



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, June 21, 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

[21-0871](#) May 24, 2021 Finance Committee meeting minutes

Attachments: [MeetingMinutesMay-24-2021-08-24-53.pdf](#)

4. **Public Hearings/Apearances**

[21-0913](#) Jake Lenell, CPA and Leah Lasecki, CPA with CliftonLarsonAllen, LLP presentation of the 2020 Audit and Executive Summary

Attachments: [Finance Committee Presentation.pdf](#)

5. **Action Items**

[21-0875](#) Request to award the City of Appleton's 2021 Appleton Wastewater Treatment Plant Painting project contract to SDS Painting, Inc in the amount of \$181,760 with a contingency of \$6,740 for a project total not to exceed \$188,500

Attachments: [2021 AWWTP Painting.pdf](#)

[21-0877](#) Request to approve the First Addition to Broadway Hills Estates Development Agreement

Attachments: [Broadway Hills Estates Develop Agreement.pdf](#)

[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](#)

Legislative History

5/6/20 Common Council referred
2/22/21 Finance Committee held

[21-0442](#) #5-R-21 Political Signs on City Property

Attachments: [#5-R-21 Political Signs on City Property.pdf](#)
[Finance Committee - Response to Resolution Memo \(0310\).pdf](#)

Legislative History

4/12/21 Finance Committee held

[21-0910](#) Request to approve the 2022 Special Assessment Policy

Attachments: [2022 Assessment Policy.pdf](#)

6. Information Items

[21-0915](#) Elimination of Overdue Fines for Appleton Public Library Materials

Attachments: [Fine Free Proposal Memo 6-8-2021.pdf](#)
[Overdue Fines Memo Council June 2021.pdf](#)

[21-0878](#) Contract 124-19 was awarded to Hydro-Klean, LLC for \$141,000 for Spot Repairs, Protruding Tap and Mineral Deposit Removals. Payments issued to date total \$31,420. Request final payment of \$65,819.25

[21-0879](#) Contract 126-20 was awarded to Miron Construction Co. for the 2020 Fire Station #1 Bathroom Remodeling project in the amount of \$182,257 with a contingency of \$18,226. Three change orders were issued that total \$15,779.27 to make additional wall and ceiling repairs, additional epoxy floors, and fire alarm modifications. Payments to date total \$193,085.36. Request to issue the final contract payment of \$4,950.91

[21-0881](#) Contract 127-20 was awarded to Cardinal Construction for the 2020 MSB Exterior Masonry Improvements project in the amount of \$163,462 with a contingency of \$16,346. One change order was issued in the amount of \$8,523.41 to add additional wall repairs in the Cold Storage Building. Payments to date total \$163,386.14. Request to issue the final contract payment of \$8,599.27

[21-0883](#) Contract 133-20 was awarded to Cardinal Construction Co. for the 2020 Wastewater Asbestos Flooring Removal project in the amount of \$38,797 with a contingency of \$3,880. One change order was issued in the amount of \$1,513 to make additional asbestos removals. No payments have been made to date. Request to issue the final contract payment of \$40,310.60

[21-0912](#) Budget Analyst Position Update

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

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Meeting Minutes Finance Committee

Monday, May 24, 2021

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:30pm

2. Roll call of membership

Present: 5 - Meltzer, Reed, Siebers, Firkus and Van Zeeland

3. Approval of minutes from previous meeting

[21-0571](#)

May 10, 2021 Finance Committee Meeting minutes

Attachments: [MeetingMinutesMay-10-2021-09-09-01.pdf](#)

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

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

4. **Public Hearings/Appearances**

5. **Action Items**

[21-0719](#)

Request to award Unit E-21 Miscellaneous Concrete & Street Excavation Repair to Fischer-Ulman Construction, Inc in the amount of \$532,500 with a 6.2% contingency of \$33,000 for a project total not to exceed \$565,500

Attachments: [Award of Contract Unit E-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

[21-0720](#)

Request to award Unit L-21 Sewer and Water Construction - Lightning Drive and Edgewood Drive to Feaker and Sons Co, Inc in the amount of \$1,004,464 with a 5% contingency of \$50,000 for a project total not to exceed \$1,054,464

Attachments: [Award of Contract Unit L-21 Rebid.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

[21-0721](#)

Request to award Unit Y-21 Sewer & Water Reconstruction No. 3 to Kruczek Construction, Inc in the amount of \$797,798 with a 7.5% contingency of \$60,073 for a project total not to exceed \$857,871

Attachments: [Award of Contract Unit Y-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

[21-0722](#)

Request to award Unit AA-21 Pacific Street over Peabody Park Bridge Maintenance to Norcon Corporation in the amount of \$207,717 with a 15% contingency of \$31,157 for a project total not to exceed \$238,874

Attachments: [Award of Contract Unit AA-21.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

[21-0723](#)

Request to approve the following 2021 Budget amendments:

Public Works Capital Projects Fund

Spartan Drive Land	+\$73,107
Lightning Drive Land	- \$73,107

Stormwater Utility

Land	+\$64,893
Storm Sewer Reconstruction	- \$64,893

to reallocate positive bid variances to purchase land for future Spartan Drive and associated stormwater management (2/3 vote of Council required)

Attachments: [Land Acquisition.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

6. Information Items

[21-0724](#)

The following 2021 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

Reid Golf Course

Donations	+\$ 1,016
Supplies	+\$ 1,016

to record donation from Marcia Felton for a memorial bench at Reid Golf Course

This budget adjustment was presented

7. Adjournment

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

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

City of Appleton, WI

2020 Audit Results and Report –
Finance Committee

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



Create Opportunities

Agenda

- Introduction of the Service Team
- Executive Summary
 - Services Provided to the City
 - Financial Statement Audit Results
 - Required Communications
- Current Environment
 - COVID-19
 - New GASB Pronouncements



Service Team

CLA

- Over 100 office locations nationally
- 18 office locations in Wisconsin
- Serve over 2,100 governmental clients nationally
- Serve over 400 governmental clients in Wisconsin
- Serve over half of all of the counties in Wisconsin



Service Team

Jake Lenell, Principal, CPA, MBA



Over 19 years
serving
governmental
clients

Bryan Grunewald, Principal, CPA



Over 20 years
serving
governmental
and not-for-
profit clients

Leah Lasecki, Manager, CPA



Over 15 years
serving
governmental
and not-for-
profit clients

Service experience includes:

- Auditing and Other Assurance Services
- Outsourced accounting
- Operational and Financial Systems Consulting
- Budgeting
- IT Security
- Search and Placement



Executive Summary

Results of Professional Services

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Services Provided to the City

- City of Appleton – Audit of Financial Statements
- Valley Transit – Audit of Financial Statements (Enterprise Fund of the City)
- Business Improvement District – Audit of Financial Statements (Component Unit of the City)
- Federal/State Compliance Audit in Accordance with Federal Uniform Guidance and the State Single Audit Guidelines (“Single Audit”)
- Compilation of the Public Service Commission Annual Financial Report
- Independent Auditor’s Report on the City’s Administrative Rule – Tax 16 Report



Financial Statement Audit Results

Opinion

- Unmodified (“Clean”)

Internal Control Deficiencies

- There were no deficiencies in internal control over financial reporting reported.
- There were no deficiencies in internal control over compliance reported.

Compliance Findings

- There were no compliance findings reported.



Financial Statement Audit Results (continued)

Federal
and State
Programs
Audited
as Major
Programs

- Coronavirus Relief Fund (Federal)
- 2018 State VW Capital Grant Program (State)

Required Communications

Topic	Communication
<p>Our responsibility under Generally Accepted Auditing Standards, Uniform Guidance, and State Single Audit Guidelines</p>	<ul style="list-style-type: none"> • Express an opinion on the fair presentation of the financial statements in conformity with GAAP • Plan and perform the audit to obtain reasonable, not absolute assurance that the financial statements are free of material misstatement • Evaluate internal control over financial reporting and compliance and overall compliance with Federal and State Major Programs • Utilize a risk based audit approach • Communicate significant matters to appropriate parties
<p>Planned Scope and Timing of the Audit</p>	<ul style="list-style-type: none"> • Performed the audit according to the planned scope and timing previously communicated.
<p>Other Information in Documents Containing the Audited Financial Statements</p>	<ul style="list-style-type: none"> • Financial statements may only be used in their entirety • Our approval is required to use our audit report in a client prepared document • We have no responsibility to perform procedures beyond those related to the financial statements



Required Communications (continued)

Topic	Communication
Significant Accounting Policies	<ul style="list-style-type: none"> • Management is responsible for the accounting policies of the organization • Accounting policies are outlined in Note 1 to the financial statements • No new accounting policies were adopted and the application of existing policies was not changed during 2020. • Accounting policies deemed appropriate • No unusual transactions occurred
Significant Accounting Estimates	<ul style="list-style-type: none"> • An area of focus under a risk based audit approach • Significant estimates include: <ul style="list-style-type: none"> a. Pension liability and related deferred outflows\inflows of resources and expense b. Retiree health OPEB liability and related deferred outflows\inflows of resources and expense c. Accumulated sick leave d. Fair Value of investments e. IBNR for the Self-Funded Plans f. Amortization of intangible assets and deferred costs g. Useful lives of capital assets • Estimates determined by management based on their knowledge and experience • No management bias indicated • Estimates were deemed reasonable • Estimate uncertainty is disclosed in the financial statements



Required Communications (continued)

