



City of Appleton

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

Meeting Agenda - Final Community & Economic Development Committee

Wednesday, June 12, 2019

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting
[19-0792](#) CEDC Minutes from 5-22-19
Attachments: [CEDC Minutes 5-22-19.pdf](#)
4. **Public Hearings/Appearances**
[19-0811](#) Presentation by Executive Director Pam Seidl of the 2018 Fox Cities Convention & Visitors Bureau (CVB) Annual Report and Visitor Spending as well as update on CVB initiatives and branding process
Attachments: [FCCVB 2018 Annual Report FINAL 2 single pages.pdf](#)
[Fox Cities Visitor Spending 2018_Summary.pdf](#)
[19-0793](#) 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program (Associated with Action Item #19-0794)
Attachments: [CAPER 2018 - CEDC Public Hearing Notice.pdf](#)
5. **Action Items**
[19-0794](#) Request to approve the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
Attachments: [CAPER memo to CEDC 06-12-19.pdf](#)
[2018-2019 CAPER Draft for Public Comment.pdf](#)
[19-0796](#) Resolution #5-R-19: Rededication and Revitalization of Soldier's Square
Attachments: [#5-R-19 Solider's Square.pdf](#)
[Reso #5-R-19 Memo to CEDC 6-12-19.pdf](#)

[19-0819](#) ****CRITICAL TIMING**** Request to approve the Real Estate Purchase Agreement from Scannell Properties, LLC or its assigns to purchase Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00, comprising a total of approximately 30.44 acres, subject to lot size as determined by survey, at a purchase price of \$1,004,520.00 (\$33,000 per acre)

Attachments: [Appleton PSA Cover Letter 6.6.19.pdf](#)

[Scannell Properties LLC OTP Memo to CEDC 6-12-19.pdf](#)

[Purchase Agreement v2 6.7.2019 Eisenhower Dr. Scannell.pdf](#)

[SPCP Scannell Properties Map.pdf](#)

[SPCP Deed Restrictions.pdf](#)

[19-0820](#) The Community and Economic Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 and then reconvene into open session

[19-0830](#) ****CRITICAL TIMING**** Request to approve the Offer to Purchase from Messenger Property Management, LLC (MPM LLC) and/or assignee to purchase Lots 5 and 11 in Southpoint Commerce Park Plat 1, consisting of approximately 2.32 and 3.25 acres respectively, at a purchase price of \$222,800 (\$40,000 per acre) and staff be authorized to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$222,800 = \$111,400)

Attachments: [Messenger Property Management OTP Memo to CEDC 6-12-19.pdf](#)

[Messenger Property Management OTP Lots 5 & 11.pdf](#)

[Messenger Property Management OTP Lots 5 & 11 pages 4,5.pdf](#)

[SPCP Messenger Property Management Map.pdf](#)

[SPCP Deed Restrictions.pdf](#)

[19-0831](#) The Community and Economic Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lots 5 and 11 in Southpoint Commerce Park Plat 1 and then reconvene into open session

6. Information Items

[19-0795](#)

Late payment of farming rent due to City of Appleton per lease agreement between the City and Vanderlinden Custom Heifer Raising, LLC for land in Southpoint Commerce Park

Attachments: [Southpoint Farm Rent Memo to CEDC 6-12-19.pdf](#)
[ExecutedLeaseAgreement_COAandVanderlinden_May2015.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.

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

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



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Meeting Minutes - Final Community & Economic Development Committee

Wednesday, May 22, 2019

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 4:30 p.m.

2. Roll call of membership

Present: 5 - Coenen, Reed, Alderperson Lobner, Alderperson Thao and Alderperson Van Zeeland

Others present:

Julie Lopas, St. Bernadette

Jerry Lopas, St. Bernadette

Jody Lueck, St. Bernadette

Paul Klister, Commercial Horizons

Tom Klister, Fore Development

Michael Van Abel, Bomier Properties Inc.

Jason Tadych, Tadych Investment Partners

3. Approval of minutes from previous meeting

[19-0694](#)

CEDC Minutes from 4-24-19

Attachments: [CEDC Minutes 4-24-19.pdf](#)

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

Aye: 5 - Coenen, Reed, Alderperson Lobner, Alderperson Thao and Alderperson Van Zeeland

4. Public Hearings/Appearances

5. Action Items

[19-0696](#)

Request to approve the Development Agreement with Fore Development LLC for improvements and development of the property located at 309 E. Washington Street, 118 N. Durkee Street, and 122 N. Durkee Street in Tax Increment Financing District No. 11

Attachments: [Memo Recommend Avant LLC Dev Agrmt.pdf](#)
[Fore Dev - Avant LLC - Dev Agrm - Clean - 05-15-2019.pdf](#)

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

Aye: 5 - Coenen, Reed, Aldersperson Lobner, Aldersperson Thao and Aldersperson Van Zeeland

[19-0695](#)

Request to approve the REVISED 2019-2020PY Community Development Block Grant (CDBG) funding as specified in the attached community partner allocation recommendations

Attachments: [Alloc Recs Memo to CEDC Final Award 05-22-2019.pdf](#)
[Alloc Recs Memo to CEDC 11-28-18.pdf](#)
[REVISED- 2019 CDBG Summary of Recommendations.pdf](#)
[REVISED- 2019 CDBG Simple Summary of Recommendations.pdf](#)

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

Aye: 4 - Coenen, Reed, Aldersperson Lobner and Aldersperson Thao

Abstained: 1 - Aldersperson Van Zeeland

[19-0702](#)

Request to approve the Development Agreement with 320 East College LLC for redevelopment of the property located at 320 E. College Avenue in Tax Increment Financing District No. 11

Attachments: [Memo Recommend 320 E College Ave Dev Agrmt.pdf](#)
[320 East College LLC - Dev Agrm 5-16-19 Draft 1.pdf](#)
[Memo Recommend ARA Rescind Approved Funds for 320 E College Ave.pdf](#)

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

Aye: 5 - Coenen, Reed, Aldersperson Lobner, Aldersperson Thao and Aldersperson Van Zeeland

[19-0703](#)

****CRITICAL TIMING**** Request to submit Counter-Offer #3 to the Offer-to-Purchase from Valley Tool, Inc. or its assigns to purchase Lots 1, 2, and 3 on Goodland Drive in the Northeast Industrial Park Plat No. 4, consisting of approximately 4.36 acres, at a purchase price of \$160,000 (\$36,697.25 per acre) with Counter-Offer #3 amending various lines in the Offer as referenced in the attached documents and approving a variance to the Deed Restrictions and Covenants to allow for a loading dock and overhead door facing east towards Zuehlke Drive subject to staff approval of final site plans and elevations of east side

Attachments: [Valley Tool Memo 5-15-19.pdf](#)
[Valley Tool - Counter Offer No. 3.pdf](#)
[Valley Tool Memo 4-19-19.pdf](#)
[Valley Tool OTP Lots 1-2-3 Goodland Dr 4-17-19.pdf](#)
[Valley Tool - Counter Offer 1_2.pdf](#)
[NEIP Plat No 4 Covenants and Restrictions.pdf](#)
[Map Available Sites NE Bus Park_04182019.pdf](#)
[NEBPUilities.pdf](#)

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

Aye: 5 - Coenen, Reed, Alderperson Lobner, Alderperson Thao and Alderperson Van Zeeland

[19-0704](#)

The Community and Economic Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lots 1, 2, and 3 on Goodland Drive in the Northeast Industrial Park Plat No. 4 and then reconvene into open session

The Committee did not go into closed session.

[19-0755](#)

Request to approve the Offer to Purchase from Alco Tech Properties, LLC to purchase Lot 9, Plat 1 of Southpoint Commerce Park, consisting of approximately 3.48 acres, at a purchase price of \$144,072 (\$41,400 per acre)

Attachments: [Alco Tech Lot 9 Memo 5-16-19.pdf](#)
[Alco Tech Lot 9 Offer to Purchase.pdf](#)
[SP Deed Restrictions.pdf](#)
[Office Use Memo from 11-10-08_Lots 9 & 12 Southpoint.pdf](#)
[Alco Tech Map Lot 9.pdf](#)

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

Aye: 5 - Coenen, Reed, Alderperson Lobner, Alderperson Thao and Alderperson Van Zeeland

[19-0756](#)

The Community and Economic Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lot 9 in Southpoint Commerce Park Plat No. 1 and then reconvene into open session

The Committee did not go into closed session.

6. Information Items

7. Adjournment

Coenen moved, seconded by Alderperson Lobner, that the meeting be adjourned at 4:45 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Coenen, Reed, Alderperson Lobner, Alderperson Thao and Alderperson Van Zeeland

ANNUAL REPORT

2018



A Year of New Beginnings

There's always a sense of excitement when you start something new. You feel the sense of accomplishment that goes along with meeting your goal. In 2018, just as the Fox Cities Exhibition Center entered its first year of operation and began to drive tourism, we experienced another new beginning: Construction began on the Community First Champion Center Fox Cities. These facilities are once in a generation projects for the Fox Cities that will drive tourism for many years to come. These two significant tourism assets will surely change the game for the Fox Cities and the Fox Cities Convention & Visitors Bureau.

A number of new hotel projects were also announced. New development spurred by the potential of these new tourism-generating facilities. By the end of 2019, it is expected the hotel room inventory in the Fox Cities will grow nearly 10%, with more rooms planned for 2020.

While the large projects present incredible opportunities to strengthen economy of the Fox Cities through tourism, we remain committed to implementing sales, marketing and service initiatives focused on growing visitation in all areas and to all partners.

Our Board and staff came together for a strategic planning session in the Fall and grappled with a new beginning of our own: what is the "next big thing" for tourism and the CVB? Simply put, it's ensuring the success of these new facilities. It's focusing on our core mission of growing the local economy through tourism. It's ensuring we up our game in tourism marketing and sales to project an image worthy of these investments. It means a new logo, new website, new graphics and a new brand direction. Plenty of new beginnings.

The CVB's Tourism Development Grant program also supported a number of new beginnings in 2018. A total of \$444,142 in grant dollars were paid out, with another \$330,000 committed to projects. Our grants fueled a new Nature Center at Bubolz Nature Preserve, two new trestle bridges in Neenah and Menasha - helping to complete the Loop the Lake, a new exhibit at the History Museum at the Castle, new signage at the Building for Kids Children's Museum and several new visitor information kiosks.

We would like to thank the CVB's Board of Directors, committees and staff, along with our municipal, hotel and other tourism business partners for the role they played in our successes this year. We gratefully accept your financial and vocal support and look forward to working with you on future opportunities, challenges and new beginnings.



James Fenlon
2018 Board Chair



Pam Seidl
Executive Director

2018

IN REVIEW

GROUP SALES



Meeting and convention events



Room nights



\$4,241,900

Direct visitor spending



Future meeting and convention events



15,303

Future estimated room nights



\$3,841,053

Future estimated direct visitor spending

VISITOR SERVICES



Provided services to

90
groups



365+
VOLUNTEER HOURS

SPORTS MARKETING



Sporting events



Estimated room nights



\$7,260,840

Estimated direct visitor spending



Future sporting events



19,085

Future estimated room nights



\$6,183,540

Future estimated direct visitor spending

VISITOR SPENDING

increased 4.9%
totaling
\$493
MILLION

Directly supported
an estimated

5,756
Tourism Jobs
IN THE FOX CITIES

Those employees earned

\$109
Million
IN WAGES & BENEFITS

\$150
Million
ON FOOD
& BEVERAGES

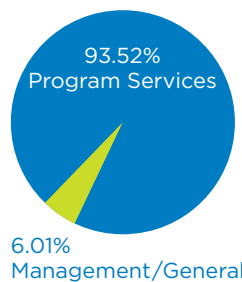
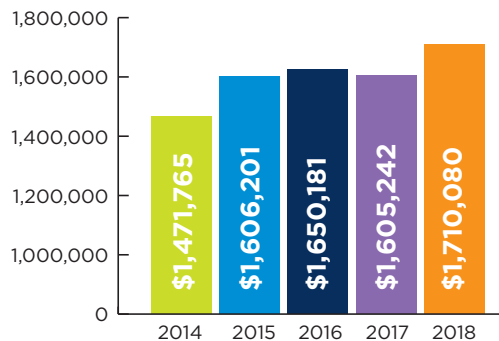
\$110
Million
ON LODGING

\$103
Million
ON RETAIL

\$70
Million
ON RECREATIONAL
ACTIVITIES

FOX CITIES HOUSEHOLDS
WOULD BE TAXED
\$965
Per Year
TO REPLACE
TOURISM DOLLARS

CVB GROSS ROOM TAX REVENUE



MANAGEMENT & GENERAL EXPENSES

Our 2016 audit showed management/general expenses to be 6.07% of the CVB's total operating budget.

2018 OPERATIONS REVENUES & EXPENSES

REVENUES

Room Tax Income - Oper	\$1,402,534.74
Interest Income - Oper	11,332.28
Grants Income	68,600.00
Visitor Guide Income	58,550.00
Tourism Dvlp Admin Reimb	20,000.00

TOTAL REVENUES

\$1,561,017.02

EXPENSES

Salaries & Wages	465,445.65
Employee Benefits	118,602.49
Professional Devel	10,331.69
Convention Event Svcs	3,339.65
Trade Shows	23,155.71
Selling Exp	51,713.38
Marketing	313,035.56
Visitor Guide	48,072.17
Research	7,700.00
Rent/Utilities/Taxes	87,389.36
Equipment Leases	3,455.76
Travel/Mileage	4,364.22
Local Meetings	17,107.04
Office Supplies	6,706.36
Postage & Shipping	6,950.19
Telephone	5,931.78
Property/Casualty Insurance	6,335.75
Professional Services	101,519.11
Memberships	8,520.81

TOTAL EXPENSES

\$1,289,676.68



OUR MISSION

The Fox Cities Convention & Visitors Bureau is an economic development organization that strengthens the Fox Cities economy by attracting meeting, sports and leisure visitors through sales, marketing and destination development.

OUR 2018 BOARD OF DIRECTORS

James Fenlon, Chair
Village of Little Chute

Maria VanLaanen, Secretary
Fox Cities Performing
Arts Center

John Burgland, Treasurer
Fox River Mall

Bob Dove, Past-Chair
Best Western Premier
Bridgewood Resort Hotel

Matt Carpenter
History Museum at the Castle

Chuck Gifford
Comfort Suites
Appleton Airport

Chris Haese
City of Neenah

Karen Harkness
City of Appleton

Amanda Hedtke
Residence Inn by Marriott

Deb Johnson
Copperleaf Boutique
Hotel & Spa

Jim March
Town of Grand Chute

Dana Reader
Reader Restaurant Group

Al Schaefer
Village of Kimberly

Jan Smith
Bergstrom-Mahler
Museum of Glass

Char Stankowski
Country Inn & Suites
Little Chute

CVB STAFF

Pam Seidl
Executive Director

Kim Tisler
Director of Finance & Administration

Jennifer Hecht
Visitor Services Manager

Lorna Stephens
Visitor & Administrative Services Coordinator

Mary Rhode
Marketing Director

Mackenzie Utpadel
Digital Marketing Specialist

Matt Ten Haken
Director of Sports Marketing

Adam Schanke
Sports Marketing Manager

Amy Karas
Group Sales Manager

Alison Hutchinson
Group Sales Manager



Fox Cities Convention & Visitors Bureau

3433 W. College Ave., Appleton, WI 54914 | Phone (920) 734-3358

CONNECT WITH US!

