



City of Appleton

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

Meeting Agenda - Final Appleton Redevelopment Authority

Wednesday, October 11, 2023

9:30 AM

Council Chambers, 6th Floor

Time change from 9:00 am to 9:30 am

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting
[23-1149](#) ARA Minutes from 6-14-23
Attachments: [ARA Minutes 6-14-23.pdf](#)
5. **Public Hearing/Appearances**
6. **Action Items**
[23-1150](#) Request to approve the Amendment to the Offer to Purchase from Valley Transit dated September 19, 2023 for 222 N. Oneida Street
Attachments: [222 N Oneida Purchase Extension Memo 10-11-23.pdf](#)
[22-0832 - Amendment to Offer to Purchase - RCM Signed.pdf](#)
[222 N Oneida Accepted OTP 11-17-22.pdf](#)
[Detailed Site Map 222 N Oneida.pdf](#)
[23-1151](#) The Appleton Redevelopment Authority 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 222 N. Oneida Street and then reconvene into open session
7. **Information Items**
[23-1185](#) 2024 City of Appleton Executive Budget
Attachments: [2024 Budget Overview Letter from Mayor.pdf](#)
[2024 Executive Budget and Service Plan](#)

8. Adjournment

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

Any questions about items on this meeting are to be directed to Kara Homan, 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 Appleton Redevelopment Authority

Wednesday, June 14, 2023

9:00 AM

Council Chambers, 6th Floor

1. Call meeting to order

Chair Downs called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

3. Roll call of membership

Present: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

4. Approval of minutes from previous meeting

[23-0640](#)

ARA Minutes from 4-12-23

Attachments: [ARA Minutes 4-12-23.pdf](#)

Higgins moved, seconded by Brokl, that the Minutes be approved. Roll Call.
Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

5. Public Hearing/Appearances

6. Action Items

[23-0641](#)

Request to release the historic Development Agreement dated June 1, 1985 for the property located at 10 E. College Avenue (Tax Id #31-2-0290-01) in Tax Increment Financing District No. 11

Attachments: [FoxCommons RequestReleaseofHistoricDevelopAgreement RedevPlan MemotoARA6-8-23.pdf](#)
[Release of Development Agreement \(MBF 6.5.23\) - 35110934.1.pdf](#)
[Exception 10a - Development Agreement.pdf](#)

Fisher moved, seconded by Brokl, that the Report Action Item be approved.
Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

[23-0642](#)

Request to release the Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983

Attachments: [FoxCommons_RequestReleaseofHistoricDevelopAgreement_RedevPlan_MemotoARA6-8-23.pdf](#)
[Release of Redevelopment Plan \(MBF 6.5.23\) - 35111626.1.pdf](#)
[Exception 10b - Certification of Redevelopment Plan.pdf](#)

Fisher moved, seconded by Higgins, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

[23-0643](#)

Elect Chair

Marissa Downs was elected as Chair.

Fisher moved, seconded by Brokl, to approve Marissa Downs as Chair. No other nominations were received. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

[23-0644](#)

Elect Vice Chair

Jim Van Dyke was elected as Vice Chair.

Downs moved, seconded by Fisher, to approve Jim Van Dyke as Vice Chair. No other nominations were received. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

[23-0645](#)

Set Meeting Date and Time

The Appleton Redevelopment Authority will continue to meet the 2nd Wednesday of the month at 9:00 a.m.

Downs moved, seconded by Van Dyke, to approve keeping the meeting date and time as it currently stands at 9:00 a.m. on the 2nd Wednesday of the month. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

[23-0646](#)

Designate Contact Person

Director Kara Homan was designated as the Contact Person.

Downs moved, seconded by Higgins, to approve Kara Homan as the Contact Person. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen

7. Information Items

8. Adjournment

Fisher moved, seconded by Van Dyke, that the meeting be adjourned at 9:14 a.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Downs, Fisher, Van Dyke, Brokl and Higgins

Excused: 2 - Stuck and Alderperson Thyssen



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

MEMORANDUM

TO: Appleton Redevelopment Authority (ARA)
FROM: Matt Rehbein, Economic Development Specialist
DATE: October 11, 2023
RE: 222 N. Oneida Street – Sale to Valley Transit

The Appleton Redevelopment Authority and Valley Transit entered into a sales contract for the property at 222 N. Oneida Street on November 17, 2022. A closure of the DNR case on this property is a contingency of this Offer to Purchase. The existing contract expires on October 31, 2023.