Topic	Communication
Sensitive Financial Statement Disclosures	<ul style="list-style-type: none"> • None that are particularly sensitive.
Management Representation Letter	<ul style="list-style-type: none"> • Management provided signed representation letters prior to finalization of the audit reports
Other	<ul style="list-style-type: none"> • No uncorrected misstatements, other than those that are clearly trivial, were identified. • No material misstatements were identified as part of audit procedures. • No difficulties encountered in performing the audit • No issues discussed prior to retention as independent auditors • No disagreements with management regarding accounting, reporting, or other matters • No consultations with other independent auditors • No other findings or issues were discussed with, or communicated to, management





Current Environment

COVID-19

New GASB Pronouncements

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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COVID-19

- Challenges
 - Additional Costs
 - Staffing considerations
 - Technology considerations
 - Planning
- Grant funding – Coronavirus Relief Fund and ARPA

New Accounting Standards

Effective for 2022

GASB Statement No. 87 *“Leases”*

GASB Statement No. 91 *“Conduit Debt Obligations”*

*Additional information on both standards is provided in Appendix B
in the Executive Audit Summary.*



Questions





CLAconnect.com

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Jake Lenell, CPA

Principal

(414) 721-7572

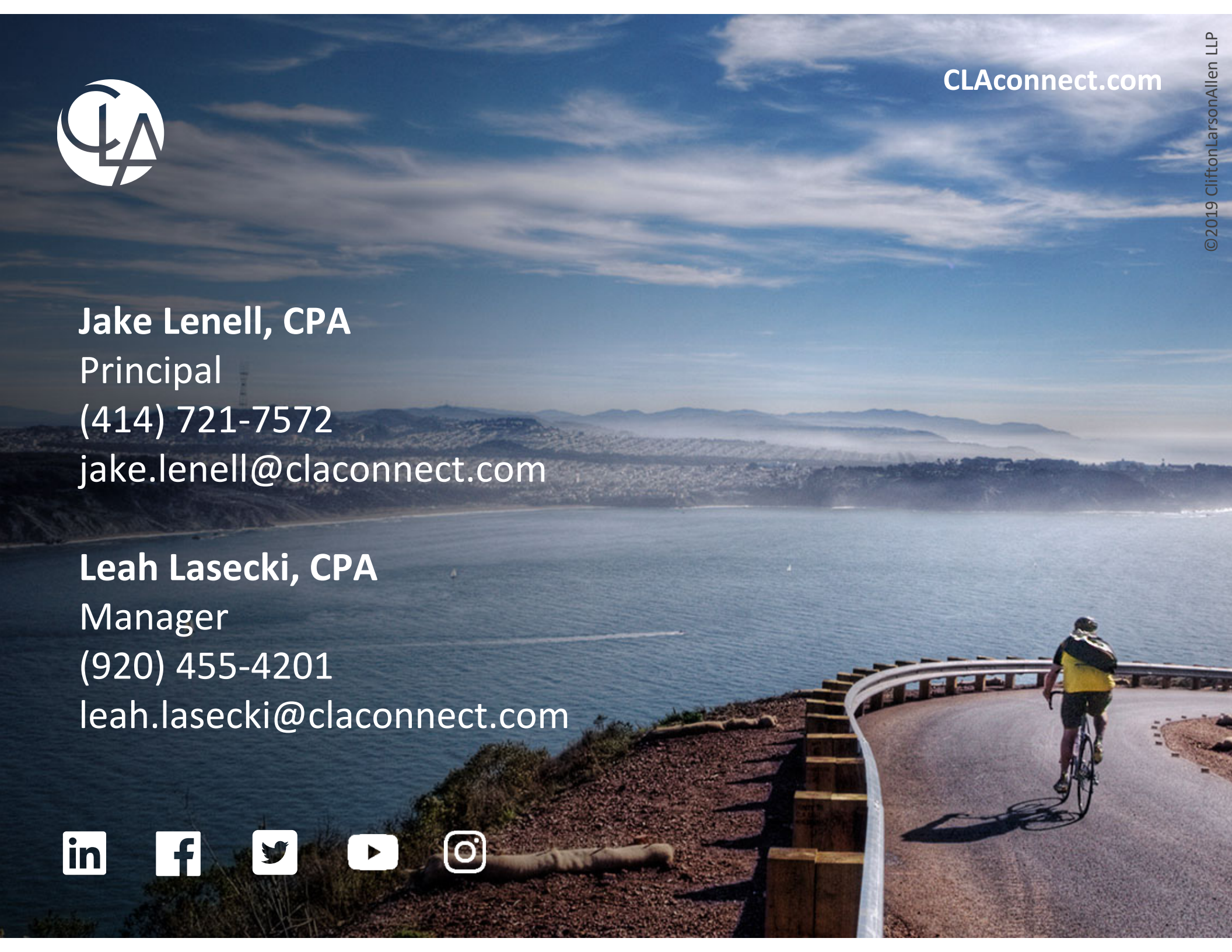
jake.lenell@claconnect.com

Leah Lasecki, CPA

Manager

(920) 455-4201

leah.lasecki@claconnect.com





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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/21/2021

RE: Action: Award the City of Appleton's "2021 Appleton Wastewater Treatment Plant Painting Project" contract to SDS Painting, Inc. in the amount of \$181,760 with a contingency of \$6,740 for a project total not to exceed \$188,500.

The 2020 Capital Improvement Plan includes \$200,000 for interior painting at the Wastewater Treatment Plant. Of that amount, \$11,500 was spent on design leaving a balance of \$188,500 for preparation and painting. Due to the size of the Wastewater Plant and environment within the buildings, PRFMD budgets funds every year for painting projects at Wastewater.

The bids were received as follows:

SDS Painting, Inc. (low bid)	\$181,760
Osseo Construction, Co., LLC.	\$194,000
MV Klinger, Co., Inc.	\$198,566
TMI Coatings, Inc.	\$243,500

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to SDS Painting, 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 SDS Painting, Inc. in the amount of \$181,760 plus a contingency of \$6,740 only to be utilized as needed.

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

FIRST ADDITION to BROADWAY HILLS ESTATES 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 **North Appleton Properties LLC**, a corporation with a business address of 4226 E. Appleseed Drive, Appleton, WI 54913, 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 First Addition to Broadway Hills Estates 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 First Addition to Broadway Hills Estates 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, 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.
 - 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. Televising of sanitary and storm sewer lines
- e. Street Name Signs
- f. Traffic Control Signs
- g. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- h. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3h for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3h 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 agrees to include the installation of watermain in French Road adjacent to this Development in the 2022 Capital Improvement Budget.
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]

North Appleton Properties, LLC

By: [Signature]

By: _____

Printed Name: GREG GAVENKE

Printed Name: _____

Title: OWNER

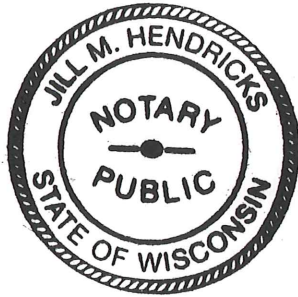
Title: _____

STATE OF WISCONSIN)

OUTAGAMIE COUNTY)

: ss.

Personally came before me on this 15 day of JUNE, 2021, the above-named persons, Greg Gavenke and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



[Signature]
Notary Public, State of Wisconsin
My commission is/expires: 10/19/2023

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 Sauceran, Director of Finance

 Christopher Behrens, City Attorney

First Addition to Broadway Hills Estates Subdivision

**EXHIBIT
4**

Number of Lots : 7
 Total Lot Area (SF) : 666,639
 Total C/L Footage (LF) : 460
 Total Pavement Area (SF) : 22,692

NOTES / COMMENTS

Administrative Fees (Engineering, Inspection, Survey)	\$6,900.00	\$15.00 per c/l foot
Temporary Asphalt Pavement	\$37,820.00	\$15.00 per square yard
Sanitary Sewer Area Assessment	\$15,899.34	\$23.85 per 1000 s.f.
Sanitary & Storm Sewer Televising	\$1,095.00	\$1.50 per c/l foot (plus easement)
Street Name / Traffic Control Signs	\$690.00	\$1.50 per c/l foot
Concrete Pavement	\$11,040.00	\$60.00 per front ft. (for 20% of lots)
Sidewalks - at time of Concrete Pavement	\$5,520.00	\$30.00 per front ft. (for 20% of lots)
SUBTOTAL	\$78,964.34	

**City of
Appleton
Costs
(Assessed)
*Estimated***

Mobilization, Misc. Construction, Topsoil Stripping, Erosion Control		
Sanitary Sewer		
Storm Sewer		
Water Main		
Sanitary Laterals		
Storm Laterals		
Water Services		
Grading & Graveling		
Street Lights		
Private Electric		
Private Gas		
SUBTOTAL	\$0.00	
SUBTOTAL	\$78,964.34	

**Developer
Costs
And
Responsibility
*Estimated***

PROJECT TOTALS

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

Submitted By: Former Alderperson Chris Croatt

Date: April 22, 2020

Referred To: Finance Committee

Whereas, the City of Appleton has been identified locally, regionally, and nationally as a leader in many aspects and has been recommended as a preferred place to call home, work, and raise a family for a variety of positive reasons.

And Whereas, the City of Appleton is getting regional and national attention with positive accolades and endorsements such as a best affordable place to live, a best place for children, low unemployment, fiscal restraint, a community with many parks, trails, and playgrounds, and many more.

And Whereas, the City of Appleton, like other entities (public and private) providing a service or product offering, has a brand image.

And Whereas, a strong brand image and identity is an important attribute for any entity (public or private sector) looking to attract top talent and new business and foster impactful economic development.

And Whereas, a brand's strength comes from the following attributes:

1. Motivational vision statement
2. Clearly defined mission
3. Clearly defined values
4. Marketing consistency
5. High brand equity

And Whereas, branding is part of a marketing plan/strategy and the strength of a brand is a direct result of supporting marketing-related activities through funding mechanisms and execution plans.