FoxCities.org / [#ExploreFoxCities](https://twitter.com/ExploreFoxCities)

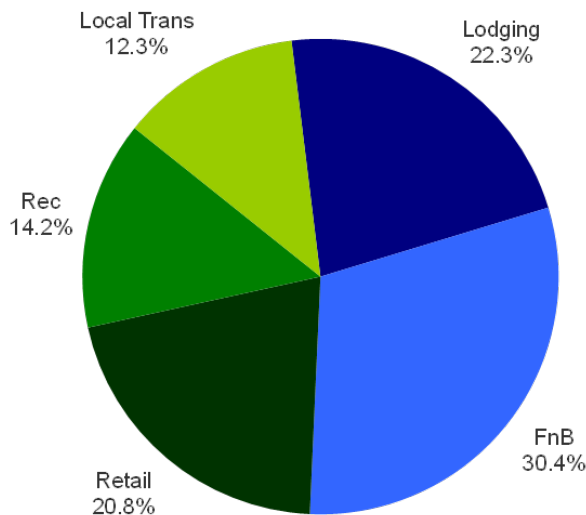


Fox Cities Visitor Spending 2018 Summary of Key Findings

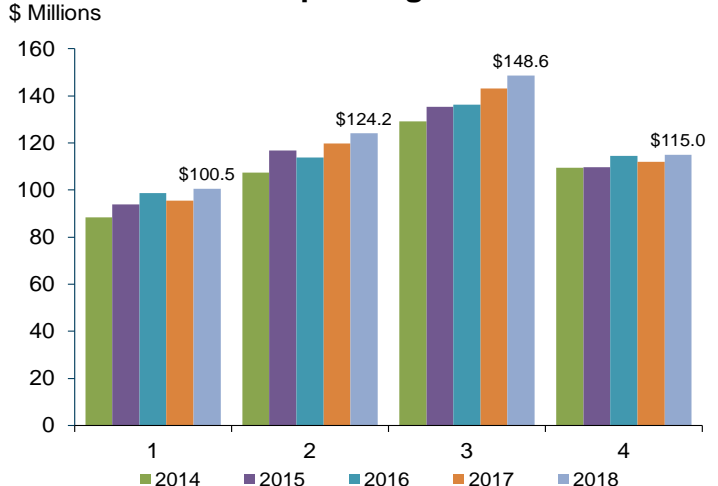
- **Visitor spending in the Fox Cities** accelerated in 2018, increasing 4.9% to **\$493 million**.
- This visitor spending generated another \$154 million in business sales for a total impact of \$650 million in sales for businesses in Fox Cities.
- A total of **5,756 jobs, with income of \$108.9 million, were directly sustained by visitors to Fox Cities**.
- State and local governments benefitted by collecting \$60.5 million in tax revenue coming from visitor activity in Fox Cities.
- **\$21.3 million in revenue accrued to local Fox Cities governments** due to visitor activity in the region.
- Each household in Fox Cities would need to be taxed an additional \$965 per year to replace the tourism taxes received by state and local governments.

Visitor Spending and Impacts					
Fox Cities					
County	Millions				Pch Change
	2015	2016	2017	2018	
Lodging	\$103.3	\$106.6	\$106.6	\$109.8	2.99%
Food & Beverages	\$133.7	\$136.6	\$142.3	\$150.0	5.44%
Retail	\$96.9	\$98.4	\$97.8	\$102.8	5.10%
Recreation & Entmt.	\$62.9	\$64.4	\$64.8	\$70.0	7.97%
Local Transportation	\$59.2	\$57.3	\$58.9	\$60.8	3.17%
Total	\$455.9	\$463.2	\$470.4	\$493.3	4.88%
Growth Rate		1.61%	1.55%	4.88%	

Visitor Spending by Sector



Fox Cities Visitor Spending





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

**City of Appleton
Community Development Block Grant Program (CDBG) Notice of
2018 Consolidated Annual Performance & Evaluation Report (CAPER)
Public Hearing**

A public hearing will be held at a regularly scheduled Community & Economic Development Committee meeting on Wednesday, June 12, 2019, beginning at 4:30 p.m. on the Sixth Floor of Appleton City Hall in Council Chambers, 100 N. Appleton Street, Appleton, WI. The CAPER discusses CDBG activities undertaken by the City of Appleton during the 2018 Program Year. The primary function of this hearing is to obtain citizen comments on the submission.

A copy of the CAPER may be found online at <https://www.appleton.org/government/community-and-economic-development/grants-administration/news-announcements-6880> or one copy is available for viewing at the fifth floor Customer Service area at City Hall.

The federal CDBG Program aims to develop viable urban communities through provision of decent housing, suitable living environments and economic opportunities, namely for low- and moderate-income persons. For more information on Appleton's CDBG Program, please visit the web site, <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg> or contact Nikki Gerhard at 920-832-6469 or email to nikki.gerhard@appleton.org.

RUN: June 3, 2019



MEMORANDUM

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

TO: Community and Economic Development Committee
FROM: Nikki Gerhard, Community Development Specialist
DATE: June 12, 2019
RE: 2018 Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Appleton has prepared its 2018 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER discusses Community Development Block Grant (CDBG) activities undertaken by the City of Appleton during the 2018 Program Year (April 1, 2018 - March 31, 2019).

The CAPER was available May 6 - June 5, 2019, for public comment. No comments were received.

Comments on the CAPER will also be accepted during a public hearing that will be held during the June 12, 2019 CEDC meeting. The primary function of this hearing is to obtain citizen comments on the submission.

The City considers all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2018 CAPER. The CAPER is due to HUD by June 28, 2019.

A copy of the CAPER may be found online at: <https://www.appleton.org/government/community-and-economic-development/grants-administration/news-announcements-6880> or a copy is available for viewing at the Fifth Floor Customer Service area at City Hall.

Staff requests that CEDC approve the 2018 CAPER.

If you have any questions, please contact me at (920) 832-6469 or nikki.gerhard@appleton.org. Thank you!



Fifth Program Year CAPER (2018)

The CPMP Fifth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

GOALS & OUTCOMES (CR-05)

*Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The primary goal of the City of Appleton's Community Development Block Grant (CDBG) program is to *develop a viable urban community through the provision of decent housing, suitable living environments, and economic opportunities*, namely for low- and moderate-income persons. While housing rehabilitation continued to be a main priority during the 2018 program year (April 1, 2018-March 31, 2019), the City of Appleton also funded agencies that addressed public facility improvement projects, at-risk youth programs, and other public service activities.

The City experienced a significant upturn during the 2018 program year allocation, receiving \$593,953- a seven percent increase from the 2017 program year. Through a competitive application process, City of Appleton staff received requests totaling \$396,004.71 for activities that addressed priority needs from the 2015-2019 Consolidated Plan. In addition, the City of Appleton began drafting an updated version of the Analysis of Impediments, resulting in increased funding for fair housing efforts. Nearly 81 percent of the total award benefited low- and moderate-income individuals and families in the City of Appleton.

The City of Appleton's Homeowner Rehabilitation Loan Program- assisted 17 low- to moderate-income homeowners (less than 80 percent CMI) with the ability to live in decent, safe, and sanitary housing. Additionally, four homeowners received technical assistance from staff regarding home rehabilitation.

Appleton Housing Authority- while *promoting quality, affordable housing for all residents of the City of Appleton*, five households received homebuyer assistance, eight households received homebuyer rehabilitation assistance, and 36 individuals received homebuyer counseling.

Appleton Police Department- through *engaging at-risk youth in meaningful, team-based community service projects and instilling positive attitudes toward education and life skills*, the Summer of Service program benefited 24 high school students.

Harbor House Domestic Abuse Shelter- while *empowering communities to be free from domestic abuse through safety, knowledge, and engagement* safe and temporary shelter was made available to 141

households, for a total of 8,308 days of care.

LEAVEN, Inc.- *stabilized and empowered people in financial crisis by providing financial assistance, referrals, and case management to address near- and long-term basic needs* for 78 households on the brink of homelessness.

Metropolitan Milwaukee Fair Housing Council- promoted fair housing and provided services to 1,625 recipients, including fair housing education and outreach for consumers and providers, social service agencies, and community-based organizations; complaint intake and counseling; and technical assistance.

The Mooring Programs- through the *provision of a full spectrum of care in a safe, progressive recovery community*, the residential programs served 72 men, for an average stay of 104 days.

Pillars, Inc. (formerly Housing Partnership of the Fox Cities)- while *enhancing the dignity and self-sufficiency of families by providing quality, affordable homes and exceptional supportive services*, six households were rehabilitated and made available as rental units for six qualifying families.

Rebuilding Together Fox Valley- by providing critical home repairs at no cost to two homeowners, safety and health concerns were resolved for two families in need.

Thompson Center on Lourdes- was able to continue benefitting 664 [unduplicated] seniors in the Appleton area after completing significant electrical system upgrades to the facility.

Habitat for Humanity- continued to make renovation progress on two properties purchased in a prior CDBG program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition-new housing	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	1	6.66%	0	1	100%
Acquisition - new housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	8		0	1	100%
Admin	Admin	CDBG: \$	Other	Other	1	1	100.00%			
Homebuyer assistance	Affordable Housing	CDBG: \$	Public service activities for Low/Mod	Households Assisted	40	40	100.00%	40	40	100.00%

			Income Housing Benefit							
Homebuyer assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	40	13	32.50%	4	8	200.00%
Improve & maintain housing stock	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	181	116	64.09%	32	27	84.38%
Neighborhood revitalization	Non-Housing Community Develop.	CDBG: \$	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	469	4.69%	4000	0	0.00%
Public facilities improvement and maintenance	Non-Housing Community Develop.	CDBG: \$	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	2754	306.00%	2000	823	41.15%
Public services	Homeless Non-Homeless Special Needs Non-Housing Community Develop.	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5500	1110	20.18%	253	243	96.05%
Public services	Homeless Non-Homeless Special Needs Non-Housing Community Develop.	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	979				
Rental rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	40	13	32.50%	5	7	140.00%
Rental rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Appleton's 2018 CDBG funding allocations primarily focused on projects that addressed the rehabilitation of housing (rental and homeowner) and facilities. However, three public service-providing agencies received allocations, offering programming for at-risk youth, domestic abuse victims, and at-risk of homelessness households. All funded projects addressed Strategic Plan objectives (decent housing, suitable living environments, and expanded economic opportunities) and high priority needs under the 2015-2019 Consolidated Plan (housing rehabilitation, public facility improvements, and public services).

The City of Appleton's Homeowner Rehabilitation Loan Program (HRLP) assisted low- and moderate-income homeowners with the ability to live in decent, safe, and sanitary housing by providing zero-interest loans for rehabilitation needs. All homes were made code compliant and lead safe.

The **Appleton Housing Authority** provided low- and moderate-income households with homebuyer and rehabilitation assistance and counseling, enabling households to purchase their first home, correct code violations, and live in a safe environment.

Habor House, the only domestic violence shelter serving the City of Appleton, provided men, women, and children fleeing abusive households access to a safe living environment with basic necessities, safety planning, emotional support, counseling, education, advocacy, and stability.

LEAVEN, Inc. provided emergency financial assistance to low- and moderate-income households on the brink of homelessness in an effort to stabilize current housing arrangements.

The Mooring Programs provided individualized comprehensive transitional treatment to male clients struggling with alcohol, drug, and chemical dependency. Through the residential treatment facility, clients were supported with ongoing group therapy and individual case management sessions.

Through a collaboration with the Boys & Girls Club of the Fox Valley and the Appleton Area School District, the **Appleton Police Department** engaged at-risk youth in meaningful, team-based community service projects as an effort to instill positive attitudes towards education and empowering them to acquire valuable life skills.

Pillars, Inc rehabilitated depressed housing units to include in their affordable housing rental program, expanding capacity to serve additional at-risk households.

Rebuilding Together Fox Valley provided rehabilitation opportunities for low-income homeowners (between 30-50 percent CMI) who did not otherwise qualify for assistance through other organizations in the community, or have the ability to pay for the repairs themselves.

Thompson Center on Lourdes offered 664 unduplicated seniors in the Appleton area a space to

frequent and engage in a variety of social activities.

While funding for the **Greater Fox Cities Habitat for Humanity** was originally allocated during the 2016 program year, due to circumstances and setbacks in the housing market, progress was delayed until the 2018 program year. Habitat provided a homeownership opportunity to a moderate-income family after rehabilitating an existing dilapidated residential property. Habitat was also able to expand their unique affordable rental housing program after rehabilitating a depressed housing unit and serving a low- to moderate-income qualifying family.

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,048
Black or African American	53
Asian	5
American Indian or American Native	7
Native Hawaiian or Other Pacific Islander	0
Total	1,113
Hispanic	47
Not Hispanic	1,066

Table 2 – Table of assistance to racial and ethnic populations by source of funds

A map has been attached to this report (2018 CDBG LMI) that depicts the location of the 2018-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

RESOURCES & INVESTMENTS (CR-15)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public- federal	974,661	834,407

Table 3 – Resources Made Available

All of the 2018 program year subrecipients utilized several other funding resources for the successful implementation of their programs and activities. The City of Appleton gives preference to CDBG applicants who can demonstrate well-established budgets utilizing various funding sources.

The resources directly reflected in this report include: CDBG grant subawards and program income generated from the Appleton Housing Authority and the City of Appleton's Homeowner Rehabilitation Loan Program (HRLP).

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

A map has been attached to this report (view 2018 CDBG LMI map, located under CR-10, *Racial and Ethnic Composition of Families Assisted*) that depicts the location of 2018 CDBG-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Appleton does not implement a match requirement associated with CDBG funding, no activity or program operated solely with CDBG funding. All of the 2018 CDBG subrecipients utilized several other funding resources for the successful implementation of their programs.

The **Appleton Police Department** accounted for 45 percent of the Summer of Service budget with CDBG funding. The remaining 55 percent was funded through the provision of in-kind services/salaries of the Appleton Police Department (\$16,821.64); the Boys & Girls Club in-kind services/salaries (\$3,700.35); and other donations (\$7,200).

The **Appleton Housing Authority** leveraged CDBG funds with HOME (\$530,000) and HCRI (\$333,567) funds, made available through Outagamie and Calumet counties.

Harbor House obtained funding for the Shelter Program from numerous sources, including other government grants (State of Wisconsin \$22,310; Outagamie County \$19,500), non-government grants (\$85,000), United Ways (Fox Cities \$35,535; New London \$1,500), donations

(\$255,496), and fundraising events (\$29,470).

The "leverage" for the **Homeowner Rehabilitation Loan Program** was primarily in the form of maintaining Appleton's housing stock and increasing the tax base for the City. Although this doesn't directly benefit the program financially, it does increase the quality of life for the participants, the neighborhoods they live in, and the City as a whole. Additionally, the Homeowner Rehabilitation Loan Program supplemented 2018 CDBG funding with HOME (\$49,339) and Lead Hazard Control (\$2,844) program income.

Metropolitan Milwaukee Fair Housing Council leveraged CDBG funds with sources that supported all components of the Fair Housing Council of Northeast Wisconsin's work in Appleton, including the US Department of Housing and Urban Development (\$8,717.77), the State of Wisconsin (\$6,744.19), and other private donations (\$4,467.77).

The Mooring Programs utilized portions of multiple incomes- in addition to CDBG- to support their remodel projects, including private donations (\$46,000) and self-pay clients (\$75,702).

LEAVEN coordinated with other public and private resources to meet clients' needs, including the faith community (\$118,257); businesses (\$36,882); individual donations (\$123,596); foundations (\$612,135); other government funding sources (\$82,765); and other non-government funding sources (\$44,587).

Pillars averages a monthly rental income of \$38,000, which was used to fund the Affordable Housing programs made available. Throughout 2018, the other portion of income utilized as leverage came from a variety of foundations, corporations, and individual donations.

CDBG funds were leveraged against \$40,000 of funds from the **Rebuilding Together Fox Valley's** Raise the Roof fund- established to complete large dollar projects, and donated by corporations and private donors.

The Thompson Center on Lourdes utilized an \$11,218 contribution from St. Bernadette's Parish- the leasor of the space the senior center is located. All onsite project management was provided in-kind.

AFFORDABLE HOUSING (CR-20)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and

middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	34	35
Number of Special-Needs households to be provided affordable housing units	0	0
Total	34	35

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	78	78
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	34	35
Number of households supported through Acquisition of Existing Units	4	5
Total	116	118

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

As has been the trend, release of the 2018 CDBG funds was significantly delayed well into the start of the City's program year (April 1). Although the expenditure of the award was delayed, outcomes were met and in some cases exceeded.

Discuss how these outcomes will impact future annual action plans.

While the timeliness of the release and award of funding is beyond the City's control, progress in providing affordable housing is not a concern for future annual action plans. Subrecipient agencies have been able to meet or exceed goals despite the delays.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	321	0
Low-income	721	0

Moderate-income	71	0
Total	1,113	0

Table 7 – Number of Persons Served

All of the City of Appleton's CDBG-funded activities for the 2018 program year, with the exception of the administrative activities, benefited low- to moderate-income persons and households.

HOMELESS & OTHER SPECIAL NEEDS (CR-25)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Harbor House provided victims of domestic violence, including children, 24-hour access to safe shelter. No victim of domestic violence seeking shelter was turned away [if eligible]. During the 2018PY, only 4.5 percent of victims that sought shelter at Harbor House were considered ineligible. The Shelter's intake process included a full assessment of immediate physical and emotional needs. Advocates met with the Shelter families continuously to assess and modify their needs accordingly.

Metropolitan Milwaukee Fair Housing Council (MMFHC) and the local satellite office, Fair Housing Center of Northeast Wisconsin (FHCNW), conducted regular outreach services to organizations that serve individuals experiencing homelessness with intentions to provide education and resources that may impact housing solutions. During the 2018PY, staff provided four presentations at Pillars Adult and Family Shelter (formerly Homeless Connections), covering topics such as: purposes and provisions of local, state, and federal fair housing laws; contemporary forms of illegal discrimination in the housing market; "red flags" that may indicate the presence of unlawful discrimination in housing transactions; remedies available to people who have experienced illegal housing discrimination; and how complaints of illegal discrimination are investigated.

LEAVEN identified individuals experiencing homelessness through their intake process, where they were assessed to determine the best course of action. Depending on the client's ability to maintain housing, they were either referred to a local or regional shelter (based on bed availability), or they were assisted to secure affordable housing.

In October 2018, **Pillars Inc** was created after three separately operating agencies merged. Homeless Connections and the Fox Valley Warming Shelter- the two local emergency shelters in Appleton- joined forces with Housing Partnership of the Fox Cities. As a result of the merge, staff was able to reorganize, streamline, and communicate in a more efficient and effective manner, ultimately resulting in better services for individuals and families experiencing homelessness. Under one organization, clients are now connected with the most appropriate housing options, whether shelter, transitional housing, or stable

affordable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The **City of Appleton** continued in 2018 as the fiscal administrator for the Fox Cities Continuum of Care Rapid Re-Housing programs and the State of Wisconsin Emergency Homeless and Housing programs, serving as the lead agency and administering funds to Pillars Inc (formerly Housing Partnership of the Fox Cities, Homeless Connections, and Fox Valley Warming Shelter), Salvation Army of the Fox Cities, and ADVOCAP. While only Pillars received 2018PY CDBG funds, all of these agencies maintain housing units and programs that address the needs of individuals and families experiencing homelessness in the Appleton community.

Since opening their first eight-bed shelter in 1984, **Harbor House** has been the singular organization in the Appleton community committed to understanding the breadth of domestic abuse and victims' evolving needs. Harbor House is an integrated supportive community agency dedicated to ending domestic abuse by offering a comprehensive range of programs. The Shelter Program has responded to growing demands, providing a safe haven to all who seek it- regardless of capacity. As a result, prior to the completion of their recent expansion and remodel, one out of every three days Harbor House housed more people than available beds. Since the completion of the building campaign in 2018, Harbor House has increased their capacity to provide shelter during times of crisis and improved their ability to provide healing and transformative programming, that improves early intervention and helps to move clients out of constant crisis.

LEAVEN collaborated closely with staff from local shelters and transitional programs to address the needs of people experiencing homelessness. COTS and Christine Ann Domestic Abuse Services offer part-time, onsite services in the LEAVEN Community Resource Center, and proposals to expand and offer a satellite office near-downtown Appleton are being considered.

In October 2018, **Pillars Inc** was created after three separately operating agencies merged. Homeless Connections and the Fox Valley Warming Shelter- the two local emergency shelters in Appleton- joined forces with Housing Partnership of the Fox Cities. As a result of the merge, staff was able to reorganize, streamline, and communicate in a more efficient and effective manner, ultimately resulting in better services for individuals and families experiencing homelessness. Under one organization, clients are now connected with the most appropriate housing options, whether shelter, transitional housing, or stable affordable housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

While all 2018PY CDBG subrecipients focused their programs and efforts on serving low- and moderate-income families and individuals, several community agencies focused on preventing families and individuals from experiencing homelessness.

By teaching teens to work on teams, develop a positive work ethic, and improve their engagement with others, the **Appleton Police Department**- through the Summer of Services program- was able to provide students at risk of not graduating from high school an opportunity to stay on track or get back on track to graduating. Failing to graduate high school increases an individual's risk of living in poverty, becoming a substance abuser or addict, and reduces future employment prospects.

Domestic abuse has been identified as a root cause of poverty and homelessness for women and children. Survivors often face overwhelming odds in obtaining long-term security and safety. By addressing client needs, such as safety, emotional support, legal advocacy, job training, education, transportation, and childcare, **Harbor House's** Economic Advocacy Program- available to all Shelter Program residents- worked to move victims to survivors, to thriving members of the Appleton community.

LEAVEN's financial support and assistance prevented individuals and families from slipping into greater poverty, homelessness, and ill health. LEAVEN's rental and utility assistance ensured that individuals and families were stably housed, thereby preventing eviction, disconnection, and homelessness. The security deposit assistance ensured occupancy in safe, affordable housing, thereby preventing extended shelter stay or remaining in abusive relationships.

Any services provided by the **Metropolitan Milwaukee Fair Housing Council (MMFHC)** that prevent housing discrimination from being a barrier to housing opportunities may have prevented episodes of homelessness. Similarly, MMFHC's Enforcement Services- which prevented complainants from losing housing due to unlawful discrimination- served to prevent episodes of homelessness.

Through the merging of Residential Treatment, Contract Packaging, and Sober Living (now known as Apricity, Inc.), the **Mooring Programs** offered a residential outlet to men leaving treatment who might be otherwise homeless. Because learning to live alcohol and drug free life takes more than 28 days of treatment, Mooring offered a supportive environment to practice tools necessary for participants to continue forward on their road to recovery and self sufficiency.

Pillars employed a full-time staff person whose primary role was to connect and collaborate with individuals and families that were at imminent risk of homelessness, and divert them to other living arrangements.

Rebuilding Together Fox Valley (RTFV) played an important role in preventing homelessness by helping low-income homeowners address critical home repairs that impacted their health and safety. In addition to positively impacting the lives of the current homeowner, RTFV also contributed to preserving the affordable housing stock in Appleton by addressing critical components of home safety.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The **City of Appleton** collaborated with several CDBG subrecipient organizations through the Fox Cities Housing Coalition, ensuring that a continuum of care strategy was implemented and executed appropriately in the community. Reports and local data indicated that individuals and families experiencing homelessness in the Appleton community continued to be a concern. As a result, the City of Appleton worked closely with partners to incorporate additional permanent supportive housing options into the community, which included successfully retaining additional federal funding to this cause.

LEAVEN's High-Risk Prevention and Next Step programs- both collaborations with St. Vincent de Paul- Appleton- addressed the needs of individuals imminently at-risk of homelessness and established case plans, goals, and expectations that promoted self-sufficiency and vital relationships.

Part of the advocacy **Harbor House** provided shelter residents included assistance with obtaining permanent housing solutions. As a member of the Fox Cities Housing Coalition, Harbor House remained abreast of current availability of affordable housing in the community and participated in the work of the Coalition to improve the housing situation for homeless individuals. Staff made every effort to stay connected with former residents to identify barriers that may affect their safety and housing, ultimately avoiding future abuse and episodes of homelessness. Financial independence is the number one indicator of whether a survivor of domestic violence will leave and not return to their abuser. Harbor Houses Economic Advocate offered work experience and basic needs assistance to clients in an effort to reduce the period of time they are homeless. Additionally, Harbor House offered a Rent Smart curriculum that assisted residents in obtaining stable, affordable housing and prevent future episodes of homelessness.

Without safe and affordable housing options, families experiencing domestic violence are more apt to become homeless or homeless again. Harbor House continued to collaborate with **Pillars** in providing six transitional housing units specifically for those affected by domestic abuse. Pillars also successfully opened- and has been operating since September 2018- a Day Resource Center, which serves as a daily safe haven for individuals precariously housed or in search of assistance finding affordable housing options.

The Mooring Program played an important role in helping clients find stability and avoid homelessness by establishing critical tools during treatment that emphasized independence, confidence, support, and strength.

PUBLIC HOUSING (CR-30)

Actions taken to address the needs of public housing

While the City of Appleton worked closely with the Appleton Housing Authority to address issues related to affordable housing, no portion of the 2018 CDBG funds were directly used to create or address needs of their public housing stock.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Intra-agency referrals and advertising of the homebuyer program at the Appleton Housing Authority market the homeowner program to current Family Self Sufficiency and public housing clients. The Homebuyer Program Manager has offered resources to both staff and clients to ensure an educated and efficient process.

Actions taken to provide assistance to troubled PHAs

The Appleton Housing Authority was not designated as a trouble housing authority.

OTHER ACTIONS (CR-35)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The **City of Appleton** worked closely with developers and homeowners that encountered barriers to affordable housing and guided them through any administrative channels they could utilize to overcome those barriers.

The **Homeownership Rehabilitation** Loan Program helped property owners maintain their homes so that they could continue to live in the home most affordable to them. Many of the homeowners had satisfied their mortgage, or have a low mortgage payment. With increased rents and an extremely competitive housing market, for most, homeownership is a better option for long-term affordability.

The homeowner down payment assistance administered by the **Appleton Housing Authority** made mortgage payments affordable for first-time homebuyers, and sometimes the funds provided supplemented a homeowner's down payment enough to avoid paying private mortgage insurance (PMI). Many times, affordable houses purchased were in significant need of rehabilitation and without

the Housing Authority's rehabilitation assistance, upgrades would not have been affordable.

An element unique to Apricity's Residential Treatment- specifically **the Mooring Programs**- is the discretion to allow participants to stay enrolled in programming up to 18 months. This additional time has allowed clients the ability to pay down debt or learn how to budget, skills which are rarely learned while in active addiction, but necessary for self sufficiency.

LEAVEN's primary goal is to strengthen outcomes to ensure their clients are transitioning from crisis management to self-sufficiency. LEAVEN eliminated many barriers their clients faced by offering vital services on-site through their Community Resource Center, and developing action plans that addressed both short- and long-term needs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Mooring Programs offered both treatment for clients' substance use disorder, as well as education. These two aspects together are vital for living effectively. Participating men were required to be actively involved in counseling for support and education on substance use disorder, and were expected to regularly attend support group meetings. In addition, educational opportunities were available through Appleton's Financial Information Service Center (FISC) and the AIDS Resource Center of Wisconsin.

Pillars maintains more than 116 affordable housing units in their housing portfolio, and oftentimes include significant supportive services as a condition of the rental lease agreement. Of the total units, Pillars designated twenty units to serve individuals with special needs; 12 units to serve young adults suffering with mental health issues; and six units to serve chronically homeless households.

Finding safe and affordable housing continued to be a significant challenge for **Harbor House** residents and continued to strain shelter resources. Becoming self-sufficient is a key component to finding and maintaining adequate housing for families beyond shelter. In 2018, it was Harbor House's goal to enroll 20 percent of Shelter residents in the Economic Advocacy Program, which resulted in 58 percent of participants obtaining employment and increasing their overall income.

The **Thompson Center on Lourdes'** public facility upgrades ensured safety and code compliance for the elderly and disabled clients serviced through the programs and activities offered. Without the electrical upgrades, continued operations of the facility were jeopardized and the programs offered on-site would likely have ended.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In all instances of affordable housing rehabilitation projects- including the **Appleton Housing Authority** and the **City of Appleton's Homeowner Rehabilitation Loan Program**- the units were inspected under multiple assessments, including lead risk. If lead hazards did exist, the organization was required to address the hazards as part of the rehabilitation, and at project completion, conduct clearance tests to

ensure that the unit was lead safe.

While the City of Appleton Health Department did not utilize CDBG dollars to fund the program in 2018, they continued to administer a Lead Prevention Outreach Program to families in the City of Appleton who have children at least six months of age and are residing in pre-1950 housing.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

By teaching teens to work in teams, develop a work ethic, and improve their engagement with others, the Summer of Services program offered through the **Appleton Police Department** provides students at-risk of not graduating from high school an opportunity to stay on track or get back on track. Failing to graduate high school increases an individual's risk of living in poverty, substance abuse and addiction, and reduces future employment prospects.

The **Appleton Housing Authority** and **Habitat for Humanity** each provided mechanisms for breaking the cycle of poverty through their affordable homeownership programs. Obtaining a mortgage and affordable home for many low- to moderate-income families provides some stability with a lower cost of living and community investment. Additionally, Habitat offered supportive services to all families including job coaching, budget counseling, and provided access to education.

LEAVEN's Community Resource Center was specifically created to help clients transition from crisis management to self-sufficiency, and reduce the number of poverty-level families in the Appleton community. The Center provided ease of access and imposed accountability on clients connected with resources that address the root causes of poverty. Onsite partners provided education, employment opportunities, and financial literacy services, enrollment in public benefits and health insurance, access to legal aid and mental health counseling, support and advocacy to victims of domestic violence, and linkages to medical and dental care.

The safe, decent and affordable housing provided by **Pillars** helped households in poverty create a more stable life, and gain access to resources such as education, budgeting, employment and health and wellness. Clients were encouraged to collaborate with program case managers to generate goals and work plans toward achieving self sufficiency.

The Mooring Program's foundation for recovery is imperative to the development of a life of self sufficiency and economic independence. Addressing the substance use disorder, understanding and recognizing the triggers that often lead to the initial and relapsed use, and utilization of tools learned to combat those triggers are what forms the foundation. The responsibility and self respect that is built off of that foundation are the behaviors that foster the desire to establish solid work histories and become productive citizens. By providing a high quality of treatment combined with a higher quality living environment, Mooring saw a drastic decrease of unemployed men at admittance (86.4%) to unemployed men at discharge (13.6%).

Rebuilding Together Fox Valley alleviated the expenses of home repairs for two households by providing services at no cost to the homeowner. This allowed the household to redirect their money to other essential needs.

By focusing more on economic advocacy, a number of **Harbor House** shelter clients moved into economic independence in 2018. Nearly 58 percent of Economic Advocacy participants reported an increase of income after only 30 days.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Public institutions, non-profit organizations, and private companies comprise the institutional structure that supports the City of Appleton's community development activities, specifically as they relate to CDBG. The City of Appleton, as the major public sector component, served as the lead fiscal and administrative agent for all community development grant programs, including the Community Development Block Grant (CDBG) program, Continuum of Care/Permanent Supportive Housing program (COC PSH), and the Emergency Housing and Homeless program (EHH). The Community and Economic Development and Finance Departments worked together to administer these grants.

