



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Finance Committee

---

Monday, September 20, 2021

5:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting  
[21-1322](#) August 23, 2021 Finance Committee minutes

**Attachments:** [MeetingMinutesAug-23-2021-09-07-00.pdf](#)

### 4. Public Hearings/Appealances

### 5. Action Items

- [21-1323](#) Request to approve Apple Fields Development Agreement

**Attachments:** [Apple Fields DA.pdf](#)

- [21-1324](#) Request to award the Transportation Utility Funding Study to Ehlers/RA Smith consulting team in an amount not to exceed \$72,187

**Attachments:** [TUF Study Memo.pdf](#)

- [21-1325](#) Request to award three (3) year contract to CliftonLarsonAllen LLP to provide audit services for the 2021, 2022 and 2023 annual audits

**Attachments:** [2021-2023 Audit Services.pdf](#)

- [21-1326](#) CEA Review Committee minutes for August 23, 2021 meeting

**Attachments:** [CEA ReviewMeetingMinutes23-Aug-2021-09-25-38.pdf](#)

### 6. Information Items

- [21-1327](#) Contract 51-21 was awarded to Sommers Construction Co. for the 2021 Parks Hardscapes Project - Pierce Park Path Improvements Project in the amount of \$28,935 with a contingency of \$7,000. One change order was issued in the amount of \$3,508 for additional excavation and topsoil. No Payments have been made to date. Request to issue the final contract payment of \$31,903.
- [21-1328](#) Contract 42-21 was awarded to Northeast Asphalt, Inc. for the 2021 Parks Hardscapes Project - AMP Parking Lot #3 Reconstruction Project in the amount of \$289,788.02 with a contingency of \$60,947.45. One change order was issued in the amount of \$60,947.45 to add additional Engineered Base Stabilizer (EBS) and drain tile. Payments to date total \$333,198.70. Request to issue the final contract payment of \$17,536.77.
- [21-1329](#) Contract 17-21 was awarded to AMA, Inc. for the 2021 Fire Station #2 & #3 HVAC Upgrades Project in the amount of \$78,053 with a contingency of \$8,000. Change orders totaled \$2,611.28. Payments to date total \$76,631.07. Request to issue the final contract payment including retainage of \$4,033.21.
- [21-1330](#) Change Order 4 for the Phase I Lake Station Construction Contract to Miron Construction Company in an amount of \$9,717.41 decreasing project contingency from \$143,349.92 to \$133,632.51
- Attachments:** [Change Order 4 - Lake Station Project 09-02-21.pdf](#)
- [21-1331](#) Change Order 5 for the Phase I Lake Station Construction Contract to Miron Construction Company in the amount of \$185,444.33 decreasing project contingency from \$143,349.92 to (\$51,811.82)
- Attachments:** [Change Order 5 - Lake Station Project 09-10-21.pdf](#)

## 7. Adjournment

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

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

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



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes Finance Committee

---

Monday, August 23, 2021

5:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order
2. Roll call of membership

*Alderpersion VanZeeland arrived at 5:32*

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

**Excused:** 1 - Van Zeeland

3. Approval of minutes from previous meeting

[21-1168](#)

July 26, 2021 Finance Committee meeting minutes

**Attachments:** [MeetingMinutesjul-26-2021-09-17-16.pdf](#)

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

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

**Absent:** 1 - Van Zeeland

4. Public Hearings/Appearances

5. Action Items

[21-1170](#)

Request to approve amendment to Sec. 2-216 of the Appleton Municipal Code to comply with state statutes

**Attachments:** [Finance Committee re Revisions to Sec 2-216.pdf](#)

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

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

**Abstained:** 1 - Van Zeeland

[21-1171](#)

Request to award the Water Facility 2021 Entrance Gate Upgrade project contract to IEI General Contractors in the amount of \$186,764 with a contingency of 15% for a project total not to exceed \$214,778

