



# City of Appleton

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

## Meeting Agenda - Final Finance Committee

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Monday, July 8, 2024

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[24-0895](#) 06/24/24 Finance Committee minutes

**Attachments:** [Meeting Minutes 062424.pdf](#)

5. **Public Hearing/Appealances**

[24-0886](#) Leah Lasecki, CPA with CliftonLarsenAllen, LLP - Presentation of the 2023 Audit and Executive Summary

6. **Action Items**

[24-0887](#) Request to approve Transportation Project Plat and Relocation Order for the Olde Oneida Street Bridge over South Mill Race Project.

**Attachments:** [49840121\\_TPP\\_6.25.24\\_signed.pdf](#)

[24-0900](#) Request to approve **AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY** needed for the City to be reimbursed by WisDOT for relocating water main in conjunction with the 2025 I-41/Ballard Road interchange reconstruction project.

**Attachments:** [DT1541\\_CoA\\_WATR\\_1130-65-76\\_1130-65-41.pdf](#)

[24-0889](#) Request to approve the following 2024 Budget amendment:

**Public Works Capital Project Fund**

Public Safety Camera Program	+ \$110,904
Fund Balance Applied	+ \$110,904

To fund Public Safety Camera project costs.

**Attachments:** [Public Safety Camera Budget Amendment.pdf](#)

[24-0898](#) Request to award the City of Appleton's 2024 Park Pavilions Roof Replacement Project contract to Schulze Exteriors, LLC in the amount of \$45,775 with a 15% contingency of \$7,000 for a project total not to exceed \$52,775.

**Attachments:** [2024 Parks Pavilion Roof Replacement.pdf](#)

## 7. Information Items

[24-0884](#) The following 2024 Budget adjustments were approved by the Finance Director in accordance with Policy:

### **General Fund - Library**

Childrens - Other Reimbursement	+\$200
Childrens - Office Supplies	+\$200

To record PBS Kids Stipend

### **Library Grants**

Reach Out and Read - Other Reimbursements	+\$419
Library Grants - Books & Library Materials	+\$419

To record United Way Reach Out and Read Funding

[24-0885](#) Contract 160-23 was awarded to Rohde Brothers for \$177,700 with a contingency of \$40,014 for Water Air Compressor. Change orders were approved totaling \$1,256. Final contract amount is \$178,956. Payments issued to date total \$171,949. Request final payment of \$7,007.00.

[24-0890](#) Contract 60-21 was awarded to Van Ert Electric Company, Inc. for \$2,130,000 with a contingency of \$148,074.60 for WW Substation Upgrade, Phase 4. Change orders were approved totaling \$64,925.40. Final contract amount is \$2,194,925.40. Payments issued to date total \$2,085,179.13. Request final payment of \$109,746.27.

## 8. 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.*



# City of Appleton

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

## Meeting Minutes Finance Committee

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Monday, June 24, 2024

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

**Meeting called to order at 6:04pm**

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

4. Approval of minutes from previous meeting

[24-0841](#)

06/10/24 Finance Committee minutes

**Attachments:** [Meeting\\_Minutes061024.pdf](#)

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

**Aye:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

5. **Public Hearing/Appearances**

6. **Action Items**

[24-0842](#)

Request to approve the 2025 Special Assessment Policy

**Attachments:** [2025 Assessment Policy Finance Memo 06-24-2024.pdf](#)  
[2025 Assessment Policy - 7-17-24.pdf](#)

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

**Aye:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

[24-0844](#)

Request to award AWWTP Phase II Belt Filter Press Equipment Upgrades Project Base Bid with Alternate Bid to Staab Construction in the amount of \$4,627,000 with 4.65% contingency of \$215,119 for a project total not to exceed \$4,842,119.

**Attachments:** [Phase 2 BFP Equip Upgrades Project Bid Award Staab.pdf](#)

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

**Aye:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

[24-0845](#)

Request to approve Change Order #8 to Staab Construction contract as part of the AWWTP Phase I Belt Filter Press Equipment Upgrades Project totaling \$66,293 resulting in a decrease in contingency from \$675,538 to \$609,245.