Through an active membership of the Fox Cities Housing Coalition- which is comprised of nonprofit and supportive service agencies in the community- the City of Appleton continued to encourage open lines of communication and discussion regarding community development needs in the area. Nearly all subrecipients funded during the 2018PY are active members of the Fox Cities Housing Coalition, which helps to coordinate and maintain the institutional structure of the community's continuum of care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Fox Cities Housing Coalition continued to coordinate efforts between public and private housing providers and social service agencies. Each member agency in the Coalition worked to ensure that all individuals- whether homeless, imminently at-risk of homelessness, or in need of affordable housing, or services- were provided the shelter and support necessary. This network ensures efficiency and effectiveness among the programs offered in the community, and makes every effort to eliminate duplication or redundancy.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The following impediments to fair housing were identified through the Metropolitan Milwaukee Fair Housing Council's research and interviews in 2012: 1) limited fair housing ordinance; 2) need for accurate assessment of affordable and accessible housing supply, and 3) inadequate affordable housing supply relative to residents' income.

Impediment #1: Limited Fair Housing Ordinance

Effective September 2013, the City of Appleton's Fair Housing Ordinance was updated to improve the following aspects:

- 1) Lacks Clarification of Persons Protected Under the Ordinance. The ordinance was updated identifying the protected classes to include age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income, and victims of domestic violence, sexual assault or stalking.
- 2) Has Limited Protection for Persons with Disabilities. The ordinance was updated to permit persons with disabilities to make reasonable modifications to existing housing, allow for the provision of reasonable accommodations in rules, policies, practices, and services to permit persons with disabilities full use and enjoyment of housing, provide protection for assistance animals, require that housing be designed and constructed to ensure accessibility for persons with disabilities, and a definition of disability.
- 3) Lacks Protections for Gender Identity and Gender Expression. The ordinance was updated to include prohibition of discrimination based on gender identity and gender expression.
- 4) Penalties for Violations of the Law. The City of Appleton revised the penalties for illegal housing discrimination to be analogous to the forfeitures enforced under federal law.
- 5) Issuance of Fines Requires Act of Discrimination be Willful. The ordinance was updated to remove the term "willfully," removing the burden of proof from the victim for the purposes of issuing fines under the fair housing laws.
- 6) Scope of Civil Action is Unclear. The ordinance was updated to clarify the scope of a civil action to include holding hearings, subpoenaing witnesses, taking testimony, and conducting investigations.

Impediment #2: Need for Accurate Assessment of Affordable and Accessible Housing Supply

The City of Appleton's Assessor's Office now assesses and maintains data that quantifies the supply of affordable housing.

Impediment #3: Inadequate Affordable Housing Supply Relative to Residents' Income

Data gathered during a local initiative, Project RUSH, shows a significant mismatch in the Appleton community in the availability of affordable housing and the ability of individuals and families to pay for such housing. As such, the City of Appleton, for-profit companies, and other agencies in the community have collaborated to create additional housing options to close this gap.

Late in 2018, the City of Appleton contracted with the Metropolitan Milwaukee Fair Housing Council to update the Analysis of Impediments and all updates are expected to be incorporated into the 2020-2024 Consolidated Plan submitted by the City of Appleton in 2020.

MONITORING (CR-40)

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Ensuring that CDBG funds are utilized efficiently and effectively is continuous throughout each program year. The procedures associated with monitoring activities and assuring that the activities are meeting objectives and goals set forth in the 2015-2019 Consolidated Plan are initiated during the annual application process.

In 2018, applications were received and reviewed for eligibility by staff in the City of Appleton's Community and Economic Development Department. An Advisory Board, comprised of City Council members, City Committee members, and community agency members with experience in grant awarding were responsible for identifying which eligible activities proposed met the greatest need in the community. Recommendations by the Advisory Board were then approved by the City of Appleton's Community and Economic Development Committee, and then the City Council.

The "return on investment" was highly scrutinized throughout the entire allocation process. Meeting high priority needs and objectives, as identified in the 2015-2019 Consolidated Plan, was emphasized to both applicants and reviewers, magnifying the importance the City of Appleton places on community-identified needs and priorities.

Risk assessments were completed shortly after preliminary allocation, and projects requiring additional oversight and technical assistance were identified. Monitoring visits were conducted early in the program year [on projects determined to be of higher risk early] in the program year to ensure agencies were able to remain compliant and meet expectations.

Throughout the 2018 CDBG program year, awarded subrecipients submitted accomplishment reports and payment requests documenting the progress made by their activities. These reports and requests were used by City of Appleton staff to track activity accomplishments, expenditure accuracy, and record keeping. Sufficient documentation, reasonable expenses, and qualifying activities were evaluated. Failure to submit, or identified discrepancies in any of these areas, also triggered additional technical assistance and/or monitoring.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizens were provided with two separate opportunities for public comment: a 30-day public comment period and a public hearing at a regularly-scheduled meeting of the City of Appleton's Community and Economic Development Committee. The public comment period was open May 6, 2019, through June 5, 2019, and the public hearing was held during the June 12, 2019, Community and Economic Development Committee meeting. Comments and views of citizens were taken into consideration and included within the CAPER, as appropriate.

CDBG (CR-45)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives during the 2018 program year, and the City of Appleton does not anticipate making any changes to the programming.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

HOME/ADDI

The City of Appleton did not receive any HOME/ADDI funds during the 2018 program year.

HOPWA

The City of Appleton did not receive any HOPWA funds during the 2018 program year.

Resolution #5-R-19
Rededication & Revitalization of Soldier's Square

Submitted by: Alderperson Schultz, District 9 & Alderperson Williams, District 10
Date: May 15, 2019

Referred To: Community & Economic Development Committee

WHEREAS; Monuments have long been used by civilizations as a way to commemorate a common history and to visualize a shared future and have historically been incorporated into the fabric of civic life through the formation of public spaces which embrace them, and;

WHEREAS; For the bereaved, military comrades, and the public at large, public memorials function as virtual graves for those who often died far from home on foreign soil and serve as permanent reminders of the steep price our nation, and our City, has paid for the preservation of its security and freedoms and the events that have helped shape our common history, and;

WHEREAS; the one-block long plaza roughly 80 feet in width between South Morrison and South Oneida streets, deeded to Appleton in the 1850's by Boston philanthropist Amos Adams Lawrence, the namesake of Lawrence University, holds a deed restriction that it function as a 'Pedestrian Mall', in perpetuity, lest it be returned to the Lawrence family, and;

WHEREAS; Market Street, as it was once known, was renamed in 1911 as 'Soldiers Square,' precipitated by the dedication of a monument created by Italian sculptor Chevalier Gaetano Trentanove and presented by Appleton industrialist A.W. Priest in memory of his brother, James Priest, who died in the Civil War, and;

WHEREAS; In 1915, in response to a national call to honor those who served in the Spanish-American War, the City of Appleton petitioned for and received one of the one thousand "Remember the USS Maine" memorial plaques, cast from the salvaged metals of the infamous warship before it was sunk off the shores of Havana Harbor and dedicating it, along with two Napoleon cannon from the same conflict, on the East end of Soldier's Square, and;

WHEREAS; In 1922, The City Planning Survey recognized the importance of Soldier's Square, its newly established memorial reflection space, as a primary element in its first attempt to create a bold new vision for downtown, featuring an expanded monument boulevard as an anchor to its propose civic centre on the bluff site, and;

WHEREAS; In the late 30's, to make way for parking, the Spanish American War Memorial was relocated to Pierce Park where, subject to vandalism and the scrap drive of 1943 which resulted in the loss of the cannon, has since deteriorated beyond recognition while the Civil War memorial, which remained in Soldier's Square, was largely neglected for over a century, forfeiting its prominence in the public plaza, and;

WHEREAS; More recently, the veterans of the Middle East conflicts, but also including those who served in Viet Nam, Korea and other conflicts over the last half century, have not been formerly recognized in the public commons of Soldier's Square, though deserving of the same recognition and honor afforded all veterans of foreign wars, and;

WHEREAS; Soldier's Square, once provided a place of solace and contemplation, where these memorials were appreciated for their aesthetic and symbolic value beyond their commemorative purpose, complementing the mission of the civic spaces in which they reside by connecting us and causing us to reflect on something larger than ourselves;

WHEREAS; the City of Appleton, presently in the midst of a grand redesign of its downtown core and

bluff sites, including multi-use development proposals adjacent to Soldier's Square, is being afforded a once-in-a-lifetime opportunity to embrace its history and its reverence for our veterans and all who have served since the foundation of the City, by righting this long-standing violation of the spirit of the Amos Lawrence deed restriction and public trust;

NOW THEREFORE, BE IT RESOLVED; That the City of Appleton will commit to an effort to revitalize Soldier's Square and make every attempt to recapture the former function of the space as an open and inviting pedestrian mall and reflection space by rededicating the original boundaries of the pedestrian plaza and public monument square;

BE IT FURTHER RESOLVED; that the City complete both the full restorations of the Civil War Memorial and the Spanish-American War Memorial in the newly revitalized plaza using funds allocated to such restorations in the projected budget for restoration, as well as accommodate the placement of a new 'recent conflicts' memorial at the heart of the plaza to be funded by the citizens of Appleton and a number of local non-profits leading the restoration effort including, but not limited to Sculpture Valley, The Hearthstone Historic House Museum, VFW Post 2778, Desert Veterans of Wisconsin – Fox Valley Chapter, American Legion Post 38 and whomever else rises to assist in this honorable and historic en-deavors.



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Karen Harkness, Director

DATE: June 12, 2019

RE: Resolution #5-R-19: Rededication and Revitalization of Soldier's Square

Resolution #5-R-19 was introduced by Alderperson Schultz, District #9 and Alderperson Williams, District #10 at the May 15, 2019 Common Council meeting.

Staff Recommendation:

Resolution #5-R-19 be referred to staff to complete due diligence.

June 6, 2019

Matthew Rehbein – City of Appleton
100 N. Appleton St
Appleton, WI 54911

Dear Mr. Rehbein,

The purpose of this letter is to inform the City of Appleton that Scannell Properties has an interest in purchasing roughly 30-acres of land within Southpoint Commerce Park for an industrial build-to-suit development. While I cannot disclose the identity of the company, I can share some high-level information regarding the project:

- The tenant is a for-profit Fortune 500 company that does not currently have an operation within this market.
- The use will be warehousing and distribution
- The facility will be a Class A, concrete structure
- The improvements will cost \$18,000,000+
- The initial lease term will be 12+ years
- 300+ jobs will be created
- Construction will begin as soon as possible

Our purchase offer is \$33,000 per gross acre. While I understand that this is less than the marketed asking price, I think this is a very fair and reasonable price considering Becknell Industrial recently paid \$35,000 per acre for a significantly smaller project. Furthermore, we're not utilizing any broker representation, so the city will experience significant savings as a result. Finally, it's worth noting that we have no intention of pursuing any Tax-Increment Financing to assist with this project.

If you have any questions, please give me a call at (763) 251-6300 to discuss.

Sincerely,



Tom McCary
Development Manager
Scannell Properties



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 12, 2019

RE: Offer to Purchase – Lots 26, 27, 28 & 29 Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Scannell Properties, LLC

The City of Appleton has received an Offer to Purchase from Scannell Properties, LLC, for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat Number 3 and Parcel ID #31-9-5712-00, comprising a total of approximately 30.44 acres.

Scannell Properties, LLC anticipates construction of a building for warehouse and distribution use for a Fortune 500 Company not currently located in this market. Anticipated project investment exceeds \$18 million. Scannell would look to begin construction as soon as possible.

The Offer to Purchase is for \$33,000.00 per acre, subject to lot size as determined by survey. Based on the approximate lot size, that would be a purchase price of \$1,004,520. The current ask price for this land is \$40,000 per acre. No commissions are requested in the offer.

Staff Recommendation:

The City of Appleton accept the Offer-To-Purchase for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Scannell Properties, LLC at a purchase price of \$33,000 per acre (\$1,004,520.00 total based on approximate lot size of 30.44 acres m/l) **BE APPROVED.**

REAL ESTATE PURCHASE AGREEMENT

Eisenhower Drive, Appleton, WI

THIS REAL ESTATE PURCHASE AGREEMENT (the “**Agreement**”) is executed and shall be effective as of the Effective Date (as defined in Section 25(n) below), by and between the **CITY OF APPLETON, WISCONSIN** (the “**Seller**”) and **SCANNELL PROPERTIES, LLC**, an Indiana limited liability company, or its assigns (the “**Buyer**”) who acknowledge that the following recitals are a material part of this Agreement:

RECITALS:

A. Seller is the owner, in fee simple, of a parcel of real estate containing approximately 30 acres of land and related appurtenances, and any improvements, structures and/or fixtures located thereon, located adjacent to and west of S Eisenhower Drive, in the City of Appleton in Calumet County, Wisconsin and as more particularly depicted in the attached Exhibit A (the “**Land**,” which Land and any improvements and/or fixtures thereon and all appurtenances thereto are hereinafter collectively referred to in this Agreement as the “**Property**”);

B. Buyer desires to purchase the Property and Seller desires to sell the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller (each a “**Party**”, or collectively, the “**Parties**”) agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, and Buyer agrees to purchase the Property for the price and subject to the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be determined by multiplying the number of gross acres for the Property set forth in the Survey (as defined in Section 6 below) by Thirty-Three Thousand and No/100 Dollars (\$33,000.00).

3. **Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:

(a) Within three (3) business days after the Effective Date, Buyer shall deposit with First American Title Insurance Company c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602 (the “**Title Company**”) an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “**Deposit**”). In addition, if the Buyer exercises its right to extend the Satisfaction Date (as defined in Section 4, below), the Buyer shall deposit an additional sum of Five Thousand and No/100 Dollars (\$5,000.00) with the Title Company for each Extension (as defined in Section 4, below) (with each such additional deposit being referred to here as an “**Additional Deposit**”). The Deposit, and any and all Additional Deposits, if applicable, shall also be referred to herein as the “**Earnest Money**”. The Earnest Money shall be held, applied, returned or retained in accordance with the terms of this Agreement. The Earnest Money shall be invested by the Title Company in an interest-bearing account, or as directed by Buyer, and all interest on the Earnest Money shall be applied to the Purchase Price, or if the Closing (as defined in Section 10, below) does not occur, credited to the Party that is entitled to receive the Earnest Money pursuant to the terms of this Agreement. The Earnest Money shall be deposited with the Title Company pursuant to the terms of a separate escrow agreement, substantially in the specimen form attached hereto as Exhibit B, which shall be prepared in triplicate and executed by Buyer, and promptly executed by Seller and the Title Company.

(b) The remainder of the Purchase Price, plus or minus any prorations and adjustments made pursuant to this Agreement, shall be deposited by Buyer with the Title Company in cash, certified check, wire transfer or other immediately available funds, for payment to Seller at the Closing.

4. **Conditions.** The Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Section 4 (the "**Conditions**") on or before the date that is one hundred twenty (120) days after the Effective Date (the "**Satisfaction Date**").

The Buyer shall have a unilateral right to extend the Satisfaction Date for three (3) additional and consecutive periods of thirty (30) days each (each herein an "**Extension**") if Buyer determines that it requires additional time to attempt to satisfy the Conditions. If Buyer elects to exercise its rights to any such Extension, then Buyer shall advise Seller, in writing (each such notice being referred to as an "**Extension Notice**") at any time on or prior to the one hundred twentieth (120th) day following the Effective Date (for the first Extension) or at any time prior to the expiration of the then applicable Extension (for the next Extension). If Buyer timely delivers an Extension Notice, then the Satisfaction Date shall be extended for the applicable thirty (30) day period.

Buyer may terminate this Agreement on or before the Satisfaction Date (as that date may be extended if the Buyer exercises its right to any Extension as provided above) if the Buyer determines that any one or more of the Conditions specified below have not been or will not be satisfied.

If the Buyer determines, on or prior to the Satisfaction Date (as that date may be extended if the Buyer exercises its right to an Extension as provided above), that the Conditions are satisfied, in its sole discretion then the Buyer may, in its sole discretion, agree to proceed with Closing under this Agreement by delivery of a written notice to Seller, with a copy to the Title Company (herein an "**Approval Notice**"). To be effective, any such Approval Notice must be given on or before the Satisfaction Date (as that date may be extended if the Buyer exercises its right to an Extension as provided above). If the Buyer does not deliver such an Approval Notice to the Seller within the time period provided herein, then this Agreement will automatically terminate without the need for any further notice, and any refundable portion of the Earnest Money will be returned to Buyer, any non-refundable portion of the Earnest Money will be delivered to Seller, and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement. Notwithstanding any of the foregoing to the contrary, if Buyer determines at any time prior to the Satisfaction Date that the Conditions are not satisfied, in its sole discretion, then the Buyer may deliver a written notice to Seller, with a copy to the Title Company (herein a "**Termination Notice**"). If the Buyer delivers such a Termination Notice to the Seller within the time period provided herein, then this Agreement will terminate, and any refundable portion of the Earnest Money will be returned to Buyer, any non-refundable portion of the Earnest Money will be delivered to Seller, and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

The amount of the Earnest Money and the portions thereof that are refundable and non-refundable for specified periods is set forth below:

Period of days following the Effective Date	Earnest Money Amount on Deposit	Refundable Portion of the Earnest Money	Non-Refundable Portion of the Earnest Money
0-120	\$25,000.00	\$25,000.00	\$0.00
121-150	\$30,000.00	\$25,000.00	\$5,000.00
151-180	\$35,000.00	\$25,000.00	\$10,000.00
181-210	\$40,000.00	\$25,000.00	\$15,000.00

If the Buyer does timely issue an Approval Notice, then the full amount of the Earnest Money will become non-refundable (subject to the provisions of Section 17(b), below) and all interest or other income earned in relation to the Earnest Money will be applied as a credit against the Purchase Price that is otherwise due under this Agreement.

The Conditions to be satisfied by Buyer, in its sole discretion, include and are limited to the following:

(a) Buyer shall have received the Title Commitment and Survey, as each is hereinafter defined, in the condition and as required under Section 5 and Section 6 of this Agreement.

(b) Buyer shall have determined that the Property is suitably zoned to a zoning classification compatible with Buyer's intended use of the Property as a warehousing and distribution center, with all necessary classifications, variances, permissions, exceptions, conditional uses, and other approvals having been obtained from all applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event Buyer determines that it requires any approvals, consents or other documentation with respect to the zoning of the Property (including but not limited to rezoning, exception or a special use permit) to permit Buyer's proposed use of the Property, Buyer shall have the right, at Buyer's expense, to file such petitions for such approvals as Buyer deems necessary or appropriate. In such a case, the Seller agrees that it shall execute all necessary consents and other documents necessary for the filing of such petitions and obtaining the appropriate governmental approvals.

(c) Buyer shall have determined that the Property is suitably subdivided and is a separate tax parcel, with all subdivision approvals having been obtained from all applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event that the Property is not subdivided or is not a separate tax parcel, and governmental approvals, consents or other documentation with respect to the subdivision of the Property are required in order to permit the conveyance of the Property by Seller and/or in order to permit the development of the Property as contemplated by the Buyer, the Buyer shall, at Buyer's expense, file such plats and petitions for subdivision approvals as are necessary or appropriate; provided that no subdivision plat shall be filed by Buyer prior to the closing date for the Property without Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In such a case, the Seller agrees that it shall execute all necessary consents and other documents necessary for the filing of subdivision plats and/or petitions and obtaining the appropriate governmental approvals. For purposes of this

Agreement, the term "subdivision" shall include such lot splits or consolidations as determined necessary by Buyer.

(d) Buyer shall have determined that all site plan approvals, permits, consents, approvals and other things required or desired by Buyer to be obtained from all federal, state and local governmental, municipal, public and other authorities, bodies and agencies, including but not limited to environmental approvals, as well as under any covenants, conditions or restrictions applicable to the Property and Buyer's proposed use thereof (collectively the "**Approvals**"), either have been obtained and remain in full force and effect or will be obtainable by Buyer, in either case on terms acceptable to Buyer.

(e) Buyer shall have determined that utilities, including, but not limited to, gas, electricity, water, sanitary sewer, storm sewer, telephone and other telecommunication utilities, are available at the Property line, in such capacities and in such locations as are satisfactory to Buyer. If such utilities are not available at the Property line in such capacities as will permit the Buyer to use the Property for its proposed use as a warehousing and distribution center, the Buyer shall have determined that such utility infrastructures are available, in sufficient capacities, to be extended by Buyer through perpetual easements that benefit the Property or through public rights-of-way, that will permit the Buyer to extend such utilities to the Property, at Buyer's expense.

(f) Buyer shall have determined that the Property has free, unrestricted and direct legal rights of access and ingress and egress to one or more public roads or highways, with access drives and curb cuts to such specifications and in such number and at such locations as deemed necessary or desirable by Buyer.

(g) Buyer shall have received such environmental site assessments, archaeological studies and geotechnical reports, which may include a delineation of any wetlands on the property, and any other information that the Buyer deems relevant to its proposed use of the Property, all of which shall be acceptable to Buyer.

(h) Buyer shall have determined that any and all improvements, structures, facilities and fixtures on the Property (which, if any, are collectively referred to herein as the "**Improvements**") are located entirely within the bounds of the Property and that there are no encroachments upon the Property by improvements or appurtenances on any property adjoining the Property.

(i) Buyer shall have determined that the Property is not protected habitat for any endangered or protected species of plant, animal or other living organism.

(j) Buyer shall have determined that the Property is not located within any area of special flood hazard and that flood insurance will not be required for any improvements that may be developed by the Buyer on the Property. Buyer shall have determined that: (i) it can develop a feasible site plan for its proposed development; and (ii) the acquisition and development of the Property presents a viable economic opportunity.

(k) Buyer shall have obtained financing acceptable to Buyer for its acquisition of the Property.

(l) Buyer shall have procured an executed lease for the Property from a commercial tenant, on terms acceptable to Buyer.

(m) Buyer shall have determined that Seller shall have taken any necessary actions to cause any existing leases pertaining to the use and occupancy and/or farming activities in and/or upon the Property to be terminated prior to the Closing Date.

Seller agrees to reasonably cooperate with Buyer, including furnishing Buyer with all necessary information, and executing such applications and other documents as may be required, in connection with Buyer's satisfaction of the above Conditions, all at no cost to Seller.

At any time after the Effective Date, Buyer and its agents shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense.

5. **Title.**

(a) Buyer shall procure a commitment for an owner's policy of title insurance (the "**Title Commitment**") issued by the Title Company on the ALTA 2006 Owner's Policy form (or other form acceptable to Buyer), in which the Title Company shall agree to insure, for the full amount of the Purchase Price, merchantable fee simple title to the Property in the name of Buyer, free from the Schedule B standard printed exceptions and all other exceptions except those exceptions which are acceptable to the Buyer, in its sole discretion (the "**Permitted Exceptions**") after delivery of the Deed (as defined in Section 11) to Buyer from Seller. The Title Commitment shall cover and include any easements and other rights appurtenant to the Property. Such Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions thereto. The Title Commitment shall be updated prior to the Closing to reflect the state of the title not more than ten (10) days prior to the Closing. Buyer shall pay any and all costs and expenses related to the title insurance, including all search fees, closing fees and the premium for the owner's title insurance policy and all endorsements (the "**Title Policy**") issued pursuant to the Title Commitment.

(b) If: (i) the Title Commitment reflects any exceptions to title which are not acceptable to Buyer, in Buyer's sole discretion; or (ii) the Survey delivered to Buyer pursuant to Section 6, below, discloses any state of fact not acceptable to Buyer, in Buyer's sole discretion; or (iii) at any time prior to the Closing, title to the Property is encumbered by any exception to title not acceptable to Buyer, in Buyer's sole discretion (with any such exception or unacceptable state of fact being referred to herein as a "**Title Defect**"); then Buyer shall, on or before the Satisfaction Date (or, in the case of a Title Defect not disclosed by the Title Commitment prior to the Satisfaction Date, within fifteen (15) days after Buyer receives notice of such Title Defect, along with a copy of such exception), give Seller written notice of such Title Defect. Seller shall have the right, but not the obligation (except as specifically set forth below), during the thirty (30) day period after receipt of such notice, but not later than Closing, to remove such Title Defect or obtain affirmative title insurance coverage acceptable to Buyer, insuring and defending Buyer against any loss, cost or expense arising out of or related to such Title Defect ("**Affirmative Coverage**"). If Seller elects to do so, then on or before the Closing Date, Seller shall provide Buyer with reasonable evidence of such removal or provide reasonable evidence that such Title Defect will be removed or that such Affirmative Coverage shall be obtained. Notwithstanding anything contained herein to the contrary, Seller shall be obligated to expend whatever sums are required to cure or obtain Affirmative Coverage for the following Title Defects prior to, or at, the Closing:

(1) All mortgages, security deeds or other security instruments encumbering the Property (which do not result from acts or omissions on the part of Buyer);

(2) Judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property; and

(3) All past due *ad valorem* taxes and assessments of any kind, which constitute, a lien against the Property and any "roll back" or similar taxes that will become due and payable as a result of any change in the use of the Property following the Closing.

(c) The Title Policy to be issued at Closing shall include: (i) a zoning endorsement (if permitted by applicable law) in a form acceptable to the Buyer; (ii) an access endorsement to affirmatively insure access to and from the Property; (iii) a utilities endorsement to affirmatively insure that the Property has access to and is serviced by applicable, specified utility services; (iv) affirmative coverage of and for any appurtenant easements; (v) a contiguity endorsement, if the Property is comprised of two or more parcels; and (vi) any other title endorsements requested by Buyer.

(d) Seller shall have the right, if reasonably necessary, to extend the Closing Date (as defined in Section 10, below), for a period not to exceed twenty (20) days in order to cure or obtain Affirmative Coverage for any Title Defect.

(e) In the event Seller is unable or unwilling to cure or obtain Affirmative Coverage for any Title Defect within the time periods set forth above, Buyer shall have the option to either: (i) waive any such Title Defect and proceed to Closing; or (ii) terminate this Agreement and receive a full refund of the Earnest Money, in which case neither Party shall have any further obligations hereunder, except as specifically set forth in this Agreement.

(f) If this transaction is to be closed through a local agent of the Title Company, then as a condition to Closing the Buyer shall be entitled to receive a closing protection letter issued by the Title Company, covering its local agent, in a form reasonably acceptable to Buyer.

6. **Survey.** Buyer, at its expense, shall procure a survey of the Property (the "Survey") prepared by a registered land surveyor satisfactory to Buyer. In addition to any other requirements of Buyer, the Survey shall disclose on the face thereof the number of gross acres included in the Property and be certified to Seller, Buyer, Title Company and Buyer's lender.

7. **Cooperation of Seller and Property Information.** Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property.

(a) Seller agrees that it shall, within ten (10) days following the Effective Date and at Seller's expense, deliver to Buyer true, correct and complete copies of the following documents and/or information, to the extent that such documents and/or information are within the Seller's custody or control: (i) copies of all current or most recent available real estate tax bills applicable to each parcel of the Property; (ii) any utility bills pertaining to the Property; (iii) any plans or specifications pertaining to any Improvements on the Property; (iv) any warranties and/or service contracts pertaining to any Improvements on the Property; (v) any existing surveys, geotechnical reports, maps, or other reports pertaining to the physical condition of the Property, including, without limitation, structural reports, maintenance reports, environmental reports (the "**Environmental Reports**"), soils reports and similar test or inspection reports; (vi) any permits

or approvals pertaining to the Property; (vii) any environmental impact reports, zoning commitments, declarations or similar development restrictions and/or approvals; (viii) any existing title insurance commitments or policy(ies); (ix) any management, service and maintenance contracts, or any leases, relating to the Property, including any amendments thereto; (x) any covenant, condition and/or restriction that encumbers the Property; and (xi) any legal notice received by Seller which affects the Property.

(b) Seller agrees that it shall, within ten (10) days following the Effective Date and at no cost to Buyer, complete to its actual knowledge and deliver to Buyer the Environmental Site Assessment Owner's Disclosure (the "ESA") in the form attached as Exhibit C. The ESA is a statement of conditions and information concerning the Property made to the best knowledge of the Seller on the date it is completed, and is not a guaranty or warranty of any kind by the Seller. The ESA is not a substitute for any inspections or tests, and the Buyer is solely responsible for obtaining its own independent professional investigations to determine the condition of the Property.

8. **Taxes and Assessments.**

(a) The records of the Calumet County Auditor and/or Treasurer reflect that the Property currently consists of all of (i) Parcel No. 31-9-5712-26 (1.74 acres), (ii) Parcel No. 31-9-5712-27 (1.69 acres), (iii) Parcel No. 31-9-5712-28 (1.69 acres), (iv) Parcel No. 31-9-5712-29 (1.74 acres), and Parcel No. 31-9-5712-00 (23.58 acres). Copies of the Calumet County Auditor's and/or Treasurer's records for the above parcels will be provided by the Seller to the Buyer pursuant to Section 7(a) above.

At the Closing, Seller will pay all real estate taxes and assessments that are due and payable. Taxes and assessments for the year of the Closing shall be prorated between the Seller and Buyer on a calendar year per diem basis, using the most recent tax and assessment records available.

At the Closing, Buyer shall receive a credit against the cash payment required for the taxes and assessments allocated to the Seller for the period from January 1 through the date of the Closing and the Seller shall not be further liable for such taxes and assessments.

(b) Notwithstanding any other provision of this Agreement to the contrary, Seller shall be responsible for the amount of any agricultural rollback taxes, or similar taxes imposed as the result of any change from the existing use of the Property, and shall indemnify Buyer against liability for any such taxes.

9. **Insurance, Condemnation and Risk of Loss.** The Seller's insurance on the Property shall be cancelled as of the Closing Date. In the event that, prior to Closing, all or any portions of the Property, any interests therein, or any rights appurtenant thereto are (i) damaged or destroyed by any fire or other casualty, or (ii) taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either (a) cancel this Agreement by written notice to Seller, in which event Title Company shall immediately refund the Earnest Money to Buyer and neither Party shall have any further obligation hereunder, except as specifically set forth in this Agreement, or (b) elect to proceed with Closing, in which event the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by the insurance carrier (plus an amount equal to the amount of the deductible feature of the Seller's insurance policy) or by the

condemning authority, by reason of any such casualty or by reason of any such taking, appropriation or action or proceeding in lieu thereof, and Seller shall transfer and assign to Buyer at Closing any and all further insurance or condemnation proceeds, claims, demands, actions and choses in action which may exist by virtue of such casualty, taking, appropriation or action or proceeding in lieu thereof; provided, however, that until the earlier of: (y) the Closing Date, or (z) termination of this Agreement, Seller shall not make any voluntary settlement or agreement regarding any casualty loss, taking, appropriation or action or proceeding in lieu thereof with any insurance carrier or any condemning authority, without first obtaining Buyer's written consent to such settlement or agreement.

10. **Closing.** The closing of the purchase and sale of the Property (the "**Closing**") shall occur at the offices of the Title Company or another location selected by both Seller and Buyer, upon the date (the "**Closing Date**") that is thirty (30) days after the Satisfaction Date (as that date may be extended if the Buyer exercises its right to any Extension as provided above), unless the Buyer and Seller mutually agree upon a different Closing Date.

Any and all documentary stamps, transfer taxes or conveyance fees due and payable upon the transfer of title contemplated herein shall be the responsibility of and shall be paid by the Seller. Seller will pay for preparation of the Deed, and Buyer will pay for the per page charge for recording the Deed. All closing costs and prorations shall be as provided in this Agreement, or in the absence of such provision, allocated according to the local custom in Calumet County, Wisconsin. All prorations shall be final.

11. **Closing Documents.** At the Closing, Seller shall execute and deliver to Buyer: (i) a general warranty deed in recordable form conveying fee simple title to the Property to Buyer, using the Survey legal description and subject only to the Permitted Exceptions and otherwise free and clear of all liens and encumbrances except such as have been approved in writing by Buyer (the "**Deed**"); (ii) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law; (iii) a title affidavit in a form satisfactory to the Buyer and the Title Company, suitable to permit the Title Company to delete the standard, pre-printed exceptions (identified in the Title Commitment) from the Title Policy; (iv) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended (the "**Code**"); (v) an IRS Form 1099-S Disclosure Statement (if required under the Code); (vi) an assignment, in a form satisfactory to the Buyer, of any and all leases, contracts and/or service agreements, if any, pertaining to the Property that Buyer requests be assigned to Buyer; (vii) a closing or settlement statement prepared by the Title Company; (viii) an assignment of any warranties pertaining to any Improvements located on the Property; and (ix) such other instruments, certificates or affidavits as may be provided herein or as Buyer or Title Company may reasonably request to effect the intention of the Parties hereunder.

12. **Possession.** Sole and actual possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is on the Effective Date, ordinary wear and tear excepted and subject to Section 9, above, free and clear of any rights or claims of any other party.

13. **Rights and Obligations.** The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the Parties and their respective permitted assigns.

14. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (i) in person; or (ii) by certified or registered first class prepaid U.S. Mail, return receipt requested; or (iii) prepaid by nationally-recognized overnight courier service such as FedEx, to Seller or Buyer at their respective addresses set forth below, or at such other addresses, notice of which shall previously have been given to the other Party in accordance with this Section 14. Such notices shall be deemed given when personally delivered or when deposited in the mail or with such courier service. The

Parties shall provide courtesy copies of notices by facsimile, e-mail or other means, but such copies shall not constitute notice under this Agreement.

Seller: City of Appleton, Wisconsin
100 N. Appleton Street
Appleton, WI 54911
Attn: Matt Rehbein
E-Mail: matthew.rehbein@appleton.org
Facsimile: (920) 832-5994

Buyer: Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: James C. Carlino, General Counsel
E-mail: jimc@scannellproperties.com
Facsimile: (317) 843-5957

with a courtesy copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Attn: Tony Setzer
E-Mail: tsetzer@boselaw.com
Facsimile: (317) 223-0361

15. **Representations and Warranties.** Seller hereby warrants and represents to Buyer, as of the Effective Date and as of the Closing Date, as follows:

(a) The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is bound, or by the organic agreements establishing and regulating the Seller's business affairs, and the Seller has full power and authority to enter into and consummate the transactions contemplated by this Agreement, and all consents and approvals necessary therefor have been obtained.

(b) The Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement; and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind it to this Agreement.

(c) Seller is the legal and equitable owner of fee simple title to the Property and has the right to convey such fee simple title by Deed to Buyer on the Closing Date free and clear of all options, rights, covenants, easements, liens and other rights in favor of third parties, other than the Permitted Exceptions. The Property is not subject to any: (i) outstanding agreements of sale, options, liens, or other rights of third parties to acquire any interest(s) therein; (ii) ground leases or other leases or tenancies, including but not limited to equipment or signage leases, or other agreements relating to the ownership of the Property; (iii) real estate, management, supply, promotional, operating, maintenance, security or other service contracts; (iv) any declarations of covenants, conditions and restrictions, or similar encumbrances, affecting the Property; or (v) other encumbrance(s) other than the Permitted Exceptions. Seller shall not encumber or allow the

Property to be encumbered by any of the foregoing without Buyer's consent, which may be granted or withheld in Buyer's sole discretion.

(d) Seller does not hold any approvals, licenses, certificates, or permits to own, operate, use and/or maintain the Property, nor is Seller aware that any such approvals, etc., are necessary for Seller's current use of the Property.

(e) No work has been done on the Property, or materials or utilities furnished, that have not been fully paid for, and there is no claim against any portion of the Property or Seller for or on account of work done, materials furnished or utilities supplied to the Property. There are no payback agreements, revenue bonds, utility debt service expenses or other charges or expenses applicable to the Property.

(f) To the best of Seller's knowledge: (i) there are no violations, or threatened or pending violations, of any laws, statutes, ordinances, rules or regulations with respect to the Property open, noticed or existing; and (ii) no litigation, condemnation proceedings, eminent domain proceedings or similar actions or proceedings are now pending or threatened against the Property, or which could result in any judgment lien against the Property; nor does Seller know of or have reasonable grounds to know of any basis for any such violation, action or claim.

(g) There are no unpaid: (i) *ad valorem* real estate taxes or assessments; or (ii) assessments for public improvements pertaining to the Property. To the best of Seller's knowledge: (i) there are no public plans or proposals for changes in road grade, access or other municipal improvements which would affect the Property or result in any assessment; (ii) no ordinance authorizing improvements, the cost of which might be assessed against Buyer or the Property, is pending; and (iii) there is no appellate tax proceeding pending for the reduction or increase of the assessed real estate tax valuation to the Property or any portion thereof.

(h) The Property has direct legal and perpetual rights of access to and from the Property to one or more public roads.

(i) Utility services for water, sanitary and storm sewers, natural gas, electricity, and telephone and telecommunications services are available either at the Property or in the vicinity of the Property in locations wherein the Buyer can connect to such existing utility infrastructures and extend the same to the Property at its own expense through perpetual private easements that benefit the Property or through public rights-of-way.

(j) To the best of Seller's knowledge, without independent investigation or inquiry, except as otherwise disclosed in the Environmental Reports: (i) there are no underground storage tanks on the Property, (ii) the Property has never been used as a landfill or garbage dump, and (iii) there are no hazardous, toxic or infectious wastes, substances or materials present on the Property in quantities or concentrations or otherwise stored or used in violation of any applicable Environmental Laws (as herein defined). For these purposes, the term "**Environmental Laws**" shall mean and refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Super Fund Amendments and Reauthorization Act (42 U.S.C. § 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*); and the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*);

each as heretofore and hereafter amended or supplemented, and any future or present local, state or federal statute, rule or regulation pertaining to the regulation and protection of the environment, industrial hygiene, pollution, or environmental effects on health and safety.

(k) Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

The representations and warranties in this Section 15 shall survive the Closing Date for a period of two (2) years. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including, but not limited to, reasonable attorneys’ fees) arising or resulting from, or suffered, sustained or incurred by Buyer as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing representations and warranties by Seller to Buyer or the breach of any of the foregoing representations and warranties of Seller, which indemnity shall survive the Closing Date for such period, and, regarding any such representations and warranties as to which any litigation that was filed within such period is pending, also during the pendency of any such litigation, including appeals, if any.

16. **Prorations.** Subject to the provisions of Section 8, above, Seller shall be entitled to all income and shall be responsible for all expenses produced from the operation of the Property which are allocable through and including the Closing Date. Buyer shall be entitled to income and shall be responsible for all expenses which are allocable to the period after the Closing Date. Unless otherwise specifically set forth in this Agreement, at the Closing, all items of income and expense shall be prorated in accordance with the foregoing principle.

17. **Default and Remedies.**

(a) In the event of a default by Buyer under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to terminate this Agreement and receive the Earnest Money as full liquidated damages for such default of Buyer, whereupon the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. In the event of any such default, the Seller shall give the Buyer written notice of the occurrence of such default (a “**Buyer Default Notice**”) and the Buyer shall have twenty (20) days following its receipt of such Buyer Default Notice in which to cure such default hereunder. It is hereby agreed that Seller’s damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and receive a full refund of the Earnest Money, or to seek specific performance of Seller’s obligations under this Agreement. In the event of any such default, the Buyer shall give the Seller written notice of the occurrence of such default (a “**Seller Default Notice**”) and the Seller shall have twenty (20) days following its receipt of such Seller Default Notice in which to cure such default hereunder.

18. **Use of Brokers.** Seller and Buyer hereby warrant that neither Party has an obligation to pay an outside brokerage commission for the sale of the Property. Buyer and Seller hereby agree to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, plus all costs of collection, including litigation expenses and attorneys' fees, as a result of a claim for a commission, fee or other compensation made by any real estate broker, finder or other person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.

19. **Attorneys' Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party, the prevailing Party shall be entitled to recover from the non-prevailing Party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

20. **Binding Effect.** This Agreement is executed by Buyer and submitted to Seller as an offer to purchase the Property. If: (i) Seller does not execute and deliver this Agreement, without revision, to Buyer within five (5) business days after the date of Buyer's execution of this Agreement, Buyer's offer shall terminate and expire; or (ii) in the event Buyer delivers written notice to Seller within such period, revoking its offer to purchase; in either event, Buyer shall have no further liability or obligation hereunder.

21. **Confidentiality.** Buyer and Seller acknowledge that only to the extent permitted by Wisconsin's Open Records and Open Meeting Laws, the terms of this Agreement, Buyer's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Buyer, and any information provided by Seller pursuant to Section 7, above, shall be kept and maintained confidential and shall not be disclosed by either Party to any third party without the prior written consent of the other Party. This provision shall not prohibit disclosures on a "need to know" basis to employees, agents, attorneys, brokers, surveyors, title companies, engineers, contractors, lenders, etc., as necessary to obtain financing or governmental permits and approvals, to potential tenants, or as compelled by legal process or required by law, including without limitation Wisconsin's Open Records and Open Meeting Laws. This provision shall survive any termination of this Agreement.

22. **Section 1031 Exchange.** In the event that either Party elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the Code, the other Party shall reasonably cooperate upon the request of the electing Party, including prompt execution of such documents as may reasonably be required to effectuate such exchange, provided that: (a) the electing Party shall bear all costs in connection with such exchange and shall indemnify and hold the other Party harmless from and against any cost, claims, expenses or liabilities (including attorney's fees) incurred by the other Party solely as a result of structuring the transaction as a like-kind exchange; and (b) the exchange shall have no material effect on the terms of either Party's rights or obligations under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Seller agrees that Buyer may assign its rights in this Agreement to a third party as part of any such exchange. Nothing contained herein shall prevent both Parties from electing a like-kind exchange.

23. **Force Majeure.** Except with regard to the payment of money due, if either Party hereto shall be delayed, hindered in, or prevented from the performance of its obligations hereunder by reason of any occurrence which is not within the reasonable anticipation or control of such Party, including but not limited to strikes, lockouts, labor troubles, governmental action or inaction, failure of power, riots, insurrection, war, acts of God, or other similar reason, and which occurrence, in any event, is not a result

of the intentional act, negligence or willful misconduct of such Party (a “**Force Majeure Event**”), such Party’s performance shall be excused for the period of time equivalent to the delay caused by such Force Majeure Event, provided such Party gives prompt notice to the other Party of such delay.

24. **Independent Contract Consideration.** In consideration of the Seller’s execution of this Agreement and the permission afforded to the Buyer to have access to and rights of entry upon the Property, the Buyer agrees to pay to the Seller the sum of Twenty Five Dollars (\$25.00), which amount shall be non-refundable and non-applicable to the Purchase Price, and will constitute independent contract consideration for the Seller’s agreement to enter into this Agreement. Such amount shall be due and payable upon demand by Seller to Buyer.

25. **Miscellaneous Provisions.**

(a) This Agreement shall be interpreted and enforced according to the laws of the State of Wisconsin, without reference to its conflict of laws rules. The venue of any litigation arising out of this Agreement shall lie exclusively with the state or federal court in whose district the Property is located.

(b) All headings and section designations of this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.

(c) This Agreement, and any amendments hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties agree that, except for notices (which are governed by Section 14, above), signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

(d) The provisions of this Agreement are intended to be for the sole benefit of the Parties and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.

(e) If, under any provision of this Agreement: (i) the date any act to be done or action to be taken; or (ii) the last day of any time period, including any notice period; falls on a Saturday, Sunday or legal holiday in the state whose law governs this Agreement, then such act or action shall be deemed to have been validly done or taken on, or such time period shall be deemed extended to, the next succeeding day which is not a Saturday, Sunday or legal holiday, and all succeeding time periods shall be deemed extended accordingly. Unless otherwise specified in this Agreement, all references herein to a “day” or “days” shall refer to calendar days.

(f) Buyer may assign this Agreement and all of its interests herein to an entity related to or affiliated with Buyer or the potential landlord of the lease referred to in Section 4(l) above without obtaining the Seller’s consent. Upon any assignment, the assignee shall have and be subject to all the rights, benefits, duties and obligations of Buyer hereunder and the Buyer named in this Agreement will be relieved of any rights or obligations hereunder.

(g) This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or

inducements to the execution hereof or in effect between the Parties. No change or addition shall be made to this Agreement except by a written agreement duly executed by Seller and Buyer.

(h) The Parties acknowledge that each has been represented by, or has had the opportunity to consult with, legal counsel of its own choosing in this matter, and this Agreement has been arrived at through arms' length negotiation. For purposes of the rule of contract interpretation that construes a document against its drafter, the Parties agree that neither Party nor its counsel shall be considered the drafter hereof.

(i) If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in accordance with its intent as if such invalid or unenforceable provision had never been contained herein.

(j) No failure by either Party, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either Party to enforce such terms, nor shall any waiver by either Party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing and signed by the Party granting such waiver.

(k) Buyer represents and warrants to Seller that: it has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement; and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind it to this Agreement.

(l) With regard to all matters in this Agreement requiring the consent or approval of either Party, the Parties agree that any such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless otherwise specifically provided in this Agreement.

(m) All Exhibits to this Agreement are incorporated herein as though fully set forth.

(n) For purposes of this Agreement, the term "**Effective Date**" will mean and refer to the date upon which the latter of the parties executes this Agreement, as indicated by the respective dates set forth adjacent to each of the parties' respective signatures to this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

SELLER:

BUYER:

City of Appleton, Wisconsin

Scannell Properties, LLC, an Indiana limited liability company

By: _____

By: 

Printed: _____

Printed: Marc Pfleger

Title: _____

Title: Manager

Date: _____

Date: 6/7/19

3649828_2

Index to Exhibits

Exhibit A – Legal Description of the Property

Exhibit B – Form of Escrow Agreement

Exhibit C – Form of Environmental Site Assessment Owner's Disclosure

EXHIBIT A
DEPICTION OF THE LAND



EXHIBIT B

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

Escrow Number: _____ **Date:** _____, 201__

Property Address: _____

Deposit Amount: \$ _____ .00

SCANNELL PROPERTIES, LLC, an Indiana limited liability company (the “**Buyer**”), and _____ (the “**Seller**”), are parties to that certain Real Estate Purchase Agreement (the “**Agreement**”) dated as of _____, 201__, with respect to the above referenced property (the “**Property**”), which is more particularly described in the Agreement. The Buyer has deposited the sum of _____ and No/100 Dollars (\$ _____ .00) (the “**Deposit**”) with First American Title Insurance Company (the “**Title Company**”) to be held under the terms of the Agreement and the terms of this Escrow Agreement (the “**Escrow Agreement**”). On or before the Satisfaction Date (as defined in the Agreement), the Deposit shall be refunded by the Title Company to the Buyer upon receipt of a written request from the Buyer, together with evidence that the Buyer has given the Seller written notice of termination in accordance with the terms of the Agreement. Following the Satisfaction Date, if the Title Company has not received any written request from the Buyer as set forth above, the Deposit and any Additional Deposits (as defined in the Agreement) shall be distributed to Seller and/or Buyer as directed in Section 4 of the Agreement.

Following the Satisfaction Date, the Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys’ fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said deposit, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred.

Except as expressly provided herein, in no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Buyer, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of the Buyer in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America (“**Qualified Investments**”). The funds

invested in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Buyer shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: Escrow fee in the amount of \$0.00 will be billed as follows: Half to Seller and half to Buyer. NOTE – ESCROW FEES WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by facsimile or scanned and e-mailed shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[Remainder of this Page Intentionally Blank.]

EXHIBIT C

ENVIRONMENTAL SITE ASSESSMENT OWNER'S DISCLOSURE

[ATTACHED]

The following information is to be completed by the owner of the property.

LANDOWNER	Name:				Contact:			
	Address:							
	City:				State:		Zip Code:	
	Phone:		Fax:		Email:			

Site Address:							
City:				State:		Zip Code:	
Site or Facility Description, Assessor's Parcel No. (if undeveloped land):							

SITE INFORMATION				
Advise the following characteristics of the site:	Yes	No	Unk	Comments / Details
Property acreage:				
Date property developed:				
Garage?				
Garage floor drains?				
Truck wash area?				
Dock / warehouse floor drains?				
Dry wells?				
Sanitary sewer?				
Storm sewers?				
Septic systems?				
Well water systems?				
Public water?				
Sump systems?				
Oil/water separator systems?				
Service pits?				
Asphalt paving?				
Stone paving?				
Oil/gas spills on the site?				
Underground tanks?				
Aboveground tanks?				
Were tanks removed from site?				
Offsite fill used?				
Radon issues?				
Asbestos containing materials?				
Flood plain?				
Wetlands?				
Other environmental concerns with site?				

SITE INFORMATION

Advise uses and activities performed onsite:

Current use of property:	
--------------------------	--

Past use of property:	
-----------------------	--

	Yes	No	Unk	Comments / Details
Was used oil ever used for dust control?				
Hazardous wastes generated on site?				
Drums or containers stored onsite?				
Other environmental concerns?				

Indicate adjacent uses of property (i.e., industrial, commercial residential, roads, rail, undeveloped, etc.):

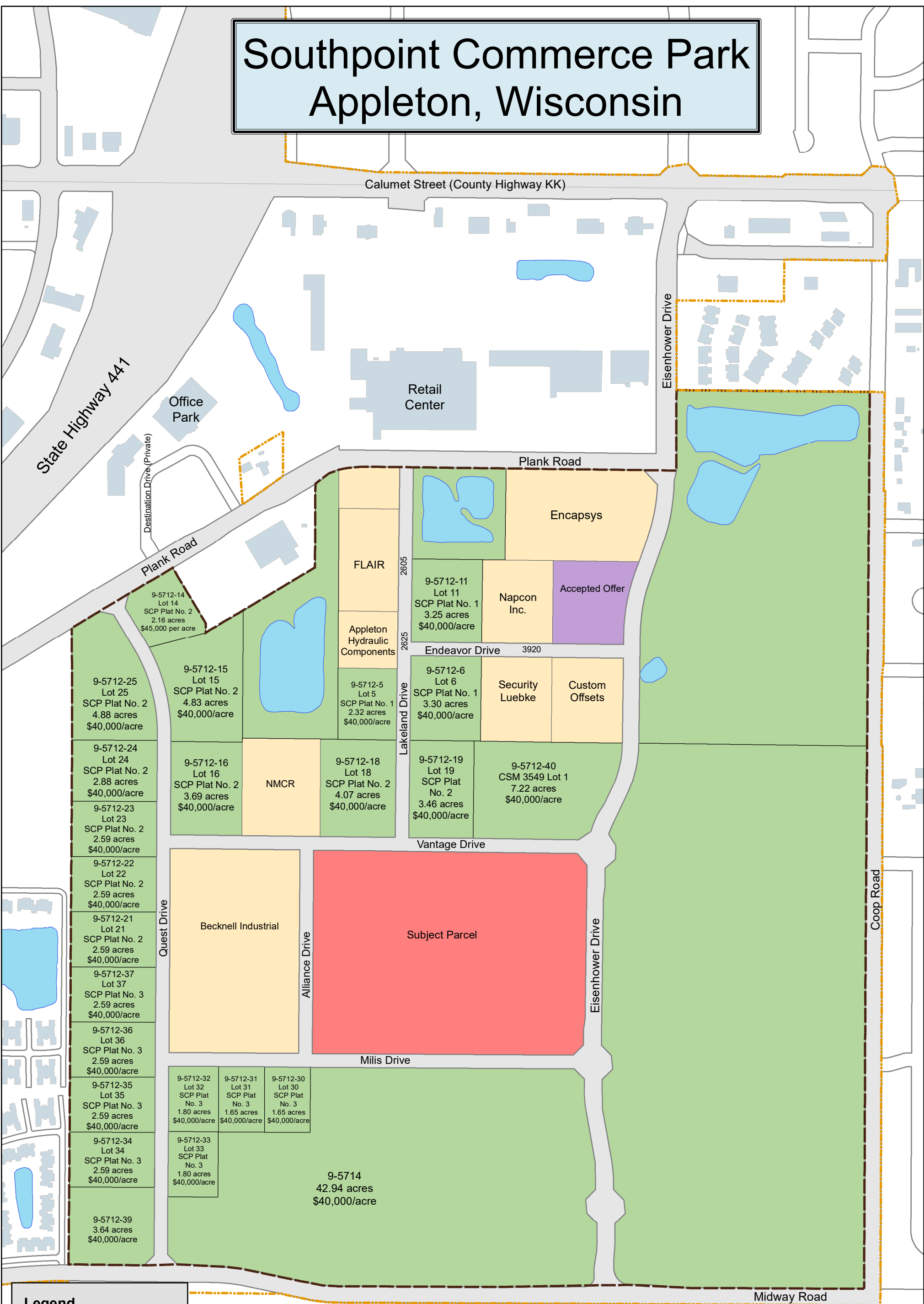
North	
South	
East	
West	

Advise if the following information is available:	Yes	No	Unk	Comments / Details
---	-----	----	-----	--------------------

Real estate appraisal				
Locator map				
Property survey				
Legal description				
Title commitment				
Geotechnical reports				
Environmental assessment or remediation reports				
Facility plans				
Environmental permits				
Inspection reports or notices of violations				
Public complaints about property				
Other information available?				

Completed by (print):			
Signed by:		Date:	

Southpoint Commerce Park Appleton, Wisconsin



Legend

- For Sale (City Owned)
- Accepted Offer
- Privately Owned Parcels
- Subject Parcel
- City Limits
- Park Boundary

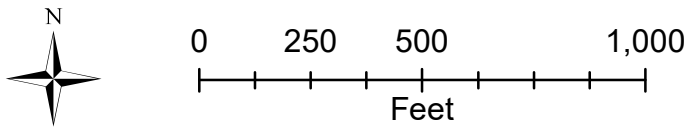


Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts
9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-14
Lot 14
SCP Plat No. 2
2.16 acres
\$45,000 per acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-4
Appleton
Hydraulic
Components

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-19
Lot 19
SCP Plat
No. 2
3.46 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-26
Lot 26
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

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Lot 26
SCP Plat
No. 3
1.74 acres
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SCP Plat
No. 3
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SCP Plat
No. 3
1.74 acres
\$40,000/acre

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Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
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SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
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SCP Plat
No. 3
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\$40,000/acre

9-5712-30
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SCP Plat
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\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
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\$40,000/acre

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Lot 34
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9-5712-30
Lot 30
SCP Plat
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\$40,000/acre

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Lot 35
SCP Plat No. 3
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\$40,000/acre

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Lot 34
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SCP Plat
No. 3
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\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

Endeavor Drive

Lakeland Drive

Quest Drive

Alliance Drive

Eisenhower Drive

Coop Road

Vantage Drive

Milis Drive

Officially Mapped Midway Road

Midway Road

1 inch = 600 feet

0 300 600 1,200 Feet





MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 12, 2019

RE: Offer to Purchase – Lots 5 and 11 Southpoint Commerce Park Plat 1 from Messenger Property Management, LLC

The City of Appleton has received an Offer to Purchase from Messenger Property Management, LLC for Lots 5 and 11 in Southpoint Commerce Park Plat Number 1, comprised of approximately 2.32 and 3.25 acres respectively.

Messenger Property Management, LLC anticipates construction of a building for food grade manufacturing and distribution. Their goal is to be up and running within 12 months, so construction would have to begin shortly upon approval of plans.

The Offer to Purchase is for the full asking price per acre; however, there is one additional provision of note listed:

- 1) The City of Appleton will provide an investment of 50% of the land purchase amount (50% of \$222,800 = \$111,400) to Buyer upon completion of construction and occupancy of the new building. Each lot would be handled independently for the reinvestment.

This is the same language that has been approved in past transactions to encourage investment in the City resulting in increased net new construction. There is no broker commission due in this transaction.

The City's investment in this project would be memorialized by a Development Agreement between the City of Appleton and Messenger Property Management, LLC.

Staff Recommendation:

Acceptance of the Offer-To-Purchase for Lots 5 and 11 in Southpoint Commerce Park, Plat 1 from Messenger Properties, LLC for \$222,800.00 (\$40,000.00 per acre) comprised of approximately 2.32 and 3.25 acres respectively and staff authorization to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$222,800 = \$111,400) **BE APPROVED**.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 6/6/19 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, Messenger Property Mgt

3 offers to purchase the Property known as (Street Address) Vacant Lots 11 and 5 in Southport Commerce Park

4 _____ in the city of Appleton, County of _____,

5 Wisconsin. (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Total Acres of both lots is 3.25 and 2.32 = 5.57 x 40,000 = \$222,800

7 Dollars (\$ \$ 222,800).

8 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ \$ 11,140

9 will be paid within 5 days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: _____

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned _____.

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*

22 *whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before 5 pm on 6/14/19. CAUTION: *This Offer may be withdrawn prior to delivery of the accepted Offer.*

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): 237 E. Calumet St., Suite B Appleton WI 54915

33 Buyer's delivery address: _____

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number: _____

36 Buyer: (_____) Seller: (_____)

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are _____

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or TBD

44 _____ no later than _____ unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and _____

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

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (_____). ~~STRIKE AND COMPLETE AS APPLICABLE~~

50 _____

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and _____

58 _____

59 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

133 **PROPERTY ADDRESS:** _____
134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: _____
136 _____, if "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.
139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
161 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

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

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** See offer to purchase lot 1145
180 email from Mike Farnett dated 6/6/19
181 _____
182 _____
183 _____
184 _____
185 _____
186 _____

187 **ADDENDA:** The attached _____ is/are made part of this Offer.

188 **TITLE EVIDENCE**
189 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
190 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
191 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
192 restrictions and covenants, general taxes levied in the year of closing and _____
193 _____

194 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
195 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.
196

266 PROPERTY ADDRESS: _____

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

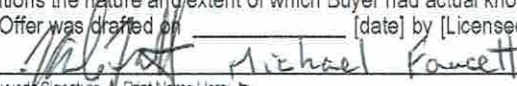
293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on _____ [date] by [Licensee and Firm] _____

316 (X)  _____ 394 72 8196 6/1/19
317 Buyer's Signature ▲ Print Name Here: ► Michael Fawcett Social Security No. or FEIN ▲ Date ▲

318 (X) _____
319 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) _____
326 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

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

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

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

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

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

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

242 **EARNEST MONEY**

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

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

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
258 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)
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
- 61
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 68
- 69 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 70 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 71 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 72 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 73
- 74 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 75
- 76 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 77 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 78
- 79 (o) a lack of legal vehicular access to the Property from public roads;
- 80
- 81 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 82 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

83 **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 or other reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.**

84 **ISSUES RELATED TO 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, charges 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 271 - 314 and Buyer may add contingencies as needed in addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

98 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

104 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for changes approved by Buyer.

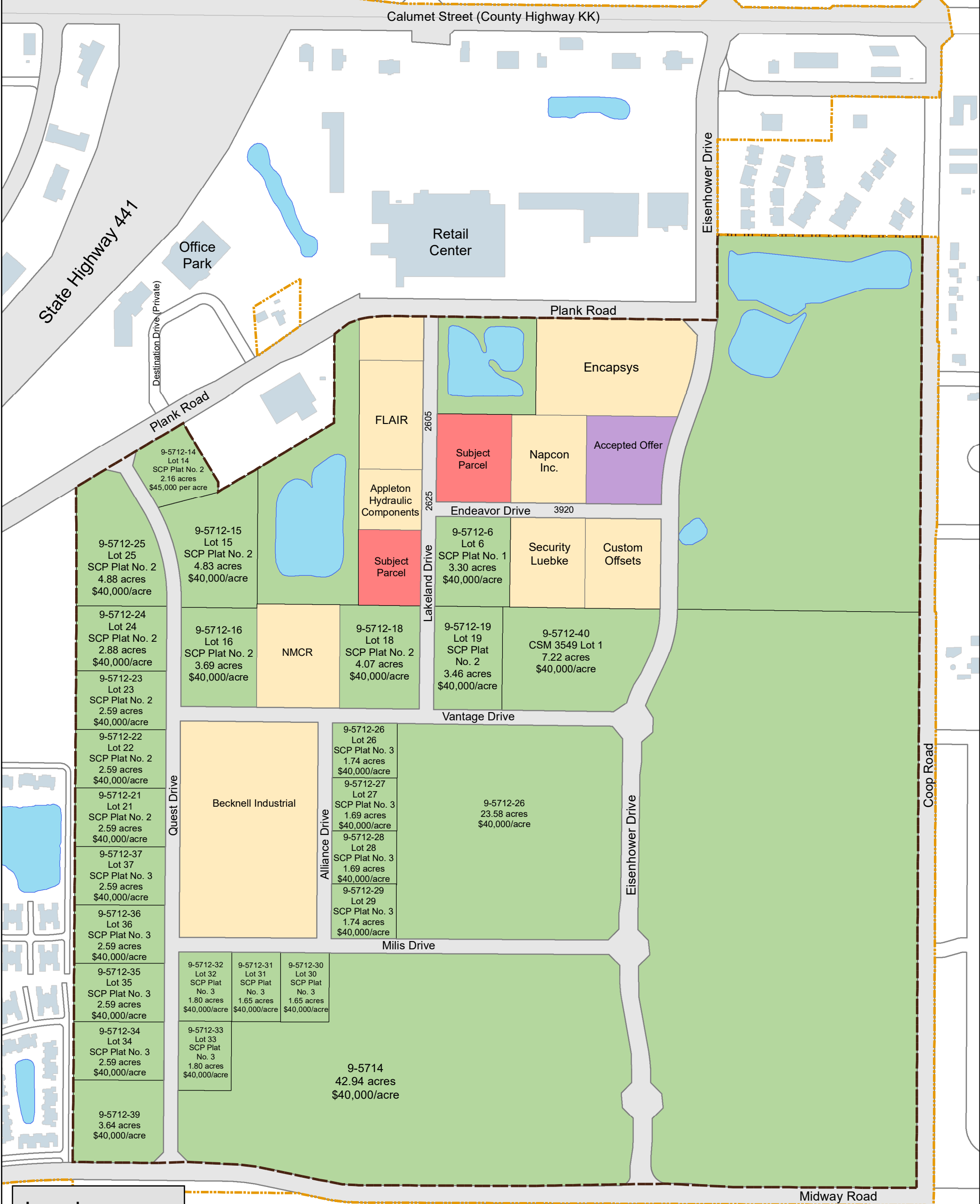
114 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

126 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).** Buyer and Seller authorize the agents of Buyer and Seller to 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).

