



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, July 23, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[18-1105](#) July 9, 2018 Finance Committee meeting minutes

Attachments: [MeetingMinutes09-Jul-2018-06-57-01.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[18-1106](#) Request from Raymond Dietzen for reconsideration of special assessments for concrete paving of Lake Park Road for parcel 31-9-4180-00

Attachments: [Dietzen 319418000.pdf](#)

[18-1107](#) Request to utilize \$79,764 from the Parks Open Space Special Revenue Fund for the demolition of the homes at 1424 and 1434 Northland Avenue and approve the following 2018 Budget adjustment:

Park Open Space Fund

Contractor Fees	+\$79,764
Fund Balance	- \$79,764

to provide funding for the cost of demolishing homes on Northland Avenue
(2/3 vote required)

Attachments: [2018 Parks Open Space Fund Req for Home Demo.pdf](#)

[18-1108](#) Request to award the Lower Telulah Park Site Redevelopment project contract to H & H Civil Construction in the amount of \$628,341 with a contingency of \$21,662 for a project not to exceed \$650,003

Attachments: [2018 Lower Telulah Site Redevelopment Finance Memo .pdf](#)

[18-1109](#) Request to award the Wastewater 2018 Electrical Distribution Upgrades Phase 1 project contract to Miron Construction, Co Inc in the amount of \$1,037,026 with a contingency of 10% for a project total not to exceed \$1,140,728

Attachments: [2018 Wastewater Electrical Distribution Phase 1 Upgrades.pdf](#)

[18-1110](#) Request to award the 2018 Red Parking Ramp Elevator Modernization Phase 1 project contract to Otis Elevator Co in the amount of \$242,695 with a contingency of 7% for a project total not to exceed \$259,684

Attachments: [Award Memo - 2018 Red Parking Ramp Elevator Modernization.pdf](#)

[18-1111](#) Request to award the Municipal Services Building 2018 Locker Room Remodeling project contract to Miron Construction Co. Inc in the amount of \$314,713 with a contingency of \$12,702 for a project total not to exceed \$327,415

Attachments: [2018 MSB Locker Room Remodel .pdf](#)

[18-1112](#) CEA Review Committee Reports from June 5, 2018 and July 9, 2018

Attachments: [CEA Review Minutes05-Jun-2018-07-29-56.pdf](#)

[CEA Review Minutes09-Jul-2018-07-28-42.pdf](#)

[18-1022](#) Request to approve contract for Granicus services for next three years

Attachments: [2018 Granicus Contract Renewal 3yr.pdf](#)

Legislative History

7/9/18 Finance Committee held

[18-1138](#) Request to deny Rookies Sports Bar and Grill offer to purchase of .39 acre of City owned property located just North of Rookies, parcel 31-2-0489-00.

Attachments: [Rookies Offer to Purchase Memo With Supporting Docs.pdf](#)

[Amended Offer to Purchase.pdf](#)

- [18-1139](#) RIVERSIDE CEMETERY ASSOCIATION submitting a request for payment for maintenance of Veteran's graves.

Attachments: [Riverside Cemetery Veteran Grave Care Reimbursement - 2017-2018.pdf](#)

- [18-1141](#) Request to accept a \$15,000 grant from Octoberfest for a public safety unmanned aerial vehicle (UAV) and approval of the following 2018 Budget adjustment:

General Fund - Mayor's Office

Equipment	+\$15,000
Grant Proceeds	+\$15,000

to accept grant from Octoberfest Committee to purchase a drone (2/3 vote required)

Attachments: [Council Memo for Octoberfest Grant.pdf](#)

- [18-1140](#) The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussions of real estate negotiations regarding the Blue Ramp and pursuant to §19.85(1)(e) for the investment of public funds concerning Fox Cities Exhibition Center invoices and reconvene into open session.

6. Information Items

- [18-1113](#) Change Order #1 from Van Ert Electric Company, Inc in the amount of \$888 for the #3 and #6 VFD High Service Pump project resulting in the construction contract being increased from \$6,225 to \$7,113

Attachments: [Change Order 1 #3 and #6 HSP Pump Project 07-10-18.pdf](#)

- [18-1114](#) 2018 Finance Mid-Year Report

Attachments: [Finance 2018 Mid-Year Report.pdf](#)

- [18-1115](#) 2018 Legal Services Mid-Year Report

Attachments: [Legal Services 2018 Mid-Year Report.pdf](#)

- [18-1116](#) 2018 Parks, Recreation and Facilities Management Mid-Year Report

Attachments: [PRFM 2018 Mid Year Report.pdf](#)

[18-1117](#) 2018 Risk Management Mid-Year Report

Attachments: [Risk Management 2018 Mid-Year Report.pdf](#)

[18-1142](#) 2018 Mayor Mid-Year Report

Attachments: [Mayor 2018 Mid-Year Report.pdf](#)

7. Adjournment

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

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

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



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Meeting Minutes Finance Committee

Monday, July 9, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:30pm.

2. Roll call of membership

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

3. Approval of minutes from previous meeting

[18-1020](#)

Finance Committee minutes of June 11, 2018 meeting

Attachments: [MeetingMinutes11-Jun-2018-07-18-21.pdf](#)

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

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

4. Public Hearings/Apearances

[18-1025](#)

Dave Maccoux, CPA from Schenck, SC presentation of the 2017 Comprehensive Annual Financial Report

Attachments: [2017 Management Letter'.pdf](#)

This Appearance was presented

5. Action Items

[18-1026](#)

Request for approval of Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Sports Facility Project

Attachments: [2018 Sports Facility - Municipal Authorizing Resolution \(Appleton\).pdf](#)
[2018 Sports Facility - Cooperation Agreement 6.26.18.pdf](#)
[2018 Sports Facility - Redline Cooperation Agreement 6.26.18.pdf](#)
[2018 Sports Facility - Pledge and Security Agreement.pdf](#)
[2018 Sports Facility - Maximum Price Calc.pdf](#)
[2018 Sports Facility - Bond Term Sheet.pdf](#)
[FW Sports Facility maintenance reserve.msg](#)

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

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

[18-1019](#)

Request to approve Contract Amendment/Change Order No. 1 to Contract 10-18 for Unit O-18 Sanitary Sewer (CIPP) Lining for an emergency repair on the Alley south of Edgemere Drive and east of Kensington Drive in the amount of \$7,800 resulting in no change to the contract contingency. Overall contract increases from \$145,835 to \$154,535.

Attachments: [O-18 Contract Change Order #1.xls.pdf](#)

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

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

[18-1022](#)

Request to approve contract for Granicus services for next three years

Attachments: [2018 Granicus Contract Renewal 3yr.pdf](#)

Alderson Baranowski moved, seconded by Alderson Lobner, that the Report Action Item be held until the July 23, 2018 Finance Committee meeting. Roll Call. Motion carried by the following vote:

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

[18-1027](#)

Request for approval of five-year renewal of banking services with JPMorgan Chase Bank, LLC

Attachments: [Finance Committee Banking Renewal 2018.pdf](#)

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

Aye: 4 - Alderson Plank, Alderson Lobner, Alderson Siebers and Alderson Croatt

Abstained: 1 - Alderson Baranowski

[18-1028](#)

Request for approval of five-year renewal of investment management services with U.S. Bank

Attachments: [Finance Committee Investment Services Renewal 2018.pdf](#)

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

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

[18-1021](#)

The Finance Committee will go into closed session according to State Statute §19.85(1)(g) for the purpose of conferring with legal counsel regarding matters involving employees in which litigation is currently pending or likely to result.

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

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

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

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

6. Information Items

[18-1023](#)

Contract 74-17 was awarded to Energy Control & Design for \$63,540.00 with a contingency of \$8,020.00 for Bus Garage HVAC Replacement. Payments issued to date total \$54,150.00. Request final payment of \$9,390.00.

This Presentation was received and filed

[18-1024](#)

Approve Contract Change Order No. 2 to contract 11-18 for Unit Z-18 Sewer and Water Reconstruction No. 2 to relay watermain in Monroe Street between Fremont Street and Harrison Street in the amount of \$38,500 resulting in a decrease to contingency from \$59,697 to \$21,197. No change to overall contract amount.

Attachments: [Unit Z-18.pdf](#)

This Presentation was received and filed

[18-1029](#)

The following 2018 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

Bioterrorism Grant Fund

State Grants	+\$8,917
Training	+\$8,917

to adjust the 2018 budget for additional award amount

Health - Prevention Grant Fund

State Grants	+\$7,800
Training	+\$7,800

to adjust the 2018 budget for additional award amount

This Presentation was received and filed

7. Adjournment

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

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



MEMO

TO: Finance Committee

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

DATE: July 19, 2018

SUBJECT: Request from Raymond Dietzen for reconsideration of special assessments for concrete paving of Lake Park Road for parcel 31-9-4180-00.

The Dietzen's own the 21.83 acre parcel, zoned agricultural, at the southeast corner of Lake Park Road and Plank Road (see attached map). They are requesting the City Council to reconsider the special assessment under the Appeal Process (page 19 of the Special Assessment Policy).

Significant street construction has been done adjacent to this property in the past several years including:

2007 – Concrete paving of Plank Road/Lake Park Road Roundabout. No special assessments were charged based on the Special Assessment Policy that states *"The City assumes the entire cost of permanent paving for all intersections on new construction."*

2009 – Rural to urban conversion of Lake Park Road. Dietzen's special assessment was \$3,742.27 for grade, gravel, asphalt and street lights.

2016 – Sidewalk installation on Lake Park Road. Dietzen's special assessment was \$6,504.10 based on 337 feet of frontage.

2016 – Concrete paving and sidewalk installation on Plank Road. No special assessments were charged based on the project being TIF 6 funded.

2018 – Concrete paving on Lake Park Road. Dietzen's special assessment is \$18,136.80 based on 198 feet of frontage and agricultural zoning (139 feet paved as part of intersection project in 2007 and not assessed).

Per the Special Assessment Policy, wheel tax funds are used for reconstructed asphalt and concrete streets only, and not for rural to urban conversion to concrete pavement (see page 5 of the Special Assessment Policy attached).

Therefore, to be consistent with the Special Assessment Policy, staff recommends that no reconsideration of the special assessments for the Lake Park Road Concrete Paving Project be approved.

Attachments



N

PLANK ROAD

31-9-4180-00

LAKE PARK ROAD

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

- 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.

Raymond Dietzen
1199 Van Handel Dr.
Appleton, WI 54915

Paula Vandehy, P.E.
Director of Public Works

July 10, 2018

Dear Paula:

I own the property on the NE corner of
Blank Road and Lake Park Road. This parcel
is zoned agricultural. This property has
been assessed \$18,000 for road repair.

From what I have researched and read,
Appleton has a "wheel tax" to alleviate this
financial burden to property owners. I do
not understand why this relief does not
apply to me.

The property owners on the south side
of Lake Park Road and Midway Road pay
nothing for this road. I feel as though
this is very unfair.

This assessment puts a burden on
me and my family. We are retired

and have a fixed income. Eighteen thousand dollars is a large amount of money for us to borrow at our age. Please help us! There must be some kind of side or another solution to this issue.

Sincerely,
Raymond Dietzen



"...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: 7/23/2018

RE: Action: Request to utilize \$79,764 from the Parks Open Space Special Revenue Fund for the demolition of the homes at 1424 and 1434 Northland Avenue.

The 1424 and 1434 Northland Avenue properties, adjacent to Appleton Memorial Park, were purchased in 2017 with the intent of demolishing the properties in 2018 with funds from the Parks and Open Space Special Revenue Fund. Costs have been solicited as follows:

Demolishing - \$41,526 + 10% Contingency
Environmental Survey - \$1,130
Asbestos and Refrigerant Removal - \$2,455
Utilities Relocation - \$12,000
DNR Surveys - \$8,500
Contingencies - \$10,000

This memo is to request spending authorization from the Parks Open Space Special Revenue Fund to cover these expenses. The fund currently has a balance of \$85,224. A contingency would only be utilized if needed for a unforeseen circumstance that could not previously be identified.

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



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MANAGEMENT**

Dean R. Gazza, Director

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Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: July 23, 2018

RE: Action: Award the Lower Telulah Park Site Redevelopment project contract to H & H Civil Construction in the amount of \$628,341 with a contingency of \$21,662 for a project not to exceed \$650,003.

The 2018 Capital Improvement Plan includes \$765,000 for the construction of a multi-use trail and trailhead parking, shoreline redevelopment, lighting, and landscaping at Lower Telulah Park. Of the \$765,000 budgeted, \$114,997 was utilized for engineering and design, contaminated soils management plan, utility installation, and DNR permitting which leaves a balance of \$650,003 for construction.

The bids were received as follows:

H & H Civil Construction	\$628,341.00
Vinton Construction	\$719,952.80

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to H & H Civil Construction. Therefore, the Parks, Recreation, and Facilities Management Department recommends awarding the contract to H & H Civil Construction in the amount of \$628,341 with a contingency of \$21,662 for a project not to exceed \$650,003.

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



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Dean R. Gazza, Director

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(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 7/23/2018

RE: Action: Award the Wastewater "2018 Electrical Distribution Upgrades Phase 1 Project" contract to Miron Construction Co., Inc. in the amount of \$1,037,025.66 with a contingency of 10% for a project total not to exceed \$1,140,728.22.

The 2018 Capital Improvement Plan includes \$1,470,750 to complete Phase 1 of the Wastewater Electrical Distribution Upgrades Project. The amount of \$130,000 has been utilized for design leaving a balance of \$1,340,750 for construction. The majority of the electrical distribution system is from the mid-1970's and has reached the end of its useful life. The electrical distribution system is critical to the Wastewater Treatment Plant operations and needs to be upgraded to reduce the risk of an electrical distribution component failure. This is Phase One of a Five-Phase project.

The bid was received as follows:

Miron Construction (low bid)	\$1,037,025.66
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Although eleven contractors came to the pre-bid meeting, only one submitted a bid. This project is complicated and is involved in several different construction disciplines. Although only one company submitted a bid the cost is under budget and in line with the engineer's probable cost estimate.

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Miron Construction Co., 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 Miron Construction Co., Inc. in the amount of \$1,037,025.66 plus a contingency of 10% only to be utilized as needed.

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



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Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 7/23/2018

RE: Action: Award the 2018 Red Parking Ramp Elevator Modernization Project Phase 1" contract to Otis Elevator Co. in the amount of \$242,695 with a contingency of 7% for a project total not to exceed \$259,684.

The 2018 Capital Improvement Plan includes monies to modernize the two of the three elevators at the Red Parking Ramp. The current elevators are original from the 1981 construction of the Red Ramp. The elevators are at the end of their useful life and are in need of replacement. The project will include rebuilding the existing elevator cars, mechanical equipment, and facades.

The bid was received as follows:

Otis Elevator Co. (low bid) \$242,695

Although two elevator companies came to the pre-bid meeting, only one submitted a bid. This is very specialized work and there are only a few companies in the state that do this type of work.

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Otis Elevator Co. 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 Otis Elevator Co. in the amount of \$242,695 plus a contingency of 7% only to be utilized as needed.

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



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(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 7/23/2018

RE: Action: Award the Municipal Services Building "2018 Locker Room Remodeling Project" contract to Miron Construction Co. Inc. in the amount of \$314,713 with a contingency of \$12,702 for a project total not to exceed \$327,415.

The 2018 Capital Improvement Plan includes \$375,000 to remodel both the men's and women's locker rooms at the Municipal Services Building. The amount of \$43,315 has been utilized for design leaving a balance of \$331,685 for construction. The locker rooms/restrooms at the Municipal Services Building are currently 40 years old and many of the plumbing fixtures and components (pipes, flush valves, etc.) are failing and need to be replaced. This project will include all new plumbing components, lights, stall partitions, and facades.

The bids were received as follows:

Miron Construction Co., Inc. (low bid)	\$314,713
A.C.E. Building Service	\$323,554
Milbach Construction Services Co.	\$341,470
The Boldt Company	\$390,750
Silvercrest Construction Group, LLC.	\$396,418
Frank O Zeise Construction Co. Inc.	\$405,220

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Miron Construction Co., 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 Miron Construction Co., Inc. in the amount of \$314,713 plus a contingency of \$12,702 only to be utilized as needed.

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



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes CEA Review Committee

Tuesday, June 5, 2018

3:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

3. Approval of minutes from previous meeting

[18-0809](#)

Minutes from April 4, 2018.

Attachments: [Minutes from April 4, 2018.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

4. Public Hearings/Apearances

5. Action Items

[18-0810](#)

Request to upgrade nine (9) marked squads from front wheel drive to all wheel drive when replaced in 2019 for a total additional cost of \$11,340.

Attachments: [AWD Upgrade for Marked Squads.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

[18-0811](#)

Request to upgrade sedan #938 to an SUV when replaced in 2019 for a total additional cost of \$4,500.

Attachments: [SWAT Transition to SUV's.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

[18-0812](#)

Request to upgrade two K-9 sedans to SUV's and to replace unit 992 one year early for a total additional cost of \$10,500.

Attachments: [K-9 Transition to SUV's.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

[18-0813](#)

Request to replace prius #517 with a mini-van and then add the used prius to the Facilities and Grounds Division of the CEA fleet.

Attachments: [Upgrade Toyota Prius to a Minivan.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

[18-0814](#)

Request to add a new 1 ton dump truck to the Stormwater Division of the CEA fleet in 2019 for a total cost of \$60,000.

Attachments: [Purchase a 1 ton dump truck in 2019.pdf](#)

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

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt

6. Information Items

[18-0815](#)

Left side wing plow setup for snow removal.

7. Adjournment

Vandehey moved, seconded by Saucerman, that the meeting be adjourned.

Roll Call. Motion carried by the following vote:

Aye: 3 - Vandehey, Saucerman and Alderperson Lobner

Excused: 1 - Alderperson Croatt



City of Appleton

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

Meeting Minutes CEA Review Committee

Monday, July 9, 2018

4:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 4 - Vandehey, Saucerman, Alderperson Croatt and Alderperson Lobner

3. Approval of minutes from previous meeting

[18-0979](#)

Minutes from June 5, 2018.

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

Aye: 4 - Vandehey, Saucerman, Alderperson Croatt and Alderperson Lobner

4. Public Hearings/Apearances

5. Action Items

[18-0990](#)

Request to order the 2019 APD vehicles prior to the 2019 budget adoption.

Attachments: [2019 APD vehicles.pdf](#)

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

Aye: 4 - Vandehey, Saucerman, Alderperson Croatt and Alderperson Lobner

6. Information Items

[18-0993](#)

Approval of upgrades to new fire truck in an amount of \$4,570 by Mayor Hanna due to a critical timing issue.

[18-0994](#)

2018 Equipment Purchase Log.

Attachments: [2018 Purchase Log.pdf](#)

[18-0995](#)

Proposed 2019 Equipment Purchases.

Attachments: [2019 Equipment Purchases.pdf](#)

7. Adjournment

Alderson Croatt moved, seconded by Saucerman, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 4 - Vandehey, Saucerman, Alderson Croatt and Alderson Lobner



Quote Number: Q-23670
Quote Prepared On: 5/8/2018
Quote Valid Through: 6/30/2018
Payment Terms: Net 30
Currency: USD

Granicus Contact:
Name: Peter Dieterich
Phone: 720-613-8873
Email: peter.dieterich@granicus.com

The Agreement shall commence on the date this document is signed and continue for 3 years.

YEAR ONE ANNUAL SUBSCRIPTION FEE

Product Name	Invoice Schedule	Quantity	Annual Total
VoteCast Station for Meeting Efficiency Suite (ME)	Annual	1 Each	\$14,226.72
VoteCast Display for Meeting Efficiency Suite (ME)	Annual	1 Each	\$385.20
Meeting Efficiency Suite	Annual	1 Each	\$3,210.00
Granicus Remote Administration	Annual	1 Each	\$1,284.00
Template - Sectioned View Page	Annual	1	\$346.68
Government Transparency Managed Services Hardware (GT)	Annual	1 Each	\$1,284.00
Open Platform Suite	Annual	1 Each	\$1,527.96
Government Transparency Suite	Annual	1 Each	\$2,568.00
VoteCast Station for Meeting Efficiency Suite (ME)	Annual	1 Each	\$1,271.16
Granicus Encoding Appliance Hardware (Managed)	Annual	1 Each	\$1,284.00
Legistar	Annual	1 Each	\$12,198.00
VoteCast Package for Meeting Efficiency Suite (7 seats)	Annual	1 Each	\$0.00
		TOTAL	\$39,585.72



FUTURE YEAR PRICING

[illegible]

Product Name	Product Description
VoteCast Station for Meeting Efficiency Suite (ME)	
VoteCast Display for Meeting Efficiency Suite (ME)	
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Granicus Remote Administration	
Template - Sectioned View Page	

Product Name	Product Description
Government Transparency Managed Services Hardware (GT)	The managed equipment solution offers an encoding appliance that is fully managed and maintained by Granicus.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
VoteCast Station for Meeting Efficiency Suite (ME)	
Granicus Encoding Appliance Hardware (Managed)	
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
VoteCast Package for Meeting Efficiency Suite (7 seats)	

TERMS AND CONDITIONS

- Link to State & Local Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.
- Payment terms: net 30
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **Appleton, WI** to provide applicable exemption certificate(s).
- If submitting a Purchase Order instead of signing the quote, please include the following language: All pricing, terms and conditions of quote Q-23670 are incorporated into this Purchase Order by reference.



AGREEMENT AND ACCEPTANCE

Appleton, WI

Signature: _____

Name: _____

Title: _____

Date: _____

Billing Information

Name: _____

Phone: _____

Email: _____

Address: _____



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

COMMUNITY AND ECONOMIC DEVELOPMENT

100 North Appleton Street
Appleton, WI 54911
Telephone: (920) 832-6468
Fax: (920) 832-5994

Date: Friday, July 20, 2018

To: Finance Committee

From: Karen Harkness, Director of Community and Economic Development
Paula Vandehey, Director of Public Works

RE: Offer To Purchase City Owned Lot

On Monday, July 9, 2018, the City received an unsolicited Offer to Purchase from Steve Carrow, owner of Rookies Sports Bar and Grill for Parcel #312048900 a 0.39 acre of land North of Rookies.

The Offer to Purchase is for \$60,000 and originally expired Friday, July 13, 2018 at 4:00pm. I let the Realtor, Bob Rossi, know that we could not process this request that quickly and the Offer to Purchase was extended to August 15, 2019 at 4:00pm.

The City has owned this lot since 2001 when it was purchased for \$66,200.

The lot is currently an integral site to City of Appleton's Central Business District snow removal and storage plan.

The Snow Removal Contract for the downtown parking ramps and lots allows usage of this lot for snow storage. We are only in year 1 of a 5-year contract, so if the City decided to sell this lot there would need to be a contract amendment as this lot would no longer be available for snow storage.

Additionally, the next closest lot available for snow storage would be the Glendale Site that would require additional time and trucking to move CBD snow to this site.

We reviewed several opportunities to purchase another downtown site for snow storage, and the least expensive site is 0.36 acres and is listed for \$250,000.

City staff spoke with Realtor Rossi in January of 2018 about a potential expansion of Rookies and the purchase or lease of this lot. At that time, we let Realtor Rossi know that selling this lot would create a challenge to the City due to snow removal. We suggested that Rookies

could still expand their building/business within their current lot and that they may be able to increase their parking options by utilizing the lot across the street owned by another party. There are 17 public on-street parking stalls on Kalata Place as well.

The Future Land Use Map shows this site as continued use for CBD.

Finally, the Council has directed staff to advertise the sale of any City owned land so that all the public is aware of an opportunity for purchase.

Staff is recommending the City of Appleton retain ownership of Parcel #312048900 and reject this Offer to Purchase.

Karen Harkness

From: Bob Rossi <BobR@naipfefferle.com>
Sent: Monday, July 9, 2018 11:48 AM
To: Britney K. Stobbe; William Siebers
Cc: Karen Harkness; Matthew Rehbein; Cindy Renard; Rookies325N@yahoo.com
Subject: OFFER TO PURCHASE - City lot (0.39 acres on Kalata Place- parcel #312048900)
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Mayor Hanna and Alderperson Siebers:

I have been working with Steve Carrow, owner of Rookies Sports Bar & Grill. Steve has been at his current location for 11 years and transformed an old "tavern" to a very nice bar and grill and has grown his business slowly and profitably. He made a substantial investment over the past several years to upgrade all mechanical systems, flooring, bathrooms, kitchen equipment, outdoor seating, etc. His customer base is growing and he would like to expand the dining area and kitchen to accommodate current customer demand. He recently revised his menu and added numerous items which requires additional cooler/freezer space as well.

His ideal scenario (and maybe only option) would be to purchase the City owned lot adjacent (North) of his current building and parking lot. My research indicates the City uses this only for storing snow and is unused in the summer. Selling him this parcel would allow him to expand his existing building footprint and parking lot which would accommodate his growth projections for many years. This would also require him to add 5-6 more employees to maintain the level of services that he demands. Steve plans to create a "park-like" setting with nice landscaping, picnic tables for outdoor dining and additional parking.

We hope the City will sell this small parcel (0.39 acres) and assist an existing business in downtown Appleton, rather than using it sparingly in the winter months. I trust there are many other sites for temporary snow storage.

If this offer is acceptable, please sign the attached Offer and return to me. Or, let me know if you would like to meet with me and Steve to discuss further.

Thank you Mayor and others for your consideration with this vital request.
Have a GREAT Appleton Monday and week!

Bob Rossi

NAI Pfefferle
Commercial Real Estate Broker/Advisor
200 E. Washington Street, Suite 2A
Appleton, WI 54911
920.560.5065 (direct)
920.810.4647 (cell)
bohr@naipfefferle.com
www.naipfefferle.com

*We have joined NAI Global and are now known as NAI Pfefferle.
Please note new email address and website.*

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** July 9, 2018 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)** **[STRIKE THOSE NOT APPLICABLE]**
3 **[GENERAL PROVISIONS]** The Buyer, Steve Carrow
4 _____, offers to purchase the Property
5 known as [Street Address] _____ 0.39 Acres (Parcel #312048900)
6 in the _____ City _____ of _____ Appleton _____, County of _____ Outagamie _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** Sixty Thousand
9 _____ Dollars (\$ 60,000.00).
10 ■ **EARNEST MONEY** of \$ _____ ~~accompanies this Offer and earnest money of \$ 5,000.00~~
11 will be mailed, or commercially or personally delivered within 3 business days of acceptance to ~~listing broker or~~
12 Pfefferle Companies Trust Account.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: NA
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** NA
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: Commercial
25 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before Friday 07/13/2018 4:00 PM. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **[OPTIONAL PROVISIONS]** **TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS**
34 **OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"**
35 **OR ARE LEFT BLANK.**
36 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): _____
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____) _____
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for a
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Matt Rehbein (matthew.rehbein@appleton.org)
56 E-Mail address for Buyer (optional): Bob Rossi (bob@naipfefferle.com)
57 **[PERSONAL DELIVERY/ACTUAL RECEIPT]** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than August 15, 2018 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and NA

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ **NA** The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ **NA** Current assessment times current mill rate (current means as of the date of closing)

☐ **NA** Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ **NA** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____~~

~~Insert additional terms, if any, at lines 468-464 or 526-534 or attach as an addendum per line 525.~~

☐ **NA** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **NA** **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190 **[NA] FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest

203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per

204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

207 526-534 or in an addendum attached per line 526.
208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

215 unacceptability.
216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

229 any credit information reasonably appropriate to determine Buyer's creditworthiness.

230 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party

231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

236 appraisal contingency, not does the right of access for an appraisal conducted by _____
237 **NA APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

242 purchase price, accompanied by a written notice of termination.
243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

■ **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: vehicle parking to
307 support Rookies bar and grill

308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☒ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ☒ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☒ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☒ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☒ **CHECK**
327 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337
338 ☒ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ☒ **CHECK AND COMPLETE AS APPLICABLE:** ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____.

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ ☒ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ☒ **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ☒ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **NA SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: **NA**

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and **NA**

424 _____
425 _____
426 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
427 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** **NA**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

503 **NA INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
 521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached _____ Property record and aerial photo _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** **NA**

535 This Offer was drafted by [Licensee and Firm] _____ Robert M. Rossi NAI Pfefferle

536 _____ on _____ July 9, 2018

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ▶ Steve Carrow

07/09/2018
 Date ▲

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
 551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

2018 Property Record | Outagamie County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 7/7/2018 12:36:35 PM

Owner Address

APPLETON, CITY OF
100 N APPLETON ST
APPLETON, WI 54911

Owner

APPLETON, CITY OF

Property Information

Parcel ID: 312048900
Document # 1396314
Tax Districts:
SCH D OF APPLETON AREA
T3

Property Description

For a complete legal description, see recorded document.

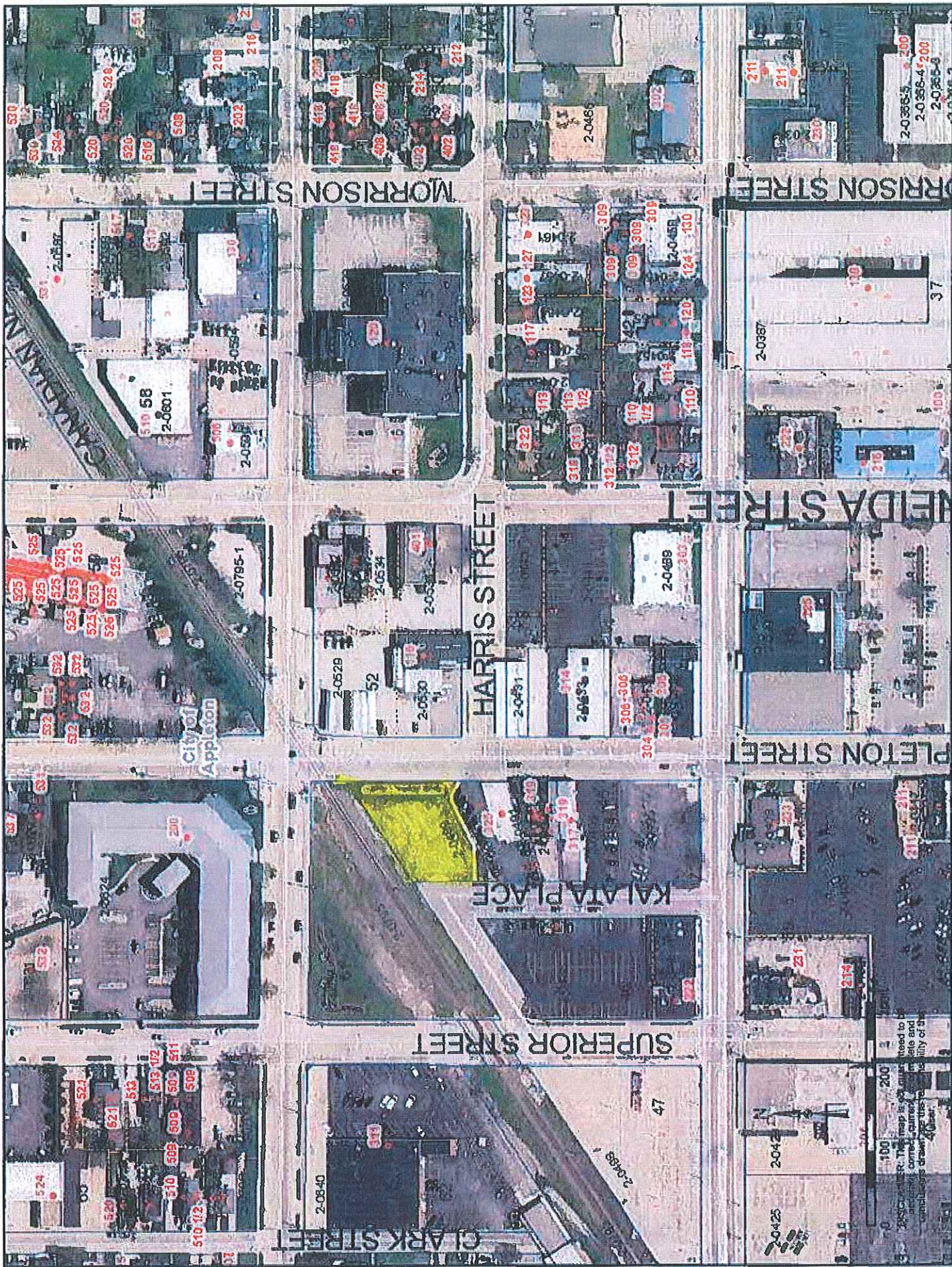
CSM 5564 LOT 1 VOL 32 DOC 1744143
Municipality: 201-CITY OF APPLETON
Property Address:

Land Valuation

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
4	0.39	\$0	\$0	\$0
	0.39	\$0	\$0	\$0

Assessment Ratio: Not Available

Fair Market Value: Not Applicable



DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).

14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

28 The following information is required to be disclosed by law:

29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).

30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____

36 _____

37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____

39 _____

40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

52 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
53 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
54 <http://www.doc.wi.gov> or by telephone at 608-240-5830.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
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Drafted by Attorney Debra Peterson Conrad

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated July 9, 2018, and accepted -----, for
2 the purchase and sale of real estate at 0.39 Acres (Parcel #312048900)
3 -----, Wisconsin as follows:

4 Closing date is changed from -----, to -----.
5 Purchase price is changed from \$ ----- to \$ -----.
6 Other: -----

7
8 **BINDING ACCEPTANCE DATE SHALL BE CHANGED FROM FRIDAY, JULY 13, 2018, 4:00PM TO**
9 **WEDNESDAY, AUGUST 15, 2018, 4:00PM.**
10
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28 The attached ----- is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before ----- (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by Robert M. Rossi - NAI Pfefferle on -----
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Robert M. Rossi - NAI Pfefferle on -----
39 Licensee and Firm ▲ Date ▲

40 (x) Steve Carrow 7-11-18
41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
42 Print name Steve Carrow Print name ▲

43 (x) ----- Date ▲ Seller's Signature ▲ Date ▲
44 Buyer's Signature ▲ Print name ▲
45 Print name ▲

46 This Amendment was rejected -----
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲



For Sale

Redevelopment
Opportunity
Downtown Appleton



401 N. Oneida Street Appleton, Wisconsin

Great downtown location in the Central Business District.

Remainder of block could be assembled.

Close to Hwy. 47, W. College Ave. and W. Wisconsin Ave.

Minutes away from Interstate 41 and Hwy 441.

Potential residential development site.

PRICING

LOT 1	
.36 ACRES	\$250,000

LOTS 2 & 3	
.31 ACRES & .08 ACRES	\$350,000

LOTS 4, 5 & 6	
.05 ACRES, .14 ACRES AND .34 ACRES	\$400,000

ZONED	Commercial
--------------	-------------------

For more information:

Michael Pfefferle, President

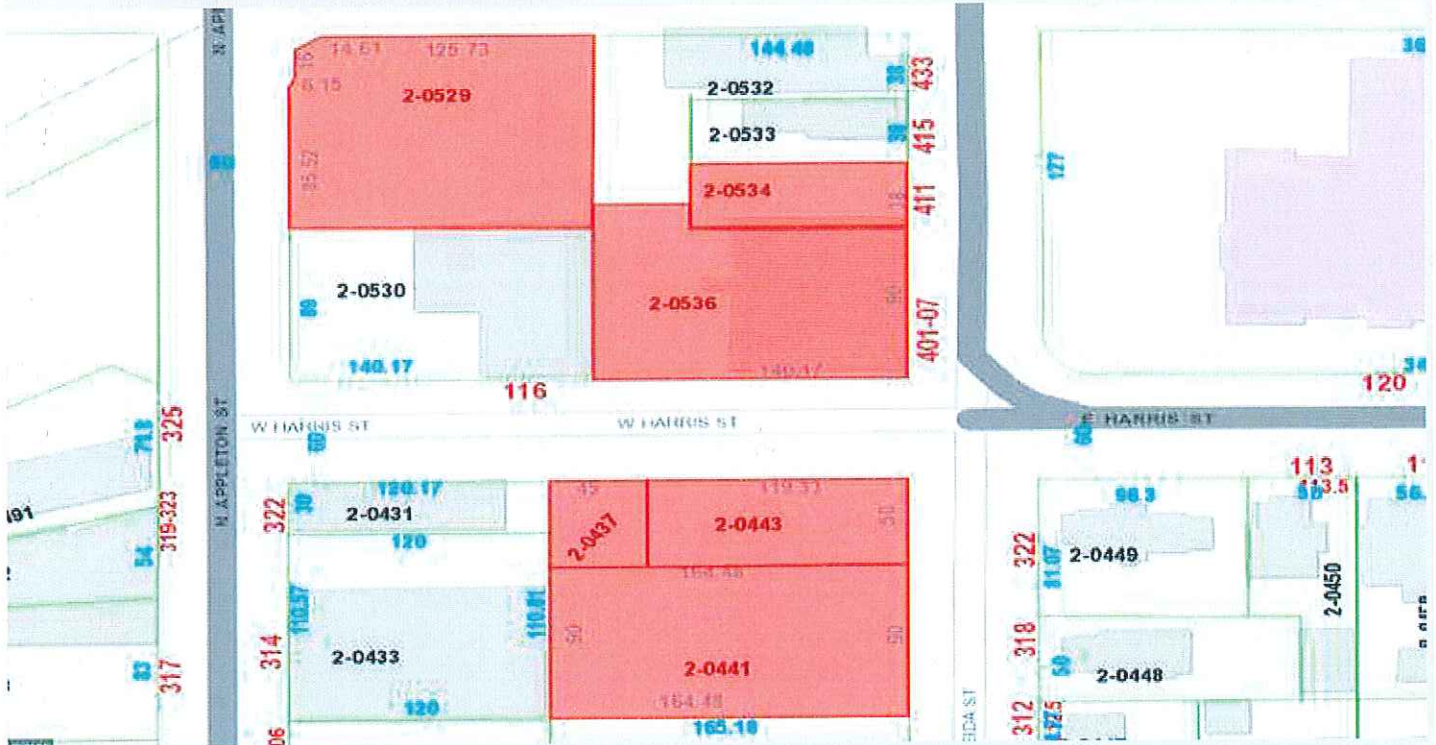
920.560.5069 • mikep@naipfefferle.com

THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM SOURCES BELIEVED RELIABLE, HOWEVER, NAI PFEFFERLE MAKES NO GUARANTEES, WARRANTIES, OR REPRESENTATIONS AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE PRESENTATION OF THIS PROPERTY IS SUBMITTED SUBJECT TO ERRORS, OMISSION, CHANGE OF PRICE OR OTHER CONDITIONS, PRIOR SALE OR LEASE, OR WITHDRAWAL WITHOUT NOTICE.

200 E. Washington Street, Suite 2A
Appleton, WI 54911
920.968.4700
naipfefferle.com

For Sale

401 N. Oneida St.
Appleton, WI.

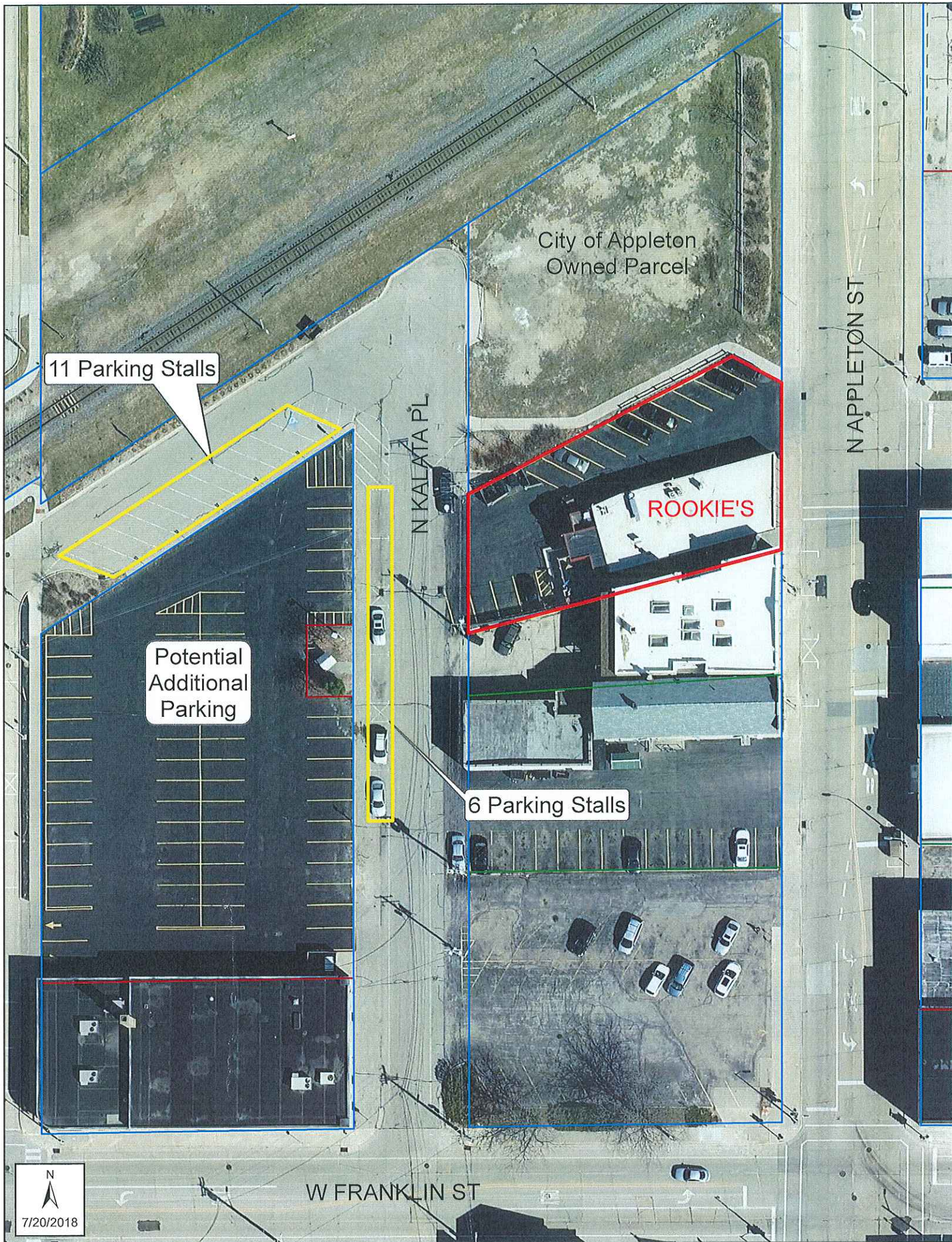


2018 Demographics

	1 Mile	3 Miles	5 Miles
Population	16,330	91,053	156,2099
Average HH Income	\$49,930	\$54,249	\$59,334
Total Households	6,504	37,572	63,643

Neighboring Businesses

Appleton Post Office	Mission Church	Transit Center	Appleton Public Library
Hoffman Corporation	Schenck	Appleton Housing Authority	The CORE
The Post Crescent	Wisconsin Connections Academy		



City of Appleton
Owned Parcel

11 Parking Stalls

N KALATA PL

ROOKIE'S

Potential
Additional
Parking

6 Parking Stalls

N APPLETON ST

W FRANKLIN ST



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43 (x) ----- Date ▲
44 Buyer's Signature ▲ Seller's Signature ▲
45 Print name ▲ Print name ▲

46 This Amendment was rejected -----
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

NAME OF CEMETERY:

Riverside Cemetery

LOCATION OF CEMETERY:

714 N. Owaissa Street, Appleton, WI 54911

(Street/Road Address and Town, Village or City)

CONTACT PERSON:

LeAnne Plumb

920-733-5629

(If questions regarding this submittal)

(Name)

(Phone)

1. Is perpetual care included in a lot purchase in your cemetery? YES NO
(Please attach a copy of the perpetual care agreement)
2. How many of the veteran graves **DO NOT** include a perpetual care agreement? _____
3. If perpetual care is not included, is **care cost charged to all grave lot owners**? YES NO
1. *Cost per grave upkeep per grave lot \$ 3.00
(Eligible costs divided by total # of grave lots within entire cemetery)
2. Number of soldier's graves not covered under perpetual care X 591
(Including spouses & women's auxiliary)
3. Requested reimbursable expense for care of soldier's graves \$ 1773.00
(Including spouses & women's auxiliary)
4. Did you provide an up-dated listing of the veteran's names? Yes _____ No _____

We, the officers of Riverside Cemetery Association, hereby certify that the upkeep and care of each grave is \$ 3.00, that the assessment is in compliance with ss 157.11(7)(a), and ss157.11(7)(b), and is no more than the charge made for the care of other graves, and that such graves are receiving proper care.