Since the Offer to Purchase has been accepted, Valley Transit has continued testing to determine the limits of the contamination via samples from existing wells and the drilling of two new wells. The extent of the contamination has not yet been defined, so the DNR case is not yet ready to close. DNR is requesting one more test well be drilled in the right-of-way at the northwest corner of Franklin Street and Oneida Street. Valley Transit has authorized the work, and it is estimated that the drilling and sampling should be complete within approximately 6 - 7 months. The attached Amendment to Offer to Purchase reflects a closing date no later than December 31, 2024. This should provide ample time to address any environmental considerations and prepare for closing.

In addition to the environmental requirements, Valley Transit will be required to comply with the Federal Transit Authority standards to acquire the property. Language acknowledging same has been added to the amendment.

Staff Recommendation:

The Amendment to the Offer to Purchase from Valley Transit dated September 19, 2023 for 222 N. Oneida Street **BE APPROVED** by the Appleton Redevelopment Authority.

WB-40 AMENDMENT TO OFFER TO PURCHASE

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

1 Buyer and Seller agree to amend the Offer dated November 14, 2022, and accepted on November 17, 2022,
2 for the purchase and sale of real estate at 222 North Oneida Street, Appleton
3 _____, Wisconsin as follows:
4 Closing date is changed from 10/31/2023, to 12/31/2024 unless mutually amended by Buyer and Seller.
5 Purchase price is changed from \$ _____ to \$ _____.
6 Other: _____
7 For purposes of clarification, additional contingency 3) as referenced in line 650 of the Offer and attached thereto, is amended as follows:
8 _____

9 Parties acknowledge that the Federal Transit Administration (FTA) must approve Buyer's purchase of the Property. This
10 Offer shall not be considered a binding offer until various FTA conditions and contingencies are satisfied including, but not
11 limited to, completing the NEPA process as well as other requirements established in FTA C 5010.1E. As further required
12 by FTA C 5010.1E Page IV-2, Seller acknowledges its understanding that the terms set forth in the Offer shall be
13 considered "preliminary and non-binding as to price and other consideration" and are intended to enable Buyer to engage
14 in preliminary activities to complete the NEPA process.
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____

31 The attached _____ is/are made part of this Amendment.
32 **ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.**
33 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
34 offering the Amendment on or before _____ (Time is of the Essence). Delivery
35 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Amendment.
37 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
38 **delivery as provided at lines 33-34.**

39 This Amendment was drafted by _____ on _____
40 Licensee and Firm ▲ Date ▲

41 This Amendment was presented by _____ on _____
42 Licensee and Firm ▲ Date ▲

43 (x) Ronald C. McDonald 9/19/2023 (x) _____
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
45 Print name ▶ Ronald C. McDonald Print name ▶

46 (x) _____ (x) _____
47 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
48 Print name ▶ Print name ▶

49 This Amendment was rejected _____
50 Party Initials ▲ Date ▲

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 14, 2022 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, City of Appleton - Valley Transit and/or assigns

4 offers to purchase the Property known as 222 North Oneida Street, Appleton, WI

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City _____ of Appleton

8 County of Outagamie Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand and 00/100

10 _____ Dollars (\$ 150,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13 _____

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: _____

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

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

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on or before 10/31/2023 unless mutually amended by Buyer and Seller

37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 1.00 and other consideration accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
50 _____) ~~STRIKE THOSE NOT APPLICABLE~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 100 _____
- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property;
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high-voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

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

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

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

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 ~~PROPOSED USE CONTINGENCIES:~~ This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 ~~Proposed Use:~~ Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ~~ZONING:~~ Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ~~SUBSOILS:~~ Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ~~PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:~~ Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 [CHECK
266 ALL THAT APPLY]: conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 ~~EASEMENTS AND RESTRICTIONS:~~ Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ~~APPROVALS/PERMITS:~~ Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 ~~UTILITIES:~~ Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.): [CHECK AND COMPLETE AS APPLICABLE]:

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____.

