlet Protection	EA	66	\$100.00	\$6,600.00	\$100.00	\$6,600.00
50	Sediment Log	Lin. Ft.	70	\$20.00	\$1,400.00	\$10.00	\$700.00
51	Temporary Asphalt Pavement	Lump Sum	1	\$242,000.00	\$242,000.00	\$200,000.00	\$200,000.00
52	Temporary Traffic Control	Lump Sum	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
53	Removal of Contaminated Soil	Cu. Yds.	150	\$30.00	\$4,500.00	\$30.00	\$4,500.00
54	Furnish & Install Extra Stone Bedding	Tons	150	\$15.00	\$2,250.00	\$25.00	\$3,750.00
<b>Base Bid Total:</b>				<b>\$2,374,102.00</b>		<b>\$2,600,050.00</b>	



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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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

TO: Finance Committee

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

DATE: 3/8/2021

RE: Action Item: Award contract to Skidmore, Owings & Merrill for design and engineering services for the Appleton Public Library for a contract of \$2,721,389 and a 5% design contingency of \$137,744 for a contract not to exceed \$2,857,459 and approve the related 2021 Budget amendment.

On February 4, 2021, Proposals were received from 11 architectural firms for design and engineering services to redesign the Appleton Public Library (APL). After review of the proposals by an 11-person panel of City staff, elected officials and citizens, two of those firms were chosen and subsequently interviewed on February 23, 2021. Upon conclusion of the interviews, reference calls, and discussion among the panel, the firm of Skidmore, Owings & Merrill (SOM) was unanimously selected by the review team to be recommended for award of the contract.

The process to get to this step began during the 2020 city budget process when the Common Council approved funding to begin the design to address the community's longstanding library. This was after a dozen years of planning and studies that provided valuable information to help define the needs of the Library. Since the adoption of the 2021 budget, which included \$26.4M for the overall Library project spread across three fiscal years, the following events have occurred:

- December 9, 2020 – Public Listening Session conducted to obtain input into the Request for Proposals (RFP) to hire a consultant for architectural and engineering services. Holding a public listening session at the RFP stage was a new addition to the City's standard process.
- December 15, 2020 – RFP Draft reviewed with the Library Board.
- December 16, 2020 – RFP Draft reviewed with the Common Council.
- December 17, 2020 – Final RFP released and advertised including updates based on feedback provided by the public, Library Board and Common Council.
- February 4, 2021 – Proposals received from 11 firms.
- March 3, 2021 – 11-member review team recommends Skidmore, Owings, & Merrill upon reviewing proposals and performing reference checks.

The Proposal review team consisted of City Departmental Directors, Deputy Directors and staff representing Facilities & Construction Management, Library, Community & Economic Development and Public Works Friends of the Library, Library Board, Common Council and the Mayor.

Proposals were evaluated based on the terms put forth in the RFP: relevant experience, project success, project team, project understanding/study methodology, project schedule, and cost. It was important that the firms clearly demonstrated experience in the design of libraries as well as an understanding of and ability to articulate the important role of the public library in our community. Additionally, the firms had to present a commitment to listening and the ability to foster strong, representative public engagement throughout the design process resulting in meaningful input into the eventual library design.

Specifically, SOM demonstrated an understanding and approach to the project that illustrated their depth of experience, knowledge in library design and construction, listening skills and importance of garnering meaningful public input and building trust throughout the process. In addition, they have significant experience in building re-use, equity and inclusion, sustainability, technology, operational efficiency, and many important key factors necessary for a successful library.

SOM is a passionate collective of architects, designers, engineers, and planners, dedicated to designing treasured public buildings and have significant experience in library design. Established in 1936, SOM brings a global perspective with Midwest roots. They are known as a leader in design with extensive experience and is often selected for significant projects. Currently, SOM is the selected firm to design the Mulva Cultural Center in DePere, WI. SOM made the decision to propose on our project realizing Appleton is a vibrant community and this a unique project that combines a newly updated facility that will have a significant impact on the neighborhood and residents.

SOM is a firm with a significant depth of skills and experience and the team they have assembled for Appleton is highly skilled and experienced in award-winning design. In addition to their impressive credentials, they have demonstrated an open, curious and down-to-earth style that was reinforced in conversations with their references. They are known for balancing design, functionality, and the technical needs of a project to provide spaces that serve generations.

Therefore, based on a careful review of the information provided, and subsequent personal interviews of firm representatives, the review team respectfully and unanimously recommends awarding a contract to the architectural firm of Skidmore, Owings & Merrill for \$2,721,389 with a design contingency of 5% for a contract total not to exceed \$2,857,459. Note that both reimbursable and contingency expenses are only utilized as needed and allowed per contract and authorization by the project manager.

The fees provided by the firms interviewed averaged \$2,612,533. Though the request for proposal was very specific, firms varied in what was included and/or did not meet completely meet the requirements in the RFP. SOM's proposal was very extensive and included all services requested which is reflected in their pricing.

The 2021 Budget includes \$2,400,000 for library design services. It was anticipated design would begin in 2021 and construction would begin in 2022. This contract also includes construction administration services to be completed in 2022. Rather than creating two separate contracts, it is standard practice to issue one contract to include all services. In order to provide the additional spending authority for the anticipated cost of this contract, a 2021 Budget amendment is also being

proposed for \$457,459, which will be deducted from the existing project total of \$26.4 million as approved in the 2021 Budget and Service Plan. It is anticipated that any budgeted funds related to this contract that are not expended in 2021 would be carried over to 2022.

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

March 5, 2021

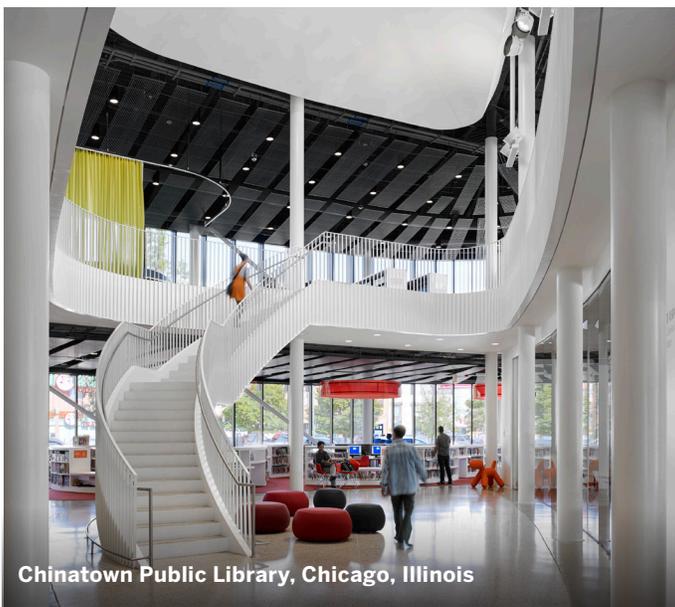
Dear Appleton Community,

On behalf of the entire SOM team, we are absolutely thrilled to be selected as the design firm for your new library, and we consider it a privilege to work with you to realize a new, specially-designed building that will serve the Appleton community for the next generation and beyond.

To achieve this goal, we will welcome engagement and input from various stakeholders from the city and Library staff, the Library Board of Trustees, City of Appleton Common Council, to Friends of the Appleton Public Library, community groups, and the public. We are committed to engaging a wide range of voices and an inclusive process to create a design reflective of your diverse community. Listening to you and understanding your goals as a community will be the driving force of our design—we won't begin designing until we hear from you! Our mission is to create a design that successfully meets your needs and aspirations and that appropriately reflects the culture of the Appleton community. We will set out to design a space that enriches the environment, fulfills the Library's operational needs, and instills a sense of pride for the community.

We understand the responsibility that comes with publicly-funded civic projects. We realize that we are entrusted with a community facility that has served this community for 40 years and are shaping investments in the future of Appleton. We will strive to maximize the benefit and reach of these investments. To this end, we will give serious consideration to the possibility of adaptively reusing the existing structure—and the benefits offered—versus creating an entirely new building. Our focus is finding creative, cost-effective, project-specific solutions that respond to your needs. We are not just working for you—we become a part of your team.

We regularly take on projects of all shapes and types, public and private, near home and abroad. Our design philosophy is rooted in pragmatism with a diverse portfolio of projects ranging from small renovations to large mixed-use developments. Our work in the public sector ranges from libraries and schools to plazas and parks, and



represents our firm's commitment to creating spaces that enhance the lives of the communities they serve. Visiting our recently completed library projects in Chicago and around the country provides a sense of accomplishment seeing the librarians at work, patrons engaged, and children at play—reading, learning, and interacting. They represent places for everyone.

In your project we recognize an exciting design opportunity to create a unique project that requires bold, creative thinking grounded in practicality. We've identified several key focus areas for the new library and will use these as the guiding principles in our process: establish a nucleus for Appleton; feature upgraded, state-of-the-art technology; create an open, inviting space filled with natural light; employ sustainable, energy efficient strategies; foster a welcoming and safe environment; lead an inclusive, community-driven process; and craft flexible, adaptable spaces.

To bring your vision to life, we have thoughtfully curated a team with experience working in Wisconsin, most recently for the Mulva Cultural Center, just a few miles down the Fox River in De Pere. The knowledge we have gained in local culture, climate, and construction strategies, along with a respect for Wisconsin's history of craftsmanship, will allow us to hit the ground running on your behalf.

It is an honor to support the Library and its mission by designing a civic gem and an extraordinary place of education and culture that will serve Appleton for generations to come. We are excited to get started and we look forward to working with you.

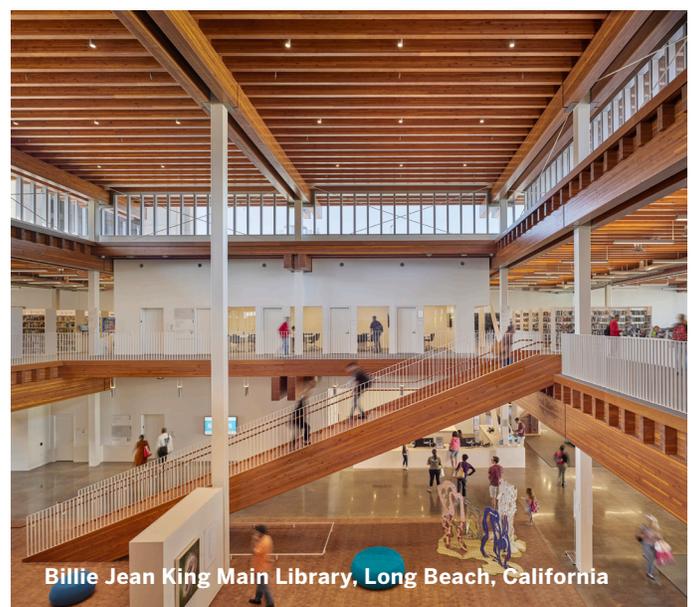
With sincere gratitude for the opportunity,



Adam Semel  
Partner



Scott Duncan  
Partner





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

TO: Finance Committee

FROM: Tony Saucerman, Finance Director  
Kurt Eggebrecht, Health Officer  
Jeff Fait, Purchasing Manager

DATE: 3/8/2021

RE: Approval of Disposal of Surplus Beds

### Background

Early in the COVID-19 pandemic, discussions between public health and health-care leadership centered around containment and response to this novel virus. China, Italy and other countries experienced that hospital capacity could not keep pace with the number in need of care. Anticipating that this same experience could happen in our State and community, efforts went into planning for a what has been termed "Alternative Care Facility". This concept was discussed at Common Council meetings where we had explored and prepared plans to utilize the Fox Cities Exhibition Center as a location to care for residents that remained too ill to return to home yet, by remaining in the hospital, would prevent a new resident with more acute disease symptoms from getting urgent care. The plan projected a potential need for 200 beds, which were purchased from WG&R Furniture. Although our planning was prudent, as we did in fact reach this capacity limitation at our area hospitals, we were able to transport these patients to the Alternative Care Facility at State Fair Park in Milwaukee rather than open a local facility. The purchase of 200 beds was a decision made in an environment of addressing life safety as our primary objective within our EOC Incident Action Plan and the support of hospital capacity. We are pleased that this resource was not deployed, and we are now at a point in time that these resources can be released for another useful purpose for the greater good. The supplier has patiently stored the beds in their warehouse for 10 months but requires a disposition at this time.

### CARES Funding

The beds were originally purchased using CARES grant funds from the federal government which were passed down from the State of Wisconsin through the "Routes to Recovery" grant. No local property tax dollars were used to make this purchase. Since the funds to make the initial purchase were made from federal grant funds, any proceeds from the sale or disposition of the mattresses/frames must be returned to the federal government.

### Disposal Considerations

When it was determined the beds would no longer be necessary, the City reached out to local agencies that might have a need for a large allotment of hospital-style beds including Brewster Village and ThedaCare for use in their assisted living facilities or at-home program. Due to a lack of City storage capacity, it was important to find an agency that could take possession of the

entire allotment of beds rather than trying to distribute them out piecemeal to several organizations. The City has neither the storage capacity nor the manpower to undergo such a distribution effort without incurring significant additional costs. Unfortunately, due to various reasons, such as specific requirements of bed/mattress requirements from their regulatory agencies, although they were appreciative, none of the agencies contacted were able to accept the beds.

After several communications with our supplier WG&R, they proposed an option that would (1) refund the City 25% of the cost of the bed frames along with the delivery/set-up charge, approximately \$18,131 (which would be returned to the federal government) and, (2) distribute the entire allotment of mattresses to homes of children in need throughout Northeast Wisconsin through their charitable program called "Brighter Dreams." A listing of those homes would be supplied to the City to verify that the mattresses were delivered as promised.

In light of our previous unsuccessful efforts to place the beds independently, along with the City's pressing responsibility to take possession of the property, we feel this disposal method is the most desirable option as it allows the City to avoid additional storage and distribution costs while also repurposing the mattresses to those in need. Therefore, we respectfully request the Committee's approval to move forward with this option.

If you have any questions regarding this request, or would like further clarification, please feel free to contact any one of us.

## BRIGHTER DREAMS

Home > Brighter Dreams

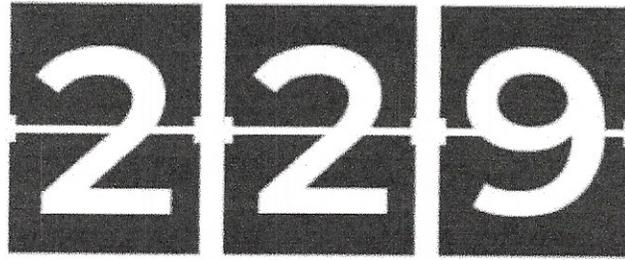


**WG&R**  
*Brighter Dreams*

### **Making Dreams Come True For Kids Across Northeast Wisconsin**

At WG&R, we believe every child deserves a proper place to sleep. But sadly, one in five children in the U.S. lives in poverty, and many of these families cannot afford to provide their child with essentials many of us take for granted—like a bed of their own. Many children are forced to share a bed with siblings or even sleep on the floor.

This is why we are so committed to helping local children across Northeast Wisconsin with our **Brighter Dreams Project**.



## Mattresses Donated Since 2020

*Total is updated on a monthly basis. Current figure reflects donations through January 2021.*

Because we own Northeast Wisconsin's largest mattress factory, we're able to build Wisconsin's #1 selling factory direct mattresses while creating local jobs in the community. And when you choose any of our WG&R Factory Direct mattresses, not only will you save money on a high-quality mattress and support the local economy, but you'll directly help a local child in need.

Through our **Brighter Dreams Project**, WG&R donates one twin mattress set to a child in need for every 10 queen or king mattresses we sell, because brighter dreams begin with better sleep.

### **WG&R is Proud to Partner with These Local Organizations:**

- New Community Shelter
- Friends of Pals, Youth and Families
- Manitowoc County Human Services
- Sheboygan County Human Services
- Boys & Girls Club of the Fox Valley
- Home Sweet Home, Ascension Lutheran
- Freedom House
- Lakeshore Cap

**BRIGHTER DREAMS PROJECT | WG&R Furniture**

## SIXTH/SEVENTH ADDITIONS TO EMERALD VALLEY DEVELOPMENT AGREEMENT

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

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

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

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

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

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

**NOW THEREFORE**, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in each of the Proposed Developments, to the standards set forth by the City and pursuant to paragraph 4 below:
  - a. Sanitary sewer mains, manholes and laterals
  - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
  - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
  - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures, with fill to consist of clay fill in the streets meeting the requirements of the City of Appleton’s Street Excavation and Graveling Specifications. Once the streets are accepted by the City, no additional repairs are required by the Developer to such streets after a three-month period.
  - e. Street Lights
  - f. All other infrastructure required for the developments not specifically set forth in this agreement

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

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

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

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

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

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

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

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

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

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

10. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Developments, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

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

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

- a. Infrastructure installation may commence in each development after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.
- b. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

13. The City agrees to waive any parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, in exchange for parkland dedications and conveyances previously completed as part of the original Emerald Valley Development along with future planned phases of the Development, in accordance with Item 20 of the original Development Agreement for Emerald Valley Estates dated July 17, 2006. Park land will be dedicated as part of the Eighth Addition per the concept plan as depicted in Exhibit 8.

14. The City agrees to waive all Administrative Fees and all costs related to the installation of Temporary Asphalt Pavement for both developments.

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

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

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

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

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

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

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

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

20. This Agreement, along with *Exhibits 1 through 8* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

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

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

**[SIGNATURE PAGE TO FOLLOW]**

**EMERALD VALLEY ESTATES, LLC**

By: Robert A DeBruin

By: \_\_\_\_\_

Printed Name: Robert A DeBruin

Printed Name: \_\_\_\_\_

Title: Member

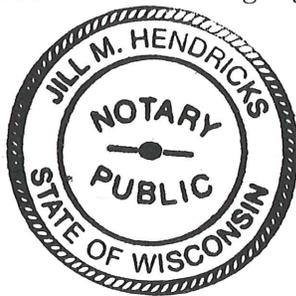
Title: \_\_\_\_\_

STATE OF WISCONSIN )

: ss.

Outagamie COUNTY )

Personally came before me on this 25 day of February, 2021, the above-named persons, Robert A DeBruin and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



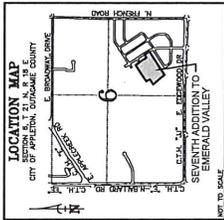
Jill M Hendricks  
Notary Public, State of Wisconsin  
My commission is/expires: 12/19/23





# SEVENTH ADDITION TO EMERALD VALLEY

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



BOUNDARIES ARE INDICATED TO THE OUTWASH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6, RANGE 18 EAST, T11N R. 18E E.



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 24" LONG
  - ALL OTHERS 1/2" COMPACT
  - 1-1/4" O.D. ROUND REINFORCING BAR SET, 33" LONG WEIGHING 4.39 LBS. PER LINEAL FOOT
  - 1" O.D. ROUND IRON PIPE FOUND
  - 1-1/4" O.D. IRON PIPE FOUND
  - TOTAL LOT AREA IN SQUARE FEET
  - GOVERNMENT CORNER

**UTILITY ADJUSTMENTS - NO POLYCS ON THIS PLAN**  
 THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE UTILITIES SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OR DEPTH OF ANY UTILITIES. THE UTILITIES SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OR DEPTH OF ANY UTILITIES.

There are no objections to this plat with respect to the same being recorded in the public records of the State of Wisconsin, as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_\_\_  
 Department of Administration

THESE PLAT MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.  
 THE PLAT IS SUBJECT TO THE REVISIONS AND AMENDMENTS TO THE PLAT AS THEY MAY BE MADE BY THE CITY OF APPLETON.  
 FRONT YARD BUILDING SETBACKS ARE 20 FEET, THE REAR YARD BUILDING SETBACKS ARE 10 FEET, AND THE SIDE YARD BUILDING SETBACKS ARE 5 FEET.  
 THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATTED AREA.

OWNER	AREA	CHORD BEARING	CHORD DISTANCE	TANGENT IN	TANGENT OUT
1	1	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
2	2	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
3	3	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
4	4	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
5	5	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
6	6	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E
7	7	S 23° 14' 00" W	23.14	0° 00' 00" E	0° 00' 00" E

**Martenson & Eisele, Inc.**  
 1377 Albany Road  
 Appleton, WI 54912  
 Phone: 920.833.1111  
 Fax: 920.833.1112  
 Website: www.martensoneisele.com  
 Address: 1377 Albany Road, Appleton, WI 54912



Drawn by: HDS/4/10/17/MS  
 The Instrument drawn by: Amy Seider

# Sixth Addition to Emerald Valley

# Exhibit 6

Number of Lots: 15  
 Lot Area: 206,275 Square Feet  
 Total C/L Footage: 1552'  
 Total Pavement Area (37', 33' wide streets): 6,126 SY

Developer: Emerald Valley Estates, LLC  
 Project Engineer: Mark Kilheffer  
 Work Order: 278625

January 15, 2021

DESCRIPTION	TOTAL PROJECT COSTS	DEVELOPER COSTS	CITY COSTS	Special Assessments (2021) (ESTIMATED)	Special Assessments (2026) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$11,640.00	\$0.00	\$11,640.00	\$0.00	\$0.00	Not Assessed per Development Agreement	(1,552 C/L Ft.) x (\$7.50 / C/L Ft.)
Temporary Asphalt (estimated cost)	\$91,890.00	\$0.00	\$91,890.00	\$0.00	\$0.00		(6,126 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment	\$5,668.44	\$0.00	\$5,668.44	\$5,668.44	\$0.00	5431	(\$27.48/1000 s.f.)*(206,275 s.f.)
Sewer Televising (estimated cost)	\$2,172.80	\$0.00	\$2,172.80	\$2,172.80	\$0.00	5427 5222	(3,104 Feet) x (\$0.70 / Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$3,104.00	\$0.00	\$3,104.00	\$3,104.00	\$0.00	4010	(1552 C/L Ft.) x (\$2.00 / C/L Ft.)
Concrete Pavement (estimated cost)	\$271,600.00	\$0.00	\$271,600.00	\$0.00	\$271,600.00	4010	(1,552 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$15,520.00	\$0.00	\$15,520.00	\$0.00	\$15,520.00	4010	(3,880 s.f.) x (\$4.00/s.f.)
Sanitary Sewer	\$51,761.50	\$51,761.50	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$122,026.85	\$122,026.85	\$0.00			5230	Private Contractor hired by Developer
Water Main	\$65,206.00	\$65,206.00	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$7,055.00	\$7,055.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$6,405.00	\$6,405.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$11,880.00	\$11,880.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$77,816.87	\$77,816.87	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$14,000.00	\$14,000.00	\$0.00			4010	Private Contractor hired by Developer
<b>TOTALS</b>	<b>\$757,746.46</b>	<b>\$356,151.22</b>	<b>\$401,595.24</b>	<b>\$10,945.24</b>	<b>\$287,120.00</b>		

# Seventh Addition to Emerald Valley

**Exhibit 7**

January 15, 2021

Developer: Emerald Valley Estates, LLC  
 Project Engineer: Mark Kilheffer  
 Work Order: 278626

Number of Lots: 35  
 Lot Area: 443,467 Square Feet  
 Total C/L Footage: 1,877'  
 Total Pavement Area (33' wide streets): 6,882 SY

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2021) (ESTIMATED)	Special Assessments (2025) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$14,077.50	\$0.00	\$14,077.50	\$0.00	\$0.00	Not Assessed per Development Agreement	(1,877 C/L Ft.) x (\$7.50 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$103,230.00	\$0.00	\$103,230.00	\$0.00	\$0.00		(6,882 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment	\$12,186.47	\$0.00	\$12,186.47	\$12,186.47	\$0.00	5431	(\$27.48/1000 s.f.)*(443,467 s.f.)
Sewer Televising (estimated cost)	\$2,627.80	\$0.00	\$2,627.80	\$2,627.80	\$0.00	5427 5222	(3,754 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$3,754.00	\$0.00	\$3,754.00	\$3,754.00	\$0.00	4010	(1,877 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$328,475.00	\$0.00	\$328,475.00	\$0.00	\$328,475.00	4010	(1,877 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$18,770.00	\$0.00	\$18,770.00	\$0.00	\$18,770.00	4010	(3,000 s.f.) x (\$4.00/s.f.)
Sanitary Sewer	\$109,188.85	\$109,188.85	\$0.00	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$257,463.10	\$257,463.10	\$0.00	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$106,540.00	\$106,540.00	\$0.00	n/a	n/a	5371	Private Contractor hired by Developer
Sanitary Laterals	\$38,600.00	\$38,600.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Storm Laterals	\$42,200.00	\$42,200.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Water Services	\$50,560.00	\$50,560.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Grading & Graveling	\$209,929.96	\$209,929.96	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
Street Lights	\$19,600.00	\$19,600.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
<b>TOTALS</b>	<b>\$1,317,202.68</b>	<b>\$634,081.91</b>	<b>\$483,120.77</b>	<b>\$18,568.27</b>	<b>\$347,245.00</b>		

PROVIDENCE

OUTLOT 5  
DEDICATED FOR  
FUTURE PARK

FUTURE LOT

FUTURE LOT

FUTURE LOT

FUTURE LOT

OCEANPEARL COURT

PLANNY PLACE

AQUAMARINE AVENUE

SEVENTH ADDITION

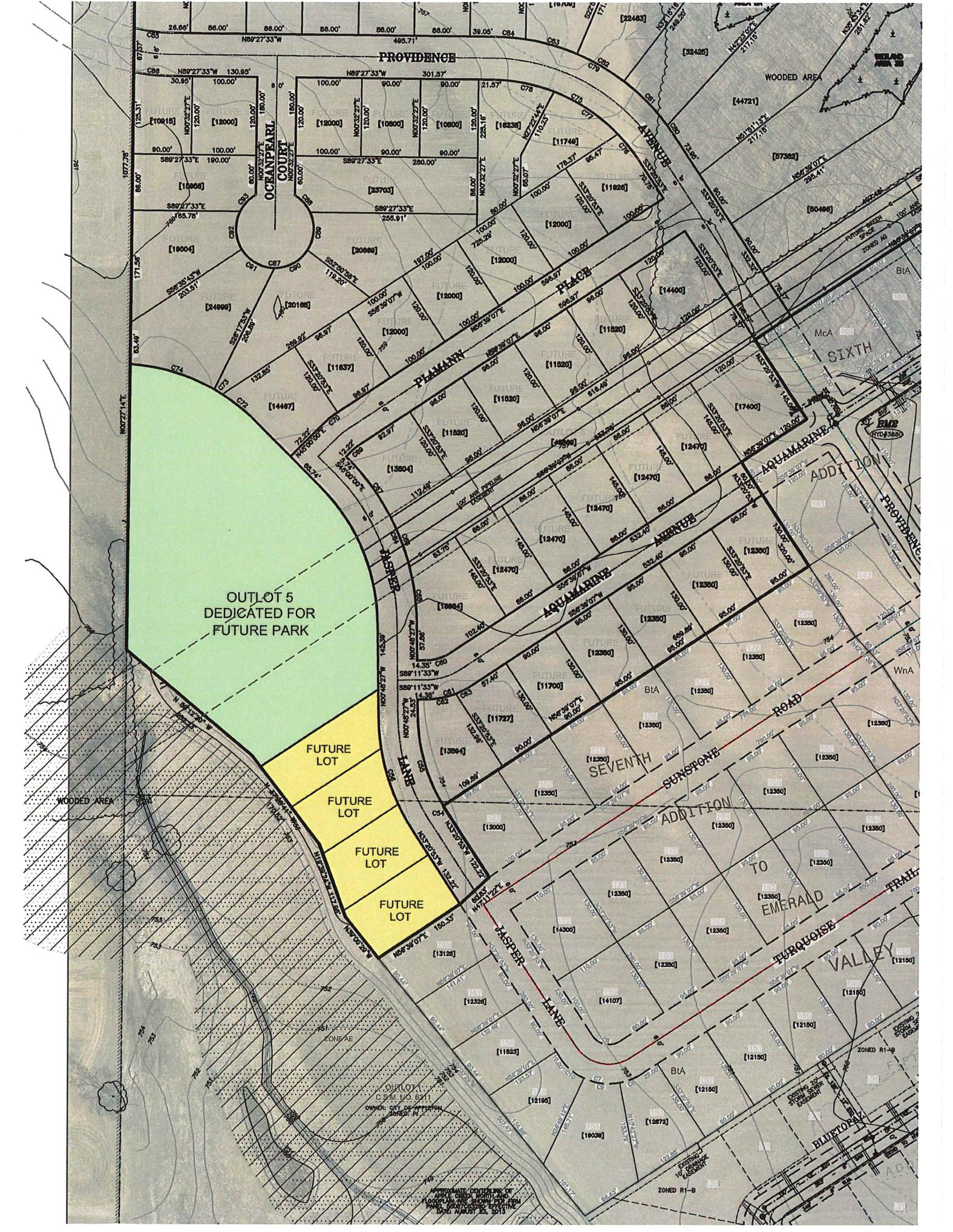
SUNSTONE ROAD

EMERALD VALLEY

TURQUOISE VALLEY

BLUETON

APPROXIMATE CENTER OF  
PROVIDENCE, R.I.  
PLANNING DEPARTMENT  
DATE: MARCH 23, 2015





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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 3/8/2021

RE: Action: Award the City of Appleton’s “2021 Parks Hardscapes Project – AMP Parking Lot #3 Reconstruction Project” contract to Northeast Asphalt, Inc. in the amount of \$289,788.02 with a contingency of \$50,000 for a project total not to exceed \$339,788.02.

The 2021 Capital Improvement Plan includes \$700,000 to repair hardscapes at various city parks. Of that amount, \$400,000 has been allocated to reconstruct the AMP Parking Lot #3. The balance of the 2021 Parks Hardscape Improvements budget will be utilized at several other parks including, but not limited to: Pierce Park, Appleton Memorial Park, and Highview Trail. The recommendations for repairs were determined by our consulting engineer after a hardscape audit was completed at the site.

The bids were received as follows:

<b>Northeast Asphalt, Inc. (low bid)</b>	<b>\$289,788.02</b>
Peters Concrete Co.	\$313,397.30
MCC, Inc.	\$333,527.01
Vinton Construction Co.	\$379,868.38
Sommers Construction Co., Inc.	\$387,331.61

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Northeast Asphalt, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer’s recommendation. Therefore, we recommend awarding the contract to Northeast Asphalt, Inc. in the amount of \$289,788.02 plus a contingency of \$50,000 only to be utilized as needed.

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



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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 3/8/2021

RE: Action: Award the City of Appleton's "Wastewater A & S Building's HVAC Upgrades Phase 2 Project" contract to EGI Mechanical, Inc. in the amount of \$736,577 with a contingency of \$13,000 for a project total not to exceed \$749,577.

The 2020/2021 Capital Improvement Plan includes \$750,000 to complete Phase 2 of the Wastewater A & S Building's HVAC Upgrades Project. In 2020 Phase 1 of the project was completed which included HVAC Upgrades to the A Building and installation of a central chiller which will serve both A & S Buildings. Phase 2 of this project includes upgrading the HVAC equipment in the S Building and connecting that equipment to the central chiller that was installed as part of Phase 1.

The bids were received as follows:

<b>EGI Mechanical, Inc. (low bid)</b>	<b>\$736,577</b>
Sure-Fire, Inc.	\$740,000
Great Lakes Mechanical, Inc.	\$750,500
B & P Mechanical, Inc.	\$823,928
August Winter & Son, Inc.	\$873,800

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to EGI Mechanical, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to EGI Mechanical, Inc. in the amount of \$736,577 plus a contingency of \$13,000 only to be utilized as needed.

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



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:** Chairperson Kyle Lobner and Members of the Finance Committee

**From:** Chris Stempa, Utilities Deputy Director

**CC:** Chris Shaw, Utilities Director  
Kelli Rindt, Enterprise Fund Accounting Manager

**Date:** February 26, 2021

**Re:** *Change Order #9 to August Winter and Sons contract as part of the 2017 AWWTP Improvements Projects totaling \$0 resulting in no change from prior contingency balance of \$144,311*

On January 7, 2019 Common Council approved contract for the 2017 Appleton Wastewater Treatment Plant (AWWTP) Improvements Project to August Winter and Sons Inc. in the amount of \$1,721,500 plus a 10% contingency of \$172,150 for a total cost not to exceed \$1,893,650. Change Orders #1 through #8 were previously brought forward as informational items to the Finance Committee. A summary of change orders through Change Order #9 is summarized below.

Change Order	Cost	Description
CO#1	\$1,565	Remove asbestos insulation in lower level of F-1 Building; modify steel framing wall connection in F-2 Building
CO#2	\$5,703	Add exterior dual layer filter to blower intake louvers
CO#3	\$1,500	Change control/monitoring of HP Blower 3 discharge valve from Plant SCADA to Blower 3 local control panel
CO#4	\$500	K-Bldg Electrical Room MCC bucket reconfiguration
CO#5	\$1,167	F1-Bldg I-Panel 4001 ethernet switch addition
CO#6	\$15,865	K-Bldg gas mix compressor purchase
CO#7	\$1,539	F2 Building Blower #2 intake louver insulation installation
CO#8	\$0	Modify Substantial (July 14, 2020) and Final Completion dates (July 21, 2020)
CO#9	\$0	Modify Final Completion Date to April 5, 2021 to accommodate completion of punch list items including no cost modifications to gas mix compressor cooling radiators and installation of RFE pipe insulation, installation of K-Building snow roof guard.

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