Southpoint Commerce Park Appleton, Wisconsin



Legend

- For Sale (City Owned)
- Accepted Offer
- Privately Owned Parcels
- Subject Parcels
- City Limits
- Park Boundary

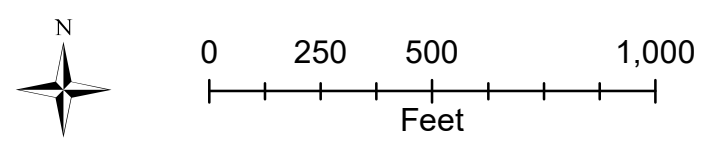


Exhibit B Deed Restrictions

S O U T H  P O I N T

C O M M E R C E P A R K

Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts
9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-4
Appleton
Hydraulic
Components

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-5
Lot 5
SCP Plat No. 1
2.32 acres
\$40,000/acre

9-5712-19
Lot 19
SCP Plat
No. 2
3.46 acres
\$40,000/acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-26
Lot 26
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
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1.69 acres
\$40,000/acre

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Lot 29
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No. 3
1.74 acres
\$40,000/acre

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Lakeland Drive

Endeavor Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road



SOUTHPOINT COMMENCE PARK PLAT NO. 2

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

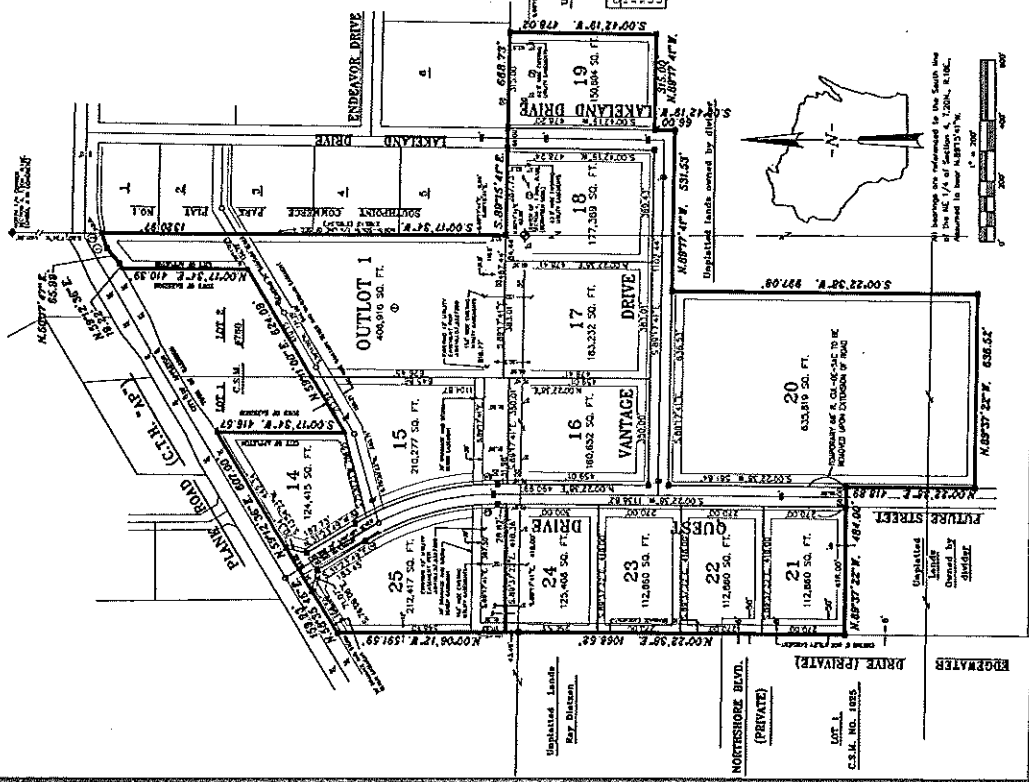
I, the undersigned, a duly licensed and sworn Surveyor of the State of Wisconsin, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears on file in my office, and that the same has been duly recorded in the office of the Register of Deeds for the County of Calumet, Wisconsin, under the name of the City of Appleton, Wisconsin, containing 42,949.14 square feet of land, more or less, being 1.00 acre, more or less, and that the same is subject to the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in so far as they apply to the same.

This plat is a correct representation of all existing boundaries of the land surveyed, and the subdivision thereof.

I have made such land surveys and plat by the direction of the City of Appleton and the City of Appleton subdivision ordinance in so far as they apply to the same.

Given under my hand this _____ day of _____, 2005.

Thomas M. Kozmin, Wisconsin Registered Land Surveyor No. 32322C



LEGEND

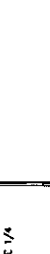
- Dashed line ---
- Dotted line ---
- Dash-dot line ---
- Solid line ---
- Solid line with dots ---
- Solid line with crosses ---
- Solid line with triangles ---
- Solid line with squares ---
- Solid line with circles ---
- Solid line with diamonds ---
- Solid line with stars ---
- Solid line with crosses ---
- Solid line with triangles ---
- Solid line with squares ---
- Solid line with circles ---
- Solid line with diamonds ---
- Solid line with stars ---

CURVE TABLE

CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	ANGLE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	ANGLE
S 89° 15' 47" E	177.589	102° 00' 00" E	177.589	102° 00' 00"	S 89° 15' 47" E	177.589	102° 00' 00" E	177.589	102° 00' 00"
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STREET AREA

STREET AREA = 232.825 SQ. FT.
MARKET FOR FOOT
MEASUREMENTS AND DIMENSIONS ARE MEASURED AND COMPUTED TO THE CENTER LINE



UNPLATTED LANDS OWNED BY:

- LOT 14
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UNPLATTED LANDS OWNED BY:

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UNPLATTED LANDS OWNED BY:

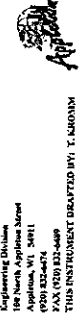
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CITY OF APPLETON
DEPARTMENT OF PUBLIC WORKS
Engineering Division
186 North Appleton Street
Appleton, WI 54911
APPLETON, WI 54911
FAX: 920.833.4489

THIS INSTRUMENT DRAFTED BY: T. MARON

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

MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 12, 2019

RE: Southpoint Farming Rental Payment Update Per Lease Between City of
Appleton and Vanderlinden Custom Heifer Raising, LLC

In May of 2015, the City entered into a lease agreement with Vanderlinden Custom Heifer Raising, LLC to lease approximately 147 acres at \$210/acre per year (attached). Due to subsequent road construction and other projects, the leased acreage has been adjusted to 142.4 acres. Based on current acreage, rent of \$29,904 is due annually, payable in two installments. The first installment of \$14,952 was due April 1, 2019, and the second installment will be due November 1, 2019.

To date, the City has received \$2,000 from Vanderlinden Custom Heifer Raising, LLC leaving \$12,952 over 60 days past due. Staff has been in contact with Vanderlinden Custom Heifer Raising, LLC and has been assured that payment will be made in full by June 30, 2019.

LEASE AGREEMENT

This Lease Agreement entered into this ___ day of May, 2015 between the City of Appleton (hereinafter called Landlord) and Vanderlinden Custom Heifer Raising, LLC, (hereinafter called Tenant) and Keith Vanderlinden.

Address: Landlord - City of Appleton, 100 North Appleton Street, Appleton, WI 54911

Address: Tenant - Vanderlinden Custom Heifer Raising, LLC, 4977 Old Military Rd, DePere, WI 54115

Property: Southpoint Commerce Park—Areas Delineated in Exhibit A as “Area to be Farmed” (hereafter referred to as “premises” or “property”)

1. **Rental:** Tenant will pay the Landlord the total sum of \$30,870 and no/100 Dollars rent (147± acres x \$210.00 per acre) each year for the term of this lease payable as follows: For 2015, \$5,000 shall be paid upon execution of this agreement and the balance of \$25,870 shall be paid on or before November 1, 2015; thereafter, on an annual basis, one half of the total, \$15,435, shall be due and payable on or before April 1 with the remaining balance, \$15,435, being due and payable on or before November 1 and continuing in like fashion each subsequent year this lease is in effect. In the event Tenant fails to make payment as indicated in this section, the undersigned Keith Vanderlinden, does personally guarantee said rental payments on behalf of Tenant.

2. **Term:** The initial lease term shall commence upon execution of this agreement and shall run until April 30, 2016. Thereafter this lease and all obligations herein shall automatically renew for four (4) additional one year periods running from May 1st until April 30th of the subsequent year with the final year concluding on April 30, 2020. **Tenant may terminate this lease only upon providing Landlord with written notice prior to February 28th of the forthcoming renewal year.** The Landlord, at its option, may terminate this lease all is relates to all or a portion of the property at any time and for any reason during its term upon thirty (30) days written notice to the Tenant. In the event the Landlord terminates this lease for a portion of the property, Tenant shall be reimbursed a prorated portion of any rent already paid that year and subsequent rental payments shall be adjusted based on remaining acreage available for Tenant's use. Tenant shall be entitled to no other adjustments or remedies as a result of early lease termination.

3. **Real Estate Taxes and Special Assessments:** Landlord agrees to pay all real estate taxes and special assessments with regard to said property.

4. **Use of Premises:** Tenant may use the premises solely for growing crops, participating in agricultural programs, or use as set aside for agricultural program purposes, as he sees fit. In the event Tenant uses the land as set aside or for conservancy purposes, Tenant will cut all weeds, vegetation, or plant growth at least once during the month of June and once during the month of August.

5. **Indemnification:** Landlord and Tenant shall be liable for their own acts and/or negligence and the acts and/or negligence of their invitees and guests, and each agrees to indemnify, defend and hold harmless the other for any losses, damages, costs or expenses, including litigation expenses (including court costs and attorney's fees) paid or sustained by reason of the act and/or negligence of the other, or the other's invitees and guests or arising in any way out of this agreement.

6. **Insurance:** Tenant shall indemnify and save harmless the Landlord and Landlord's agents or employees against and from any and all damages and costs, and all claims for the same, and any and all penalties, fines, and forfeitures occasioned by or growing out of Tenant's failure to comply with, conform to or obey any Federal, State, or Municipal law, ordinance, rule, regulation, order, or notice as aforesaid. Tenant shall secure insurance consistent with the terms set forth in Exhibit B attached hereto and incorporated herein by reference and shall provide proof of such insurance.

7. **Assignment of Lease:** This lease may not be assigned by Tenant, and in the event Tenant may vacate the premises, the lease shall immediately terminate. This lease may be assigned by Landlord to another party.

8. **Tests; Inspections:** Landlord, its successors, assigns, contractors, agents and/or employees shall at reasonable times have the right to enter upon the premises to conduct any tests, inspections or studies as Landlord may deem desirable; provided, however, that any such tests, inspections or studies shall not materially interfere with Tenant's use of the premises and provided further that such inspections shall not in any way obligate Landlord to make any repairs or replacements to the premises.

9. **Entry Upon Premises:** Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the premises to install, construct, maintain, repair, replace, and operate sewer, water, gas, and electric lines, cables, poles, substations, and other appurtenant structures; provided that such installation, construction, maintenance, repair, replacement, and operation shall not materially interfere with Tenant's use of the premises. In the event Landlord decides to provide this premise with City sewer and water, it shall do so at its sole expense.

10. **Liens:** Tenant shall not directly or indirectly create, or permit to be created, or permit to remain and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the premises or any part thereof or the interest of Tenant under this lease.

11. **Holdover:** In the event Tenant holds over or remains in possession or occupancy of the premises after the expiration or earlier termination of this lease, Tenant shall be obligated to pay Landlord fifty dollars (\$50.00) a day as rent for every day said Tenant holds over or remains in possession and Landlord shall have the right to recover from Tenant all reasonable costs of eviction, including court costs and attorney's fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of May, 2015.

VANDERLINDEN CUSTOM HEIFER RAISING, LLC

By: Keith Vanderlinden
Keith Vanderlinden, as a member of the LLC
and as personal guarantor of rental payments

Witness: Sim Nearing
Printed Name: Sim Nearing

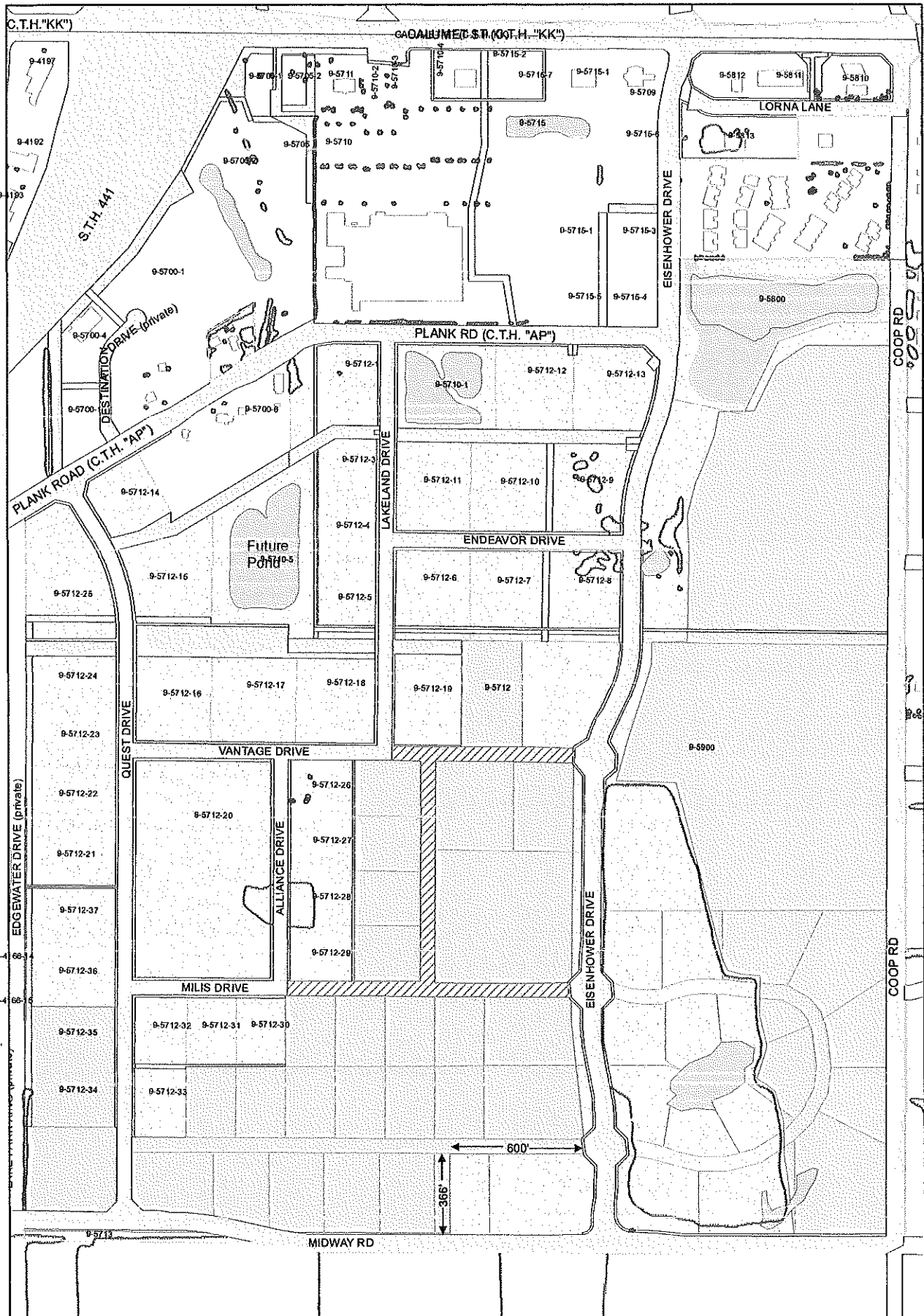
CITY OF APPLETON

By: Timothy M. Hanna
Timothy M. Hanna, Mayor

By: Dawn A. Collins
Dawn A. Collins, City Clerk

REVIEWED AS TO FORM:

James P. Walsh
James P. Walsh, City Attorney



Southpoint Commerce Park









-  Right of way
-  Road/Utilities in 2014
-  Easement
-  Proposed Parcels
-  Area to be Farmed
-  Park Parcels
-  ponds
-  City Limits

EXHIBIT A



1"=400'

10/3/12

“EXHIBIT B”

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
“SMALL EXPOSURE JOBS”**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- 1) \$1,000,000 general aggregate
- 2) \$1,000,000 products - completed operations aggregate
- 3) \$1,000,000 personal injury and advertising injury
- 4) \$1,000,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- 1) Premises and Operations Liability
- 2) Blanket Contractual Liability including coverage for the joint negligence of the City of Appleton, it officers, council members, agents, employees, authorized volunteers and the named insured
- 3) Personal Injury
- 4) Explosion, collapse and underground coverage
- 5) Products/Completed Operations
- 6) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,00 for Property Damage

OR

\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for “Any Auto” - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
- \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee