



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, October 6, 2021

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[21-1337](#) Common Council Meeting Minutes of September 15, 2021

Attachments: [CC Minutes 9-15-21.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[21-1346](#)

Proclamations:

- Mental Health Day Proclamation
- Coming Out Day Proclamation
- Indigenous Peoples' Day Proclamation
- White Cane Safety Day Proclamation
- Fire Prevention Week Proclamation
- Domestic Violence Awareness Month Proclamation

Attachments: [Mental Health Day Proclamation.pdf](#)

[Coming Out Day Proclamation.pdf](#)

[Indigenous Peoples' Day Proclamation.pdf](#)

[White Cane Awareness Day Proclamation.pdf](#)

[Fire Prevention Week Proclamation.pdf](#)

[Domestic Violence Awareness Month Proclamation.pdf](#)

[21-1347](#)

COVID-19 Report

Attachments: [COVID -19 Council Update 100621.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[21-1280](#) Public Hearing for Rezoning #10-21, 2121 S. Schaefer Street, from PD/C-2 #34-84 to PD/C-2 #10-21

Attachments: [RZ #10-21 Notice of Public Hearing.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

3. MINUTES OF THE CITY PLAN COMMISSION

[21-1248](#) Request to approve PD Rezoning #10-21 for the subject parcel located at 2121 South Schaefer Street (Tax Id #31-9-1114-01), including the adjacent one-half (1/2) right-of-way, as shown on the attached maps, from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/C-2 Planned Development General Commercial District #10-21, along with the attached Implementation Plan Document and Development Plan

Attachments: [StaffReport Schaefer Street Rezoning For09-08-21.pdf](#)

Legislative History

9/8/21 City Plan Commission recommended for approval
Proceeds to Council on October 6, 2021.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[21-1321](#) Action Item: Award Design, Engineering, and Permitting Services for the WE Energies Trail to KL Engineering for a contract amount of \$134,912.58

Attachments: [WE Energies Trail Committee Memo.doc](#)

Legislative History

9/20/21 Parks and Recreation Committee recommended for approval

5. MINUTES OF THE FINANCE COMMITTEE

[21-1323](#) Request to approve Apple Fields Development Agreement

Attachments: [Apple Fields DA.pdf](#)

Legislative History

9/20/21 Finance Committee recommended for approval

[21-1324](#) Request to award the Transportation Utility Funding Study to Ehlers/RA Smith consulting team in an amount not to exceed \$72,187

Attachments: [TUF Study Memo.pdf](#)

Legislative History

9/20/21 Finance Committee recommended for approval

[21-1325](#) Request to award three (3) year contract to CliftonLarsonAllen LLP to provide audit services for the 2021, 2022 and 2023 annual audits

Attachments: [2021-2023 Audit Services.pdf](#)

Legislative History

9/20/21 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[21-1317](#) Request to waive repurchase rights for Lot 4, Plat 1, in the Northeast Business Park, allowing the transfer from Chad Cassiani to Delanie D. McGlone or assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights would remain on the property

Attachments: [Memo Repurchase Waiver Lot 4 NEBP Plat 1 9-22-21.pdf](#)

[Lots 1-6 NE Business Park Plat 1 Covenants Waiver Except Repurchase Rights](#)

[Offer to Purchase Lot 4 Plat 1 NE Business Park McGlone.pdf](#)

[Lot 4 NEBP.pdf](#)

Legislative History

9/22/21 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE**8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE****9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[21-1344](#) Ordinance 69-21

Attachments: [Ordinances going to Council 10-6-21.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Kami Lynch, City Clerk

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

Remote meeting attendance may be permitted pursuant to Section 2-29 of the Appleton Municipal Code and Rules of Council.



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, September 15, 2021

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:00 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Firkus.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Prohaska attended the meeting virtually.

Present: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 2 - Alderperson Matthew Reed and Alderperson Michael Smith

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All departments were represented.

*The following had no items on the agenda and therefore are excused:
Finance, Valley Transit*

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[21-1278](#)

Common Council Meeting Minutes of September 1, 2021

Attachments: [CC Minutes 9-1-21.pdf](#)

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

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Excused: 2 - Alderperson Matthew Reed and Alderperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[21-1309](#) Board & Commission Reappointments

Attachments: [Reappointments ARA CPC Memo 9'15'2021.pdf](#)

Alderperson Thao moved, seconded by Alderperson Hartzheim, that the Reappointments be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Excused: 2 - Alderperson Matthew Reed and Alderperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

[21-1310](#) Hispanic Heritage Month Proclamation

Attachments: [Hispanic Heritage Month Proclamation.pdf](#)

[21-1308](#) Library Project Update

Adam Semel of SOM, presented the Library Project Update.

[21-1311](#) COVID-19 Report

Attachments: [COVID -19 Council Update 091521.pdf](#)

H. PUBLIC PARTICIPATION

*The following spoke regarding Item 21-1269 Resolution #13-R-21:
Tami McLaughlin, 1618 N Appleton St.
Jeffrey Frishner, 511 Seneca Dr.*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[21-1269](#)

Resolution #13-R-21 - Support for Resettlement of Afghanistan Parolees in Appleton

- Attachments:** [#13-R-21 Afghan Refugee Resettlement- UPDATED.pdf](#)
[Refugee Resettlement How You Can Help.pdf](#)
[Ronna Swift Support_ Refugee Resolution.pdf](#)
[Constituent Jeanne Roberts Remarks_ Fenton_ Refugee Resolution.pdf](#)

Aldersperson Meltzer moved, seconded by Aldersperson Wolff, that the Resolution be amended in the final Be It Further Resolved paragraph to read:

Be It Further Resolved that the Common Council of Appleton supports the department of Community & Economic Development with facilitating and coordinating necessary response with county, state, and federal government departments and agencies, in accordance with previously established and proven best practices for emergency resettlement, with a focus on rapid response housing options within the City of Appleton.

Roll Call. Motion carried by the following vote:

Aye: 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Joe Prohaska

Nay: 1 - Aldersperson Chad Doran

Excused: 2 - Aldersperson Matthew Reed and Aldersperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

Aldersperson Van Zeeland moved, seconded by Aldersperson Meltzer, that the Resolution be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff and Aldersperson Joe Prohaska

Nay: 2 - Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 2 - Aldersperson Matthew Reed and Aldersperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

[21-0121](#)

Discuss Alderperson salaries.

- Attachments:** [Elected Alderperson official salary.pdf](#)
[Alderperson Raises Deadline memo HR.IT 2-23-2021.pdf](#)
[2021 Alderperson Compensation.pdf](#)
[alderperson comparison 2021.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Alfheim, that the Alderperson salaries be approved as amended in Committee, to \$6,750 beginning April 2023. Roll Call. Motion carried by the following vote:

Aye: 10 - Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Joe Prohaska

Nay: 3 - Alderperson William Siebers, Alderperson Joe Martin and Alderperson Chad Doran

Excused: 2 - Alderperson Matthew Reed and Alderperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Meltzer moved, Alderperson Alfheim seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Excused: 2 - Alderperson Matthew Reed and Alderperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[21-1303](#)

Request from Red Lion Hotel for a street occupancy permit to place dumpsters on College Avenue (meters CAW 305, 307, 309, 311 & 313) intermittently through December 31, 2021.

- Attachments:** [Red Lion street occupancy permit.pdf](#)

This Report Action Item was approved.

[21-1300](#)

Recommend contract award for public safety camera server to Cable Com LLC in an amount not to exceed \$29,400.26.

Attachments: [Contract for public safety camera server-Cable Com LLC.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[21-1234](#)

Class "B" Beer and Reserve "Class B" Liquor License application for ANK Restaurant Inc d/b/a Cinders Charcoal Grill, Adam Del Fosse, Agent, located at 221 S Kensington Dr, contingent upon approval from all departments.

Attachments: [Cinders Charcoal Grill.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[21-0856](#)

Request to approve the Apple Fields Final Plat as shown on the attached maps and subject to the conditions in the attached staff report

Attachments: [StaffReport_Apple Fields_FinalPlat_For9-8-21.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[21-1245](#)

City Program Funding Approval and City Proposals for 2022 Community Development Block Grant (CDBG) Funding

Attachments: [City Proposals Memo to CEDC 09-08-21.pdf](#)

This Report Action Item was approved.

[21-1259](#)

Request to approve the attached Notice of Clarification to the attached Warranty Deed dated April 11, 1990 affirming the variance granted for continuation of office use

Attachments: [Integrity Bldg Memo to CEDC 09-08-21.pdf](#)
[Notice of Clarification Deed Restriction Variance 2021.pdf](#)
[Warranty Deed Integrity 1990.pdf](#)

This Report Action Item was approved.

7. **MINUTES OF THE UTILITIES COMMITTEE**

8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

[21-1267](#)

Request to approve over hire for Water Plant Instrumentation Technician.

Attachments: [Instrumentation Technician Overhire Request 08-30-21.pdf](#)

This Report Action Item was approved.

9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

10. **MINUTES OF THE BOARD OF HEALTH**

M. **CONSOLIDATED ACTION ITEMS**

[21-1189](#)

Resolution #11-R-21
Sidewalks Near Linwood Park

Attachments: [#11-R-21 Linwood Park Sidewalks.pdf](#)

Alderson Meltzer moved, seconded by Alderson Doran, that the Resolution be approved as amended in the Parks & Recreation Committee. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Alex Schultz, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Joe Prohaska and Alderson Chad Doran

Nay: 1 - Alderson Katie Van Zeeland

Excused: 2 - Alderson Matthew Reed and Alderson Michael Smith

Abstained: 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

[21-1279](#)

Ordinances #67-21 and #68-21

Attachments: [Ordinances going to Council 9-15-21.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Van Zeeland, that the Ordinances be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Joe Prohaska and Aldersperson Chad Doran

Excused: 2 - Aldersperson Matthew Reed and Aldersperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Aldersperson Hartzheim moved, seconded by Aldersperson Meltzer, that the meeting be adjourned at 9:04 p.m. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Joe Prohaska and Aldersperson Chad Doran

Excused: 2 - Aldersperson Matthew Reed and Aldersperson Michael Smith

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

PROCLAMATION



Office of the Mayor

WHEREAS, mental health is an important component for overall health, including emotional, psychological, and social well-being affecting how we think, feel, and act, and poor mental health increases the risk for many types of physical health problems such as diabetes, heart disease, and stroke; and

WHEREAS, more than 50% of people in the United States will be diagnosed with a mental illness or disorder at some point in their lifetime, and more than half of people struggling with mental illness have not received treatment despite the presence of illness for more than 12 months; and

WHEREAS, the COVID-19 pandemic has adversely affected mental health for many people, especially for health and other frontline workers, students, people who live alone, and those with pre-existing mental health conditions, and services to treat mental health issues have been significantly disrupted; and

WHEREAS, unaddressed mental health issues can have a negative influence on many facets of individual and community life, including homelessness, poverty, employment, safety, and the local economy; and

WHEREAS, Mental Health Day provides an opportunity to destigmatize the need for mental health care, and for all those working on mental health issues to talk about their work and what more needs to be done to make mental health care a reality for all people.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 10, 2021, as

Mental Health Day

in Appleton and remind residents of available community resources to help take care of their own mental health and provide support to others.

Signed and sealed this 15th day of October 2021.




JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the City of Appleton is committed to be a place that is accepting and supportive of all individuals, families, and communities; and

WHEREAS, Coming Out Day honors the invaluable contributions of LGBTQ+ individuals to our community and those involved in the October 11, 1987, March on Washington for Lesbian and Gay Rights, which helped establish lesbian and gay rights as a fundamental issue of civil rights; and

WHEREAS, Coming Out Day supports LGBTQ+ individuals to live truthfully and openly and is a reminder that public expression of LGBTQ+ identity is supported and that the underlying universal ideals of honesty, acceptance, and commitment to equality must be shared by all individuals; and

WHEREAS, in 2013, Appleton adopted an ordinance prohibiting housing discrimination based on gender identity; and

WHEREAS, in 2014, Appleton's Common Council became the first in the State of Wisconsin to have an openly transgender elected official.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 11, 2021* as

Coming Out Day

in Appleton and urge all citizens to honor, celebrate, and promote equal rights to all regardless of sexual orientation or gender identity.



Signed and sealed this 15 day of October 2021.

JACOB A. WOODFORD
MAYOR OF APPLETON

*Pursuant to this Proclamation and in accordance with the Special Flag Policy, a special flag will be flown at City Hall on Monday, October 11, 2021.

PROCLAMATION



Office of the Mayor

WHEREAS, Indigenous Peoples' Day honors the invaluable contributions of all Native Americans and commemorates their shared history and culture; and

WHEREAS, the territory where the City of Appleton is today was traditionally occupied by the Ho-Chunk and the Menominee Indians; and

WHEREAS, the Menominee Nation ceded this territory to the United States in the Treaty of the Cedars in 1836, with Chief Oshkosh representing the Menominee; and

WHEREAS, Appleton recognizes the fact that the City was built on the homelands and villages of the Indigenous Peoples of the region; and

WHEREAS, the City values social, economic, and cultural contributions they make to our community; and

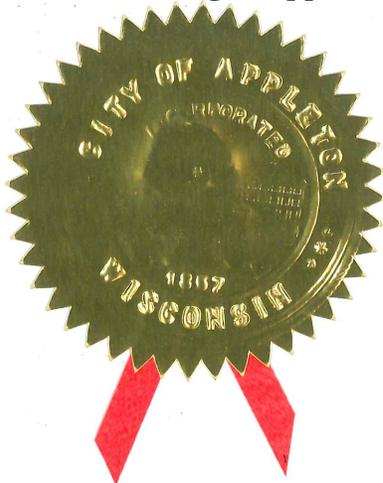
WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by the International Conference on Discrimination Against the Indigenous Population in the Americas, a delegation sponsored by First Nations leaders in the United States.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 11, 2021 as

Indigenous Peoples' Day

in Appleton and urge our citizens to celebrate and value the Indigenous Peoples of Appleton, participate in the annual celebrations and activities, encourage the teaching of their history, encourage businesses, organizations, and public institutions to recognize this day, and promote the well-being of Appleton's Indigenous community.

Signed and sealed this 11th day of October 2021.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the white cane, which every blind resident of Appleton has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind and visually impaired to fully participate in and contribute to our society and to live the lives they want; and

WHEREAS, every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and

WHEREAS, law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 15, 2021, as

White Cane Awareness Day

in Appleton and remind residents to recognize the white cane as a tool of independence for blind pedestrians in our community.

Signed and sealed this 15th day of October 2021.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the City of Appleton is committed to ensuring the safety and security of all those living in and visiting our city, and our first responders are dedicated to reducing the number of home fires and home fire injuries through prevention and protection education; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely, and working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Appleton residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond since residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Appleton residents should be sure their smoke and CO alarms meet the needs of all household members, including those with sensory or physical disabilities; and

WHEREAS, Appleton residents responsive to public education measures are better able to take personal steps to increase safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 3-9, 2021, as

Fire Prevention Week

and I urge all the residents to "Learn the Sounds of Fire Safety" for Fire Prevention Week 2021, and to support the many public safety activities and efforts of the Appleton Fire Department.

Signed and sealed this 13th day of October 2021.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, Domestic Violence Awareness Month evolved from the “Day of Unity” in October 1981 observed by the National Coalition Against Domestic Violence; and

WHEREAS, domestic violence perpetrators cause significant and long-lasting trauma to countless individuals of every religion, identity, culture, and socioeconomic status, as domestic abuse survivors often endure physical and emotional abuse; and

WHEREAS, by observing Domestic Violence Awareness Month, we seek to increase awareness of incidents of violence in the home, focusing on the victims of domestic violence and their children, who have suffered emotional and physical abuse; and

WHEREAS, through the inspiration, courage, and persistence of survivors of domestic abuse and violence, their children and advocates, legislation has been enacted to provide protection and services for future victims and their children; and

WHEREAS, the achievements of those working to end domestic violence throughout the city, state, and nation, together with the continuing efforts of local agencies to assist victims of domestic violence and to prevent future violence in our communities, are to be commended; and

WHEREAS, Harbor House Domestic Abuse Programs will conduct its 3rd Annual Purple Porch Project, encouraging homeowners and businesses to change standard outdoor lights to purple-colored lights in October.

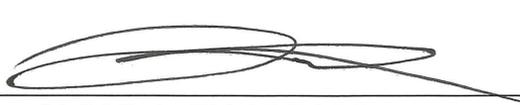
NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 2021 as

Domestic Violence Awareness Month

in Appleton and encourage our residents to participate in activities that mourn those who have died as a result of domestic violence, celebrate those who have survived, and connect those who work to end violence.



Signed and sealed this 15 day of October 2021.



JACOB A. WOODFORD
MAYOR OF APPLETON

$230 + 228 = 458$ (2 week case counts)

$458 / 75,000 = .0006507$ (Appleton population 75,000)

$.0006107 \times 100,000 = 610.7$ (equals burden)

Low less than or equal to 10 per 100,000 people

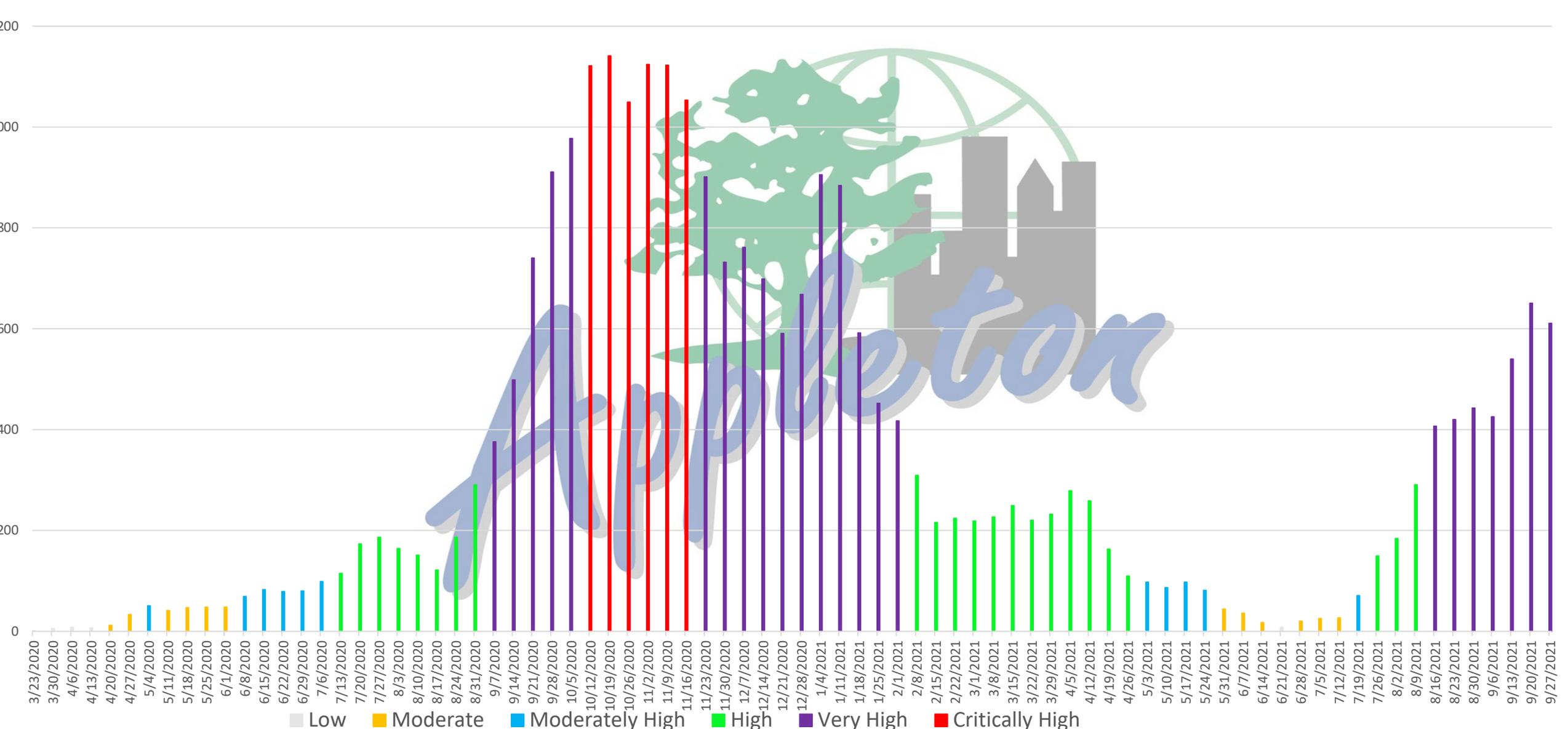
Moderate greater than 10 but less than 50 per 100,000 people

Moderately High greater than 50 but less than 100 per 100,000 people

High is greater than 100 per 100,000 people

Very High is greater than 350 per 100,000 people

Critically High is greater than 1,000 per 100,000 people



Two Week Total New COVID-19 Cases in Appleton,
 Rate per 100,000 Population, Risk Level Assessments per WDHS

10/3/2021

(Data from 12AM- 11:59PM on the above date)

09/27/2021 - 10/03/2021

304

High Transmission

Active:
334

Out of Isolation:
10,156

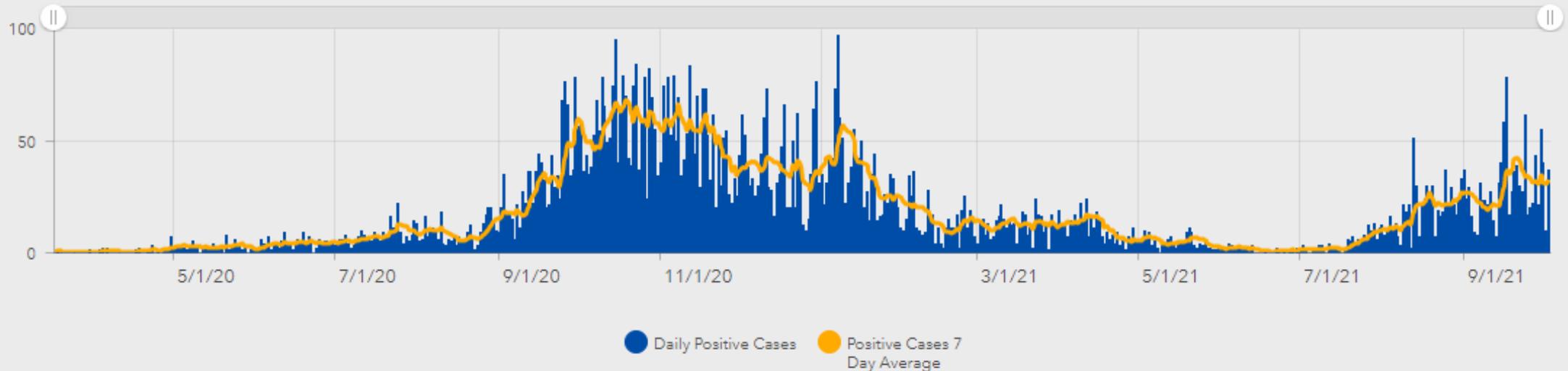
Deaths:
68

Negative:
49,108
+37

Key Numbers

Definitions

Newly confirmed COVID-19 cases by date confirmed in the City of Appleton, and 7-day average



<https://covid-19-appleton.hub.arcgis.com/>

VACCINATIONS TO DATE (10/04/21)

	FULLY VACCINATED	AT LEAST ONE SINGLE DOSE
STATE	54.0%	56.9%
CALUMET	49.2%	51.4%
WINNEBAGO	52.4%	55.9%
OUTAGAMIE	54.6%	57.3%
APPLETON	58.3%	61.8%
APPLETON VACCINE ELIGIBLE	69.3%	73.5%
APPLETON 12-17 YEARS	53.8%	60.1%

NOTICE OF PUBLIC HEARING

#10-21

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on October 6, 2021, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #10-21: A rezoning request has been initiated by the owner and applicant, KKREW Properties/Dean Kroening in the matter of amending Chapter Twenty-three (Zoning Ordinance) of the Municipal Code of the City of Appleton for the following described real estate (2121 South Schaefer Street including the adjacent one-half (1/2) right-of-way of South Schaefer Street). The applicant requests to rezone the property from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/CD-2 Planned Development General Commercial District #10-21. Maps are available upon request at the City Clerk's Office.

History: In 1985, the Calumet Street Planned Development District #34-84 (now known as PD/C-2 Planned Development General Commercial District #34-84) was approved to allow for the construction of a shopping center complex which included a grocery store, retail, professional, personal, restaurant uses and an 8-unit multi-family apartment building on Property Tax Id #s 31-9-1114-00, 31-9-1114-01, 31-9-1116-00 and 31-9-1118-00.

Purpose of the Rezoning: The owner/applicant is making this request to allow for redevelopment of the site and construction of a second commercial building on this parcel. The proposed rezoning will provide clear direction on the development standards for the subject parcel going forward and will provide minimal zoning code exceptions that will allow for the redevelopment of this infill parcel.

Legal Description: Parcel # 31-9-1114-01

Being a part of Lot Twenty (20), Purdy Farm Plat, locate in the Northwest Quarter (NW1/4) of Section Five (5), Township Twenty (20) North, Range Eighteen (18) East, City of Appleton, Calumet County, Wisconsin containing 22,678 square feet (0.521 acres) of land and being described by:

Beginning at the southeast corner of said Lot 20; thence N89°-28'-39"W 190.15 feet along the south line of said Lot 20 to the southwest corner thereof; thence N00°-15'-26"W 119.30' along the west line of said Lot 20; thence S89°-28'-39"E 190.08 feet to a point on the east line of said Lot 20; thence S00°-17'-39"E 119.30 feet along said east line of Lot 20 to the point of beginning. Being subject to any and all easements and restrictions of record.

September 9, 2021

RUN: September 14, 2021
September 21, 2021

KAMI LYNCH
City Clerk



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Hearing Meeting Date: September 8, 2021

Common Council Public Hearing Meeting Date: October 6, 2021 (Public Hearing on Rezoning)

Item: Planned Development (PD) Rezoning #10-21

Case Manager: Jessica Titel

GENERAL INFORMATION

Owner/Applicant: KKREW Properties c/o Dean Kroening

Address/Parcel #: 2121 South Schaefer Street (Tax Id #31-9-1114-01)

Petitioner's Request: The applicant proposes to rezone the subject property from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/C-2 Planned Development General Commercial District #10-21. The owner/applicant is making this request to allow for redevelopment of the site and construction of a second commercial building on this parcel. The proposed rezoning will provide clear direction on the development standards for the subject parcel going forward and will provide minimal zoning code exceptions that will allow for the redevelopment of this infill parcel.

BACKGROUND

In 1985, the Calumet Street Planned Development District #34-84 (now known as PD/C-2 Planned Development General Commercial District #34-84) was approved to allow for the construction of a Shopping Center Complex with a mix of retail, professional services, personal services, restaurant uses and an 8-unit multi-family apartment building to be located on Property Tax Id#'s 31-9-1114-00, 31-9-1116-00, 31-9-1114-01 and 31-9-1118-00.

On May 18, 1994, Ordinance 61-94 was adopted, which repealed and recreated the Zoning Ordinance. This Zoning Ordinance introduced the Planned Development (PD) Overlay District. As a result, the subject property's zoning classification changed to PD/C-2 Planned Development General Commercial District #34-84.

On June 2, 2004, Ordinance 74-04 was adopted, which repealed and recreated the Zoning Ordinance that is currently in place. This Zoning Ordinance included a section on transition rules. Section 23-35(c) states, "Planned development districts in force at the time of adoption of this ordinance shall continue to be controlled under the standards of the existing planned development district until rezoned by Common Council. However, processes for approving or amending adopted final development plans, plats, certified survey maps, or site plans, shall follow the procedures of this ordinance."

On August 4, 2021 the Common Council approved the rezoning of Parcel #31-9-1117-00 to R-3 Multi-Family District, which removed the parcel from the PD/C-2 Planned Development General Commercial District #34-84 (Rezoning #8-21).

When the Planned Development District was initially created/adopted, the development plan did not include a detailed site plan or site layout for the subject parcel. Because of this, a PD amendment is required for construction of a new building or other site modifications. The site plans associated with those amendments dictate what is permitted to be constructed for the areas subject to the amendments. A PD amendment was adopted by the Common Council on September 5, 1990 for the construction of the existing multi-tenant commercial building. The building was constructed in 1990. A PD amendment for the former Lube Shop was approved by the Plan Commission on April 11, 1988. That building was recently destroyed in a fire. These amendments were specific to those development proposals/buildings on the subject site. The property owner would like to redevelop the site and construct a second commercial building on the subject property. The proposed rezoning will provide clear direction on the development standards for the subject parcel going forward and will provide minimal zoning code exceptions that will allow for the redevelopment of this infill parcel.

STAFF ANALYSIS

Existing Site Conditions: The subject site is approximately 22,678 square feet in size and is located on South Schaefer Street, south of East Calumet Street. The property contains a multi-tenant commercial building that is approximately 2,400 square feet in size and an associated off-street parking lot. A former quick lube building was located on this site, but was recently razed due to fire damage.

Surrounding Zoning Classification and Land Uses:

North: PD/C-2 Planned Development General Commercial District #34-84. The adjacent land uses to the north are currently a mix of commercial uses.

South: R-3 Multi-Family District. The adjacent land use to the south is currently multi-family residential.

East: R-3 Multi-Family District. The adjacent land use to the east is currently multi-family residential.

West: PD/C-2 Planned Development General Commercial District #34-84. The adjacent land uses to the west are currently a mix of commercial uses.

Proposed Planned Development Overlay District and Ordinance Exceptions: The planned development overlay district allows an applicant to propose uses, development and density standards, and design guidelines for the subject property. Overlay districts provide supplemental regulations in addition to, but not necessarily more restrictive than the “base” or underlying zoning district regulations. The customized regulations, as identified in the attached Implementation Plan Document (IPD), were prepared to specify standards that are unique to the overlay district. The proposed development standards for this overlay district are listed below:

- 1) ***Minimum lot area:*** 14,000 square feet
- 2) ***Maximum lot coverage:*** 90% *
- 3) ***Minimum lot width:*** 60 feet
- 4) ***Minimum front yard:*** 10 feet
- 5) ***Minimum rear yard:*** 10 feet *

- 6) **Minimum side yard:**
 - a. None.
 - b. 10 feet if abutting a residentially zoned district.
- 7) **Maximum building height:** 35 feet.

***Development Standard Exceptions:**

Minimum rear yard building setback: 10 feet (C-2 Zoning District requires a minimum 20 foot rear yard setback)

Maximum Lot Coverage: 90% (C-2 Zoning District allows 75% maximum lot coverage)

Development Plan Summary: As proposed, the PD overlay district would facilitate the construction of a second commercial buildings on the subject property. The attached development plan drawings show the general location of potential building and other site improvements. As illustrated, the proposed commercial building would be approximately 3,800 square feet in size along with the associated off-street parking spaces. Vehicular access would primarily be provided by South Schaefer Street. Further details would be determined and reviewed through the Site Plan review process prior to the issuance of a building permit by the Inspections Division.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to facilitate redevelopment of the subject property. The proposal deviates from zoning regulations regarding development standards (rear setback and lot coverage) and off-street parking. If approved, any future development would need to conform to the customized zoning regulations identified in the IPD, as well as other sections of the Zoning Ordinance. Section 23-151 of the Zoning Ordinance establishes criteria for designating a PD overlay district, including requirements on the amount of street frontage, size of the district and percent of open space. The subject property contains less than the minimum required 1 acre of land area; however Section 23-151(c)(2) states that: Applications for a PD overlay district on sites containing less than the required acreage listed above, but not less than the underlying zoning district requirements, may be approved upon proof by the owner that the development is in the public interest and that one (1) or more of the following conditions exist:

- a. The property contains steep topography or other unusual physical features which necessitates substantial deviation from the regulations otherwise applicable, in order to ensure a safe, efficient and attractive development.
- b. The property is adjacent to an existing PD overlay district and will contribute to the maintenance of amenities and values of the neighboring district. *The subject parcel is located adjacent to an existing Planned Development District on the west and north sides of the property. The overlay district will allow construction of an additional commercial building, which will contribute to the purpose of the adjacent overlay district to provide a Shopping Center Complex with a mix of retail, professional services, personal services and restaurant uses.*
- c. The proposal involves the redevelopment of an existing area or makes use of an infill site that could not be reasonably developed under conventional zoning requirements. *Due to the infill nature of this property, limited parcel size and the placement of the existing building on site, the*

property owner is not able to reasonably redevelop the site and meet the current development standards of the C-2 zoning district.

- d. The property lends itself to creative design that will enhance quality of life in the proposed development.

It would appear the following criteria established by Section 23-151(c)(2) have been satisfied.

Appleton Comprehensive Plan 2010-2030: The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as future Commercial designation. The proposed PD/C-2 Planned Development General Commercial District rezoning is consistent with the Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

Appleton will continue to provide opportunities for residential, commercial, and industrial growth, including appropriate redevelopment sites within the downtown and existing neighborhoods and greenfield development sites at the City's edge.

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.4 Economic Development:

Ensure the continued vitality of downtown and the City's neighborhood commercial districts.

OBJECTIVE 9.5: Economic Development:

Encourage new development and redevelopment activities that create vital and attractive neighborhoods and business districts.

OBJECTIVE 10.1 Land Use:

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton's key transportation corridors and downtown.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 - 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *The rezoning request is in conformance with the Comprehensive Plan 2010-2030, as the Future Land Use Map identifies this area for future commercial uses.*

2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map, is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *This area of the City is served by existing infrastructure, and the transportation network should be adequate to serve the subject site. The parcel is currently being used for commercial purposes.*
 2. The effect of the proposed rezoning on surrounding uses. *A mix of commercial uses and multi-family residential uses are already present in this area of City and are adjacent to this parcel. The parcel is also currently zoned for and being used for commercial purposes. Any future site modifications and/or uses would be reviewed in accordance with the customized zoning regulations identified in the IPD, as well as other sections of the Zoning Ordinance. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Review Criteria: Based upon the above analysis, it would appear the criteria established by Sections 23-65(d)(3) and 23-151(o) has been satisfied.

Technical Review Group (TRG) Report: This item appeared on the August 17, 2021 TRG Agenda. No negative comments were received from participating departments.

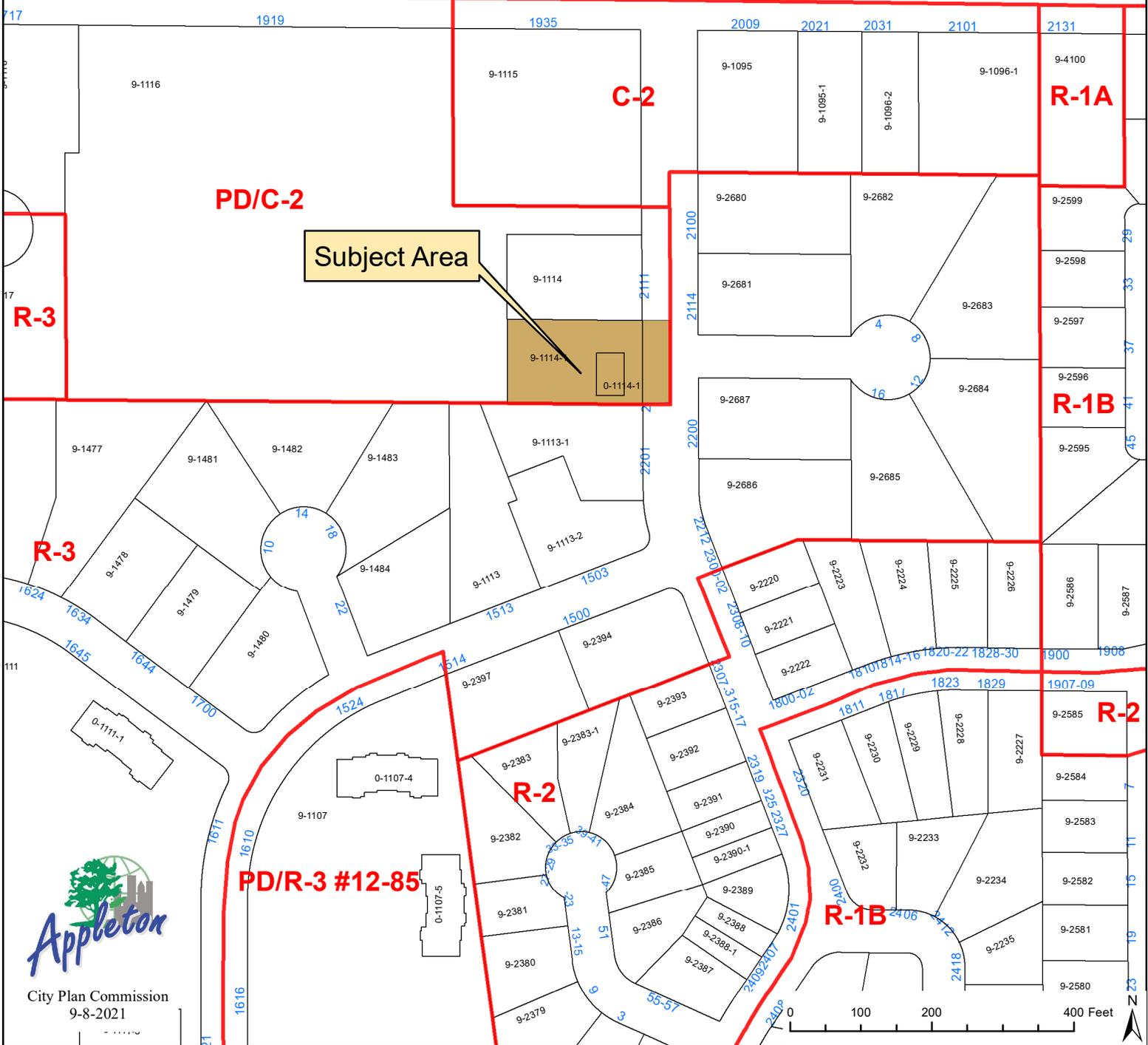
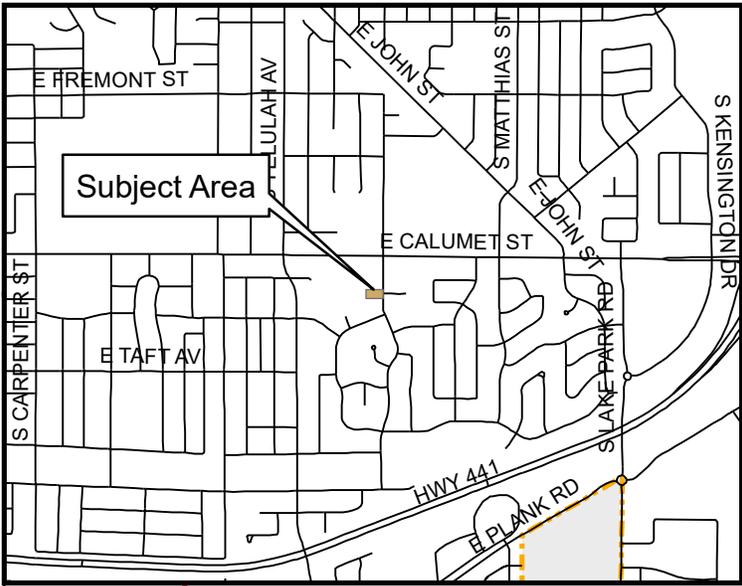
RECOMMENDATION

Staff recommends, based upon the standards for zoning map amendments as required by Sections 23-65(d)(3) and 23-151(o) of the Zoning Ordinance, that PD Rezoning Application #10-21 to rezone the subject site located at 2121 South Schaefer Street (Tax Id #31-9-1114-01) from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/C-2 Planned Development General Commercial District #10-21, along with the attached Implementation Plan Document and Development Plan, including to the centerline of the adjacent right-of-way and as shown on the attached map, **BE APPROVED** subject to the following:

1. The applicant is responsible for compliance with all applicable local, state, and federal rules and regulations, and must obtain all appropriate permits and approvals.

2. Prior to Site Plan approval, the Implementation Plan Document must be finalized, signed by all parties involved, and recorded in the Calumet County Register of Deeds Office. The owner/applicant is responsible for recording this document.
3. Prior to issuance of Building Permits, the applicant shall apply for and receive approval of a Site Plan in accordance with Section 23-570 of the Municipal Code.
4. Any proposed land division or lot combination activities will need to follow the procedures identified in Chapter 17 Appleton Subdivision Ordinance.

2121 S. Schaefer Street
 Rezoning
 PD/C-2 Calumet Street
 Planned Development District #34-84 to
 PD/C-2 Planned Development
 General Commercial District #10-21

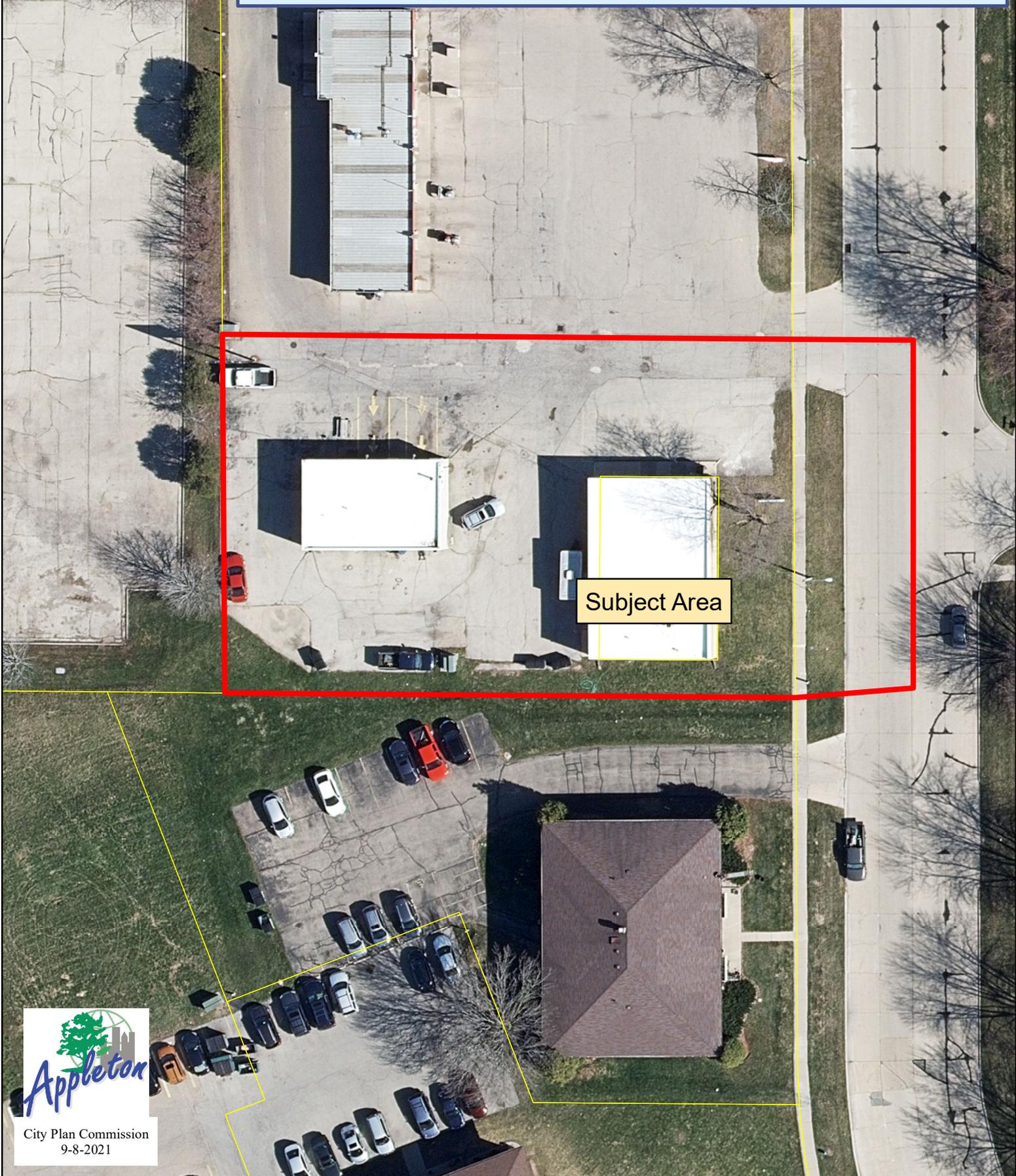


2121 S. Schaefer Street

Rezoning

PD/C-2 Calumet Street Planned Development District #34-84 to

PD/C-2 Planned Development General Commercial District #10-21



Subject Area



City Plan Commission
9-8-2021

IMPLEMENTATION PLAN DOCUMENT FOR PLANNED DEVELOPMENT

PLANNED DEVELOPMENT DESIGNATION

This Planned Development Designation, to be known as Schaefer Street is approved this _____ day of _____, 2021 by the Common Council of the City of Appleton, Wisconsin, a Wisconsin Municipal Corporation, (hereinafter referred to as the "City") for certain real property located at 2121 & 2125 S. Schaefer Street (Parcel #31-9-1114-01) in Appleton and described in attached Exhibit A (hereinafter referred to as the "Property"). This Implementation Plan Document for Planned Development (PD) #10-21 Schaefer Street is made and entered into by and between KKREW Properties c/o Dean Kroening (hereinafter referred to as the "Owner/Developer") and the City.

WHEREAS, Section 23-151 of the Appleton Municipal Code requires the recordation of a Implementation Plan Document for Planned Developments undertaken in the City; and

WHEREAS, the parties hereto wish to notify all interested parties of the existence of said Implementation Plan Document;

NOW, THEREFORE, in consideration of the foregoing recitals, the Owner/Developer and the City hereby notify all interested parties as follows:

- 1. Existence of Implementation Plan Document for Schaefer Street PD #10-21**
The parties hereto have entered into mutually agreeable Development and Implementation Plans for the Property. This designation establishes the general uses which shall be permitted on the property, a general development plan, a specific implementation plan and a statement of development guidelines and conditions that must be complied with by the Owner/Developer and all subsequent property owners or agents of the property owners. This designation also specifies improvements that must be made and conditions that must be fulfilled in conjunction with this designation by the Owner/Developer.

Record and return copy to:
City of Appleton
Community and Economic Development
Department
100 N. Appleton Street
Appleton, WI 54911

Parcel #31-9-1114-01

2. **Location of Implementation Plan Document.** The Implementation Plan Document for Schaefer Street PD #10-21 approved by Appleton Common Council action on _____, 2021 and executed by the parties on the date of filing with the Calumet County Register of Deeds' office is on file with the Appleton Community Development Department, 100 North Appleton Street, Appleton, WI, and is subject to review and reproduction by all interested parties upon request.

3. **Subsequent Purchasers.** A Planned Development (PD) is a zoning overlay district under the City of Appleton Zoning Ordinance. The Implementation Plan Document exists for Planned Developments (PDs) under this zoning category and are covenants that run with the land. Accordingly, all future purchasers of property zoned PD should become familiarized with the individual requirements attached to that specific property.

4. **Amendments to the Recorded Development Plans and Implementation Plan Document.** Pursuant to Section 23-151 of the Appleton Municipal Code, major changes in a PD require approval by the City Council and subsequent recording of the amendment. The Community Development Director may approve Minor Amendments.

5. **Development Guidelines and Conditions.** The Development Guidelines and Conditions include, but are not limited to, the following:

A. **ALLOWED LAND USES**

1. Principal Permitted Land Uses. The land uses as listed below are allowed as principal uses in Schaefer Street PD #10-21:

- *All of the principal permitted as listed in Zoning Code Section 23-113(b) for the C-2 General Commercial District.*

2. Special Uses. The land uses as listed below are considered special uses in Schaefer Street PD #10-21. Special uses shall follow the review procedures outlined in Zoning Code Section 23-66.

- *All of the special uses as listed in Zoning Code Section 23-113(e) for the C-2 General Commercial District.*

3. In addition to the land uses allowed in the underlying district the following land uses are consistent with the land use regulation exception criteria established by Appleton Municipal Code Section 23-151 and are allowed land uses in Schaefer Street PD #10-21:

- *NONE*

B. DEVELOPMENT STANDARDS

1. **Principal Uses** All principal uses, buildings and structures shall comply with the minimum development standards lot area, lot width, setbacks, building height and other requirements of the underlying zoning district of Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized development standards are authorized or specifically identified as an ordinance exception. (See below)

Setbacks/Lot Coverage shall be as follows:

Minimum Lot Area: 14,000 square feet

Maximum Lot Coverage: 90%

Minimum Lot Width: 60 feet

Minimum front yard building setback: 10 feet

Minimum rear yard building setback: 10 feet

Minimum side yard building setback: none, 10 feet if abutting a residentially zoned district

Maximum building height: 35 feet (see Section 23-113(e))

Development Standard Exceptions:

Minimum rear yard building setback: 10 feet

Maximum Lot Coverage: 90%

2. **Accessory uses, building and structures** – All Accessory uses, buildings and structures shall comply with the development standards (front, rear and side yard setbacks, building height and other requirements) of Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized development standards are authorized or specifically identified as an ordinance exception. (See below)

Development Standard Ordinance Exceptions: N/A

3. **Off-Street Parking and Loading Standards** –All uses established, expanded, change in use shall provide off-street parking space(s), stacking space(s) and loading space(s) in accordance with the requirements of Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized standards are authorized or specifically identified as an ordinance exception. (See below)

Off-Street Parking and Loading Standard Ordinance Exceptions:

Minimum off-street parking spaces required: one (1) space for each three hundred (300) square feet of gross floor area.

4. **Outdoor Lighting Standards** – All outdoor lighting shall comply with Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized standards are authorized or specifically identified as an ordinance exception.

(See below)

Outdoor Lighting Standard Ordinance Exceptions: N/A

5. **Landscaping Standards** - Landscaping improvements shall be required as part of any site plan. Landscaping shall conform with the requirements of the City's Landscape Standards, including but not limited to, plantings around the parking/driveway areas, the dumpster enclosures, and the base of the ground signs. A detailed Landscape Plan shall be prepared and submitted to the Community Development Department as part of the Site Plan Review and approval process pursuant to Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized standards are authorized or specifically identified as an ordinance exception. (See below)

Landscaping Standard Ordinance exceptions: N/A

6. **Sign Standards** – All signs shall comply with the Chapter 23, Appleton Zoning Code as now in effect or hereafter amended unless customized standards are authorized or specifically identified as an ordinance exception. (See below)

Sign Standard Ordinance exceptions: N/A

7. **Designated Open Space Areas**

Open Space Areas. Open Space Areas may either be passive or active in nature and shall fully complement the Property. Such open space may take the form of required building setbacks, parks, playgrounds, landscaped green space, nature walks and natural areas.

Schaefer Street PD #10-21 shall provide permanent open space areas equivalent to the following percent of gross lot area, unless customized standards are authorized or specifically identified as an ordinance exception.

Percent of gross lot area

- Planned commercial development 10%

The permanent open space areas be shown and identified on (Exhibit B) attached, which demonstrates approximately 23% open space shall remain open and free from all improvements except for landscaping, utility work, and access or other elements. Future development and/or improvements on this property shall maintain a minimum of 10% of gross lot area as designated open space.

Open Space Standard Ordinance exceptions: N/A

8. **Site Plan Review** is required for Schaefer Street PD #10-21 prior to the issuance of building permits pursuant to Chapter 23, Appleton Zoning Code as now in effect or hereafter amended.

9. **Words and Terms Defined** – All words and terms wherever they occur in this Implementation Plan Document for Schaefer Street PD #10-21, shall be defined and interpreted in accordance with Chapter 23, Appleton Zoning Code as now in effect or hereafter amended.

10. **Nonconformity** - Any existing building, structure or characteristic and any existing use within Schaefer Street PD #10-21 not in conformity with the regulations herein prescribed, shall be regarded as nonconforming, but may be continued, extended or changed, subject to the special regulations provided in Chapter 23, Appleton Zoning Code as now in effect or hereafter amended with respect to nonconforming, structures, uses and characteristics.

C. **PLATTING REQUIREMENTS** - No person, firm or corporation shall combine lots, adjust lot lines, or divide any land within the jurisdictional limits of these regulations which results in a lot combination, lot line adjustment, subdivision, minor land division, or a replat as defined herein; no such lot combination, lot line adjustment, subdivision, minor land division, or replat, as defined herein shall be entitled to recording and no street shall be laid or public improvement made to land without compliance with all requirements of Chapter 17 of the Municipal Code.

D. **INSTALLATION OF REQUIRED IMPROVEMENTS** – The installation of all required improvements including but not limited to stormwater, streets, sidewalks, bike paths, water systems, sewer systems, fire protection, utilities shall be in accordance with all applicable City Appleton regulations.

E. **GENERAL PROVISIONS**

1. **Enforcement**

The provisions of the Schaefer Street Planned Development designation and the development plan relating to the use of the land shall be effective and in force unless so amended as required by the Appleton Municipal Code Section 23-151.

2. **Breach of Provisions of PD Designation**

If at any time any provision or requirements stated in the Schaefer Street Planned Development designation have been breached by the Owner/Developer, the City may withhold approval of any or all platting or the issuance of any or all grading or building permits or occupancy permits applied for on the property, until such breach has been remedied.

3. **Binding Effect**

This Schaefer Street Planned Development designation shall run with the land and be binding upon the Owner/Developer, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of

this designation may be modified through an amendment in accordance with the procedure stated in the Appleton Municipal Code Section 23-151. This designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

4. Entire Designation

This designation contains all provisions and requirements incumbent upon the Owner/Developer relative to Schaefer Street PD #10-21, except as modified by subsequent action of the Appleton Common Council in accordance with procedures set forth in the Appleton Municipal Code Section 23-151 to amend planned developments, and except that nothing contained herein shall be construed as waiving any requirements of the Appleton Municipal Code or other regulations otherwise applicable to the development of the Property.

5. Period of Validity

The Implementation Plan and Development Plan (Exhibit B) as approved by the Common Council shall remain valid of a period of one (1) year during which time a building permit must be applied for and received. If the applicant does not apply for and receive a building permit within one (1) year from the date of Common Council approval of PD overlay district PD #10-21, Development Plan and Implementation Plan Document (IPD), the Development Plan and Implementation Plan Document (IPD) will constitute abandonment of the PD overlay district and related approvals, and any assumed development rights over that allowed through the underlying zoning district and shall be subject to the regulations in Section 23-151, Proof of validity and expiration of plans, of this chapter.

6. Recording of Development Plan and Implementation Plan Document (IPD)

This designation must be signed by both the City and the Owner/Developer and must be recorded by the owner (Dean Kroening - KKREW Properties) in the Calumet County Register of Deeds' Office and a recorded copy of the Development Plan and Implementation Plan Document (IPD) shall be provided to the Community Development Department. This constitutes approval of the Development Plan and Implementation Plan Document (IPD), conditions applied, modifications and any density premiums, which may be granted, and exceptions, if any, to the plan shown in the application ordered by the Common Council.

Dated this _____ day of _____, 2021.

By: _____

Owner

Title:

By: _____
Owner

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
the above named _____, and _____,
to me known to be the persons who executed the foregoing instrument and
acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin
My Commission expires _____

The above Implementation Plan for Schaefer Street PD #10-21 was drafted by the undersigned at the request of the Property Owner.

(Insert Name)

Drafter's Signature

Date

Approved as to form:

CITY OF APPLETON, a Wisconsin
Municipal Corporation

Christopher R. Behrens
Appleton City Attorney

By: _____
Jacob A. Woodford, Mayor

Attest: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
)ss
COUNTY OF OUTAGAMIE)

Personally came before me this _____ day of _____, 2021, the above-named Jacob A. Woodford, Mayor of City of Appleton, and Kami Lynch, City Clerk of City of Appleton, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin
My Commission expires _____

EXHIBIT A

2121 S. Schaefer Street

Parcel #: 31-9-1114-01

Legal Description:

Being a part of Lot Twenty (20), Purdy Farm Plat, locate in the Northwest Quarter (NW1/4) of Section Five (5), Township Twenty (20) North, Range Eighteen (18) East, City of Appleton, Calumet County, Wisconsin containing 22,678 square feet (0.521 acres) of land and being described by:

Beginning at the southeast corner of said Lot 20; thence N89°-28'-39"W 190.15 feet along the south line of said Lot 20 to the southwest corner thereof; thence N00°-15'-26"W 119.30' along the west line of said Lot 20; thence S89°-28'-39"E 190.08 feet to a point on the east line of said Lot 20; thence S00°-17'-39"E 119.30 feet along said east line of Lot 20 to the point of beginning. Being subject to any and all easements and restrictions of record.

BOUNDARY SURVEY/SITE PLAN

FOR KKREW PROPERTIES

Being a part of Lot Twenty (20), Purdy Farm Plat, locate in the Northwest Quarter (NW1/4) of Section Five (5), Township Twenty (20) North, Range Eighteen (18) East, City of Appleton, Calumet County, Wisconsin containing 22,678 square feet (0.521 acres) of land and being described by:

Beginning at the southeast corner of said Lot 20; thence N89°-28'-39"W 190.15 feet along the south line of said Lot 20 to the southwest corner thereof; thence N00°-15'-26"W 119.30' along the west line of said Lot 20; thence S89°-28'-39"E 190.08 feet to a point on the east line of said Lot 20; thence S00°-17'-39"E 119.30 feet along said east line of Lot 20 to the point of beginning. Being subject to any and all easements and restrictions of record.

NOTES:

THE BUILDER IS RESPONSIBLE FOR VERIFYING BUILDING DIMENSIONS & THAT THE LOCATION OF THE FOUNDATION AS SHOWN IS IN CONFORMANCE WITH ALL RECORDED EASEMENTS, PRIVATE COVENANTS AND BUILDING SETBACKS.

PARCEL NO.: 31-9-1114-01

DEED: DOCUMENT NO. 542995

OWNER OF RECORD: KKREW PROPERTIES LLC.

SITE ADDRESS: 2121 S. SCHAEFER ST. APPLETON, WI 54915

LOT AREA: 22,678 SQ. FT.

TOTAL EXISTING IMPERVIOUS SURFACE: 19,245 SQ. FT.

TOTAL PROPOSED IMPERVIOUS SURFACE: 17,503 SQ. FT.

PROPOSED ELEVATIONS:
FINISHED FLOOR ELEV. = 796.0

VERTICAL DATUM: = NAVD "88"

ZONING INFORMATION:
PDC2 - PLANNED DEVELOPMENT GENERAL COMMERCIAL DISTRICT

SURVEY NOTES:

SITE BENCHMARK: TOP OF CONCRETE AT NORTHWEST CORNER OF BUILDING. ELEVATION: 795.80'

EROSION CONTROL NOTES:

INSTALL GRAVEL TRACKING PADS AT CONSTRUCTION ACCESS POINTS PRIOR TO THE START OF CONSTRUCTION. CLEAN UP ANY TRACKING ON STREETS AT THE END OF EACH DAY (MINIMUM OF 50 FEET LONG TRACKING PAD WITH AGGREGATE CONSISTING OF 3-6 INCH CLEAR OR WASHED STONE-12 INCH THICK).

INSTALL D.O.T. APPROVED SILT FENCE AS SHOWN PRIOR TO LAND DISTURBANCE ACTIVITIES.

CONTRACTOR SHALL INSPECT AND MAINTAIN EROSION CONTROL MEASURES ON DAILY BASIS.

UPON COMPLETION OF SITE WORK SEED ALL DISTURBED AREAS WITH A PERENNIAL GRASS SEED MIX AND MULCH AS A MINIMUM.

MAINTAIN EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS HAVE BEEN REVEGETATED.

BMP'S SHALL BE PLACED AROUND ALL SOIL STOCKPILES. SOIL STOCKPILES IN PLACE FOR 7 DAYS OR MORE SHALL BE PROPERLY STABILIZED.

ALL BMP'S SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROPRIATE DNR TECHNICAL STANDARDS.

DISTURBED AREAS AND SOIL STOCKPILES LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE STABILIZED BY SEEDING, OR BY OTHER COVER, SUCH AS TARPING OR MULCHING.

EROSION MAT TO BE WISCONSIN DOT CLASS II TYPE B.



SURVEYOR'S CERTIFICATE

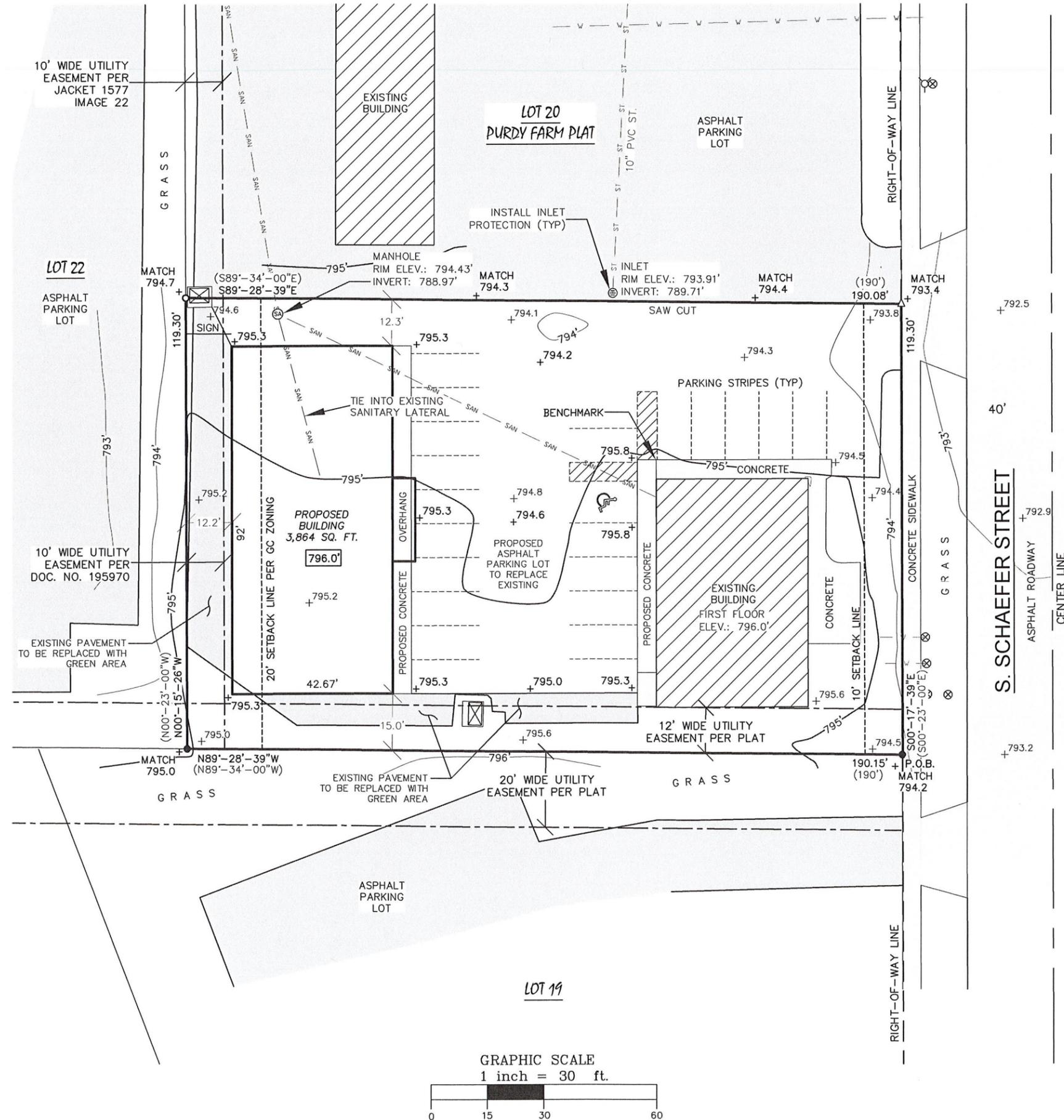
I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 15TH day of JULY, 2021.

Steven C. DeJong
WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

- LEGEND -

- = 1" IRON PIPE FOUND
- = 1" X 18" IRON PIPE SET (1.130 LB./FT.)
- △ = MAG NAIL SET
- () = RECORDED INFORMATION
- 700' — = EXISTING CONTOUR
- 796.0' = PROPOSED FINISHED FLOOR ELEVATION
- 0--- = PROPOSED SILT FENCE
- ~ ~ ~ = PROPOSED DRAINAGE
- 713.50' + = PROPOSED SPOT ELEVATION
- ☒ = ELECTRIC TRANSFORMER
- ⊕ = FIRE HYDRANT
- ⊗ = WATER VALVE
- ⊙ = STORM INLET
- W — = WATER MAIN
- ST — = STORM SEWER MAIN
- SAN — = SANITARY SEWER MAIN



S. SCHAEFER STREET
ASPHALT ROADWAY
CENTER LINE
GRASS
RIGHT-OF-WAY LINE

MERIDIAN
SURVEYING, LLC

9637 Friendship Drive Kaukauna, WI 54130 Office: 920-993-0881 Fax: 920-273-6037

PROJECT LOCATION:	LOT 20, PURDY FARM PLAT
PROPERTY OWNER:	KKREW PROPERTIES
CONTRACTOR:	
PREPARED BY:	S.C.D. MERIDIAN SURVEYING
DATE:	7-14-21
PROJECT NO.:	12979
FIELD BOOK:	M-58, PG.73
SHEET:	1 OF 1



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks & Recreation Committee

FROM: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

DATE: September 20, 2021

RE: Action Item: Award Design, Engineering, and Permitting Services for the WE Energies Trail to KL Engineering for a contract amount of \$134,912.58.

The 2021 Parks, Recreation and Facilities Management Department Capital Improvement Projects Fund includes funding for design, engineering, and permitting for the WE Energies Trail. There will be 1.6 miles of off-road trail developed under the WE Energies power lines starting at Oneida Street and ending at Woodland Park/Horizons Elementary School. Additionally, another half mile of supplemental wayfinding and route signage along Schaefer Circle connecting to Lake Park Road is also included in the project. The estimated cost of the project is \$1,200,000. Federal DOT TAP funding will cover \$516,292 with the City's funding covering the remaining \$683,708. Final design of the project is estimated to be finished in 2023 with construction completed in 2024.

The proposed trail development is identified in the following documents: City of Appleton Trails Master Plan, PRFMD Comprehensive Outdoor Recreation Plan, 5-Year Bike Lane and Trail Plan, City of Appleton Transportation Plan, City of Appleton Comprehensive Plan, and the East Central Wisconsin Regional Planning Commission Bicycle and Pedestrian Plan.

Two requests for qualification (RFQ) proposals were submitted for the design, engineering, and permitting of the WE Energies Trail. Firms were evaluated for relevant WisDOT non-traditional experience, past utility corridor projects, project team, project understanding, and project schedule. Below is the pricing received from the RFQ proposals.

<u>Company</u>	<u>Proposal Costs</u>
KL Engineering	\$134,912.58
EXP	\$128,000.00

KL Engineering has more experience with WisDOT non-traditional trail projects with numerous projects being within WE Energies corridors. KL Engineering has proven to be proficient in WisDOT design submittals, WE Energies coordination, transportation management plans, design study reports, WisDOT PS&E documents, WisDNR permitting, Section 106 archeology and state historical permitting, WisDOT utility process, and WisDOT highway permitting.

KL Engineering was determined to be the most experienced firm for the scope of work for the WE Energies Trail Project. It is the recommendation of the Parks, Recreation and Facilities Management Department to execute a contract with KL Engineering in the amount of \$134,912.58.

Please feel free to contact me at 832-5572 or by email at dean.gazza@appleton.org with any questions or comments.

APPLE FIELDS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911 (“City”) and **Doctors Properties, LLC**, a corporation with a business address of P.O. Box 265 Neenah, WI 54957, the owner and developer (“Developer”) of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provide for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Apple Fields residential subdivision on property within the corporate limits of the City (“Proposed Development”), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

WHEREAS, the Final Plat of the Apple Fields Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Development; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Development;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of all the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 4 below:

- a. Sanitary sewer mains, maintenance holes and laterals
- b. Water mains, valves, hydrants, hydrant leads, fittings, and services
- c. Storm sewer mains, maintenance holes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
- d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures, with fill to consist of clay fill in the streets.
- e. Street Lights
- f. All other infrastructure required for the developments not specifically set forth in this agreement

2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items for the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in **Exhibit 3**) for the development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. City Administrative Fees
- b. Temporary Asphalt Street Surface
- c. Sanitary Area Assessment
- d. Storm Water Area Assessment (Holland Pond)
- e. Televising of sanitary and storm sewer lines
- f. Street Name Signs
- g. Traffic Control Signs
- h. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- i. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3i for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3i will be used as the basis for the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Development under the supervision of City inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed, dedication, or other appropriate means, to the City all the streets, roads, courts, avenues, drives, public ways, sanitary sewer, storm sewer, water main, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Development and this agreement.

8. The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

9. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Development. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.

10. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Development have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.

11. The schedule for the Proposed Development shall be as follows:

- a. Infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits, unless an Early Start is approved by the City Engineer.
- b. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

12. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.

13. The City shall reimburse Developer up to \$17,000 towards the costs of the required CLOMR and bridge infrastructure upon completion of said structure.

14. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

15. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

16. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

- b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.

17. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

18. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.

19. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

20. This Agreement, along with *Exhibits 1 through 4* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

21. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

22. This Agreement may not be modified or amended, except when placed in writing, with the written consent of the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

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[SIGNATURE PAGE TO FOLLOW]

Doctors Properties, LLC

By: Hungliang Chou

By: _____

Printed Name: Hungliang Chou

Printed Name: _____

Title: Managing Member

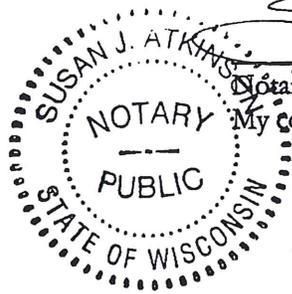
Title: _____

STATE OF WISCONSIN)

Winnebago COUNTY)

: ss.

Personally came before me on this 28th day of July, 2021, the above-named persons, Hung Liang Chou and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



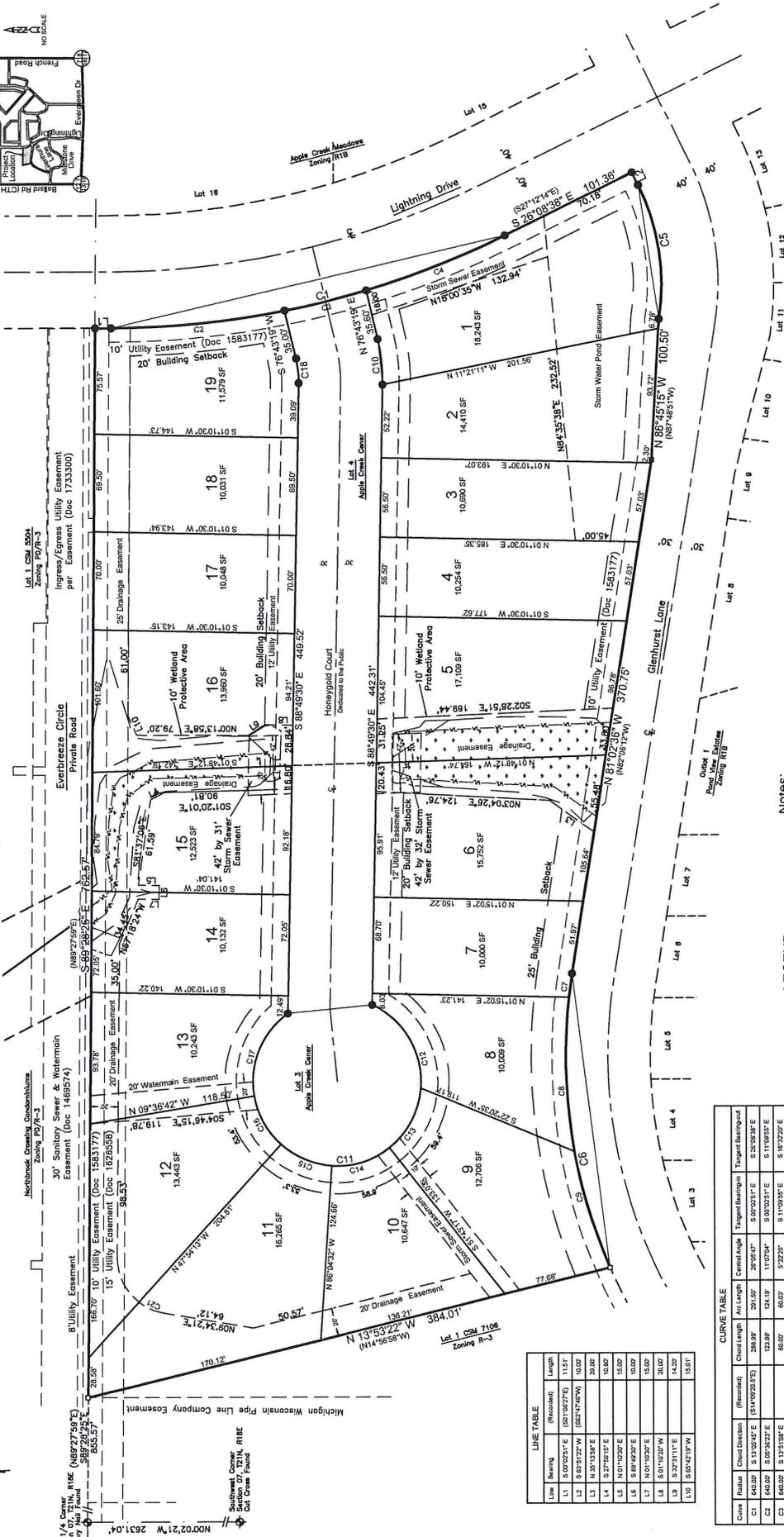
Susan J. Atkins
Notary Public, State of Wisconsin
My commission is/expires: 3-6-2022

Apple Fields

All of Lot 3 and part of the Fractional Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin



Bearings are referenced to the West line of the Southwest 1/4, Section 07, T21N, R17E, Outagamie County Coordinate System.



NOTES:

- All linear measurements have been made to the nearest one...
- All bearings are computed and measured to the nearest second...
- Maintenance of all Drainage Easements and Storm Water Pond Easements within the lot division or serving this Subdivision are...
- Upon failure of the property owner to perform maintenance of the drainage easements, the engineer shall be authorized to perform the necessary conveying and managing stormwater through the plat.
- Payment of the maintenance and repairs shall be assessed among the property owners of this subdivision in an equal proportion to the area of the easement which the property owner's payment shall be assessed to the specific property owner(s).

LEGEND

- 1" Iron Pipe Found
- Cut Cross Set
- 1/2" x 30" Steel Rebar @ 4.30b/sL F SET
- 1/2" x 24" Steel Rebar @ 1.50b/sL F SET
- All Other Corners
- Lot Areas in Square Feet
- Recorded AS
- Existing Paved Area
- Ordinary High Water Mark
- Floodplain
- Delineated Wetlands

Curve	Radius	Chord Distance	(Bearing)	Chord Length	As Length	Central Angle	Tangent Bearing/Point
C1	146.00'	S 13°25'45"E	(S14°02'25"E)	286.99'	291.25'	26°29'14"	S 92°02'51"E S 20°25'28"E
C2	146.00'	S 13°25'45"E	(S14°02'25"E)	128.89'	124.19'	11°07'34"	S 92°02'51"E S 17°09'52"E
C3	146.00'	S 13°25'45"E	(S14°02'25"E)	60.00'	60.00'	9°28'18"	S 92°02'51"E S 28°30'38"E
C4	146.00'	S 13°25'45"E	(S14°02'25"E)	30.00'	30.00'	4°34'09"	S 92°02'51"E S 33°52'00"E
C5	146.00'	S 13°25'45"E	(S14°02'25"E)	15.00'	15.00'	2°17'04"	S 92°02'51"E S 38°58'00"E
C6	146.00'	S 13°25'45"E	(S14°02'25"E)	7.50'	7.50'	1°08'32"	S 92°02'51"E S 43°54'00"E
C7	146.00'	S 13°25'45"E	(S14°02'25"E)	3.75'	3.75'	0°34'16"	S 92°02'51"E S 48°45'00"E
C8	146.00'	S 13°25'45"E	(S14°02'25"E)	1.875'	1.875'	0°17'08"	S 92°02'51"E S 53°30'00"E
C9	146.00'	S 13°25'45"E	(S14°02'25"E)	0.9375'	0.9375'	0°08'34"	S 92°02'51"E S 58°10'00"E
C10	146.00'	S 13°25'45"E	(S14°02'25"E)	0.46875'	0.46875'	0°04'17"	S 92°02'51"E S 62°45'00"E
C11	146.00'	S 13°25'45"E	(S14°02'25"E)	0.234375'	0.234375'	0°02'08"	S 92°02'51"E S 67°15'00"E
C12	146.00'	S 13°25'45"E	(S14°02'25"E)	0.1171875'	0.1171875'	0°01'04"	S 92°02'51"E S 71°40'00"E
C13	146.00'	S 13°25'45"E	(S14°02'25"E)	0.05859375'	0.05859375'	0°00'32"	S 92°02'51"E S 76°00'00"E
C14	146.00'	S 13°25'45"E	(S14°02'25"E)	0.029296875'	0.029296875'	0°00'16"	S 92°02'51"E S 80°15'00"E
C15	146.00'	S 13°25'45"E	(S14°02'25"E)	0.0146484375'	0.0146484375'	0°00'08"	S 92°02'51"E S 84°22'00"E
C16	146.00'	S 13°25'45"E	(S14°02'25"E)	0.00732421875'	0.00732421875'	0°00'04"	S 92°02'51"E S 88°22'00"E
C17	146.00'	S 13°25'45"E	(S14°02'25"E)	0.003662109375'	0.003662109375'	0°00'02"	S 92°02'51"E S 92°15'00"E
C18	146.00'	S 13°25'45"E	(S14°02'25"E)	0.0018310546875'	0.0018310546875'	0°00'01"	S 92°02'51"E S 96°00'00"E

Lot	Bearing	(Area)	Length
1	S 0°00'00"E	(89192276)	11.51'
2	S 0°00'00"E	(86274740)	10.00'
3	S 0°00'00"E	(86274740)	10.00'
4	S 0°00'00"E	(86274740)	10.00'
5	S 0°00'00"E	(86274740)	10.00'
6	S 0°00'00"E	(86274740)	10.00'
7	S 0°00'00"E	(86274740)	10.00'
8	S 0°00'00"E	(86274740)	10.00'
9	S 0°00'00"E	(86274740)	10.00'
10	S 0°00'00"E	(86274740)	10.00'
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16	S 0°00'00"E	(86274740)	10.00'
17	S 0°00'00"E	(86274740)	10.00'
18	S 0°00'00"E	(86274740)	10.00'
19	S 0°00'00"E	(86274740)	10.00'
20	S 0°00'00"E	(86274740)	10.00'
21	S 0°00'00"E	(86274740)	10.00'
22	S 0°00'00"E	(86274740)	10.00'
23	S 0°00'00"E	(86274740)	10.00'
24	S 0°00'00"E	(86274740)	10.00'
25	S 0°00'00"E	(86274740)	10.00'
26	S 0°00'00"E	(86274740)	10.00'
27	S 0°00'00"E	(86274740)	10.00'
28	S 0°00'00"E	(86274740)	10.00'
29	S 0°00'00"E	(86274740)	10.00'
30	S 0°00'00"E	(86274740)	10.00'
31	S 0°00'00"E	(86274740)	10.00'
32	S 0°00'00"E	(86274740)	10.00'
33	S 0°00'00"E	(86274740)	10.00'
34	S 0°00'00"E	(86274740)	10.00'
35	S 0°00'00"E	(86274740)	10.00'
36	S 0°00'00"E	(86274740)	10.00'
37	S 0°00'00"E	(86274740)	10.00'
38	S 0°00'00"E	(86274740)	10.00'
39	S 0°00'00"E	(86274740)	10.00'
40	S 0°00'00"E	(86274740)	10.00'
41	S 0°00'00"E	(86274740)	10.00'
42	S 0°00'00"E	(86274740)	10.00'
43	S 0°00'00"E	(86274740)	10.00'
44	S 0°00'00"E	(86274740)	10.00'
45	S 0°00'00"E	(86274740)	10.00'
46	S 0°00'00"E	(86274740)	10.00'
47	S 0°00'00"E	(86274740)	10.00'
48	S 0°00'00"E	(86274740)	10.00'
49	S 0°00'00"E	(86274740)	10.00'
50	S 0°00'00"E	(86274740)	10.00'
51	S 0°00'00"E	(86274740)	10.00'
52	S 0°00'00"E	(86274740)	10.00'
53	S 0°00'00"E	(86274740)	10.00'
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56	S 0°00'00"E	(86274740)	10.00'
57	S 0°00'00"E	(86274740)	10.00'
58	S 0°00'00"E	(86274740)	10.00'
59	S 0°00'00"E	(86274740)	10.00'
60	S 0°00'00"E	(86274740)	10.00'
61	S 0°00'00"E	(86274740)	10.00'
62	S 0°00'00"E	(86274740)	10.00'
63	S 0°00'00"E	(86274740)	10.00'
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65	S 0°00'00"E	(86274740)	10.00'
66	S 0°00'00"E	(86274740)	10.00'
67	S 0°00'00"E	(86274740)	10.00'
68	S 0°00'00"E	(86274740)	10.00'
69	S 0°00'00"E	(86274740)	10.00'
70	S 0°00'00"E	(86274740)	10.00'
71	S 0°00'00"E	(86274740)	10.00'
72	S 0°00'00"E	(86274740)	10.00'
73	S 0°00'00"E	(86274740)	10.00'
74	S 0°00'00"E	(86274740)	10.00'
75	S 0°00'00"E	(86274740)	10.00'
76	S 0°00'00"E	(86274740)	10.00'
77	S 0°00'00"E	(86274740)	10.00'
78	S 0°00'00"E	(86274740)	10.00'
79	S 0°00'00"E	(86274740)	10.00'
80	S 0°00'00"E	(86274740)	10.00'
81	S 0°00'00"E	(86274740)	10.00'
82	S 0°00'00"E	(86274740)	10.00'
83	S 0°00'00"E	(86274740)	10.00'
84	S 0°00'00"E	(86274740)	10.00'
85	S 0°00'00"E	(86274740)	10.00'
86	S 0°00'00"E	(86274740)	10.00'
87	S 0°00'00"E	(86274740)	10.00'
88	S 0°00'00"E	(86274740)	10.00'
89	S 0°00'00"E	(86274740)	10.00'
90	S 0°00'00"E	(86274740)	10.00'
91	S 0°00'00"E	(86274740)	10.00'
92	S 0°00'00"E	(86274740)	10.00'
93	S 0°00'00"E	(86274740)	10.00'
94	S 0°00'00"E	(86274740)	10.00'
95	S 0°00'00"E	(86274740)	10.00'
96	S 0°00'00"E	(86274740)	10.00'
97	S 0°00'00"E	(86274740)	10.00'
98	S 0°00'00"E	(86274740)	10.00'
99	S 0°00'00"E	(86274740)	10.00'
100	S 0°00'00"E	(86274740)	10.00'

There are no objections to this plan with respect to the State of Wisconsin, as provided by s. 236.12, Wis. Stat. Certified _____ 20

Department of Administration

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
CIVIL ENGINEERING CONSULTANTS
1184 Province Terrace, Menasha, WI 54952
Ph: 920.929.4400 Fax: 920.929.4004

James R. Schirer PLS 2682 Data

File: 55251.mxd
Date: 11/11/2021
Drawn By: Jim
Sheet: 1 of 3
Revision Date: Sep 01, 2021

Access Restriction Note:
This subdivision is subject to the Apple Creek
Lanes, Lightning Circle, both which are public right of way, and
Everbreeze Circle, a private road.

Apple Fields

All of Lot 3 and Lot 4, Apple Creek Center, being located in part of the Fractional Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 279,377 Square Feet (6.4136 Acres) of land more or less, subject to all easements, and restrictions of record.

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING
UNDER S. 66.60, WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin to wit:

Apple Fields Development

The undersigned owner(s) of property benefited by the above-proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S. 66.60 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S. 66.60 (18) of the Wisconsin Statutes, I (we) hereby waive all special assessment notices and hearings required by S. 66.60, and I (we) hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec. 66.60 (1)(a) Wisconsin Statutes.

Street Address

Signature of Owner

Date

P.O. Box 265, Neenah, WI 54957-0265

Hungling Chen

7/28/2021

or 3033 W. Spencer St., Suite 102, Appleton, WI 54914

OFFICE USE ONLY

FIELD NOTES:

Unit No. _____

Inspector/Surveyor Name _____

Date sidewalk/apron marked _____

Total amount of sidewalk to be replaced _____

Of that total, what amount is due to tree damage _____

Apron: Type of existing surface _____ Size of existing apron _____

Date given to Field Supervisor _____

Date returned to office _____

White (original) Blue (inspector) Green (project engineer)

Apple Fields Subdivision			
Developer: Doctors Properties, LLC			
EXHIBIT 4	Number of Lots :	19	Notes / Comments
	Total Lot Area (SF) :	238,044	
	Total C/L Footage (LF) :	598	
	Total Pavement Area (SF) :	25,527	
City of Appleton Costs (Assessed) <i>Estimated</i>	Administrative Fees (Engineering, Inspection, Survey)	\$11,960.00	\$20.00 per c/l foot
	Temporary Asphalt Pavement	\$42,545.00	\$15.00 per square yard
	Sanitary Sewer Area Assessment	\$3,927.73	\$16.50 per 1000 s.f.
	Sanitary & Storm Sewer Televising	\$897.00	\$1.50 per c/l foot
	Holland Pond (assessed to lot owner at time of building permit application)	\$6,569.82	\$345.78 per lot
	Street Name / Traffic Control Signs	\$897.00	\$1.50 per c/l foot
	Concrete Pavement	\$17,940.00	\$60.00 per front ft. (for 25% of lots)
	Sidewalks - at time of Concrete Pavement	\$8,970.00	\$30.00 per front ft. (for 25% of lots)
	SUBTOTAL	\$93,706.55	
	Developer Costs And Responsibility <i>Estimated</i>	Bridge / CLOMR	\$29,575.00
Sanitary Sewer		\$38,660.00	
Storm Sewer		\$95,697.00	
Water Main		\$50,485.00	
Sanitary Laterals		\$29,162.00	
Storm Laterals		\$29,065.00	
Water Services		\$30,203.00	
Grading & Graveling		\$62,977.00	
Street Lights		\$12,000.00	
Private Electric		\$22,660.00	
Private Gas		\$15,900.00	
SUBTOTAL		\$416,384.00	
PROJECT TOTALS		\$510,090.55	



MEMO

TO: Finance Committee

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

DATE: September 14, 2021

SUBJECT: **Award the Transportation Utility Funding Study to the Ehlers/raSmith consulting team in an amount not to exceed \$72,187.**

In response to Council approved Resolution #9-R-21, the City solicited proposals from seven (7) consultants and received proposals from two (2) consultant teams. City staff has worked successfully with both consultant teams that submitted proposals.

The selection team, represented by the Attorney's Office, Finance Department and Department of Public Works, reviewed the proposals and is recommending award to the Ehlers/raSmith consulting team. This team has conducted Transportation Utility Funding Studies for eight communities, and is currently implementing the Village of Pewaukee's Transportation Utility approved in March, 2021. This team has the most experience with Transportation Utility Funding Studies and is very familiar with the City of Appleton.

Therefore, we recommend awarding the Transportation Utility Funding Study to the Ehlers/raSmith consulting team in an amount not to exceed \$72,187.

C: Municipal Services Committee



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

TO: Finance Committee
FROM: Tony Saucerman, Finance Director
DATE: September 20, 2021
RE: Request to award 3-year contract to CliftonLarsonAllen LLP to provide audit services for the 2021, 2022 and 2023 annual audits

The City’s current contract with CliftonLarsonAllen LLP (CLA) to provide audit services expired upon completion of the 2020 audit in June, 2021. In July, 2021 an RFP for audit services for the years 2021 – 2023 was issued. The RFP drew six responses from public accounting firms. The responses were evaluated by a team of staff from the Finance Department, Department of Public Works, Attorneys Office and Valley Transit. The results of the scoring (95 max.) are indicated below along with the three-year costs proposed by each firm.

<u>Firm Name</u>	<u>Score</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Total</u>
CLA	81	\$ 78,540	\$ 80,100	\$ 80,900	\$239,540
Baker Tilly	79	\$100,250	\$103,600	\$106,950	\$310,800
Sikich LLP	72	\$ 62,920	\$ 63,550	\$ 64,190	\$190,660
KerberRose SC	69	\$ 71,375	\$ 72,950	\$ 75,100	\$219,425
Lauterbach & Amen, LLP	67	\$ 39,520	\$ 40,774	\$ 42,028	\$122,322
BerganKDV	56	\$ 65,000	\$ 67,000	\$ 69,000	\$201,000

Based on the overall scoring, staff is requesting the Finance Committee’s approval to award the contract to CliftonLarsonAllen LLP. CliftonLarsonAllen LLP has been the City’s independent auditors for the past five years. We have been happy with the service they have provided as they have shown to be very knowledgeable, professional, helpful, and flexible. Although not the lowest cost response, based on our experience with them and their experience providing auditing and consulting services to many Wisconsin municipalities, we are confident, as evidenced by the overall scores above, they provide the best value. Their proposed fee for 2021 represents a 2% increase over the cost of the 2020 audit.

If you have any questions on this request, feel free to contact me.



MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: September 22, 2021

RE: Request to Waive Repurchase Rights for Lot 4 of Plat 1 in the Northeast Business Park

The City has received a request to waive their repurchase rights per Section XII of the Deed Restrictions and Covenants (attached) for the above-mentioned parcel to allow for the transfer from Chad Cassiani to Delanie D. McGlone or assigns (accepted Offer to Purchase attached). The purchase price is \$175,000.00, which is \$126,811.59 per acre based on the 1.38 acre parcel size.

Lots 3 and 4 were originally sold by the City on February 22, 2001 to Robert Niebauer of Professional Realty Development Corporation for \$98,700. Subsequently, Lots 3 and 4 were sold to Chad Cassiani in October 2006. Based on the transfer fee indicated on the Deed, the sale price was approximately \$164,000. Council approved the sale of Lot 3 in 2018 and, subsequently, a 5,808 square foot office building has been built.

Staff Recommendation:

The Community and Economic Development Committee waive the City's Repurchase Rights for Lot 4, Plat 1, in the Northeast Business Park, allowing the transfer from Chad Cassiani to Delanie D. McGlone or assigns. This waiver of repurchase rights is not transferable, survivable, or assignable. The City's Repurchase Rights would remain on this property.

ACTION ITEMS

Council Approved Dec. 3, 2008

Request – Waive Protective Covenants – Lots 1-6, Northeast Business Park Plat #1

J. Van Dyke explained the Gasman's, who currently own two (2) lots in the Business Park, are interested in building a restaurant on one lot and their office on the second. Currently, industrial zoning does not allow the building of a restaurant and they would like a waiver of the Business Park Covenants and a rezoning of the property to commercial to allow the restaurant.

Community Development staff believes this to be a reasonable request, as Badger Sports Park, which is zoned commercial and USA Sports Complex are located across the street from the lot in question. The main concern of staff is to protect the integrity of the industrial park, which they feel can be accomplished by placing a Planned Development Overlay on the C2 zoning. The overlay would incorporate the many requirements of the Protective Covenants such as building materials, signage, etc.

J. Van Dyke also explained that, at the time the attached memorandum was written, staff believed a complete waiver would be the best option, but City Assessor Brosman recommended the City retain its repurchasing rights. The rezoning to commercial would increase the value of the property significantly and felt the Gasman's should not profit if they didn't build the restaurant and decided to sell the land to another party.

J. Clemons offered support for this request, using the example of Beefeaters Restaurant, which lies in the industrial park and seems to fit into the overall landscape quite well.

J. Van Dyke explained another change that would be included in the Planned Development Overlay, which would be a stipulation the property owners can build no more than two restaurants on the four vacant lots.

P. Stueck asked if CDC can vote today to approve this with retaining the repurchasing right. J. Van Dyke responded that could be done.

G. Holzknrecht moved, seconded by J. Hill that the request from Rick and Kerry Gasman for a waiver of the Business Park Protective Covenants, *except for Section 12 Repurchase Rights*, for Lots 1-6 Northeast Business Park Plat #1, BE APPROVED, subject to the rezoning of this area to PD/C-2. (5-0)

CDBG Allocation Recommendations

J. Clemons reminded CDBG applicants in attendance the City admires all of their work, and if there was enough money, the City would fund each one of their organizations. Clemons then asked members of the audience if they would like to speak specifically to the existing staff recommendations.

Christine Cheevers, Executive Director – Fox Valley Literacy Coalition

Ms. Cheevers asked the Committee to consider her organization's request for funding. While relatively new to her position as Executive Director, she better understands why the City has funded the Literacy Coalition for the last 12 years.

Michael Potter, 520 West Atlantic Street

Mr. Potter asked the Committee to please consider funding the request for the Housing Partnership of the Fox Cities based on the number of years they have been working with the City and the good things they have done to rehabilitate buildings and homes for low-income housing.

XI. Approval of Plans:

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

XII. Repurchase Rights:

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

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

XIII. Subdivision of Lots:

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

XIV. Waiver of Notice:

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

XV. Variances:

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

XVI. Right to Enter

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

XVII. Enforcement:

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

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: none

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 _____ to be provided within 5 days of acceptance to Buyer. Should Seller mark any "yes" boxes on said report, Buyer shall have the option to cancel this Offer.
99 _____

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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: office building project or expansion of adjacent building
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 permission of City to release lot _____ 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 30 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) ~~STRIKE ONE~~ ("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 none other _____.

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 none other

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** Buyer shall pay all closing costs except for real estate tax proration which shall be
651 done in accordance with lines 472-474 of this Offer.

652 _____
653 _____
654 _____
655 _____
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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: _____

671 Name of Buyer's recipient for delivery, if any: _____

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 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: _____

683 Email Address for Buyer: DelanieMcGlone@outlook.com _____

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] Attorney Jon Fischer, McCarty Law LLP _____

688 _____

689 (x) Delanie D. McGlone, Delanie D. Mc. Glone 09-09-2021
690 Buyer's Signature ▲ Print Name Here ▶ Delanie D. McGlone 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) Chad V. Cassiani 9-10-21
698 Seller's Signature ▲ Print Name Here ▶ Chad V. Cassiani Date ▲

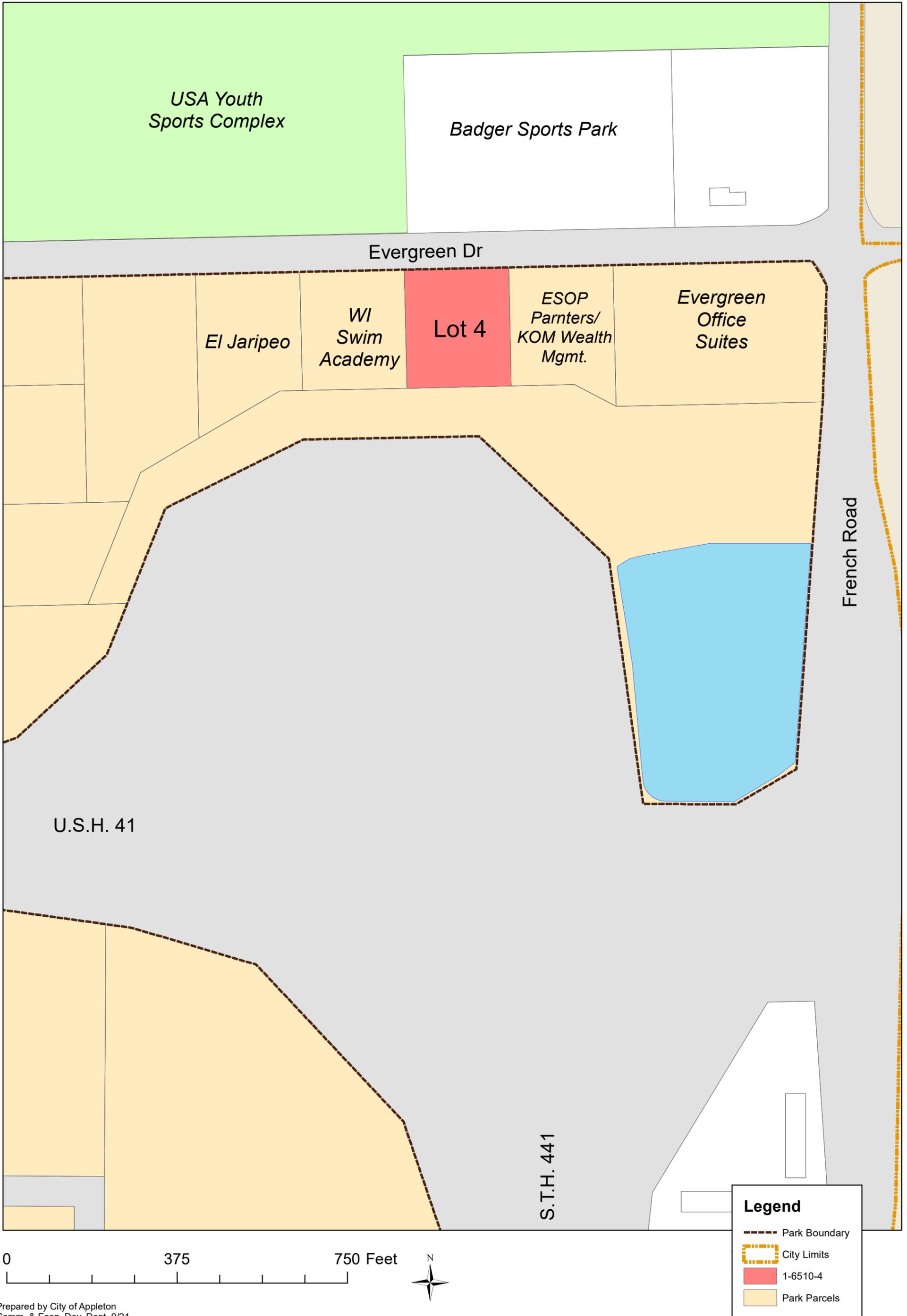
699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Date ▲

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 ▲

Northeast Business Park Appleton, Wisconsin



69-21

AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.

(City Plan Commission 10/6/2021)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone lands located at 2121 South Schaefer Street (Tax Id #31-9-1114-01), including the adjacent one-half (1/2) right-of-way of South Schaefer Street from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/C-2 Planned Development General Commercial District #10-21. (Planned Development Rezoning #10-21 – KKREW Properties/Dean Kroening, owner and applicant)

LEGAL DESCRIPTION:

Being a part of Lot Twenty (20), Purdy Farm Plat, locate in the Northwest Quarter (NW1/4) of Section Five (5), Township Twenty (20) North, Range Eighteen (18) East, City of Appleton, Calumet County, Wisconsin containing 22,678 square feet (0.521 acres) of land and being described by:

Beginning at the southeast corner of said Lot 20; thence N89°-28'-39"W 190.15 feet along the south line of said Lot 20 to the southwest corner thereof; thence N00°-15'-26"W 119.30' along the west line of said Lot 20; thence S89°-28'-39"E 190.08 feet to a point on the east line of said Lot 20; thence S00°-17'-39"E 119.30 feet along said east line of Lot 20 to the point of beginning. Being subject to any and all easements and restrictions of record.

COMMON DESCRIPTION:

2121 South Schaefer Street (Tax Id #31-9-1114-01), including the adjacent one-half (1/2) right-of-way of South Schaefer Street

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map

in accordance with this Ordinance.