**Attachments:**     [2021 Water Plant Gate Upgrades.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1196](#)

Request to approve Amendment to North Edgewood Estate Development Agreement

**Attachments:**     [North Edgewood Estate DA amendment.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1197](#)

Request to approve the following 2021 Budget amendment:

**TIF District 6 Capital Projects Fund**

Other Contracts/Obligations	+\$1,000,000
Fund Balance	-\$1,000,000

to provide additional development contribution payment in TIF District 6 (2/3 vote of Council required)

**Attachments:**     [Encapsys TIF Payment 2021.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1205](#)

Request to award contract to The Boldt Company for Construction Manager at Risk services for the library for a contract of \$1,186,730 and \$25,000 for reimbursable expenses for a contract totaling \$1,211,730

**Attachments:**     [2021 Library Construction Manager.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland



[21-1206](#)

Request to award Unit EE-21 Structural Repairs of the Green Ramp West Stair Tower to Merit Construction Services, Inc in the amount of \$136,650 with a 5% contingency of \$6,833 for a project total not to exceed \$143,483

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

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1207](#)

Request approval to reject all bids for Unit H-21

**Attachments:**     [Rejection of Bids Unit H-21 Redundant Raw Water Line Construction.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1208](#)

Request to award the City of Appleton's 2021 Parks Hardscapes Project - AMP Roads Reconstruction Project contract to Northeast Asphalt, Inc in the amount of \$183,903 with a contingency of 8% for a project total not to exceed \$198,615

**Attachments:**     [2021 AMP Parks Roads Renovation.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

[21-1210](#)

Request to award the Sole Source Purchase of Grit Classifier System Rebuild Parts through Saveco North America Inc in the amount of \$61,774

**Attachments:**     [Finance Memo\\_Grit Classifier Rebuild Work.pdf](#)

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

## 6. Information Items

[21-1198](#)

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

**Motion Firkus, seconded by Reed to go into Closed Session was approved**

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

*Reed motioned, second by Firkus that the meeting rise and reconvene in open session at 6:19.*

*Motion approved 5/0*

[21-1081](#)

Award Change Order 3 for the Phase I Lake Station Construction contract to Miron Construction Company in an amount of \$30,097 decreasing project contingency from \$173,447 to \$143,350

**Attachments:** [Change Order 3 - Lake Station Project 07-22-21.pdf](#)

**This Change Order was received and filed**

[21-1172](#)

Contract 79-21 was awarded to Duke's Root Control for Unit R-21 Chemical Root Foaming of Sanitary Sewers in the amount of \$25,000. No payments have been made. Request to issue the final contract payment of \$24,923.75

**This Contract was received and filed**

[21-1199](#)

The 2021 Capital Improvement Plan included \$90,000 for playground equipment and installation at Linwood Park. Construction Contract 39-21 was issued to Lee Recreation, LLC to supply the playground equipment and installation in the amount of \$85,000. The new playground installation was finished on July 30. Request to issue the final payment of \$85,000.

**This Plan was received and filed**

[21-1200](#)

Contract 36-20 was awarded to Van Ert Electric, Inc. for the “2019 AWWTP Electrical Distribution Upgrades Phase 2 Project” in the amount of \$2,305,900 with a contingency of \$230,590. Two change orders were issued that total \$115,076.44 to make electrical distribution modifications to the E-Building and an additional 14 zero sequence current transformers. Payments to date total \$2,299,927.62. Request to issue the final contract payment of \$121,048.82

**This Contract was received and filed**

[21-1212](#)

Change Order #2 to Staab Construction contract as part of the 2019 AWWTP Improvements Projects totaling \$10,659 resulting in a decrease in contingency from \$302,843 to \$292,184

**Attachments:**     [2019 AWWTP Improvements Staab Change Order No2.pdf](#)  
[210513\\_Staab CO2\\_2019 AWWTP Improvements Project.pdf](#)