It is further certified that suitable care of said graves has not been provided by perpetual care, private funds, or the cost for grave upkeep has not been collected as part of the funeral expenses, or otherwise.

7-19-2018

Date

Chris Hartwig

Cemetery Association President

Charles Siekman

Cemetery Association Secretary

Mark Savides

Cemetery Association Treasurer

At a regular meeting of the Town, Village, City of _____ held on _____, the above charges were approved for payment.

Municipal Clerk

Date

Send Check to:

Riverside Cemetery

714 N. Owaissa Street

Appleton, WI 54911

*Cost includes maintenance of grave and tombstone; i.e. grass cutting, weed trimming, leveling of tombstone.

Burial Report

Date Printed: 07/19/2018

<u>BURIAL ID</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>BURIAL DATE</u>	<u>INTERRED</u>	<u>FILE NUMBER</u>
BUR-1-005-3875	M 81 X 171	Cremation (In-Ground)	07/18/2017	Parker, Ronald A.	1814
BUR-1-005-3832	D 1 X 19	Cremation (In-Ground)	07/21/2017	Schoen, William	1174
BUR-1-005-3808	33 51 X 11	Cremation (In-Niche)	07/24/2017	Reetz, Wayne	2299-A
BUR-1-005-3837	23 48 S 4	Cremation (In-Ground)	07/28/2017	Schroeder, Arthur	914
BUR-1-005-3525	4 2 X 10	Cremation (In-Ground)	08/04/2017	Ramsay, William	2323-A
BUR-1-005-3884	28 6 X 12	Standard	09/01/2017	Olson, Alton Arthur	2259-A
BUR-1-005-3894	32 8 X 9	Standard	09/06/2017	Neveau, Alfred G.	2304-D
BUR-1-005-3897	25 30 N 6	Standard	09/12/2017	Kohl, Charles	946
BUR-1-005-3903	MAUS 202 5 A	Cremation (In-Niche)	09/23/2017	Stephan, John J.	11221
BUR-1-005-3936	7 28 X 3	Cremation (In-Ground)	10/19/2017	Allinger, Don	144-B
BUR-1-005-3964	33 47 X 11	Standard	11/06/2017	Marcinek, Robert	1105-A
BUR-1-005-3974	S 20 X 7	Cremation (In-Ground)	11/11/2017	Van Zealand, Larry	640-C
BUR-1-005-3982	S 33 X 7	Cremation (In-Niche)	11/15/2017	Griffin, Gary	1431-M
BUR-1-005-3987	27 32 X 7	Cremation (In-Ground)	11/17/2017	Koestner, Robert	2228-B
BUR-1-005-3994	MAUS 202 3 H	Cremation (In-Niche)	11/22/2017	Lee, O. Richard	11272
BUR-1-005-4013	31 28 X 6	Standard	12/09/2017	DeFord, Rodney	2377
BUR-1-005-4157	S 4 X 7	Standard	12/11/2017	Lenz, William C.	2262-A
BUR-1-005-4017	33 41 X 4	Standard	12/12/2017	Lenke, Howard	1103

Date Printed: 07/19/2018

Veteran Burials - July 1, 2017 through June 30, 2018

<u>BURIAL ID</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>BURIAL DATE</u>	<u>INTERRED</u>	<u>FILE NUMBER</u>
BUR-1-005-4020	M 49 X 135	Standard	12/22/2017	Nygaard, Erick Dan	1814
BUR-1-005-4028	33 53 X 8	Standard	01/08/2018	Hansen, Allen J.	2299-C
BUR-1-005-4105	21 39 X 6	Standard	02/17/2018	Conn, Timmy Alan	2572
BUR-1-005-4122	25 25 N 7	Standard	03/05/2018	Zuehlke, Maryln	941
BUR-1-005-4134	S 32 X 11	Standard	03/19/2018	Lor, Nhia	1431-B
BUR-1-005-4164	29 11 X 3	Standard	04/09/2018	Schultz, Donald	1029
BUR-1-005-4185	31 18 X 3	Standard	05/17/2018	Sabater-Tirado, Frank	680-A
BUR-1-005-4206	S 58 X 12	Cremation (In-Ground)	06/05/2018	Walter, Robert	2084-A
BUR-1-005-4207	M 57 X 143	Cremation (In-Ground)	06/08/2018	Clements, Douglas	1814
BUR-1-005-4208	V 45 X 10	Cremation (In-Ground)	06/09/2018	Tracanna, Peter N.	1308-B
BUR-1-005-4210	MAUS 102 6 L	Standard	06/11/2018	O'Brien, George, Jr.	10153
BUR-1-005-4217	3 3 X 7	Standard	06/13/2018	Schroeder, Robert D.	65-B
BUR-1-005-4219	16 44 X 9	Cremation (In-Ground)	06/14/2018	Burton, Norman John	606
BUR-1-005-4225	19 47 X 8	Standard	06/16/2018	Iorstad, Jerome L.	2307
BUR-1-005-4237	O 6 E 10	Cremation (In-Niche)	06/21/2018	Groth, Norman C.	1945

TOTAL BURIALS: 33



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

OFFICE OF THE MAYOR

Timothy M. Hanna
100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6400 FAX (920) 832-5962
e-mail: mayor@appleton.org

TO: Members of the Finance Committee

FROM: Chad Doran

DATE: 07/20/2018

SUBJECT: Action: Acceptance of \$15,000 grant from Octoberfest for Public Safety UAV

Committee members,

We recently applied for and received a \$15,000 grant from Octoberfest for the purchase of an Unmanned Aerial Vehicle (UAV) that we plan to use primarily for public safety purposes. We currently have a team of seven FAA certified drone pilots and two drones. However, neither of the two drones we currently own have the capability to fly in adverse weather conditions. They also lack the ability to carry an infrared camera that is a valuable public safety tool.

The UAV we are looking at purchasing is able to fly in any weather conditions and does have the ability to carry an infrared camera. It can also be used by our other pilots for city projects, but this UAV will be housed at APD and ready at all times for any sort of emergency. The total cost of this project is roughly \$27,000. Thanks to the generosity of the Octoberfest committee, we are more than halfway to making this a reality. We are still seeking other grant opportunities to cover the additional cost as well.

The UAV will be able to be deployed in search and rescue operations, standoff situations, fires, natural disasters and other types of citywide emergencies. We will be the only community in the Fox Cities with the capability to fly a drone in any weather conditions with this tool, which we believe can also be flown through mutual aid agreements to assist other communities in an emergency as well.

In addition, the drone will also be used for monitoring crowds at large-scale events, like Mile of Music, parades, Octoberfest and other events deemed necessary.

Please contact me at 832-5814 or chad.doran@appleton.org with any questions.



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

Water Treatment Facility
2281 Manitowoc Rd.
Menasha, WI 54952
920-997-4200 tel.
920-997-3240 fax

TO: Chairperson Kathy Plank and Members of the Finance Committee

FROM: Utilities Director Chris Shaw

DATE: Thursday, July 19, 2018

RE: *Change Order #1 from Van Ert Electric Company, Inc., in the amount of \$888.21 for the #3 and #6 VFD High Service Pump Project resulting in the construction contract being increased from \$6,225 to \$7,113.21*

BACKGROUND

The #3 and #6 VFD High Service Pump Project equipped two of the water plant's six high service pumps with variable frequency drives (VFDs). The pumps were not being used prior due to being fixed speed. With VFDs installed the pumps will be able to match distribution demand.

CHANGE ORDER #1

Change Order #1 is the final change order for this project. The cost includes electrical wire, lugs for the two pumps. There was also a delay in schedule due to the engineering review and turn around on building the VFDs. As a result labor rates increased \$126.56 from the original quote in 2017.

SUMMARY

The #3 and #6 VFD High Service Pump Project has come to completion. Change Order #1 increases the contract \$888.21. The pumps are now in service and the warranty period has begun. If you have any questions, regarding this project please contact me at 997-4200.

FINANCE DEPARTMENT

MID-YEAR REVIEW

All figures through June 30, 2018

Significant 2017 Events:

- Completed preparation of the 2018 Budget
- Completed and filed new State TIF reports
- Worked with City's consultant to develop a private financing plan for the financing of the Fox Cities Exhibition Center
- Continued set-up, testing and training of Tyler Munis ERP system
- Worked with Compensation Committee to revise the pay-for-performance allocation methodology
- Participated on financing sub-committee related to the construction of a sports facility in Grand Chute
- Recruited, interviewed and hired a new first floor Customer Service Accounting Manager
- Worked with the Community & Economic Development Department in establishing TIF's 11 & 12
- Issued \$14.170 million of G.O. notes and \$5 million of Stormwater revenue bonds
- Renewed short-term loan agreement with the Appleton Area School District and provided loans to meet their short-term cash flow needs
- Amended the agreements related to the issuance of Enterprise Zone bonds for Foremost Farms
- Worked with other City departments and developers in finalizing development agreements with US Venture, the Zuelke building and North Edgewood Estates
- Completed the conversion of commercial recycling billing for general A/R to utility invoices
- Completed conversion of billing in hundred cubic feet to thousand gallons

Significant 2018 Events:

- Worked with City's financial consultant and bond counsel to develop a financing plan through the Redevelopment Authority to issue bonds to finance the Fox Cities Exhibition Center; the bonding transaction was completed on May 1, 2018
- Participated in interviews and aided in the selection of a developer for a mixed-use library facility
- Recruited, interviewed and hired a new Deputy Finance Director
- Made the final payment on the outstanding bonds for the Fox Cities Performing Arts Center and worked with escrow agent and bond counsel to ensure all excess proceeds were distributed according to established intergovernmental agreements
- Completed and filed the State hotel room tax report
- Worked with City consultant to perform arbitrage calculations for all outstanding Stormwater bond issues
- Completed and filed the annual State TID Reports
- Completed the 2017 audit with an unqualified audit opinion on the financial statements and no audit findings
- Completed State Financial Report Form B
- Began the 2019 budget process
- Continued ERP system implementation – general ledger, accounts receivable & general cash receipting, accounts payable – and began the payroll and human resources phase
- Added customer numbers to utility billing accounts for Aquahawk (on-line customer water monitoring system) set-up within privacy rules
- Trained new Customer Service Accounting Supervisor
- Increased purchasing card transaction volume to achieve an annual rebate of \$83,781, an increase of 20% over 2017
- Changed purchasing card provider to US Bank for a projected future rebate increase of an additional 20%.

Major objectives for 2018:

- Complete the 2019 budget
- Complete the issuance of G.O. note and Water and Wastewater bond issues
- Convert the City's general ledger, accounts receivable and accounts payable packages from JD Edwards to Tyler Munis

Budget Performance Summary

<u>Program</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>
Administration	73,686	157,663	46.7
Customer Service	39,665	106,185	37.4
Support Service	<u>311,465</u>	<u>627,804</u>	<u>49.6</u>
Total	<u>424,816</u>	<u>891,652</u>	<u>47.6</u>

	2016	2017	2018		
<u>Program/Criteria</u>	<u>Actual</u>	<u>Actual</u>	<u>Target</u>	<u>1st Half</u>	<u>Projected Actual</u>
<u>Administration</u>					
<u>Client Benefits/Impacts</u>					
Trained staff					
% of staff adequately trained	88%	91%	100%	97%	100%
<u>Strategic Outcomes</u>					
Improved program performance					
# of recommendations implemented	4	3	5	2	5
<u>Work Process Outputs</u>					
Training conducted					
Hours of training per employee	28	27	20	10	20
Procedure manuals updated					
% of manuals rated current	85%	89%	95%	89%	90%
<u>Billing & Collection Svc</u>					
<u>Client Benefits/Impacts</u>					
Accurate, understandable statements					
Billing adjustments required	923	755	900	340	800
<u>Strategic Outcomes</u>					
Asset safeguarding					
Receivables/Receivables Aging, % current	65%	64%	65%	55%	65%
Service turnoffs	124	59	50	12	50
<u>Work Process Outputs</u>					
Financial transaction processing					
Receipts posted	197,346	205,653	210,000	101,068	210,000
Manual	157,505	163,435	168,000	80,047	168,000
Automated	39,481	42,218	42,000	21,021	42,000
Automated receipts, % of total	20%	21%	20%	21%	20%
Credit card payments received					
Property Tax	359	1,049	n/a	662	1,200
Parking Citations	4,678	5,823	n/a	3,231	6,000
Utility Billing	0	4,200	n/a	4,847	8,000
Information response					
% staff trained in customer service	100%	100%	100%	100%	100%
<u>Support Services</u>					
<u>Client Benefits/Impacts</u>					
Accurate and timely financial statements					
% months closed within 10 working days	75%	92%	92%	83%	92%
# of items received after cutoff	27	36	10	29	50
<u>Strategic Outcomes</u>					
Financial integrity of programs maintained					
# of auditor's compliance issues	0	0	0	0	0
Asset/resource safeguarding					
Bond rating	Aa1	Aa1	Aa1	Aa1	Aa1
<u>Work Process Outputs</u>					
Financial transaction processing					
Avg. # journal entries made monthly	278	244	300	102	250
Avg. # of A/P checks issued monthly	566	525	600	478	550

LEGAL SERVICES DEPARTMENT

MID-YEAR REVIEW

All figures through June 30, 2018

Significant 2018 Events:

The Legal Services Department has been engaged in a number of matters through the first half of 2018. Below are some of the highlights for the first half of the year:

City Attorney's Office:

- Continued to work with the Department of Public Works and the Parks, Recreation and Facilities Management Department regarding railroad trestles and trails near the Fox River.
- Through May 19, 2018, staff has represented the City in 2,821 scheduled initial court appearances, 49 scheduled jury and court trials and 1,517 scheduled pre-trials/jury trial conferences or motion hearings.
- Represented the City in truancy court both at the courthouse and by travelling to each of the high schools and middle schools multiple times each month.
- Actively engaged in litigation including defense of a variety of lawsuits. Staff resolved a number of matters through mediation, dispositive motions or negotiated settlement.
- Worked with outside counsel on pending worker's compensation and duty disability claims. Worked with outside counsel to prepare a defense and ultimately negotiate resolution of a potential high exposure claim.
- Continued to assist outside counsel and monitor work of outside counsel in matters pending in Federal Court.
- The financing of the Exhibition Center took numerous unexpected turns. This office was involved in the review of the bond documents which were put together to bring the financing to a conclusion.
- Assisted the Police Department with investigation of an employment matter and worked cooperatively with outside counsel to resolve the issue.
- Provided training regarding HIPPA issues.
- Worked cooperatively with a number of departments in trying to negotiate for a project on the former K-Mart site, prepare a development agreement and bring it before the Council for approval.
- Mediated the lawsuit against the Village of Fox Crossing regarding its incorporation of property subject to an existing boundary agreement and came to a negotiated settlement.

- Worked with Finance and Human Resources to coordinate necessary steps as a result of the U.S. Supreme Court's decision in *Janus* requiring specific consent of union members to withhold dues from their paychecks.

City Clerk's Office:

- Successfully conducted two regularly-scheduled elections.
- Successfully and responsibly administered two special elections by consolidating polling places, and combining notices with other affected jurisdictions.
- Worked with Outagamie County to effectively program election equipment and set-up ballot styles.
- Streamlined the election returns process by revising forms, envelopes, and instructions.
- Incorporated Election Inspectors into the Seasonal Pay Plan.
- Worked with the Human Resources Department to create online job posting/applicant screening for Election Inspectors through the Neogov platform.
- Thoroughly trained Election Inspectors on new election equipment and Election Day procedures.
- Conducted WisVote user training for neighboring jurisdictions.
- Conducted numerous Baseline Chief Inspector Trainings for Clerks and Election Inspectors throughout the State.
- Selected a platform for electronic record management and began planning for implementation.
- Developed agreements for facilities used as polling places.

Performance Data:

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Administration</u>	<u>Client Benefits/Impacts</u>					
	Timely legal information is provided upon which Alderpersons and staff members can make decisions. Meet time frame of requester.	100%	100%	>100%	100%	100%
	Contracts are reviewed in a timely manner to allow performance to proceed. # of performances delayed due to review not being completed.	0	0	0	0	0

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
	The City will acquire necessary real estate within the time period requested by the department heads making the request. Projects will not be delayed due to real estate acquisition issues. # of projects delayed.	0	0	0	0	0
	<u>Outcome</u>					
	Prompt Service: % of external customers surveyed rating service acceptable or better	100%	100%	100%	New PM – no data	100%
	# of surveys returned	42	60	30	17	30
	Acquisitions are made in a manner acceptable to both the property owner and to the City. # of contested condemnation cases.	0	1	0	0	1
	<u>Outputs</u>					
	Written opinions issued.	7	37	5	10	20
	Ordinances reviewed.	104	84	100	62	100
	# of real estate transactions.	91	103	20	5	10
	Staff training; # of hours of staff training	74	104	70	36	100

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Litigation</u>	<u>Client Benefits/Impacts</u>					
	Active participation by this office will minimize the number of claims against the City.					
	# of claims filed against the City.	63	73	<100	40	<100
	<u>Outcome</u>					
	Dispute avoidance.					
	# of suits filed against the City.	12	5	0	4	5
	Minimize cost of settlements.					
	\$ value of settlements and judgments.	\$19,644	\$56,160	<\$50,000	\$13,247	<\$50,000
	Minimize use of outside counsel.					
	# of cases.*	0	0	0	1*	1
	<u>Outputs</u>					
	Most cases handled will be handled by the City Attorney staff.					
	# of cases handled by staff.*	100%	100%	100%	75%*	75%

*Currently one Federal matter is being handled by outside counsel due to CVMIC recommendations

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Recordkeeping</u>	<u>Client Benefits/Impacts</u>					
	Retrieval of information.					
	% of same day responses	93%	97%	95%	95%	95%
	1 week retrieval for detailed requests	7%	3%	5%	5%	5%
	<u>Outcome</u>					
	Legal requirements are met.					
	# of legal challenges sustained	0	0	0	0	0
	<u>Outputs</u>					
	# hours maintaining records	960	1,280	950	600	950

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
	# of requests for information	133	136	150	49	150
	# of publication notices	225	188	265	67	265
	# of ordinances adopted	104	84	100	62	100

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Licensing</u>	<u>Client Benefits/Impacts</u>					
	# Licenses sent for Committee/Council approval	90%	98%	100%	New PM – no data	775
	% of surveys returned with rating of Acceptable	100%	100%	100%	100%	100%
	<u>Outcome</u>					
	Statutory and ordinance compliance of all licenses issued. # of legal challenges	0	0	0	0	0
	<u>Outputs</u>					
	License applications processed.					
	# of beer/liquor licenses issued	211	209	213	213	213
	# of operator licenses issued	782	1,094	600	253	600
	# of general licenses issued	470	431	500	342	500

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Elections</u>	<u>Client Benefits/Impacts</u>					
	# of voter status changes	13,637	3,857	2,600	755	2,600
	# of voter registrations processed	11,740	284	4,000	935	4,000
	# of absentee ballots issued	20,550	1,354	12,000	2,778	12,000
	<u>Outcome</u>					
	Fair and accurate election process. # of legal challenges	0	0	0	0	0
	<u>Outputs</u>					
	# of election votes cast	77,438	11,899	56,000	17,501	56,000
	# of registered voters	45,100	35,824	42,000	37,492	42,000
	# of election administered	4+recount	2+Nov Spec	2	4	6
	% of staff trained at each election	95%	96%	100%	100%	100%

<u>Program</u>	<u>Criteria</u>	<u>Actual 2016</u>	<u>Actual 2017</u>	<u>Target 2018</u>	<u>Actual 2018</u>	<u>Projected 2018</u>
<u>Mail/Copy Services</u>	<u>Client Benefits/Impacts</u>					
	Accurate photocopy services. Remake of request	0%	0%	1%	0%	0%
	<u>Outputs</u>					
	# of pieces of outgoing mail	133,031	109,243	140,000	66,023	140,000
	# of packages handled	220	146	265	63	265
	# of copies made in mail center	790,073	600,011	800,000	441,029	800,000

**less June count*

Areas of Primary Concentration for the remainder of 2018:

We will continue working with other departments in the City to ensure that City projects run smoothly and there is no delay in project completions.

The City Attorney's Office will continue to vigorously defend the City of Appleton in actions filed against the City of Appleton.

We will continue to assist, guide and advise City staff from all departments as well as elected officials on legal matters in a timely fashion.

Assist outside counsel with defense of various pending legal matters.

The City Clerk's Office will strive to efficiently serve and assist voters in two high-turnout elections.

The City Clerk's Office will conduct Granicus User Training to ensure accurate meeting agendas and minutes.

Budget Performance Summary

Please see the attached FASTR report.

City Law A17-0353

83500
TEACHERA
MIDYER LGL

City of Appleton
Legal Services
Summary Budget to Actual Report
For the Six Months Ending June 30, 2018

1
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Description	Year to Date Expense	Full Year Amended Budget	Percent of Amended Budget
Legal Services Administration	165,389	342,180	48.3 %
Litigation	91,896	208,559	44.1 %
Real Estate	0	0	.0 %
Recordkeeping	46,886	110,136	42.6 %
Licensing	30,909	68,880	44.9 %
Elections	86,278	286,008	30.2 %
Mail / Copy	77,286	180,949	42.7 %
Total	498,644	1,196,712	41.7 %

July 23, 2018

July 23, 2018

Mid-Year Events:

Marketing:

-
- Appleton CITY GUIDE**
Your Guide to Appleton City Services
MARCH - SEPTEMBER 2018
VOLUME 17
- NEW! THE CITY GUIDE!**
LEARN ABOUT APPLETON'S HISTORY AND CULTURE
FOR NEW & EXISTING RESIDENTS & VISITORS
A FREE MAGAZINE
Available at the Appleton Public Library
100 S. Washington Ave., Appleton, WI 54911
www.appletoncityguide.com
Available on our Social Media
- ADDITIONAL PAGES & INFORMATION AVAILABLE**
Gardening & Horticulture
Travel & Recreation
Community Events
Education Information
Library Programs
Chapman Learning Tree City Guide
- FINES/PAYMENTS PROGRAMS**
Parks, Trails & Recreation
Public Works & Sanitation
Special Events & Shows
Sports Leagues & Camps
Northwoods Programs & Activities
- AVAILABLE ON OUR SOCIAL MEDIA**
Facebook
Twitter
Instagram
- Official publication of the City of Appleton | 100 S. Washington Ave., Appleton, WI 54911 | www.appletoncityguide.com

- Staff have been diligently planning program/event information for the winter/spring guide. The guide information was due in the beginning of July and we are currently working with the Mayor's office on final details before submitting it to the printer.
- In April we rolled out our "Would you Rather Wednesday" series. This has been a fun way to engage people on our Facebook page.
- May 17th Recreation Manager Niki Wendt did our first ever Facebook Live question and answer session. The topic was the summer playground program. Individuals could comment in on our Facebook page about their questions and she would answer them live. The video has had over 2,500 views.
- To advertise for the pool opening, Recreation Programmer Kabel Helmbrecht agreed to do a spoof video from Anchorman. We have had over 8,200 views on this video.
- We added a new section on our website called Friends of the Memorial Park Gardens. This is the section that will be showcasing some of the plants out in the gardens and listing "What's Blooming".
- Recreation Programmer Nate Baldwin was a monthly guest with host BJ DeGroot on WHBY Radio's "WHBY Sports Night" during the first half of 2018. Segment provides us with an opportunity to establish APRD as a local authority on youth sports topics, and highlight the philosophy and offerings of the department.
- Recreation Programmer Kabel Helmbrecht was a guest on the Good Neighbor show with Kathy Keene on WHBY, Monday, June 25. He talked about what it takes to become a lifeguard and important water safety tips.
- New lobby signage and décor were added to Erb Pool to provide patrons with information regarding the pool as well as a historical aspect displaying all three pools that have been located at Erb Park. Some additional slide height requirement signs and lifejacket signage provided patrons with clear rules and regulations all while showing a "fun" side with drip and drop providing the rules.
- Staff worked with TS to resolve monitor problems behind the front desk at Erb Pool. Ended up provided a remote desktop that could be controlled from the office while displaying information on the monitor in the lobby.
- Staff members collaborated to re-do the preschool page on our website. There is much more detailed information about the programs with more photos to show the space/programs we offer at our Appletots Learning Center.
- Marketing materials were created for the pools such as signage, a tri-fold brochure for rental information, and website updates on the pool pages.
- We worked with TS Department on WIFI issues we were having at Erb Park. Now all patrons and staff have the ability to access free wireless while enjoying Erb Pool.



Community Partnerships:



- Renewed our partnership with the Milwaukee Bucks to provide TWO one-week youth basketball camps during the summer of 2018 to the Appleton community.
- Engaged in sponsorship negotiations with Engage Orthodontics as a lead sponsor of our 2018 Youth Baseball / Softball league.
- Collaborated with head soccer coach at Fox Valley Lutheran High School to better target FVL grade

school children for involvement in our fall soccer program. They view this as a better alternative to creating / managing their own club level program for grade school students.

- 9Round is a new fitness partnership for our division. 9Round offers circuit style kickboxing classes for adults. The best part of this partnership is that we are able to offer these classes at a discount! These classes will kick off in April.
- Worked with Julie Wisneski from Aurora Healthcare, who is a nutritionist who does community outreach Nutrition programs to start to offer free nutrition classes for the city at the Scheig Center.
- Developed a new partnership with Board and Brush for new adult and children's enrichment workshops that started in May at their studio in downtown Appleton.
- Staff worked with Joe Martin to collaborate on the Bird Festival in May at the Scheig Center.
- New partnership with ADI to be involved in their Creative Kids Events for the summer.
- Worked with Jennifer Zachek from Zumbini (a kids Zumba instructor) to develop kids Zumba classes.
- Worked with Karrie Kadolph who is in charge of the summer school programs for AASD to develop a partnership where we would have a transition from the summer school program to our Playground Program. There are currently 11 schools that offer a summer school program that are within walking distance to one of our Playground sites. Our goal with this is to increase attendance in both our programs as it will allow working parents an option to have their kids in both programs and not have to worry about the transition during the middle of the day.
- We offered a winter Futsal program in partnership with Challenger Sports but only had 1 child register so unfortunately had to cancel the program.
- We are partnering with the Library to get books in our playground program sites for kids to check out and bring back (similar concept to free little library). Our hope is to keep kids reading throughout the summer and to use our program as a direct channel to reach kids.
- Worked with Appleton Police Department, Gold Cross, and Appleton Fire Department to provide Emergency Procedures Training at Mead and Erb Pools.
- Continue work with Neenah and Menasha Parks and Recreation Departments and the YMCA of Fox Cities for the annual senior games which will be held at Riverside Park in Neenah this year. This group meets monthly in preparation for this event.

- Fleet Feet Sports – we continue to partner with Fleet Feet Sports, Mom’s Run this Town, Community First Fox Cities Marathon on the Appleton Kids Fun Runs.
- June 14th we wrapped up our three-week adult photography class in partnership with Debbie Daanen Photography.
- We continue our partnership with Empower Yoga to offer Yoga in the Park on Wednesday evenings throughout the summer.
- We are in the third year of our partnership with Backyard Hackers, where kids ages 5-14 sign up to learn about code by coding, scratch, app creation, Minecraft (computer programming type programs).
- Appleton United Lacrosse to offer an introduction to lacrosse camp for kids at the Scheig Center Event Grounds. This is the second year of our relationship.
- Partnered with the Police Department to provide a presentation for summer Playground Leaders on creating a safe environment for our participants and what to look for at their park that might be suspicious behavior.
- Margaret Collett offered a new Small Group Fitness Training with a Personal Trainer.
- Once again we are partnering with the Appleton Public Library on their summer reading program. We have developed some “missions” for the readers to complete that incorporate either our parks or programs so we are hoping to see another great response this summer.
- This year we are continuing our partnership with the Building for Kids and the Appleton



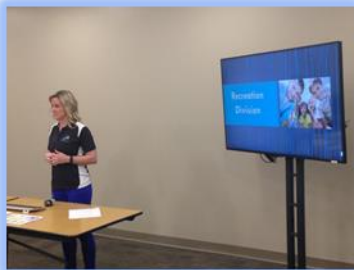
YMCA to host the 9th annual Children’s Week. We have been busy with preparing for our kick-off party that will occur the first day of Children’s Week and will be incorporated with our kid’s fun run.

- Continued partnership with the Fox Valley Rowing Club to offer Learn to Row Classes held at the Telulah Park Boat Launch
- Continued partnership with Mountain Bay Scuba to offer Discover Scuba and Snorkeling classes at Erb Pool.
- Saturday, April 28th we had our first class with our new partner – Budding Chefs. This is a kids cooking class where parents come with their young child and participate in fun/interactive cooking lessons.
- Staff worked with the Pickleball community to set up a Pickleball event for Wednesday, May 2 at Summit Park. Individuals were invited to come and participate in a quick “learn to play” session. Six individuals attended this event.

Community Outreach:

- On January 10th Chelsey attended the Fox Valley Technical College’s Fitness Fair.
- Kabel attended a summer resource fair at McKinley on March, 20. He was able to give out resources and talk to attendees about summer and fall programming coming up.

- Chelsey attended an event for the PTO of Huntley Elementary school on Tuesday, March 13. She provided a presentation where she was able to highlight some of our programs we provide...mostly geared towards summer opportunities.
- Chelsey and Niki attended the Your Future Live Event on Thursday, March 15 at the Exhibition Center. This was put on by the chamber and they invited local high schools to attend to have their students talk to local professionals regarding career awareness. There were approximately 2,500 students who attended. This event was a great opportunity to recruit for summer seasonal staff.
- Recreation staff was present at the Fox Cities Kidz Expo event on Saturday, April 14th from 9:00 a.m. – 3:00 p.m. that was held at the exhibition center and was put on by the Appleton-Fox Cities Kiwanis. They estimated there was approximately 2,000 in attendance for the event. There were less people this year due to the snow storm occurring during the event. Being present at these community events is always a great opportunity for us to promote our services/facilities and pass along program information.
- Nate attended a community day at Columbus School on April 17 to talk with school families about upcoming programming opportunities for the children.
- Nate worked with the varsity soccer coaches at Fox Valley Lutheran High School to provide a targeted message and marketing materials to elementary school students and their families regarding youth soccer opportunities with APRD.
- Kabel attended the Summer School sign-up event at Johnston Elementary on April 18 where he provided information to the public about upcoming programs, parks, and distributed Appleton City Guides.



- Niki participated in our second Citizen's Academy training and was able to talk about the Recreation Division with the participants on April 19.
- Nate met with founder Shannon Kenovan of Fox Valley Voices of Men to explore ways to incorporate concepts of discrimination prevention, sexual violence prevention and "healthy manhood" into our youth sports curriculum and coach trainings.
- Nate and intern Emily Wypiszynski met with Liz Menzer of Special Olympics of Wisconsin in June to discuss opportunities and funding available as we consider launching inclusive / UNIFIED programming targeted towards our local special needs community.
- April 12 Kabel attended a summer school registration kick-off at Johnston Elementary School.

Program Development:

- Our youth sports programs continue to gain attention and see success. We were excited



when the individual behind the Changing the Game Project reached out to us to provide information for an article he was creating. Appleton was featured in his national blog/website which brought great PR to our youth sports program and our philosophies towards youth sports. It even led to an article printed in the New York Times. To piggy back on this, our youth basketball leagues saw a 23% increase from 2017 to 2018 and our youth baseball, softball, t-ball saw growth for the fourth year in a row with an increase of 7.2% (with 864 participants).

- In the second quarter of 2018, we introduced our first league opportunity through our new Teen Core program. Coinciding with the youth baseball / softball season, our 7th and 8th graders have been given an opportunity to play and compete on a weekly basis, playing a co-ed version of softball. The program received the most enthusiastic participant response to date, with 32 teens registering / participating in the program. Feedback has been extremely positive from both participants and families, and momentum seems to be building for the addition of future events, leagues and experiences. We have also noticed a residual interest amongst our 5th & 6th grade participants, who appear to be watching the teen program with great interest, as they consider future participation.
- New in 2018 was the creation of an adult Pickleball League. This league is held at Summit Park on Tuesdays and Thursdays and saw 24 people register for novice, intermediate, and advanced divisions. The league is a mixed doubles format where each participant plays 3 games per day switching partners after each game. Standings are kept on total points scored throughout the season. So far, the participants have really enjoyed this league and we will look to grow this program in the future.
- The pools saw a very busy start to the season with the warm weather. Surprisingly the attendance at Mead Pool increased from 2017 which we were anticipating to go down with having both pools open at the start of the season. Swim lessons saw an increase as well with Erb Pool seeing its highest enrollment to date. We were also able to welcome back the Fox Cities Classic Swim meet in mid-June which went really well.
- In April we offered our first “spring” Chicago Trip. Like our fall trip, this trip was met with much excitement as we had two full coach busses for the event. We are looking forward to more adult trips coming later this summer and fall.
- We were excited to offer new programs this year in partnership with local businesses/organizations. Some example of our new partnerships are Board and Brush, 9Round, Budding Chefs, Steve’s Leaves, Zumbini, and nutrition classes in partnership with Aurora Health. These partnership programs allow us to offer more recreational opportunities to the community with no impact on the budget.



- Our Unity Dance Academy held their annual recital the weekend of March 23-24. This year the recital was held at a new location. After years of hosting the recital at Xavier High School we moved to North High School for our event. We had over 500

participants take part in the recital and sold over 2,160 tickets between the shows.

Parks & Grounds

Contracted Projects

- Phase 3 of the Scheig Center was completed. This included the removal of pavers, installation of drainage, stamped concrete, new lighting and landscaping.



- Design for the replacement of basketball and tennis courts at Linwood Park
- Design and planning of Lower Telulah Park trail, trailhead parking, and lighting

- Design of Ellen Kort Park grading plan, multi-use trail, and lighting
- Design of the Jones building baseball complex and grounds improvements at Memorial Park
- Corrected issues with the Erb tennis courts
- Completed the Lutz Park River Trail and shoreline improvements
- Phase two improvements and repairs were completed to the Telulah skate park
- Applied Ecological Services performed invasive removals in Telulah and Memorial Parks

Special Events

- Ultimate Baseball Tournament
- Miracle League opening day and Special Olympics
- Little League opening day
- Triple Crown 32 team softball tournament
- South Appleton Rockers 48 team softball tournament
- Northside Sizzle tournament 32 team softball tournament
- Sierra Club Hike and Sole Burner
- Birdbath and Fox Cities Classic swim meets
- Memorial Day and Flag Day Parades
- Houdini Plaza and Jones Park Thursday concert series
- Mash Blood Drive Houdini Plaza
- Civil War Reenactments at Woodland, Pierce and Erb Parks
- Appleton Food Truck Rally Pierce Park
- Things that Go Pierce Park
- Juneteenth African heritage celebration City Park
- Latino fest
- Butterfly Festival City Park
- Movie on the Hill Appleton Memorial Park
- Appleton Jaycee fireworks. 20,000 people in attendance. Appleton Memorial Park
- Pierce Park Car Show
- Farmers Market and Art on the Town
- Special Olympics
- Various runs and walks

Grounds Division Projects

- Maintained 610 acres of turf
- Maintained 11.4 miles of trails
- Snow removal for Fire Stations, Wastewater, park lots, sidewalks and trails
- Installed 750 feet of drain tile installed at Colony Oaks, Meade and Kiwanis Parks
- Installed pads on the ADA walkway at Kiwanis Park
- Created a RFP, selected a vendor and design for the Jones Park playground

- Landscaping of the PRFMD building
- Installed new Park signs at Schaefer and Linwood Park. Built new signs for Arbutus, Jones and Peabody Parks
- Secured the Lawe St. trestle
- Added playground equipment to Alicia and Highview Parks
- Added an ADA accessible walkway to Lions Park
- Added grills, benches and other amenities to parks
- Drained, added structure and are beginning to restock with fish the Memorial Park pond
- Rebuilt the AMP pond fishing dock



- Built and installed a Ga Ga pit at Memorial Park



- Installed a scoreboard on Diamond 5 in Memorial Park
- Picnic table refurbishing
- 12 new picnic table assembled and delivered
- Moved a sprinkler head and installed concrete to alleviate rutting from beer trailers at Houdini Plaza
- Graffiti removal
- Installed all new information signs throughout the park system to reflect rule changes
- Prep and repaint soccer goals
- Built and installed new arbors for the Scheig gardens



- Hired and trained 18 seasonal Grounds employees for the summer
- Planted annual beds
- Landscaped the front of the Water Plant
- Installed Purple Martin houses at Lutz, Vulcan Heritage and Memorial Parks
- Ongoing invasive removal of buckthorn, teasel, Japanese knot weed, poison hemlock and garlic mustard
- Inspected and maintained 29 playgrounds
- Maintained six ice rinks
- Groomed cross country ski trails at Reid and Appleton Memorial Park
- Perform monthly safety inspections and maintenance for 29 playgrounds
- Provide softball diamond maintenance for Fox Cities Athletic Association at Appleton Memorial Park diamonds 1-7 May through August
- Provide baseball diamond maintenance at 10 parks for various youth programs
- Provide setup support for Recreational events such as the Park playground programs, Pierce Park Children's rummage sale, Movie on the Hill, Yoga in the Park, Play Ground Fair etc.
- Worked with Sculpture Valley representatives to discuss renovations to existing public sculptures

- Continued to work with major partners (Appleton Family Ice Center and USA Youth, Inc.) on contractual items, development opportunities, current operations, etc. that impact the community and user groups
- Developed 2019 operational and capital improvement program budgets

Grounds Division Collaborative and Volunteer Projects

- The Friends of the Memorial Park Gardens continued relationship for labor and expertise in maintaining the gardens
- Coordinated work days with the various Adopt a Park groups
- Working with the AmeriCorps Group with various tasks throughout parks
- Working with the Department of Correction crew to help with demolition at the Scheig Center for phase one improvements
- Coordinated with school groups, Fleet Feet, and scouting troops to pick up litter, sticks, trash clean up and Eagle Scout projects
- Working with Lawrence University with their bee project
- Assist the Facilities Division during the winter for large painting projects
- Continued sharing of equipment with the Department of Public Works

Reid Golf Course

- Golf course opened for walking only on Friday April 27th.
 - Carts were allowed on April 30th and range opened a day earlier than the course April 26th to allow for practice and finally get people to the course.
- All leagues returned to Reid in 2018. The couple's league which was introduced in 2016 is full again and this year we were able to add two couples and have a full sub list. Overall league player requests were up this year.
- Three new afternoon/evening leagues came to Reid in 2018, this has been very beneficial to make up for the lost revenue in April.
- The first two family days have been a great success filling up the tee sheet from 2:00 to twilight accounting for 89 golfers. In late 2017 Reid used Community Foundation money to purchase family markers which were installed on the edges of front 9 fairways. Permanently in place we hope it will encourage families to play more golf and grow the game. The two sets were installed at different yardages for kids to enjoy the course as their parent would.
- Junior Lesson Program increased from 66 kids in 2017 to 70 in 2018. Junior League has held constant with 2017 at 37 junior participants.



Trey working with half of this junior session on full swings.

- City Tournament was very successful, 59 golfers participated up 15 golfers from 2017. This is a positive trend which hopefully carries over to the Fox Cities Amateur in July. A price change was made for the junior portion of the FCA to try and encourage more players, only 13 juniors participated in the City portion.
- Since the golf course opened on April 27th it has been a very dry year. It has rained on only 27% of the days, mainly in May, compared to 48% of the days in 2017. Strangely enough with so few days of rain April, May and June had 1”+ surplus of precipitation from average.
- Lawrence University utilized Reid for their club golf team in the spring of 2018 joining Appleton East and North calling Reid home
- Reid hosted High School Regionals with Appleton North being the host school.
- New offerings at Reid this year include:
 - Breakfast Saturday & Sunday mornings
 - Revolving Taco night
 - Two sets of junior markers installed on edges of front nine fairways at 1395 and 1791 yards respectively



Junior marker installed.

- A second mobile credit card reader was purchased for sales on the beverage carts.
- Reduced maintained turf by 30,000 square feet, by creating a no mow area behind #14 green and left of #15 tee.

Financial Breakdown (through June 30th)

- \$375,505.62 has been run through our POS
 - Annual Passes - \$83,811
 - Pass sales have decreased by 13, but pass sale revenues have increased by \$1445.
 - Junior passes have been the largest decrease in sales, from 53 to 33. The largest decrease is in the summer pass, but the new Junior Associate pass had 8 sales which makes up most of the financial loss of less junior sales.
 - Corporate Pass Sales increased from 7 to 8 in 2018.
 - Another large increase in revenues come from the sale of discount cards. We market to leagues on purchasing and some entire leagues do. An additional 29 cards were sold this year for an additional \$870 in revenue. In the past two years discount cards sales have risen by 59 to 149 this year.
 - The final revenue increase is the sale of coupon books. An additional 15 have been sold in the first half of 2018 for \$1604 in additional revenue from last year.
 - Green Fees - \$149,999
 - Rounds are down from 13,836 in 2017 to 12,806 in 2018 and revenues are less than 1% down compared to same date range in 2017. Although rounds are down, per golfer revenue has increased contributing to the extra revenue from the same time period compared to last year.
 - Even with Lawrence University's use Team rounds were down significantly, only 432 rounds were played this spring. The high school season was condensed into a three week period after the snow melted and course opened.
 - Keeping with the trend of less rounds, passholder rounds are down 897. Coupled with team rounds these rounds more than make up the shortage this year.
 - Unlike last year when they were down weekday, twilight and promotional rounds are all up this year. Weekday rounds are up nearly 10%, weather has been ideal for golf and the extra league players allow this number to rise.
 - Weekend rounds are down 24%, more than anything losing three weekends for golf has created this shortage.

- Reid's 3-4-5 and City Tournaments both grew in participation this season.
- Internally staff has made continual changes to the POS tee sheet to try and accommodate more 9 hole play-off #1 and #10 tee. During extremely busy periods this has allowed us to get extra walk in customers onto the course. This tee time management system also allows for larger groups to play golf while allowing others the ability to play while not disturbing each other.
- Cart fees - \$54,344
 - Daily cart rentals are up 4.86% from this time last year, or \$1887 in extra revenue. Daily fee rentals increased by 191 riders.
 - Annual cart passes increased by 6 this year to 27, this accounts for \$2400 in additional revenue.
 - At the end of June carts were totaled at 8.6% ahead of last year including annual pass sales.
- Range - \$16,842
 - Compared to 2017 range revenues are up \$3815 to the same date. Rates for range balls were increased slightly but has not affected sales.
 - Similar range promotions were utilized this year to boost sales at the range.
 - The major increase in revenue at the range was in the single annual pass for the range also with a slight increase in price.
- Merchandise - \$8,164
 - New merchandise was purchased and a larger variety of golf supplies are being offered this year.
 - Merchandise sales are down 7.9% or \$699. Most merchandise sales come from customers who need something right away, losing nearly a month of golfable days has lowered our golf ball sales by \$300 alone.
- Food and Beverage - \$46,530
 - Non-alcoholic and alcoholic sales have both increased this year, food sales are down only \$32. Overall food and beverage sales are up \$2,437 which speaks to how busy Reid has been since opening this year.
 - Tacos were introduced on a rotating basis to conserve waste and has had 23 sales to date. Staff is discussing how to make tacos a regular menu item.

Marketing efforts in 2018 to date

- A comprehensive 52 week marketing plan was developed and is in use.

- Community Color Mailer offering specials to get people to the course was delivered in May. Our agreement with CCM is good for three mailings this year similar to previous years.
- Radio ads have been used multiple times throughout the year to promote tournaments, course opening, family days, etc.
- Our initial Facebook contest of when will the course opened turned to daily pictures of the snow melting with a yard stick.



- Along with the radio ads Jeff or Brian have been going on WHBY or the Score weekly to discuss golf and promote Reid.
- Constant Contact email marketing continues in 2018, Reid's email blast list has grown from 2926 at the beginning of 2018 to 3265 currently. The use of email marketing has been very economical and beneficial to Reid. On average three email marketing blasts get produced monthly.
- Reid Golf Course attended the Fox Cities Golf Expo with great response and feedback by those who attended. Look for us to continue doing this in the future, new for 2018 scratch off tickets were introduced to draw attention to Reid's booth during certain times of the Expo.
- Reid Golf Course was also included in the Valpak Spring Golf Flyer throughout the Valley. These promotions were tiered to get people in the door right away and keep them coming throughout the year.
- Continued use of Golfnow Reservations and teeoff.com as third party online tee time reservation sites to increase our presence and fill slow periods on the tee sheet. Both of these platforms are national brands and can be seen on TV ads during every televised golf tournament. Reid also worked with NBC 26 to produce two commercials which have run during select golf tournaments this year.
- A continued emphasis has also been placed to increase our social media presence. Reid created an Instagram account to work in conjunction with Facebook and Twitter. To date our account has 134 followers, Facebook started at 3040 Likes and is currently at 3159.

Staffing update

- Most of the pro shop staff returned for another year, only needing to hire and train one individual on the POS. This helps with golfer familiarity and tee sheet maximization.
- The Food and Beverage staff saw minimal turnover this season. Only two new employees were hired for the 2018 golf season.
- The grounds staff returned 3 employees from 2017, this accounts for roughly 30% of staff. Grounds maintenance utilizes both retired and summer seasonal help. It has been increasingly difficult to find the shoulder month employees, but the retired demographic has been a great resource for Reid. Their reliability and readiness to work early in the morning helps keep operations running smoothly throughout the year.
- Continued additional training with the Appleton Police Department for our Food and Beverage staff on proper ID'ing and serving techniques.

Grounds

- Golf Course made it through winter with minimal winter damage in the fairways. For the second year in a row ice coverage on greens was a concern and with the subzero temperature run in late December early January with minimal snow cover winter desiccation was a concern. Luckily all greens and tees came through without any issue.
- After 2017's tornado many trees remained damaged (safe for customers) for the rest of the golf season, staff spent time in January removing damaged trees and a couple of dangerous cracked trees. Winter is an ideal to handle tree work, the frozen ground allows for machines to move around without damaging turf. All stumps were then seeded and have filled in nicely.
- Irrigation startup in 2018 was extremely smooth, less than 5 breaks/leaks were detected, the lowest amount in the past few years. Staff was expecting many more issues than arouse during startup due to the lack of snow cover and deep frost.
- After the late snowfall and early May rain the weather has been extremely dry. 4.5 million gallons of irrigation has been used to irrigate the property through the end of June, compared to 2017 which only 1.2 million gallons were used.
- The late/short spring (if what Appleton had was spring) made pre-emergent timing difficult. While getting the course ready for opening, irrigation startup and herbicide applications the pre-emergent applications had to be timed with rain to be watered in. The window for these applications this year was only about a week.
- A couple items of note for the golf course through June:
 - Crabgrass applications are holding up well, but untreated areas are showing an abundance of breakthrough.
 - Weeds were prevalent this spring.
 - Almost no disease to speak of even with the high pressure of disease.

- In June a car sped down Maple Street and could not make the left turn onto east, hopped the curb, ran into a tree and skidded to a stop on #9 fairway. Luckily no injuries, but a first.



- Grounds projects beyond routine maintenance finished in first half of 2018:
 - All bunkers were edged leading up to the City Tournament – necessary to do once per year and once complete staff can keep a nice edge throughout season with string trimming.
 - Sand was added to bunkers and distributed once the snow melted.
 - One major drainage project was completed across #14 fairway. Prior to the snow around Easter staff fixed a small pipe which was broken which then led to the fairway crossing later in the spring. This drainage is performing exceptionally.
 - Landscape beds were edged, mulched and pruned.
 - Spruce which border the irrigation pond on #7 were raised to increase visibility into the pond.
 - Petunias were planted at the clubhouse and Salvia near the first tee. New for 2018 two sets of flower pots were purchased and planted to great golfers as they walk in. Each season the flowers will rotate. Pansies in the spring, Petunias in the summer to match the beds and Mums in the fall.
 - All tee markers were refinished this winter and are holding up quite well. The refinishing added new life to them and will hopefully delay the need for purchasing new.
 - Areas that were damaged from the winter were over seeded/slit seeded once the soil temps warmed up to germination levels.
 - Once school was out for the summer many course items went missing and needed to be fished out the pond on #11, including this catch basin lid from #11.



Jim Pedersen hooking up rope to pull catch basin lid from pond.

Facilities Management

Projects and Successes

- Completed the 2017 Wastewater L-building asbestos removal and records storage area.
- Completed the 2017 Valley Transit bus garage heaters replacement project.
- Completed the 2017 MSB lighting upgrades project.
- Completed the 2017 MSB fire alarms upgrade project.
- Completed the 2018 Library exterior building caulking project.
- Currently working on 2018 Wastewater electrical distribution upgrades project. Project is scheduled to be completed in December 2018.
- Currently working on the 2018 City Hall pneumatic tube replacement project. Work is scheduled for August 2018.
- Currently working on the 2018 Fire Stations remodeling project. Project is in design and is scheduled to be completed in December 2018.
- Currently working on the 2018 MSB locker room remodeling project. Project is scheduled to be completed in December 2018.
- Currently working on the 2018 Wastewater HVAC upgrades project. Project is in design and is scheduled to be completed in December 2018.
- Currently working on the Water Treatment HVAC assessment. Project is scheduled to be completed in September 2018.
- Currently working on the 2018 parks lighting upgrades project. Project is scheduled to be completed in September 2018.

- Currently working on the Fire Station 1 plumbing upgrades. De-scaling of the waste lines has been completed and the rest of the repairs is still in design. Project is scheduled to be completed in December 2018.
- Currently working on the MSB electrical distribution testing. Project is scheduled to be completed in September 2018.
- Currently working on the Parks safety & security improvements. Project is scheduled to be completed by November 2018.
- Currently working on Mead Pool coating and painting improvements. Project is scheduled to be completed in September 2018.
- Completed the 2018 Fire Station #5 Roof replacement project.

Operations & Maintenance Summary

- **City Hall**
 - **IT Server Room:** Additional electrical outlets installed for new server rack and PDUs.
 - **Council Chamber:** Council chamber Mayor's desk surface laminate repaired.
 - **Mayor's Conference Room:** Aquos board installed in Mayor's Conference room by in-house staff.
- **Dance Studio:**
 - **Studio I:** Dance floor recoated.
 - **Studio I:** Relamping of T8 light fixtures completed by in-house staff.
- **Facilities & Grounds Operations Center**
 - **Sit/Stand Desk:** Sit/stand desk installed recreation coordinator.
 - **Fire Protection:** Existing fire department connection and underground double check valve replaced and relocated.
- **Fire Stations**
 - **Fire Station #1:** Sanitary drain lines inspected and cleaned by in-house plumber and Speedy Clean.
 - **Fire Station #1:** Generator preventive maintenance completed on ignition system and cooling system by Total Energies.
 - **Fire Station #1:** Front entrance railing painting completed by Corcoran Glass & Paint.
 - **Fire Station #1:** Mechanic shop bottled eyewash station replaced with water flow eyewash station and shower.
 - **Fire Station #2:** Gear washer installed by in-house plumber and electrician.
 - **Fire Station #2:** Additional switch installed for John Street emergency vehicle indicator lights.
 - **Fire Station #2:** ERM monitor installed in rig room.
 - **Fire Station #2:** Overhead door 203 spring failure and replaced by American Overhead Door.
 - **Fire Station #2:** 5-year sprinkler inspection completed by Pace.

- **Fire Station #3:** Kitchen and bathroom renovation grant in progress with Fox River Lutheran School and Home Depot. Project is currently in the application process.
- **Fire Station #3:** Rig room water heater replaced.
- **Fire Station #5:** ERM monitor installed in rig room.
- **Fire Station #6:** ERM monitor installed in rig room.
- **Fire Station #6:** Repairs made to training tower sprinkler pipe.
- **Golf Course**
 - **Clubhouse Appliances:** Annual inspection of appliances completed by in-house technician.
 - **Maintenance Building:** Garage exhaust inspected and determined replacement needed.
- **Lake Station**
 - **Backflow Preventer:** Existing BFP reported in poor condition from condition assessment and was replaced with new BFP.
- **Library**
 - **Library North & South Work Room Furniture Reconfiguration:** Completed in January by BSI with support from facilities in-house staff.
 - **First Floor Lighting:** 1st floor column lights replaced with LEDS. A total of 127 LED lamps were installed.
 - **Boiler Room Ventilation:** Exhaust fan installed in boiler room.
- **MSB**
 - **Additional Brine Tank:** Facilities provided support to DPW by installing new additional bring tank.
 - **Arc Flash Analysis:** Quotes received for ach flash assessment and Suburban Electric was lowest bid. Work to be completed in 3rd quarter.
 - **Dispatch Radio System:** Facilities in-house staff assisted DPW staff with installing dispatch radio system.
 - **Old Oneida Bridge Tender:** Sump pump found failed during annual inspection and replaced.
 - **Overhead Door W-7:** Door operator rated in poor condition and replaced by EZ Glide.
 - **Overhead Door E-3:** Door operator rated in poor condition and replaced by EZ Glide.
 - **Overhead Door S-4:** Existing operator rated in poor condition during inspection and replaced.
 - **Overhead Door S-7:** Existing operator rated in poor condition during inspection and replaced.
 - **Sit/Stand desk:** Sit/stand desk installed for front office admin staff.
 - **Cold Storage Electrical Distribution:** Improvements to separating electrical circuits are in progress.

- **Parks and Parks Facilities**

- **AMP Irrigation:** Irrigation inspected, found in poor condition and replaced.
- **City Park Fountain:** Sand filter pump found operating in poor condition and replaced.
- **City Park Fountain:** Chemical feeder improvements in progress.
- **Houdini Plaza Fountain:** Chemical feeder improvement in progress.
- **Derks Park:** New electric water heater installed in park pavilion.
- **Erb Park Tennis Court:** Tennis court lighting controller failed and replaced with new controller.
- **Parks Preparation:** Park pavilions were prepped for the park season and opened on May 1st.
- **Peabody Park:** Auto locks installed on Peabody Park pavilion restroom doors.
- **Park Pavilion Exterior Power Improvements:** In-house electrician collect existing park pavilion exterior power to determine adequate outlets, circuits, breakers, and access was available.
- **Scheig Center:** Touch up exterior staining completed.
- **Semi Annual Park Lighting Survey:** Exterior park lighting survey completed by in-house staff in March of 2018.
- **Union Springs Park:** Well water tested and passed.

- **Aquatic Facilities**

- **CO2 Supplier:** Mead Pool and Erb Pool CO2 supplier Praxair was selected to provide CO2 for 2018 pool season.
- **Erb Pool Swim Meets:** Facilities in-house staff worked with YMCA to prepare for two swim meets.
- **Erb Pool:** Concrete pad made for new CO2 tank to remain outdoors. Fence installed around tank and standby generator with access gate.
- **Erb Pool:** Chemical room ventilation improvements completed by in-house staff as existing ventilation was not adequate.
- **Erb Pool:** Chemical feeders were improved by raising to allow them to improve draining.
- **Erb Pool Concession Stand:** New 3-compartment sink sanitation station chemical dispenser installed.
- **Mead Pool Annual Inspection:** Annual inspection completed by Health Department on June 13th.
- **Mead Pool Fecal Incident:** Monday, June 25th a fecal incident occurred requiring the pool to be shut down for the day.
- **Mead Pool Lighting Improvements:** New 30' light pole and LED fixtures installed on center of Mead Pool area. Existing metal halide fixtures were leaking water, pole bull horn on poor condition, and existing 35' pole was too high for PRFMD to reach.

- **Mead Pool Concession Stand:** In-house staff completed needed improvements to casework.
- **Mead Pool Concession Stand:** Kitchen hood cleaned and inspected.
- **Mead Pool Concession Stand:** New 3-compartment sink sanitation station chemical dispenser installed.
- **Mead Pool Concession Stand:** Electric water heater replaced.
- **Police Station**
 - **Interior Painting:** In-house facilities staff painted interior areas in need of painting. Existing paint is 10 years old and areas are showing wear.
 - **Exterior Painting:** Exterior railings along Lawrence Street painted. Exterior southeast stairwell railings painted.
 - **Card Access Improvements:** Facilities obtained quotes for installing card access on lower level evidence service doors.
 - **Upper Parking Deck Doors:** Entrance doors actuator failed and replaced. Exit doors actuators were replaced during this time as well.
- **Transit Center**
 - **Restroom Lighting Improvements:** New can lights installed in public restrooms by in-house electrician.
 - **Women's Restroom:** Women's public restroom sink replaced due to cracking in the bowl.
 - **Roof:** Several Snow retention guards failed from snow storm Evelyn and reinstalled.
- **Wastewater Treatment Plant**
 - **A-bldg Conference Room:** New conference room table installed by Nordon.
 - **A-bldg Lab Casework:** In-house staff completed refinishing and painting of existing wood lab cabinets.
 - **F1-bldg Windows:** East and west elevation windows replaced by Packerland Glass.
 - **F2-bldg AHU-5:** AHU pumps determined not needed and removed by in-house staff.
 - **K-bldg Heat Exchanger:** In-house staff completed inspection and determined that sludge was leaking into boiler heating loop.
 - **L-bldg Receiving Station:** In-house plumber completed improving venting of receiving station.
 - **Service Door Replacement Project:** 2018 service door replacement door project completed by LaForce.
 - **Transformer IDC-5:** Breaker for IDC-5 failed and replaced by Steinmetz.
 - **Water Main:** Failing water main shut off valves replaced in B-bldg basement.
 - **Methane Boilers:** Methane boilers received annual inspection and cleaning by in-house HVAC technician.

- **Water Treatment Plant**
 - **High Service Pump Room:** Existing T8 fluorescent lamps at the end of their useful life and beginning to fail. Light fixtures replaced with TLEDs.
 - **Lower Level Membrane Room:** Existing T8 fluorescent lamps at the end of their useful life and beginning to fail. Light fixtures replaced with TLEDs.
 - **Boiler #5:** Circuit board failed and was replaced.
- **2019 Facilities Maintenance budget submitted.**
- **AEDs:** All AEDs beyond recommended useful life replaced.
- **Annual Generator Load Testing:** Completed during the month of April.
- **Stand by Generators:** Stand by generator contingency plan in progress.
- **Facility Roof Survey:** Roofing consultant, SEG, is performing 5-year roof survey on facility roofs; updating roof replacement plan and needed repairs.
- **Contracted Services:**
 - Erb Pool and Mead Pool security alarm tested.
 - Police Station UPS system quarterly maintenance completed by Vertiv.
 - Quarterly sprinkler inspections completed by Pace Corp.
 - Annual fire alarm and fire extinguisher inspection completed by BelPro.
 - Library fire and security alarm inspection and testing completed by TECC security.
 - Annual overhead door PMs in progress by American Overhead Door.

Work Order Performance

DATE	CREATED		COMPLETED	
	'17-Q2	'18-Q2	'17-Q2	'18-Q2
January	285	310	180	184
February	224	222	129	133
March	322	322	248	151
April	294	259	251	128
May	302	305	198	226
June	261	275	171	197
TOTAL	1,688	1,693	1,177	1,019
AVERAGE	281	282	196	170

Performance Data:**PARKS & RECREATION:**

<u>Program</u>	<u>Criteria</u>	Actual 2016	Actual 2017	Target 2018	Projected Actual 2018
Parks & Grounds	Client Benefits/Impact				
	Provide a proactive grounds program:				
	% of internal satisfied customers	99%	99%	99%	99%
	% of external satisfied customers	99%	99%	99%	99%
	Strategic Outcomes				
	Service performed as scheduled:				
	Work completed in time scheduled	95%	95%	99%	97%
	Qty. of code, safety, etc., citations	0	0	0	0
	Work Process Outputs				
	Cost of service (Pop. 73,596):				
	Per capita	\$23.52	\$24.22	\$25.53	\$25.53
	Quantity of Park Acreage:				
	Community parks acres/1,000	4.8	4.8	4.8	4.8
	Neighborhood parks acres/1,000	2.4	2.4	2.4	2.4

<u>Program</u>	<u>Criteria</u>	Actual 2016	Actual 2017	Target 2018	Projected Actual 2018
Recreation Service	Client Benefits/Impacts				
	Timely and organized program delivery:				
	% of customers who were satisfied with the services provided	95%	96%	100%	96%
	Strategic Outcomes				
	Customer Experience:				
	% of programs with >80% enrollment	95%	95%	100%	95%
	# of new programs offered	11	16	5	8
	Work Process Outputs				
	Number of recreation opportunities:				
	# of programs offered	161	177	182	186
	# of collaborations	92	99	99	103
	Net Cost of service (Population 73,596):				
	Recreation (per capita)	\$12.79	\$12.57	\$13.36	\$13.36

FACILITIES MANAGEMENT:

<u>Program</u>	<u>Criteria</u>	Actual 2016	Actual 2017	Target 2018	Projected Actual 2018
Administration	Client Benefits/Impacts				
	Timely and organized support of departments:				
	% of customers who were satisfied with services provided	97%	97%	97%	97%
	Strategic Outcomes				
	Facilities projects completed in year scheduled	100%	100%	100%	90%
	Work Process Outputs				
	# of projects completed	55	51	33	30

<u>Program</u>	<u>Criteria</u>	Actual 2016	Actual 2017	Target 2018	Projected Actual 2018
Facilities Maintenance	Client Benefit/Impacts				
	Provide a proactive maintenance program:				
	% of satisfied customers	99%	99%	99%	99%
	Strategic Outcomes				
	Services performed as scheduled:				
	Cost per square foot maintained	\$1.83	\$1.88	\$1.93	\$1.93
	Work completed in time scheduled	97%	97%	100%	100%
	Quantity of code, safety, etc. citations	0	0	0	0
	Work Process Outputs				
	Service Performed:				
	# of facilities and park structures maintained	70	70	70	70
	# of pools and fountains maintained	4	4	4	4

REID GOLF COURSE:

<u>Program</u>	<u>Criteria</u>	Actual 2016	Actual 2017	Target 2018	Projected Actual 2018
Admin.	Client Benefits/Impacts				
	Recreation opportunities				

	Rounds of golf played annually	35,888	34,351	36,000	12,806
	Annual youth pass holders	64	57	100	41
	Family pass holders	13	12	15	10
	Strategic Outcomes				
	Electronic communications with Golfers				
	% of golfers with email addresses	40%	40%	43%	43%
	# of emails receiving by-weekly message	2,667	2,926	3,500	3,265
	# of rounds generated through email messages	250	250	250	300
	% of golfers who rate conditions at good or better	95%	98%	98%	99%
	Work Process Outputs				
	Greens are mowed daily	97%	98%	99%	99%
	Tees and fairways – mowed 2 times per week (May-Aug.)	95%	98%	100%	100%
	Rough – mowed weekly	100%	100%	100%	100%
	Bunkers – raked weekly	100%	100%	100%	100%
	Tees and fairways – mowed 2 times per week (Spring/Fall)	90%	95%	99%	99%

Budget Performance Summary (Parks & Recreation)

This section is to follow the FASTR report of program revenues and expenses and is to present a discussion of budget variances.

Description	Year to Date	Full Year Amended Budget	Percent of Amended Budget
PARK & RECREATION			
16532 Park Maintenance – Revenues	109,823	185,052	59.3%
16532 Park Maintenance – Expenses	791,771	1,994,238	39.7%
16532 Park Maintenance – Net Exp.	681,948	1,809,186	37.7%
16541 Recreation Programs – Revenues	435,090	743,644	58.5%
16541 Recreation Programs – Expenses	651,515	1,740,493	37.4%
16541 Recreation Programs – Net Exp.	216,425	996,849	21.7%
PARKS & RECREATION – Revenues	544,913	928,696	58.7%
PARKS & RECREATION – Expenses	1,443,286	3,734,731	38.6%
PARKS & RECREATION – Net Exp.	898,373	2,806,035	32.0%

Budget Performance Summary (Facilities Management)

Description	Year to Date	Full Year Amended Budget	Percent of Amended Budget
Facilities Administration	153,086	341,594	44.8%
Facilities Maintenance	1,379,047	2,423,998	56.9%
Total – Facilities Mgmt. Internal Service	1,532,133	2,765,592	55.4%

Budget Performance Summary (Reid Golf Course)

Description	Year to Date	Full Year Amended Budget	Percent of Amended Budget
Reid Golf Course			
Reid Golf Course – Revenues	406,878-	866,864-	46.9%
Reid Golf Course – Expenses	352,625	864,667	40.8%
Reid Golf Course – Net Exp.	54,253-	2,197-	2,469.4%

Again, please feel free to contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

Sincerely,
Dean Gazza

RISK MANAGEMENT 2018 REVIEW

All figures through June 30, 2018

Significant 2018 Events:

Administration-

- Processed 39 risk claims received year to date
- Processed 21 new WC claims for 2018
- Reviewed 53 contracts for hold harmless/indemnification insurance
- Reviewed 368 certificates of insurance
- Reviewed 40 special events for liability exposures and insurance

Loss Control-

- 5 safety training sessions for DPW, Parks, Utilities and F&C field staff (21 topics covered)
- 4 seasonal training classes
- 10 General Employee training classes, 3 Supervisory training classes

Performance Data:

<u>Program</u>	<u>Criteria</u>	Actual 2015	Actual 2016	ACTUAL 2017	Projected 2018	YTD 2018
6210	<u>Client Benefits/Impacts</u>					
	Average workers compensation cost per claim	\$8196	\$6539	\$6785	\$8000	\$4460
	Average cost per general liability claim	\$700	\$467	\$187.55	\$400	\$27
	Average cost per auto liability claim	\$527	\$3090	\$1616.01	\$500	\$1,245
	<u>Strategic Outcomes</u>					
	\$ value of claims paid	\$15,180 GL + \$467,154 WC	\$58,240 GL + \$451,849 WC	\$47,788 GL + \$ 413,930 WC	\$450,000	\$13,248 GL + \$93,633 WC
	\$ value of subrogation recovery	\$43,300	\$31,804	\$20,541.88	\$35,000	\$1568
	<u>Work Process Outputs</u>					
	# of insurance policy renewals	10	10	9	10	10
	# of new insurance policies purchased	2	2	2	2	0
	# of claims filed:					
	General Liability	39	34	48	40	30
	Auto Liability	28	24	24	30	10
	Worker's comp – lost time	8	9	6	10	0
	Worker's comp – medical only	49	46	55	48	21
6220	<u>Client Benefits/Impacts</u>					
	# of people who attended safety	188	156	174	175	160

	training classes					
	Strategic Outcomes					
	# of safety inspections conducted	132	131	126	130	68
	# of safety problems	139	194	144	150	49
	# of safety corrections	124	188	129	150	41
	Work Process Outputs					
	# of topics covered during each safety class	16	16	21	15	18
	Ave employees per session	26	26	28	26	26

Areas of Primary Concentration for 2018:

Continue to monitor all areas of insurance to make sure the City is adequately covered for all potential losses. Continue to have safety training sessions and safety inspections to make sure all areas are in compliance. Handle all worker's compensation claims as they come in and report to the state. Continue to have central safety meetings. Continue to process and investigate all claims that come into the City. Handle all issues with special events, insurance certificates and contracts. Working to develop a new system to better track certificates of insurance. With the retirement of the Risk Manager all existing functions are being transitioned to existing staff to handle for the remainder of 2018. This includes investigation and processing of claims, insurance renewal administration, certificates of insurance review/approvals and general risk training. Continue to review alternate insurance coverages.

Budget Performance Summary

The loss control budget is fine at 57.8% spent at mid year. Many insurance premiums are paid in full at the beginning of the year which accounts for slightly higher percent spent at mid year.

83500
TEACHERA
MIDYER RSK

City of Appleton
Risk Management Fund
Summary Budget to Actual Report
For the Six Months Ending June 30, 2018

1
07/19/18
09:52:00

Description	Year to Date Expense	Full Year Amended Budget	Percent of Amended Budget
Insurance Fund			
Insurance Administration	817,987	1,399,052	58.5 %
Risk Management	81,380	157,338	51.7 %
Total	899,367	1,556,390	57.8 %

Performance Data:

		2016	2017	2018	
Program	Criteria	Actual	Actual	Target	Actual
Administration	<i>Client Benefit</i>				
	Minimize tax levy impact				
	% change in levy	1.40%	4.59%	4.13%	N/A
	Average % change in City mill rate	59.00%	2.72%	3.41%	N/A
	<i>Outcome</i>				
	Maximize non-residential tax base				
	Commerical/industrial tax base, % of total	31.00%	28.40%	30.00%	N/A
	<i>Outputs</i>				
Citizen Outreach	% of staff and Council involved in scheduled public budget meetings	100.00%	100.00%	100.00%	N/A
	# of departmental orientations available for new Alderperson	14	14	14	N/A
	<i>Client Benefit</i>				
	Timely, accurate responses to requests for information				
Citizen Outreach	% of phone & email inquiries answered within 48 hours	90.00%	97.59%	95.00%	72.73%
	% of letters replied to within seven working days	99.00%	93.10%	90.00%	100.00%
	<i>Outcome</i>				
	Citizens have access to current City Information				
Citizen Outreach	# of visits to City of Appleton internet website	1,118	954,737	1,250,000	477,034
	Reach 5,000 followers on Twitter	N/A	5,807	7,000	6,142
	Reach 1 million tweet impressions on Twitter	N/A	1,331,900	1,500,000	595,100
	Reach 4,000 page likes on Facebook	N/A	5,936	7,500	7,133
	Reach 1 million post impressions on Facebook	N/A	3,165,637	2,000,000	1,386,161
	<i>Outputs</i>				
Citizen Outreach	Publish City Newsletter	2	2	2	1
	# of formal open hours sessions	12	9	12	6
	# of meetings per month with community or educational groups (average)	13	38	12	22
Intergovernmental	<i>Client Benefit</i>				
	Appleton represented at State level				
	# of State level meetings in which Appleton representatives participate directly	197	316	200	336
	<i>Outcome</i>				
	# of implemented new collaborative and cooperative				
	Other governments	27	24	30	22
	School districts	17	10	20	11
	Non-profit organizations	56	37	55	38
	Other	61	58	40	54
	# of implemented collaborative and cooperative				
	Other governments	241	252	240	258
	School districts	73	89	70	92
	Non-profit organizations	184	187	180	191
	Other	150	168	140	175
	<i>Output</i>				
	# of meetings with other units of government (per mo.)	6	12	8	7