

COMMON COUNCIL

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna



Tuesday, November 15, 2022 at 7:00 PM

AGENDA

In-Person

1. Roll call, one minute of silent prayer, Pledge of Allegiance to the American Flag.
2. Reading and approval of minutes.
 - [a.](#) Common Council Meeting Minutes of November 1, 2022.
3. Presentation of letters, petitions, remonstrances, memorials, and accounts.
 - [a.](#) Bills Payable.
4. Public appearances.
5. Business presented by Mayor.
 - [a.](#) Public Hearing on the 2023 City of Kaukauna Budget.
 - [b.](#) Public Hearing for the rezoning of 1302 Moon Ridge Court from Residential Single-Family (RSF) to Residential Two-Family (RTF).
 - [c.](#) Bill Leon 25 years with the Street Department.
 - [d.](#) 2023 Committee and Council Meetings.
 - [e.](#) Information Technology Update.
 - [f.](#) Girl Scouts - Camp Winnecomac Property Sale Update.
 - [g.](#) Proclamation Shop Wisconsin Downtowns this Holiday Season.
6. Reports of standing and special committees.
 - [a.](#) Committee of the Whole Meeting Minutes of November 2, 2022.
 - [b.](#) Plan Commission Meeting Minutes of October 6, 2022.
 - [c.](#) Grignon Mansion Board Meeting Minutes of September 26, 2022.
 - [d.](#) Heart of the Valley Metropolitan Sewerage District Regular Meeting Minutes of October 11, 2022.
 - [e.](#) Heart of the Valley Metropolitan Sewerage District Special Community Meeting Minutes of October 26, 2022.
 - [f.](#) Operators/Bartenders License.
7. Reports of City officers.
 - [a.](#) Fire Report.
 - [b.](#) Ambulance Report.
 - [c.](#) Police Report.
 - [d.](#) Court Report.
 - [e.](#) Clerk/Treasurer's Daily Deposit Report.
 - [f.](#) Building Inspection Report.
 - [g.](#) Temporary allowance of horses at Lower Grignon Park for December 3 & 10, 2022.

- h. Bridge/Public Works Update.
8. Presentation of ordinances and resolutions.
- [a.](#) Resolution 2022-5363 Resolution Designating Appropriations and Levying a Tax for the 2023 Budget of the City of Kaukauna.
 - [b.](#) Ordinance 1869-2022 An Ordinance Rezoning 1302 Moon Ridge Court from Residential Single-Family District to Residential Two-Family District.
9. Closed session.
- a. Adjourn to Closed Session pursuant to State Statute 19.85(1)(c) to discuss employment, promotion, compensation or performance evaluation data of any public employee.
 - b. Return to Open Session for possible action.
 - c. Adjourn to Closed Session Pursuant to 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session.
 - d. Return to Open Session for possible action.
 - [e.](#) Adjourn to Closed Session Pursuant to 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Commerce Crossing - Evergreen Drive)
 - f. Return to Open Session for possible action.
 - g. Adjourn to Closed Session Pursuant to 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Commerce Crossing - Arbor Way)
 - h. Return to Open Session for possible action.
10. Adjourn.



COUNCIL PROCEEDINGS - COUNCIL CHAMBERS – KAUKAUNA, WISCONSIN – NOVEMBER 1, 2022

Pursuant to adjournment on October 18, 2022 meeting of the Common Council of the City of Kaukauna was called to order by Mayor Penterman at 7:00 P.M. on Tuesday, November 1, 2022.

Roll call present: Antoine, Coenen, DeCoster, Eggleston, Kilgas (via Zoom), Moore, Schell, and Thiele.

Also present: Attorney Davidson, DPW/Eng. Neumeier, Assoc. Planner Paul, Police Chief Graff, Fin. Dir. Van Rossum, Fire Chief Carrel, Library Dir. Thiem-Menning, Com. Enrich. Serv. Dir. Vosters, Street Foreman Nelson, Equip Mechanic Hirschy, HR Dir. Swaney and interested citizens.

One minute of silent prayer and the Pledge of Allegiance to the American Flag observed by the assembly.

Motion by Moore, seconded by Eggleston to adopt the minutes of the Common Council meeting of October 18, 2022.

All Ald. voted aye.

Motion carried.

PRESENTATION OF LETTERS, PETITIONS, REMONSTRANCES, MEMORIALS, AND ACCOUNTS

Bills Payable

Motion by Moore, seconded by Coenen to pay bills out of the proper accounts.

All Ald. voted aye.

Motion carried.

PUBLIC APPEARANCES

No one appeared.

BUSINESS PRESENTED BY THE MAYOR

Municipal Judge office move update.

Mayor Penterman stated the belongings have been moved from the office of the Municipal Judge.

Motion by Moore, seconded by Coenen to support the authority of the Mayor's office to assign the placement of staff to office locations.

All Ald. Voted aye.

Motion carried.

Girl Scouts – Camp Winnecomac Property Sale.

Mayor Penterman had the legal department do a title search on the Girl Scout Camp property.

There is a deed that goes back to September 27, 1977 that if the Girl Scouts were to sell the property that the City of Kaukauna has first rights to buy it back for \$3,600. The deed is good until

September 27, 2027. Mayor Penterman reached out to the Girl Scouts and a meeting will be set-up in the near future to discuss the purchase of the Girl Scout's Camp Winnecomac Property.

REPORTS OF STANDING AND SPECIAL COMMITTEES

Board of Public Works Meeting Minutes of November 1, 2022.

BOARD OF PUBLIC WORKS

A meeting of the Board of Public Works was called to order by Chairperson Thiele on Tuesday, November 1, 2022 at 6:15 P.M.

Members present: Antoine, Coenen, DeCoster, Eggleston, Kilgas (via ZOOM), Moore, Schell, and Thiele.

Also present: Mayor Penterman, Attorney Davidson, DPW/Eng. Neumeier, Fin. Dir. Van Rossum, Street Sup. Van Gompel, Police Chief Graff, Fire Chief Carrel, Street Forman Nelsen, Equip. Mech. Hirschy, Com. Enrich. Serv. Dir. Vosters and interested citizens.

1. Correspondence – none.

2. Discussion Topics.

a. Award Bid for replacement of Tractor 105.

Street Superintendent Van Gompel stated the Street Department reviewed bids from Brown Equipment, MacQueen Equipment, and Industrial Marketing and Consulting, for the October 26th, 2022, 4:00 pm bid opening, for the replacement of our multi-service vehicle. The Street Department has compared all three bids, and thoroughly discussed the two lower bids. The high bid was \$113,250 more than the lowest bidder. Bid tabulations with the three options were provided. MacQueen Equipment carries the Trackless which is a machine that multiple other communities such as Appleton, Grand Chute, Little Chute, and Neenah utilize in their daily operations. The Trackless tractor has been around for many years and has proven to be a machine that is reliable. From an operations perspective the cab design allows for easier access in and out. The heating and cooling system allows for better comfort as it has a greater volume and more vents for air movement. The front PTO design allows for easier implement change out, and each implement comes with its own jack stand for easy storage. The overall tractor design is more heavy duty and has better serviceability than its competitors, due to its heavy-duty pivot point and hydraulic hose design. Parts are readily available from local automotive stores. Currently the Trackless is being utilized by multiple local municipalities, whereas with MultiHog, we would be the first municipality in the state to own one. Questions from the Board were answered.

Motion by Moore, seconded by Schell to award the replacement of tractor 105 to MacQueen Equipment for \$205,816.00 with option one and three.

All Ald. voted aye.

Motion carried.

b. Award Bid for replacement of Tractor 24.

Street Superintendent Van Gompel stated that the Street Department only received one bid from the five vendors it was sent out to for the October 26th, 2022, 4:00 pm bid opening. Fabick Cat was the only bidder, with a net price for complete unit with trade \$123,800.00. The Street Department reached out to the other vendors to determine why bids weren't submitted and heard back from two. Family emergencies, bid bond requirements, and

availability of parts were comments that were received. The bid tabulation was provided. With talking with an owner of Cat tractors and being able to Demo, we have great confidence that this is a machine that will fit our needs and be a great asset to our fleet in the many operations it will be used for. Questions from the Board were answered.

Motion by Antoine, seconded by Moore to award bid to Fabick Cat for complete unit with trade in for \$123,800.00.

All Ald. voted aye.

Motion carried.

c. Red Hills Landfill Update.

Heath Hoffman-Environmental Manager from Ahlstrom-Munksjo was present to provide information, along with photos, on the efforts and plans. Construction on Phase 6 sequence 2 should be completed in the next 10 days. As expected, the west module is full, and the mill is filling the east module. The plan is to put material in Phase 5 for the winter. Next Spring we will either continue to fill the east module in Sequence 1, or start filling Sequence 2. The current focus is to get surface leachate removed from the center module, and let it form a crust. It is not the plan at this point to put additional material in the center module in 2023. Questions from the Board were answered.

d. Public Works updates.

DPW/Eng. Neumeier provided a list of projects happening in the City. Cement shortage has delayed the bridge project, set to be completed next week. The sidewalk to the bridge will also be completed next week. The sidewalk replacement project is also delayed due to cement shortage. The contractor will be working on the most problematic areas first. Questions from the Board were answered.

3. Adjourn.

Motion made by Moore, seconded by Antoine to adjourn.

All Ald. present voted aye.

Motion carried.

Meeting adjourned at 6:33 p.m.

Sally Kenney
Clerk

Motion by Thiele, seconded by Moore to adopt the Board of Public Works Meeting Minutes of November 1, 2022.

All Ald. voted aye.

Motion carried.

Health & Recreation Committee Meeting Minutes of November 1, 2022.

HEALTH AND RECREATION COMMITTEE

A meeting of the Health and Recreation Committee was called to order by Chairman Eggleston on Tuesday, November 1, 2022 at 6:34 P.M.

Members present: Antoine, DeCoster, Eggleston, and Kilgas (via Zoom).

Also present: Mayor Penterman, Attorney Davidson, Alder Thiele, Alder Coenen, Alder

Schell, Alder Moore, Street Sup. Van Gompel, Equip. Mechanic Hirschy, Street Foreman Nelson, Police Chief Graff, Fire Chief Carrel, Fin. Dir. Van Rossum, Com. Enrich. Cord. Vosters and interested citizens.

1. Correspondence – None.

2. Discussion Topics.

- a. Change of premise location to Class A Liquor License, Hex Meadery LLC, Lexie J. Lau, Agent, 175 W. Wisconsin Ave.**

Motion by DeCoster, seconded by Antoine to approve the Change of premise location to Class A Liquor License, Hex Meadery LLC, Lexie J. Lau, Agent, 175 W. Wisconsin Ave.
All members voted aye.
Motion carried.

3. Adjourn.

Motion made by DeCoster, seconded by Antoine to adjourn.
All members voted aye.
Motion carried.

Meeting adjourned at 6:36 pm.

Sally Kenney
Clerk

Motion by Eggleston, seconded by Antoine to adopt the Health & Recreation Committee Meeting Minutes of November 1, 2022.
All Ald. voted aye.
Motion carried.

Plan Commission Meeting Minutes of September 8, 2022.

Motion by Moore, seconded by Thiele to receive and place on file the Heart of the Plan Commission Meeting Minutes of September 8, 2022.
All Ald. voted aye.
Motion carried.

1000 Islands Environmental Center Committee Meeting Minutes of September 15, 2022.

Motion by Eggleston, seconded by Thiele to receive and place on file the 1000 Islands Environmental Center Committee Meeting Minutes of September 15, 2022.
All Ald. voted aye.
Motion carried.

Kaukauna Library Board Meeting Minutes of September 27, 2022.

Motion by Kilgas, seconded by Moore to receive and place on file the Kaukauna Library Board Meeting Minutes of September 27, 2022.
All Ald. voted aye.
Motion carried.

Operators/Bartenders License

The following applicants have applied for an operator's license for the license year 2022-2024 and have been recommended for approval based on their record check by the police department:

Brautigan	Wendy	L.	349 White Cedar Parkway #F	Kimberly
Weyenberg	Kyle	R.	212 Maple St.	Kaukauna

Motion by Eggleston, seconded by Coenen to approve the operator/bartender licenses.
 All Ald. voted aye.
 Motion carried.

REPORTS OF CITY OFFICERS

Entertainment District Discussion.

Associate Planner Paul provided a map of the preliminary area to become the recommended Entertainment District. The Outdoor Alcohol Serve Ordinance has recently been extended to 11 pm. By creating an Entertainment District, allowance of extending the hours beyond 11 pm for this area can be allowed. Additional areas to be included in the Entertainment District were recommended. This item will be brought back to the Council for more discussion.

PRESENTATION OF ORDINANCES AND RESOLUTIONS

None.

CLOSED SESSION

Adjourn to Closed Session Pursuant to State Statute 19.85(1)(c) to discuss employment, promotion, compensation or performance evaluation data of any public employee.

Motion by Moore, seconded by Coenen to adjourn to Closed Session Pursuant to State Statute 19.85(1)(c) to discuss employment, promotion, compensation or performance evaluation data of any public employee.
 All Ald. voted aye.
 Motion carried.

Adjourned to closed session at 7:28 p.m.

Motion by Coenen, seconded by Moore to return to open session for possible action.
 All Ald. voted aye.
 Motion carried.

Returned to open session at 8:29 p.m.

ADJOURN

Motion by Schell, seconded by Moore to adjourn.
 All Ald. voted aye.
 Motion carried.

Meeting adjourned at 8:29 p.m.

Sally Kenney, Clerk

Accounts Payable

Checks for Approval

User: cnelson
Printed: 11/10/2022 - 8:53 AM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/21/2022	General Fund	Contractual Services	MYGOV, LLC		1,750.00
0	10/21/2022	General Fund	Supplemental Dental/Vision Ins	Delta Dental of Wisconsin		72.20
0	10/21/2022	General Fund	Supplemental Dental/Vision Ins	Delta Dental of Wisconsin		1,062.08
0	10/21/2022	General Fund	Supplemental Dental/Vision Ins	Delta Dental of Wisconsin		234.26
0	10/21/2022	General Fund	WI Retirement	Wisconsin Employee Trust Funds (ETF)		236,322.35
0	10/28/2022	General Fund	Hydro Park Event Sales	Wis. Dept. of Revenue - ACH PAYMENT		909.58
0	10/28/2022	General Fund	Adult Programs	Wis. Dept. of Revenue - ACH PAYMENT		74.26
0	10/28/2022	General Fund	Facilities Rental	Wis. Dept. of Revenue - ACH PAYMENT		155.97
0	10/28/2022	General Fund	Aquatics	Wis. Dept. of Revenue - ACH PAYMENT		2,154.33
0	10/28/2022	1000 Islands	Building Rental (Taxable)	Wis. Dept. of Revenue - ACH PAYMENT		27.36
0	10/28/2022	1000 Islands	Gift Shop Sales	Wis. Dept. of Revenue - ACH PAYMENT		117.97
0	10/28/2022	Solid Waste	Other Payments-Cart Repayments	Wis. Dept. of Revenue - ACH PAYMENT		129.10
0	10/28/2022	General Fund	Miscellaneous	Garrow Oil Corp.		33,827.00
117533	10/21/2022	General Fund	Contractual Services	Advanced Maintenance Solutions		2,122.90
117533	10/21/2022	General Fund	Contractual Services	Advanced Maintenance Solutions		1,278.35
117534	10/21/2022	General Fund	Contractual Services	Cadre		463.32
117534	10/21/2022	General Fund	Contractual Services	Cadre		476.20
117535	10/21/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		42.91
117535	10/21/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		975.80
117536	10/21/2022	General Fund	Contractual Services	Digisage		480.00
117537	10/21/2022	General Fund	Contractual Services	Diversified Benefit Services, Inc.		226.70
117538	10/21/2022	General Fund	Contractual Services	Fox Cities P. A. C.		1,660.00
117539	10/21/2022	General Fund	Maintenance - Roads & Walks	Griesbach Ready-Mix, LLC		360.00
117540	10/21/2022	General Fund	Recreation	Home Team Sports & Apparel Inc		245.37
117541	10/21/2022	General Fund	Contractual Services	Human Resources Consulting, LLC		1,317.50
117542	10/21/2022	General Fund	Library Materials	Ingram		1,341.26
117542	10/21/2022	General Fund	Library Materials	Ingram		507.51
117542	10/21/2022	General Fund	Library Materials	Ingram		276.50
117542	10/21/2022	General Fund	Library Materials	Ingram		82.58
117542	10/21/2022	General Fund	Library Materials	Ingram		67.84
117542	10/21/2022	General Fund	Library Materials	Ingram		216.02
117542	10/21/2022	General Fund	Library Materials	Ingram		25.82
117542	10/21/2022	General Fund	Library Materials	Ingram		26.24
117542	10/21/2022	General Fund	Library Materials	Ingram		32.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
117542	10/21/2022	General Fund	Library Materials	Ingram		1,815.31
117542	10/21/2022	General Fund	Library Materials	Ingram		589.27
117542	10/21/2022	General Fund	Library Materials	Ingram		107.30
117542	10/21/2022	General Fund	Library Materials	Ingram		90.45
117542	10/21/2022	General Fund	Library Materials	Ingram		57.41
117542	10/21/2022	General Fund	Library Materials	Ingram		65.79
117542	10/21/2022	General Fund	Library Materials	Ingram		175.97
117542	10/21/2022	General Fund	Library Materials	Ingram		19.63
117542	10/21/2022	General Fund	Library Materials	Ingram		400.00
117543	10/21/2022	General Fund	Contractual Services	Debra Johnson		168.00
117544	10/21/2022	General Fund	Youth Programs Non-Taxable	Britiny Kaas		25.00
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		1,528.48
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		5,413.78
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		3,349.26
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		148.11
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		74.32
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		209.13
117545	10/21/2022	Sanitary Sewer Utility	Water Sewer & Electric	Kaukauna Utilities		189.57
117545	10/21/2022	Storm Water Utility	Water Sewer & Electric	Kaukauna Utilities		8.00
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		1,822.32
117545	10/21/2022	Nelson Crossing Fund	Boardwalk Bridge - Utilities	Kaukauna Utilities		30.94
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		835.46
117545	10/21/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		2,023.07
117545	10/21/2022	Industrial Park	Expenditures	Kaukauna Utilities		55.39
117545	10/21/2022	TID #5 Construction Fund	Property Acquisition	Kaukauna Utilities		136.32
117545	10/21/2022	1000 Islands	Water Sewer & Electric	Kaukauna Utilities		607.32
117545	10/21/2022	TID #8 Construction Fund	Marketing & Administration	Kaukauna Utilities		165.60
117545	10/21/2022	General Fund	Contractual Services	Kaukauna Utilities		1,684.16
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		83.72
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		55.10
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		65.00
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		373.16
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		83.72
117545	10/21/2022	General Fund	Communications	Kaukauna Utilities		41.86
117546	10/21/2022	Sanitary Sewer Utility	Contractual Services	Lazer Utility Locating, LLC		219.50
117546	10/21/2022	Sanitary Sewer Utility	Contractual Services	Lazer Utility Locating, LLC		102.00
117546	10/21/2022	Sanitary Sewer Utility	Contractual Services	Lazer Utility Locating, LLC		47.25
117547	10/21/2022	Streets & Sidewalk Capital	Street Improvements	Lunda Construction Co.		140,757.82
117548	10/21/2022	General Fund	Service Contracts	Marco		1,154.98
117549	10/21/2022	General Fund	Botanical & Agricultural	MCC Inc.		1,917.03
117550	10/21/2022	General Fund	Youth Programs Non-Taxable	Amy Micke		85.00
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		632.24
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		-306.72
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		252.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		632.31
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		211.37
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		23.24
117551	10/21/2022	General Fund	Library Materials	Midwest Tape		153.42
117552	10/21/2022	General Fund	Police Fees	Outagamie County Clerk of Circuit Court		300.00
117553	10/21/2022	General Fund	Accrued 10% Fines	Outagamie County Clerk of Circuit Court		515.50
117554	10/21/2022	Streets & Sidewalk Capital	Street Improvements	Precision Land Surveying, LLC		800.00
117555	10/21/2022	General Fund	Library Materials	Sprint		347.08
117556	10/21/2022	Library Special Use	Misc Expenses	Uline		1,719.94
117557	10/21/2022	General Fund	Automotive Supplies	Unison Credit Union		130.59
117557	10/21/2022	General Fund	Plumbing Supplies	Unison Credit Union		93.80
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		15.00
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		132.89
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		84.64
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		15.00
117557	10/21/2022	General Fund	Evidence	Unison Credit Union		110.25
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		8.40
117557	10/21/2022	Park & Pool Capital	Equipment	Unison Credit Union		480.00
117557	10/21/2022	General Fund	Contractual Services	Unison Credit Union		195.00
117557	10/21/2022	General Fund	Desktop Printer/Fax Expense	Unison Credit Union		58.48
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		-125.90
117557	10/21/2022	General Fund	K9 Program	Unison Credit Union		120.00
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		44.79
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		62.98
117557	10/21/2022	General Fund	K9 Program	Unison Credit Union		60.00
117557	10/21/2022	General Fund	General Supplies	Unison Credit Union		68.50
117557	10/21/2022	General Fund	Expense Allowance	Unison Credit Union		138.44
117557	10/21/2022	General Fund	Miscellaneous	Unison Credit Union		28.48
117557	10/21/2022	General Fund	Maintenance - Roads & Walks	Unison Credit Union		7.00
117557	10/21/2022	General Fund	Contractual Services	Unison Credit Union		49.00
117557	10/21/2022	General Fund	Fire Safety Education	Unison Credit Union		39.99
117557	10/21/2022	General Fund	Maintenance - Roads & Walks	Unison Credit Union		41.00
117557	10/21/2022	General Fund	Recruitment Expenses	Unison Credit Union		62.50
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		70.95
117557	10/21/2022	Sanitary Sewer Utility	General Supplies	Unison Credit Union		469.00
117557	10/21/2022	General Fund	Contractual Services	Unison Credit Union		39.00
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		70.95
117557	10/21/2022	General Fund	Contractual Services	Unison Credit Union		9.99
117557	10/21/2022	General Fund	Miscellaneous	Unison Credit Union		24.99
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		12.33
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		101.76
117557	10/21/2022	General Fund	Miscellaneous	Unison Credit Union		99.01
117557	10/21/2022	General Fund	Miscellaneous	Unison Credit Union		166.66
117557	10/21/2022	General Fund	Clothing Expense	Unison Credit Union		865.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		62.78
117557	10/21/2022	General Fund	Medical & Laboratory Supplies	Unison Credit Union		14.22
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		21.33
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		19.85
117557	10/21/2022	General Fund	Education & Memberships	Unison Credit Union		450.00
117557	10/21/2022	General Fund	Clothing Expense	Unison Credit Union		1,547.50
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		5.48
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		125.00
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		10.00
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		11.28
117557	10/21/2022	General Fund	Communications	Unison Credit Union		202.18
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		10.00
117557	10/21/2022	General Fund	Contractual Services	Unison Credit Union		86.80
117557	10/21/2022	General Fund	Postage	Unison Credit Union		17.03
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		20.00
117557	10/21/2022	General Fund	Office Equipment	Unison Credit Union		123.19
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		-75.00
117557	10/21/2022	1000 Islands	Animal & Bird Care	Unison Credit Union		38.07
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		10.00
117557	10/21/2022	1000 Islands	Education & Memberships	Unison Credit Union		430.00
117557	10/21/2022	General Fund	Recreation	Unison Credit Union		10.00
117557	10/21/2022	1000 Islands	Conservancy Zone Maint	Unison Credit Union		14.97
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		151.51
117557	10/21/2022	1000 Islands	Restricted Funds	Unison Credit Union		390.50
117557	10/21/2022	General Fund	Education & Memberships	Unison Credit Union		279.00
117557	10/21/2022	1000 Islands	Expendable Supplies	Unison Credit Union		53.97
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		30.18
117557	10/21/2022	1000 Islands	Miscellaneous	Unison Credit Union		466.56
117557	10/21/2022	General Fund	Seminar Expenses	Unison Credit Union		32.00
117557	10/21/2022	General Fund	Mach Tools & Instruments	Unison Credit Union		620.00
117557	10/21/2022	General Fund	Office Supplies	Unison Credit Union		5.76
117557	10/21/2022	General Fund	General Supplies	Unison Credit Union		102.04
117557	10/21/2022	General Fund	Miscellaneous	Unison Credit Union		126.00
117557	10/21/2022	General Fund	Maintenance - All Other Equipm	Unison Credit Union		126.82
117558	10/21/2022	General Fund	Contractual Services	United States Treasury		16.98
117559	10/21/2022	General Fund	Heating Fuels	We Energies		28.96
117560	10/28/2022	General Fund	Maintenance - Automotive	A T F Tires & Service Center Inc.		72.18
117561	10/28/2022	1000 Islands	Miscellaneous	AdventureKEEN		149.78
117562	10/28/2022	1000 Islands	Contractual Services	J.F. Ahern Co.		85.50
117563	10/28/2022	General Fund	Maintenance - Automotive	Appleton Hydraulic Components, LLC		4,218.10
117564	10/28/2022	General Fund	Maintenance - Buildings	Batteries Plus, LLC.		6.72
117564	10/28/2022	General Fund	Maintenance - Buildings	Batteries Plus, LLC.		13.44
117564	10/28/2022	General Fund	Maintenance - Buildings	Batteries Plus, LLC.		6.72
117565	10/28/2022	General Fund	Communications	Baycom Inc.		445.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
117565	10/28/2022	General Fund	Maintenance - All Other Equipm	Baycom Inc.		279.90
117566	10/28/2022	General Fund	General Supplies	Beaver of Wisconsin Inc		486.25
117567	10/28/2022	General Fund	Maintenance - Automotive	Ronald L. Beck		140.00
117568	10/28/2022	General Fund	Botanical & Agricultural	Bob & Dave's Lawn & Landscaping		960.00
117568	10/28/2022	General Fund	Contractual Services	Bob & Dave's Lawn & Landscaping		179.00
117569	10/28/2022	General Fund	General Supplies	Brauer Supply & Equipment		1,250.00
117570	10/28/2022	General Fund	Recruitment Expenses	Craig D. Childs, PhD, SC		500.00
117571	10/28/2022	General Fund	Printing Expense	Creative Forms & Concepts		119.99
117572	10/28/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		40.03
117572	10/28/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		593.14
117572	10/28/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		784.50
117572	10/28/2022	General Fund	Maintenance - Automotive	DC Auto Repair, LLC		40.67
117573	10/28/2022	General Fund	Maintenance - Roads & Walks	Detroit Industrial Tool		324.00
117573	10/28/2022	General Fund	General Supplies	Detroit Industrial Tool		194.19
117574	10/28/2022	Sanitary Sewer Utility	Contractual Services	Diggers Hotline Inc.		1,003.12
117575	10/28/2022	General Fund	Clothing Expense	Eagle Graphics LLC		537.50
117576	10/28/2022	General Fund	Medical & Laboratory Supplies	Emergency Medical Products		211.36
117576	10/28/2022	General Fund	Medical & Laboratory Supplies	Emergency Medical Products		3.90
117577	10/28/2022	Buildings & Misc. Capital	Miscellaneous	Emmons Business Interiors		2,748.48
117578	10/28/2022	General Fund	Youth Programs Non-Taxable	Katie Fiedler		95.00
117579	10/28/2022	1000 Islands	Building Rental (Non-Taxable)	Fox Valley Group Sierra Club		275.00
117580	10/28/2022	General Fund	Maintenance - Buildings	Griesbach Diamond Water Inc.		187.18
117580	10/28/2022	General Fund	Maintenance - Buildings	Griesbach Diamond Water Inc.		374.36
117580	10/28/2022	General Fund	Maintenance - Buildings	Griesbach Diamond Water Inc.		187.18
117581	10/28/2022	General Fund	Contractual Services	Laura Gruber		306.00
117582	10/28/2022	General Fund	Maintenance - Roads & Walks	Ray Gruenster		32.26
117583	10/28/2022	1000 Islands	Building Rental (Non-Taxable)	Gary Hietpas		200.00
117584	10/28/2022	Park & Pool Capital	Equipment	HMF Innovations		999.00
117585	10/28/2022	General Fund	Recreation	Home Team Sports & Apparel Inc		2,150.00
117586	10/28/2022	General Fund	Contractual Services	Village of Howard		150.13
117587	10/28/2022	General Fund	General Supplies	Josh Karl		125.00
117588	10/28/2022	General Fund	General Supplies	Joey Larson		125.00
117589	10/28/2022	General Fund	Maintenance - All Other Equipm	M-B Companies Inc		90.02
117590	10/28/2022	General Fund	K9 Program	Stephanie Maas		240.00
117591	10/28/2022	Storm Water Utility	Maintenance - Automotive	MacQueen Equip Group		-8.36
117591	10/28/2022	Storm Water Utility	Maintenance - Automotive	MacQueen Equip Group		-367.62
117591	10/28/2022	Storm Water Utility	Maintenance - Automotive	MacQueen Equip Group		328.08
117591	10/28/2022	Sanitary Sewer Utility	Maintenance - Automotive	MacQueen Equip Group		94.73
117592	10/28/2022	1000 Islands	Contractual Services	Marco		64.46
117593	10/28/2022	1000 Islands	Contractual Services	Marco Technologies LLC		87.30
117594	10/28/2022	General Fund	Maintenance - Roads & Walks	MCC Inc.		795.93
117595	10/28/2022	General Fund	Maintenance - Automotive	Northcentral Utility of Wisconsin, LLC		644.54
117595	10/28/2022	General Fund	Maintenance - Automotive	Northcentral Utility of Wisconsin, LLC		33.37
117596	10/28/2022	General Fund	General Supplies	Larry Novak		125.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
117597	10/28/2022	General Fund	Postage	Office Enterprises, Inc.		195.99
117598	10/28/2022	General Fund	General Supplies	Marcus Onkels		125.00
117599	10/28/2022	General Fund	Automotive	Oshkosh Fire & Police Equipment		290.00
117599	10/28/2022	Equipment Capital	Equipment	Oshkosh Fire & Police Equipment		9,900.00
117600	10/28/2022	Park & Pool Capital	Buildings	Parkitecture + Planning		13,876.00
117601	10/28/2022	General Fund	Library Materials	The Penworthy Company LLC		12.44
117602	10/28/2022	Solid Waste	General Supplies	Poynette Iron Works LLC		9,605.00
117603	10/28/2022	General Fund	Chemicals & Ordnance	Rent-A-Flash of Wisconsin, Inc		144.82
117604	10/28/2022	General Fund	General Supplies	Riesterer & Schnell Inc		2,830.80
117605	10/28/2022	General Fund	Recruitment Expenses	Screening One, Inc.		140.20
117605	10/28/2022	General Fund	Recruitment Expenses	Screening One, Inc.		114.55
117606	10/28/2022	General Fund	Maintenance - All Other Equipm	Service Motor Company, Inc.		170.16
117607	10/28/2022	General Fund	Miscellaneous	Silver Squirrel Engraving & Gifts		36.00
117608	10/28/2022	General Fund	Contractual Services	Simplifile, LC		151.25
117609	10/28/2022	General Fund	General Supplies	Superior Chemical Corp.		188.04
117609	10/28/2022	General Fund	Maintenance - Buildings	Superior Chemical Corp.		552.22
117610	10/28/2022	General Fund	Contractual Services	Transcendent Technologies		1,862.00
117611	10/28/2022	General Fund	Maintenance - Automotive	Truck Equipment, Inc.		263.73
117612	10/28/2022	General Fund	General Supplies	Terry Verbeten		116.03
117613	10/28/2022	General Fund	Contractual Services	Youth Enrichment League		2,569.00
117614	10/28/2022	Storm Water Utility	General Supplies	Zarnoth Brush Works		557.00
Report Total:						536,988.15

**NOTICE OF PUBLIC HEARING
CITY OF KAUKAUNA
2023 BUDGET**

NOTICE IS HEREBY GIVEN, in accordance with Section 65.90 (3) of the Wisconsin Statutes, that a Public Hearing will be held on November 15, 2022, in the Council Chambers of the Municipal Services Building, Kaukauna, Wisconsin, at 7:00 p.m., for the purpose of hearing any citizen comment on the proposed budget.

A summary of the proposed budget is published here with; and a copy of the complete, proposed budget is open to the public for inspection during the regular office hours at the Finance Department Office and at the Kaukauna Public Library. The Budget is also posted on the City Website.

	2021 Actual	2022 Adopted Budget	2022 Estimated Actual	2023 Proposed Budget	% Change
GENERAL FUND					
Revenues - Non-Covered Services					
Property Taxes	5,680,093	6,387,472	6,387,729	7,538,658	
Other Taxes	2,649,040	2,647,173	2,501,767	2,660,276	
Intergovernmental	958,577	987,885	996,120	1,050,355	
Regulation & Compliance	606,840	526,400	539,041	575,400	
Charges for Services	599,565	925,650	930,777	972,770	
Use of Money & Property	30,044	53,500	118,950	59,500	
Operating Transfers In	518,046	552,724	560,858	593,500	
Application of Fund Balance	0	410,000	0	556,000	
Revenues - Covered Services					
Intergovernmental	3,128,410	3,238,827	3,240,084	3,292,228	
Charges for Services	54,307	22,050	62,455	46,050	
Total Revenues	14,224,921	15,751,680	15,337,781	17,344,736	10.1%
Expenditures - Non-Covered Services					
General Government	2,136,340	2,475,919	2,346,609	2,691,127	
Public Safety	3,817,247	3,938,572	4,054,396	4,316,313	
Health & Social Services	7,751	2,500	4,740	2,500	
Transportation	3,157,245	3,283,938	3,207,618	3,301,292	
Community Enrichment	1,796,524	1,992,347	1,932,236	2,237,319	
Parks	117,207	115,800	138,800	439,397	
Other	453,383	438,208	448,895	490,279	
Contingency	0	410,000	0	556,000	
Expenditures - Covered Services					
Public Safety	2,688,510	2,765,246	2,760,728	2,938,310	
Transportation	61,490	98,350	139,750	120,800	
Sanitation	246,466	230,800	258,400	251,400	
Total Expenditures	14,482,162	15,751,680	15,292,173	17,344,736	10.1%

DEBT SERVICE FUND**Revenues:**

Property Taxes	3,727,032	3,783,090	3,783,090	4,222,817	
Other Revenues	2,125,947	2,577,776	2,641,829	2,683,970	
Total Revenues	5,852,979	6,360,866	6,424,919	6,906,787	8.6%

Total Expenditures	5,997,913	6,358,295	6,499,551	7,029,330	10.6%
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1,000 ISLANDS ENVIRONMENTAL CENTER FUND**Revenues:**

Property Taxes	192,503	120,000	120,000	0	
Other Revenues	52,607	76,000	104,497	0	
Total Revenues	245,110	196,000	224,497	0	-100.0%

Total Expenditures	231,206	266,330	278,099	0	-100.0%
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GRIGNON MANSION**Revenues:**

Property Taxes	20,000	44,175	44,175	0	
Other Revenues	36,800	27,000	39,601	0	
Total Revenues	56,800	71,175	83,776	0	-100.0%

Total Expenditures	91,352	75,720	74,171	0	-100.0%
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Nelson Crossing**Revenues:**

Property Taxes	1,800	1,800	1,800	3,500	
Other Revenues	0	0	0	0	
Total Revenues	1,800	1,800	1,800	3,500	94.4%

Total Expenditures	0	1,432	3,163	4,972	247.2%
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STORM WATER UTILITY

Total Revenues	1,261,594	1,328,000	1,337,600	1,566,335	17.9%
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Total Expenditures	1,167,530	1,042,777	1,410,836	1,537,395	47.4%
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SANITARY SEWER UTILITY

Total Revenues	3,504,863	3,247,049	3,450,029	4,112,969	26.7%
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Total Expenditures	3,384,596	3,229,878	4,022,417	3,906,819	21.0%
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FUND BALANCE

	<u>12/31/2021</u>	<u>12/31/2022</u>
General Fund	4,936,230	4,981,838
1,000 Islands Environmental Center Fund	53,602	0
Grignon Mansion Fund	-9,605	0
Nelson Crossing	-130	1,489

Dated at Kaukauna, Wisconsin, this the 26th day of October 2022

William Van Rossum
Finance Director/Treasurer



MEMO

PLANNING & COMMUNITY DEVELOPMENT

To: Common Council
From: Joe Stephenson, Director of Planning and Community Development
Date: 11/9/22
Re: Rezoning Request – Parcel 323246200 - 1302 Moon Ridge Court

Joshua and Katie Dalke, new owners of the parcel, are requesting to rezone parcel 323246200, located at 1302 Moon Ridge Court from Residential Single-Family (RSF) to Residential Two-Family (RTF). The owner would like to build a duplex and live in one half of it.

Duplex infill lots located on vacant land is an easy way for the city to help increase its unit count and reduce the cost of housing, which is at a historic high. Outagamie County brought together various stake holders within the Fox Cities to talk about housing strategies that would help to reduce housing costs and make housing more affordable. One of the initiatives outlined in the housing strategy guide produced by that group was to allow duplexes on in-fill lots. New duplexes are quality housing and provide housing units at a reduced cost. Duplex units have also become very popular for empty nesters looking to downsize and remain in their community, without adequate housing diversity, people who want to stay in Kaukauna will be forced to leave.

When reviewing a rezone staff looks first at the shape of the lot and if it physically meets the requirements of the proposed new district. In this case, yes, the larger lot meets the requirements of the two-family district. Then we look at surrounding uses. In this case there are duplexes, multi-family homes, and single-family homes all within 200 feet of this property. Next staff looks at the impact to the surrounding uses a rezone would have. With residential neighborhoods, it is typically not beneficial to look at the physical form of the house to determine impact (ie, detached, attached, row home, duplex, etc) but at density of the neighborhood overall.

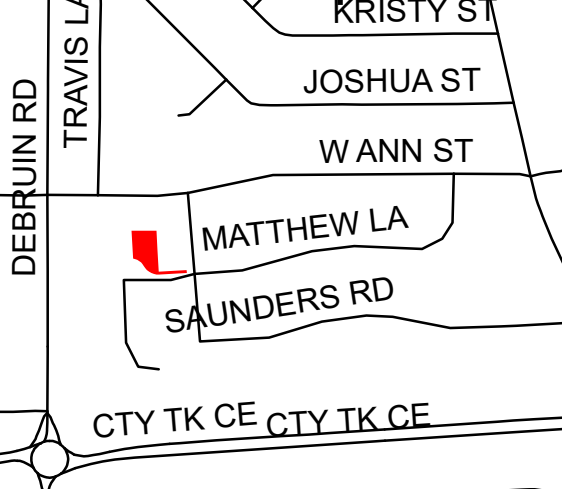
This neighborhood has 3.875 units per acre. With the addition of the duplex this count will increase to 3.9 units per acre. For reference, a neighborhood closer to the City's downtown is about 4.5 units per acre and the suburban portions of the city are around 3.4 units per acre. Given the small units per acre increase in an already mixed residential neighborhood, staff would classify this rezone as low impact.

Plan Commission recommended approval of the rezoning to the Common Council.

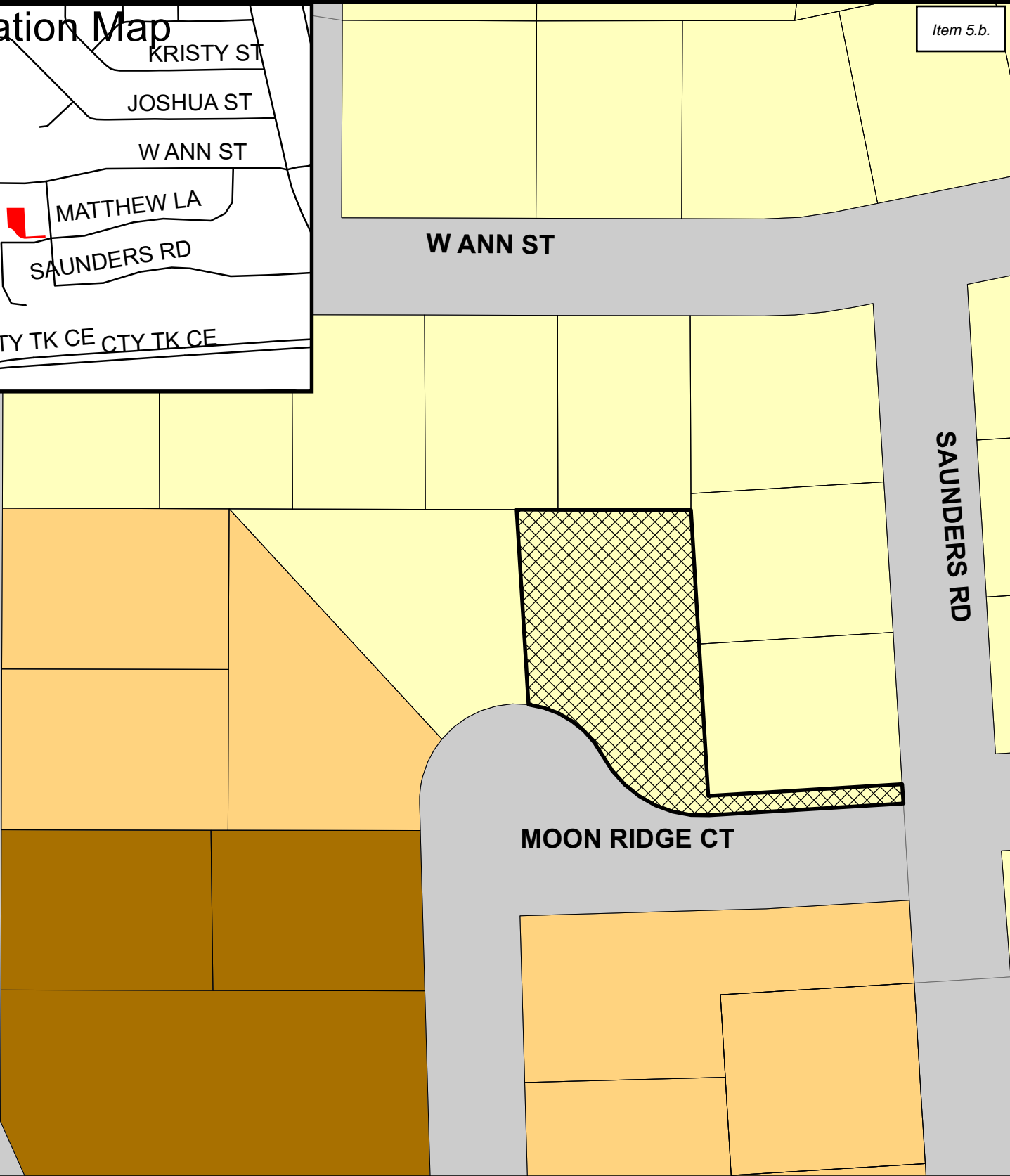
Staff Recommendation:

Approve the rezoning of parcel 323246200, located at 1302 Moon Ridge Court, from Residential Single-Family (RSF) to Residential Two-Family (RTF) and recommend the same to council.

Location Map






Item 5.b.



Legend

 PROPOSED REZONE SITE

Existing Zoning

-  RESIDENTIAL MULTI-FAMILY
-  RESIDENTIAL SINGLE-FAMILY
-  RESIDENTIAL TWO-FAMILY

Rezone Request - 1302 Moon Ridge Court

N



2023 COMMITTEE/COUNCIL MEETINGS

Tuesday, January 3 - Committee & Council

Monday, January 16 - Committee
Tuesday, January 17 - Council

Monday, February 6 - Committee
Tuesday, February 7 - Council

Wednesday, February 22 – Committee &
Council (due to Primary Election-if necessary)

Monday, March 6 - Committee
Tuesday, March 7 - Council

Monday, March 20 - Committee
Tuesday, March 21 - Council

Wednesday, April 5 - Committee & Council (due
to Spring Election)

Monday, April 17 - Committee
Tuesday, April 18 - Council

Monday, May 1 - Committee
Tuesday, May 2 - Council

Monday, May 15 - Committee
Tuesday, May 16 - Council

Monday, June 5 – Committee
Tuesday, June 6 – Council

Monday, June 19 - Committee
Tuesday, June 20 - Council

Monday, July 3 - Committee
Wednesday, July 5 - Council

Monday, July 17 - Committee
Tuesday, July 18 - Council

Monday, July 31 - Committee
Tuesday, August 1 - Council

Monday, August 14 - Committee
Tuesday, August 15 - Council

Tuesday, September 5 – Committee & Council

Monday, September 18 - Committee
Tuesday, September 19 - Council

Monday, October 2 - Committee
Tuesday, October 3 - Council

Monday, October 16 - Committee
Tuesday, October 17 - Council

Monday, November 6 - Committee
Tuesday, November 7 - Council

Monday, November 20 - Committee
Tuesday, November 21 - Council

Monday, December 4 - Committee
Tuesday, December 5 - Council

Monday, December 18 - Committee
Tuesday, December 19 - Council

Item 5.d.

PROCLAMATION

SHOP WISCONSIN DOWNTOWNS THIS HOLIDAY SEASON!

