



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appletonwi.gov

## Meeting Agenda - Final Community Development Committee

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Wednesday, September 10, 2025

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[25-1047](#) CDC Minutes from 8-13-25

**Attachments:** [CDC Minutes 8-13-25.pdf](#)

### 5. Public Hearing/Apearances

[25-1048](#) Community Development Block Grant (CDBG) Notice of Funding Available and Community Needs for the 2026 Program Year (4/1/26 - 3/31/27) (Associated with Information Item #25-1051)

**Attachments:** [Funding Available Community Needs Public Hearing Notice For 9-10-25 CDC.p](#)

### 6. Action Items

[25-1049](#) Request to approve updates to the Art in Public Places Policy as described in the attached document

**Attachments:** [CDCMemo\\_ArtinPublicPlacesPolicy\\_APACRecommendation.pdf](#)

[25-1050](#) Request to approve from Appleton Northside Business Association for light pole banners and seasonal decor installations located on Richmond Street (from Northland to College) and Wisconsin Avenue (from Badger to Ballard) based upon the guidelines outlined in the Art in Public Places Policy and as described in the attached documents

**Attachments:** [CDCMemo\\_ANBA\\_LightPoleDecorations\\_APACRecommendation.pdf](#)

[25-1055](#) Request to approve the Offer to Purchase from Fox Cities PAC, LLC and/or assigns for a parcel located on Division Street, between West Franklin Street and West Washington Street, (Tax Id #31-5-1056-00) at a purchase price of \$1.00 subject to Common Council approval of the land disposition (Associated with File #25-0957-CDC and File #25-0915-CPC)

**Attachments:** [Fox Cities PAC LLC OTP Memo to CDC For 9-10-25.pdf](#)  
[0022-PAC Lot-Offer To Purchase-FULLY EXECUTED.pdf](#)  
[Map\\_Parcel 31-5-1056-00.pdf](#)

[25-1056](#) The Community Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of a parcel located on Division Street, between West Franklin Street and West Washington Street, (Tax Id #31-5-1056-00) and then reconvene into open session

[25-0957](#) Request adoption of Resolution #2025-11 for the U.S. Environmental Protection Agency (USEPA) Brownfields Coalition Assessment Grant via Calumet County's Regional Award, USEPA Brownfields Cleanup Grant, Wisconsin Economic Development Corporation (WEDC) Brownfield Site Assessment Grant, and/or WEDC Brownfield Grant for a parcel located on Division Street between West Franklin Street and West Washington Street (Tax Id #31-5-1056-00) (Associated with File #25-1055)

**Attachments:** [USEPA and WEDC Grant Resolution Memo to CDC For 9-10-25.pdf](#)  
[Resolution 2025-11 USEPA and WEDC Grants.pdf](#)  
[Map\\_Parcel 31-5-1056-00.pdf](#)

## 7. Information Items

[25-1051](#) Community Development Block Grant (CDBG) Notice of Funding Available and Community Needs for the 2026 Program Year (4/1/26 - 3/31/27)

**Attachments:** [CDBG PY2026 Funding Information Memo to CDC For 9-10-25.pdf](#)

[25-1065](#) Inspection Division Permit Summary Report Ending 8-31-25

**Attachments:** [Inspections Permit Report August 2025.pdf](#)

8. Adjournment

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

*Any questions about items on this meeting are to be directed to Kara Homan, Director, Community Development Department at 920-832-6468.*

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



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
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## Meeting Minutes - Final Community Development Committee

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Wednesday, August 13, 2025

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

Chair Jones called the meeting to order at 4:30 p.m.

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Jones, Lambrecht, Heffernan, Fenton and Meltzer

4. Approval of minutes from previous meeting

[25-0953](#)

CDC Minutes from 7-23-25

**Attachments:** [CDC Minutes 7-23-25.pdf](#)

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

**Aye:** 5 - Jones, Lambrecht, Heffernan, Fenton and Meltzer

5. Public Hearing/Appearances

6. Action Items

7. Information Items

[25-0954](#)

Inspection Division Permit Summary Report Ending 7-31-25

**Attachments:** [Inspections Permit Report July 2025.pdf](#)

This item was presented and discussed.

[25-0955](#)

Community Development Department Mid-Year 2025 Budget Report

**Attachments:** [2025 Mid Year Report Community Development Dept.pdf](#)

This item was presented and discussed.

8. Adjournment

**Meltzer moved, seconded by Fenton, that the meeting be adjourned at 4:37 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Jones, Lambrecht, Heffernan, Fenton and Meltzer

**CITY OF APPLETON  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)  
NOTICE OF FUNDING AVAILABLE AND COMMUNITY NEEDS PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held at a regularly scheduled Community Development Committee meeting on Wednesday, September 10, 2025, beginning at 4:30 p.m., or as soon thereafter as can be heard, in Council Chambers on the 6<sup>th</sup> Floor of Appleton City Hall, 100 N. Appleton Street, Appleton, WI 54911. The primary function of this hearing is to obtain citizen views on priority community needs and the use of the City's CDBG funds for the 2026 program year. All persons interested are invited to attend this meeting and will be given an opportunity to be heard.

The federal CDBG Program aims to develop viable urban communities through provision of decent housing, suitable living environments and economic opportunities, namely for low- and moderate-income persons. For more information on Appleton's CDBG Program, please visit the web site at [https://www.appletonwi.gov/government/departments/community\\_development/planning\\_development/housing/cdbg.php](https://www.appletonwi.gov/government/departments/community_development/planning_development/housing/cdbg.php), or for questions about project/program eligibility, contact Olivia Galyon, Community Development Specialist, in the Community Development Department at 920-832-6469 or by email at [olivia.galyon@appletonwi.gov](mailto:olivia.galyon@appletonwi.gov).

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

RUN: September 2, 2025



# CITY OF APPLETON

## MEMORANDUM

**Date:** September 3, 2025  
**To:** Kara Homan, AICP, Director of Community Development  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Revisions to Art in Public Places Policy

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The Appleton Public Arts Committee met on September 3, 2025 and recommended approval of the revisions to the Art in Public Places Policy subject to retaining the notification language on Page 6. This includes Item #3 under Review Steps and the paragraph entitled Notification which are to remain in the policy. This language is highlighted in yellow in the attached document.

Per the Art in Public Places Policy, the recommendation from the Appleton Public Arts Committee is forwarded to the committee of jurisdiction, in this case, the Community Development Committee. Please place this item on the agenda for the September 10, 2025 Community Development Committee meeting. Their recommendation would then be forwarded to the Common Council for consideration on September 17, 2025.

The staff memo prepared for the Public Arts Committee is attached as reference.



# CITY OF APPLETON

## MEMORANDUM

**Date:** September 3, 2025  
**To:** Appleton Public Arts Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Revisions to Art in Public Places Policy

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## BACKGROUND & ANALYSIS

The Art in Public Places Policy was approved by the Common Council on July 18, 2018, and revised in October 2019. This policy established the Appleton Public Arts Committee and the policy under which public artwork would be reviewed. Since the adoption of the policy, applications for several public art projects have been submitted for review. While implementing the Art in Public Places Policy, staff has identified areas of the policy that need to be updated to improve efficiency.

Specifically, an outdated Banner Policy from the Department of Public Works tasked the Community Development Department and Plan Commission with the enforcement of the aesthetics of banners. It has been determined that Appleton Public Arts Committee will review banners for aesthetic purposes and the committee of jurisdiction will then be the Community Development Committee.

The proposed changes are identified in **RED** in the attached revised Art in Public Places Policy.

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## RECOMMENDATION

**APPROVE** the revisions to the Art in Public Places Policy and recommend to the Community Development Committee



# Art in Public Places Policy

Appleton Public Arts Committee

July 2018

Updated October 2019

Updated February 2020

Updated 2025

## INTRODUCTION

This document serves as the policy to oversee the public display of art placed on publicly owned property and to serve as the road map to decisions made in relation to public art in the City of Appleton. This policy will also define the types of public art, how pieces will be chosen, approval and review process, the maintenance of each piece and the process for deaccession of the artwork. The review process is expected to take approximately 6 to 8 weeks, dependent upon project variables and meeting schedules. This policy does not apply to artwork on private property.

### What is Public Art?

Public art is any work of art or element of design that is sited in or on property that is publicly owned or controlled by the City of Appleton (parks, buildings, right-of-ways, etc.) for people to experience. Public art pieces can be either privately owned by the artist or other entity or publicly owned by the City, but will be sited on public property. Ownership will be dependent upon each individual project.

For the purposes of this policy, Public Property is defined as *a building and/or land owned and controlled and/or in which the use is operated by the City including fire stations, police station, City Hall, public works and park facilities, library, right-of-way, and the like.*

### Why Public Art?

Creative placemaking is a way of creating a special place and creating an identity within the places we frequent. Public art has been used in placemaking for decades and there are countless examples throughout the Fox Cities, State and Country on how the arts have improved the quality of life and enhanced the communities we live in.

### Why a Public Arts Committee?

By developing a Public Arts Committee for the City of Appleton, the City can work toward deliberately creating these special places, events and moments. Creation of a Public Arts Committee will establish a more formal way to review and maintain public art, provide another avenue for the promotion of the arts community and show the continued desire to establish the arts as a priority for our community.

### Types of Public Art

Public art can take a wide range of forms, sizes, and scales—and can be temporary, seasonal, or permanent. Public art is physical, which can include murals, sculptures, memorials, integrated architectural or landscape architectural work besides street furnishings, community art, digital new media, lighting pole installations (e.g. banners) and even live performances.

#### Temporary/Seasonal Events/Performance Public Art

Interactive cultural activities, ~~performance-based work~~ seasonal decorations that recur each year, or objects presented in public space that have a limited duration. Temporary public art is exhibited for 6 months or fewer. Public art may be experienced as a surprise or unanticipated activity so long as Committee and Council approval is obtained in advance. Public art can also be, ~~or as~~ part of larger or anticipated events such as a festival, parade, or other community event. Temporary public art is transient and may last a ~~few minutes~~ day or not more than 6 months. They may take place in one location or move but are not permanently sited.

Examples: Temporary public art can be almost any form; objects such as sculptures, ~~or~~ interactive art ~~or~~ ~~furnishing~~ that are movable; ~~street artists that perform music, poetry, dance or skits~~; modification to existing structures through wrapping, projecting images or other means.

### Functional Art

The primary purpose is functional or utilitarian. Works of art that serve a purpose in publicly owned spaces that are designed and/or embellished by artists.

Examples: seating, benches, bicycle racks, bus shelters, fences, gates, trash cans, lights, light poles, etc.

### Integrated Artwork

Fully incorporated into the design of a larger project or existing element in the community. Artists may work directly with the architects or engineers to enhance the qualities and functionality of publicly owned buildings, structures, spaces and/or infrastructure. This policy is not meant to cover conventional building or structural design elements; the policy only applies for unique, “add on” items.

Examples: bridges, retaining walls, walkways, ~~buildings, streetscaping,~~ landscaping, functional exterior building elements ~~—(e.g. façade elements, and entrances), lobbies,~~ etc.

### Two and Three - Dimensional Artwork

Two and Three-dimensional artwork has been the most common form of public art and comes in a variety of forms, including, but not limited to:

- Interpretive: Primary purpose is educating the public. The artwork might be self-explanatory or require a panel explaining the project.
- Monument: A statue, building or other structure created to commemorate a famous or notable person or event. They are typically cast in or sculpted from granite, bronze or marble.
- Mural or Mosaic: A painting or other work of art created or mounted on a wall. Media used to create the mural or mosaic can include paint, tile, glass or other found materials.
- Sculpture: Freestanding, physically independent of other site elements. Can consist of a variety of materials, including metals, wood, concrete, fiberglass, landscape, glass, etc.
- Sensory Art: Appeals to the senses – visual, auditory, touch or a combination of these. Can include water features, fountains, interactive sound or touch features, lighting, etc.

## **APPLETON PUBLIC ARTS COMMITTEE (APAC)**

The Appleton Public Arts Committee (APAC) is responsible for implementing the Art in Public Places Policy. The APAC will create recommendations for the appropriate committee of jurisdiction based upon the proposed project/request. The recommendations will be forwarded to the Common Council to further the City of Appleton’s commitment to the promotion, creation and maintenance of public art as defined in this policy. The Public Arts Committee is a volunteer committee that works to support the goals and strategies for increasing the prevalence of public art and placemaking. It is important to understand that members will serve in an advisory capacity to the committees of jurisdiction.

The Committee will be made up of no more than 7 members that are appointed by the mayor and will have staggered terms of service. The Mayor will also appoint the chair of this committee.

The Community Development Committee (CDC) will be the committee of jurisdiction to the APAC concerning the Art in Public Places Policy, committee budget, other policies and procedures applicable to the APAC. The APAC will also provide a report/summary of current project and initiatives to the CDC ~~at least annually, or~~ as requested by the CDC.

## Goals/Focus Areas

1. Support the arts and cultural opportunities as identified in [the City's Comprehensive Plan Comprehensive Plan 2010-2030 \(see Exhibit A\)](#).
2. Serve as a forum to receive proposals, review for compliance with City policies and make recommendations regarding the maintenance and deaccession expectations.
3. Advocate for the arts by advising on policies and plans of the City, and by seeking non-City public and private resources to advance the work of the Public Art Committee.
4. Analyze gaps and opportunities in programming, support, funding, and promotion for the arts, cultural activity and economic development.
5. Increase public awareness, appreciation and contribution of public art.
6. Foster artistic creativity in the community and broaden public participation in the planning and creation of public artworks.
- ~~7. Consider development of an arts and cultural plan as recommended throughout the Comprehensive Plan.~~
- ~~8-7.~~ Review and update the arts inventory.

## Funding Sources

An ongoing funding source is yet to be determined for Appleton Public Arts Committee projects, but will need to be a decision made by the City's elected officials. Some funding options could include a potential annual budget allowance, fundraising, private donations, grants and/or allocations from public projects.

## PUBLIC ART GUIDELINES

Note: These guidelines are a dynamic, working document that will be reviewed periodically by the APAC and amended as needed.

Specific criteria are needed to evaluate the location and appropriate type of public art projects sponsored by the City. Proposed public artwork shall be reviewed by the APAC. The typical approval process will include a recommendation by APAC to the applicable committee of jurisdiction based upon the specific project. The committee of jurisdiction will then make a recommendation to the Common Council.

For a City-commissioned project or set of projects, the APAC will establish a formal selection process, seeking a range of choices appropriate for each project. City Staff and the APAC should first articulate the desired goals, nature, budget and any other special requirements for each project. A Request of Proposals or Request for Qualifications may then be issued.

### Proposed public art will be evaluated on the following:

- Goals and Objectives. Each project should satisfy some of the goals and objectives as established by this policy, the ~~2010-2030~~ [City's Comprehensive Plan](#) and other applicable plans and policies.
- Context. The architectural, historical, geographical, geological and socio-cultural context of the site where the artwork will be installed or displayed.

- Structural Soundness. The resistance to theft, vandalism, weathering and/or excessive maintenance or repair costs.
- Public Safety. Artwork shall not present a hazard to public safety.
- Diversity. Rather than one kind of artwork, a range of styles, scale and approaches to public art should be considered.
- Feasibility. Evidence of the artist’s ability to successfully complete the work as proposed including: project budget, timeline, artist’s experience, soundness of materials and construction and design guidelines.
- Donor conditions (if applicable).
- Budget (if applicable). Proposal should provide a budget adequate to cover all costs for the design, fabrication, insurance, transportation, storage, installation and maintenance.
- Installation. Applicable engineering and structural requirements for the installation must be provided.

### **Guidelines for Accepted Artwork**

The APAC shall make recommendations regarding any contingencies upon the acceptance of artwork. These contingencies and applicable agreements may vary widely dependent upon the type of artwork and will need to be flexible and customized for each project.

- After the decision is made to accept a piece of artwork, the applicant is informed and a contractual agreement is drafted setting forth the length of time the artwork will be displayed and other terms such as location, maintenance requirements and responsibility, insurance, value of the artwork, installation and removal responsibility, payment schedule (if applicable) and other conditions pertinent to the agreement.
- Final acceptance of the artwork is contingent upon the discretion of the Common Council, consistent with the criteria in this policy.
- ~~Sponsorship plaques will be reviewed on a case-by-case basis in accordance with the City’s Sign Code. Specifically, Section 23-531 as it pertains to sponsorship signs for murals will be applied. Section 23-531 allows for one plaque/sign that does not exceed 9 square feet per art work.~~

### **Installation**

A plan for installation, including structural and engineering information, shall be provided with application and prior to any work commencing. A plan to show any necessary safety barriers around the perimeter of the work area during installation shall also be provided. In most instances, no City assets or resources should be used to install proposed artwork that is not owned by the City. Within 10 days of the public art installation, the artist shall provide certification that the artwork was installed correctly and meets applicable/required structural standards.

### **Maintenance**

Whether integrated into building construction or standing alone in a public park or right of way, each work requires routine maintenance such as cleaning or trimming weeds, as well as long-term repair such as sealing cracks, fabricating and re-attaching a broken piece or outright replacement. Each public art project should have a maintenance plan and agreement that is prepared as part of the commissioning or acquisition process.

Maintenance for sculptures that are owned by or donated to the City will be the responsibility of the City. The artist should provide the City with information regarding anticipated maintenance needs for the artwork.

### **Insurance**

When artwork is installed by a party other than the City and/or the artwork will not be owned by the City, the applicant is required to provide a Certificate of Insurance meeting the minimum liability requirements as set forth in Exhibit IR 6.1 – Applicant/s – Art in Public Places.

### **Deaccession & Relocation of Artwork**

The City of Appleton will retain the right to relocate or deaccession any public artwork, regardless of the source of funding or method of acquisition. While the intent of acquisition is for long-term public display, circumstances and/or conditions may arise that make it prudent for the City, on behalf of the public interest, to remove an artwork from public display.

Deaccessioning and relocating of artwork may be considered for reasons including, but not limited to:

- The condition or security of the artwork cannot be reasonably guaranteed in its present location.
- The site is being eliminated.
- The site is being altered such that the artwork is no longer compatible with the site.
- The artwork presents a public safety risk.
- The cost of maintaining or updating the artwork’s operating technology is cost prohibitive.
- The artwork requires excessive maintenance or has failures of design and workmanship.
- A more suitable location for the artwork has been proposed.
- The artwork no longer meets the goals of the ~~Public Art~~[Art in Public Places](#) Policy.

## **REVIEW PROCEDURES**

The Appleton Public Arts Committee will make recommendations regarding the placement or acceptance of public art. Community Development Staff will route the proposal to appropriate departments for review, comments and conditions. Projects will generally be reviewed by the Department of Public Works, Attorney’s Office, Parks, & Recreation, ~~& Facilities Management~~ and Human Resources. The project can also be routed to any other applicable department based upon the project scope. The APAC will be responsible for reviewing the public artwork and making their recommendation to the committee of jurisdiction. The Common Council will make the final determination on whether or not the piece will be placed on publicly owned or controlled property. The review process is expected to take approximately 6 to 8 weeks, dependent upon the project variables and meeting schedules.

Public Art Project Review Team:

- Community Development – compliance with Art in Public Places Policy and other adopted plans and policies; procedural steps required for committee and Common Council action.
- Department of Public Works – review pieces that will be placed within the public right-of-way or on certain structures under the jurisdiction of this department (i.e. parking ramps, utility stations, light poles, etc.).
- Parks, & Recreation ~~& Facilities Management~~ – review projects that are proposed to be placed within public parks, City property and grounds, trails or City structures/facilities under the jurisdiction of this department.
- Human Resources – insurance and liability review and requirements.
- Attorney’s Office – liability, legal considerations and preparation of applicable documents and agreements.

- Others as determined appropriate by Staff.

### **Application for Review of Public Art**

Any request for the placement of public art requires submittal of a completed application and required supporting materials. The application is available on the City’s website or by contacting the Community Development Department. The application shall be submitted a minimum of 3 weeks prior to the next regularly scheduled Public Arts Committee meeting. All applications must include the following items:

- Brief description of the proposed artwork
- Photos/sketches of proposed work
- Site plan/location map showing location of proposed work
- Reason for choosing the proposed location
- Description of how the work is installed/anchored/attached
- Installation specifications provided by a structural engineer to confirm safety of structure/installation
- Timeline and duration of installation
- How the artwork will be maintained (including any costs associated with the maintenance and who will be responsible for those costs)
- Description of any associated signage

### **Review Steps**

The procedure outlined below includes the general steps that will be involved when reviewing the placement of public art. Because public artwork can take on many forms, the review process is meant to be flexible and can be adjusted based upon each individual project.

1. An application is submitted to the Community Development Department (CDD). Staff will review the application and confirm receipt of required information.
2. CDD Staff route the proposal to appropriate departments for review, comments and conditions. Projects will generally be reviewed by Staff representatives with the Department of Public Works, Attorney’s Office, Parks, & Recreation & Facilities Management and Human Resources. The project can also be routed to any other applicable department based upon the project scope. These representatives shall furnish the CD Staff, in writing, their comments and/or conditions as to whether an application for a public art installation should be approved, conditionally approved or denied.
- ~~3. When applicable and per the stipulations listed below, notices will be sent to adjacent property owners at least one week prior to the APAC meeting date.~~
- ~~4.3.~~ CDD Staff will compile all findings and recommendations and present a Staff Report for the project to APAC for approval/denial of the proposal. Conditions of APAC approval may be required.
- ~~5.4.~~ APAC recommendation will be sent to the committee of jurisdiction for action.
- ~~6.5.~~ Committee of jurisdiction recommendation forwarded to Common Council for final action.
- ~~7.6.~~ Appropriate legal documents and agreements are signed prior to artwork being accepted, constructed or installed. Applicant provides insurance certificate meeting minimum liability requirements.
- ~~8.7.~~ Upon completion of the installation, the artist shall provide certification that the artwork was installed correctly and meets applicable/required structural standards.

### **Notification**

~~All property owners within 100 feet of the proposed public art project will be sent notices. The notices will include the project summary and the APAC meeting date in which the public art project will be discussed. If the proposed public art project is located within an existing City owned park and the nearest private property is more than 100 feet away, notices will not be sent. Notices will not be sent for public art projects located within a City owned or occupied building/structure.~~

### **Failure to Comply**

No public artwork shall be installed prior to satisfaction of all conditions of approval and the execution of the Public Art Agreement. If public art is installed in violation of the Art in Public Places Policy, the piece shall be immediately removed by the applicant/artist, at their expense. If the applicant does not remove the artwork within the allotted amount of time, the City may remove the artwork and charge the applicant/artist. Any applicant/artist that violates the Art in Public Places Policy may no longer be allowed to install public art on City-owned property.