**Attachments:** [Change Order 8 Staab.pdf](#)

Fenton moved, seconded by Van Zeeland, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

**Aye:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

## 7. Information Items

[24-0843](#)

The following 2024 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

**General Fund - Park Maintenance**

Donations & Memorials	+ \$5,206.38
Grounds Repair & Maintenance	+ \$5,206.38

to record donation for memorial bench costs in parks

**This item was presented**

[24-0846](#)

Change Orders #17 and #18 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$15,343.87, resulting in a decrease in contingency from \$516,626.58 to \$501,282.71

**Attachments:** [SSB Addition Miron Change Orders No17-18.pdf](#)

**This item was presented**

[24-0847](#)

Change Orders #1 and #2 to Rhode Brothers contract as part of the AWTF Compressed Air System Improvements Project totaling \$1,256, resulting in a decrease in contingency from \$17,700 to \$16,444.

**Attachments:** [AWTF CompressAir\\_Change Orders No1-2.pdf](#)

This item was presented

8. Adjournment

**Fenton moved, seconded by Hartzheim, that this meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

**TRANSPORTATION PROJECT PLAT NO: 4984-01-21 -4.01**

PART OF THE GOVERNMENT LOT 2 OF SECTION 35, T.21N-R.17.E. CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

RELOCATION ORDER: OLDE ONEIDA ST. BRIDGE P-44-723 OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF APPLETON DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT. TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3), 84.09, AND 84.30, WISCONSIN STATUTES, THE CITY OF APPLETON HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF APPLETON, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 4987-01-21

**NOTES:**

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OUTAGAMIE COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLE)S ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT OR AS AGREED UPON IN WRITING, FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

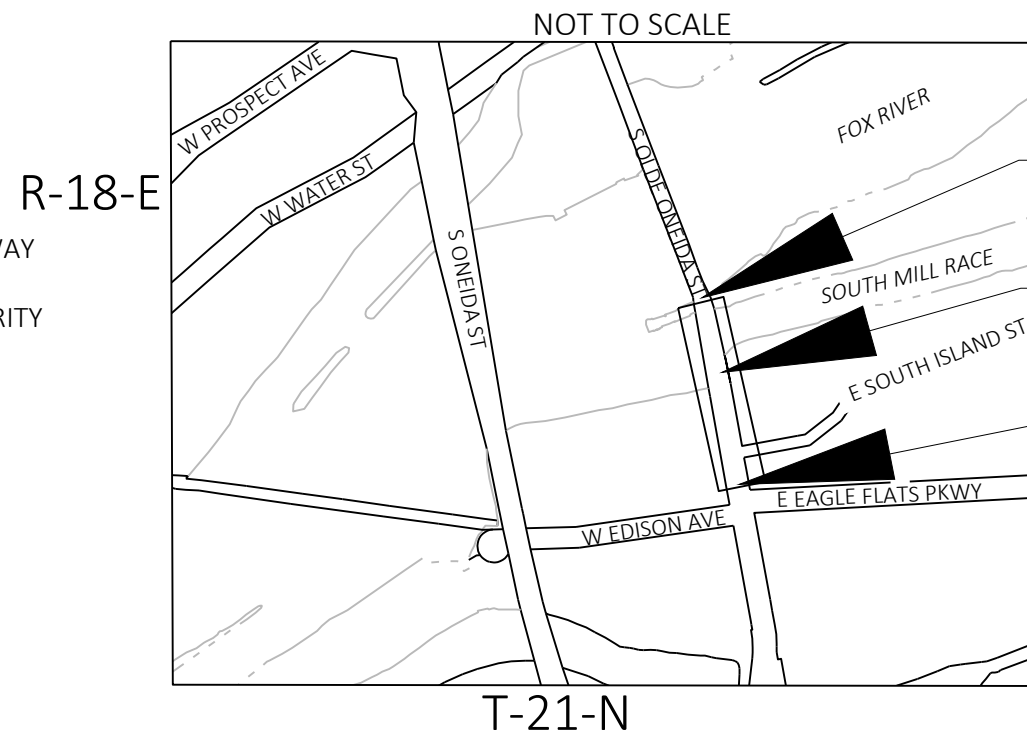
PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF APPLETON

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

**LOCATION MAP**



**END PROJECT**  
STA 22+43  
**STRUCTURE**  
P-44-0723  
**BEGIN**  
**PROJECT**  
STA 17+33

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 4984-01-21-4.01  
AMENDMENT NO: \_\_\_\_\_

**CONVENTIONAL SYMBOLS AND ABBREVIATIONS**

STATE, COUNTY, or TOWN LINE	---	ACCESS POINT/ DRIVEWAY CONNECTION	AP
SECTION LINE	-  -  -	ACCESS RIGHTS	AR
QUARTER LINE	-  -  -	ACRES	AC
SIXTEENTH LINE	-  -  -	AND OTHERS	ET AL
PROPOSED REFERENCE LINE	---	CENTERLINE	C/L
PROPOSED R/W LINE	---	CERTIFIED SURVEY MAP	CSM
EXISTING R/W OR HE LINE	---	DOCUMENT	DOC
PROPERTY LINE	---	HIGHWAY EASEMENT	HE
EASEMENT LINE	---	LAND CONTRACT	LC
CORPORATE LIMITS	---	MONUMENT	MON
EXISTING CENTERLINE	---	PAGE	P
LOT & TIE LINES	---	PERMANENT LIMITED EASEMENT	PLE
UNDERGROUND FACILITY (TELEPHONE, GAS, ELECTRIC, CABLE TV, FIBER OPTIC)	---	PROPERTY LINE	PL
ACCESS RESTRICTED (BY PREVIOUS ACQUISITION/CONTROL)	---	RECORDED AS (100')	R/L
ACCESS RESTRICTED (BY ACQUISITION)	---	REFERENCE LINE	R/L
ACCESS RESTRICTED (BY STATUTORY AUTHORITY)	---	REMAINING	REM
FEE (HATCH VARIES)	---	RIGHT-OF-WAY	R/W
TEMPORARY LIMITED EASEMENT	---	SECTION	SEC
PERMANENT LIMITED EASEMENT	---	SQUARE FEET	SF
PARCEL NUMBER	---	STATION	STA
UTILITY NUMBER	---	TEMPORARY LIMITED EASEMENT	TLE
OFF-PREMISE SIGN BUILDING	---	VOLUME	V
FOUND IRON PIPE/PIN (1-INCH UNLESS NOTED)	---	<b>CURVE DATA</b>	
R/W MONUMENT	---	LONG CHORD	LCH
R/W STANDARD	---	LONG CHORD BEARING	LCB
SIGN	---	RADIUS	R
SECTION CORNER SYMBOL	---	DEGREE OF CURVE	D
		CENTRAL ANGLE OR DELTA	Δ/DELTA
		LENGTH OF CURVE	L
		TANGENT	T
		NON COMPENSABLE	NON COMPENSABLE
		COMPENSABLE	COMPENSABLE
		POWER POLE	⊕
		TELEPHONE POLE	⊙
		TELEPHONE PEDESTAL	⊗

**CONVENTIONAL UTILITY SYMBOLS**

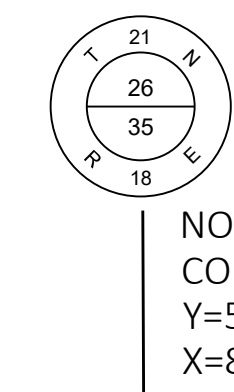
WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---

**SCHEDULE OF LANDS & INTERESTS REQUIRED**

PARCEL NUMBER	PARCEL OWNER(S)	PARCEL REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	PLE	TOTAL	
1	FAHRENKRUG LAW LLC	TLE	-	-	-	1822
2	WOOLEN MILLS LOFTS LLC	FEE, TLE	479	-	479	2516
3	FOX RIVER PAPER CO LLC	PLE, TLE	-	218	218	272
4	FOX RIVER PAPER CO LLC	TLE	-	-	-	389
5	OLDE ONEIDA LLC	FEE, TLE	134	-	134	432

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

1/4 SECT. LINE S 0°15'48"E, 2606.98'  
951.65'  
1,655.33'



CENTER #42117352020  
COMPUTED FROM TIES  
Y=558385.940  
X=827750.200

**BASIS OF EXISTING RIGHT OF WAY**

ROAD NAME	PROJECT/SURVEY	VOL.	PG.	DOC.	DATE
OLDE ONEIDA STREET	4984-01-33	-	-	-	7/19/2011
OLDE ONEIDA STREET	CSM	31	5408	-	8/2/2006

**UTILITY INTERESTS REQUIRED**

UTILITY #	OWNER(S)	PARCEL	INTEREST REQUIRED	EASEMENTS
100	AT&T	5	RELEASE OF RIGHTS	J.8957 I.20
101	WE Energies	3,4,5	RELEASE OF RIGHTS	-

**exp.**  
exp U.S. Services Inc.  
t: +1.414.221.0088 f: +1.414.221.0537  
241 N Broadway, Suite 203  
Milwaukee, WI 53202  
U.S.A.  
www.exp.com

I, NATHAN ANDEREGG PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF CITY OF APPLETON I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: Nathan Anderegg DATE: 6/26/24  
PRINT NAME: NATHAN ANDEREGG  
REGISTRATION NUMBER: S-2732

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF APPLETON

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: JACOB A. WOODFORD

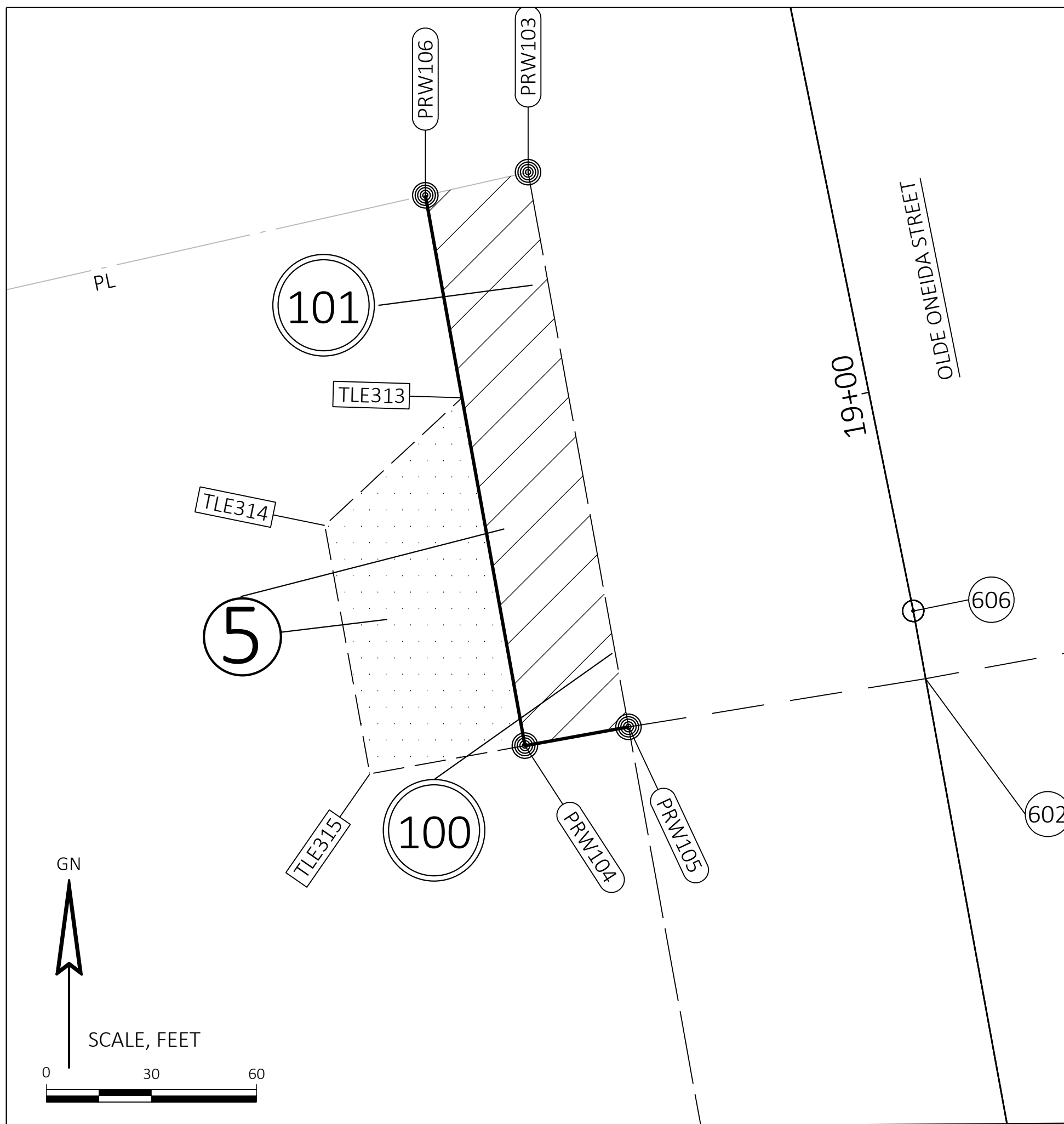


TRANSPORTATION PROJECT PLAT NO: 4984-01-21 -4.01 EXTENSION

RELOCATION ORDER: OLDE ONEIDA ST. BRIDGE P-44-723 CITY OF APPLETON OUTAGAMIE COUITY

DETAIL "A"

NOT TO SCALE



CENTER LINE ALIGNMENT

BP= STATION 17+33.98  
 Y 560043.273  
 X 828183.171  
 BEARING N10° 21' 12"W DISTANCE 144.81'

PI= STATION 18+78.79  
 Y 560185.721  
 X 828157.147  
 BEARING N11° 29' 57"W DISTANCE 100.02'

PI= STATION 19+78.81  
 Y 560283.734  
 X 828137.207  
 BEARING N10° 21' 12"W DISTANCE 164.19

ARC  
 PC= STATION 21+43.00  
 Y 560445.248  
 X 828107.700  
 CC= N 560430.871 E 828029.002  
 PI= STATION 21+48.40  
 Y 560450.566  
 X 828106.728  
 TAN 5.41  
 DB N10° 21' 12"W  
 DA N18° 05' 06"W  
 LCHORD DIST 10.79 BEARING N14° 13' 09"W  
 EXTERNAL DIST 0.18  
 MID ORD 0.18  
 RADIUS 80.00  
 DEG 71° 37' 11"  
 DELTA 07° 43' 54"  
 LENGTH 10.80

PT= STATION 21+53.79  
 Y 560455.705  
 X 828105.050

ARC  
 PC= STATION 21+53.79  
 Y 560455.705  
 X 828105.050  
 CC= N 560362.577 E 827819.871  
 PI= STATION 21+64.14  
 Y 560465.545  
 X 828101.837  
 TAN 10.35  
 DB N18° 05' 06"W  
 DA N22° 02' 14"W  
 LCHORD DIST 20.69 BEARING N20° 03' 40"W  
 EXTERNAL DIST 0.18  
 MID ORD 0.18  
 RADIUS 300.00  
 DEG 19° 05' 55"  
 DELTA 03° 57' 09"  
 LENGTH 20.69

PT= STATION 21+74.49  
 Y 560475.140  
 X 828097.953  
 BEARING N22° 02' 14"W DISTANCE 69.02

END= STATION 22+43.51  
 Y 560539.121  
 X 828072.054

R/W COURSE TABLE			
FROM PT #	TO PT #	BEARING	DISTANCE
601	602	N10° 21' 12"W	138.28'
602	105	S80° 46' 20"W	28.61'
105	104	S79° 43' 50"W	10.00'
104	106	N10° 16' 10"W	53.15'
106	103	N77° 18' 60"E	10.00'
103	105	S10° 16' 10"E	53.57'
105	602	N80° 46' 20"E	28.61'
602	606	N10° 21' 12"W	6.53'
606	607	N11° 29' 57"W	100.02'
607	603	N10° 21' 12"W	13.68'
603	316	N79° 38' 48"E	33.57'
316	100	N09° 19' 42"W	135.89'
100	107	S72° 49' 14"W	10.67'
107	605	S79° 38' 48"W	25.41'
605	603	S10° 21' 12"E	134.60'

PLE COURSE TABLE			
FROM PT #	TO PT #	BEARING	DISTANCE
607	605	N10° 21' 12"W	148.27'
605	107	N79° 38' 48"E	25.41'
107	100	N72° 49' 14"E	10.67'
100	304	N08° 28' 46"W	18.57'
304	102	S69° 21' 33"W	13.79'
102	107	S18° 06' 55"E	17.53'
107	605	S79° 38' 48"W	25.41'

TLE COURSE TABLE			
FROM PT #	TO PT #	BEARING	DISTANCE
602	301	N79° 38' 48"E	31.39'
301	302	S83° 19' 43"E	10.72'
302	303	N06° 53' 59"W	137.86'
303	306	N09° 53' 41"W	123.63'
306	308	N12° 05' 40"W	14.64'
308	304	S86° 29' 28"W	16.00'
304	100	S08° 28' 46"E	18.57'
100	316	S09° 19' 42"E	135.89'
316	301	S10° 16' 10"E	120.21'
301	602	S79° 38' 48"W	31.39'
602	104	S80° 30' 09"W	38.61'
104	315	S79° 43' 50"W	15.00'
315	314	N10° 16' 10"W	24.00'
314	313	N47° 06' 41"E	17.81'
313	104	S10° 16' 10"E	33.60'
104	602	N80° 30' 09"E	38.61'
602	606	N10° 21' 12"W	6.53'
606	607	N11° 29' 57"W	100.02'
607	605	N10° 21' 12"W	148.27'
605	312	S76° 19' 52"W	24.71'
312	311	S71° 30' 20"W	11.42'
311	310	N20° 37' 31"W	27.06'
310	309	N66° 25' 17"E	16.87'
309	312	S09° 47' 19"E	28.87'
312	605	N76° 19' 52"E	24.71'

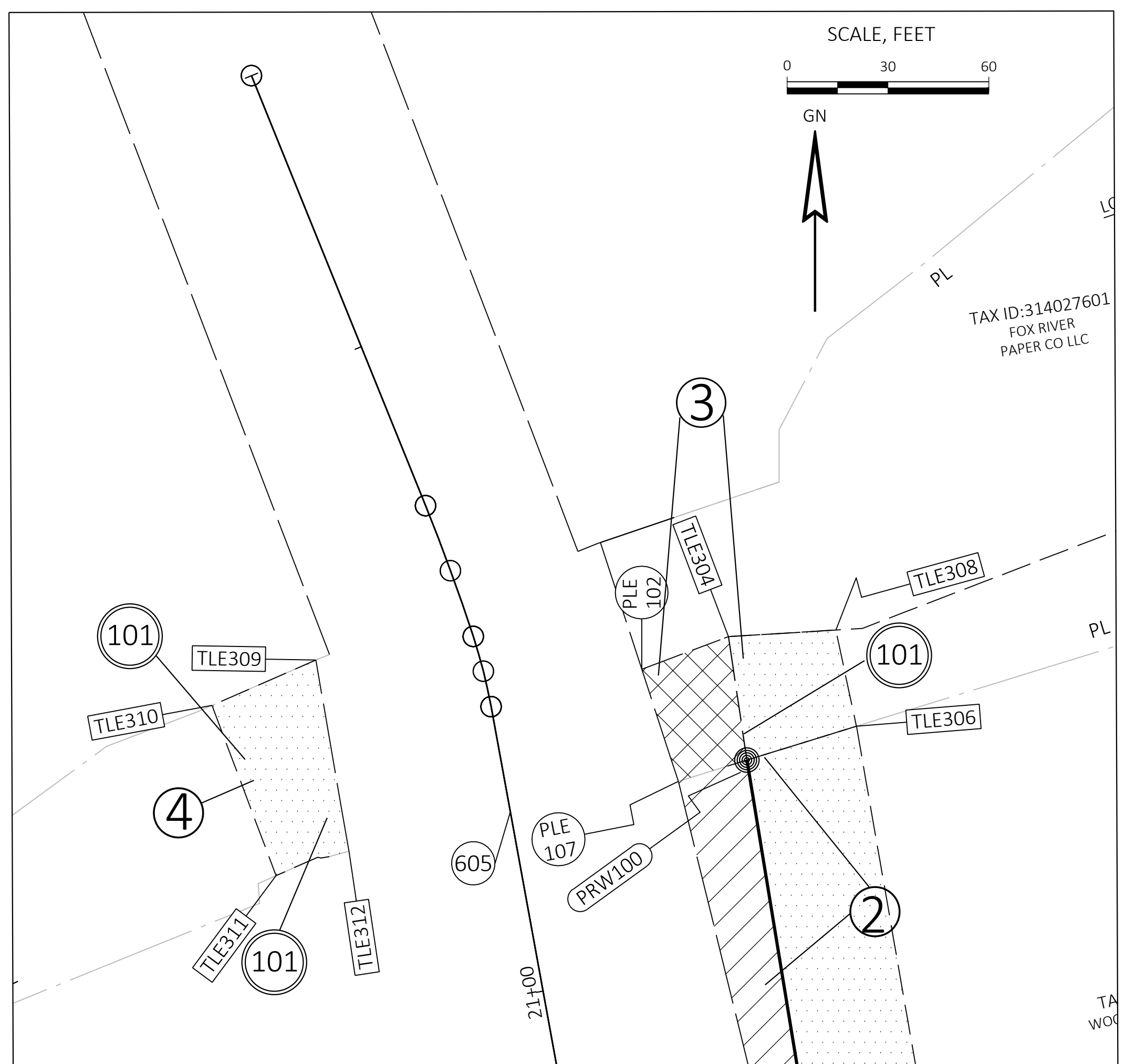
RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 4984-01-21-4.01 EXT.  
 AMENDMENT NO: \_\_\_\_\_

PAGE 2 OF 2  
 FOR ADDITIONAL INFORMATION  
 REFER TO SHEET 1 OF 2

Station and Offset Table		
Point	Station	Offset
302	18+69.12	41.64'
602	18+72.26	0.00'
301	18+72.26	31.39'
105	18+72.82	-28.61'
104	18+72.84	-38.61'
315	18+72.86	-53.61'
606	18+78.79	0.000'
314	18+97.93	-53.20'
313	19+07.20	-38.00'
106	19+26.75	-37.58'
103	19+26.95	-27.57'
607	19+78.81	0.00'
603	19+92.49	0.00'
316	19+92.49	33.57'
303	20+06.75	51.95'
311	21+24.04	-35.98'
312	21+25.66	-24.67'
605	21+27.08	0.00'
107	21+27.08	25.41'
100	21+28.35	36.00'
306	21+30.38	52.94'
102	21+44.13	23.05'
308	21+44.21	52.51'
304	21+45.69	36.67'
310	21+56.47	-40.12'
309	21+58.06	-23.31'

DETAIL "B"

NOT TO SCALE



PLOT NAME: Jessica Spittigerber  
 PLOT BY: Jessica Spittigerber  
 PLOT DATE: 6/20/2024 9:31 AM  
 FILE NAME: C:\PW\_WORK\EXP-PW.BENTLEY.COM\_EXP-PW-01\00112122\040101-RP.DWG  
 APPRAISAL PLAT DATE: \_\_\_\_\_

# AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation  
DT1541 4/2023 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of Appleton**, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the Wisconsin Department of Transportation from the COMPANY in connection with a Wisconsin transportation improvement designated:

Project Description Title: APPLETON - DE PERE Limits: BALLARD RD (CTH E) INTCHG Highway: IH 41 County: OUTAGAMIE	Project ID(s) Design: 1130-63-01 Construction: 1130-65-76 Right of Way: 1130-63-21 UTL No.: 516 Utility: 1130-65-41
Facility Type: Water	

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate Regional Transportation Office of the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.



The COMPANY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.

8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS, the parties have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**COMPANY**

City of Appleton

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Division Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)



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

**City of Appleton Water (UTL 516)  
Stage 1 Relocation Cost Estimate**

**Design ID 1130-63-01  
Construction ID 1130-65-76  
Utility ID 1130-65-41  
Utility Number 516**

Item	Description	Quantity	Unit	Unit Price	Total
1	24" Water Main-PVC	1000	L.F.	\$450.00	\$450,000.00
2	6" Hydrant	10	L.F.	\$115.00	\$1,150.00
3	Hydrant	2	Each	\$6,500.00	\$13,000.00
4	24" G.V. w/Box	2	Each	\$45,000.00	\$90,000.00
5	6" G.V. w/Box	2	Each	\$2,500.00	\$5,000.00
6	24" Bend	5	Each	\$5,000.00	\$25,000.00
7	24"x6" Tee	2	Each	\$6,000.00	\$12,000.00
8	Cut/Cap Watermain	2	Each	\$2,000.00	\$4,000.00
9	Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
10	Traffic Control/Mobilization	1	L.S.	\$35,000.00	\$35,000.00
				<b>Subtotal</b>	<b>\$640,150.00</b>
11	Design/Engineering	3	%	--	\$19,204.50
12	Construction Oversight	7	%	--	\$44,810.50

TOTAL \$704,165.00  
State Participation Percentage 100%

<b>TOTAL STATE PARTICIPATION \$704,165.00</b>
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DEPARTMENT OF  
**INFORMATION  
TECHNOLOGY**

**MEMORANDUM**

**Date: July 8, 2024**

**To: Finance Committee, Common Council**

**From: Corey Popp, I.T. Director**

**Pete Neuberger, Deputy Director of Public Works**

**Subject: Request to Amend 2024 Budget by \$110,904**

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The 2022 and 2023 budgets included \$79,428 and \$85,000 respectively for the Public Safety Camera Program. Of these amounts, \$42,942 and \$67,962 remain unspent while I.T. completed a proof-of-concept with new cloud-based cameras. DPW and I.T. are prepared to move forward with the CIP at this time and are requesting that a 2024 budget amendment is approved as follows:

Public Safety Camera Program	+ \$110,904
Fund Balance Applied	+ \$110,904



# CITY OF APPLETON

Department of Parks & Recreation

1819 East Witzke Blvd.

Appleton, WI 54911

p: 920-832-3919

f: 920-993-3103

[www.appleton.org](http://www.appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: July 8, 2024

RE: Action: Award the City of Appleton's "2021 Park Pavilions Roof Replacement Project" contract to Schulze Exteriors, LLC. in the amount of \$45,775.00 with a contingency of 7,000 for a project total not to exceed \$52,775.00.

2024 Capital Improvement Plan includes \$175,000 to replace roofs on City Park Pavilion, AMP Amphitheater, and AMP Pavilion. The amount of \$5,000 has been utilized for design leaving a balance of \$170,000 for construction. The existing roofs are at the end of their useful life and are in need of replacement. Our annual roof inspection program identifies roofing in need of replacement and allocates resources to allow for proactive replacement to protect and preserve the facility's asset.

The bids were received as follows:

<b>Schulze Exteriors, LLC. (low bid)</b>	\$45,775.00
D&H Royale Construction, LLC.	\$56,576.03

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Schulze Exteriors LLC. 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 Schulze Exteriors, LLC. in the amount of \$45,775.00 plus a contingency of \$7,000 only to be utilized as needed.

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