WHEREAS, the City of Kaukauna celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 33.2 million small businesses in the United States; and

WHEREAS, businesses of 500 employees or fewer make up 99.9% of all US businesses and 99.7% of firms with paid employees; and

WHEREAS, studies have found that for every \$1.00 spent at a local business, 67 cents is reinvested locally; and

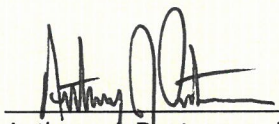
WHEREAS, supporting a local business secures jobs, boosts our local economy and preserves our communities. Small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, local businesses need your support now. Your local businesses continue to provide safe options for online shopping, pick up, delivery and in person visits.

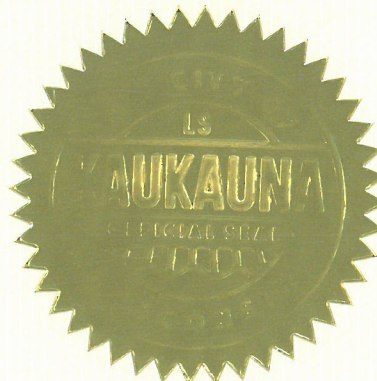
NOW, THEREFORE, BE IT RESOLVED, THAT I, Anthony J. Penterman, Mayor of the City of Kaukauna, Wisconsin, do hereby proclaim, our community as an advocate for *Shop WI DOWNTOWNS* to make every day Small Business Saturday **AND** urge the residents of our community to *Shop Wisconsin DOWNTOWNS* and support Wisconsin's small businesses, artisans and craftspeople, and merchants, during this critical time and beyond.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Kaukauna to be affixed this 26th day of November, 2022.

CITY OF KAUKAUNA



Anthony J. Penterman, Mayor



COMMITTEE OF THE WHOLE

A meeting of the Committee of the Whole was called to order by Chairman Penterman on Wednesday, November 2, 2022 at 6:30 P.M.

Members present: Antoine, Coenen, DeCoster, Eggleston, Kilgas (via Zoom), Moore, Schell and Thiele.

Also present: Mayor Penterman, Attorney Davidson, DPW/Eng. Neumeier, Finance Dir. Van Rossum, Staff Accountant Roehl, Planning Dir. Stephenson (via Zoom), Library Dir. Thiem-Menning, Police Chief Graff, Fire Chief Carrel, HR Dir. Swaney, Naturalist Nowak, Com. Enrich. Ser. Dir. Vosters, Street Super. VanGompel, and IT Dir. Krause.

1. Correspondence – none.

2. 2023 Budget presentation.

Mayor Penterman read his letter dated November 2, 2022. The proposed 2023 budget reflects a tax increase of \$0.84 per thousand of assessed value, which is a 10.17% increase in the assessed tax rate. The City's tax levy increased \$1,452,090 or 14.05%. Under state law the levy is allowed to increase 14.24% plus increase debt service requirements. This levy increase is less than the maximum increase allowed under state law. Budgeted general fund expenditures for 2023 are \$17,344,388. An increase of 10.1%. This will allow the city to continue to qualify for the state expenditure restraint program aid. The general fund balance is projected to be \$4,981,838 on December 31, 2022. This fund balance exceeds the Council's objective of \$2,601,658, which will allow the City to continue to receive excellent bond rating resulting in low interest rates when issuing further debt.

Motion by Thiele, seconded by Schell to receive and place on file the Mayor's 2023 Budget Letter to the Common Council.

All members voted aye.

Motion carried.

Mayor Penterman presented his 2022-2023 Goals and Objectives.

Fin. Dir. VanRossum presented various schedules showing a 2022 levy for city purposes of \$11,788,244.69 with an assessed tax rate of \$9.04674. He reviewed the levy limit calculation for 2022, the expenditure restraint calculation, and the City's debt service. The increases and decreases in the revenues and expenditures were highlighted and updates on the tax increments were given. An explanation was given on unused levy capacity and the option to use it for Capital Improvements in the 2023 budget with a slight increase of \$0.38 on the tax rate from what was mentioned in the original proposed budget. He also gave insight into future planning of the values and decreasing tax rates when aging TIF 6 comes back online. The Storm and Sanitary utility fund and a plan from staff was given. The plan will control the user rates with modest increase over the next 5 years to sustain capital infrastructure improvements. Discussion was held on the proposed budget.

3. 2023 Budget deliberations.

Alderspersons asked several questions of staff during the deliberation process. Discussion items included future borrowing rates, utilizing the levy capacity, department goals, objectives and accountability, and possible needs for increased staffing in the future for the street, police, and fire departments with new subdivisions being built.

Alder Antoine thanked Mayor Penterman, Fin. Dir. Van Rossum and City staff for all for all the hard work and coordinating efforts put into 2023 Budget.

4. General Matters – none.

Motion made by Coenen, seconded by Moore to adjourn.

All members voted aye.

Motion carried.

Meeting adjourned at 8:34 p.m.

Christina Nelson, Deputy Clerk

PLAN COMMISSION

City of Kaukauna
Council Chambers
 Municipal Services Building
 144 W. Second Street, Kaukauna



Thursday, October 06, 2022 at 4:00 PM

MINUTES

1. Roll Call.

Members Present: Avanzi, Feller, Thiele, DPW Neumeier, Mayor Penterman, PCDD Stephenson

Other(s) Present: AP Lily Paul, Jim Sehloff of Davel Engineering, Brian Roebke of the Times Villager

Member(s) Absent: Moore, Schoenike

A motion was made by Thiele to excuse the absent members. The motion was seconded by Avanzi. The motion passed unanimously.

2. Approval of Minutes.

- a. Approve Minutes from September 8, 2022 Meeting

Feller made a motion to approve the minutes from September 8, 2022 meeting. Motion seconded by Thiele. The motion passed unanimously.

3. Old Business

- a. Petition for Unanimous Annexation – Parcel(s) 030067904

The applicant has withdrawn his request.

No action taken.

4. New Business

- a. Park Donation Application Review – River Heights Condo Association

AP Paul presented a donation application for River Heights Condo Association, who wants to install stairs from their property leading down to the Nelson Heritage Trail. AP Paul was seeking advice on whether the stairs should stay private or make them public since they will be installed on city property. Another thing that was noted is the deed the railroad has on the trail property. Direction was given to AP Paul to discuss with the Condo Association that the stairs would have to be a public amenity, and an easement on the edge of their property would be put in place to give an outlet out to a sidewalk/street.

A motion was made by DPW Neumeier to table the item until AP Paul discussed with River Heights Condo Association a plan to create a public outlet. Thiele seconded the motion. The motion passed unanimously.

b. Ordinance Update – Landscaping

AP Paul presented updates to the landscaping ordinance that were requested to be added/changed. That language was creating a 5 foot buffer around public utilities so maintenance workers can access them easily. Also, reiterating that the landscape plans are at the discretion of the plan commission. There was further discussion whether the 5 foot buffer around public utilities was enough. A suggestion of 8 feet clearance from the front of the utilities was made. Another comment was made in regards to dumpster screening. The current language requires screening on three sides. A gate on the front of the dumpster should be added to the language.

No action was taken.

c. Preliminary Plat Review –Bluestem Meadows 3

AP Paul presented the Preliminary Plat for Bluestem Meadows 3. This was received from Davel Engineering. The plat shows extensions of existing roads which creates ample traffic flow within the subdivision. There are 59 Residential Single Family lots over 29.4 acres. Lots 67-70 are un-buildable until such time as the future Haas Road is dedicated and improvements are accepted by the City of Kaukauna. Utility and Drainage easements will be submitted with the Final Plat. Comments made were to eliminate the two portions of land between lots 98 & 99 and 102 & 103 and create two 20 foot wide access easements instead of the city owning the land. Temporary turn-around will need to be added, and a floodplain amendment will have to be approved by FEMA in the final plat.

A motion was made by Avanzi to approve the Bluestem Meadow 3 Preliminary Plat and recommend the same to council. Thiele seconded the motion. The motion carried unanimously.

d. Preliminary & Final Plat Review – Hurkman Heights 4

PCDD Stephenson reviewed the Hurkman Heights 4 Preliminary Plat which offers a new secondary exit from the subdivision: Golden Way. This offers better traffic circulation and relieves the safety concerns of a long cul-de-sac. For the purposes of construction, a temporary hammer head turnaround will be accepted at the end of Ben's Way.

A motion was made by DPW Neumeier to approve the preliminary plat for Hurkman Heights 4 with the following conditions:

- Outlot 1, the four (4) foot strip of land between Golden Way and Lot 72 will be deeded to Lot 72
- DNR Permitting is obtained for new road extension, Golden Way

Thiele seconded the motion. The motion passed unanimously.

5. Other Business.

There was no other business.

6. Adjourn.

Thiele made a motion to adjourn the meeting. Avanzi seconded the motion. Motion adjourned at 4:32 PM.



GRIGNON MANSION BOARD MEETING MINUTES

Monday, September 26, 2022

The meeting was called to order by Pennie Thiele at 5:30 PM in the Municipal Services Building Council Chambers

Roll Call

- Present –Patty DeGoey, Patty Brogan, Shellee Jackels, Pennie Thiele, Al Borchardt, Bruce Werschem, Christina Crook
- Absent – Gavin Schmitt, Sandy Coenen
- Others in Attendance – Cassidy Mickelson, Terri Vosters

Review/Approve Minutes from August 22, 2022 Meeting

- Motion by Bruce Werschem to approve prior meeting minutes. Seconded by Patty DeGoey. Motion Unanimously Approved.

Report from the City (Mickelson)

- Grignon Mansion Repairs
 - There are remaining repairs that need attention, including the pitch on the front porch. A punch list of over a dozen items has been compiled for the contractor to complete.
 - There will be one week in October assigned to complete the items on the list. Currently waiting on materials.
- Lawrence University Archaeological Project Update
 - Proposal on the details of the dig/research being conducted was brought to the City Council and the Memorandum of Understanding with Lawrence University was updated.
 - Professor Peregrine and his students began their work on 9/22/22 with ground penetrating radar. Excavating work by the back tree line will begin 9/27/22. They will wrap up their work on 10/11/22.

Report from Friends (DeGoey)

- Friends Finance Report
 - Grant Money Account - Beginning balance of \$20,020.73, and ending balance of \$30,020.73.
 - Savings Account - Beginning balance of \$100.13, and ending balance of \$100.13
 - Original Checking Account - Beginning balance of \$48,632.46, ending balance of \$57,567.64, with \$35,795.33 in total deposits and \$26,860.15 in total withdrawals. Available non-designated funds \$45,871.05
 - \$30,000 in grant account
 - \$10,000 for mold remediation in the Mansion
 - \$10,000 for 3rd party strategic planning
 - \$10,000 that was recently acquired that still needs to be assigned/designated
 - Car Show Net Profit: \$4,317.98
 - Civil War Living History Demonstration Net Profit: \$3,836.56
- Emergency Repair at the Mansion

- The water heater died and leaked water into the utility closet area
- Other Issues
 - Native American Dance Performance – October 1, 2022
 - Preparing for upcoming Christmas Events and Tours
 - Opting out of the Fox Cities Festival of Lights due to safety concerns

Report from the Chair (Thiele)

- Budget time is underway approaching at the City. Thiele is optimistic about support from the Council for the Mansion. A long range plan needs to be addressed regarding the support of the Executive Director position

Other Business

- Werschem proposed that the Board inquire about a possibility of a hired position within the City designated to the care and the upkeep of the Mansion grounds
 - Vosters explained that there will be an upcoming “People Planning” event within the City where this topic could be addressed.

Set Next Meeting Date and Location

- Monday, October 24, 2022 at 5:30 PM in the Council Chambers at the Municipal Building.

Adjourn at 6:06 PM

- Motion by Al Borchardt. Seconded by Shellee Jackels. Motion Unanimously Approved.



**HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT
REGULAR MEETING HELD ON OCTOBER 11, 2022 AT THE
HEART OF THE VALLEY MSD MEETING ROOM**

Members Present: Dave Casper - President (virtual)
Bruce Siebers - Vice President
Patrick Hennessey - Secretary
John Sundelius - Commissioner (virtual)
Kevin Coffey - Commissioner

Absent: None

Also Present: Brian Helminger - District Director HOVMSD
Kevin Skogman - Director of Operations & Maintenance HOVMSD
Chad Giackino - Regulatory Compliance Manager HOVMSD
Dawn Bartel - Office Manager HOVMSD
John Neumeier - City of Kaukauna
Allyn Dannhoff - Village of Kimberly
Brad Werner - McMahon Associates
Mike Gerbitz - Donohue

1. 5:00 p.m. Call to Order – Roll Call

President Casper called the meeting to order at 5:00 PM.

2. Public Appearances

No appearances were made.

3. Approval of the Minutes of the September 13, 2022 Regular Meeting

The minutes of the September 13, 2022 Regular Meeting were presented to the Commission. A motion was made by Commissioner Coffey and seconded by Commissioner Siebers to approve the minutes as written. Motion carried unanimously. The minutes were reviewed and pre-approved by Secretary Hennessey.

4. Correspondence

The Commission received a copy of an article in the Times Villager dated 10/5/2022 regarding the ground breaking ceremony for the effluent disc filter project, along with a letter dated 9/27/2022 from Outagamie County regarding Commissioner Casper's reappointment for another five year term.

5. Discussion Items

A. Public Hearing for the Adoption of the 2023 Budget & Rate Charge Parameters

A motion was made by Commissioner Siebers and seconded by Commissioner Hennessey to enter into a Public Hearing. Motion carried.

The Public Hearing was officially noticed and published in the Appleton Post Crescent/Gannett on 9/26/2022. Hearing no comments from the audience and receiving no written correspondence, a motion was made by Commissioner Hennessey and seconded by Commissioner Coffey to close the Public Hearing. Motion carried.

A motion was made by Commissioner Siebers and seconded by Commissioner Coffey to adopt the 2023 Budget as presented in the amount of \$6,948,590 with the rate charge parameters as follows: Flow \$0.705/1000 gallons; BOD \$0.176/pound; Suspended Solids \$0.238/pound; Phosphorus \$6.378/pound; Ammonia \$1.09/pound; and Chlorides \$0.003/pound. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Hennessey, yes; Commissioner Coffey, yes; and Commissioner Siebers, yes. Motion carried unanimously. The 2023 operating budget reflects a .27% decrease from 2022.

B. Motor Control Center Upgrade Proposal from Altronex Control Systems-Review & Evaluation of Proposal; Possible Action

This item will be placed on the agenda for November 8, 2022.

C. Septage Receiving Station Repairs & Improvements – Donohue Task Order 10A/Design Amendment; Possible Action

After a discussion, a motion was made by Commissioner Coffey and seconded by Commissioner Siebers to approve the professional services contract with Donohue, Task Order 10A; Waste Tank Rehabilitation, not to exceed \$18,405. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Hennessey, yes; Commissioner Coffey, yes; and Commissioner Siebers, yes. Motion carried unanimously. The waste tank upgrade is expected to cost approximately \$315,000.

D. Biostyr Stress Test – Discussion & Findings; Mike Gerbitz of Donohue

Mike Gerbitz of Donohue reviewed a memo dated 8/30/2022 showing the supporting data and information for a capacity re-rate request. After a discussion, a motion was made by Commissioner Casper and seconded by Commissioner Sundelius to authorize the submittal of a capacity re-rate request for BOD and ammonia to the Wisconsin DNR. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Hennessey, yes; Commissioner Coffey, yes; and Commissioner Siebers, yes. Motion carried unanimously.

E. Release of Easement Rights for Parcel 250089300 Government Lot 4, S26, T21N, R18E, Village of Kimberly, Outagamie County – Possible Action

After a discussion, a motion was made by Commissioner Siebers and seconded by Commissioner Coffey to sign the Release of Easement Rights, Parcel No. 250089300, as presented. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Siebers, yes; Commissioner Coffey, yes; and Commissioner Hennessey,

yes. Motion carried unanimously. The Release was signed by Commission Vice President Siebers and notarized.

F. One Water Summit – Meeting Attendance Discussion & Summary

Commissioner Siebers provided a written summary of the One Water Conference in Milwaukee on 9/13 - 9/15/2022 which he and District Director Helminger attended.

G. Election of Officers: President, Vice President, and Secretary

Commissioner Sundelius made a motion to maintain the incumbents for positions of President, Vice President, and Secretary. The motion was seconded by Commissioner Siebers. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Siebers, yes; Commissioner Coffey, yes; and Commissioner Hennessey, yes. Motion carried unanimously. Commissioner Dave Casper will continue the position as President; Commissioner Bruce Siebers as Vice President, and Commissioner Pat Hennessey as Secretary.

H. Motion for Appointment of Official Newspaper

A motion was made by Commissioner Casper and seconded by Commissioner Coffey to appoint the Appleton Post Crescent/Gannett Newspaper as the official newspaper for the Heart of the Valley MSD. A roll call vote was taken: Commissioner Casper, yes; Commissioner Coffey, yes; Commissioner Sundelius, yes; Commissioner Siebers, yes; and Commissioner Hennessey, yes. Motion carried unanimously.

I. Adoption of Resolution #201: Appointment of Public Depositories

A motion was made by Commissioner Siebers and seconded by Commissioner Hennessey to adopt Resolution #201 listing the public depositories for the Heart of the Valley Metropolitan Sewerage District. A roll call vote was taken: Commissioner Casper, yes; Commissioner Coffey, yes; Commissioner Sundelius, yes; Commissioner Siebers, yes; and Commissioner Hennessey, yes. Motion carried unanimously.

J. Effluent Filtration Project – Monthly Activity Report

District Director Helminger gave a brief update on the progress to date and noted that the groundbreaking ceremony on 9/19/2022 went well with ample media coverage. Approval of the invoices for October includes pay apps from CD Smith.

K. Interceptor Rehab Project – Monthly Activity Report

Scott Schramm of Strategic Municipal Services provided a detailed written activity/progress summary for September. A working meeting with staff will be held in the near future as well as an appearance at an upcoming commission meeting.

L. Adoption of Resolution #202; District Intent and Identifying Authorized Representatives to file applications for financial assistance from the State of WI Environmental Improvement Fund related to Clean Water Funding for Interceptor Rehabilitation

A motion was made by Commissioner Coffey and seconded by Commissioner Siebers to adopt Resolution #202 confirming project intent, and appointing the District Director, Office Manager, and Scott Schramm of Strategic Municipal Services as the authorized representatives of the District for the purpose of filing applications for financial assistance from the State of Wisconsin Environmental Improvement Fund-Clean Water Fund for interceptor rehabilitation. A roll call vote was taken: Commissioner Casper, yes; Commissioner Coffey, yes; Commissioner Siebers, yes; Commissioner Sundelius, yes; and Commissioner Hennessey, yes. Motion carried unanimously.

M. FOG Program - Monthly Activity Report

John Stoeger of Stoeger & Associates provided a written fats, oil, and grease update by community, including a grease trap inspection report and site visit correspondence. The Commission also received an itemized copy of the September 2022 invoice.

N. Leonard & Finco - Monthly Activity Report

Leonard & Finco provided a written monthly update of projects completed in September as well as a list of ongoing and upcoming tasks for October & November.

PLANT REPORTS:

5PR. Flows & Revenues / Operations & Maintenance

The Commission received a copy of the hydraulic & organic loadings data, along with flow & strength projections, which shows the year-to-date surplus/deficit in revenue for the month of September 2022. Revenue received from the WPS-Fox Energy Center for effluent purchased in September = \$12,137.14; Revenue received to date for 2022 = \$124,822.45. WPS-Fox Energy purchased 39% of the effluent produced in September.

The average effluent concentrations for **September 2022** were as follows:

	<u>Monthly Average</u>	<u>Permit Limit</u>
BOD	11 mg/L	30 mg/L
Suspended Solids	15.6 mg/L	30 mg/L
Suspended Solids	715 lbs.	801 lbs.
Phosphorus	.40 mg/L	1.0 mg/L
Ammonia	.39 mg/L	4.4 mg/L
Chlorides	653 mg/L	

All permit values were met for September 2022

Kevin Skogman, Director of Operations & Maintenance, provided a written O & M Report on plant operations for September. He noted that the DAFT pressure vessel tanks were received on 10/4, a new heating/air conditioning unit is on order for the solids building garage, and cleaning of the ATAD digester and contact tank is complete.

6. Funds

A. October 2022 Accounts Payable; Action for Approval

After a review of the bills payable, a motion was made by Commissioner Coffey and seconded by Commissioner Hennessey to approve payment of the bills in the amount of \$2,469,218.35. A roll call vote was taken: Commissioner Casper, yes; Commissioner Sundelius, yes; Commissioner Coffey, yes; Commissioner Siebers, yes; and Commissioner Hennessey, yes. Motion carried unanimously. The Commission signed the check voucher register which includes general, pre-paid, and petty cash checks.

B. Budget Comparison Report

The Commission received a Budget Comparison Report, along with a verbal explanation of exceedances.

7. General Old or New Business

- *City of Kaukauna Open Records Request:* Additional supporting information and documents regarding the components of the engineer's original opinion of probable cost from 2017 was requested by the City of Kaukauna and has been delivered.
- *Community Meeting:* The next community meeting will be on Wednesday, October 26th in Combined Locks at noon.
- *Outagamie County Landfill:* HOV staff met with Attorney Cole and Mike Gerbitz of Donohue to discuss Foth's most recent correspondence and determined that the lack of detail did not satisfy the District's needs or appropriately address the issues. Mike Gerbitz of Donohue will be drafting a letter summarizing HOV's position. The Commission asked that Little Chute representatives be included as signatories on the letter and that the letter includes an invite to the January commission meeting to give a progress update. Casper also questioned what affect a DNR re-rate could have on the landfill issue. Mike Gerbitz informed the commission that a potential re-rate won't happen before the Landfill's 2/1/2023 deadline.

8. Adjournment

With no further business before the Commission, a motion was made by Commissioner Sundelius and seconded by Commissioner Coffey to adjourn the meeting. Motion carried unanimously. (Time: 6:28 PM)

SIGNED & APPROVED BY: _____


Patrick E. Hennessey, Secretary

MINUTES

HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT SPECIAL COMMUNITY MEETING HELD ON OCTOBER 26, 2022 AT THE VILLAGE OF COMBINED LOCKS CIVIC CENTER

Members Present: David Casper - President
Bruce Siebers - Vice President
Patrick Hennessey - Secretary
Kevin Coffey - Commissioner

Absent: John Sundelius - excused

Also Present: Brian Helminger - District Director HOVMSD
Kevin Skogman - Director of Operations & Maintenance HOVMSD
Dawn Bartel - Office Manager HOVMSD
Chad Giackino - Regulatory Compliance Manager HOVMSD
Scott Schramm - Strategic Municipal Services
Ryan Swick - Village of Combined Locks
John Neumeier Sr. - Village of Combined Locks
Keith Weyenberg - Village of Combined Locks
Scott Stein - Leonard & Finco
Sydney Zima - Leonard & Finco
Katie Flanigan - Leonard & Finco
Brian Roebke - Times Villager
George Schmidt - Darboy Sanitary District
Randy Verhagen - Darboy Sanitary District
Mike Kawula - Darboy Sanitary District
Bruce Corning - Darboy Sanitary District
Allyn Dannhoff - Village of Kimberly
Marty DeCoster - City of Kaukauna
Larry VanLankvelt - Village of Little Chute

1. 12:00 Noon. Call to Order – Roll Call

President Casper called the meeting to order at 12:00 Noon.

2. 2022 3rd Quarter Review – District Director Brian Helminger

District Director Helminger welcomed the group to the third community meeting for 2022. Helminger updated the group on several parameters used to predict District growth including: flow and organic loadings, sewer extensions, and new sewer connections. The next community meeting will be in the spring of 2023.

3. Biostyr Stress Test / Capacity Re-rate to DNR

District Director Helminger informed the group about the winter study that was completed on the existing rated capacities and initial design assumptions for the treatment facility. This involved a stress test to purposely increase organic loadings well beyond normal operating parameters, while closely monitoring effluent quality to determine actual capacity versus rated biological capacity of the treatment plant. The data showed that both BOD and ammonia are effectively removed at set points that well exceed current rated capacities. Donohue presented these findings at the October commission meeting and a motion was made directing Donohue to proceed with a re-rate request to the DNR.

4. One Water – Commissioner Bruce Siebers

Commissioner Siebers introduced the concept of One Water; all water, drinking water, wastewater, stormwater, grey water, etc. should be managed both sustainably and holistically. HOV will integrate the One Water concept for future planning, will share information to raise awareness, and have become active participants in the northeastern Wisconsin regional delegation.

5. Disc Filter Project Update – District Director Brian Helminger

District Director Helminger gave a progress update on the disc filter project. The contractors are on-site daily working on demolition, wall penetrations, excavation, and underground piping & rerouting conduits. A change order to the project is being investigated for repair work on the tank cover of the septage receiving station.

6. Interceptor Rehab Project Update – Scott Schramm of Strategic Municipal Services

Scott Schramm of Strategic Municipal Services updated the communities on the status of the interceptor rehabilitation plan. Next steps in the process include completion of contract & bidding documents, agency permits, and finalizing the remaining memorandums of understanding. Two informational meetings were held in August with the affected member community residents who live along the interceptor route near the Fox River.

7. Outreach & Communications – Scott Stein of Leonard & Finco

Scott Stein gave an update on the community outreach communications plan. Periodic project announcement news releases have been distributed to local news outlets. Social media posts and website updates have been drafted for the communities to post on their websites with additional posts provided on a monthly or quarterly basis. For more information on the current projects, visit hvmsd.org.

8. Old and New Business

District Director Helminger talked briefly about the budget and rate charge parameters noting that the 2023 budget of \$6,948,590 is a .27% decrease from 2022.

7. Adjournment

With no further business before the Commission, a motion was made by Commissioner Coffey and seconded by Commissioner Siebers to adjourn the meeting. Motion carried unanimously. (Time: 12:53 PM)

SIGNED & APPROVED BY:



Patrick E. Hennessey, Secretary

Kaukauna Fire Department Fire Report - October 2022

Item 7.a.

Incident Type: Fire

Code - Description	Number of Runs	Year to Date
111 - Building Fire	1	5
113 - Cooking Fire, confined to container	0	1
118 - Trash or rubbish fire, contained	0	3
131 - Passenger vehicle fire	0	2
132 - Road Freight or Transport Vehicle Fire	0	1
154 - Dumpster or Other Outside Trash Receptacle Fire	0	2
Total	1	14

Incident Type: Rescue & Emergency Medical Services

Code - Description	Number of Runs	Year to Date
311 - Medical Assist, Assist EMS Crew	0	3
320 - Emergency Medical Service, Other	2	5
321 - EMS Call	152	1213
322 - Motor Vehicle Accident with Injuries	3	39
323 - Motor Vehicle/Pedestrian Accident	0	3
324 - Motor Vehicle Accident with No Injuries	1	16
331 - Lock-In	0	1
350 - Extrication, Rescue, Other	0	1
352 - Extrication of Victim(s) from Vehicle	0	1
381 - Rescue or EMS Standby	0	4
Total	158	1,286

Incident Type: Hazardous Condition (No Fire)

Code - Description	Number of Runs	Year to Date
400 - Hazardous Condition, Other	0	1
411 - Gasoline or Other Flammable Liquid Spill	0	4
412 - Gas Leak (Natural or LPG)	2	8
413 - Oil or Other Combustible Liquid Spill	0	3
424 - Carbon Monoxide Incident	0	1
440 - Electrical Wiring/Equipment Problem	0	2
444 - Power line down	1	15
445 - Arcing, shorted electrical equipment	0	1
451 - Biological hazard, Confirmed or Suspected	1	1
460 - Accident, potential accident, other	0	2
463 - Vehicle Accident, General Cleanup	0	5
Total	4	43

Kaukauna Fire Department Fire Report - October 2022

Item 7.a.

Incident Type: Service Call

Code - Description	Number of Runs	Year to Date
500 - Service call, other	1	5
511 - Lock-out	2	16
520 - Water Problem, Other	2	4
522 - Water or Steam Leak	0	1
531 - Smoke or Odor Removal	0	4
542 - Animal Rescue	0	1
550 - Public Service Assistance, Other	0	2
551 - Assist Police or Other Governmental Agency	2	6
561 - Unauthorized Burning	0	3
Total	7	42

Incident Type: Good Intent Call

Code - Description	Number of Runs	Year to Date
600 - Good Intent Call, Other	1	5
611 - Dispatched and Canceled Enroute	5	30
621 - Wrong Location	0	1
622 - No Incident Found on Arrival at Dispatch Address	0	3
631 - Authorized Controlled Burning	1	3
651 - Smoke Scare, Odor of Smoke	2	10
Total	9	52

Incident Type: False Alarm & False Call

Code - Description	Number of Runs	Year to Date
700 - False Alarm or False Call, Other	0	3
714 - Central Station, Malicious False Alarm	0	1
733 - Smoke Detector Activation Due to Malfunction	1	8
734 - Heat Detector Activation Due to Malfunction	0	1
735 - Alarm System Sounded Due to Malfunction	2	14
736 - CO Detector Activation Due to Malfunction	0	2
740 - Unintentional Transmission of Alarm, Other	0	1
742 - Extinguishing System Activation	0	1
743 - Smoke Detector Activation, No Fire, Unintentional	1	5
744 - Detector Activation, No Fire - Unintentional	1	3
745 - Alarm System Activation, No Fire - Unintentional	1	14
746 - Carbon Monoxide Detector Activation, No CO Found	0	6
Total	6	59

Incident Type: Severe Weather & Natural Disaster

Code - Description	Number of Runs	Year to Date
813 - Wind Storm, tornado/hurricane assessment	0	1
Total	0	1

Kaukauna Fire Department Fire Report - October 2022

Item 7.a.

Incident Type: Special Incident Type

Code - Description	Number of Runs	Year to Date
911 - Citizen Complaint	0	3
Total	0	3

Grand Total	185	1,500
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Fire Inspection Summary

	Completed This Month	Year to Date
Inspections Completed	46	946
Violations Found	2	89
Violations Corrected	9	25

* Reflects corrected YTD numbers

Kaukauna Fire Department Ambulance Report - October 2022

Item 7.b.

Runs by Municipality

City / Village / Town	Number of Runs	Year to Date
City of Kaukauna	121	1,051
Village of Combined Locks	17	96
Town of Kaukauna	6	50
Village of Little Chute	4	41
Town of Vandenbroek	6	29
Town of Buchanan	3	18
Town of Holland	3	12
City of Appleton	1	6
Town of Freedom	1	4
City of Menasha	1	2
Town of Wrightstown	1	1
Village of Wrightstown	0	1
City of Seymour	0	1
Village of Kimberly	0	1
Total	164	1,313

Runs by County

County	Number of Runs	Year to Date
Outagamie	159	1,295
Brown	4	16
Winnebago	1	2
Total	164	1,313

Runs by Disposition

Disposition	Number of Runs	Year to Date
Patient Treated, Transported by Kaukauna Fire	112	936
Patient Treated, Released	19	130
Patient Refused Evaluation/Care, No Transport	8	78
Patient Evaluated, No Treatment/Transport Required	3	72
Patient Dead at Scene - No Resuscitation Attempted	4	26
Canceled on Scene, No Patient Found	6	22
Canceled Prior to Arrival	4	20
Canceled on Scene, No Patient Contact	2	9
Patient Treated, Transferred Care to Another EMS Unit	1	6
Canceled - Request Transferred to Another Provider	3	5
Standby- No Services or Support Provided	2	5
Standby- Operational Support Provided	0	3
Patient Dead at Scene - Resuscitation Attempted, No Transport	0	1
Total	164	1,313

Kaukauna Fire Department Ambulance Report - October 2022

Item 7.b.

Runs by Ambulance

Primary Unit	Number of Runs	Year to Date
First Out Ambulance, Unit 2191	130	1,107
Second Out Ambulance, Unit 2192	31	182
Third Out Ambulance, Unit 2193	2	16
Engine Company, Unit 2121	1	8
Total	164	1,313

Mutual Aid

	Number of Runs	Year to Date
Provided	1	9
Received	2	7

Police calls generated by:		YTD
911 call	219	1,959
Officer initiated	585	6,534
Called general phone number	295	3,315
TOTAL	1,099	11,808
Breakdown of calls:		
ABANDONED VEHICLE	3	31
ACCIDENT	40	281
ALARMS	10	113
ALCOHOL OFFENSE	0	6
ANIMAL	25	352
ARSON	0	0
ASSISTS	131	1,328
ASSAULT	0	7
BURGLARY	1	11
CIVIL	2	16
CRIME PREVENTION	187	2,449
DAMAGE TO PROPERTY	13	68
DISTURBANCES	19	246
DOMESTIC	2	18
DRUGS	13	89
FINGERPRINTING	0	0
FIRE CALLS	11	108
FIREWORKS	0	22
FRAUD	10	72
HARASSMENT	4	52
HAZARD	13	124
JUVENILE	39	238
LOCKOUT	7	123
LOST & FOUND	14	147
MEDICAL	90	860
MISSING PERSON	2	7
OPEN DOOR	8	65
OPERATING WHILE INTOXICATED	2	30
ORDINANCE VIOLATIONS	6	166
PARKING	16	230
RECKLESS DRIVE COMPLAINT	28	244
SEX OFFENSE	4	43
SUICIDE; ATTEMPT, THREAT, COMPLETED	3	31
SUSPICIOUS PERSON, VEHICLE , SITUATION	33	435
THEFT	9	104
TRAFFIC	157	1,668
TRAFFIC SAFETY	3	210
TRESPASS	3	21
TRUANCY	0	9
VIOLATE COURT ORDER	4	42
WANTED PERSON OR APPREHENSION	6	63
WARNINGS	116	1,174
WEAPON	1	10
WELFARE CHECK	40	433
911 HANGUP/ASSIST	53	584
total	1,128	12,330

note- the difference between the totals is some calls have multiple offenses

**MUNICIPAL JUDGE
COURT REPORT**

OCTOBER

	2022	2021	2022 CUMULATIVE	2021 CUMULATIVE
FORFEITURES/MUNICIPAL ORDINANCE VIOLATIONS	\$4,921.85	\$4,517.97	\$39,265.60	\$66,264.82
MUNICIPAL COURT COSTS	\$2,048.42	\$1,944.36	\$18,474.61	\$26,727.42
PENALTY SURCHARGES	\$1,018.18	\$1,020.12	\$10,086.65	\$16,028.95
COUNTY JAIL SURCHARGES	\$519.20	\$503.82	\$4,876.80	\$7,218.13
DRIVER IMPROVEMENT SURCHARGES	\$515.05	\$767.80	\$7,523.23	\$12,692.08
CRIME LAB/DRUG ENFORCEMENT SURCHARGES	\$681.14	\$655.74	\$5,196.14	\$8,282.08
IGNITION INTERLOCK DEVICE SURCHARGE	\$19.95	\$0.00	\$369.95	\$100.00
SAFE RIDE PROGRAM	\$50.00	\$141.60	\$843.00	\$1,374.60
TOTAL	\$9,773.79	\$9,551.41	\$86,635.98	\$138,688.08

Clerk-Treasurer Daily Deposit Report

Date	Deposit	Balance
10/3/2022	\$64,464.73	\$94,564.73
10/3/2022	\$100.00	\$30,100.00
10/4/2022	\$2,778.40	\$32,803.40
10/4/2022	\$25.00	\$30,025.00
10/5/2022	\$16,320.40	\$47,647.07
10/5/2022	\$1,056.67	\$31,326.67
10/5/2022	\$130.00	\$30,130.00
10/6/2022	\$13,947.17	\$43,957.17
10/6/2022	\$10.00	\$30,010.00
10/7/2022	\$17,754.98	\$56,471.25
10/7/2022	\$8,691.27	\$38,716.27
10/7/2022	\$25.00	\$30,025.00
10/11/2022	\$16,924.29	\$53,901.19
10/11/2022	\$6,831.90	\$36,976.90
10/11/2022	\$130.00	\$30,145.00
10/11/2022	\$15.00	\$30,015.00
10/12/2022	\$17,372.80	\$47,743.80
10/12/2022	\$306.00	\$30,371.00
10/12/2022	\$65.00	\$30,065.00
10/13/2022	\$21,484.50	\$51,558.50
10/13/2022	\$74.00	\$30,074.00
10/14/2022	\$2,689.24	\$33,285.74
10/14/2022	\$408.50	\$30,596.50
10/14/2022	\$146.00	\$30,188.00
10/14/2022	\$42.00	\$30,042.00
10/17/2022	\$43,870.79	\$73,940.79
10/17/2022	\$70.00	\$30,070.00
10/18/2022	\$5,844.68	\$35,889.68
10/18/2022	\$45.00	\$30,045.00
10/19/2022	\$26,346.80	\$56,396.80
10/19/2022	\$50.00	\$30,050.00
10/20/2022	\$32,746.02	\$62,820.02
10/20/2022	\$65.00	\$30,074.00
10/20/2022	\$9.00	\$30,009.00
10/21/2022	\$5,583.33	\$36,811.37
10/21/2022	\$930.04	\$31,228.04
10/21/2022	\$298.00	\$30,298.00
10/24/2022	\$5,243.38	\$35,343.38
10/24/2022	\$100.00	\$30,100.00
10/25/2022	\$7,503.16	\$37,538.16
10/25/2022	\$35.00	\$30,035.00
10/26/2022	\$20,243.56	\$50,321.56
10/26/2022	\$40.00	\$30,078.00

Month: October

10/26/2022	\$38.00	\$30,038.00
10/27/2022	\$10,976.71	\$41,031.71
10/27/2022	\$55.00	\$30,055.00
10/28/2022	\$54,072.42	\$90,623.51
10/28/2022	\$474.75	\$36,551.09
10/28/2022	\$50.00	\$36,076.34
10/31/2022	\$26,656.89	\$56,994.89
10/31/2022	\$268.00	\$30,338.00
10/31/2022	\$70.00	\$30,070.00

Note: This deposit report includes all cash and checks that were handled/receipted in the clerk's office and deposited at close of business for the month indicated on the top of report



Monthly Building Permit Summary

Permit Issued Date from Projects feed: 10/01/2022 - 10/31/2022

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
Commercial Add-On / Remodel	22-000761	2700 Crooks Ave.	Cassidy Holdings LLC , Eric Hart - 920462	Eric Hart	10/05/2022 at 1:50 PM	\$ 3,755.00	92000	\$ 0	92000	
Commercial Add-On / Remodel	22-000770	2700 Crooks Ave.	Cassidy Holdings LLC , Eric Hart - 920462	Eric Hart	10/10/2022 at 1:34 PM	\$ 79.80	120	\$ 0	120	
Commercial Add-On / Remodel	22-001069	2700 Nothridge Dr.	Donald Diedrich - 9209487603, Plumbers & Steamfitters Local 400 - (920) 462-0400	Donald Diedrich	10/26/2022 at 7:26 AM	\$ 635.24	14006	\$ 0	14006	
Driveway permit	22-000896	1851 White Dove Ln.	Aaron Glendennig - 7154121593, Arlen Baumann		10/13/2022 at 6:58 AM	\$ 40.00		\$ 0	0	
Electrical Permit	22-000843	1505 Crooks Ave.	Harold C. Schmidt , Jake Hirsbrunner - 6085583842	Jake Hirsbrunner	10/10/2022 at 1:27 PM	\$ 40.00		\$ 39,000.00	0	
Electrical Permit	22-000852	801 Thillmany Rd.	City of Kaukauna , Michael Schmidt - 9203046348		10/07/2022 at 10:42 AM	\$ 2,324.50		\$ 1,300,000.00	1200	
Electrical Permit	22-000870	111 Plank Rd., 100 & 110	Dutch Boys Development Developers - (402) 658-1425, Greg Werchek - 9203364648	Greg Werchek	10/06/2022 at 1:44 PM	\$ 84.28		\$ 12,903.00	988	
Electrical Permit	22-000873	1160 High St.	Grant Waters - 9205721085, Ruth Collins	Grant Waters	10/06/2022 at 2:23 PM	\$ 49.00		\$ 1,500.00	400	
Electrical Permit	22-000875	120 Sunny Meadows Dr.	Andy Dederig - 9208581339, Craig Schultz		10/07/2022 at 12:28 PM	\$ 85.00		\$ 5,000.00	1000	

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
Electrical Permit	22-000878	2341 Campfire Ct.	DERCKS BUILDERS & INC , Kevin Schuh - 9205407727	Kevin Schuh	10/07/2022 at 12:17 PM	\$ 263.98		\$ 10,000.00	3983	
Electrical Permit	22-000882	2407-2409 Welhouse Dr.	Jon Verstegen , Rick Nickel - 9204981354	Rick Nickel	10/10/2022 at 6:56 AM	\$ 245.80		\$ 21,000.00	3680	
Electrical Permit	22-000884	400 W 10th St.	Dj Enterprises Of Fox Valley , Michael Cygan - 9204123114	Michael Cygan	10/10/2022 at 2:15 PM	\$ 122.00		\$ 9,000.00	0	
Electrical Permit	22-000897	1850 White Dove Lane	Patrick Jensen - 9208608110	Patrick Jensen	10/13/2022 at 11:21 AM	\$ 253.00		\$ 8,000.00	3800	
Electrical Permit	22-000899	2031 Antelope Trl.	K&B Developments Inc , Kevin Schuh - 9205407727	Kevin Schuh	10/13/2022 at 11:07 AM	\$ 288.40		\$ 9,000.00	4390	
Electrical Permit	22-000903	2022 Antelope Trl.	Stephen Arnoldussen - 9207385885	Stephen Arnoldussen	10/14/2022 at 11:07 AM	\$ 261.22		\$ 11,600.00	3937	
Electrical Permit	22-000904	1891 Antelope Trl.	Andy Van Wychen - (920) 809-0081, Nick KAMPO - 9207308556	Nick KAMPO	10/14/2022 at 12:19 PM	\$ 115.00		\$ 9,000.00	0	
Electrical Permit	22-001078	2310 Campfire Ct.	Jeff Widmann - 9208503224, Max Lassee	Jeff Widmann	10/26/2022 at 10:55 AM	\$ 234.58		\$ 6,000.00	3493	
Electrical Permit	22-001079	2320 Campfire Ct.	Jeff Widmann - 9208503224	Jeff Widmann	10/26/2022 at 11:01 AM	\$ 229.48		\$ 6,000.00	3408	
Fence Permit	22-000869	2801 Hendricks Ave.	Matt Paar		10/05/2022 at 8:19 AM	\$ 45.00		\$ 0	0	

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Fence Permit	22-000883	313 W 13th St.	Greg Schultz - 9208400552, Thomas Carter		10/12/2022 at 11:59 AM	\$ 45.00		\$ 0	0	
Fence Permit	22-000885	400 W Division St.	KOBI Properties LLC		10/10/2022 at 3:09 PM	\$ 45.00		\$ 0	0	
Fence Permit	22-000892	440 Green Haven Ln.	Duane & Nancy Van Toll - 9207407769		10/12/2022 at 12:09 PM	\$ 45.00		\$ 0	0	
Fence Permit	22-000893	1971 White Dove Ln.	Jenny Harris - 9205408214		10/20/2022 at 2:36 PM	\$ 45.00		\$ 0	0	
Fence Permit	22-000905	415 W 17th St.	Kenneth J. Kavanaugh		10/14/2022 at 12:50 PM	\$ 45.00		\$ 0	0	
Fence Permit	22-001072	1102 Desnoyer St.	Nicholas J. Hoffman		10/21/2022 at 10:47 AM	\$ 45.00		\$ 0	0	
Fence Permit	22-001076	2161 Antelope Trl.	Donald Dobrin - 7757410306		10/25/2022 at 1:28 PM	\$ 45.00		\$ 0	0	
Fence Permit	22-001090	628 Alyssa St.	Cynthia M. Hietpas		10/28/2022 at 9:35 AM	\$ 45.00		\$ 0	0	
Fence Permit	22-001091	860 East Line Rd.	TJ Utschig - 9207570999		10/28/2022 at 9:48 AM	\$ 45.00		\$ 0	0	
Fence Permit	22-001094	508 Wildwood Dr.	Craig Spieth - 7152039621		10/28/2022 at 3:21 PM	\$ 45.00		\$ 0	0	
Mechanical Permit	22-000762	210 Nikki Ln.	Nick Kampo		10/14/2022 at 10:05 AM	\$ 120.24		\$ 10,000.00	2381	

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Mechanical Permit	22-000858	600 CTY Hwy KK	Mike Christensen - 9207313002	Mike Christensen	10/06/2022 at 1:33 PM	\$ 530.00		\$ 72,000.00	6000	
Mechanical Permit	22-000872	3543 Ridgecrest Lane	Pat Randerson - 9208331924	Pat Randerson	10/06/2022 at 2:17 PM	\$ 136.16		\$ 10,000.00	2779	
Mechanical Permit	22-000879	120 Sunny Meadows Dr.	Craig Schultz , Dan Koester - 9207334913	Dan Koester	10/07/2022 at 1:12 PM	\$ 30.00		\$ 1,599.00	1000	
Mechanical Permit	22-000889	1128 Harrison St.	Dan - 9204357111, Gould Irrev Real Estate Trust	Dan	10/12/2022 at 6:41 AM	\$ 35.00		\$ 16,500.00	0	
Mechanical Permit	22-000898	211 Seymour St.	David & Susan Mory - (715) 572-0185, Kirk Knight - 9207579990	Kirk Knight	10/13/2022 at 11:00 AM	\$ 35.00		\$ 3,000.00	0	
Mechanical Permit	22-000908	1113 Harrison St.	- (920) 494-8800		10/18/2022 at 8:16 AM	\$ 70.00		\$ 5,884.00	0	
Mechanical Permit	22-000909	1960 White Dove Ln.	John Kramer - 9207887200	John Kramer	10/19/2022 at 7:20 AM	\$ 149.16		\$ 8,000.00	3104	
Mechanical Permit	22-000912	2407-2409 Welhouse Dr.	Jon Verstegen , Timothy Menger - 9203381818	Timothy Menger	10/19/2022 at 7:59 AM	\$ 161.00		\$ 24,676.00	3400	
Mechanical Permit	22-000913	2417-2419 Welhouse Dr.	Jon Verstegen , Timothy Menger - 9203381818	Timothy Menger	10/19/2022 at 8:16 AM	\$ 161.00		\$ 24,676.00	3400	
Mechanical Permit	22-000914	2411-2413 Welhouse Dr.	Jon Verstegen , Timothy Menger - 9203381818	Timothy Menger	10/19/2022 at 8:22 AM	\$ 161.00		\$ 24,676.00	3400	