**This Change Order was received and filed**

## 7. Adjournment

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

**Aye:** 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

## APPLE FIELDS 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 **Doctors Properties, LLC**, a corporation with a business address of P.O. Box 265 Neenah, WI 54957, the owner and developer (“Developer”) of property lying within the City of Appleton:

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

**WHEREAS**, the Developer has proposed to develop the Apple Fields residential subdivision on property within the corporate limits of the City (“Proposed Development”), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

**WHEREAS**, the Final Plat of the Apple Fields Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City; 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 Development; and

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

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

1. The Developer shall be responsible for the installation of all the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 4 below:
  - a. Sanitary sewer mains, maintenance holes and laterals
  - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
  - c. Storm sewer mains, maintenance holes, 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.
  - 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 the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in **Exhibit 3**) for the 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. City Administrative Fees
- b. Temporary Asphalt Street Surface
- c. Sanitary Area Assessment
- d. Storm Water Area Assessment (Holland Pond)
- e. Televising of sanitary and storm sewer lines
- f. Street Name Signs
- g. Traffic Control Signs
- h. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- i. 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 – 3i for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3i will be used as the basis for the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Development under the supervision of City 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, dedication, or other appropriate means, to the City all the streets, roads, courts, avenues, drives, public ways, sanitary sewer, storm sewer, water main, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Development and this agreement.

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

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



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

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

- a. Infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits, unless an Early Start is approved by the City Engineer.
- 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.

12. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.

13. The City shall reimburse Developer up to \$17,000 towards the costs of the required CLOMR and bridge infrastructure upon completion of said structure.

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

15. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights 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, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

16. The City represents and warrants to Developer that they have 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 they are 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 their terms.

17. The Developer represents and warrants to the City that Developer is a Limited Liability Company, 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.

18. 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 operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.

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 the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

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

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 the City and the Developer.

**[SIGNATURE PAGE TO FOLLOW]**

- 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 their terms.

17. The Developer represents and warrants to the City that Developer is a Limited Liability Company, 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.

18. 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 operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.

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 the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

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

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 the City and the Developer.

**[SIGNATURE PAGE TO FOLLOW]**



Doctors Properties, LLC

By: Hungliang Chou

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

Printed Name: Hungliang Chou

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

Title: Managing Member

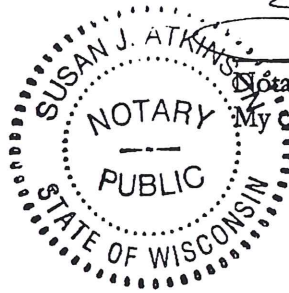
Title: \_\_\_\_\_

STATE OF WISCONSIN )

Winnebago COUNTY )

: ss.

Personally came before me on this 28<sup>th</sup> day of July, 2021, the above-named persons, Hung Liang Chou and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Susan J. Atkins  
Notary Public, State of Wisconsin  
My commission is/expires: 3-6-2022

## CITY OF APPLETON

By: \_\_\_\_\_  
Jake Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

STATE OF WISCONSIN       )  
  : ss.  
OUTAGAMIE COUNTY       )

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

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

Approved as to Form:

\_\_\_\_\_  
Tony Saucerman, Director of Finance

\_\_\_\_\_  
Christopher Behrens, City Attorney



**Apple Fields**

All of Lot 3 and Lot 4, Apple Creek Center, being located in part of the Fractional Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 279,377 Square Feet (6.4136 Acres) of land more or less, subject to all easements, and restrictions of record.

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING  
UNDER S. 66.60, WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin to wit:

Apple Fields Development

The undersigned owner(s) of property benefited by the above-proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S. 66.60 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S. 66.60 (18) of the Wisconsin Statutes, I (we) hereby waive all special assessment notices and hearings required by S. 66.60, and I (we) hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec. 66.60 (1)(a) Wisconsin Statutes.

Street Address

Signature of Owner

Date

P.O. Box 265, Neenah, WI 54957-0265

Hungling Chon

7/28/2021

or 3033 W. Spencer St., Suite 102, Appleton, WI 54914

////////////////////////////////////  
OFFICE USE ONLY

FIELD NOTES:

Unit No. \_\_\_\_\_

Inspector/Surveyor Name \_\_\_\_\_

Date sidewalk/apron marked \_\_\_\_\_

Total amount of sidewalk to be replaced \_\_\_\_\_

Of that total, what amount is due to tree damage \_\_\_\_\_

Apron: Type of existing surface \_\_\_\_\_ Size of existing apron \_\_\_\_\_

Date given to Field Supervisor \_\_\_\_\_

Date returned to office \_\_\_\_\_

White (original) Blue (inspector) Green (project engineer)



<b>EXHIBIT 4</b>	<b>Apple Fields Subdivision</b>		
	<b>Developer: Doctors Properties, LLC</b>		
	Number of Lots :	19	<b>Notes / Comments</b>
	Total Lot Area (SF) :	238,044	
	Total C/L Footage (LF) :	598	
	Total Pavement Area (SF) :	25,527	
<b>City of Appleton Costs (Assessed) <i>Estimated</i></b>	Administrative Fees (Engineering, Inspection, Survey)	\$11,960.00	\$20.00 per c/l foot
	Temporary Asphalt Pavement	\$42,545.00	\$15.00 per square yard
	Sanitary Sewer Area Assessment	\$3,927.73	\$16.50 per 1000 s.f.
	Sanitary & Storm Sewer Televising	\$897.00	\$1.50 per c/l foot
	Holland Pond (assessed to lot owner at time of building permit application)	\$6,569.82	\$345.78 per lot
	Street Name / Traffic Control Signs	\$897.00	\$1.50 per c/l foot
	Concrete Pavement	\$17,940.00	\$60.00 per front ft. (for 25% of lots)
	Sidewalks - at time of Concrete Pavement	\$8,970.00	\$30.00 per front ft. (for 25% of lots)
	<b>SUBTOTAL</b>	<b>\$93,706.55</b>	
<b>Developer Costs And Responsibility <i>Estimated</i></b>	Bridge / CLOMR	\$29,575.00	City Contribution: \$17,000
	Sanitary Sewer	\$38,660.00	
	Storm Sewer	\$95,697.00	
	Water Main	\$50,485.00	
	Sanitary Laterals	\$29,162.00	
	Storm Laterals	\$29,065.00	
	Water Services	\$30,203.00	
	Grading & Graveling	\$62,977.00	
	Street Lights	\$12,000.00	
	Private Electric	\$22,660.00	
	Private Gas	\$15,900.00	
	<b>SUBTOTAL</b>	<b>\$416,384.00</b>	
<b>PROJECT TOTALS</b>		<b>\$510,090.55</b>	



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

## MEMO

---

**TO:** Finance Committee

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

**DATE:** September 14, 2021

**SUBJECT:** Award the Transportation Utility Funding Study to the Ehlers/raSmith consulting team in an amount not to exceed \$72,187.

---

In response to Council approved Resolution #9-R-21, the City solicited proposals from seven (7) consultants and received proposals from two (2) consultant teams. City staff has worked successfully with both consultant teams that submitted proposals.

The selection team, represented by the Attorney's Office, Finance Department and Department of Public Works, reviewed the proposals and is recommending award to the Ehlers/raSmith consulting team. This team has conducted Transportation Utility Funding Studies for eight communities, and is currently implementing the Village of Pewaukee's Transportation Utility approved in March, 2021. This team has the most experience with Transportation Utility Funding Studies and is very familiar with the City of Appleton.

Therefore, we recommend awarding the Transportation Utility Funding Study to the Ehlers/raSmith consulting team in an amount not to exceed \$72,187.

C: Municipal Services Committee



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

**TO:** Finance Committee

**FROM:** Tony Saucerman, Finance Director

**DATE:** September 20, 2021

**RE:** Request to award 3-year contract to CliftonLarsonAllen LLP to provide audit services for the 2021, 2022 and 2023 annual audits

---

The City's current contract with CliftonLarsonAllen LLP (CLA) to provide audit services expired upon completion of the 2020 audit in June, 2021. In July, 2021 an RFP for audit services for the years 2021 – 2023 was issued. The RFP drew six responses from public accounting firms. The responses were evaluated by a team of staff from the Finance Department, Department of Public Works, Attorneys Office and Valley Transit. The results of the scoring (95 max.) are indicated below along with the three-year costs proposed by each firm.

<u>Firm Name</u>	<u>Score</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Total</u>
CLA	81	\$ 78,540	\$ 80,100	\$ 80,900	\$239,540
Baker Tilly	79	\$100,250	\$103,600	\$106,950	\$310,800
Sikich LLP	72	\$ 62,920	\$ 63,550	\$ 64,190	\$190,660
KerberRose SC	69	\$ 71,375	\$ 72,950	\$ 75,100	\$219,425
Lauterbach & Amen, LLP	67	\$ 39,520	\$ 40,774	\$ 42,028	\$122,322
BerganKDV	56	\$ 65,000	\$ 67,000	\$ 69,000	\$201,000

Based on the overall scoring, staff is requesting the Finance Committee's approval to award the contract to CliftonLarsonAllen LLP. CliftonLarsonAllen LLP has been the City's independent auditors for the past five years. We have been happy with the service they have provided as they have shown to be very knowledgeable, professional, helpful, and flexible. Although not the lowest cost response, based on our experience with them and their experience providing auditing and consulting services to many Wisconsin municipalities, we are confident, as evidenced by the overall scores above, they provide the best value. Their proposed fee for 2021 represents a 2% increase over the cost of the 2020 audit.

If you have any questions on this request, feel free to contact me.





# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes CEA Review Committee

---

Monday, August 23, 2021

4:00 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

*Aldersperson Doran called the meeting to order at 4:02 p.m.*

2. Roll call of membership

**Present:** 3 - Doran, Vandehey and Saucerman

**Excused:** 1 - Van Zeeland

3. Approval of minutes from previous meeting

[21-1195](#)

Minutes from May 10, 2021

**Attachments:** [Minutes from May 10, 2021.pdf](#)

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

**Aye:** 3 - Doran, Vandehey and Saucerman

**Excused:** 1 - Van Zeeland

4. Public Hearings/Appealances

5. Action Items

[21-1191](#)

Election of Chair-Aldersperson Doran

*Aldersperson Doran was elected Chair.*

**Saucerman moved, seconded by Vandehey, that the Report Action Item be approved. Roll Call. The motion carried by the following vote:**

**Aye:** 3 - Doran, Vandehey and Saucerman

**Excused:** 1 - Van Zeeland

[21-1192](#)

Election of Vice-Chair-Aldersperson Van Zeeland

*Aldersperson Van Zeeland was elected Vice Chair.***Saucerman moved, seconded by Vandehey, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:****Aye:** 3 - Doran, Vandehey and Saucerman**Excused:** 1 - Van Zeeland[21-1193](#)

Request to add the equipment associated with the Common Council approved Department of Public Works Modified Operations Plan effective April 1, 2022.

**Attachments:** [DPW Modified Operations Plan Effective-April 1, 2022.pdf](#)**Saucerman moved, seconded by Vandehey that the Request be recommended for approval. Roll Call. Motion carried by the following vote:****Aye:** 3 - Doran, Vandehey and Saucerman**Excused:** 1 - Van Zeeland

## 6. Information Items

## 7. Adjournment

**Saucerman moved, seconded by Vandehey, that the meeting be adjourned. Roll Call. Motion carried by the following vote:****Aye:** 3 - Doran, Vandehey and Saucerman**Excused:** 1 - Van Zeeland



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

Department of Utilities  
Water Treatment Facility  
2281 Manitowoc Road  
Menasha, WI  
920-832-5945 tel.  
920-832-5949 fax

**TO:** Chairperson William Siebers and Members of the Finance Committee

**FROM:** Chris Shaw, Utilities Director

**DATE:** September 2, 2021

**RE:** *Change Order 4 for the Phase I Lake Station Construction Contract to Miron Construction Company in an amount \$9,717.41 decreasing project contingency from \$143,349.92 to \$133,632.51*

---

**BACKGROUND:**

The Appleton Water Treatment Facility (AWTF) draws and treats raw water from Lake Winnebago through the Raw Water Lake Station (RWLS). The RWLS is the largest satellite facility within the Appleton Water Utility. The station processes raw water through screening and pretreatment oxidation. Once pretreated, the water is pumped to the AWTF. The intent of this project is to address reliability and redundancy in raw water treatment and to meet current regulatory standards for water treatment.

This project is currently in the final phase with Miron Construction Company as the general contractor. The project is approximately 95% complete with installations of two new travelling screens, a new conveyance system for wastes to be collected, and electrical motor control centers.

Change Order #4 provides for several improvements that were not originally identified during design engineering. The following items were added: 1) Provide concrete pad, modify piping and provide finish paint for well system equipment 2) Install three bollards around well pump 3) Remove and replace damaged underground sanitary sewer. 4) Provide power supply for VRF display feed.

**RECCOMENDATION:**

Change Order 4 for the Phase I Lake Station Construction Contract to Miron Construction Company in an amount \$9,717.41 decreasing project contingency from \$143,349.92 to \$133,632.51

If you need more information regarding this phase of the project, please contact Chris Shaw at 832-5945.



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

Department of Utilities  
Water Treatment Facility  
2281 Manitowoc Road  
Menasha, WI  
920-832-5945 tel.  
920-832-5949 fax

**TO:** Chairperson William Siebers and Members of the Finance Committee

**FROM:** Chris Shaw, Utilities Director

**DATE:** September 10, 2021

**RE:** *Change Order 5 for the Phase I Lake Station Construction Contract to Miron Construction Company in the amount of \$185,444.33 decreasing project contingency from \$143,349.92 to (\$51,811.82)*

---

**BACKGROUND:**

The Appleton Water Treatment Facility (AWTF) draws and treats raw water from Lake Winnebago through the Raw Water Lake Station (RWLS). The RWLS is the largest satellite facility within the Appleton Water Utility. The station processes raw water from a 1,300-foot lake intake pipe and pumps water through screening and pretreatment oxidation that is then conveyed to the Appleton Water Treatment Facility. The intent of this project was to address reliability and redundancy in raw water treatment and to meet current regulatory standards. The construction phase of this project is currently complete with Miron Construction and in the warranty phase.

A major component of this project was marine construction to complete maintenance and construction activities on the 48-inch lake intake piping. The 1,300-foot section of intake is submerged in Lake Winnebago. Planning and bidding for the intake centered around "As Built" drawings from historical records. During this marine construction phase, divers noted that there was an extension on the pipe and that ballast boulders were placed over intake piping. These conditions were not identified in the bidding documents. Consequently, the project was interrupted as a change order would result that would consume most of the project contingency funding.

Alternatives were explored including stopping the project and bringing in a barge equipped with a crane to remove the boulders. Each of these alternatives would have resulted in greater costs to the water utility and therefore the decision was made to complete the work with the contractor's on-site diving company.

The funding for this change order exceeds the project contingency for this phase. However, it should be noted that, Change Order #1 for \$173,214.65 was transferred into this project to alleviate costs in the Phase II Piping Project (refer to UC Memo: Lake Station Project Change Order 1 dated February 2, 2021). The Phase II project funding will be the source of funding for the difference (\$51,811.82).