### **Public Art Exemptions**

The following public art initiatives and/or displays are exempt from review by the Appleton Public Arts Committee and have been previously reviewed and approved by Municipal Services Committee and/or Common Council.

- Annual or previously approved Art events (these require Street Occupancy Permits through DPW):
  - Fiber Rain (Yarn Bombing)
  - Chalk on the Town
  - Paint on the Town
  - Park(ing) Day
  - Ice Sculptures
- DPW funded and administered art programs:
  - Snowplow Painting Program
  - Sidewalk Poetry Program
- Other exempted artwork:
  - Mandalas on the Red Ramp
  - Traffic Control Boxes
  - Compassion Manhole Project
  - Marigold Mile and street name signage
  - Installation of free libraries made through CARE Program
  - Painting of Water Street retaining wall
  - Acre of Art – existing pieces only (as of May 2018), future artwork associated with Acre of Art, that are placed on public property, will need proper approvals
  - Wayfinding signs for trails and public parks
  - Existing artwork on/in public property
  - Street Furnishings

## **EXHIBIT A:**

### **Comprehensive Plan 2010-2030 References Relating to Public Art Committee**

~~Creating a Public Arts Committee and increasing the prevalence of public art is widely and strongly supported throughout the City's Comprehensive Plan 2010-2030. One of the "Key Issues" heard during the public participation process related to the creative culture and public art. The following questions were poised during this process: *How can the City and its partners encourage the growth and diversification of the local arts and creative culture scene? How can a broader arts strategy be pursued in a fair and equitable manner? How can public art and other forms of creative expression be leveraged to foster a stronger community identity?* Establishing a Public Arts Committee will work towards answering these questions and achieving a vision within the Comprehensive Plan.~~

~~A number of vision statements that characterized the quality of life in Appleton were developed to help guide the City's comprehensive planning process. One of those vision statements stated that: *"Creative place making and public art enhance the public realm and contribute to a vibrant economy."* This statement confirms that residents recognize and value the City's commitment to placemaking and public art.~~

~~Chapter 8: Agriculture, Natural, Historic, and Cultural Resources of the Comprehensive Plan provides a detailed overview of the cultural amenities or organizations currently provided for in the City. The objectives and policies within this chapter speak directly to maintaining, supporting and enhancing the arts within Appleton.~~

#### ~~**8.4 — OBJECTIVE: Support the organizations, events, and venues that make Appleton the arts and cultural center of the Fox Cities.**~~

~~8.4.1 — Provide appropriate financial, technical, and other resources to ensure the continued viability and growth of cultural organizations and attractions, in partnership with organizations such as Appleton Downtown, Inc., the Appleton Public Library, and the Fox Cities Convention and Visitor's Bureau.~~

~~8.4.2 — Partner with other agencies and organizations to ensure the availability of adequate event space and logistical services to facilitate cultural and related events within the community.~~

~~8.4.3 — Continue to broaden education and collaboration with diverse communities.~~

~~8.4.4 — Support development of a signature downtown amphitheater to showcase Appleton's growing music and cultural performance scene.~~

#### ~~**8.6 — OBJECTIVE: Consider developing a comprehensive Cultural Arts Plan to inform and guide efforts that position Appleton as the cultural center of the Fox Cities and a unique regional destination for those interested in history, culture, and all forms of artistic expression**~~

~~8.6.1 — Reach out to private businesses and arts and cultural organizations to determine if there is sufficient interest in and resources available to prepare a comprehensive Cultural Arts Plan.~~

~~8.6.2 — Prepare a Cultural Arts Plan which goes beyond public art to proactively plan for how the City can leverage its tremendous cultural, musical, and creative talents to retain its young people, grow its tourism potential, and attract and retain creative workers to the region.~~

~~8.6.3 — Consider establishment of a public arts fund to support on-going public art initiatives.~~

~~8.6.4 — Partner with private businesses and organizations to help brand and market Appleton as the creative hub for northeast Wisconsin.~~

~~Chapter 14 — Downtown Plan provides for specific recommendations for Appleton's Downtown and directly supports the creation of a Public Arts Committee. One of the recommendation is the *"formal establishment of*~~

~~a city-wide arts council or commission to administer, promote a public art program and maintain public art collections.”~~

~~This chapter also has a detailed section that illustrates the importance of the arts community to Appleton and encourages the expansion and promotion of placemaking and arts in the City. One of the key strategies identified in this chapter is the development of a citywide Arts and Culture Plan. The creation of a citywide Arts and Cultural Plan is also supported elsewhere within the Comprehensive Plan. This could be an important task that the Public Arts Committee could accomplish.~~

~~While there are countless references to the importance of the arts community within Chapter 14—Downtown Plan, below are the specific Initiatives that establishing a Public Arts Committee would support:~~

~~1.1 Continue development of entry features on major routes into the downtown~~

~~B.— Partner with local artists to design entry features including at the intersection of College Avenue and Richmond Street.~~

~~1.3 Implement appropriate streetscaping projects throughout the downtown~~

~~E.— Use lighting to showcase the growing inventory of public art downtown, while contributing to a more interesting environment for walking. Continue to integrate public art into streetscape enhancements downtown.~~

~~1.4 Install sculpture, murals, and other art in public locations throughout the downtown~~

~~2.1 Maintain and strengthen the vitality of the arts and entertainment niche~~

~~B.— Consider various models of providing broad municipal support for the creation, installation, and maintenance of public art.~~

~~2.8 Establish an Arts and Culture Plan for the City~~

~~An Arts and Culture Plan is recommended for the entire City, as described in Chapter 8: Agricultural, Natural, Historic, and Cultural Resources. The plan would create a shared vision for the future of Appleton’s investments in a wide range of public art, educational, and cultural activities and programs. It would help guide both public and private actions and enable a more coordinated strategy to maximize efficiencies and returns on investments. The plan would leverage the City’s growing creative economy, strengthen tourism, and contribute to Appleton’s high quality of life. Implementing this strategy will require additional discussion, direction, and buy-in. Recommended next steps include:~~

~~A.— The City forming a study group to explore alternative models for art and culture planning, inventory assets and opportunities, and survey best practices from other communities.~~

~~B.— Consider engaging an outside facilitator or consultant with experience developing similar plans in order to develop a comprehensive strategy, including a governance and management structure for arts and culture development with clear policies and procedures.~~

~~C.— Establishing criteria for oversight (review/approval) and ongoing maintenance of public art and cultural programs and activities.~~

~~D.— Identifying and securing funding mechanisms.~~

~~5.6 Plan, design, and implement bike and pedestrian wayfinding signage~~

~~B.— Install destination arrival signs and features that integrate public art into infrastructure~~

~~7.6 Promote the identity of the riverfront through creative use of lighting~~



# CITY OF APPLETON

## MEMORANDUM

**Date:** September 3, 2025  
**To:** Kara Homan, AICP, Director of Community Development  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Appleton Northside Business Association (ANBA) Light Pole Banners and Seasonal Decorations Request

---

The Appleton Public Arts Committee met on September 3, 2025 and recommended approval of the request from Carol Killian, President of the Appleton Northside Business Association (ANBA), to replace the seasonal wreath light pole decorations with new seasonal snowflake light pole decorations located on Richmond Street (from Northland Avenue to College Avenue) and Wisconsin Avenue (Badger Avenue to Ballard Road). Also, out of season, they are requesting banners to be placed on the light poles that represent ANBA as described in the attached documents.

Per the Art in Public Places Policy, the recommendation from the Appleton Public Arts Committee is forwarded to the committee of jurisdiction, in this case, the Community Development Committee. Please place this item on the agenda for the September 10, 2025 Community Development Committee meeting. Their recommendation would then be forwarded to the Common Council for consideration on September 17, 2025.

The staff memo prepared for the Public Arts Committee along with the other documents are attached as reference.



# CITY OF APPLETON

## MEMORANDUM

**Date:** September 3, 2025  
**To:** Public Arts Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Appleton Northside Business Association (ANBA) Light Pole Banners and Seasonal Decorations

---

## GENERAL INFORMATION

**Owner:** City of Appleton/WE Energies

**Applicant:** Carol Killian, President of ANBA

**Address/Parcel Number:** Richmond Street (From Northland Ave to College Ave) & Wisconsin Avenue (Badger Avenue to Ballard Road)

**Petitioner's Request:** Applicant is requesting to replace the seasonal wreath light pole decorations with new seasonal snowflake light pole decorations. Also, out of season, they are requesting banners to be placed on the light poles that represent ANBA.

**Appleton Public Arts Committee Meeting Date:** September 3, 2025

**Finance Committee:** September 8, 2025

**Community Development Committee:** September 10, 2025

**Common Council Meeting Date:** September 17, 2025

---

## PROJECT DETAILS

**Project Summary:** ANBA is a membership based organization that represents the businesses on/around/north of Wisconsin Avenue. Specifically, they lead many beautification projects on Wisconsin Avenue and Richmond Street, the most relevant example being the wreaths during winter. ANBA was informed by the Department of Public Works (DPW) that the wreaths are no longer able to be repaired and placed for the upcoming winter (2025).

**Reason for Choosing the Proposed Location:** These are the corridors that ANBA focuses on because they are the most heavily traveled. Also, they are where the existing decorations are currently installed.

**Description of How the Work is Installed/Anchored/Attached:** Please see attached sheet for installment instructions. The DPW will install the decorations.

**Timeline and Duration of Installation:** The snowflakes will be installed before Thanksgiving and will remain until March. The banners will then replace the snowflakes until Memorial Day. American Flags are up from Memorial Day until end of summer. If time allows, the banners will also go up in fall before the snowflakes.

**Maintenance and Cost:** Community Development, Departments of Public Works, and Legal Services will work with the applicant to update their Memorandum of Understanding to address how future maintenance will be handled. The new decorations and banners will initially be paid for through ANBA's Community Foundation funds. These funds must be transferred to the City to then complete the transaction.

**Associated Signage:** There is no proposal for signage, but if that changes, she will abide by the following: Per the Art in Public Places Policy, any artwork signage shall meet the parameters set forth in Zoning Code Section 23-531(e), which allows each artwork one plaque/sign not to exceed nine square feet in size. Any proposed signs and their placement shall be approved by the Department of Public Works.

**Appleton Comprehensive Plan 2010-2030:** The City of Appleton *Comprehensive Plan 2010-2030* illustrates the importance of the arts community to Appleton and encourages the expansion and promotion of placemaking and arts in the City. The proposed public art project is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

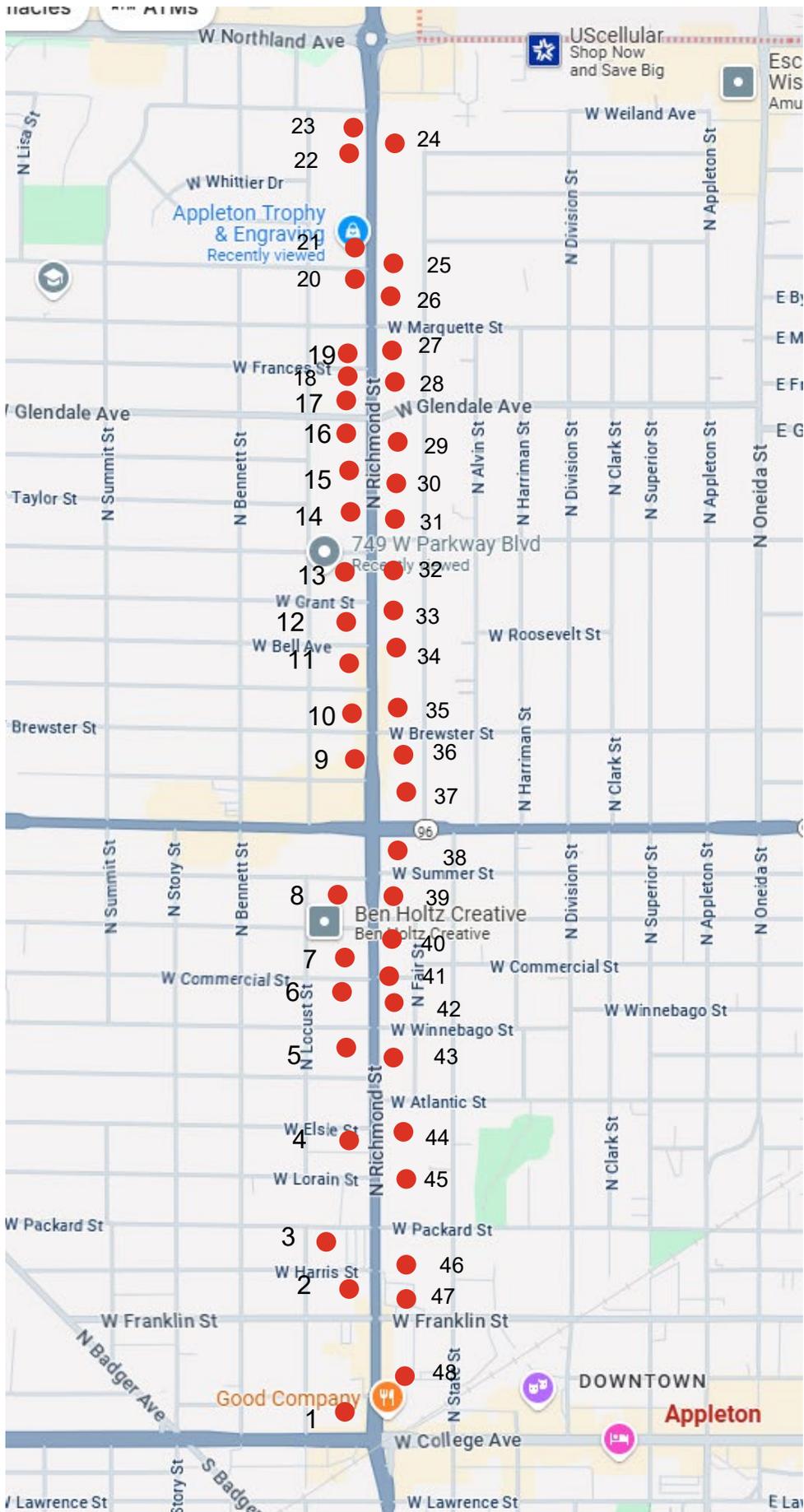
*Chapter 3 – Community Vision #12: Creative place making and public art enhance the public realm and contribute to a vibrant economy.*

---

## **RECOMMENDATION**

Based upon the guidelines outlined in the Art in Public Places Policy, staff recommend that the proposed light pole decorations as described in the attached documents, **BE APPROVED**.

# Richmond – College to Northland





# Assembly Instructions

## Pole Mounts

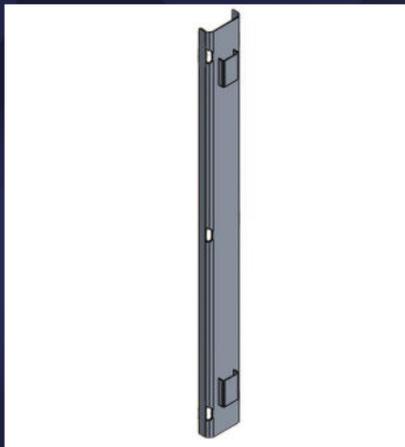


### Pole Mounts

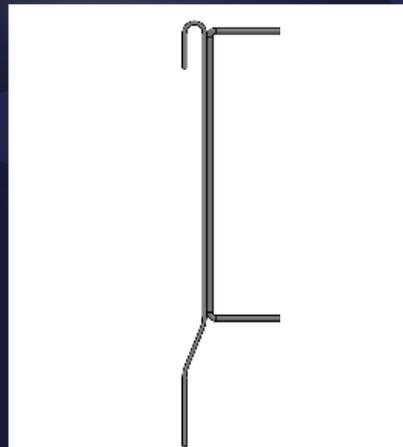
Pole-mounted displays provide an effective and versatile way to showcase holiday decorations in outdoor spaces. Designed for side, center mounting on poles or posts, they are ideal for lining streets, enhancing shopping centers, or adding festive charm to neighborhoods.

**Note:** *These steps are guidelines only. It is the responsibility of the installer to contrive an installation which is safe, and complies with all local codes.*

### NECESSARY COMPONENTS



Pole Plate



Backbone



Banding Strap(s)

### Standard & Mini Backbone

#### Instructions for Setup

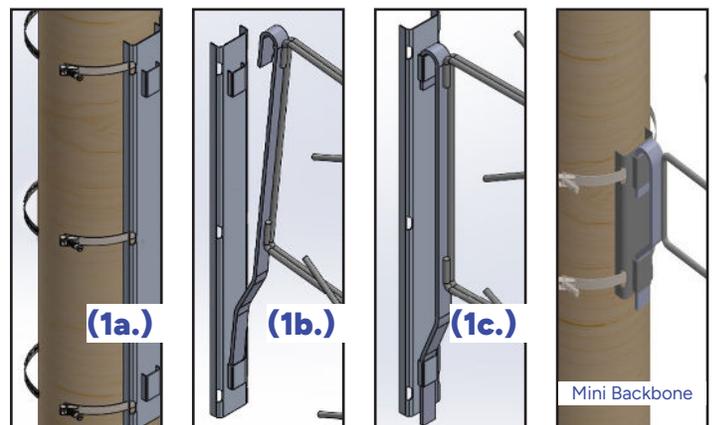
Secure pole plate to utility pole using supplied stainless steel banding straps. (1a.)

Insert bottom tang of decoration first. (1b.)

Align top hook and drop into place. (1c.)

Connect the power lead.

**Note:** *Pole plates may be left in place year round if desired.*





# Assembly Instructions

## Pole Mounts

### Direct Mount

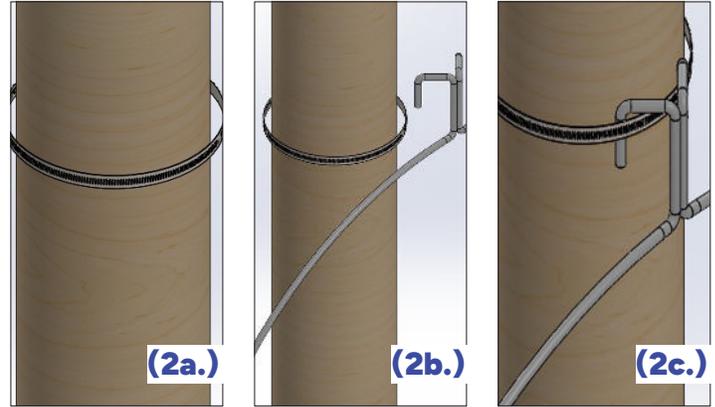
#### Instructions for Setup

Loosely wrap the stainless steel banding strap around the pole, do not fully tighten. (2a.)

Attach the direct mount bracket by hooking it onto the banding strap. (2b.)

Tighten the banding strap securely. (2c.)

Connect the power lead.



### Spade Mount

#### Instructions for Setup

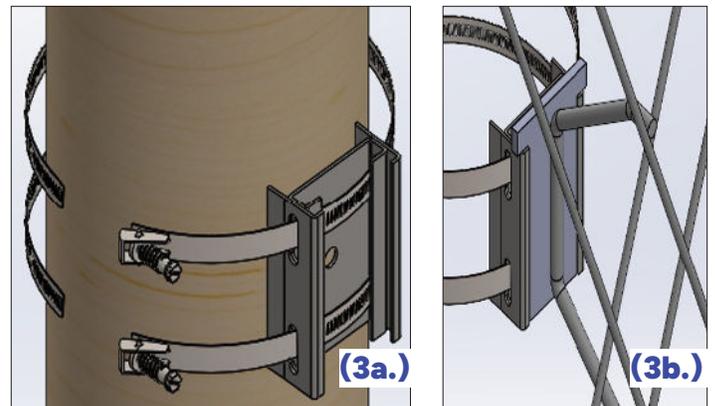
Secure spade mount bracket to utility pole using supplied stainless steel banding straps. (3a.)

Insert bottom tang of spade tongue first.

Align vertically & drop into place. (3b.)

Connect the power lead.

*Note: Pole plates may be left in place year round if desired.*



*Thank you for choosing us to bring holiday joy and light to your display. For more information about our products, please contact your design consultant. You can also visit our website to explore additional decorations and see what's new this season.*

*We're grateful for the opportunity to be part of your holiday celebrations.*

*- The Holiday Outdoor Decor Family*



**MEMORANDUM OF UNDERSTANDING**  
**CITY OF APPLETON AND APPLETON NORTHSIDE BUSINESS ASSOCIATION**

---

**I. THE PARTIES**

1.01 The City of Appleton (“City”), a Wisconsin municipal corporation with a business address of 100 North Appleton Street, Appleton, WI 54911-4799.

1.02 The Appleton Northside Business Association (“ANBA”), a business networking association with a mailing address of P.O. Box 2412 Appleton, WI 54912-2412.

---

**II. THE RECITALS**

WHEREAS,

2.01 The City leases and has control over streetlight poles located throughout the city of Appleton, including on Richmond Street and Wisconsin Avenue.

2.02 ANBA wishes to provide snowflake decorations and banners with brackets to the City for placement on City-leased and controlled streetlight poles located on Richmond Street and Wisconsin Avenue.

2.03 The current flag agreement for both Wisconsin Avenue and Richmond Street shall remain in place.

---

**III. THE AGREEMENT**

NOW, THEREFORE, it is agreed between the parties as follows:

3.01 The previously stated recitals shall be incorporated as part of this Memorandum of Understanding (“Agreement”).

3.02 The City shall make best efforts to receive written permission from WE Energies to affix holders on specific streetlight poles located on Richmond Street and to place banners and holiday decorations with brackets on Wisconsin Avenue.

3.02.1 In the event the City is unable to obtain written permission from WE Energies by or before October 1, 2025, this Agreement shall be void.

3.03 ANBA shall obtain through its own means 200 36x60 banners with 103 mounting brackets and 40 four-foot snowflakes with mounting brackets for 40.

3.04 Upon obtaining the banners, decorations, and brackets, ANBA shall give said items to the City. Upon receipt, said items shall become the property of the City.

3.05 In exchange for receiving the banners, decorations, and holders, the City shall make best efforts to install the banners and decoration holders onto the approved Richmond Street and Wisconsin Avenue streetlights by or before May 1, 2026.

3.06 The City agrees to be responsible for the **installation, removal, and storage** of all banners, decorations, and related items, including the ongoing management of the existing flag program on Wisconsin Avenue and Richmond Street.

3.07 The City further agrees to remove the snowflake decorations, to properly store the decorations during the summer, and to reinstall the snowflakes annually, repeating this cycle as long as there are serviceable decorations.

3.08 The City shall use its discretion to select the date(s) the decorations are to be put out each Fall and taken down each Winter.

3.09 The City shall use its discretion in determining when a decoration or banner is in such condition that it is no longer serviceable as a fitting emblem for display and shall take the appropriate steps to dispose of the product.

3.10 The City shall notify ANBA when it no longer has enough serviceable items to fill all of the brackets, at which time ANBA may provide the City with additional banners or decorations and/or monies to purchase replacements. Should ANBA decline to provide additional items or funding, the City shall be under no obligation to obtain new banners or decorations.

3.11 In the event there are not enough serviceable banners or decorations to fill all brackets, the City shall use its discretion to determine which brackets shall be utilized.

---

#### **IV. SEVERABILITY CLAUSE**

4.01 Should any part of this Agreement be found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

---

## V. INDEMNIFICATION

5.01 For good and valuable consideration described and bargained for within this Agreement, ANBA agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by ANBA, its officers, officials, employees, volunteers, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.

---

**IN WITNESS WHEREOF**, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this \_\_\_\_ day of August 2025.

**(Signature Page to Follow)**

**Appleton Northside Business Association**

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Appleton**

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title : \_\_\_\_\_

Provision has been made to pay the liability  
That will accrue under this agreement.

Approved as to form:

\_\_\_\_\_  
Jeri Ohman, Director of Finance

\_\_\_\_\_  
Christopher Behrens, City Attorney

J:\Attorney\WORD\FORMS\CONTRACT\2016 Contracts\MOU-ANBA Flags on RichmondStreet.doc

Community Development Department  
City of Appleton

Public Art Committee  
City of Appleton

Re: Public Art Proposal Submission – ANBA Project

Dear Members of the Community Development Department and Public Art Committee,

On behalf of the Appleton Northside Business Association (ANBA), I am pleased to submit our application for a new public art initiative. We appreciate your time and consideration of this project, which we believe will add value and vibrancy to our community.

#### Project Description

ANBA proposes to replace the existing holiday decorations in designated areas on the Northside of Appleton with updated flags, banners, and seasonal décor. The new installations will improve aesthetics, create a welcoming environment, and support both business and community growth in this district.

#### Attached Documentation

Detailed description of the proposed artwork

Sketches of the designs

Site plan and maps identifying selected locations

#### Reason for Proposed Location

Through physical walk-throughs of both targeted streets, ANBA identified ideal positions for flags, banners, and holiday decorations. These areas are highly visible to both residents and visitors, and enhancing them will uplift the appearance of nearby businesses and residential spaces.

#### Installation & Timeline

City of Appleton will continue to install and remove holiday decorations and flags on the current schedule.

Banners will remain installed year-round, reducing the city's current workload.

Installation of the new banners is anticipated to occur within six months of approval.

## Storage & Maintenance

All products will be stored in the same city facility where current decorations and flags are housed.

ANBA will take responsibility for future replacement of banner supplies.

## Conclusion

This project will enhance the identity and visual appeal of Appleton's Northside, contributing to a thriving business community and enriched neighborhood environment.

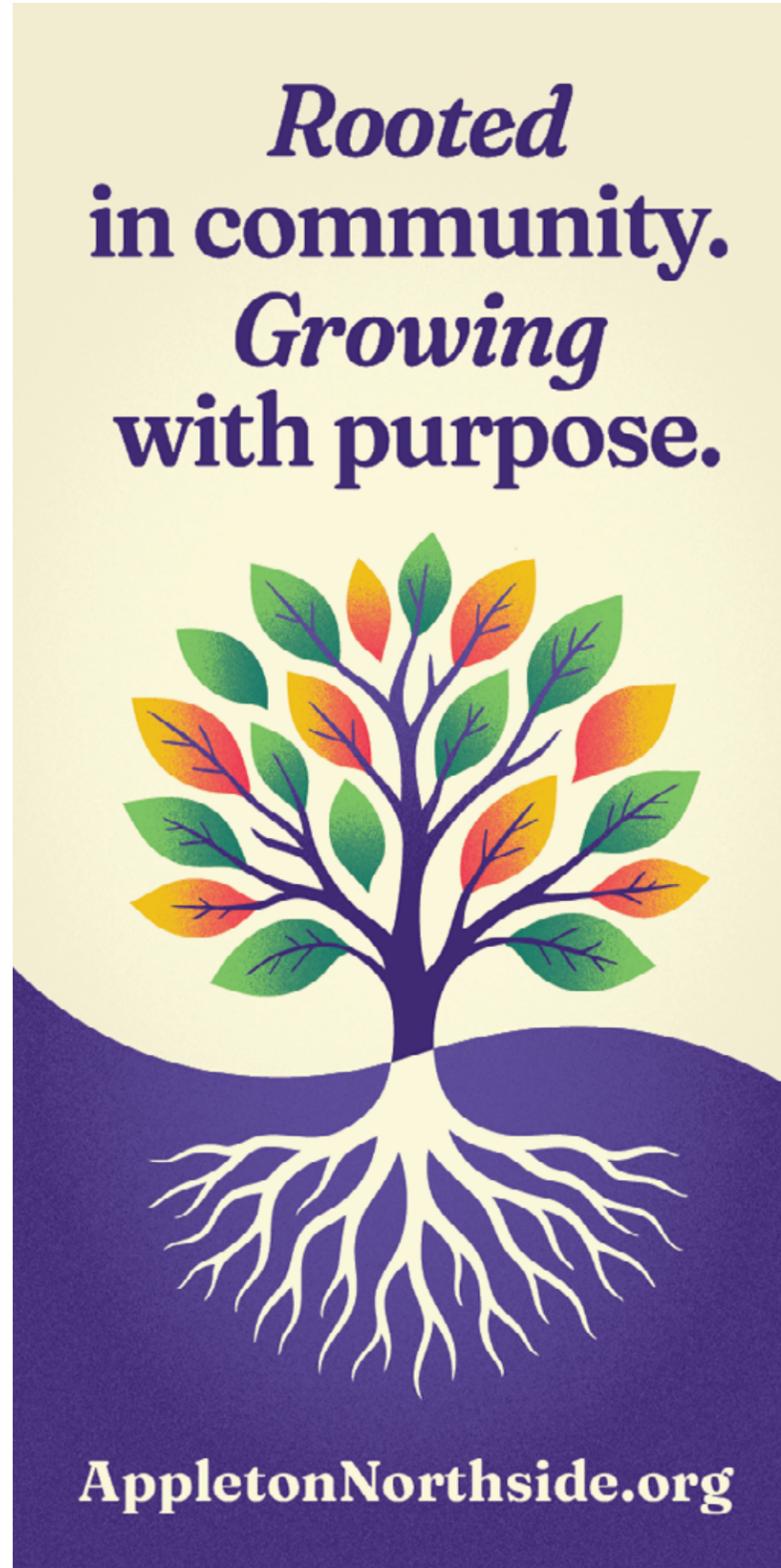
Thank you for considering our application for public art. We look forward to your review and support of this initiative.

Sincerely,  
Carol Killian  
President  
Appleton Northside Business Association (ANBA)

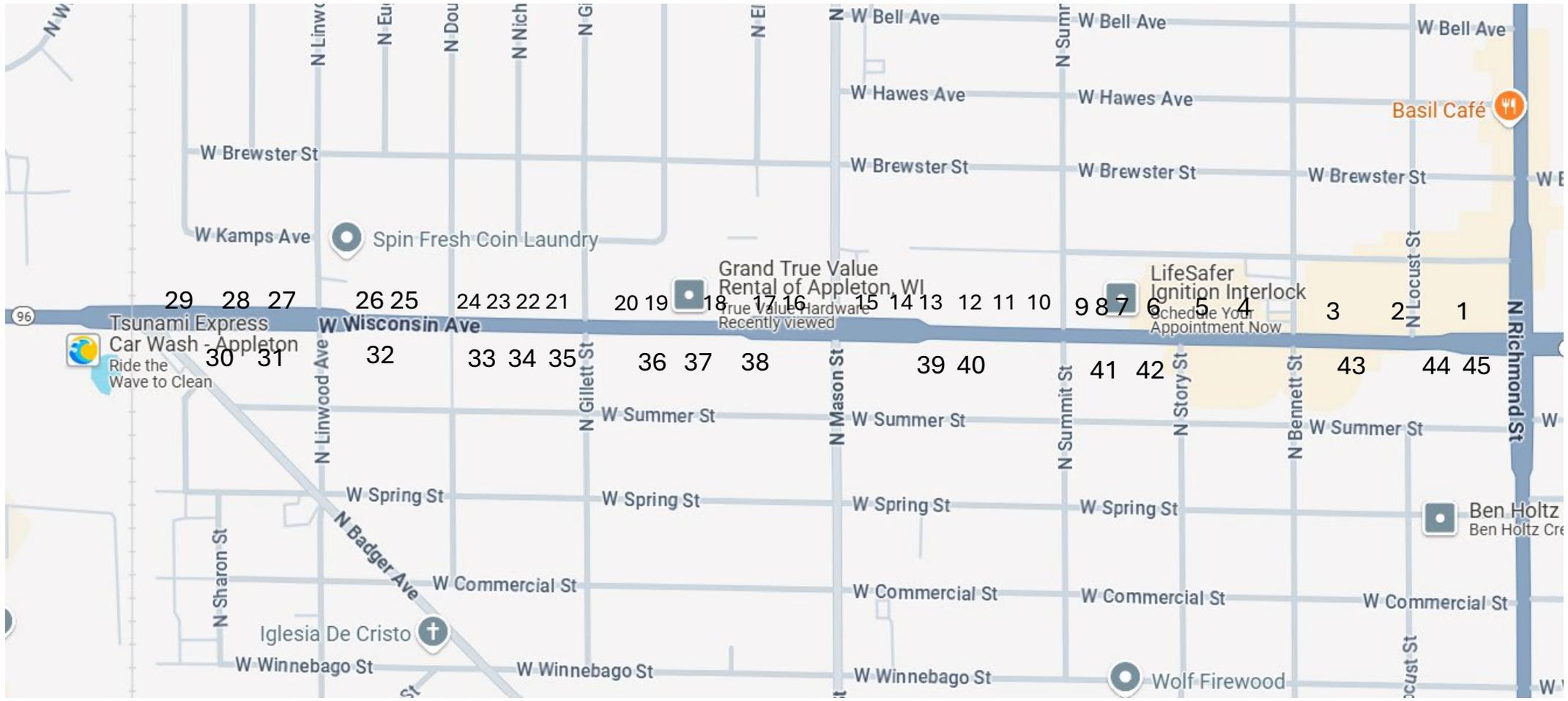
APPLETON NORTHSIDE BUSINESS ASSOCIATION

**STREET BANNER CONCEPT**

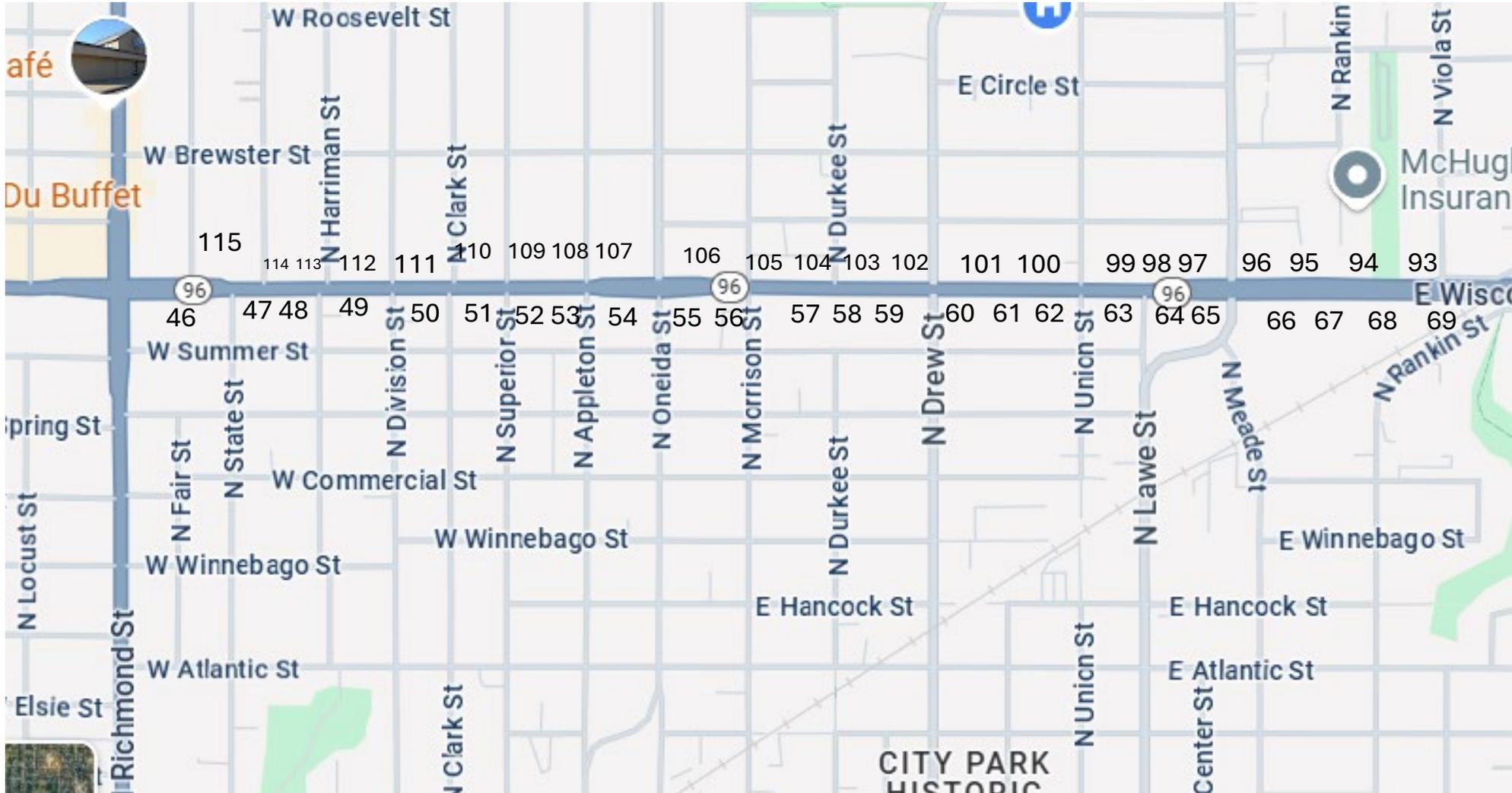
30" x 60"



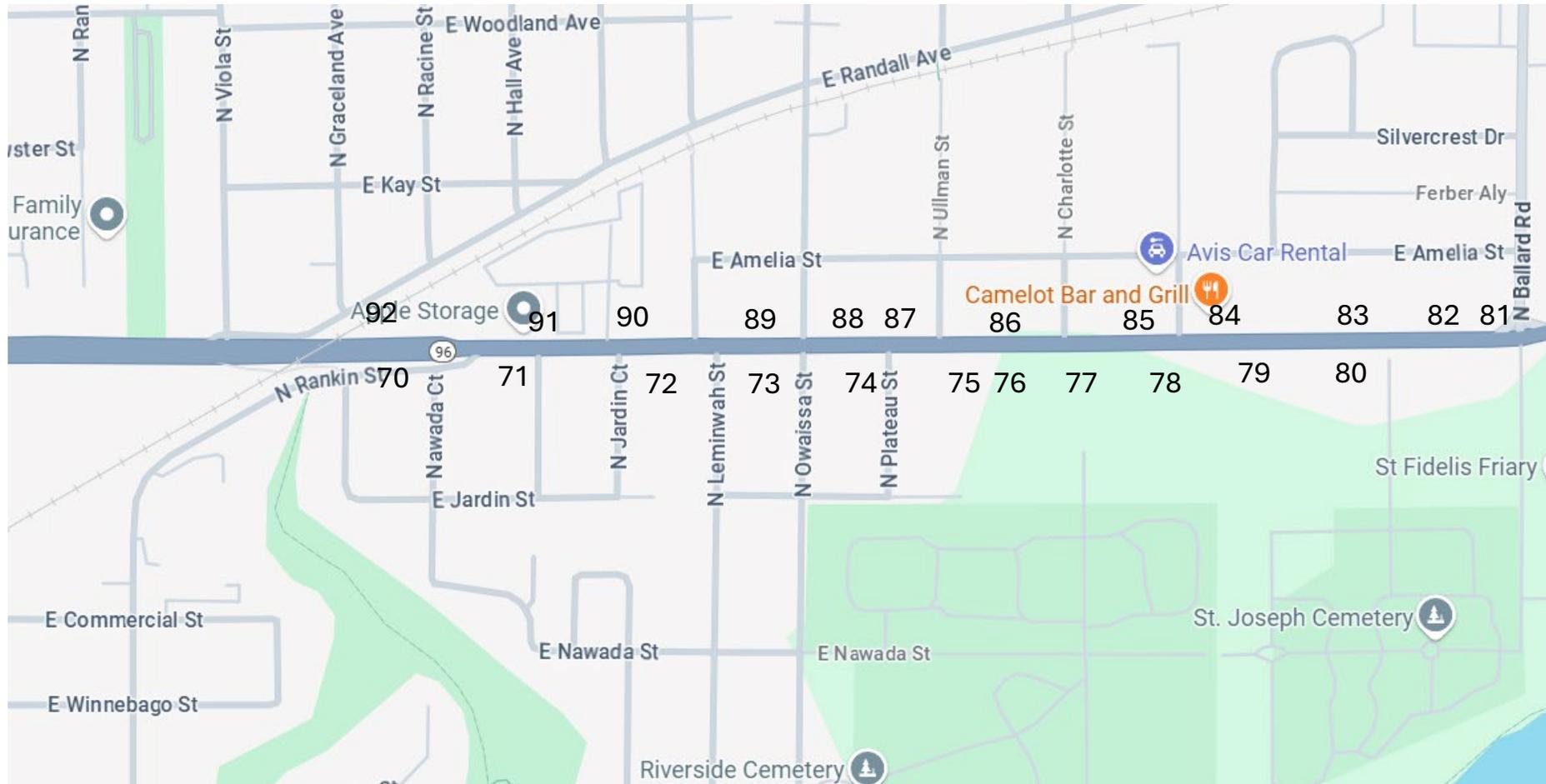
# Badger to Richmond

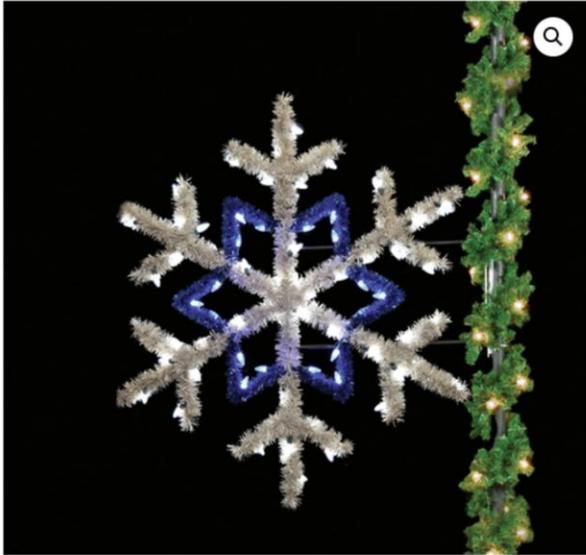


# Richmond to Viola



## Viola to Ballard





## Star Snowflake

\$695.00 – \$845.00

Festive Star Snowflake

Size

4'x4'

[Clear](#)

Festive Star Snowflake with Garland. 48 C9 Lamps. Weighs 29lbs.

\$695.00

1

[Add to My Wish List](#)

SKU: PM-SLB-SS48



## Assembly Instructions Pole Mounts



### Pole Mounts

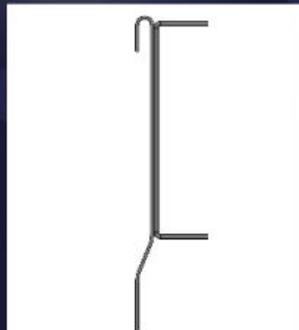
Pole-mounted displays provide an effective and versatile way to showcase holiday decorations in outdoor spaces. Designed for side, center mounting on poles or posts, they are ideal for lining streets, enhancing shopping centers, or adding festive charm to neighborhoods.

**Note:** *These steps are guidelines only. It is the responsibility of the installer to contrive an installation which is safe, and complies with all local codes.*

#### NECESSARY COMPONENTS



Pole Plate



Backbone



Banding Strap(s)

### Standard & Mini Backbone

#### Instructions for Setup

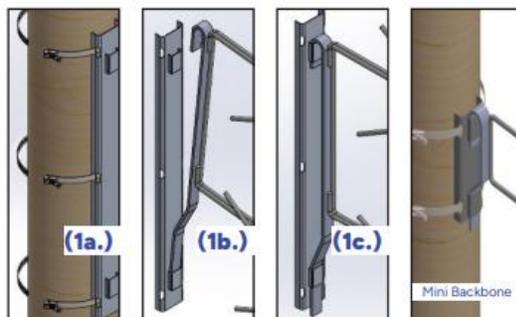
Secure pole plate to utility pole using supplied stainless steel banding straps. (1a.)

Insert bottom tang of decoration first. (1b.)

Align top hook and drop into place. (1c.)

Connect the power lead.

**Note:** *Pole plates may be left in place year round if desired.*





## Assembly Instructions Pole Mounts

### Direct Mount

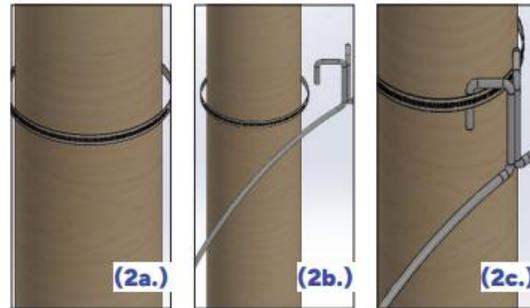
#### Instructions for Setup

Loosely wrap the stainless steel banding strap around the pole, do not fully tighten. (2a.)

Attach the direct mount bracket by hooking it onto the banding strap. (2b.)

Tighten the banding strap securely. (2c.)

Connect the power lead.



### Spade Mount

#### Instructions for Setup

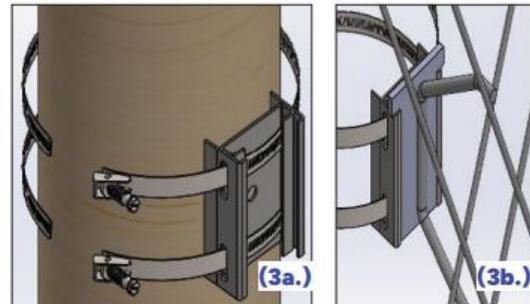
Secure spade mount bracket to utility pole using supplied stainless steel banding straps. (3a.)

Insert bottom tang of spade tongue first.

Align vertically & drop into place. (3b.)

Connect the power lead.

*Note: Pole plates may be left in place year round if desired.*



*Thank you for choosing us to bring holiday joy and light to your display. For more information about our products, please contact your design consultant. You can also visit our website to explore additional decorations and see what's new this season.*

*We're grateful for the opportunity to be part of your holiday celebrations.*

*- The Holiday Outdoor Decor Family*



**HolidayOutdoorDecor.com**

**877.444.8888**

## Signworld 30" Street Light Pole Banner Mounting Bracket Hardware Kit

### Product Description

Signworld's 30" Street Pole Banner Brackets often called Light Pole Banner Brackets.

These pole banner brackets utilize a cast light weight aluminum base specifically made to adhere to virtually any road pole or even light post whether it is square, round, or multi sided. These brackets are wonderful for urban centers who would like to add a festive look during the holiday seasons or for special events.

### Product information

#### Item details

#### Brand Name

Signworld

#### Target Audience

Urban center managers, event organizers

#### Included Components

Aluminum base, Fiberglass rods, Stainless steel bands, Stainless steel worm drive clamps

#### Number of Sets

1

#### Manufacturer

Signworld

#### Customer Reviews

4.9

4.9 out of 5 stars

4.9 out of 5 stars

Best Sellers Rank

#195,481 in Office Products (See Top 100 in Office Products)

#4,057 in Business & Store Signs

UNSPSC Code

31162500 (Brackets and braces) Report an incorrect code

ASIN

B00C5LLDX0

Item Height

0.01 inches

Additional details

Item Dimensions L x W

5.5"L x 2.25"W

Warranty & Support

Amazon.com Return Policy:Amazon.com Voluntary 30-Day Return Guarantee: You can return many items you have purchased within 30 days following delivery of the item to you. Our Voluntary 30-Day Return Guarantee does not affect your legal right of withdrawal in any way. You can find out more about the exceptions and conditions here.



# CITY OF APPLETON

## MEMORANDUM

**Date:** September 10, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Director of Community Development  
Lily Paul, Economic Development Specialist  
**Subject:** Approval of an Offer to Purchase City-owned Parcel #31-5-1056-00 from the Fox Cities PAC, LLC

---

Fox Cities PAC, LLC (hereinafter PAC) has submitted an offer to purchase for parcel 31-5-1056-00 (exhibit attached) which is the property directly north of the PAC site. The Fox Cities Performing Arts Center, Inc. currently leases the property from the City for parking use. The current lease is \$1 annually, in which the PAC assumes maintenance and operations of the site. The initial lease began in 2002 and was updated in 2009. The City currently pays \$2,975 in annual Stormwater Utility Fees for this site.

This offer to purchase comes with a purchase price of \$1, with the PAC assuming all closing costs. Gaining control of this property is in the best interest of the PAC due to the proximity and long-term operational needs of the PAC. The sale is also advantageous to the City. The initial development of the Fox Cities Performing Arts Center and its continued operations in Downtown Appleton contribute to the vitality and health of the central business district and City of Appleton as a whole. The terms and conditions provided within this offer to purchase and the City's past and current involvement with the development and operations of the PAC has a public benefit and clear alignment with the City's Comprehensive Plan objectives and recommendations:

- 8.4 OBJECTIVE: Support the organizations, events, and venues that make Appleton the arts and cultural center of the Fox Cities.
  - o 8.4.2 Partner with other agencies and organizations to ensure the availability of adequate event space and logistical services to facilitate cultural and related events within the community.

In addition, the sale will result in the assumption of the Stormwater Utility Fees by the PAC, removing this annual liability from the City's balance sheet.

As part of the terms of the offer to purchase, the City will initially conduct environmental assessments, which will be paid by state and/or federal grants. The results of these tests will determine if the City and PAC will mutually agree to either leave the site as is or, if warranted or required by WDNR, pursue remediation funded through state and/or federal grants. Full details of the terms and conditions related to environmental investigation and potential remediation can be found in the Additional Provisions / Contingencies section of the Offer to Purchase.

The City will only aid through grant opportunities related to environmental assessment and, if warranted, environmental cleanup. In the small chance that any remaining remediation exceeds grants awarded to the City, the PAC will indemnify the City.

### **RECOMMENDATION**

The City of Appleton to accept and **APPROVE** the Offer to Purchase from Fox Cities PAC, LLC for Parcel 31-5-1056-00 at a purchase price of \$1, subject to Common Council approval of the land disposition.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON August 29, 2025 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, Fox Cities PAC, LLC and/or assigns \_\_\_\_\_,

4 offers to purchase the Property known as Parcel ID 315105600 \_\_\_\_\_

5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Appleton \_\_\_\_\_, County

8 of Outagamie \_\_\_\_\_ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One dollar \_\_\_\_\_  
10 \_\_\_\_\_ Dollars (\$ 1.00 \_\_\_\_\_).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: \_\_\_\_\_

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: \_\_\_\_\_

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in  
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before September 3, 2025 \_\_\_\_\_.

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

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

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

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

36 **CLOSING** This transaction is to be closed on a date after remediation is completed but before December 31, 2026 unless Buyer and Seller agree to an  
37 alternative closing date. \_\_\_\_\_

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

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

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

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

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

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

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

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

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

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

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

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

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

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

99 \_\_\_\_\_  
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 682).

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: a potential future development by Buyer.

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

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

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

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

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

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

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

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
279  other \_\_\_\_\_

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

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.  
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. 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 \_\_\_\_\_.

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

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

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

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

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

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

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

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

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

#### 488 **TITLE EVIDENCE**

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

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

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. <sup>Buyer</sup> 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 655-660 or attach as an addendum per line 682.

#### 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 655-660 or in an addendum attached per line 682, or lines 534-538 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  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Additional Provisions/Contingencies which are incorporated herein by reference.

656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
663 664-679.

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Kara Homan with a copy to Christopher Behrens

667 Name of Buyer's recipient for delivery, if any: Patrick Gill

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

669 Seller: ( ) Buyer: ( 920 ) 739-3027

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

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

675 Address for Seller:

676 Address for Buyer: 501 S. Nicolet Rd, Appleton, WI 54914

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

678 Email Address for Seller:

679 Email Address for Buyer: pgill@gillandgillsc.com

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

682  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Patrick P. Gill, Gill & Gill, S.C.

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
688 communications are convincing and professional in appearance but are created to steal your  
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
692 calling a verified number of the entity involved in the transfer of funds. Never use contact  
693 information provided by any suspicious communication.

694 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or  
695 verification of any wiring or money transfer instructions.

696 (x) Maria Vanlaanen 9/2/2025  
697 Buyer's Signature ▲ Print Name Here ► Fox Cities PAC, LLC and/or assigns Date ▲

698 (x) \_\_\_\_\_ Date ▲  
699 Buyer's Signature ▲ Print Name Here ►

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

704 (x) Jacob A. Woodford - MAPP 9/2/2025  
705 Seller's Signature ▲ Print Name Here ► City of Appleton Date ▲

706 (x) \_\_\_\_\_ Date ▲  
707 Seller's Signature ▲ Print Name Here ►

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## ADDITIONAL PROVISIONS / CONTINGENCIES

The Seller agrees to conduct a Phase Two Environmental Site Assessment ("ESA") and ch. NR 716 Site Investigation ("SI"); (both paid by state and/or federal grants) to determine the source, magnitude, and extent of environmental impacts and identify remediation measures necessary under State and Federal regulations to redevelop the Property for non-industrial reuse through the Wisconsin Department of Natural Resources ("WDNR") Environmental Repair Program ("ERP").

After receiving and evaluating the Phase Two ESA and/or ch. NR 716 SI results, Buyer and Seller will mutually agree to either recapping the site (if permitted by WDNR) or pursuing remediation grant funding to complete site remediation activities as required by WDNR.

If parties elect, or are required, to perform site remediation, Seller agrees to apply for state and federal grant funding (including, but not limited to a USEPA Brownfields Cleanup Grant and/or a WEDC Brownfield Grant) to perform said site remediation unless Buyer elects to apply for said grants. Parties agree that if said remediation efforts will extend beyond the original closing date, a mutually agreed upon extension to said closing will be determined to accommodate the required remediation. The Parties agree that Seller's financial obligation to ultimately obtain a WDNR site closure shall be limited to available state and federal grants awarded to Seller for these purposes, but will exclude construction of future hardscape features (e.g., new building foundation systems, new building concrete slab, new parking lot, etc.); however, de minimis disturbances during the investigative phase will be patched accordingly. If enforcement action is taken against Seller by a regulatory agency for the purposes of ordering site remediation, Buyer agrees to indemnify Seller in the unlikely event any of the remaining remediation expenses exceed grants awarded to Seller for the site's remediation. If this Offer is terminated at any time, Buyer's obligation to indemnify Seller will survive said termination, subject to the Buyer's indemnification release referenced below. Seller agrees to provide its best efforts, continuing to apply for any available grant funding for remediation, through the duration of one (or more) grant cycles.

Seller agrees to provide best efforts, including significant staff time, to seek all grant funding, including but not limited to USEPA Brownfields Coalition Assessment Grant via Calumet County's regional award, USEPA Brownfields Cleanup Grant, WEDC Brownfield Site Assessment Grant and/or WEDC Brownfield Grant, in order to obtain funding for testing and remediation (if required) of the site. Seller shall provide such efforts until grant funding is completely secured for Seller-led investigation and remediation efforts or until it has exhausted all efforts through as many funding cycles as possible. Buyer's indemnification obligation shall not be triggered until Seller has fulfilled the aforementioned. Specifically, Buyer shall not be required to fund any indemnification obligation/requirement, under this agreement, until Seller has completely fulfilled the agreed upon requirements, referenced herein, including the exhaustion of all funding options. Furthermore, in the event of any Buyer liability relating to its indemnification

obligation, Seller shall act on behalf of Buyer, at Buyer's sole and absolute direction to extend, limit or eliminate any remediation efforts that relate to any out-of-pocket liability of Buyer. Additionally, in the event that Seller elects to proceed with any discretionary remediation efforts against Buyer's direction, it shall void Buyer's indemnification obligation and Buyer may terminate this agreement without penalty and without liability.

Buyer shall be responsible for all closing costs.

This Offer is contingent upon approval from Buyer's Board and the City of Appleton Common Council.

# Parcel 31-5-1056-00 Reference Map

SHERMAN PL

W FRANKLIN ST

ADKINS ALLEY

N STATE ST

N DIVISION ST

31-5-1056-00

W WASHINGTON ST

Performing Arts Center

W JOHNSTON ST

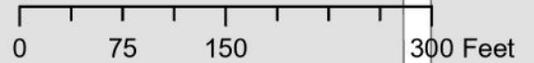
N WALNUT ST

W COLLEGE AV

S STATE ST

S WALNUT ST

ALLEY





# CITY OF APPLETON

## MEMORANDUM

**Date:** September 10, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Director of Community Development  
Lily Paul, Economic Development Specialist  
**Subject:** Request Adoption of Resolution #2025-11 to Authorize Pursuit of USEPA Brownfields Coalition Assessment Grant via Calumet County's Regional Award, USEPA Brownfields Cleanup Grant, WEDC Brownfield Site Assessment Grant, and/or WEDC Brownfields Grant

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This request is to approve the adoption of Resolution #2025-11. Community Development staff needs authorization to apply for these grants as part of the terms of the proposed public land sale to the Fox Cities PAC, LLC (hereinafter PAC), once approved.

Calumet County received \$1,000,000 in USEPA Brownfields Coalition grant funding in a partnership application with Outagamie County. The county coalition has awarded sub-grants to projects that need site assessments throughout Calumet and Outagamie County, and there are still funds available. In addition, the WEDC Brownfield Site Assessment Grant can award funds up to \$150,000 for the purpose of a site assessment, but depends on the testing required. The WEDC grant is only able to be awarded to municipalities. We anticipate these two grants combined will fund the environmental assessment phase in its entirety.

After the environmental assessment phase is funded and performed, that will inform what, if any, remediation steps are needed. If remediation is required, then the USEPA Brownfields Cleanup Grant and WEDC Brownfield Grant can be pursued in accordance with the special terms and conditions of the offer to purchase with the PAC. The funds needed for site remediation, if warranted/required are dependent on the environmental investigation phase.

RESOLUTION #2025-11

**AUTHORIZATION TO PURSUE U.S. ENVIRONMENTAL PROTECTION AGENCY (USEPA) BROWNFIELDS COALITION ASSESSMENT GRANT VIA CALUMET COUNTY'S REGIONAL AWARD, USEPA BROWNFIELDS CLEANUP GRANT, WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) BROWNFIELD SITE ASSESSMENT GRANT, AND/OR WEDC BROWNFIELD GRANT**

WHEREAS, The City of Appleton (the "City"), is interested in obtaining grants from USEPA, Calumet County, and/or WEDC for the purpose of assessing and, if warranted, remediating parcel #31-5-1056-00 the site of potential environmental contamination as due diligence of a public property sale (the "Project");

WHEREAS, the City expects to fund the entirety of the Project using state and federal grant funds;

WHEREAS, the City attests to the validity and veracity of the statements and representations contained in the Project grant applications; and

NOW, THEREFORE, BE IT RESOLVED, the City will comply with all local, state, and federal rules, regulations and ordinances relating to the Project and related grant agreements.

BE IT FURTHER RESOLVED, the City hereby authorizes and empowers the Director of Community Development, its official or employee, to act on its behalf to:

1. Sign and submit the grant applications for USEPA Brownfield Coalition Grant via Calumet County, USEPA Brownfield Cleanup Grant, WEDC Brownfield Site Assessment and/or WEDC Brownfield Cleanup
2. Sign grant agreements between applicant and USEPA, Calumet County, and/or WEDC
3. Submit interim and/or final reports to USEPA, Calumet County, and/or WEDC to satisfy grant agreements
4. Submit grant reimbursement requests to USEPA, Calumet County, and/or WEDC
5. Sign and submit other required documentation

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Signed: \_\_\_\_\_  
Jake Woodford, Mayor

\_\_\_\_\_  
Amy Molitor, City Clerk

# Parcel 31-5-1056-00 Reference Map

SHERMAN PL

W FRANKLIN ST

ADKINS ALLEY

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W WASHINGTON ST

Performing Arts Center

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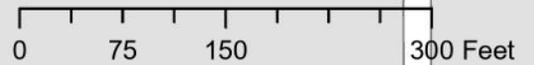
N WALNUT ST

W COLLEGE AV

S STATE ST

S WALNUT ST

ALLEY





# CITY OF APPLETON

## MEMORANDUM

**Date:** September 10, 2025  
**To:** Community Development Committee  
**From:** Olivia Galyon, Community Development Specialist  
**Subject:** CDBG 2026 Program Year Public Hearing Information Item

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The City of Appleton receives funding yearly from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. Appleton is an entitlement community, which means this funding is received yearly without going through a competitive federal application process. Seeking public input on the programming of these funds is critical in order to receive CDBG funds each year. The public hearing held at this Community Development Committee meeting is the first of multiple hearings that will be held to seek public input on the allocation of CDBG 2026 program year funds available to projects carried out by the City of Appleton and other public partners.

While City projects do not go through a competitive formal application process, the City does hold its own internal application process to allocate CDBG funds we expect to receive between core City programs, eligible City department projects, and external non-profit organizations. The process starts with a determination of the expected funding, based on the average funding provided in the last 3 years. Once an expected allocation is determined, Com Dev staff assess the funding need of the core City CDBG projects, including:

- Appleton's Housing Rehab Loan Program
- Neighborhood Grant Program
- Administration and Fair Housing
- Appleton Housing Authority
- Community Resource Navigator Position

Once the expected requests for these allocations are determined, the process moves on to City Department requests. The remaining funds are available for City Departments to apply for, with an internal Community Development staff review of projects and confirmation of eligibility under CDBG program requirements. This application process will be about 4 weeks for the 2026 program year. Once eligibility is determined and funding amounts are determined, the combined City core project and City Department project recommendations are taken forward to Community Development Committee and Common Council for preliminary approval.

Next, any remaining funding is available to community partner organizations through a competitive application process. Community partner organizations are required to complete a pre-application training to ensure they understand the various requirements and restrictions of the CDBG funding, and then the competitive application process provides about one month for them to complete and

submit applications. Once the application period closes, projects are reviewed by Com Dev staff for eligibility and conformance to CDBG program requirements, and all eligible projects are passed onto the CDBG Advisory Board members for individual review and recommendations. At the end of this review, the Advisory Board convenes in-person to determine a consensus on allocation recommendations. These recommendations are then passed onto Community Development Committee and Common Council for final approval of the preliminary allocations.

These allocations are preliminary, as the amount of funding from HUD varies from year to year, and there is a possibility that the final funding amounts may need to be adjusted slightly upward or downward. Once HUD releases the program year's federal allocation, final allocation recommendations are completed and presented to Community Development Committee and Common Council for final approval.

**Department of Community Development Inspection Division**

**Permit Summary Count YTD Comparison**

01/01/25 Thru 08/31/25

Report Date: 9/4/2025

<b>Permit Type</b>	<b>Year Issued</b>	<b>Permit Count</b>	<b>Total Estimated Cost</b>	<b>Total Receipt Amount</b>
<b>BUILDING</b>				
	2024	772	186,451,126	386,648.96
	2025	826	108,681,054	300,594.75
		<b>6.99 %</b>	<b>-41.71 %</b>	<b>-22.26 %</b>
<b>DISPLAY SIGN</b>				
	2024	97	777,889	9,640.00
	2025	86	1,053,384	8,480.00
		<b>-11.34 %</b>	<b>35.42 %</b>	<b>-12.03 %</b>
<b>ELECTRICAL</b>				
	2024	793	13,479,176	107,855.58
	2025	644	15,639,524	165,509.05
		<b>-18.79 %</b>	<b>16.03 %</b>	<b>53.45 %</b>
<b>EROSION CNTL</b>				
	2024	18		2,800.00
	2025	10		1,350.00
		<b>-44.44 %</b>	<b>%</b>	<b>-51.79 %</b>
<b>HEATING</b>				
	2024	652	19,215,474	72,051.53
	2025	671	21,148,794	96,623.08
		<b>2.91 %</b>	<b>10.06 %</b>	<b>34.10 %</b>
<b>PLAN REVIEW</b>				
	2024	53		17,360.00
	2025	39		13,024.30
		<b>-26.42 %</b>	<b>%</b>	<b>-24.98 %</b>
<b>PLUMBING</b>				
	2024	724	9,625,548	40,062.00
	2025	632	5,785,374	39,677.25
		<b>-12.71 %</b>	<b>-39.90 %</b>	<b>-0.96 %</b>
<b>SEWER</b>				
	2024	460	2,706,816	30,703.00
	2025	275	2,422,832	28,330.00
		<b>-40.22 %</b>	<b>-10.49 %</b>	<b>-7.73 %</b>
<b>WELL</b>				
	2024	5		200.00
	2025	10		480.00
		<b>100.00 %</b>	<b>%</b>	<b>140.00 %</b>

Department of Community Development Inspection Division

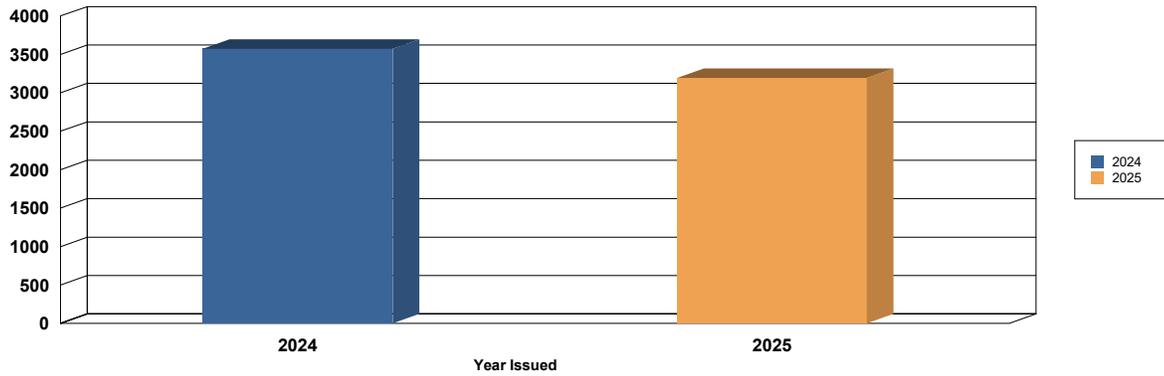
Permit Summary Count YTD Comparison

01/01/25 Thru 08/31/25

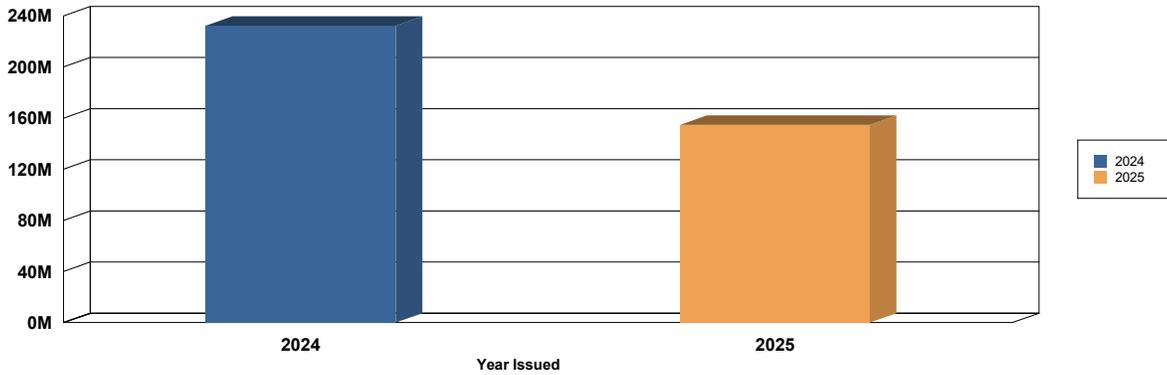
Report Date: 9/4/2025

	2024	2025
<b>Permits</b>	<b>3574</b>	<b>3193</b>
<b>Estimated Cost</b>	<b>232,256,029.00</b>	<b>154,730,962.00</b>
<b>Receipt Amount</b>	<b>667,321.07</b>	<b>654,068.43</b>

Number of Permits



Estimated Cost



Receipt Amount