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Mechanical Permit	22-001074	524 Paul Dr.	Kirk Knight - 9207579990, Timothy S. McClure	Kirk Knight	10/25/2022 at 6:33 AM	\$ 35.00		\$ 5,000.00	0	
New Commercial Building	22-000855	801 Thillmany Rd.	City of Kaukauna		10/06/2022 at 2:08 PM	\$ 207.00	1300	\$ 0	1300	
New Commercial Building	22-001075	1600 Badger Rd.	- (920) 833-6465		10/25/2022 at 7:04 AM	\$ 497.50	3375	\$ 0	3375	
New Home Permit	22-000890	2022 Antelope Trl.	- (920) 993-1520		10/14/2022 at 10:23 AM	\$ 2,119.66	3937	\$ 0	3937	
New Home Permit	22-001064	2940 S Weiler Rd.	Max Lasee - 9206093754	Max Lasee	10/26/2022 at 12:27 PM	\$ 1,979.62	3159	\$ 0	3159	
Plumbing Lateral Permit	22-000886	2231 Antelope Trl.	Jane Stiles , Ross Schmechel - 9207886248	Ross Schmechel	10/11/2022 at 2:10 PM	\$ 105.00		\$ 0	0	
Plumbing Lateral Permit	22-000894	2022 Antelope Trl.	Van Vreede - 9207074629, K&B Developments Inc	Van Vreede	10/12/2022 at 1:51 PM	\$ 105.00		\$ 1,500.00	0	
Plumbing Lateral Permit	22-000915	414 W 6th St.	Clifford Straehly , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:24 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000933	2940 S Weiler Rd.	Ross Schmechel - 9207886248	Ross Schmechel	10/19/2022 at 1:24 PM	\$ 105.00		\$ 0	0	
Plumbing Lateral Permit	22-000941	601 W Wisconsin Ave.	Kirk Popp - 9207599775, Mark J. Kalupa	Kirk Popp	10/31/2022 at 2:04 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000942	705 W Wisconsin Ave.	Kirk Popp - 9207599775, Thomas A. Zwicker	Kirk Popp	10/31/2022 at 2:02 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000943	715 W Wisconsin Ave.	Kenneth A. Schoenike , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:59 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000944	710 W Wisconsin Ave.	Gary A. Garbisch , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:57 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000945	807 W Wisconsin Ave.	Kirk Popp - 9207599775, Laura C. Brackman , Steve DeBore - (920) 540-3476	Kirk Popp	10/31/2022 at 1:55 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000946	605 W Wisconsin Ave.	Kirk Popp - 9207599775, Kurt R. Sedo	Kirk Popp	10/31/2022 at 1:52 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000947	400 Whitney St.	Kirk Popp - 9207599775, Linda Haase	Kirk Popp	10/31/2022 at 1:49 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000948	514 Whitney St.	Christopher Vanrooy , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:45 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000950	520 Whitney St.	Kirk Popp - 9207599775, Larry W. Coons	Kirk Popp	10/31/2022 at 1:41 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000951	216 W Wisconsin Ave.	Brooke L. Joosten , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:39 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000952	608 W Wisconsin Ave.	Kirk Popp - 9207599775, Richard J. Penterman	Kirk Popp	10/31/2022 at 1:37 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000953	301 W Wisconsin Ave.	David Baehr - (608) 213-6686, Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:35 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000954	405 W Tobacnoir St.	David J. Verboomen , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:33 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000955	523 Whitney St.	Brandon Roohr , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:31 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000956	301 Whitney St.	Dana King , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:29 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000957	312 Whitney St.	Kathleen M. Vandenberg , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:24 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000958	407 Whitney St.	Francis L. Wolfinger , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 1:03 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000959	414 Whitney St.	Kirk Popp - 9207599775, Ross VanDynHoven - (920) 360-4533	Kirk Popp	10/31/2022 at 1:01 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000960	417 Whitney St.	Kirk Popp - 9207599775, Timothy D. Kilgas	Kirk Popp	10/31/2022 at 12:58 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000961	429 Whitney St.	Debbie L. Niesz , Kirk Popp - 9207599775	Kirk Popp	10/31/2022 at 12:25 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000962	910 Wilson St.	Kirk Popp - 9207599775, Remodeling Specialty	Kirk Popp	10/28/2022 at 12:59 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000963	927 Wilson St.	Joan K. Scherer , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:57 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000964	910 Wilson St.	Kirk Popp - 9207599775, Remodeling Specialty	Kirk Popp	10/28/2022 at 12:55 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000965	943 Wilson St.	Kirk Popp - 9207599775, Kwik Investments Inc	Kirk Popp	10/28/2022 at 12:52 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000966	921 Wilson St.	Bossart Irrev Real Est Trust - (920) 766-1328, Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:48 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000967	902 Wilson St.	Kirk Popp - 9207599775, Victor J. Schmitt	Kirk Popp	10/28/2022 at 12:47 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000968	304 Dixon St.	Dan D. Vandenwyngaard , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:44 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000969	914 Wilson St.	Justin P. Kulow , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:42 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000970	935 Wilson St.	Kim M. Preissner , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:40 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000971	939 Wilson St.	Kirk Popp - 9207599775, Shannan L. Vandehey	Kirk Popp	10/28/2022 at 12:38 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000972	905 Wilson St.	Kirk Popp - 9207599775, Nancy M. Brockman	Kirk Popp	10/28/2022 at 12:36 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000973	430 Whitney St.	Annette M. Craney , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 12:34 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000974	508 Whitney St.	Christy L. Onkels , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 10:32 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000975	507 Whitney St.	Dennis Meinert , Kirk Popp - 9207599775	Kirk Popp	10/28/2022 at 10:29 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000976	430 Whitney St.	Annette M. Craney , Kirk Popp - 9207599775	Kirk Popp	10/26/2022 at 7:24 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000977	308 Whitney St.	Craig S. Verhagen , Kirk Popp - 9207599775	Kirk Popp	10/25/2022 at 1:36 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000978	416 Klein St.	James L. Bieritz Jr , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 2:11 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000979	406 Klein St.	Deanna (Le M. Bear , Kirk Popp - 9207599775, Wendy - Deanna/Weber - Baer	Kirk Popp	10/24/2022 at 2:08 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000980	401 Klein St.	Brandon & Katie Ellis - (920) 903-0633, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 2:05 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000981	313 Klein St.	Kirk Popp - 9207599775, Ralph Klarer	Kirk Popp	10/24/2022 at 2:03 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000982	211 Kenneth St.	Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 2:01 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000983	201 Kenneth Ave.	Kirk Popp - 9207599775, Sonya K. Cross	Kirk Popp	10/24/2022 at 1:59 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000984	217 Gertrude St.	Debra M. Wiegert , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:57 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000985	612 George St.	Donald P. Biselx Jr , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:56 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000987	497 Foerster Ave.	Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:47 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000988	305 Eden Ave.	John W. Neumeier III , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:46 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000989	409 Eden Ave.	Kirk Popp - 9207599775, Oleta J. Haen	Kirk Popp	10/24/2022 at 1:44 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000990	405 Eden Ave.	Kirk Popp - 9207599775, Mary Lou Gerard	Kirk Popp	10/24/2022 at 1:42 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000991	317 Eden Ave.	James E. Blair , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:40 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000992	111 E Ducharme St.	Kati Kersten , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:38 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000993	501 Draper St.	Joshua J. Woerishofer , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:36 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-000994	712 Draper St.	Jennifer & Jordon Strean - (920) 371-5016, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:33 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000995	709 Dodge St.	Kirk Popp - 9207599775, Mark A. Vanelsen	Kirk Popp	10/24/2022 at 1:30 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000996	717 Dodge St.	Kirk Popp - 9207599775, Trevor Magnuson	Kirk Popp	10/24/2022 at 1:28 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000997	311 Dodge St.	Cody Huebner - (920) 461-6916, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:26 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000998	300 Dodge St.	Kirk Popp - 9207599775, Trina L. Vanhandel	Kirk Popp	10/24/2022 at 1:20 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-000999	505 Desnoyer St.	Kirk Popp - 9207599775, Margaret R. Veldman	Kirk Popp	10/24/2022 at 1:16 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001000	1102 Desnoyer St.	Kirk Popp - 9207599775, Nicholas J. Hoffman	Kirk Popp	10/24/2022 at 1:14 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001001	1105 Desnoyer St.	Kirk Popp - 9207599775, Susan M. Bergeron	Kirk Popp	10/24/2022 at 1:12 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001002	312 Desnoyer St.	Jay Hansen Investments LLC - (920) 470-1977, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:10 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001003	408 Depot St.	Bradley M. Suehring , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:08 PM	\$ 0		\$ 0	0	

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
Plumbing Lateral Permit	22-001004	200 Depot St.	Brian T. Smits , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:06 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001005	1206 Crooks Ave.	Gerold L. Johnson , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:04 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001006	1205 Crooks Ave.	Douglas J. Marheine , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 1:02 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001007	409 Crooks Ave.	Kirk Popp - 9207599775, P&M Enterpr of Kaukauna LLC	Kirk Popp	10/24/2022 at 12:58 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001008	405 Crooks Ave.	Dave Dickenson - (920) 540-6372, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:55 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001009	302 Catherine St.	Kirk Popp - 9207599775, Roger E. Konitzer	Kirk Popp	10/24/2022 at 12:53 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001010	801 Blackwell St.	Kirk Popp - 9207599775, Mark Zierler	Kirk Popp	10/24/2022 at 12:51 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001011	707 Blackwell St.	Kenneth L. Meyer , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:48 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001012	903 Boyd Ave.	Kirk Popp - 9207599775, Shawn M. Vandenberg	Kirk Popp	10/24/2022 at 12:45 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001013	800 Crooks Ave.	Dave VanGroll - (920) 515-3326, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:43 PM	\$ 0		\$ 0	0	

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
Plumbing Lateral Permit	22-001014	915 Crooks Ave.	Edward J. Binsfeld , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:41 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001015	611 Crooks Ave.	Kirk Popp - 9207599775, Thomas L. Roohr	Kirk Popp	10/24/2022 at 12:38 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001016	1104 Desnoyer St.	Kevin Skolos , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:36 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001018	507 Foerster Ave.	Joseph Donovan , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:33 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001019	601 Kenneth Ave.	David S. Welch , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:29 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001020	312 Klein St.	Glen P. Hartjes , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:27 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001021	400 Klein St.	Kirk Popp - 9207599775, Thomas J. Vandersteen	Kirk Popp	10/24/2022 at 12:25 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001022	417 Klein St.	Bernard R. Kempen , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:23 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001023	424 Klein St.	Jon J. Paris , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 12:21 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001024	425 Klein St.	Kirk Popp - 9207599775, Travis Vancamp	Kirk Popp	10/24/2022 at 12:19 PM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-001025	501 Main Ave.	Kirk Popp - 9207599775, Steven Westgor	Kirk Popp	10/24/2022 at 12:18 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001026	710 Main Ave.	Kirk Popp - 9207599775, Ross A. Leitermann	Kirk Popp	10/24/2022 at 8:06 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001027	409 Park St.	Drew & Holly Fitzgerald - (920) 893-4772, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 8:04 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001028	410 Park St.	Daniel A. Johnson , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 8:02 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001029	309 Reaume Ave.	Kirk Popp - 9207599775, Theresa M. Vanderaa	Kirk Popp	10/24/2022 at 8:00 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001030	907 Roosevelt St.	Germaine St Arnold , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:58 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001031	906 Roosevelt St.	Barbara E. Emmer , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:56 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001032	906 Taft St.	Kirk Popp - 9207599775, Pamela Boldt	Kirk Popp	10/24/2022 at 7:54 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001033	117 W 4th St.	Kirk Popp - 9207599775, Ross A. Leitermann	Kirk Popp	10/24/2022 at 7:52 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001034	400 W 6th St.	Kevin J. Green , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:50 AM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-001035	406 W 6th St.	Cheryl A. Sass , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:48 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001036	101 W 3rd St.	Kirk Popp - 9207599775, Mary A. Hoffman	Kirk Popp	10/24/2022 at 7:43 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001037	323 W 3rd St.	Dale J. Frank - (920) 759-1195, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:41 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001038	333 W 3rd St.	a-Zached Rental LLC , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:39 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001039	331 W 3rd St.	David J. Gerend , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:37 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001040	303 W 4th St.	Earl W. Sicard , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:35 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001041	327 W 3rd St.	Kirk Popp - 9207599775, Lyle L. Fink	Kirk Popp	10/24/2022 at 7:24 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001042	311 W 3rd St.	James Mcdaniel , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:22 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001043	307 W 3rd St.	Kirk Popp - 9207599775, Mischler Holdings LLC	Kirk Popp	10/24/2022 at 7:18 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001044	303/305 W 3rd St.	Kirk Popp - 9207599775, Mischler Holdings LLC	Kirk Popp	10/24/2022 at 7:15 AM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-001045	901 Taft St.	Jessica Brownson , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:13 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001046	919 Roosevelt St.	Fisher Irrev Real Estate Trust , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:10 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001047	319 Reaume Ave.	James C. Vanderaa , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:08 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001048	425 Park St.	Future's Beginning LLC , Jessi & Jon Remmenga - (920) 759-0685, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:05 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001049	422 Park St.	Joshua J. Marshall , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 7:03 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001050	412 Park St.	Kirk Popp - 9207599775, Robert J. Sprangers	Kirk Popp	10/24/2022 at 7:01 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001051	405 Park St.	Kimberly Wadington , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:59 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001052	404 Park St.	Brent Zerkel - (920) 288-7121, Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:57 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001053	429 Park St.	Brian R. Roebke , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:55 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001054	423 Park St.	Kirk Popp - 9207599775, Nathan Schmidt	Kirk Popp	10/24/2022 at 6:52 AM	\$ 0		\$ 0	0	

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Plumbing Lateral Permit	22-001055	418 Park St.	Kirk Popp - 9207599775, Robert C. Patschke	Kirk Popp	10/24/2022 at 6:50 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001056	708 Metoxen Ave.	Jason R. Green , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:46 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001057	600 Main Ave.	Jeff Kuchelmeister , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:44 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001058	411 Main Ave.	Kirk Popp - 9207599775, Kurt M. Kazik	Kirk Popp	10/24/2022 at 6:42 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001059	410 Main Ave.	Kirk Popp - 9207599775, P&M Enterprises Kaukauna LLC Mark Simon - Reg. Agent , Shawn & Janet Sullivan	Kirk Popp	10/24/2022 at 6:41 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001060	319 Lawe St.	Amada Septimo , Kirk Popp - 9207599775	Kirk Popp	10/24/2022 at 6:37 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001061	318 Klein St.	Kirk Popp - 9207599775, Nickolas Schmitt	Kirk Popp	10/24/2022 at 6:35 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001062	429 Klein St.	Kirk Popp - 9207599775, Melissa A. Boehnlein	Kirk Popp	10/21/2022 at 12:00 PM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001063	421 Klein St.	Kirk Popp - 9207599775, Smith, Beverly M Irrv Re Trst	Kirk Popp	10/21/2022 at 6:59 AM	\$ 0		\$ 0	0	
Plumbing Lateral Permit	22-001068	211 Nikki Ln.	Schumacher EJ - 9208513827		10/21/2022 at 6:45 AM	\$ 105.00		\$ 2,500.00	0	

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Plumbing Permit	22-000633	2411-2413 Welhouse Dr.	Craig Baumgart - 9207889983, Jon Verstegen	Craig Baumgart	10/10/2022 at 7:29 AM	\$ 238.20		\$ 24,800.00	0	
Plumbing Permit	22-000871	1970 White Dove Ln.	Arlen Baumann , Tim Rausch - 9208309222	Tim Rausch	10/06/2022 at 2:05 PM	\$ 209.04		\$ 11,150.00	0	
Plumbing Permit	22-000874	120 Sunny Meadows Dr.	Brian Rebman - 9202576202, Craig Schultz	Brian Rebman	10/07/2022 at 12:27 PM	\$ 45.00		\$ 5,000.00	0	
Plumbing Permit	22-000880	2310 Campfire Ct.	Max Lassee , Tim Rausch - 9208309222	Tim Rausch	10/10/2022 at 6:44 AM	\$ 185.32		\$ 11,500.00	0	
Plumbing Permit	22-000881	2320 Campfire Ct.	Tim Rausch - 9208309222	Tim Rausch	10/10/2022 at 6:50 AM	\$ 186.28		\$ 11,500.00	0	
Plumbing Permit	22-000891	2817 Hendricks Ave.	Mandi S. Drown , Tundraland Improvments - 9207344786	Tundraland Improvments	10/14/2022 at 10:16 AM	\$ 70.00		\$ 0	0	
Plumbing Permit	22-000906	1850 White Dove Lane	Tim Rausch - 9208309222	Tim Rausch	10/17/2022 at 6:58 AM	\$ 452.64		\$ 11,450.00	0	
Plumbing Permit	22-000911	3055 Crooks Ave.	Kirk Knight - 9207579990, Nate Earl - (920) 636-3744	Kirk Knight	10/19/2022 at 7:30 AM	\$ 35.00		\$ 6,000.00	0	
Plumbing Permit	22-001067	2022 Antelope Trl.	Derek Schaffer - 9202305933, K&B Developments Inc	Derek Schaffer	10/21/2022 at 6:39 AM	\$ 213.04		\$ 15,800.00	0	
Plumbing Permit	22-001073	707 Lincoln Ave.	Lisa Schmitz , William Thern - 9202026826	William Thern	10/26/2022 at 7:17 AM	\$ 55.00		\$ 0	0	
Plumbing Permit	22-001080	1117 Ridge Ct.	Terry Van Asten - 9204192274		10/28/2022 at 6:30 AM	\$ 193.78		\$ 21,000.00	0	

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Plumbing Permit	22-001085	2940 S Weiler Rd.	Tim Rausch - 9208309222	Tim Rausch	10/28/2022 at 6:35 AM	\$ 180.36		\$ 11,500.00	0	
Plumbing Permit	22-001097	149 St. Mary's Pl.	Edward Turek - 9207310462, Terrance D. Welter	Edward Turek	10/31/2022 at 10:12 AM	\$ 30.00		\$ 1,635.00	0	
Residential Accessory Building	22-000656	1001 State St.	Owner - 9205555555, Dave Vander Loop	Owner	10/06/2022 at 1:22 PM	\$ 50.00	696	\$ 0	696	
Residential Accessory Building	22-000657	1001 State St.	Owner - 9205555555, Dave Vander Loop	Owner	10/06/2022 at 1:25 PM	\$ 55.00	170	\$ 0	170	
Residential Accessory Building	22-000859	591 Elm Dr.	Jeff Rice - 7153599400, WE Energies		10/06/2022 at 1:54 PM	\$ 50.00	240	\$ 0	240	
Residential Accessory Building	22-000861	612 W 9th St.	James Koontz - 9204624001, James Van Vreede		10/06/2022 at 1:10 PM	\$ 55.00	80	\$ 0	80	
Residential Accessory Building	22-000876	1851 White Dove Ln.	Aaron Glendenning - 7154121593, Arlen Baumann		10/07/2022 at 1:32 PM	\$ 55.00	49	\$ 0	49	
Residential Accessory Building	22-001065	229 Jefferson St.	Diane E. Gunderson , Sam Coenen - 9209150568		10/21/2022 at 6:32 AM	\$ 55.00	48	\$ 0	48	
Residential Add-On / Remodel	22-000805	707 Lincoln Ave.	Gregory VerKuilen - 9208512012, Lisa Schmitz		10/06/2022 at 1:12 PM	\$ 624.60	240	\$ 120,000.00	240	
Residential Add-On / Remodel	22-000832	913 Draper St.	Joey Grundy - 9205151756		10/19/2022 at 6:55 AM	\$ 40.00	0	\$ 2,000.00	0	

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
Residential Add-On / Remodel	22-000862	120 Sunny Meadows Dr.	Craig Schultz , Jason Buckoski - 9205402868	Jason Buckoski	10/07/2022 at 12:25 PM	\$ 330.00	1000	\$ 55,000.00	1000	
Residential Add-On / Remodel	22-000863	2716 Glenview Ave.	Clint Sheufelt - 2243260570, Dean Ostrander	Clint Sheufelt	10/21/2022 at 6:23 AM	\$ 405.60	140	\$ 77,000.00	140	
Residential Add-On / Remodel	22-000864	1605 Peters Rd.	Michael Lathrop - 9517336392, Troy Blob		10/31/2022 at 7:23 AM	\$ 40.00	0	\$ 500.00	0	
Residential Add-On / Remodel	22-000901	106 E Tobacnoir St.	Alex Page - 9205792826, James R. Kirk	Alex Page	10/14/2022 at 7:43 AM	\$ 40.00	0	\$ 5,000.00	0	
Residential Add-On / Remodel	22-000902	2231 White Wolf Ln.	Ben Cooksey , Elegant Homes	Ben Cooksey	10/14/2022 at 8:33 PM	\$ 87.00	800	\$ 8,000.00	800	
Residential Add-On / Remodel	22-000910	1200 Ducharme St.	Heather Vande Burgt - 9202133499, Michael Havinga	Heather Vande Burgt	10/24/2022 at 12:02 PM	\$ 42.50	0	\$ 5,500.00	0	
Residential Add-On / Remodel	22-001083	429 Park St.	Brian R. Roebke , Lloyd Vosters - 9204283176	Lloyd Vosters	10/27/2022 at 7:14 AM	\$ 40.00	0	\$ 0	0	
Sign Permit	22-000868	625 Hyland Ave.	Kvc Real Estate LLC		10/05/2022 at 12:23 PM	\$ 40.00		\$ 0	0	
Sign Permit	22-001084	175 W Wisconsin Ave.	Chris Berkers , Tim Lau		10/27/2022 at 1:47 PM	\$ 40.00		\$ 0	0	

AVERAGE

TEMPLATE NAME	PERMIT NUMBER	PROJECT ADDRESS	PROJECT CONTACTS DETAILS	COLLABORATORS	PERMIT ISSUED DATE	PROJECT FEES PAID	SQUARE FOOTAGE (BUILDING)	PROJECT VALUATION	PROJECT SQUARE FEET	EST. BUILDING COST
						\$ 102.96	606.80			
TOTAL						200 \$ 20,591.98	121,360.00			



Policy Number: 2128730

Date Entered: 9/6/2022

Item 7.g.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/_7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associates Insurance Agency, Ltd. 101 Bohemia Dr. P.O. Box 817 Denmark, WI 54208	CONTACT NAME: Marv Zeamer	FAX (A/C, No): (920) 863-8865
	PHONE (A/C, No, Ext): (920) 863-3761	
	E-MAIL ADDRESS: Associns@associnsltd.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual	
INSURED L&M Carriage Service Michael & Denise Gildernick 3140 Mid Valley Dr. DePere, WI 54115	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			2128730	9/4/2022	9/4/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Excluded
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Grignon Home events

cmickelson@kaukauna-wi.org

CERTIFICATE HOLDER**CANCELLATION**

City of Kaukauna 144 W 2nd St Kaukauna, WI 54130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Betty Clow

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ACORD 25 (2016/03)

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MEMO

GRIGNON MANSION

To: Health and Recreation Committee
From: Cassidy Mickelson, Grignon Mansion Executive Director
Date: November 15, 2022
Re: Temporary allowance of horses at Lower Grignon Park – December 3 & 10, 2022

I am requesting that live animals be permitted at Lower Grignon Park during the Grignon Mansion Christmas Tours on Saturday, December 3rd, and Saturday, December 10th, from 2 PM – 7 PM. Along with a historic holiday tour and activities inside, this event offers horse-drawn wagon rides for guests. The loop traveled by the horses goes around the soccer fields and only occurs if the weather permits. Attached is the certificate of liability insurance from L & M Carriage Service, who will be providing the wagon rides.



RESOLUTION NO. 2022-5363**RESOLUTION DESIGNATING APPROPRIATIONS AND LEVYING A TAX
FOR THE 2023 BUDGET OF THE CITY OF KAUKAUNA**

BE IT HEREBY RESOLVED, by the City Council of the City of Kaukauna, Wisconsin, that there hereby be appropriated out of the receipts of the City of Kaukauna for the year 2023, including monies received from the general property tax levy, as described in attached budget schedules for General Fund, 1000 Islands Environmental Center, Debt Service Fund, Grignon Mansion Fund, Special Assessment / Debt Stabilization Fund, Sanitary Sewer Utility Fund and Storm Water Utility Fund the amounts shown in said attached Schedules.

BE IT FURTHER RESOLVED, that the following be and is hereby declared the tax levy for 2022, collected in 2023, upon all taxable property within the City of Kaukauna as returned by the Assessor in the year 2022, for the uses and purposes as set forth in said budget, and that all taxing officers of the City are hereby authorized and directed to spread the tax upon the current tax roll of the City of Kaukauna.

1. There is levied upon the taxable property of the City of Kaukauna for the General Fund, the sum of \$7,562,310.
2. There is levied upon the taxable property of the City of Kaukauna for the 1000 Islands Environmental Center, the sum of \$0.
3. There is levied upon the taxable property of the City of Kaukauna for debt service, all bonds and notes legally required, the sum of \$4,222,817.
4. There is levied upon the taxable property of the City of Kaukauna for Grignon Mansion, the sum of \$0.
5. There is levied upon the taxable property of the City of Kaukauna for Nelson Crossing, the sum of \$3,500.
6. There is levied upon the taxable property of the City of Kaukauna for the Park & Pool Capital Improvement Fund, the sum of \$500,000.

Introduced and adopted this the 15th day of November, 2022

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Sally A. Kenney, Clerk

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Introduced and adopted this the 15th day of November, 2022

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Sally A. Kenney, Clerk

ORDINANCE NO. 1869-2022

AN ORDINANCE REZONING 1302 MOON RIDGE COURT FROM RESIDENTIAL SINGLE-FAMILY DISTRICT TO RESIDENTIAL TWO-FAMILY DISTRICT

WHEREAS, the Common Council of the City of Kaukauna, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the **15th of November, 2022** at 7:00 p.m., and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of Kaukauna, Wisconsin, do ordain as follows:

SECTION 1: That the following described property:

ALL OF LOT TWELVE (12), OF MOON RIDGE MEADOWS SUBDIVISION AS RECORDED IN PLAT 76282, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

Shall be and the same is hereby rezoned from the present zoning classification of Residential Single Family District to Residential Two-Family District, as set forth in and regulated by the provisions of §17.18 of the Kaukauna Zoning Code, conditioned upon compliance with the approval conditions of the Plan Commission, if any, and the provisions of Chapter 17, Kaukauna Municipal Code.

SECTION 2: That the Clerk is directed to amend the City of Kaukauna Zoning Map in conformity with the provisions of this ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed.

SECTION 4: That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of Kaukauna, Wisconsin, on this 15th day of November, 2022.

APPROVED:

Anthony J. Penterman, Mayor

ATTEST:

Sally A. Kenney, City Clerk

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** 10/25/2022 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~**
3 The Buyer, DC Holdings, LLC, a Minnesota limited liability company, and or assigns,
4 offers to purchase the Property known as 2 acres +/- of vacant land located within Parcel 322095700
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Kaukauna,
8 County of Outagamie Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is \$39,000 per acre for 2 acres +/-
10 Dollars (\$ 78,000.00 -----).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None
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: N/A
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 11/30/2022.
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on or before June 15th, 2023
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
50 City of Kaukauna) **~~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 686).

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 180 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

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

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

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

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

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

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

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

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

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 90 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 2 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

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

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

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

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

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

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

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

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

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

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

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

This contingency shall be deemed satisfied unless Buyer, within 180 days ("15" if left blank) after acceptance, delivers 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 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

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

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

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

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

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

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

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

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

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

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____

no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

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

(2) Written waiver of _____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____

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

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

☐ **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

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

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

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

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

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

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

☐ _____

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

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

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

TITLE EVIDENCE

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 This offer is contingent upon the buyer and seller entering a mutually agreed upon TIF development agreement on or
652 before the closing date

653 This offer is contingent on a Certified Survey Map, at sellers expense, being provided to the buyer legally defining the
654 the development area

655 Subject to to approval by the Mayor of the City of Kaukauna

656
657 Subject to the buyer obtaining the proper bank financing, a proforma that indicates project viability, and an appraisal,
658 \$5,000 refundable down payment will be given to the City of Kaukauna on or before November 30th, 2022. This
659 will count towards the balance of the sale cost or be refunded to the buyer if the above conditions are not met.

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DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 668-683.

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

Name of Seller's recipient for delivery, if any: Joe Stephenson, City of Kaukauna Director of Planning

Name of Buyer's recipient for delivery, if any: Anthony Dignman, President of DC Holdings LLC

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

Seller: () Buyer: ()

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

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

Address for Seller:

Address for Buyer:

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

Email Address for Seller:

Email Address for Buyer:

PERSONAL DELIVERY/ACTUAL RECEIPT

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

This Offer was drafted by [Licensee and Firm]

(x) Buyer's Signature ▲ Print Name Here ► Date ▲

(x) Buyer's Signature ▲ Print Name Here ► Date ▲

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

(x) Seller's Signature ▲ Print Name Here ► Date ▲

(x) Seller's Signature ▲ Print Name Here ► Date ▲

This Offer was presented to Seller by [Licensee and Firm]

on at a.m./p.m.

This Offer is rejected This Offer is countered [See attached counter]

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