And Whereas, Appleton's quality of life, vibrancy, and values could be better conveyed by an updated logo, slogan, and messaging.

Therefore Be It Resolved...The City of Appleton should evaluate all financing options to appropriate the necessary funds to launch a brand study in 2020 or include a brand study in the 2021 budget. Such a study should be conducted by a highly qualified firm to be identified through the RFP process. At a minimum, the scope of the brand study should include logo redesign, development of a graphic standards manual for the entire organization, further definition of mission, value proposition, key marketing strategies, and a detailed recommendation of brand-strengthening activities that can be planned and budgeted for.

And Therefore Be Resolved...As part of the defined RFP language and study conducted by an outside entity, citizen input through open dialogue sessions be included as part of the overall process as well as options for a phased in implementation plan based on budgetary limitations or other factors.



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

OFFICE OF THE MAYOR

Sheng L. Riechers
Senior Communications Specialist
100 N. Appleton Street
Appleton, Wisconsin 54911
Phone: (920) 832-5814
Email: sheng.riechers@Appleton.org

MEMORANDUM

TO: Finance Committee
FROM: Sheng Riechers, Senior Communications Specialist
DATE: February 1, 2021
RE: Resolution #8-R-20 (City of Appleton Brand Study)

Resolution #8-R-20 regarding conducting a brand study for the City of Appleton was submitted on April 22, 2020 and referred to the Finance Committee. The Finance Committee referred the resolution to staff, in this case, the Mayor’s Office. Mayor Woodford sent a memorandum on September 29, 2020, requesting that the Office of the Mayor be allowed to further research and prepare a draft Request for Proposals (RFP), to be delivered by February 1, 2021.

As the City embarks on the second decade of the 21st Century, it needs a new logo and overall branding. Appleton’s current logo was commissioned by Mayor Richard De Broux, designed, and adopted in 1994 as City Hall moved into its current location in City Center. While the themes of the existing logo around economic vitality and sustainability remain important aspects of the community, our City has grown and changed over the last 27 years in ways that would be better represented by new imagery and typography. Leaving the City’s brand unchanged could put the City of Appleton at a competitive disadvantage.

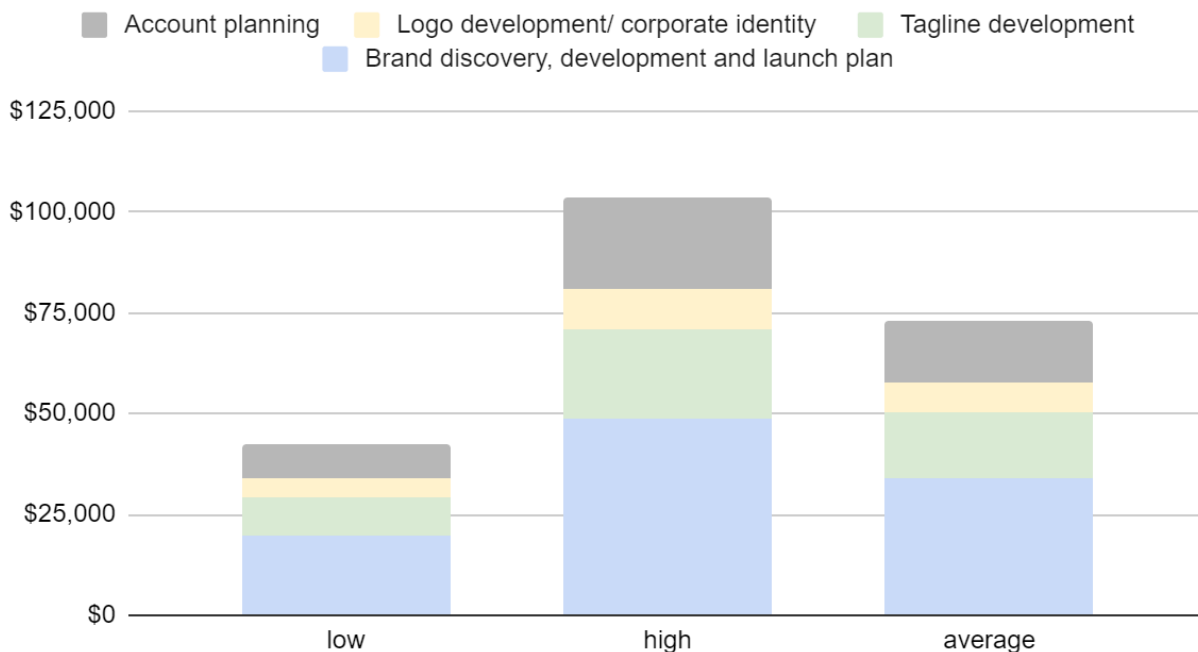
Branding is more than just the logo; it touches every aspect of the City's visual representation and the ways in which the City describes itself. Inconsistent use of the existing logo, including misuse of design elements such as color palette, not only weaken the City's brand identity, it can create doubt around official documents and City representatives. Presently, there are at least a half dozen graphic representations of the City of Appleton in official use that incorporate inconsistent design elements such as apples, trees, colors, etc.

A clear, consistent brand should support the City's strategic priorities. It should also improve service to residents by stating and reinforcing the City's values. Finally, the City's brand should serve as a point of pride for the taxpayers of Appleton.

The purpose of this RFP is to solicit proposals to establish a contract through competitive negotiation with a qualified consulting firm with experience in municipal identity/branding, including development of a brand values statement; logo development and associated graphic standards; marketing research (both quantitative and qualitative); message/positioning development; and recommendations for brand rollout through various marketing tactics.

According to a 2020 survey of small to mid-sized advertising agencies published by Second Wind, the City can expect to pay the following rates for a brand development initiative. Please note that this cost breakdown does not include the design, production or purchase of any collateral assets such as: website, signage, vehicle wraps, apparel, letterhead, business cards, or any other asset that may incorporate the City logo and/or brand. We are still working to gather comparable implementation cost information.

Branding Costs



Price Range	Brand discovery, development, and launch plan	Tagline development	Logo development/ corporate identity	Account planning	Totals
low	\$19,651	\$9,734	\$4,664	\$8,091	\$42,141
high	\$48,703	\$22,116	\$10,270	\$22,303	\$103,392
average	\$34,180	\$15,928	\$7,472	\$15,200	\$72,779

Brand discovery, development, and launch plan: Includes data collection, analysis and compiling of Brand Discovery Report; developing and writing a brand positioning statement; communications audit; writing an inward marketing plan including employee brand training; compiling visual and verbal brand communications guides, budget timetable and launch plan; all research, planning meetings and related materials; account service charges; and all associated costs of production and presentation.

Tagline development: Includes research, analysis, planning meetings, concepting, administrative and account service charges, and associated costs of production and presentation.

Logo development/ corporate identity: Includes research, concept, layout/design, digital file creation, photography/ illustration, digital proofs, art direction and account service charges; and completed digital files prepped for pre-press.

Account planning: Includes research and analysis (“discovery”), planning meetings, copy, account service charges and all associated costs of production and presentation.

City of Appleton



**Request for Proposals
Rebranding, Positioning, and Marketing Services**

Proposals Due by TBD



CITY OF APPLETON REQUEST FOR PROPOSALS

**CITY OF APPLETON
REBRANDING, POSITIONING, AND MARKETING SERVICES**

Appleton, Wisconsin

CLOSING DATE FOR PROPOSALS: TBD

Proposals must be received at the City of Appleton, 100 N. Appleton St., Appleton, Wisconsin 54911, on or before the closing date and time indicated above.

Please send the proposal to the attention of: **Sheng Riechers, Senior Communications Specialist**

Statement of Need

As the City embarks on the second decade of the 21st Century, it needs a new logo and overall branding. Appleton's current logo was commissioned by Mayor Richard De Broux, designed, and adopted in 1994 as City Hall moved into its current location in City Center. While the themes of the existing logo around economic vitality and sustainability remain important aspects of the community, our City has grown and changed over the last 27 years in ways that would better be represented by new imagery and typography. Leaving the City's brand unchanged could put the City of Appleton at a competitive disadvantage.

Branding is more than just the logo; it touches every aspect of the City's visual representation and the ways in which the City describes itself. Inconsistent use of the existing logo, including misuse of design elements such as color palette, not only weaken the City's brand identity, it can create doubt around official documents and City representatives. Presently, there are at least a half dozen graphic representations of the City of Appleton in official use that incorporate inconsistent design elements such as apples, trees, etc.

A clear, consistent brand should support the City's strategic priorities. It should also improve service to residents by stating and reinforcing the City's values. Finally, the City's brand should serve as a point of pride for the taxpayers of Appleton.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiation with a qualified consulting firm with experience in municipal identity/branding, including development of a brand values statement, marketing research (both quantitative and qualitative), and message/positioning development; logo development and associated graphic standards; and recommendations for brand rollout through social media marketing as well as traditional marketing.

The City of Appleton is seeking the development of a comprehensive brand marketing campaign to drive business attraction and retention, energize current residents, position the municipality as a desirable community for relocation, and to enhance general perception. The successful execution of this project will create positive impressions of the City to existing and prospective residents, businesses, visitors, and employees. Considerations must be made to include City, business and industrial assets, tourism initiatives, special events, parks and recreation amenities, and cultural and historical assets. Further, the initiatives must be adaptable to various functions, which include, but are not limited to destination marketing, economic development, and professional recruitment and (employee and resident) retention.

City Background

The City of Appleton is a “full-service” municipality employing approximately 640 individuals (FTEs) in a wide range of occupations including police and fire protection, public works-related services including refuse pickup, street construction, maintenance and cleaning, snow and ice control, planning, inspection, health, parks and recreation, library, mass transit, water and wastewater disposal services, among others. This branding initiative should take into consideration how the City’s overall brand and positioning will accommodate or incorporate the follow departments, which may or may not have their own logo/brand guide:

- Appleton Public Library
- Department of Public Works
- City Attorney
- Utilities
- Technology Services (IT)
- Parks, Recreation & Facilities
- Valley Transit
- Human Resources
- Police
- Fire
- Finance
- Health
- Community and Economic Development
- Mayor

2019 Census Data:

Population: 74,098

Median Household Income: \$58,112

Median Housing Value: \$147,800

Total Housing Units: 30,447

Number of Firms: 5,714

Percent of households with a broadband internet subscription: 86%

Race: White 80.7%, Asian 7.4%, Hispanic/Latinx 6.1%, Black/African American 3.4%, Multiracial 2.3%, Native American 0.6%

2020 National Recognition:

#1 [Best Place to Raise Kids](#)

#13 [Most Livable Small City](#)

#6 [Best Place to Live on a \\$60,000 Salary](#)

#9 [Best Place to Work in Manufacturing](#)

Project Contact(s)

Sheng Riechers

Senior Communications Specialist

Office of the Mayor

100 N. Appleton Street

Appleton, WI 54911

Phone: 920-832-5814

Email: sheng.riechers@appleton.org

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GENERAL INFORMATION

General Information and Requirements

1. In accordance with WI Statutes, all proposals received, and all materials contained therein, once opened are public record, and subject to disclosure to any person, organization, or firm, including other firms responding to this Request for Proposals.
2. The City of Appleton reserves the right to accept or reject any or all proposals, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City of Appleton. In all instances, the City of Appleton's decision shall be final.
3. The City of Appleton reserves the right to reject any or all items in the proposal, if in its judgment the item does not meet the needs of the City of Appleton, or for any reason it deems suitable.
4. Prospective firms hereby warrant by virtue of submission of proposals that all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected firm.
5. Indemnification Clause
The prospective firm agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from against any and all liability, loss, damage expense, costs (including attorney fees) arising out of the submitted proposal, caused in whole or in part by provider or anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of the City.
6. Eligibility
 - a. The consultant should specialize in project management, research, marketing, and creative design as it relates to the development of a community brand. To be eligible to respond to the RFP, the consultant must demonstrate that it is a firm with significant knowledge and experience in providing branding, positioning and marketing services.
 - b. Priority will be given to those firms that have experience with local governments in this type of work.
 - c. Three (3) references required. Include samples from these references.
 - d. The City of Appleton desires to issue a contract to a single qualified consultant to lead the project. Consulting proposals based on a consortium approach where more than one firm will provide support within a consulting team are acceptable with a single project manager point of contact.

Submission of proposals

1. The Proposals shall be mailed or delivered to Senior Communications Specialist on or before the deadline indicated above. (see contact information on page 1)
2. Proposal shall be on company letterhead and signed by an authorized representative of the company.
3. Firms will submit their proposal along with their fee structure document for performing the required services outlined in this RFP. The fee structure will be in a separate documented named "Fee Structure." Submissions containing the proposal and any related materials shall be named in the following manner: *"Rebranding, Positioning, and Marketing Services"*.
4. The firm shall submit one (1) electronic copy by email to AppletonRebrand@appleton.org. The following must appear in the subject line of the email: *Rebranding, Positioning and Marketing Services*. Proposals may only be sent electronically; hard copies that are delivered or mailed will be rejected.
5. The City of Appleton will not be liable for any costs incidental for the preparation of the RFP.

Evaluation of the Proposals

1. The City of Appleton will evaluate and analyze all proposals, and select the firm that, in the City of Appleton's sole and final judgment, represents the best qualified and fiscally responsible solution for the City of Appleton. The City of Appleton reserves the right to seek clarification from prospective firms on any issue in their proposal or take any other action it determines necessary to evaluate the proposals and construct a solution that is in the City of Appleton's best interest. The City of Appleton also specifically reserves the right to conduct candidate interviews.
2. Proposal will be evaluated by the City using the following criteria:
 - a. Experience and success with providing rebranding, positioning, and marketing services to similar organizations
 - b. Skill, ability, and capacity to perform the specific scope of services required
 - c. Specific plans or methodology to be used to perform the services
 - d. Proposed metrics to measure success
 - e. Reference letters from other clients
 - f. Quality of proposal and samples
 - g. Proposed lump sum fee and pricing structure
3. The City reserves the right to (a) accept or reject any/or all submissions of proposals; (b) to waive any irregularity, technicality, informality or discrepancy in a proposal; (c) accept any alternative submission of proposals presented, which in its opinion, would best serve the interests of the City; (d) give full and proper evaluation of the Vendor or team presenting the proposal.

SCOPE OF WORK

1. Project Management – The consultant will lead all aspects of the City's community marketing and branding initiative, including the following:
 - a. Serve as advisor to the Steering Committee (to be determined) – This team will be made up of representatives from the City and community. Meetings throughout the process will be required.
 - b. Facilitate various focus groups comprised of community members, City employees and businesses to determine existing attitudes, perceptions, opportunities, and challenges to enhancing the City's image. The consultant will be expected to employ creative means of public involvement and community engagement to ensure that community members are aware of and involved in the project.
 - c. Serve as the purchasing agent between the City of Appleton and vendors involved in the branding initiative. The City will not pay any agency commission fees associated with this service.
2. Research – Research will be the basis for the development of a brand concept, creative elements, messaging/positioning, and the overall brand initiative. The consultant will create and implement a brand research plan, which will include qualitative and quantitative research with key stakeholders to identify the following:
 - a. The key elements of the City of Appleton
 - b. Analysis of competitor marketing strategies
 - c. Measures that will be used to determine if the branding effort is successful
3. Strategic Plan – The consultant will develop strategic objectives that will help better inform the City of Appleton on implementation, management, and ongoing promotion of the brand to include, but not limited to the following:
 - a. Promotion of the use of the brand among City of Appleton departments
 - b. Maintenance and consistency of brand image and messaging while providing suitable flexibility for the target audiences of the participating departments
 - c. Recommendations of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness

4. Creative/Development of Brand – The consultant will develop creative elements that include slogan/tag line, logo, typeface, voice/tone, market positioning, personality, and other deliverables to support the overall brand initiative. A minimum of three distinct creative options must be presented, based on the results of the research. The selected logo design will be delivered, with the final option delivered with a style manual and guidelines for use in the following
 - a. Print and electronic advertising
 - b. Website design
 - c. Media placement (TV/Radio/Outdoor)
 - d. Public relations
 - e. Events
 - f. Collateral (letterhead, business cards, memos, etc.)
 - g. Signage (building, street, welcome, vehicles, etc.)
5. Implementation Plan – The consultant will develop an action plan for implementation of the brand in sufficient detail to allow the Steering Committee to understand the approach and work plan. An Action Plan should include, but not be limited to the following:
 - a. Estimated costs/budget associated with the implementation process
 - b. Proposed timelines for development of creative elements
 - c. Recommended positioning, logo and brand guidelines
 - d. Plan for brand identity applications and brand identity maintenance
 - e. Plan for how public officials, City employees/volunteers, businesses and residents will work together to implement and promote the new brand
6. Goals/Objectives – the primary goals/objectives to be achieved by the branding initiative include but are not limited to:
 - a. Consistency – The brand should convey a consistent message and image to audiences both within and outside the City of Appleton. A defined message that will market the City of Appleton locally, statewide, nationally and internationally as a great place to live, work, and play; a community historically focused on sustainability and conservation; the right place for development, redevelopment and investment; the perfect mix for a business-friendly community.
 - b. Community Identity/Pride – Identify and promote what makes the City of Appleton distinct and appealing in a regionally competitive environment for investors, businesses, retailers, visitors, and residents.
 - c. Community and Economic Development Promotion – Promote a healthy economy, attract private investment, new residents, and young professionals, and retain key businesses and creative talent.
 - d. Flexibility – The brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the City, as well as groups and businesses within the City (chamber of commerce, convention and visitor’s bureau, etc.). It must also be flexible enough to grow and evolve along with any changes in the market.
 - e. Endorsement – The brand must be authentic and resonate with community members in the City of Appleton and the greater Fox Cities area.

PROPOSAL REQUIREMENTS

Each proposal will include six (6) sections. Each section is laid out below with the expectations clearly defined for each section. Each section also has a percentage identified, that percentage is the weighting value added to the final score for each section as determined by the selection committee.

Executive Summary and Introductory Letter (5%)

1. Executive Summary
 - a. Fees must not be included in this letter or in any portion of the submittal except on the “Fee Structure” document.
 - b. Executive Summary defines proposal elements in less than one (1) page. Provide an overview of the proposed services and plan, your organization, and its ability to be able to provide the services proposed.
2. Introductory Letter
 - a. This letter shall stipulate the following:
 - b. All terms and conditions outlined in the RFP are acceptable to the Consultant, or if not, clearly define those elements and reasons for the objection.
 - c. Person(s) authorized to represent the Consultant during the evaluation process, any negotiations, and signing of agreements that may result.
 - d. Any additional items that the Consultant believes should be added to the project.
3. Misc.
 - a. The proposal is not more than 50 pages in length and sections are bound separately

Description of Firm (15%)

This relates to the Consultant’s firm and any sub-consultants. All sub-consultants and their respective roles, qualifications, and experience must be clearly identified. This section will provide a basis for judging how well the Consultant’s qualifications and experience relate to this specific project. Consultant firm profiles may be included. Elements that will be evaluated are:

1. Background & Stability of the Consultant firm. (Length of time in business, ownership, affiliations, financials, etc.)
2. Background of any sub-consulting firm(s) used on this project and an explanation of prior relationships with the consultant.
3. Three (3) relevant projects the Consulting firm has completed. **Please only provide examples of projects that the project team members have worked on.**
 - a. Each example should include a brief summary of the project, including how you measured and met success, image samples of the final product(s), and total lump sum cost with percentage breakdown of account management fees, creative development fees and media buying costs.
 - b. Provide references for each example and include name, title, address, email, and phone number for the contact person.
4. Please describe how the Consulting Firm(s) handles conflicts, errors, and/or missing information in design concepts and project specifications.
5. Please describe the Consulting Firm’s quality assurance/quality control (QA/QC) policies and procedures designed to minimize or eliminate errors, omissions and/or missing information.
6. Available resources from the firm.

Project Team (35%)

This criterion relates to the project principal, project manager, key staff, and sub consultant staff. This section will provide a basis for judging how well the project team's qualifications, experience with similar projects, and time allocation relate to this specific project. Individual resumes must be included. Proposed hours for each project team member must be identified in this section. Elements that will be evaluated are:

1. Number of people and hours assigned to this project with information to be provided in a spreadsheet format that clearly identifies staff and hours.
2. The lead for each discipline (i.e. – graphic designer with the most billable project time) shall have a **minimum of five (5) years of experience** with comparable projects. Please provide references and examples.
3. Extent of principal and project manager involvement in meeting with the Project Team as often as necessary to meet objectives and additional meetings, as consultant believes necessary to enhance this project.
4. Key project team members on similar projects and unique qualifications that make them a valuable resource on this specific project, including experience with other design teams and consulting firms.
5. Project team members are experienced with rebranding and/or working with municipal organizations.
6. Key project team member roles during this project.
7. Does the project team cover all phases of this project?
8. Project Manager's technical and managerial experience with projects of similar scope and nature.
9. Provide examples of the firm's responsiveness capabilities.

Project Understanding (35%)

A discussion of the approach the Consultant will use to complete the project. The proposal shall include a clear and concise understanding of the project, the work to be completed, and the coordination required based on existing information. Elements that will be evaluated are:

1. Detailed description of Firm's approach provided for each task demonstrating project understanding and needs.
2. Clear and concise explanation of specific tasks and associated schedule that provides quantifiable deliverables.
3. Defines issues to be resolved in the course of the project.
4. Incorporates coordination and involvement of City staff within key elements.
5. Description of project quality control that will meet the City of Appleton's needs and meet budget parameters.
6. Key project meetings identified with staff to ensure that a high-quality project will be delivered.
7. Recognition of elements with project not identified in this proposal the City of Appleton may wish to consider.
8. Include value-added services or creativity to proposal elements and/or incorporate new desirable elements not originally identified.
9. Firm makes clear their ability to effectively meet scope of work.

Project Schedule (10%)

This relates to the Consultant's time requirements to complete those tasks identified. Elements that will be evaluated include:

1. Time required to complete tasks (duration)
2. Inter-relations between tasks (dependencies)
3. Key events during the project (milestones)
4. Critical input points from the City of Appleton
5. Ability to meet the overall schedule

Additional Information

The Consultant may submit any information they believe relevant that does not fit within the body of the proposal. This may include brochures, company information, supplemental resumes, additional project descriptions, and any other information the consultant believes is useful. This additional submittal will be used by the Project Team as they see fit and may not have a significant bearing on the selection process.

FEE INFORMATION

Proposed consultant fees for this project must be submitted in a separate document named "**Fee Structure**". The fee structure relates to the total estimated fee for this project as described by the consultant in Section Proposal Requirements – Project Understanding and Project Schedule. The fee structure should provide a schedule of fees for all relevant products and services described in the Scope of Work, including but not limited to cost of project management, strategic development, and paid media. Proposed resources for each task must be identified, including hours and wage rates for consultants and sub consultants. The Consultant must identify work the Consultant will not provide and must be provided by the City of Appleton. Elements that will be evaluated include:

1. Availability of resources from the consultant and sub consultant(s) for the project.
2. Estimated hours and fees to complete individual workelements.
3. Total **not-to-exceed** fee for the project. Note that your fee is to complete a scope of work as outlined in the RFP. If the account executive underestimates the amount of effort required to complete the work, they will **not** receive extra compensation. The account executive is expected to plan to the City of Appleton's project budget and perform thorough cost estimating. If the bids exceed the project budget the account executive will complete re-plan and bidding at no additional cost to the City to meet the project budget.
4. List of tasks not performed by consultant or sub consultant(s) for project that must be performed by the City.
5. Identify firm's reimbursable expenses and detailed costs of expenses.

EVALUATION PROCESS

A Steering Committee will evaluate proposals. The proposals will be evaluated and ranked based on the information submitted in the proposals according to the evaluation criteria. The City of Appleton is intending to identify a Consultant with the following attributes:

1. Compliance with, and satisfaction of the requirements of this RFP.
2. Qualified and experienced team members who have designed and successfully implemented similar projects.
3. A demonstrated ability to provide a variety of functional and flexible designs through creative use of community engagement, resources and project team input.
4. A demonstrated ability to work with municipalities, elected officials and involve the general public on similar type projects.
5. A demonstrated ability to assemble a comprehensive and well-coordinated set of project documents.
6. A demonstrated ability to effectively coordinate and complete all tasks described above.
7. A demonstrated ability to produce accurate cost estimates and effective cost control.
8. A demonstrated ability to provide effective and timely administration of project deliverables.
9. A demonstrated ability to provide effective design cost control.

Project fees will be evaluated separately after ratings of the proposals are completed. Weighing of the project fee will be subjective; however, lowest cost does not assure selection. The City of Appleton reserves the right to select any Consultant it believes to be in its best interest and to negotiate fees or to reject any or all proposals at its sole discretion. The proposals will require an estimated ten (10) working days for evaluation.

The Steering Committee may request that consultant firms schedule trips for the Steering Committee to view relevant projects. If the Steering Committee deems interviews are required, they will be held approximately two weeks after the proposals are received. The Steering Committee will make a recommendation to the City of Appleton Community and Economic Development Committee and the Finance Committee, who will recommend the award of the contract to the Common Council. These officials have the right to terminate the project or to change the contract or budget, subject to subsequent agreement by the proposed Consultant.

The City of Appleton will not be liable for any costs incidental to the preparation of the Request for Proposals, presentations, or interviews relating to the selection process.

Public Information

Proposals will be treated as proprietary and confidential from the time of receipt and through the review process; however, the Consultant shall understand that all submitted proposals become the property of the City of Appleton and information included therein or attached thereto shall become public record pursuant to Wisconsin Statute after recommendation for endorsement of contract is made. Any specific portions of the proposal which the Consultant desires to remain confidential due to legitimate "proprietary information" or "trade secret" must be clearly labeled as such upon submittal. Any such designations as "proprietary information" or "trade secret" must be strictly limited by the Consultant with the understanding that the Wisconsin Public Records Law supports a presumption of disclosure.

Moreover, Consultant agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from against any and all liability, loss, damage expense, costs (including attorney fees) arising out of the release or non-release of all or part of Consultant's submitted proposal in response to a request for said information pursuant to Wisconsin's Public Records Law.

TIMETABLE

- Issue RFP – TBD
- Submit questions by – TBD
- Receive answers by – TBD
- Request for Proposal Deadline – TBD
- RFP Review Begins – TBD
- In-Person Interviews Anticipated to Begin – TBD
- CED Committee Approval – TBD
- Finance Committee Approval – TBD
- City Council Approval – TBD

INSURANCE

Provider shall furnish required certificate of insurance specified below for small exposure work and is attached to this document. The certificate shall name the CITY; its officers and employees, as additional insured.

CITY OF APPLETON INSURANCE REQUIREMENTS “PROFESSIONAL SERVICES”

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage insurance and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. Proof of the required insurance must be submitted to the applicable City of Appleton department before the contract or purchase order is considered for approval by the City of Appleton. All insurance must be in full force and effect prior to commencing work and must remain in full force and effect for the longer of the following: (a) until the entire job is completed, (b) for the length of time that is specified in the contract, or (c) as listed below.

PROFESSIONAL LIABILITY

- A. Liability limits:
 - (1) \$1,000,000 - Each claim, and
 - (2) \$1,000,000 - Annual aggregate.
- B. Must continue coverage for two (2) years after final acceptance of service/job.

GENERAL LIABILITY COVERAGE

- C. Commercial General Liability limits:
 - (1) \$1,000,000 - Each occurrence limit,
 - (2) \$1,000,000 - Personal Liability and Advertising Injury,
 - (3) \$2,000,000 - General aggregate, and
 - (4) \$2,000,000 - Products-Completed Operations aggregate, which must be carried for two (2) years after the acceptance of the completed work.
- D. Claims made form of coverage is not acceptable.

- E. Insurance must include:
- (1) Premises and Operations liability,
 - (2) Contractual liability,
 - (3) Personal Injury,
 - (4) Explosion, Collapse and Underground coverage, and
 - (5) The general aggregate must apply separately to this project/location.

BUSINESS AUTOMOBILE LIABILITY

- A. Liability limits:
- (1) \$1,000,000 - Combined single limit for Bodily Injury and Property Damage for each accident.
- B. Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned and hired automobile liability.

WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY – If required by Wisconsin State Statute or any workers’ compensation statute of a different State.

- A. Liability limits:
- (1) \$100,000 - Each accident,
 - (2) \$500,000 - Disease Policy limit, and
 - (3) \$100,000 - Disease, for each employee.

UMBRELLA LIABILITY – If exposure exists, provide coverage at least as broad as the underlying General Liability, Business Automatable Liability, Workers’ Compensation and Employer’s Liability, with a minimum limit of \$5,000,000 for each occurrence and \$5,000,000 aggregate, and a maximum self-insured retention of \$10,000.

ADDITIONAL REQUIREMENTS

- B. Primary and Non-Contributory Requirement – All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.
- C. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- D. Additional Insured Requirements – The following must be named as additional insured on all Liability Policies for liability arising out of project work: “City of Appleton, and its officers, council members, agents, employees and authorized volunteers.” On the Commercial General Liability Policy, the additional insured coverage must be on ISO Form CG 20 10 07 04 and also include Products–Completed Operations equivalent to ISO Form CG 20 37 07 04 or their equivalents for a minimum of two (2) years after acceptance of work. This does not apply to Workers Compensation Policies.
- E. Certificates of Insurance – Certificates of Insurance must be acceptable to the City of Appleton and must be submitted prior to commencement of the work to the applicable department. In addition, ISO Form CG 20 10 07 04, for ongoing work exposure, and ISO Form CG 20 37 07 04, for products-completed operations exposure, or their equivalents, must be provided to the City. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City.

EXHIBITS

The following Exhibits are attached.

Exhibit A – Current Brand Guide

Exhibit B – 2021 Communications Plan

Exhibit C – Various Graphic Representations Currently in Use

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

DRAFT

#5-R-21

Political Signs on City-Owned Property

Date: April 7, 2021

Submitted By: Alderperson Lobner – District 13

Referred To: Finance Committee

WHEREAS municipal governments are responsible for administering local elections and must remain neutral in that process.

AND WHEREAS political signs posted on municipal property may create the impression that the municipality is not neutral in the election process.

THEREFORE BE IT RESOLVED that political signs shall not be posted on any city-owned property, including property leased from the city.



LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

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TO: Members of the Finance Committee

FROM: Christopher R. Behrens, City Attorney

DATE: June 2, 2021

RE: Resolution #5-R-21/Lobner
Our File No. A21-0310

On April 7, 2021 former alderperson Kyle Lobner submitted Resolution # 5-R-21 that stated in part:

Therefore be it resolved that political signs shall not be posted on any City-owned property, including property leased from the City.

Addressing the first part of the above directive, any unauthorized sign, regardless of its content, that is posted on City property is subject to automatic removal.

The second part of the above extends this prohibition of political signs displayed on property leased from the City. In most cases, the government is very limited with regard to regulating the content of signs displayed pursuant to the First Amendment. This is an area of law that is constantly evolving, and currently, it appears that such restrictions may be permissible as long as they are contractual in nature, i.e., within a lease, where both parties agree to the condition. There are a limited number of properties presently under lease from the City with the terms of those leases expiring at different times including the following:

Basil's (Patio)

Expires: 12/31/2022

Appleton Yacht Club

Expires: 1/31/2023, automatically renewing every 5 years thereafter

Supple Group (Heritage Park)

Expires: 10/2025

USA Youth

Expires: 4/30/2026, automatically renewing for 15 years

Appleton Family Ice Center

Expires: 6/30/2038

The most appropriate time to negotiate the addition of terms and restrictions with regard to posting signs for any existing leases is at the time of renewal. In addition, it will be necessary to conduct a legal analysis each time to ensure that such a provision is still legally permissible. Accordingly, if the Finance Committee, and ultimately Common Council, wish to approve and carry out the intent of this resolution, I respectfully that the following be approved:

That upon negotiating or renegotiating lease of City-owned land, the City Attorney's Office shall endeavor to incorporate language limiting the posting of political signs by the tenant subject to any legal limitations, court decisions and the like in place at the time. A political sign shall be considered a sign erected for the purpose of soliciting support for, or opposition to, a candidate or a political party or relating to a referendum question in an election held under the laws of this state.

If you have any questions or concerns, please do not hesitate to contact our office.

CRB;jlg

**CITY OF APPLETON, WI
POLICY FOR SPECIAL ASSESSMENTS 2022**

I. STREET CONSTRUCTION AND RECONSTRUCTION

Adopted:

A. General Information

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

* See Calculation Guidelines

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

ASPHALT PAVEMENT (Not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion
	Max. Width	33'	33'	33'	33'	49'	49'
	Max. Thickness	3"	3"	3"	3"	6"	6"
	Assessed at (%)	25%	0%	25%	0%	25%	0%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
Base Assessment Rate	Calculated on an individual street basis using actual bid prices						

(Y=Assessed N=Not Assessed)				
Construction Items	Asphalt following G&G	Rural to Urban Conversion	Asphalt Reconstruct / Overlay	Direct Assessments (in addition to Base Rate)
Administrative Fees	Y	Y	N	-
Property Owner Notification	Y	Y	N	-
Asphalt Pavement	Y	Y	N	-
Milling	N	Y	N	-
Sawcutting	N	Y	N	-
Curb & Gutter (New/repair)	N	Y	N	-
Fine Grading	Y	Y	N	-
Seed & Mulch/Sod	N	Y	N	-
Terrace Restoration	N	Y	N	-
Concrete Driveway Apron	N	N *	N *	per bid price
Asphalt (miscellaneous)	N	N	N	-
Geotextile Fabric	N	N	N	-
Stone Base	N	N	N	-
Trees	N	N	N	-
Unclassified Excavation	N	N	N	-
Erosion Control	N	N	N	-
Adjust MH/Inlet Tops	N	N	N	-
Curb Thimbles	N	N	N	-
Drill-in Tie Bars/Dowels	N	N	N	-
Driveway Closure	N	N	N	-
Inlet Leads	N	N	N	-
Maintenance Hole / Inlet Reconstruction	N	N	N	-
Maintenance Hole/Inlet Castings	N	N	N	-
MH Chimney Seals	N	N	N	-
Pavement Marking	N	N	N	-
Removal - Asphalt	N	N	N	-
Removal - C&G	N	N	N	-
Removal - Concrete	N	N	N	-
Removal - DW Aprons (Conc. & Asp.)	N	N	N	-
Removal - Sidewalk	N	N	N	-
Repair work from permits	N	N	N	-
Repair work from Utility Projects	N	N	N	-
Traffic Signals	N	N	N	-

* See Calculation Guidelines

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

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

* See Calculation Guidelines

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

B. Calculation Guidelines – Street Construction and Reconstruction

1. Assessments will be levied according to the front foot dimensions of abutting property except as noted.
2. The assessment rate will be the portion (%) of assessable construction costs in accordance with the charts above. Assessments will be reduced proportionately for pavements constructed less than the maximum widths.
3. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, churches and private schools and other exempt properties will be assessed 100% of the “all other zoning” assessment rate regardless of the zoning. (BPW 2/2/94) All county, state and federal governments will be exempt from assessment charges. (City Attorney 1/23/14)

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

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

8. The cost of the initial asphalt surface application on a new subdivision gravel street will be billed at the time of official street opening.
9. All asphalt maintenance exclusive of the initial application will be done as general maintenance and at no cost to the abutting property.
10. Assessments for asphalt pavements that are constructed without curb and gutter (City standard) will be calculated by dividing total project cost by assessable frontage.
11. Assessments for trees will be included with paving assessments.
12. If one person owns an entire block as one parcel and the block is zoned R-1 or R-2, the shortest side shall be assessed in full. The remaining sides shall receive up to a 120' discount.
13. On paving projects where there are other contributing sources of funding such as federal, state, or from other units of government, the City rates will be applied. If projected revenue (using the City rates) exceeds the City's share of project costs, then assessment rates will be reduced proportionately so that revenue equals City share of project cost. "City share" of project cost will include, in addition to normal construction costs, items such as right-of-way acquisition, relocation costs, consultant cost, all Department of Transportation administrative and review costs, and any other fees charged by the other participating units of government.
(BPW 1/7/97)
14. When the long side of a corner lot falls on the "bulb" or "mouse ear", the assessment shall be calculated as follows:
 - a. Determine a rate per foot by dividing the lump sum per lot charge by the actual footage of the long side.
 - b. The first 120 feet will be charged 25% of the rate calculated in "a" above. The balance of the frontage will be assessed at 100% of the rate calculated in "a" above. (BPW 1/21/98)

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

II. SIDEWALKS

A. General Information

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

* See Calculation Guidelines

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

B. Calculation Guidelines - Sidewalks

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

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

III. SANITARY SEWER

A. General Information

SANITARY SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	12"	12"	12"	12"	12"	12"
	Max. Depth	16'	16'	16'	16'	16'	16'
	% Assessed (Main/Laterals)	33%/50%	0%/50%	33%/50%	0%/50%	33%/50%	0%/50%
	Multiple Frontage Reduction	Yes*	N/A	Yes*	N/A	Yes*	N/A
	Current (33% main) Rate	Actual Cost	N/A	Actual Cost	N/A	Actual Cost	N/A
(Y=Assessed N =Not Assessed) Construction Items		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Sanitary area assessment		Y		N		-	
Sanitary Sewer Main		Y		N		-	
Sanitary Maintenance Holes		Y		N		-	
Drop Maintenance Holes		Y		N		-	
Maintenance Hole Castings		Y		N		-	
Sanitary Laterals (50% Rate)		Y		Y		4" and 6"= \$52.00 >6" = Actual Cost	
Private Lateral Televising		N		N		-	
Lateral Connections		Y		N		-	
Pipe Bedding		Y		N		-	
Pipe Backfill Material		Y		N		-	
Terrace Restoration		Y		N		-	
Seed & Mulch		Y		N		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		N		N		-	

* See Calculation Guidelines

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

B. Calculation Guidelines – Sanitary Sewer

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

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

IV. SANITARY SEWER LATERALS

A. General Definition

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

B. Calculation Guidelines

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

V. **STORMWATER FACILITIES**

A. General Information

STORM SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning**	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	-	-	-	-	15"	15"
	Max. Depth	-	-	-	-	10'	10'
	% Assessed (Main/Laterals)	0%/ 0% ⁺	0%/ 0% ⁺	0%/ 0% ⁺	0%/ 0% ⁺	33%/50%	33%/50%
	Corner Lot Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Current Rate	Actual Cost	\$36.00	Actual Cost	\$36.00	Actual Cost	\$36.00
(Y=Assessed N =Not Assessed)							
Construction Items		New	Reconstruction	Individual Rates (if not included in current Rate above)			
Administrative Fees		Y	Y	-			
Property Owner Notification		Y	Y	-			
Regional Stormwater Facilities (built prior to 1/1/02)		Y	Y	See rates Pg. 21			
Regional Stormwater Facilities (built between 1/1/02 and 3/1/06)		Y	Y	See rates Pg. 21			
Regional Stormwater Facilities (built after 3/1/06)		N	N	-			
Local Water Quality Practices		N	N	-			
Storm Sewer Main		Y	Y	-			
Storm Maintenance Holes		Y	Y	-			
Inlets		Y	Y	-			
Inlet Leads		Y	Y	-			
Drop Maintenance Holes		Y	Y	-			
Maintenance Hole Castings		Y	Y	-			
Storm Laterals		Y	Y	6" = \$31.00 \$33.00 8" = \$37.00 \$44.00 10" = \$40.00 \$47.00 12" = \$43.00 \$51.00 Greater than 12" actual cost			
Lateral Connections		N	N	-			
Pipe Bedding		Y	Y	-			
Pipe Backfill Material		Y	Y	-			
Terrace Restoration		Y	Y	-			
Seed & Mulch		Y	Y	-			
Pavement Restoration		N	N	-			
Sawcutting		N	N	-			
Asphalt removal		N	N	-			
Concrete Removal		N	N	-			
Sidewalk Removal		N	N	-			
Erosion Control		N	N	-			

* See Calculation Guidelines

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

⁺ See Section V.B.3.b. for exceptions

B. Calculation Guidelines – Stormwater Facilities

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

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

VI. STORM SEWER LATERALS

A. General Information

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

B. Calculation Guidelines

- 1. Assessments for laterals will be based on the unit cost per foot as indicated in the chart in section V.A applied to the length of the lateral between the storm sewer and the property line. The length of lateral assessed shall not exceed ½ the street right-of-way width.
- 2. Assessments for laterals within cul-de-sacs will be based on the actual length of lateral installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- 3. The cost of installing new laterals to properties zoned R-1 or R-2 will be borne by the Stormwater Utility unless the property was annexed after January 1, 1999.
- 4. Assessments for laterals connected to sewers within easements will be based on actual length of lateral installed, but not to exceed ½ the right-of-way width of the street for which the property is addressed.

VII. WATERMANS AND SERVICES

A. General Information

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

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

* See Calculation Guidelines

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

B. Calculation Guidelines – Water Mains and Services

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

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

easement length will be considered as “frontage” for purposes of calculating multiple-frontage reductions (see 7a. above).

- g. Assessments for water services will be based on the unit cost per foot as indicated in the chart in section VII.A applied to the length of the service between the main and the property line. The length of water service assessed shall not exceed $\frac{1}{2}$ the street right-of-way width.
- h. Assessments for water services within cul-de-sacs will be based on the actual length of service installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- i. Assessments for laterals connected to watermain within easements will be based on actual length of lateral installed, but not to exceed $\frac{1}{2}$ the right-of-way width of the street for which the property is addressed.

VIII. STREET LIGHTING

A. Calculation Guidelines

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

B. Assessment Exceptions:

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

IX. NEW SUBDIVISIONS

A. General Information

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

* See Calculation Guidelines

⁺ See Section IX.B.2 for exceptions

B. Calculation Guidelines – New subdivisions

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

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

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

X. SPECIAL CHARGES

A. General definition

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

XI. METHOD OF PAYMENT

A. General Definition

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

XII. APPEAL PROCESS

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

XIII. MISCELLANEOUS

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

XIV. REFERENCED ITEMS

1/17/83 Street and Sanitation Committee #3

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

7/06/83 Street and Sanitation Committee #6

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

3/03/93 Street and Sanitation Committee #10

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

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

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

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

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

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

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

1/17/96 Board of Public Works – This was adopted with the assessment policy.
Sidewalks B.2 – The assessment rate for reconstruction of sidewalks will be 125% of the rate of new sidewalks.

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

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

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

XV. SPECIAL ASSESSMENT RATES

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

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

SE Basin	75% of cost	\$173.25
AAL Basin	75% of cost	\$430.20
Meade Pond		\$797.04
Holland Pond		\$345.78
Ashbury Pond		\$593.76
Mud Creek South Pond		\$815.00 (2002 basin rate)
Cost for 2003 basins		\$860.00

Southpoint Commerce Park Pond North (K2a), Plank Road West

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

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

Sheet No. 1 of 1
Schedule No. Cz-1
Amendment No. 64

RATE FILE
Public Service Commission of Wisconsin
Appleton Water Department

WATER LATERAL INSTALLATION CHARGE

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

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

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

Billing: Same as Schedule Mg-1.

EFFECTIVE: December 30, 2010
PSCW AUTHORIZATION: 190-WR-112



APPLETON PUBLIC LIBRARY
225 North Oneida Street
Appleton, WI 54911-4780
(920) 832-6170 | FAX: (920) 832-6182

TO: Members of the Appleton Public Library Board of Trustees
FROM: Colleen Rortvedt, Library Director
DATE: TBD
RE: Proposal to eliminate overdue fines for Appleton Public Library materials

I am proposing that the Appleton Public Library (APL) stop collecting fines on overdue materials. Should this proposal be approved:

- APL will stop assessing fines on late materials.
- Staff will clear existing fines on patron accounts.
- There will be the following exceptions:
 - We cannot waive billed items, or some select fines incurred at other libraries.
 - We cannot waive bills for lost or damaged items so there will still be an incentive to return materials in good condition.

Library overdue fines are generally \$.10 per day/per item. Each item can accumulate up to \$5.00 in fines and patrons are blocked from checking out materials after accumulating \$5.00 or more in fines. The library's fine revenue has declined over the past decade for several reasons. In 2021 the projected fine budget is \$30,000 however the library has not been collecting overdue fines during the pandemic and expect to not achieve this revenue even if we would reinstate fines.

Overdue fines have a long history and communities that consider going fine free tend to have similar questions about the cost/benefit relationship to overdue fines. Below I will address the most commonly asked questions.

1. If we get rid of fines, won't materials come back more slowly or never come back?

There is a lack of data to support this fear. Research and experience from fine-free libraries show that libraries that have gone fine-free are experiencing either the same return rates, or improved return rates because patrons do not have to have the embarrassing conversation with staff about fines.

Some libraries have experienced an increase in circulation since patrons are no longer worried about checking out books out of fear of getting a fine. This can be an especially empowering to children, teens people who have lower incomes or fixed incomes. Chicago Public Library experienced a 240% increase in returned books when they eliminated fines in September 2019.

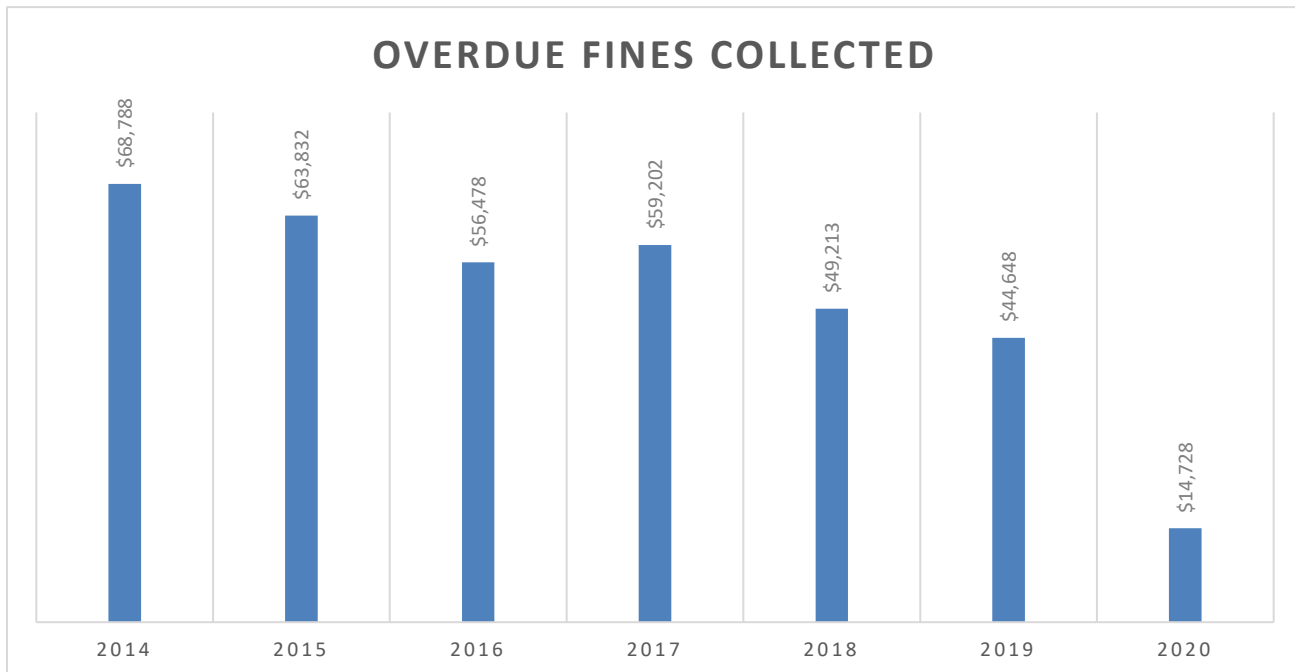
It is important to remember that the library is not going to stop billing patrons for long overdue, damaged or never returned items. Eliminating library fines is different from billing. There will still be due dates and timelines for initiating the billing and collection process.

2. Don't fines help fund the library?

The simple answer is that overdue fines have a very small impact on the library's operational budget. They are not sustainable or a reliable source of revenue.

The technical answer is that overdue fines are part of the city's general revenue and help offset our city's expenses including the operational cost of APL. APL's 2021 operating budget is \$4.7 million. Our overdue fine revenue budget is \$30,000.

Overdue fine revenue has been in decline for many years and reasons. This decline is a good thing. Today's automated systems provide convenient ways (email, text notification, online renewal, etc...) to help patrons avoid becoming overdue. Below is APL's recent fine revenue:



Notes:

2016/2017 – This increase resulted from starting to work with a collection agency in April 2016 for patrons who owe more than \$50. This tends to be for billed materials but at the time of initiating this, we experienced a temporary bump in fine revenue.

2020 – We initially suspended fines due to multiple complex public health reasons including the impact that quarantining had on our ability to have accurate return dates. In addition, we had an inability to collect overdue fines during periods where the building was closed to the public. Patrons have been grateful as many of them are experiencing economic hardships and this holiday from fines has allowed them to continue to access resources throughout the pandemic.

Fines are also a source of staff time that could be spent in better ways serving the public. The library's priority is to continue to offer a high-quality collection to the community. Every item we have has been purchased, labeled and cataloged so our priority is maintaining these items. Collection maintenance takes time, and the best-case scenario is that we can maintain these items as long as they are relevant, in demand and in good condition. Ordering replacements is less efficient and requires redundant efforts to reacquire materials. It results in delays in getting items into the next patron's hands while we wait for replacement items and creates backlogs of processing for new materials.

3. Shouldn't fines instill personal responsibility?

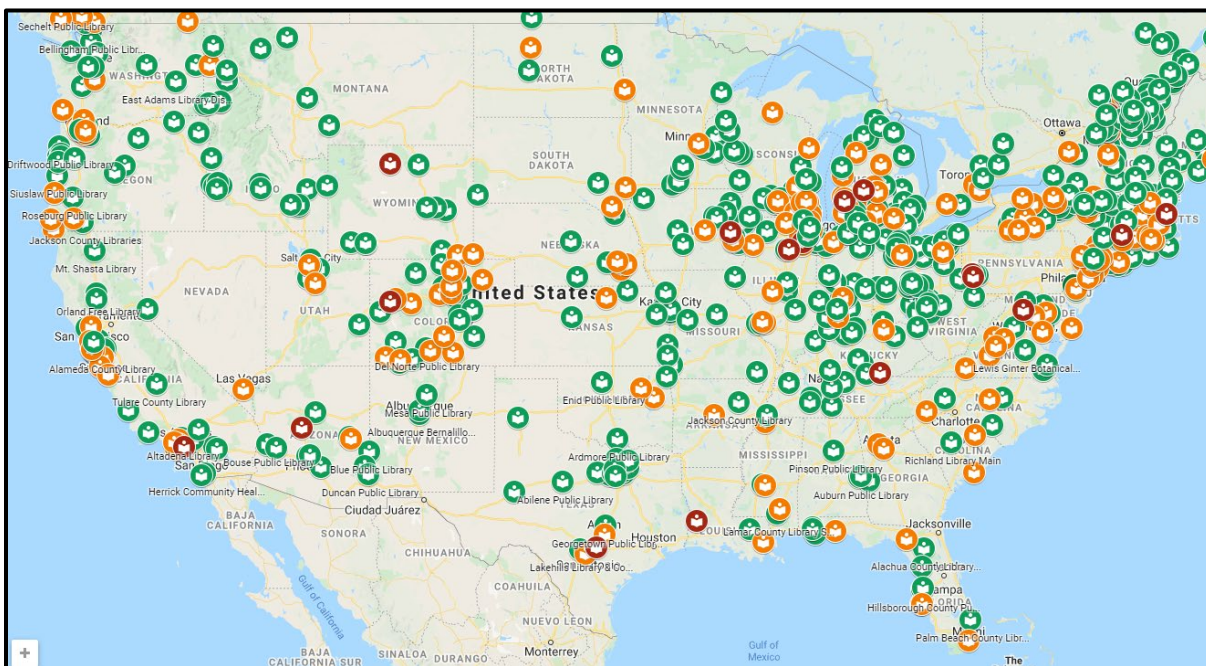
This is an interesting debate and there are people who think it is the library's job to teach this kind of personal and moral responsibility. Overdue fines were instituted at a time when libraries perceived that one of their roles was to instill personal and moral responsibility and fines were thought to be an incentive to the timely return of materials. Regardless of where people fall on this belief system, if overdue fines served as an effective deterrent, we would not collect any fines.

Patrons keep materials past the due date for a myriad of reasons. We are all human beings and juggle a lot of priorities and sometimes something other than getting to the library takes priority.

The effectiveness of overdue fines in instilling personal and moral responsibility has never been the outcome and consequences are ultimately in place as bills will still be assessed to ensure materials return.

4. Is this a trend?

This is a national long-term movement. Libraries across the country have been going fine free for years. Some have never charged fines. In recent years it has gained momentum. We have not identified any library in the nation that has returned to charging fines after going fine free and most regret not doing it sooner.



-  **Fine Free Libraries**
-  **Partially Fine Free**
-  **In Process of Going Fine Free**

Locally the following libraries are already fine-free:

- Kaukauna
- Menasha
- Little Chute

- Oshkosh

All local library administrations have expressed a desire to become fine-free or are actively pursuing it.

This is not about jumping on the bandwagon of a trend. Since we are in shared automated systems it is only a matter of time that the libraries that do not become fine-free will be at a disadvantage and may lose patrons.

APL staff began researching this issue in 2019 and began educating the library board on the issue. We have read research, interviewed fine-free libraries and evaluated our patron data regarding fines to understand the issue.

5. What does it matter? Who is it hurting to collect overdue fines?

APL's organizational values are as follows:

- Welcoming - Everyone belongs here
- Literacy - The City of Appleton is the city of literacy and learning
- Community - The library is essential to every person and organization achieving their goals
- Access - The library is accessible physically, culturally and intellectually

A core intent of public libraries is to provide equitable service to everyone in the community. Overdue fines conflict with this philosophy and the data shows that children are disproportionately disadvantaged by fines and that fines drive patrons away.

11.65% of the library's patron database is blocked from checking out materials due to fines. Concerningly, 16.47% of juvenile patrons are blocked showing that there is a disproportionate impact on children. Of those that are blocked for fines, they owe an average of \$15.20 for materials that have been returned to the library. These patrons have expired cards that were last used on average in 2014 showing that most of these patrons gave up using the library because of their fines.

Overdue fines impact those who can least afford them including individuals that are low-income or children. Both populations have unique challenges in getting materials back to the library on a specific date such as juggling jobs, family needs, no transportation and unstable housing. Many patrons have expressed relief during the pandemic that we did not charge fines.

Conclusion

To summarize, overdue fines:

- are cumbersome to collect for a nominal return
- are not an incentive to return materials and may be a disincentive to getting them back
- require staff to spend time on fine-related responsibilities rather than providing direct service to the public
- result in negative interactions with patrons
- create stigma for patrons who may not want to have a conversation about the titles for which they are being fined so they stop checking out materials
- serve as an economic barrier to information access for those who can least afford fines such as those who are unemployed, low income, or children

Eliminating fines will represent a loss of \$30,000 of budgeted revenue to the City's General Fund. In recent years we have not met our budgeted fine projection. In consultation with the City's Finance Director, to offset the reduction in

revenue the library will provide a four-year transition period shifting a portion of Lost and Paid funds to the City's general fund.

- 2021: will be offset by decreased expenses due to the pandemic
- 2022: \$25,000
- 2023: \$15,000
- 2024: \$5,000

Should this be approved, the Library's Financial Policy will be updated to reflect this variance until the four-year transition period is completed.

I propose that the Appleton Public Library eliminates the collection of fines, clears existing fines on patron accounts and welcome everyone back to the library with a clean slate and fresh start.



APPLETON PUBLIC LIBRARY
225 North Oneida Street
Appleton, WI 54911-4780
(920) 832-6170 | FAX: (920) 832-6182

TO: Members of the City of Appleton City Council Finance Committee

FROM: Colleen Rortvedt, Library Director

DATE: June 16, 2021

RE: Elimination of overdue fines for Appleton Public Library materials

At the June 15, 2021 meeting, the Appleton Public Library Board of Trustees approved the attached proposal to eliminate overdue fines.

In consultation with the City's Finance Director, to offset the reduction in revenue to the City's General Fund, we have developed a four-year transition period shifting a portion of Lost and Paid funds to the City's General Fund based on the following schedule:

- 2021: will be offset by decreased expenses due to the pandemic
- 2022: \$25,000
- 2023: \$15,000
- 2024: \$5,000

Please let me know if you have any questions.