280 ~~ACCESS TO PROPERTY:~~ Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ~~LAND USE APPROVAL/PERMITS:~~ This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ~~MAP OF THE PROPERTY:~~ This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ [STRIKE AND COMPLETE AS APPLICABLE]. Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$_____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or,
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal

433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a

439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of

441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____

447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"

460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may

463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is

465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:

467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners

468 association assessments, fuel and _____.

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

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

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

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate

473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**

480 **substantially different than the amount used for proration especially in transactions involving new construction,**

481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**

482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on

484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ ~~GAP ENDORSEMENT:~~ Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ ~~DELIVERY OF MERCHANTABLE TITLE:~~ The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ ~~TITLE NOT ACCEPTABLE FOR CLOSING:~~ If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ ~~SPECIAL ASSESSMENTS/OTHER EXPENSES:~~ Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached.

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Matt Rehbein

671 Name of Buyer's recipient for delivery, if any: Christopher R. Behrens

672 (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____)

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681

682 Email Address for Seller: matthew.rehbein@appleton.org

683 Email Address for Buyer: chris.behrens@appleton.org

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

687 This Offer was drafted by [Licensee and Firm] _____

688 _____
689 (x) Ronald C. McDonald Ronald C. McDonald November 15, 2022
690 Buyer's Signature ▲ Print Name Here ▶ Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

697 (x) Karen E. Harkness Karen E. Harkness 11/17/2022
698 Seller's Signature ▲ Print Name Here ▶ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Date ▲

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Contingencies for VT OTP of 222 N. Oneida Street ("Property")

This Offer to Purchase is contingent upon satisfaction of the following:

- 1) Buyer setting aside \$50,000 ("closure funds") to be used solely for the purpose of final site remediation of the Property and obtaining all required closure documentation from the Wisconsin Department of Natural Resources ("DNR"). The closure funds will be held by the City of Appleton in a segregated account and available to the Appleton Redevelopment Authority, or its authorized agent, to be applied solely for costs incurred for the Property's environmental analysis, additional required remediation and closure by the DNR. Buyer and Seller anticipate the services of Westwood Infrastructure, Inc. will be engaged for these services. Any unspent/unobligated closure funds may be applied toward the purchase price or refunded to Buyer at Buyer's sole discretion. If additional funds are required under this section, Buyer shall have to option to deposit additional funds or terminate this Offer. In the event Buyer does not purchase the property for any reason, Buyer waives any claim for reimbursement of spent/obligated closure funds.
- 2) Buyer shall be granted permission to access the Property for geotechnical and similar testing to evaluate the Property's suitability for Buyer's intended development of the Property. Buyer shall restore the site to its original condition subsequent to any testing. In the event such test results reveal the Property is not suitable for Buyer's intended development, Buyer may rescind this Offer.
- 3) The Federal Transit Administration must approve Buyer's purchase of the Property.
- 4) The Appleton Common Council must approve Buyer's purchase of the Property.

CL 22-0832

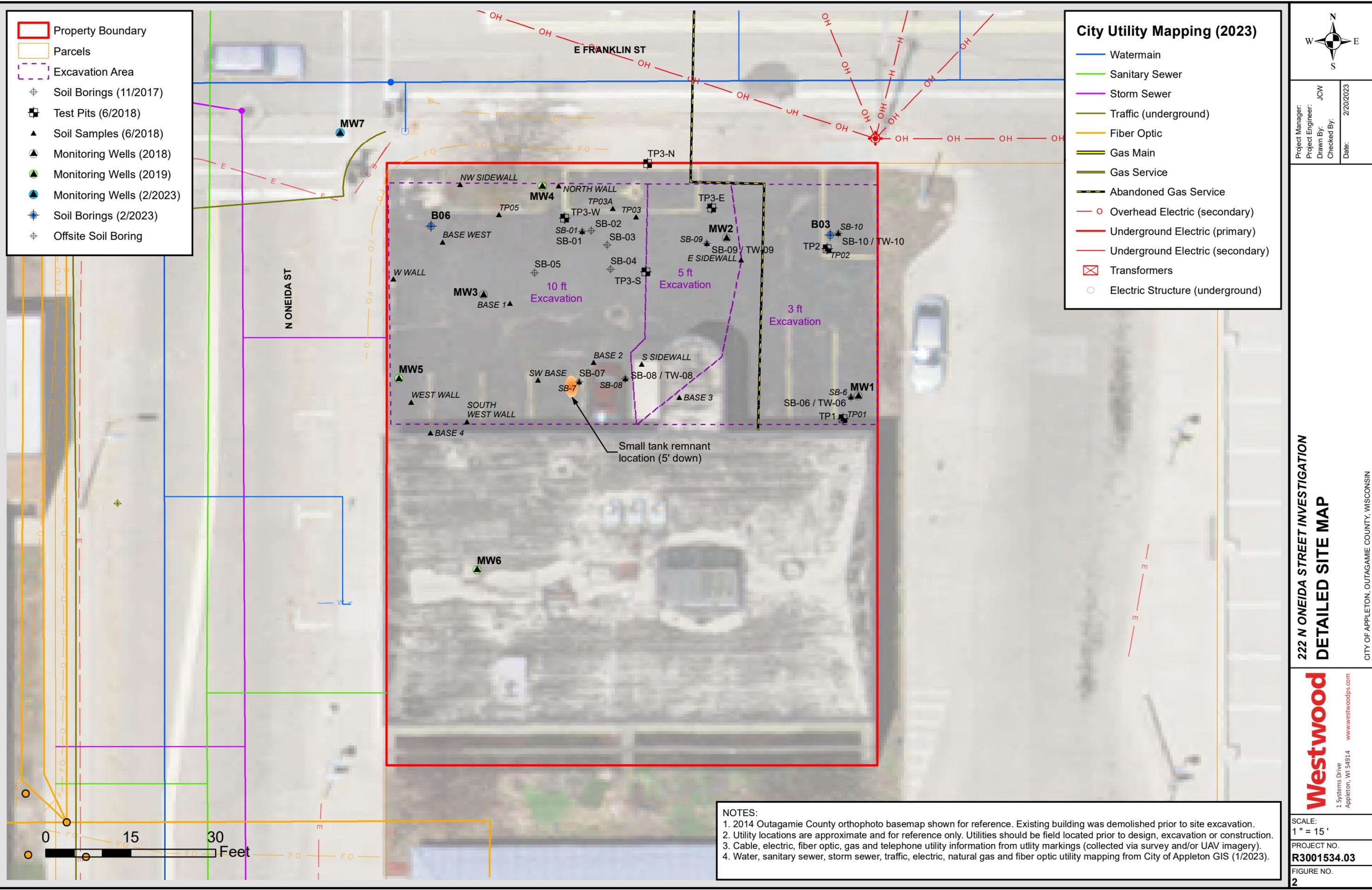
- Property Boundary
- Parcels
- Excavation Area
- Soil Borings (11/2017)
- Test Pits (6/2018)
- Soil Samples (6/2018)
- Monitoring Wells (2018)
- Monitoring Wells (2019)
- Monitoring Wells (2/2023)
- Soil Borings (2/2023)
- Offsite Soil Boring

City Utility Mapping (2023)

- Watermain
- Sanitary Sewer
- Storm Sewer
- Traffic (underground)
- Fiber Optic
- Gas Main
- Gas Service
- Abandoned Gas Service
- Overhead Electric (secondary)
- Underground Electric (primary)
- Underground Electric (secondary)
- ⊠ Transformers
- Electric Structure (underground)



Project Manager: JCW
 Project Engineer: JCW
 Drawn By: JCW
 Checked By:
 Date: 2/20/2023



**222 N ONEIDA STREET INVESTIGATION
 DETAILED SITE MAP**

CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

Westwood

1 Systems Drive
 Appleton, WI 54914
www.westwoodps.com

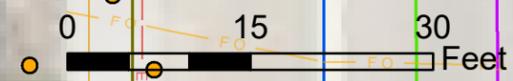
SCALE:
 1" = 15'

PROJECT NO.
R3001534.03

FIGURE NO.
2

NOTES:

1. 2014 Outagamie County orthophoto basemap shown for reference. Existing building was demolished prior to site excavation.
2. Utility locations are approximate and for reference only. Utilities should be field located prior to design, excavation or construction.
3. Cable, electric, fiber optic, gas and telephone utility information from utility markings (collected via survey and/or UAV imagery).
4. Water, sanitary sewer, storm sewer, traffic, electric, natural gas and fiber optic utility mapping from City of Appleton GIS (1/2023).





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

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6400 FAX (920) 832-5962
e-mail: jake.woodford@appleton.org

October 4, 2023

Members of the Common Council and Community
City of Appleton
Appleton, Wisconsin

Dear Fellow Appletonians,

Enclosed is the 2024 Executive Budget and Service Plan, which is the result of the efforts of the City's leadership team, budget managers, and especially on the part of Finance Director Jeri Ohman, Deputy Finance Director Katie Demeny, Budget and Accounting Manager Christine Delveaux, Enterprise Accounting Manager Kelli Rindt, and Finance Associate Johanna Kopecky. I am grateful for the hard work of this team in preparing this year's Budget, and for the work of the employees of the City of Appleton for executing our Budget each year.

Events in Fiscal Year 2023, and those in the preceding years, come to bear in the enclosed budget and service plan. While there were significant positive developments over the course of the year – securing nearly \$2M in new shared revenue from the State and achieving the best year of Net New Construction in recent memory – this Budget is more a story of overcoming challenges.

The effects of extreme inflation are coursing through the City's Budget, even as real-time consumer price index (CPI) numbers appear to be abating. It is worth noting that the August CPI rate of 3.7 percent, while lower than last year's 8 percent, still far outpaces our allowable levy increase and comes in addition to previous inflation still working its way into our Budget. Examples of the extraordinary increases in costs from software to fire apparatus to sanitary sewer pipe abound. Personnel expenses also continue to rise significantly as we fight to maintain our competitive position as an employer and provide quality benefits to our workforce. The cost of health insurance alone is projected to increase 18% in the coming year.

Facing a situation where the rate of increases in expenses was likely to exceed our available resources without adjustments, despite relatively stable FTE counts and programs, we established objectives for the process. Our priorities with this Budget were to: maintain the level of service residents depend on; retain and appropriately compensate our quality workforce; accelerate our replacement of aging infrastructure; and minimize impact to property taxpayers.

Through this process, department heads considered opportunities for cost reductions, evaluated various fees for service against those of comparable Wisconsin municipalities and the cost of delivering those services, and assessed funding models for City activities to ensure we are using the appropriate sources for the work being done. We also considered compensation and benefits holistically and in accordance with market data.

To that end, this budget includes the following significant changes:

- New Shared Revenue Supplement
 - Act 12 increased the amount of shared revenue that local governments will receive beginning in 2024. The 2024 supplemental amount for the City of Appleton is \$1,926,006 and is allocated as follows:
 - Infrastructure investment \$963,003
 - Axon contract renewal \$165,339
 - Public Safety Compensation plan increases \$797,664
- Stormwater Utility
 - 94% of the Forestry Division moves into the Stormwater Utility, saving approximately \$1.2 million General Fund operating dollars
 - Accelerate Emerald Ash Borer Remediation (at least double pace of removal and replacement) with \$375,000 additional funding
 - A portion of Bridge Maintenance moves into Stormwater Utility, saving approximately \$272,000 in General Fund operating dollars
 - Stormwater Utility rates will not increase as a result of these changes
- User-Generated Fees
 - Dept of Public Works, Community and Economic Development Dept, Police Dept, Fire Dept, Public Health Dept, and Parks, Recreation, and Facilities Management Dept have conducted reviews that will represent a total of over \$275,000 in cost recovery
- Utility Administration
 - Recommending bringing the administrative cost sharing between Water and Wastewater Utilities into parity, representing \$150,000 in additional revenue
 - Reallocating \$76,000 of excess revenue from the Water Utility into the General Fund
- Compensation and Benefits
 - 3 percent merit-based increase for eligible non-represented employees
 - Addition of new programs to reduce the cost of certain surgical procedures and prescription drugs, which has the potential to save the insurance plan over \$400,000
 - Addition of an employee premium share, which, for employees on the current zero-premium plan will represent a cost share amount of approximately \$44 per paycheck, covering approximately \$700,000, or 40 percent of the total increase in insurance costs
- Other Reductions
 - Eliminated funding of a position that has been vacant for two years in Facilities Management to save approximately \$24,000
 - Eliminated printing of the spring Parks & Recreation Guide, which will be replaced with a less expensive mailing to save \$35,000

- Eliminated a duplication of a service provided by the City that was, admittedly, inferior to the service being provided by Outagamie County – a garbage dumpster at the Glendale Yard Waste Site – saving \$8,000

As a result of this careful work, we are able to bring forward a Budget that does not cut any positions from the Table of Organization, does not eliminate any services currently being uniquely offered by the City for our residents, and that accelerates our rate of infrastructure replacement. Furthermore, this Budget represents the first where our debt management plan is fully implemented, resulting in an overall estimated tax increase of approximately 2.6% - significantly less than the rate of inflation.

Appleton remains in a strong fiscal position and one of the most competitive local government employers in the region. As a result, our taxpayers benefit from continuity of municipal operations and quality of service delivered by our quality workforce.

GENERAL OBLIGATION DEBT MANAGEMENT

The 2024 Executive Budget and Service Plan represents the full implementation of a general obligation (G.O.) debt management strategy for the City set in motion in 2021. Working with our financial advisors and with the leadership team, we have developed a strategy that has stabilized, and will ultimately reduce, annual G.O. debt service payments. Continued results of this plan, including improvements in the trend over time, can be observed on the chart on page 595.

General obligation debt was once leveraged primarily for special or sizable municipal projects, such as bridge replacements, major arterial road reconstructions, facility projects like new buildings and renovations, and certain park and trail improvements. Over time, the constraints of Wisconsin's levy limits, rising costs, and residents' rejection of special assessments for road, sidewalk, and infrastructure maintenance had pushed the City to borrow for these projects rather than to pay for them up-front, as was the practice in the past.

While the elimination of special assessments is generally regarded as a positive change for residents, the funding that program once provided for roads, sidewalks, and infrastructure has not been replaced. Instead, a regressive Citywide wheel tax was imposed and collects a fraction of the total needed to appropriately maintain our City. As a result, beginning in 2016, new G.O. debt issues increased significantly as the cost of infrastructure maintenance was layered on top of the projects traditionally funded through G.O. debt.

Our debt management strategy recognizes the need to continue to leverage G.O. debt for infrastructure projects such as those included in this Budget. However, this moves us away from the practice of utilizing G.O. debt funding for higher-cost regular maintenance activities that came to represent over half of the City's borrowing in recent years. Exploration of maintenance funding options such as a Transportation Utility, as initiated by the Common Council in fall 2021, though currently on hold as of publishing the 2024 Executive Budget and Service Plan, are reflective of the need to find fiscally responsible and sustainable ways to keep up our infrastructure.

DEBT SERVICE

G.O. debt service costs are stabilizing following their upward trend due to past borrowing, as discussed previously. Considerable effort has been made to reduce future borrowing needs including developing a ten-year debt management plan. Difficult choices were made in the development of this plan as future debt service limitations were set and projects were evaluated, prioritized, and spread out over this longer time horizon to fit within the annual limitations.

For the 2024 Budget, total G.O. debt service costs are scheduled to be \$15,961,563, an increase of \$1,268,210 over the 2023 budgeted payments of \$14,693,353. The property tax levy necessary to support this increase rose \$100,199 (0.7%) from \$13,437,688 in the 2023 Budget to \$13,537,887 in 2024.

Total G.O. debt outstanding on December 31, 2023 is projected to be \$94,733,375 compared to \$86,597,125 outstanding on December 31, 2022, an increase of \$8,136,250. However, despite the increase in outstanding debt, the City is well below its legal debt limit of \$432,040,260 as well as the City's guideline of 40% of this amount of \$172,816,104.

For 2024, \$13,891,662 in G.O. bonds and notes are expected to be issued to fund various capital projects in the areas of infrastructure (\$9,374,762), facility construction and improvements (\$2,406,000), equipment (\$305,900), and parks and trails (\$1,805,000). Of the amount borrowed, \$5,070,443 will be paid back with funds from the City's TIF District 13 while the remainder will be supported by general property taxes. A complete list of anticipated debt-financed projects for 2024 can be found in the "Five Year Plan" section of this Budget.

COMMUNITY AND ECONOMIC DEVELOPMENT

In support of the updated Comprehensive Plan 2010-2030 and the Economic Development Strategic Plan's primary goals and key strategies, the Community and Economic Development Department's 2024 Budget contains funding to support local and regional community economic development activities. The Budget also provides funding for the continued management of the Southpoint Commerce and the Northeast Business Parks, and the Department continues to be a source of information and support to businesses, not-for-profit organizations, and the community.

Tax Incremental Financing District 13 (TIF 13) was created in 2023 to provide infrastructure investments in the Southpoint Commerce Park. The district provides for a 15-year expenditure period to make investments to support the goals for the district, including promotion of industry, industrial sites, attraction of new businesses, and increasing property values. The maximum life of the district is 20 years.

Finally, in the City's role as lead fiscal and administrative agent, in collaboration with our local non-profit partners, this Budget continues to promote the application for, and allocation of, State and federal grant funding to benefit low- to moderate-income (LMI) persons in need of housing rehabilitation, emergency shelter, transitional housing, and homeless prevention and diversion services.

FISCAL

The following section provides an overview of Budget activity across the major sections of the Budget:

- General fund revenues and expenditures both totaled \$70,996,744 in the 2024 Budget, an increase of \$2,050,205 or 2.97%. The revenue increase is attributable mainly to the allowable increase in the property tax levy along with supplemental shared revenue provided under Act 12.
- The general fund tax levy increased \$1,306,280, or 3.45%, to \$39,131,000 in the 2024 Budget. At the same time, the tax levy for debt service increased \$100,199, or 0.7%, to \$13,537,887. Overall, the tax levy for the City is expected to increase \$1,406,479, or 2.64% in 2024. This increase is within State-imposed levy limits.
- Tax Rates – The City’s equalized value increased 9.21% to \$8,203,178,000 in 2023. The City’s estimated assessed values are projected to grow 39.17% with the revaluation that was completed during the year. Applying the 2023 total estimated assessed value (excluding TIDs) of \$7,835,670,642 to the tax levy results in the following projected assessed tax rates:
 - Outagamie County – \$7.00, a decrease of \$2.49, or 26.21%
 - Calumet County – \$6.85, a decrease of \$2.61, or 27.58%
 - Winnebago County – \$7.16, a decrease of \$2.08, or 22.53%

On an equalized value basis, the tax rate is projected to be \$6.66, a decrease of 86 cents, or 11.44%.

Contingency Funds

- All unused contingency funds in the General Administration section of the Budget are again anticipated to be carried over from 2023 to 2024. Estimated balances in the contingency funds available for carryover at the conclusion of 2023 include:

○ State Aid Contingency	\$812,267
○ Fuel Contingency	\$137,315
○ Operating Contingency	\$402,298
○ Wage Reserve	\$1,061,949
- Included in the General Administration section of the 2024 Budget is the addition of \$715,269 to the wage reserve for wage increases for City staff not covered by collective bargaining agreements.

Utilities

- Water – The Budget includes \$80,000 for instrumentation replacements and \$850,000 for HVAC upgrades at the treatment facility. The Budget also includes \$115,000 for SCADA upgrades and \$175,000 for phone and wireless upgrades. This project will be combined with a similar project at the Wastewater Plant for economies of scale. The Meter Operations Budget includes \$88,000 for the purchase of new meters which will be used for residential and multi-family development as well as on-going replacements. The Distribution Operations Budget includes \$60,000 for the purchase of leak detection equipment. Water Utility infrastructure improvements planned for 2024 include \$3,100,000 for the replacement of aging distribution and transmission mains. Additionally, this Budget reflects the transfer of excess revenue from the lease of the generator located at the Water Treatment Facility to the General Fund. There are no planned water rate increases for 2024.
- Wastewater – The Budget includes \$1,000,000 to rebuild four primary clarifiers and \$600,000 for aeration and channel blower upgrades to continue to address aging treatment equipment. The Budget also includes \$4,240,000 for multiple building and grounds improvement and replacement projects at the treatment facility. Also included is \$1,400,000 to complete phone, wireless and SCADA upgrades at the treatment facility. This project will be combined with a similar project at the Water Treatment Facility for economies of scale. Finally, included in the Budget is \$1,600,000 for the replacement of aging mains and \$1,600,000 for lift station replacements and upgrades of the wastewater collection system. The 2024 Budget includes a rate increase of 7% for general service and the hauled waste program. The rate increase is necessary for continuing support of needed capital projects and increased operational costs. The effect of the rate increase on the average residential customer’s quarterly City service invoice is projected to be \$4.
- Stormwater – The Budget includes the transfer of 94% of the Urban Forestry program from the General Fund and \$375,000 is included in this program for contractor fees to assist with the removal of ash trees. In addition, maintenance costs related to bridge structures that span water crossings, have been transferred from the General Fund. Continuing the implementation of the City’s Stormwater Management Plan, this Budget dedicates \$4,500,000 to ongoing infrastructure improvements and \$350,000 for land acquisition for sediment disposal needs to support best management practices. The Budget also includes a \$495,000 transfer to CEA for additional leaf collection equipment upgrades to facilitate the new leaf collection process that began in the fall of 2022. There are no planned stormwater rate increases for 2024.

Personnel

Included in the 2024 Executive Budget are the following personnel additions:

- Parks and Recreation Department – The increase of a .50 FTE to .67 FTE for the Marketing and Community Engagement Coordinator to attract patrons, maintain

participation in programs and events, and raise awareness about the recreational opportunities available.

- Community and Economic Development – The elimination of a 0.7 FTE Real Estate Assessment Technician position and a 1.0 FTE Personal Property Assessment Technician. The addition of a 1.0 FTE Real Estate Property Lister position will absorb real property listing duties and remaining residential appraisal work after the statewide elimination of personal property assessments. The addition of a 1.0 FTE Code Compliance Inspector position to focus on code compliance, minor permitting, and zoning/general code inspections.
- Utilities Department – The addition of a Safety Coordinator position to support safety programs and Wisconsin Administrative Code safety requirements at both treatment facilities. Also, the addition of a Treatment Specialist position to support the optimization of the treatment process and provide an enhanced maintenance program to the Utilities Department. Both positions will be shared between the Water and Wastewater Utility and funded as .8 FTE to Wastewater and .2 FTE to Water.
- Reid Golf Course – The increase of a .80 FTE to 1.0 FTE for the Clubhouse Supervisor. The increase will allow this position to continue working throughout the year and assist in workload related to year-end reporting and preparing for the new season.

Other changes approved by Council during 2023 included:

- The increase of a Public Health Nurse position in Public Health from 0.9 FTE to 1.0 FTE.
- The elimination of an Administrative Support Specialist and addition of 1.0 FTE Police Community Engagement Specialist in the Police Department.
- The addition of the Community Health Supervisor (1.0 FTE) in Health Grants.

CAPITAL IMPROVEMENT PROGRAM

Highlights of the 2024 Capital Improvement Projects (CIP) not discussed prior are as follows:

- Maintaining and improving public infrastructure remains a top priority of the City as this Budget invests over \$9,300,000 in road, bridge, and sidewalk improvement projects. Additionally, approximately \$12,475,000 is planned to be invested in water distribution, sewer collection, and stormwater management infrastructure improvements.
- To ensure the condition, safety, and longevity of City facilities and properties, the 2024 Budget includes investments in the following areas: \$3,565,000 for HVAC upgrades at Fire Station #1 and the Water and Wastewater Treatment Plants; \$1,125,000 for roof replacements of various park pavilions and the Wastewater Treatment Plant; and

\$700,000 for trails and roads in Highview and Peabody Parks and roads at the Wastewater Treatment Plant.

- Quality of life improvements in the 2024 Budget focus on maintaining our parks and expanding our trail systems. This Budget includes \$900,000 to redevelop the riverwalk trail and shoreline in Lutz Park, \$350,000 for maintenance of Mead Pool, and \$290,000 for pavilion renovations and fountain restorations.
- Public Safety improvements include \$162,000 for firing range upgrades and \$110,000 for the Officer Safety program.

CONCLUSION

The 2024 Executive Budget and Service Plan reflects our continued commitment to providing excellent services and a well-maintained community for the people of Appleton. It also continues the practice of challenging, but essential, prioritization of projects and initiatives in the interest of the long-term financial sustainability of our community. By working together, we can ensure a careful use of resources aligned with the high expectations we have for our community.

Sincerely,



Jacob A. Woodford, Mayor