

**RESOLUTION
CITY OF APPLETON**

**RESOLUTION WAIVING RESTRICTIVE COVENANTS CONCERNING YMCA
SOLDIER'S SQUARE PARKING RAMP PROPERTY**

WHEREAS, the City of Appleton (hereinafter "City") and the Young Men's Christian Association of the Fox Cities, Inc. f/k/a the Young Men's Christian Association of Appleton, Inc. a/k/a the YMCA of the Fox Cities (hereinafter "YMCA") are parties to that certain "Agreement for Purchase and Sale of Property" entered into by said parties on or about June 21, 1996 (hereinafter the "Agreement"); and,

WHEREAS, the parking ramp and adjacent property commonly known as the Soldier's Square Parking Ramp is owned and operated by the YMCA (hereinafter the "Subject Property") (noting, however, that the surface street and surface parking also known as Soldier's Square located to the north of the Subject Property is owned by the City and shall remain owned by the City); and,

WHEREAS, certain restrictive covenants appear in Section 7 of said Agreement that could, under certain circumstances, interfere with the YMCA's ability to redevelop the Subject Property and rebuild the Soldier's Square Parking Ramp without the City's participation; and,

WHEREAS, City staff has recently indicated that it does not support using City funds to construct a new City-owned parking ramp in the vicinity of the YMCA; and,

WHEREAS, since 1990, in anticipation that the Soldier's Square Parking Ramp would someday fail, the YMCA has purchased properties to the south of its downtown Appleton campus (hereinafter the "South Properties") to enable the YMCA to create a future surface parking lot to be used for its employees', members', and guests' parking when the Soldier's Square Parking Ramp reaches the end of its useful life; and,

WHEREAS, the Soldier Square Parking Ramp is nearing the end of its useful life; and,

WHEREAS, US Venture, Inc. (hereinafter "US Venture") would now like to purchase the South Properties from the YMCA to allow its riverfront office complex to be developed with adequate space for its own parking; and,

WHEREAS, the YMCA cannot sell its South Properties to US Venture until the City waives any rights that it may have under Section 7 of the Agreement and without first obtaining assurances from the City that it will be able to construct temporary parking on the South Properties, demolish the existing Soldier's Square Parking Ramp, and reconstruct a new parking ramp for its employees, members, and guests on the Subject Property using its own funds and donated funds; and,

NOW, THEREFORE, BE IT RESOLVED, by the City of Appleton Common Council:

1) The City hereby waives any rights or restrictive covenants that it may have under the Agreement (including any deed restrictions the City may have referencing the Agreement or resulting from the Agreement), with the exception of the requirement that any parking fees charged to the general public shall not be less than rates charged for parking in the City's downtown parking ramps, and further specifically waives any provisions concerning reversionary clauses or first rights of refusal.

2) Subject to various required approvals including, but not limited to, rezoning, site plan approval, permitting and the like, the City agrees to work through these processes with the YMCA in good faith in order to construct temporary parking on and in the vicinity of the South Properties, demolish the existing Soldier's Square Parking Ramp on the Subject Property, and reconstruct a new parking ramp for its employees, members and guests on said site in a reasonably expeditious manner, in accordance with the goals of the City's Downtown Mobility Plan and Comprehensive Plan.

3) The City agrees and understands that the YMCA's possible ability to redevelop the Subject Property as a mixed-use development (something in addition to parking) depends upon the possible future involvement of third parties that has not yet been secured; in the event that the YMCA is unable to secure said third party involvement within a timeline acceptable to the YMCA, the City understands that the YMCA may have to redevelop the Subject Property as parking for its employees, members, and guests only.

4) The City's action herein is based upon representations from the YMCA that the redevelopment of the Subject Property, whether by the YMCA or a third party, shall take into consideration adequate spacing for monuments within Soldier's Square as well as determining mutually agreeable points of access to the new development.

Adopted this _____ day of _____, 2020.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk