



City of Appleton

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

Meeting Agenda - Final Community & Economic Development Committee

Wednesday, October 13, 2021

4:30 PM

Council Chambers, 6th Floor

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

[21-1380](#) CEDC Minutes from 9-22-21

Attachments: [CEDC Minutes 9-22-21.pdf](#)

4. Public Hearings/Apearances

5. Action Items

[21-1381](#) ****CRITICAL TIMING**** Request to approve the Offer to Purchase from Hayden Properties, LLC and/or its assigns to purchase Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00, comprising a total of approximately 30.44 acres, at a purchase price of \$1,156,720.00 (\$38,000 per acre)

Attachments: [Hayden Properties LLC OTP Memo_10-13-21.pdf](#)

[Hayden Properties OTP 9-29-21.pdf](#)

[SouthpointCommerceParkMap_SubjectParcel_10_2021.pdf](#)

[SPCP Deed Restrictions.pdf](#)

[21-1382](#) The Community and Economic Development Committee may go into closed session pursuant to State Statute §19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lots 26, 27, 28 and 29 Southpoint Commerce Park Plat No. 3 and Lot 1 of CSM 3609 and then reconvene into open session

6. Information Items

[21-1384](#) 2022 Community & Economic Development Department Budget

Attachments: [2022 Budget Overview Letter from Mayor.pdf](#)
[2022 Community Economic Devel.pdf](#)
[2022 Community Development Grants.pdf](#)
[2022 Community Devel Capital Projects Fund.pdf](#)
[2022 Ind Park Land Capital Projects Fund.pdf](#)
[2022 TIF 3.pdf](#)
[2022 TIF Capital.pdf](#)

[21-1385](#) Neighborhood Program Fall Meeting on Thursday, October 28, 2021 from 6:00 - 7:30 p.m. to be held virtually via Zoom

Attachments: <https://www.appleton.org/residents/neighborhood-program>

7. Adjournment

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

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

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



City of Appleton

100 North Appleton Street
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Meeting Minutes - Final Community & Economic Development Committee

Wednesday, September 22, 2021

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

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

2. Roll call of membership

Present: 5 - Reed, Firkus, Thao, Alfheim and Wolff

3. Approval of minutes from previous meeting

[21-1316](#)

CEDC Minutes from 9-8-21

Attachments: [CEDC Minutes 9-8-21.pdf](#)

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

Aye: 5 - Reed, Firkus, Thao, Alfheim and Wolff

4. Public Hearings/Appearances

5. Action Items

[21-1317](#)

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

Attachments: [Memo Repurchase Waiver Lot 4 NEBP Plat 1 9-22-21.pdf](#)
[Lots 1-6 NE Business Park Plat 1 Covenants Waiver Except Repurchase Rights.pdf](#)
[Offer to Purchase Lot 4 Plat 1 NE Business Park McGlone.pdf](#)
[Lot 4 NEBP.pdf](#)

Wolff moved, seconded by Firkus, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Reed, Firkus, Thao, Alfheim and Wolff

6. Information Items

7. Adjournment

**Wolff moved, seconded by Alfheim, that the meeting be adjourned at 4:32 p.m.
Roll Call. Motion carried by the following vote:**

Aye: 5 - Reed, Firkus, Thao, Alfheim and Wolff



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: October 13, 2021

RE: Offer to Purchase – Lots 26, 27, 28 & 29 Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 Received From Hayden Properties, LLC

The City of Appleton has received an Offer to Purchase from Hayden Properties, LLC for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat Number 3 and Parcel ID #31- 9-5712-00, comprising a total of approximately 30.44 acres.

The Offer to Purchase is for \$38,000.00 per acre, subject to lot size as determined by survey. Based on the approximate lot size, that would be a purchase price of \$1,156,720. The current ask price for this land is \$40,000 per acre. A commission of 8% of the gross sale price would be paid to CBRE, Inc. as procuring broker.

This is the second offer to purchase from Hayden Properties for land in Southpoint. Hayden Properties, LLC built a 218,000 square foot distribution warehouse in 2021 immediately to the south of this parcel and has a fully executed lease for a significant portion of the building. Their plan is to construct buildings on the roughly 35 acres under "Right of First Offer" (ROFO) adjacent to the west. This offer is contingent on closing on the ROFO land by the end of 2021, limiting the City's exposure to having all large parcels encumbered.

Accepting the offer will allow Hayden Properties to proceed with the momentum of their marketing and provide for continued development and investment in the City.

Staff Recommendation:

The City of Appleton accept the Offer to Purchase for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Hayden Properties, LLC at a purchase price of \$38,000 per acre (\$1,156,720.00 total based on approximate lot size of 30.44 acres) **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 29, 2021 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Hayden Properties, LLC

4 offers to purchase the Property known as See Addendum

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Appleton

8 County of Outagamie Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is See Addendum Dollars (\$ See Addendum).

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: n/a

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

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 October 13, 2021

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 _____

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 \$ 25,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 3 days ("5" if left blank) after acceptance.

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

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

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

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

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

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

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

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

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
- 181 lease agreement or an extension of credit from an electric cooperative.
- 182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
- 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
- 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
- 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
- 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
- 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
- 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
- 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
- 190 payback obligation.
- 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
- 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
- 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
- 194 **continued after sale. The Parties agree this provision survives closing.**
- 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
- 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
- 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
- 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
- 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
- 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
- 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
- 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
- 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
- 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
- 205 <https://dnr.wisconsin.gov/topic/forestry> .
- 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
- 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
- 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
- 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
- 210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .
- 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
- 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
- 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
- 214 visit <http://www.datcp.state.wi.us/> for more information.
- 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
- 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
- 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
- 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
- 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
- 220 Agency office or visit <http://www.fsa.usda.gov/> .
- 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
- 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
- 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
- 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
- 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
- 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
- 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
- 228 zoning restrictions, if any.
- 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
- 230 where one or both of the properties is used and occupied for farming or grazing purposes.
- 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
- 232 **occupied for farming or grazing purposes.**
- 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
- 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
- 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
- 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
- 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
- 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
- 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
- 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
- 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

407 (2) _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

447 _____

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

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

452 Other: _____

453 _____

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

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

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

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

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

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

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

461 Offer becomes primary.

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

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

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

465 stricken).

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

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

468 association assessments, fuel and _____.

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

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

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

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

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

474 APPLIES IF NO BOX IS CHECKED.

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

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

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

478 _____

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

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

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

482 **assessor regarding possible tax changes.**

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If **Buyer defaults**, Seller may:

598 (1) ~~sue for specific performance~~ and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and ~~have the option to:~~ (a) request the earnest money as liquidated damages; or (b) ~~sue for actual~~
600 ~~damages.~~

601 If **Seller defaults**, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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

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

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

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

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

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

673 Seller: (_____) Buyer: (_____)

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

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

679 Address for Seller: _____

680 Address for Buyer: **F Street Development, 1134 N. 9th St., Suite 200, Milwaukee, WI 53233**

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

682 Email Address for Seller: _____

683 Email Address for Buyer: **scott@fstreetgroup.com, josh@fstreetgroup.com**

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

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

687 This Offer was drafted by [Licensee and Firm] _____ Attorney **Josh Lurie, F Street Group**

688 _____

689 (x) _____ **September 29, 2021**
690 Buyer's Signature ▲ Print Name Here ▶ **Hayden Properties, LLC** Date ▲

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

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

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

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

702 _____ on _____ at _____ a.m./p.m.

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

**ADDENDUM
TO
VACANT LAND OFFER TO PURCHASE
(THE "OFFER")**

1. Description of Vacant Land. Buyer shall purchase from Seller the vacant land described as Lots 26, 27, 28 and 29, which is known as the Southport Commerce Park Plat No. 3 and the vacant land described as lot 9-5712 (the "Property"), all of which is shown on the attached *Exhibit A*.
2. Purchase Price of Vacant Land. Buyer shall purchase from Seller the property described in Section 1 above at a cost of \$38,000 per acre. The total acreage purchased, as described in Section 1, shall be confirmed by an ALTA survey. Once the amount of acreage is confirmed, this amount will be multiplied by \$38,000 to compute the exact Purchase Price. If the Exhibit A acreage is accurate for the Property (as described in Section 1 of the Addendum), then total acreage is 30.44 acres and the purchase price shall be \$1,156,720.00.
3. Refundable Earnest Money. Upon the mutual execution of this Offer, Buyer will have three (3) business days to deposit earnest money in the amount of \$25,000.00 (the "Earnest Money") with Knight Barry Title Insurance Company, Attn: Michele Schmid.
4. Inspection Period. Buyer shall have ninety (90) days from the mutual execution of this Offer (the "Inspection Period") to cause one or more agents, employees, surveyors, attorneys, engineers, auditors, architects, environmental consultants and other experts at Buyer's choice to inspect any documents related to the Property, including without limitation, site plans, building permits, leases and other agreements, and to inspect, examine, perform or obtain engineering inspections, and/or reports, environmental inspections, tests (including testing and sampling, if recommended by Buyer's environmental consultant), and/or reports, appraisals, or any other investigations or studies which Buyer deems necessary or appropriate, in Buyer's sole and absolute discretion, in order to determine the condition, value and economic feasibility of the Property. In connection therewith, Seller shall deliver to Buyer, true, accurate and complete copies of the following to the extent within the possession or reasonable control of Seller, within ten (10) days of the mutual execution of this Offer: copies of all leases, copies of all permits, complete document set of all architectural and/or other renderings, accounting of all Property related soft costs, all real estate and personal property tax bills for the last two (2) years, copies of any surveys, environmental reports, roof reports, and assessments, soil tests, engineering reports or inspections, and appraisals, a list of all personal property owned by Seller and located at or used in connection with the Property (the "Personal Property"). In the event Buyer is unsatisfied in Buyer's sole and absolute discretion, with the results of any such inspection, investigation or economic evaluation, Buyer may terminate this Offer in its entirety by delivering written notice to Seller prior to the expiration of the Inspection Period and the Earnest Money including all interest earned thereon, shall be immediately refunded to Buyer.

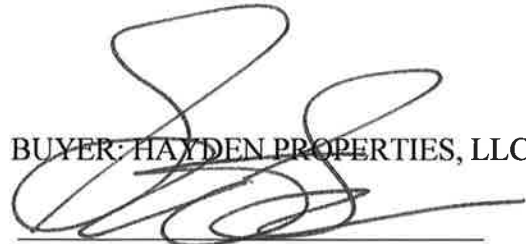
5. Brokerage Commission. The only broker involved in this transaction is CBRE, Inc. (Karl Wiedenman). All commissions shall be paid for by Seller in the amount of eight (8%) percent of the gross sales price received by the Seller.
6. Successors and Assigns. This Offer and all of the terms, covenants, and conditions hereof and the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall survive closing. In particular, Buyer shall be permitted to assign any and all of its rights hereunder.
7. Conflict. In the event of any conflict between the provisions of this Addendum and the attached preprinted form, the provisions of this Addendum shall control.
8. Adjacent Land Contingency. Buyer and Seller acknowledge that if Buyer does not close on the remaining approximately 35 acres that are currently subject to a Right of First Offer by and between Hayden Properties, LLC and/or its assigns and the City of Appleton for land located in the City of Appleton by December 31st, 2021, this Offer shall become null and void, and Buyer shall receive a return of its Earnest Money. In this event, there are no obligations imposed on Buyer or Seller.
9. Bump Out Clause/Right of First Offer Clause. In the event Buyer has not elected to waive its Inspection Period by the date set forth in Section 4 above, Buyer and Seller agree that the land shall become subject to a Right of First Offer, commencing on the date that is the Inspection Period Expiration and expiring sixty (60) days from the Expiration of the Inspection Period (“ROFO Period”).

Upon the Seller receiving a bona fide offer from a 3rd party Buyer for any portion or all of the Property, during the ROFO Period, the Seller shall provide Buyer with written notice within two (2) business days of receipt of that offer. Upon Buyer receiving written notice, Buyer shall have five (5) business days to respond to Seller notifying Seller whether Buyer intends to purchase a portion or all of the Property. If Buyer timely responds to Seller within five (5) business days notifying Seller of its intention to close on the Property, Buyer shall have a forty-five (45) day Inspection Period and shall close on a portion or all of the Property (subject to the bona fide 3rd party offer), no later than thirty (30) days after the Inspection Period is waived or satisfied. Buyer has the right to market the land during the ROFO Period.

10. Closing. This transaction shall be closed no later than forty-five (45) days after the Inspection Period is waived or satisfied by Buyer.
11. Property Condition. Because Buyer is being afforded the option of having the Property inspected, it is expected that Buyer will rely upon the expertise of Buyer’s inspectors and the results of their investigation in determining whether to proceed to closing. AS SUCH, BUYER, BY PROCEEDING TO CLOSING, SHALL BE DEEMED TO HAVE PURCHASED THE PROPERTY IN ‘AS IS’ CONDITION.

BUYER: HAYDEN PROPERTIES, LLC

By:



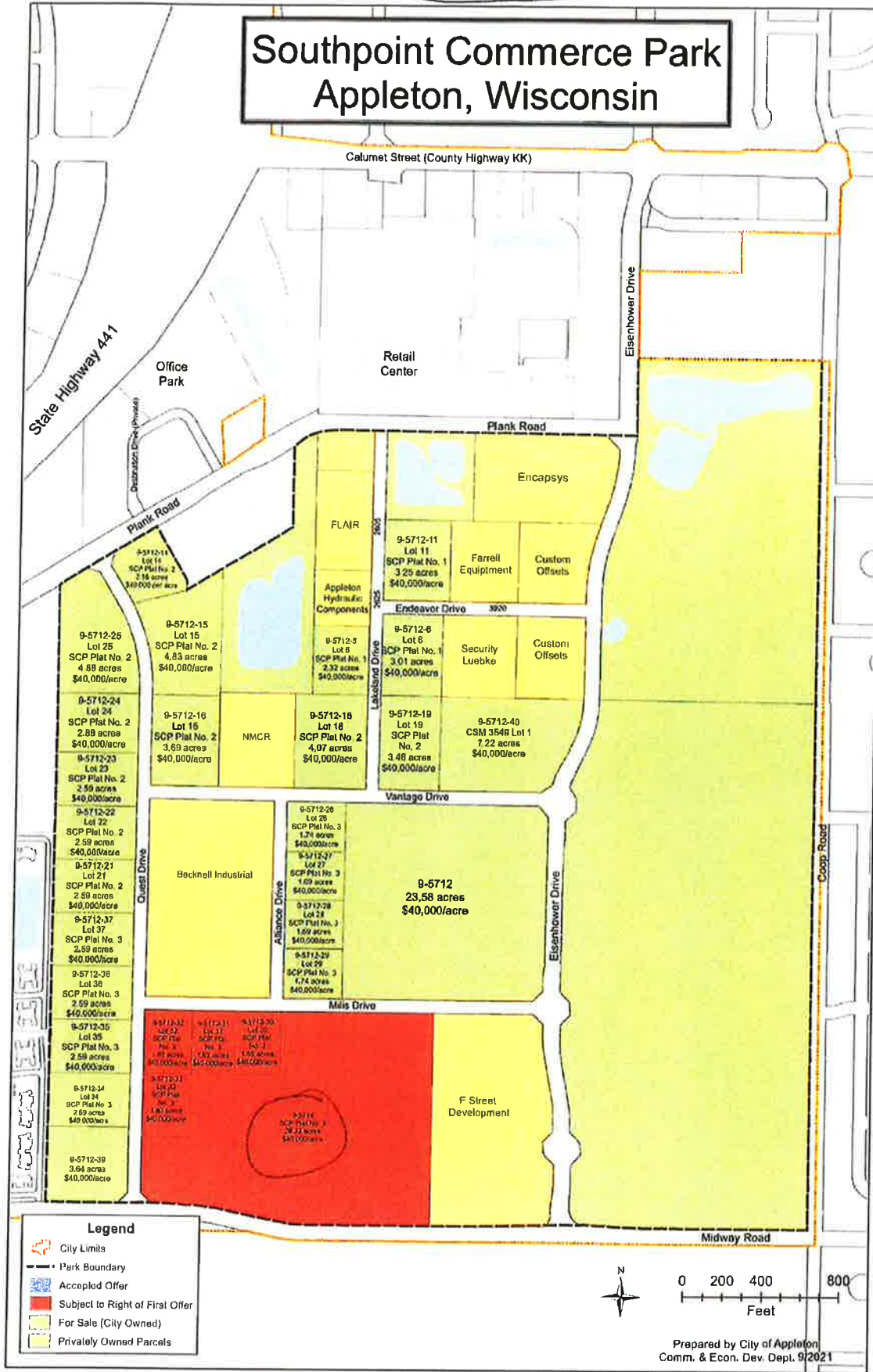
Scott Lurie, Manager

SELLER: City of Appleton

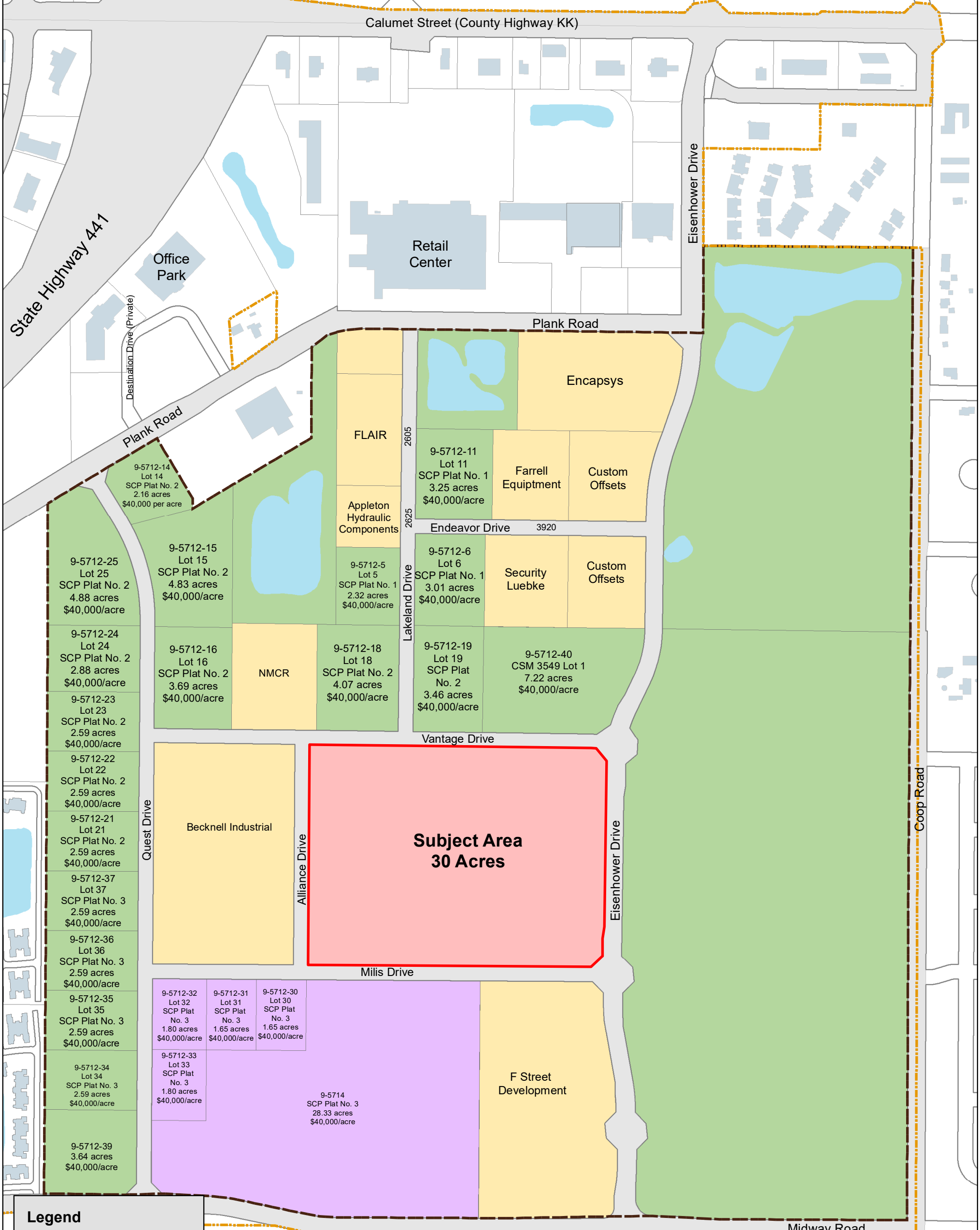
By: _____
_____, _____

Exhibit A

Southpoint Commerce Park Appleton, Wisconsin



Southpoint Commerce Park Appleton, Wisconsin



Legend

- City Limits
- Park Boundary
- Subject Area
- Right of First Offer
- For Sale (City Owned)
- Privately Owned Parcels

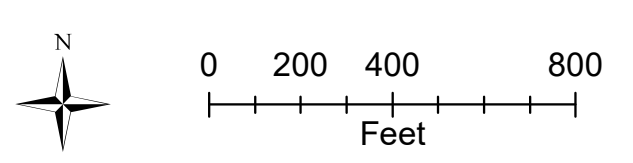


Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

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

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

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

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

16. ***Variances:***

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

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

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

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts

9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-4
Appleton
Hydraulic
Components

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-5
Lot 5
SCP Plat No. 1
2.32 acres
\$40,000/acre

9-5712-19
Lot 19
SCP Plat
No. 2
3.46 acres
\$40,000/acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Lakeland Drive

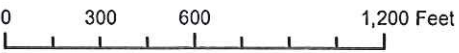
Endeavor Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road



SOUTHPOINT COMMERCE PARK PLAT NO. 1

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1222, AND PART OF THE NW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

Unplatted land, shown by divider.

(C.T.H. "AP")

EISENHOWER DRIVE

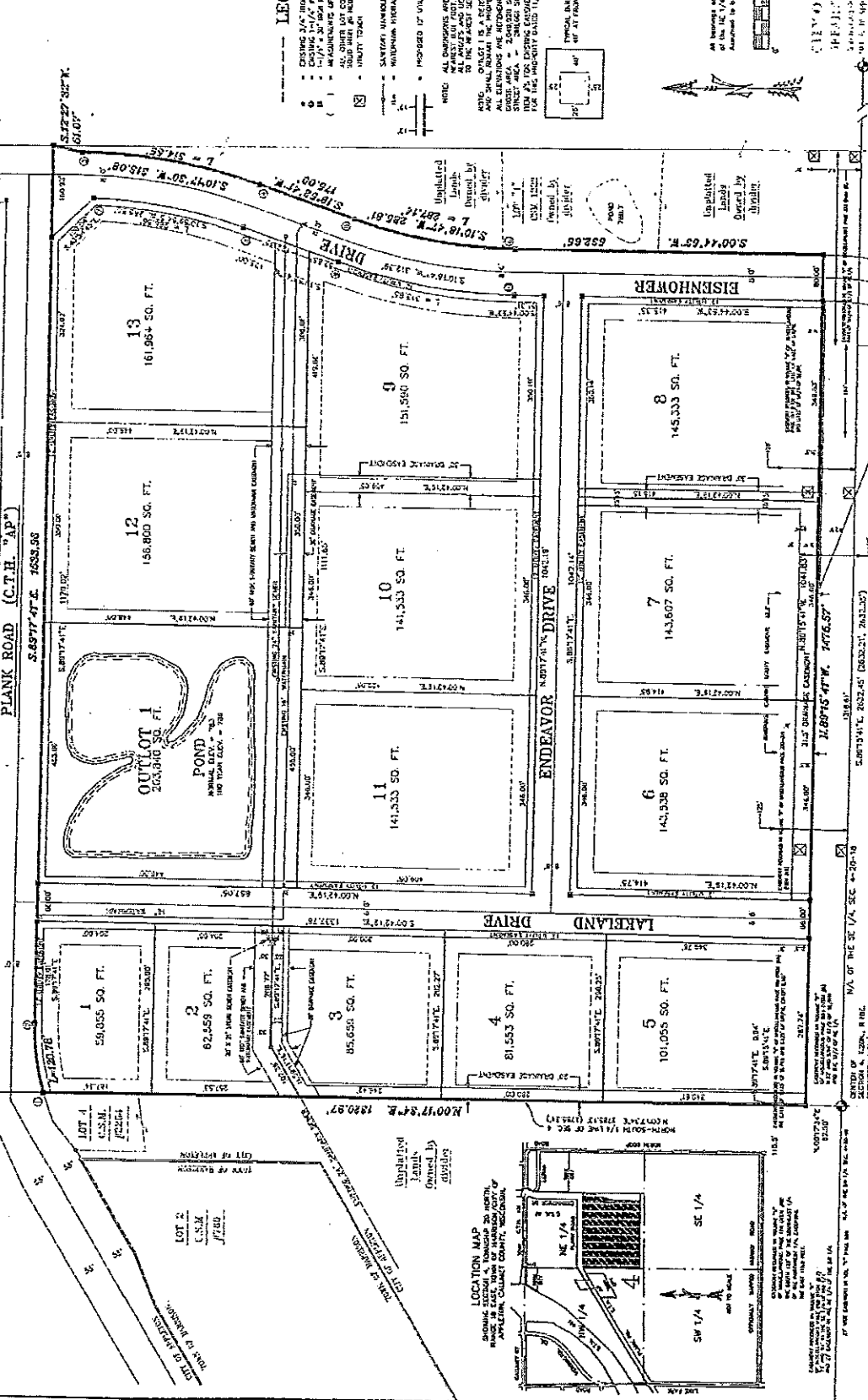
PLANK ROAD (C.T.H. "AP")

LOT 1 C.S.M. NO. 2264

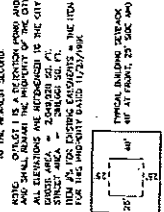
LOT 2 C.S.M. NO. 1222

CURVE TABLE

STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
1	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
2	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
3	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
4	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
5	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
6	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
7	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
8	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
9	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
10	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
11	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
12	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98
13	S 89° 17' 47" E	1638.98	S 89° 17' 47" E	1638.98



- LEGEND**
- EXISTING 3/4" IRON REINFORCING
 - EXISTING 1 1/2" IRON REINFORCING
 - EXISTING 2" IRON REINFORCING
 - EXISTING 3" IRON REINFORCING
 - EXISTING 4" IRON REINFORCING
 - EXISTING 6" IRON REINFORCING
 - EXISTING 8" IRON REINFORCING
 - EXISTING 10" IRON REINFORCING
 - EXISTING 12" IRON REINFORCING
 - EXISTING 14" IRON REINFORCING
 - EXISTING 16" IRON REINFORCING
 - EXISTING 18" IRON REINFORCING
 - EXISTING 20" IRON REINFORCING
 - EXISTING 24" IRON REINFORCING
 - EXISTING 30" IRON REINFORCING
 - EXISTING 36" IRON REINFORCING
 - EXISTING 42" IRON REINFORCING
 - EXISTING 48" IRON REINFORCING
 - EXISTING 54" IRON REINFORCING
 - EXISTING 60" IRON REINFORCING
 - EXISTING 72" IRON REINFORCING
 - EXISTING 84" IRON REINFORCING
 - EXISTING 96" IRON REINFORCING
 - EXISTING 108" IRON REINFORCING
 - EXISTING 120" IRON REINFORCING
 - EXISTING 144" IRON REINFORCING
 - EXISTING 168" IRON REINFORCING
 - EXISTING 192" IRON REINFORCING
 - EXISTING 216" IRON REINFORCING
 - EXISTING 240" IRON REINFORCING
 - EXISTING 288" IRON REINFORCING
 - EXISTING 336" IRON REINFORCING
 - EXISTING 384" IRON REINFORCING
 - EXISTING 432" IRON REINFORCING
 - EXISTING 480" IRON REINFORCING
 - EXISTING 528" IRON REINFORCING
 - EXISTING 576" IRON REINFORCING
 - EXISTING 624" IRON REINFORCING
 - EXISTING 672" IRON REINFORCING
 - EXISTING 720" IRON REINFORCING
 - EXISTING 768" IRON REINFORCING
 - EXISTING 816" IRON REINFORCING
 - EXISTING 864" IRON REINFORCING
 - EXISTING 912" IRON REINFORCING
 - EXISTING 960" IRON REINFORCING
 - EXISTING 1008" IRON REINFORCING
 - EXISTING 1056" IRON REINFORCING
 - EXISTING 1104" IRON REINFORCING
 - EXISTING 1152" IRON REINFORCING
 - EXISTING 1200" IRON REINFORCING
 - EXISTING 1248" IRON REINFORCING
 - EXISTING 1296" IRON REINFORCING
 - EXISTING 1344" IRON REINFORCING
 - EXISTING 1392" IRON REINFORCING
 - EXISTING 1440" IRON REINFORCING
 - EXISTING 1488" IRON REINFORCING
 - EXISTING 1536" IRON REINFORCING
 - EXISTING 1584" IRON REINFORCING
 - EXISTING 1632" IRON REINFORCING
 - EXISTING 1680" IRON REINFORCING
 - EXISTING 1728" IRON REINFORCING
 - EXISTING 1776" IRON REINFORCING
 - EXISTING 1824" IRON REINFORCING
 - EXISTING 1872" IRON REINFORCING
 - EXISTING 1920" IRON REINFORCING
 - EXISTING 1968" IRON REINFORCING
 - EXISTING 2016" IRON REINFORCING
 - EXISTING 2064" IRON REINFORCING
 - EXISTING 2112" IRON REINFORCING
 - EXISTING 2160" IRON REINFORCING
 - EXISTING 2208" IRON REINFORCING
 - EXISTING 2256" IRON REINFORCING
 - EXISTING 2304" IRON REINFORCING
 - EXISTING 2352" IRON REINFORCING
 - EXISTING 2400" IRON REINFORCING
 - EXISTING 2448" IRON REINFORCING
 - EXISTING 2496" IRON REINFORCING
 - EXISTING 2544" IRON REINFORCING
 - EXISTING 2592" IRON REINFORCING
 - EXISTING 2640" IRON REINFORCING
 - EXISTING 2688" IRON REINFORCING
 - EXISTING 2736" IRON REINFORCING
 - EXISTING 2784" IRON REINFORCING
 - EXISTING 2832" IRON REINFORCING
 - EXISTING 2880" IRON REINFORCING
 - EXISTING 2928" IRON REINFORCING
 - EXISTING 2976" IRON REINFORCING
 - EXISTING 3024" IRON REINFORCING
 - EXISTING 3072" IRON REINFORCING
 - EXISTING 3120" IRON REINFORCING
 - EXISTING 3168" IRON REINFORCING
 - EXISTING 3216" IRON REINFORCING
 - EXISTING 3264" IRON REINFORCING
 - EXISTING 3312" IRON REINFORCING
 - EXISTING 3360" IRON REINFORCING
 - EXISTING 3408" IRON REINFORCING
 - EXISTING 3456" IRON REINFORCING
 - EXISTING 3504" IRON REINFORCING
 - EXISTING 3552" IRON REINFORCING
 - EXISTING 3600" IRON REINFORCING
 - EXISTING 3648" IRON REINFORCING
 - EXISTING 3696" IRON REINFORCING
 - EXISTING 3744" IRON REINFORCING
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 - EXISTING 3888" IRON REINFORCING
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 - EXISTING 3984" IRON REINFORCING
 - EXISTING 4032" IRON REINFORCING
 - EXISTING 4080" IRON REINFORCING
 - EXISTING 4128" IRON REINFORCING
 - EXISTING 4176" IRON REINFORCING
 - EXISTING 4224" IRON REINFORCING
 - EXISTING 4272" IRON REINFORCING
 - EXISTING 4320" IRON REINFORCING
 - EXISTING 4368" IRON REINFORCING
 - EXISTING 4416" IRON REINFORCING
 - EXISTING 4464" IRON REINFORCING
 - EXISTING 4512" IRON REINFORCING
 - EXISTING 4560" IRON REINFORCING
 - EXISTING 4608" IRON REINFORCING
 - EXISTING 4656" IRON REINFORCING
 - EXISTING 4704" IRON REINFORCING
 - EXISTING 4752" IRON REINFORCING
 - EXISTING 4800" IRON REINFORCING
 - EXISTING 4848" IRON REINFORCING
 - EXISTING 4896" IRON REINFORCING
 - EXISTING 4944" IRON REINFORCING
 - EXISTING 4992" IRON REINFORCING
 - EXISTING 5040" IRON REINFORCING
 - EXISTING 5088" IRON REINFORCING
 - EXISTING 5136" IRON REINFORCING
 - EXISTING 5184" IRON REINFORCING
 - EXISTING 5232" IRON REINFORCING
 - EXISTING 5280" IRON REINFORCING
 - EXISTING 5328" IRON REINFORCING
 - EXISTING 5376" IRON REINFORCING
 - EXISTING 5424" IRON REINFORCING
 - EXISTING 5472" IRON REINFORCING
 - EXISTING 5520" IRON REINFORCING
 - EXISTING 5568" IRON REINFORCING
 - EXISTING 5616" IRON REINFORCING
 - EXISTING 5664" IRON REINFORCING
 - EXISTING 5712" IRON REINFORCING
 - EXISTING 5760" IRON REINFORCING
 - EXISTING 5808" IRON REINFORCING
 - EXISTING 5856" IRON REINFORCING
 - EXISTING 5904" IRON REINFORCING
 - EXISTING 5952" IRON REINFORCING
 - EXISTING 6000" IRON REINFORCING
 - EXISTING 6048" IRON REINFORCING
 - EXISTING 6096" IRON REINFORCING
 - EXISTING 6144" IRON REINFORCING
 - EXISTING 6192" IRON REINFORCING
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 - EXISTING 6336" IRON REINFORCING
 - EXISTING 6384" IRON REINFORCING
 - EXISTING 6432" IRON REINFORCING
 - EXISTING 6480" IRON REINFORCING
 - EXISTING 6528" IRON REINFORCING
 - EXISTING 6576" IRON REINFORCING
 - EXISTING 6624" IRON REINFORCING
 - EXISTING 6672" IRON REINFORCING
 - EXISTING 6720" IRON REINFORCING
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 - EXISTING 6912" IRON REINFORCING
 - EXISTING 6960" IRON REINFORCING
 - EXISTING 7008" IRON REINFORCING
 - EXISTING 7056" IRON REINFORCING
 - EXISTING 7104" IRON REINFORCING
 - EXISTING 7152" IRON REINFORCING
 - EXISTING 7200" IRON REINFORCING
 - EXISTING 7248" IRON REINFORCING
 - EXISTING 7296" IRON REINFORCING
 - EXISTING 7344" IRON REINFORCING
 - EXISTING 7392" IRON REINFORCING
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 - EXISTING 11904" IRON REINFORCING
 - EXISTING 11952" IRON REINFORCING
 - EXISTING 12000" IRON REINFORCING



CITY OF APPLETON

REGISTERED PROFESSIONAL SURVEYOR

1000 W. WASHINGTON ST., APPLETON, WIS. 54911

PHONE 835-1111

UNPLATTED LAND, SHOWN BY DIVIDER.

EISENHOWER DRIVE

ENDEAVOR DRIVE

LARKLAND DRIVE

PLANK ROAD (C.T.H. "AP")

LOT 1 C.S.M. NO. 2264

LOT 2 C.S.M. NO. 1222

LOT 3 C.S.M. NO. 1222

LOT 4 C.S.M. NO. 1222

LOT 5 C.S.M. NO. 1222

LOT 6 C.S.M. NO. 1222

LOT 7 C.S.M. NO. 1222

LOT 8 C.S.M. NO. 1222

LOT 9 C.S.M. NO. 1222

LOT 10 C.S.M. NO. 1222

LOT 11 C.S.M. NO. 1222

LOT 12 C.S.M. NO. 1222

LOT 13 C.S.M. NO. 1222

OUTLOT 1 C.S.M. NO. 1222

POND

SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

NE 1/4, SE 1/4, SW 1/4, NW 1/4

SECTION 4

TOWNSHIP 20 NORTH

RANGE 18 EAST

CITY OF APPLETON

CALUMET COUNTY, WISCONSIN

SOUTHPOINT COMMERCIAL PARK PLAT NO. 3

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Thomas M. Kromm, Registered Land Surveyor, hereby certify:

That I have surveyed and plotted the plat of the Southpoint Commercial Park Plat No. 3, being a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 20 North, Range 18 East, in the City of Appleton, Calumet County, Wisconsin, as shown on the attached plat, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Witness my hand this _____ day of _____, 2006.

Thomas M. Kromm, Wisconsin Registered Land Surveyor No. 52005.
 Revised this 30th day of June, 2006.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

That each plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have made such land division and plat by the direction of owners, shown below.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

LEGEND

- DISTINGUISH 3/4" BORN REBAR
- 1/4" x 3/4" BORN REBAR
- MEASUREMENTS OF RECORD
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 3/4" BORN REBAR, MONUMENTED 1/2" DIA. METAL POST
- MONUMENTED BY UTILITY EGRESSOR (UNLESS OTHERWISE NOTED)
- CORNER AREA = 12x12x10 SQ. FT.
- STREET AREA = 12x12x10 SQ. FT.
- ALL OTHER CORNERS MONUMENTED AND COMPARED TO THE MEASUREMENTS OF RECORD
- TO THE NEAREST FOOT
- TO THE NEAREST INCH

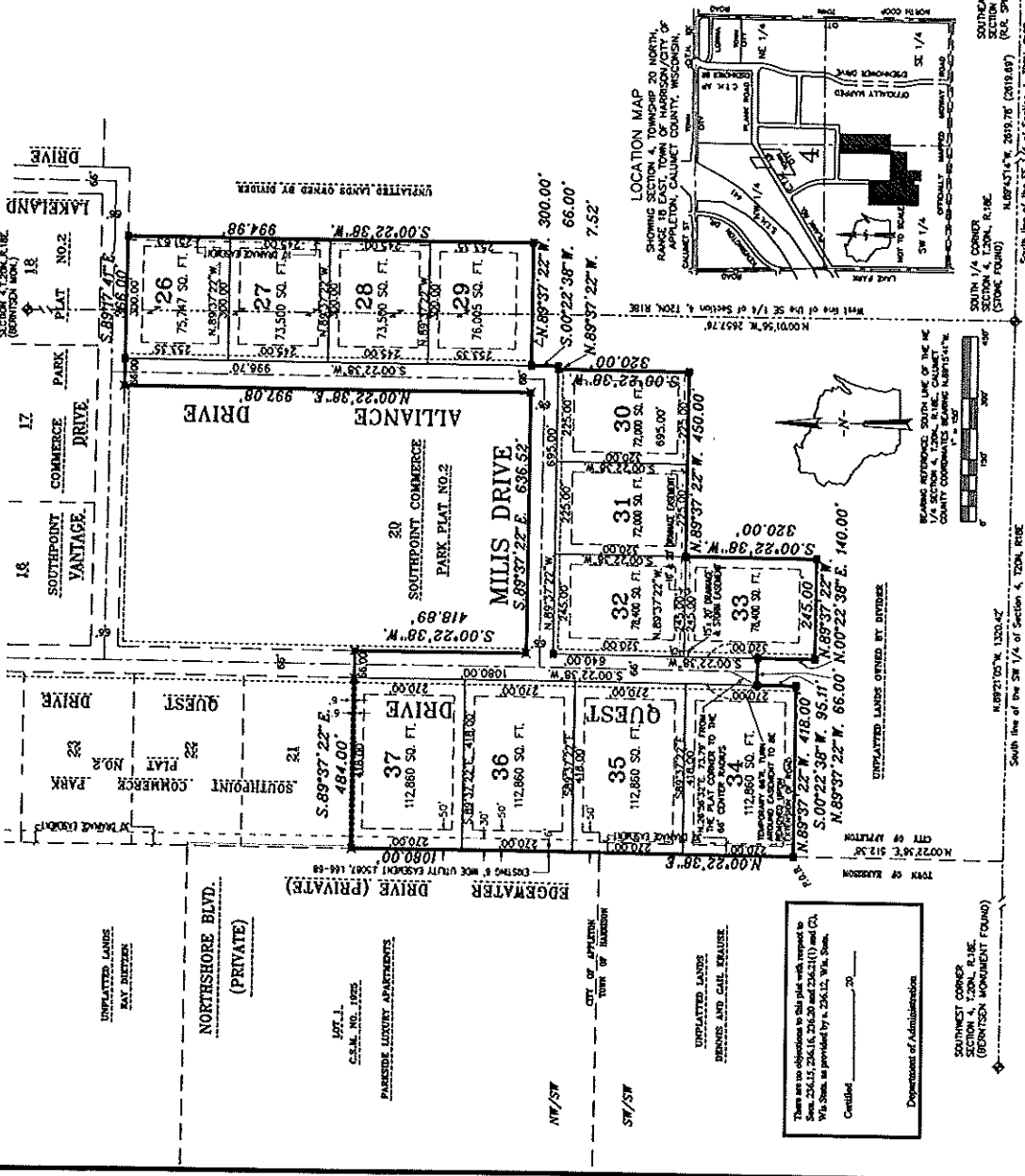


APPROVAL AGENCIES
 CITY OF APPLETON

AGENCIES HAVING AUTHORITY TO OBJECT
 DEPARTMENT OF ADMINISTRATION
 CALUMET COUNTY PLANNING AND ZONING COMMISSION

CITY OF APPLETON
 DEPARTMENT OF PUBLIC WORKS
 Engineering Division
 100 North Appleton Street
 Appleton, WI 54911
 (920) 832-474
 FAX (920) 832-689

THIS INSTRUMENT DRAFTED BY: T. KROMM



This plat is subject to all other maps, surveys, and records of record in the office of the Register of Deeds and Calumet County, Wisconsin, and to all other laws, rules, and regulations of the City of Appleton, Wisconsin.

Certified _____

Department of Administration

SOUTHWEST CORNER
 SECTION 4, T20N, R18E,
 (BERTSON MONUMENT FOUND)

SOUTHWEST CORNER
 SECTION 4, T20N, R18E,
 (R.G. SPRIG FOUND)



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

OFFICE OF THE MAYOR

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

October 6, 2021

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

Dear Fellow Appletonians,

Enclosed is the 2022 Executive Budget and Service Plan, which is the result of the efforts of the City's leadership team, budget managers, and especially on the part of Finance Director Tony Saucerman, Deputy Finance Director Jeri Ohman, Budget Analyst Katie Demeny, Enterprise Accounting Manager Kelli Rindt, and Purchasing Manager Jeff Fait. I am grateful for the hard work of this team in preparing this year's Budget, and for the work of the employees of the City of Appleton for executing our budget each year.

The COVID-19 pandemic has remained a significant factor in many aspects of City operations, and it looks to continue into 2022. Over the first two quarters of 2021, we have worked to safely restore most of our regular operations and practices. We initiated a measured, phased return to regular workspaces in March 2021 and completed that operation in June. Our Health Department and Human Resources Department have worked together closely to monitor employee cases, and we have continued to provide access to vaccines and emergency leave to all employees to maintain a safe, effective, and healthy workforce.

An influx of pandemic-related financial assistance from the federal and state governments has buoyed municipal finances and ensured our ability to provide ongoing response to our residents. The CARES Act, numerous public health grants, and more recently the American Rescue Plan Act (ARPA) funds have kept the City of Appleton's financial position stable despite our providing additional services like contact investigation, inoculation, and mitigation, all while placing additional burden on us to carefully steward more taxpayer dollars than in previous years. This budget will describe recommendations to manage the ARPA funds over the coming years. These funds should be considered standalone grants rather than as additions to the operating budget, which remains constrained.

Inflationary trends in the broader economy are affecting the City of Appleton as they are all businesses, organizations, and households in our community. Rising costs for supplies, equipment, and labor are presenting prominent headwinds to the City's budget, particularly in

light of annual levy increases that are restricted (1.25% in 2022), which prevents the City from keeping pace with the rate of inflation (CPI increased 5.3% in the fiscal year ending August 2021). This means putting forward a balanced budget presents difficulties and requires reductions or deferrals to ongoing expenses. In a year-over-year sense, these reductions or deferrals have a minimal impact on residents' quality of life, but over time they have, and will continue to, erode the City's ability to deliver services and maintain our infrastructure.

City employees have, time and again, demonstrated their commitment to service over the past year, and we continue our efforts to be an employer of choice to retain and recruit the best for our community. To that end, we are proposing a 2.5% merit-based wage increase pool for non-represented employees to remain competitive in the marketplace. Additionally, through efforts like HealthSmart, our Connecting Care Clinic, and smart healthcare decisions by our employees, we were able to maintain flat health insurance premium costs for 2022. This is a real accomplishment for a self-funded healthcare plan like ours.

We enjoy the quality of life we do today because of our shared commitment to investing in our community and taking pride in our services, infrastructure, and facilities. The 2022 Executive Budget and Service Plan represents a continuation of the work of the City of Appleton to carefully steward our community's resources, and wherever possible, to enhance the quality of life our community provides.

GENERAL OBLIGATION DEBT MANAGEMENT

The 2022 Executive Budget and Service Plan continues implementation of a general obligation (G.O.) debt management strategy for the City set in motion in 2021. Working with our financial advisors and with the leadership team, we have developed a strategy that aims to stabilize and ultimately reduce annual G.O. debt service payments. The early positive results of this work are evident and will be immediately felt by taxpayers, and improvements in the trend over time can be observed on the chart on page 587.

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

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

Our debt management strategy recognizes the need to continue to leverage G.O. debt for infrastructure maintenance projects such as those included in this budget. However, it begins to move us away from the practice of utilizing G.O. debt funding for higher-cost regular maintenance activity that came to represent over half of the City's borrowing in recent years.

Efforts to explore maintenance funding options such as a Transportation Utility, as initiated by the Common Council in fall 2021 are reflective of the need to find fiscally responsible and sustainable ways to keep up our roads and bridges.

Careful stewardship of our municipal debt will serve residents well in the short term, and especially in the long run. The time to take up that stewardship is now – while our City remains in a healthy financial position with excellent bond ratings and with a competitive overall tax rate.

DEBT SERVICE

While G.O. debt service costs continue their upward trend due to past borrowing, as discussed previously, in order to reverse this trend, considerable effort has been made in this budget to reduce future borrowing needs including developing a ten-year debt management plan. Difficult choices were made in the development of this plan as future debt service limitations were set and projects were evaluated, prioritized, and spread out over this longer time horizon in order to fit within the annual limitations. Looking out over a longer time frame allowed projects to be scheduled beyond five years giving departments confidence that projects would be undertaken without the urgency to have them included in the five-year plan.

For the 2022 Budget, total G.O. debt service costs are scheduled to be \$12,139,682, an increase of \$1,093,163 over the 2021 budgeted payments of \$11,046,519. The property tax levy necessary to support this increase rose \$1,022,417 (10.4%) from \$9,851,874 in the 2021 Budget to \$10,874,291 in 2022.

Total G.O. debt outstanding on December 31, 2021 is projected to be \$80,946,625 compared to \$75,221,000 outstanding on December 31, 2020, an increase of \$5,725,625. However, despite the increase in outstanding debt, the City is well below its legal debt limit of \$334,418,040 as well as the City's guideline of 40% of this amount of \$133,767,216.

For 2022, \$14,482,131 in G.O. bonds and notes are expected to be issued to fund various capital projects in the areas of infrastructure (\$6,298,181), facility construction and improvements (\$7,035,000), equipment (\$260,000), and parks and trails (\$590,000). Of the amount borrowed, \$994,375 will be paid back with funds from the City's TIF District 11 while the remainder will be supported by general property taxes. A complete list of anticipated debt-financed projects for 2022 can be found in the "Five Year Plan" section of this Budget.

CONTINGENCY FUNDS

- All unused contingency funds in the General Administration section of the Budget are again anticipated to be carried over from 2021 to 2022. Estimated balances in the contingency funds available for carryover at the conclusion of 2021 include:
 - State Aid Contingency \$812,267
 - Operating Contingency \$402,298

- Fuel Contingency \$137,315
 - Wage Reserve \$950,057
- Included in the General Administration section of the 2022 Budget is the addition of \$300,000 to the wage reserve for wage increases for City staff not covered by collective bargaining agreements.

COMMUNITY AND ECONOMIC DEVELOPMENT

In support of the updated Comprehensive Plan 2010-2030 and the Economic Development Strategic Plan’s primary goals and key strategies, the Community and Economic Development Department’s 2022 Budget contains funding to support local and regional community economic development activities. The Budget also provides funding for the continued management of the Southpoint Commerce and the Northeast Business Parks, and the Department continues to be a source of information and support to businesses, not-for-profit organizations, and the community.

Tax Incremental Financing Districts 11 and 12 (TIF 11 and TIF 12), which are located on the east and west ends of the downtown, are the City’s newest districts and have generated several development projects to date. The 2022 Budget provides continued funding for the successful Business Enhancement Grants program for businesses within these districts. The grants are intended to encourage rehabilitation of properties, eliminate blight, increase property values, and improve the overall appearance of the areas. In support of these goals, \$42,000 has been included in both TIF 11 and TIF 12 Budgets for this grant program.

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

FISCAL

- General fund revenues and expenditures both totaled \$66,208,455 in the 2022 Budget, an increase of \$876,058 or 1.34%. The revenue increase is attributable mainly to the allowable increase in the property tax levy along with an increase in projected county sales tax and modest increases in State revenues.
- The general fund tax levy increased \$480,000, or 1.31%, to \$37,080,000 in the 2022 Budget. At the same time, the tax levy for debt service increased \$1,022,417, or 10.4%, to \$10,874,291. Overall, the tax levy for the City is expected to increase \$1,502,327, or 3.09% in 2022. This increase is within State-imposed levy limits.
- Tax Rates – The City’s equalized value increased 7.87% to \$6,688,360,800 in 2021. The City’s estimated assessed values are projected to grow a more modest 1.35%.

Applying the 2021 total estimated assessed value (excluding TIDs) of \$5,605,186,085 to the tax levy results in the following projected assessed tax rates:

- Outagamie County – \$8.90, an increase of 13 cents, or 1.44%
- Calumet County – \$9.14, an increase of 34 cents, or 3.87%
- Winnebago County – \$8.75, a decrease of 14 cents, or 1.63%

On an equalized value basis, the tax rate is projected to be \$7.86, a decrease of 40 cents, or 4.86%.

UTILITIES

- Water – The Budget includes \$115,500 for the continuation of a corrosion control study and \$130,000 for the purchase of two new chemicals that are being reviewed for use as part of the study. The meter operations budget includes \$90,000 for the purchase of new meters which will be used for residential and multi-family development as well as on-going replacements. The distribution operations budget includes \$50,000 for the purchase of hydrant diffusers and supplies to meet Wisconsin DNR requirements for chlorine reduction during hydrant flushing. Additionally, this budget includes \$750,000 for equipment replacements at the Water Treatment Facility, \$450,000 to upgrade the Matthias Tower, and \$200,000 to replace the security gate at the lake station. Water Utility infrastructure improvements planned for 2022 include \$2,300,000 for the replacement of aging distribution and transmission mains and \$700,000 for new transmission and distribution mains on the north side of the City. There are no planned water rate increases for 2022.
- Wastewater – The 2022 Budget includes \$4,800,000 for belt filter upgrades and replacements, and \$7,200,000 for the construction of an addition to the sludge storage building. The Budget also includes \$1,700,000 for the final year of a multi-year project to upgrade the electrical distribution system at the treatment facility. Other projects at the treatment facility include \$300,000 to upgrade wireless access at the plant and \$1,350,000 for building and grounds improvements. Finally, included in the Budget is \$1,600,000 for the replacement of aging mains of the wastewater collection system and \$700,000 for new main installation on the north side of the City. In accordance with the recommendations from 2020 rate study, the 2022 Budget includes a rate increase of 4%. The rate increase is necessary due to the loss of revenues in the hauled waste and industrial waste areas along with continuing support of necessary capital projects. The effect of the rate increase on the average residential customer's quarterly City service invoice is projected to be slightly less than \$3.
- Stormwater – Continuing the implementation of the City's Stormwater Management Plan, this Budget dedicates \$2,700,000 to ongoing infrastructure improvements. The budget also includes a \$335,000 transfer to CEA for leaf vacuum equipment upgrades to facilitate a new leaf collection process to begin in 2022. There are no planned stormwater rate increases for 2022.

PERSONNEL

Included in the 2022 Executive Budget is the addition of a full-time Traffic Engineering Systems Technician position in the Department of Public works to oversee the automated traffic systems within the City and other traffic safety duties, and the upgrade of a Sergeant position to a Lieutenant position in the Police Department to increase efficiency in patrol staffing as well as provide oversight of the department's public engagement.

Other changes approved by Council during 2021 included:

- Elimination of a Ramp Attendant position (1.0 full-time equivalent (FTE)) in the Parking Utility.
- The increase in job duties for an Operator position in the Sanitation Division increasing the position from a 0.5 FTE to a 0.67 FTE.
- The increase in job duties for two Utility Locator Positions in the Public Works Department increasing the positions from 0.67 FTE to 1.0 FTE.
- The combination of two part-time positions in the Parking Utility and CEA into one full-time (1.0 FTE) position (Note: This item is scheduled to be considered by Council in a separate action in October, 2021, prior to the adoption of the 2022 Budget).

CAPITAL IMPROVEMENT PROGRAM

Highlights of the 2022 Capital Improvement Projects (CIP) not discussed prior are as follows:

- Architectural plans will be finalized and construction will begin on the much-anticipated library renovation which is expected to break ground in the summer of 2022. Included in this Budget is \$10,000,000 for the first phase of construction in 2022 with the project expected to be completed in late 2023.
- As discussed previously, maintaining and improving public infrastructure remains a top priority of the City as this Budget invests over \$7,800,000 in road, bridge, and sidewalk improvement projects. Additionally, as previously discussed, approximately \$8,000,000 is planned to be invested in water distribution, sewer collection, and stormwater management infrastructure improvements.
- To ensure the condition, safety, and longevity of City facilities and properties, the 2022 Budget includes investments in the following areas: \$8,500,000 for renovations to the Valley Transit office and garage facility. This federally funded project will include a building expansion as well as upgrades to existing HVAC, electrical and plumbing systems; \$750,000 to reconstruct parking lots at Pierce and Einstein Parks, and \$275,000 to modernize the Appleton Street elevator car and replace the elevator shafts in the Red Parking Ramp.

- Improvements to our parks, trails and recreational facilities again played an important role in the formulation of the 2022 Capital Improvement Program. Investments in these areas include: \$500,000 to construct a pickle ball complex. Funding for this project is expected to come from a private donation; \$275,000 for the design and construction of new basketball and tennis courts at Green Meadows Park; \$200,000 for renovations to both the large and small pavilions at Telulah Park, and \$100,000 for the design of Lundgaard Park. Funding for the park design services is anticipated to come from private donations.
- Investments in projects to support our information technology infrastructure include \$325,000 to fund a continuing multi-year project to replace the City's aging mainframe with an enterprise resource planning (ERP) system. This funding includes anticipated installation of the work order, inventory, fixed assets, and fleet and facilities management modules which was delayed from 2021 due to the COVID-19 pandemic.

CONCLUSION

The 2022 Executive Budget and Service Plan reflects our continued commitment to providing excellent services and a well-maintained community for the people of Appleton. It also puts into practice challenging, but essential, prioritization of projects and initiatives in the interest of the long-term financial sustainability of our community. By working together, we can ensure a careful use of resources aligned with the high expectations we have for our community.

Sincerely,



JACOB A. WOODFORD
Mayor of Appleton

CITY OF APPLETON 2022 BUDGET

COMMUNITY & ECONOMIC DEVELOPMENT

Director Community & Economic Development: Karen E. Harkness

Deputy Director Community & Economic Development: Monica N. Stage

CITY OF APPLETON 2022 BUDGET COMMUNITY & ECONOMIC DEVELOPMENT

MISSION STATEMENT

The Community and Economic Development Department proactively fosters a healthy economy and a strong, welcoming community.

DISCUSSION OF SIGNIFICANT 2021 EVENTS

- * Supporting the business and not-for-profit community during the recovery from the COVID-19 has been a priority. The department continues to work and communicate with the business community with efforts including social media, regular business retention visits, and partnerships with community organizations that help build relationships that benefit the City and support recovery.
- * Industrial development saw a continued increase in 2021. F Street Development completed construction of a new 218,000 square foot building in the Southpoint Commerce Park and anticipates purchasing additional land for future phases. Bose I, LLC has an accepted offer on 30 acres in Southpoint. Valley Tool, and S&D Masonry have buildings under construction in the Northeast Business Park.
- * Downtown Appleton saw the construction of four new residential and mixed-use residential developments, furthering the City's goal of creating over 465 new residential units in the downtown per the City's Comprehensive Plan 2010-2030. Projects under construction in 2021 include 320 E. College, Block 800, 318 W. College, and Crescent Lofts. These projects will result in 167 new residential units in the downtown, 58 of which will be at affordable rental rates per the WHEDA tax credit program. A development agreement was also approved with the new owners of the historic Zuelke Building for a mixed-use renovation of that building. Finally, staff continued collaboration with US Venture to potentially construct their headquarters on the Bluff Site.
- * A development agreement was approved with Merge Urban Development for a mixed-use development on the former Conway Hotel site and discussions continue with Merge on a second development agreement for the former Blue Ramp site.
- * Staff issued an RFP for College Avenue North Neighborhood Plan. Eight (8) firms responded and RDG was awarded the contract by the Common Council on July 7, 2021. This collaborative planning process will begin August and be completed the first half of 2022.
- * Business enhancement grants from TIF District #11 and TIF District #12 continue to leverage significant investment in downtown Appleton for property improvements. As of July, 2021, the TIF #11 grants have been almost fully utilized with \$7,562 remaining to support property improvement. TIF District #12 has also seen interest with \$14,000 committed as of July, 2021. These funds leveraged another \$108,536 in private investment in the downtown.
- * The Appleton Redevelopment Authority Business Enhancement Grant Program has awarded \$80,442 in grants to leverage \$109,867 in private investment to improve 16 commercial properties throughout the City. The ARA grants are available to properties outside of the TIF #11 and TIF #12 program boundaries.
- * In response to Resolution #1-R-21 Accessory Dwelling Units, staff collaborated with a group of alderpersons, the City Attorney's Office, DPW, Finance and the Inspection Division to create zoning ordinance standards for accessory dwelling units (attached and detached) and junior accessory dwelling units (JADUs). The new standards were approved by the Plan Commission and Common Council in 2021.
- * Staff collaborated with a group of alderpersons, the City Attorney's Office and Health Department to review and analyze the Municipal Code and State Statutes regarding short term rental regulations. It was determined by staff that regulating short-term rentals beyond the current regulations would require additional Health Department staff to administer a new short-term rental program unit. Alternatively, staff updated the City website and created a webpage solely devoted to short term rental regulations which explains the current application, inspection and sales and room tax payment process.
- * Implementation of the Comprehensive Plan continued in 2021, with highlights that include infill projects along the I-41 corridor, targeted plans for streetscaping and an area north of College Avenue, development of additional downtown housing, zoning ordinance amendments to allow accessory dwelling units, and continued progress toward redeveloping the "bluff site" area.
- * During the second half of 2020 and the first half of 2021, the site plan review team has approved approximately 49 dwelling units, 265,600 square feet of industrial space, 331,400 square feet of office/commercial space, and 5,300 square feet of institutional space.
- * Staff facilitated and approved the first addition to Broadway Hills Estates and the M&J Weyenberg Properties LLC annexations, resulting in roughly 18.3 acres of land being annexed.
- * Final plat approval resulted in the recording of 125 residential lots, including the third addition to Clearwater Creek, sixth and seventh addition to Emerald Valley, North Edgewood Estates 2, and Trail View Estates South. Staff anticipates approximately 118 additional lots will be approved in 2021.
- * The Assessor team began a 2023 citywide residential revaluation by updating all 25,600 land values. This involved land sales analysis, updating system rates, a detailed land equity review, and assistance from our GIS team. New mobile assessment software for field work was deployed early in the year for faster updating.
- * The City's equalized value increased by 8% in 2021 from \$6,200,311,200 to \$6,688,360,800 which was greater than the Statewide gain of 7%.
- * Appleton GIS software provider (ESRI) is undergoing a major platform shift away from its long-term core program ArcMap to a new product called ArcPro. Migration to ArcPro by the core GIS staff has begun along with planning for the migration by other GIS users. The change will effect internal procedures, run nightly scripts, as well as increase demands on hardware to run the larger more powerful ArcPro.
- * GIS team provided on-going technical support for the COVID-19 pandemic, including creating the City of Appleton COVID-19 website, streamlining the process of updating graphics for social media posts and automating daily updates for the website, as well as assisting staff with work from home technical issues.
- * In May 2021, staff organized and delivered the Neighborhood Program spring meeting, an informal "roundtable" discussion for neighborhood leaders, using a virtual meeting platform. In total, there were 5 participants representing four (4) different neighborhoods. The fall Neighborhood Program meeting is anticipated to be in person. The Historic Central Neighborhood was granted funding through the Neighborhood Grant Program to support a front porch music event (Porchfest).
- * The Appleton Public Arts Committee held a photo contest to find images to fill the Houdini Plaza Welcome Tower. Staff prepared the contest rules, submission form, prepared the compilation of photos for the Art Committee to review and then coordinated the installation of the winning photos. Staff will continue to work with the Art Committee to find images to fill the Welcome Tower.

CITY OF APPLETON 2022 BUDGET COMMUNITY & ECONOMIC DEVELOPMENT

MAJOR 2022 OBJECTIVES

- * Implement the City's updated 2010-2030 Comprehensive Plan providing input to development proposals and initiating zoning code changes (when necessary and in compliance with State Statutes) as identified in the Plan.
- * Continue creation, execution and implementation of the City's Economic Development Strategic Plan, primary goals and key strategies that will result in development within targeted districts of the City and enhance the business climate and vibrancy of the community.
- * Contact at least forty businesses in the City with information on business assistance programs and City support.
- * Attract development to the City that will result in substantial tax base enhancement; target the % increase of net new construction at the Statewide average each year.
- * Continue to market and sell business park land.
- * Continue the on-going process of amending the zoning ordinance and subdivision ordinance.
- * Coordinate and increase communication and shared vision between the technical review group, City departments, Plan Commission, Community and Economic Development Committee, Historic Preservation Commission, registered neighborhoods, Appleton Redevelopment Authority, Appleton Public Arts Committee, Common Council and the community.
- * Work with the development community, elected and appointed officials, neighborhoods, non-government organizations, businesses and other City departments to formulate development proposals that align with City plans, ordinances and policies, as well as recognized industry practices.
- * Continue to allow easier access to the City's GIS system by expanding and creating mobile applications utilizing ArcGIS online/portal.
- * Upgrade GIS architecture to the latest software release; this includes all desktop software, mobile applications, web applications and servers.
- * A Citywide revaluation will occur for 2023. This is a large two-year project to be accomplished in two phases: All 1,700 commercial property values will be updated by August, 2022, and all 23,800 residential property values will be updated between August, 2022 and August, 2023. Valuation change notices will be mailed to all owners upon completion of the revaluation in 2023.
- * Continue to be a source of information and support to businesses, not-for-profits and our community through the recovery from the COVID-19 pandemic.
- * Support the Mayor's task force on the economic development experience.

DEPARTMENT BUDGET SUMMARY							
Programs		Actual		Budget			%
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	Change *
Program Revenues		\$ 19,545	\$ 24,205	\$ 18,350	\$ 18,350	\$ 18,300	-0.27%
Program Expenses							
15010	Administration	563,088	542,998	598,509	598,509	602,810	0.72%
15020	Planning	287,669	296,849	287,794	287,794	290,057	0.79%
15030	Marketing	130,494	176,730	177,312	177,312	178,213	0.51%
15040	New & Redevelopment	215,992	209,645	221,667	221,667	222,759	0.49%
15050	Assessing	581,806	590,732	610,624	610,624	619,422	1.44%
TOTAL		\$ 1,779,049	\$ 1,816,954	\$ 1,895,906	\$ 1,895,906	1,913,261	0.92%
Expenses Comprised Of:							
Personnel		1,667,315	1,679,448	1,738,542	1,738,542	1,758,218	1.13%
Training & Travel		14,699	11,279	17,100	17,100	17,000	-0.58%
Supplies & Materials		18,984	15,427	22,024	22,024	33,999	54.37%
Purchased Services		78,051	110,800	118,240	118,240	104,044	-12.01%
Full Time Equivalent Staff:							
Personnel allocated to programs		16.97	16.97	16.93	16.93	16.93	

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Administration

Business Unit 15010

PROGRAM MISSION

For the benefit of staff so that productivity, efficiency, product quality, delivery of service and job satisfaction are optimized, we will provide a healthy work environment including proper supervision, training, evaluation, coaching and support services to better the quality of life in Appleton.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #2: "Encourage active community participation and involvement", #3: "Recognize and grow everyone's talents," #4: "Continually assess trends affecting the community and proactively respond", and #6: "Create opportunities and learn from successes and failures."

Objectives:

Develop policies, procedures and processes, and perform required reporting for the department

Continue to develop a standardized, coordinate-based and positionally accurate geographic information system (GIS) that meets the needs of all users

Provide access to geographic and demographic information to City staff and, as appropriate, to the public

Major changes in Revenue, Expenditures, or Programs:

The Community Development Specialist's salary and fringe benefit costs are recorded in both this budget and in the Housing and Community Development Grants budget. The portion of the Specialist's salary and fringes reimbursable through the grant is charged to the grant budget while the remainder is charged here.

Printing costs include all copies made by City departments on the 5th floor color copier machine in Community and Economic Development.

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Administration

Business Unit 15010

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
480100 General Charges for Svc	\$ 290	\$ 295	\$ 350	\$ 350	\$ 300
Total Revenue	<u>\$ 290</u>	<u>\$ 295</u>	<u>\$ 350</u>	<u>\$ 350</u>	<u>\$ 300</u>
Expenses					
610100 Regular Salaries	\$ 379,753	\$ 380,303	\$ 394,266	\$ 394,266	\$ 400,164
610500 Overtime Wages	1,549	1,247	-	-	-
615000 Fringes	149,329	136,396	166,284	166,284	164,737
620100 Training/Conferences	7,275	2,882	8,240	8,240	8,240
620600 Parking Permits	6,501	7,562	7,560	7,560	7,560
630100 Office Supplies	1,037	1,404	2,244	2,244	2,244
630200 Subscriptions	173	315	450	450	400
630300 Memberships & Licenses	2,545	3,047	3,200	3,200	3,200
630500 Awards & Recognition	312	270	285	285	285
630700 Food & Provisions	297	546	450	450	450
631500 Books & Library Materials	-	63	75	75	75
632001 City Copy Charges	9,725	5,731	11,550	11,550	11,550
632002 Outside Printing	1,459	555	-	-	-
632700 Miscellaneous Equipment	-	-	200	200	200
641200 Advertising	1,127	1,234	1,333	1,333	1,333
641307 Telephone	1,039	1,038	1,332	1,332	1,332
641308 Cellular Phones	967	405	1,040	1,040	1,040
Total Expense	<u>\$ 563,088</u>	<u>\$ 542,998</u>	<u>\$ 598,509</u>	<u>\$ 598,509</u>	<u>\$ 602,810</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Planning

Business Unit 15020

PROGRAM MISSION

For the benefit of the community, we are committed to advancing the goals of the City's Comprehensive Plan and guiding customers through the development review process, while ensuring compliance with relevant codes, ordinances and regulations.

PROGRAM NARRATIVE

Link to Key Strategies:

Implements Key Strategies #2: "Encourage active community participation and involvement", #4: "Continually assess trends affecting the community and proactively respond," #6: "Create opportunities and learn from successes and failures", and #7: "Communicate our success through stories and testimonials".

Objectives:

- * Provide timely services to the public, development community and other agencies; provide technical and administrative support to the Common Council, the Plan Commission, Community and Economic Development Committee, Appleton Public Arts Committee and the Historic Preservation Commission in matters relating to the comprehensive plan, neighborhood program, zoning and subdivision ordinances, annexations, rezoning, special use permits, historic building and site designations, historic certificate awards, zoning text amendments, future streets, subdivisions, site plan appeals, business licenses and public land dedications and discontinuances
- * Encourage the continued economic development of the City by working with developers, their representatives and the general public to facilitate and expedite their requests for development approval or general planning assistance
- * Improve and protect the health, safety and welfare of Appleton citizens consistent with the Appleton subdivision ordinance, zoning ordinance, comprehensive plan and policies adopted by the Common Council with good land use planning and zoning practices
- * Continue to maintain effective and efficient procedures for meeting legal requirements that set forth the most expeditious time period in which planning and historic preservation applications must be processed
- * Continue to coordinate the technical review group and site plan review process
- * Continue to monitor and maintain all elements of the comprehensive plan and all sections of the zoning ordinance and subdivision ordinance and process all suggested and required amendments to the comprehensive plan, zoning ordinance, subdivision ordinance and land use plan map, zoning map and official street map
- * Continue to implement the goals, objectives and policies of the statutory elements of the comprehensive plan
- * Provide expertise and technical assistance in administering the City's neighborhood program including assisting residents in registering their neighborhood, marketing the program to City residents and working with Appleton residents, other City staff and outside agencies to leverage resources to help improve Appleton's

Major changes in Revenue, Expenditures, or Programs:

No major changes.

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Planning

Business Unit 15020

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
500200 Zoning & Subdivision Fees	\$ 19,255	\$ 23,910	\$ 18,000	\$ 18,000	\$ 18,000
Total Revenue	<u>\$ 19,255</u>	<u>\$ 23,910</u>	<u>\$ 18,000</u>	<u>\$ 18,000</u>	<u>\$ 18,000</u>
Expenses					
610100 Regular Salaries	\$ 206,138	\$ 217,403	\$ 215,799	\$ 215,799	\$ 219,037
615000 Fringes	81,531	79,446	71,995	71,995	71,020
Total Expense	<u>\$ 287,669</u>	<u>\$ 296,849</u>	<u>\$ 287,794</u>	<u>\$ 287,794</u>	<u>\$ 290,057</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Marketing & Business Services

Business Unit 15030

PROGRAM MISSION

For the benefit of Appleton's current and prospective businesses and developers, so that business assistance services are identified and conveyed, and Appleton is selected as the prime location for investment, we will provide information and expertise to address business issues and promote the community.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #2: "Encourage active community participation and involvement", #3: "Recognize and grow everyone's talents", #4: "Continually assess trends affecting the community and proactively respond," #6: "Create opportunities and learn from successes and failures", and #7: "Communicate our success through stories and testimonials."

Objectives:

- Continue to enhance the environment in Appleton to promote business and industry and attract investment
- Continue to examine ways in which City government can be improved to be more responsive, supportive and proactive to business needs
- Promote Appleton to the broader public, especially business and industry
- Conduct business retention visits
- Provide technical assistance for start-up and growing companies
- Assist and be responsive to prospective and established businesses and developers
- Promote the City's interest and develop positive relationships through active participation on various boards, committees and organizations
- Continue implementation of the Comprehensive Plan 2010-2030 and Economic Development Strategic Plan

Major changes in Revenue, Expenditures, or Programs:

No major changes.

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Marketing & Business Services

Business Unit 15030

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Expenses					
610100 Regular Salaries	\$ 80,340	\$ 83,671	\$ 83,052	\$ 83,052	\$ 84,299
615000 Fringes	25,442	24,866	28,260	28,260	27,914
630300 Memberships & Licenses	-	-	-	-	12,000
641200 Advertising	-	-	-	-	12,000
659900 Other Contracts/Obligation	24,712	68,193	66,000	66,000	42,000
Total Expense	<u>\$ 130,494</u>	<u>\$ 176,730</u>	<u>\$ 177,312</u>	<u>\$ 177,312</u>	<u>\$ 178,213</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

ADI - downtown event sponsorships	\$ 12,000
Fox Cities Regional Partnership support	30,000
	<u>\$ 42,000</u>

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

New and Redevelopment Projects

Business Unit 15040

PROGRAM MISSION

For the benefit of targeted businesses and/or developers so that desired development occurs, we will prospect, encourage, direct, negotiate, coordinate and secure development projects.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #2: "Encourage active community participation and involvement", #4: "Continually assess trends affecting the community and proactively respond", and #6: "Create opportunities and learn from successes and failures".

Objectives:

Provide quality information and direction, as well as financial and technical assistance, to businesses seeking to expand or locate within the City

Act as ombudsman for developers pursuing investments in the City

Increase the commercial and industrial components' respective shares of the City's tax base, giving highest priority to redevelopment areas and tax incremental financing districts

Create developable parcels throughout the City, especially within the City's industrial and business parks, redevelopment districts, tax incremental financing districts and registered neighborhoods

Identify Brownfield sites within Appleton and, when feasible and appropriate, mitigate those sites to bring them back to community use

Plan and manage projects conducted to acquire land for industrial and business park expansion, provide necessary infrastructure to facilitate developments of raw land and secure the appropriate public approvals to allow development to occur

Major changes in Revenue, Expenditures, or Programs:

No major changes.

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

New and Redevelopment Projects

Business Unit 15040

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Expenses					
610100 Regular Salaries	\$ 136,664	\$ 142,174	\$ 141,121	\$ 141,121	\$ 143,238
615000 Fringes	45,307	43,872	50,546	50,546	49,521
640400 Consulting Services	34,021	23,599	30,000	30,000	30,000
Total Expense	<u>\$ 215,992</u>	<u>\$ 209,645</u>	<u>\$ 221,667</u>	<u>\$ 221,667</u>	<u>\$ 222,759</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Consulting Services

Environmental assessments,
site analysis, development
due diligence, etc.

\$	30,000
<u>\$</u>	<u>30,000</u>

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Assessing

Business Unit 15050

PROGRAM MISSION

The Appleton Assessor's Office, as a professional team, exists to maintain equitable market value assessments and serve as an informational resource to the community.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy #4: "Continuously assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

Objectives:

A Citywide revaluation of all property will occur for 2023. This is a large two-year project to be accomplished in two phases: All 1,700 commercial property values will be updated by August, 2022, and all 23,800 residential property values will be updated from August, 2022 to August, 2023. Valuation change notices will be mailed to all property owners upon the completion of the revaluation in 2023. In 2022, the Assessor team will perform commercial inspections to update any old records, research comparable sales and trends, collect and analyze rental income, test and calibrate replacement costs, and use professional appraisal methods to calculate current commercial market values.

Develop future leaders for the Assessor's division as part of the City's succession planning initiative. Accomplish this through cross-training, advanced courses, assessor certification exams, and leadership development opportunities.

Major changes in Revenue, Expenditures, or Programs:

Fewer interior building inspections were performed in the first half of 2021 as a COVID-19 precaution. Due to this, the percentage of new and sold buildings inspected and the total number of interior inspections are lower than anticipated. We utilized our MLS and Costar subscriptions to update data, and we allowed property owners to submit photos or videos in lieu of an inspection. By utilizing these methods, we were able to update more assessments than anticipated.

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Assessing

Business Unit 15050

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Expenses					
610100 Regular Salaries	\$ 406,057	\$ 421,088	\$ 421,697	\$ 421,697	\$ 425,666
610500 Overtime Wages	3,304	290	1,352	1,352	1,366
615000 Fringes	151,901	148,692	164,170	164,170	171,256
620100 Training/Conferences	923	835	1,300	1,300	1,200
630200 Subscriptions	1,726	1,726	1,800	1,800	1,800
630300 Memberships & Licenses	330	370	350	350	375
632700 Miscellaneous Equipment	1,380	1,400	1,420	1,420	1,420
641308 Cellular Phones	1,440	624	1,000	1,000	1,000
642501 CEA Operations/Maint.	998	1,948	3,478	3,478	1,600
642502 CEA Depreciation/Replace.	1,658	1,618	1,557	1,557	1,539
659900 Other Contracts/Obligation	12,089	12,141	12,500	12,500	12,200
Total Expense	<u>\$ 581,806</u>	<u>\$ 590,732</u>	<u>\$ 610,624</u>	<u>\$ 610,624</u>	<u>\$ 619,422</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

**CITY OF APPLETON 2022 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

	2019 <u>ACTUAL</u>	2020 <u>ACTUAL</u>	2021 <u>YTD ACTUAL</u>	2021 <u>ORIG BUD</u>	2021 <u>REVISED BUD</u>	2022 <u>BUDGET</u>
Charges for Services						
480100 General Charges for Service	290	295	310	350	350	300
500200 Zoning & Subdivision Fees	<u>19,255</u>	<u>23,910</u>	<u>3,400</u>	<u>18,000</u>	<u>18,000</u>	<u>18,000</u>
TOTAL PROGRAM REVENUES	<u>19,545</u>	<u>24,205</u>	<u>3,710</u>	<u>18,350</u>	<u>18,350</u>	<u>18,300</u>
Salaries						
610100 Regular Salaries	1,063,366	1,117,437	265,662	1,255,935	1,255,935	1,271,904
610200 Labor Pool Allocations	13,512	-	-	-	-	-
610500 Overtime Wages	4,853	1,536	28	1,352	1,352	1,366
611000 Other Compensation	500	500	500	-	-	500
611400 Sick Pay	-	999	1,855	-	-	-
611500 Vacation Pay	131,573	125,703	19,508	-	-	-
615000 Fringes	<u>453,511</u>	<u>433,273</u>	<u>119,092</u>	<u>481,255</u>	<u>481,255</u>	<u>484,448</u>
TOTAL PERSONNEL	<u>1,667,315</u>	<u>1,679,448</u>	<u>406,645</u>	<u>1,738,542</u>	<u>1,738,542</u>	<u>1,758,218</u>
Training~Travel						
620100 Training/Conferences	8,198	3,717	831	9,540	9,540	9,440
620600 Parking Permits	<u>6,501</u>	<u>7,562</u>	<u>7,560</u>	<u>7,560</u>	<u>7,560</u>	<u>7,560</u>
TOTAL TRAINING / TRAVEL	<u>14,699</u>	<u>11,279</u>	<u>8,391</u>	<u>17,100</u>	<u>17,100</u>	<u>17,000</u>
Supplies						
630100 Office Supplies	1,037	1,404	296	2,244	2,244	2,244
630200 Subscriptions	1,899	2,041	377	2,250	2,250	2,200
630300 Memberships & Licenses	2,875	3,417	480	3,550	3,550	15,575
630500 Awards & Recognition	312	270	-	285	285	285
630700 Food & Provisions	297	546	-	450	450	450
631500 Books & Library Materials	-	63	-	75	75	75
632001 City Copy Charges	9,725	5,731	-	11,550	11,550	11,550
632002 Outside Printing	1,459	555	216	-	-	-
632700 Miscellaneous Equipment	<u>1,380</u>	<u>1,400</u>	<u>1,400</u>	<u>1,620</u>	<u>1,620</u>	<u>1,620</u>
TOTAL SUPPLIES	<u>18,984</u>	<u>15,427</u>	<u>2,769</u>	<u>22,024</u>	<u>22,024</u>	<u>33,999</u>
Purchased Services						
640400 Consulting Services	34,021	23,599	750	30,000	30,000	30,000
641200 Advertising	1,127	1,234	-	1,333	1,333	13,333
641307 Telephone	1,039	1,038	239	1,332	1,332	1,332
641308 Cellular Phones	2,407	1,029	264	2,040	2,040	2,040
642501 CEA Operations/Maint.	998	1,948	93	3,478	3,478	1,600
642502 CEA Depreciation/Replace.	1,658	1,618	262	1,557	1,557	1,539
659900 Other Contracts/Obligation	<u>36,801</u>	<u>80,334</u>	<u>43,853</u>	<u>78,500</u>	<u>78,500</u>	<u>54,200</u>
TOTAL PURCHASED SVCS	<u>78,051</u>	<u>110,800</u>	<u>45,461</u>	<u>118,240</u>	<u>118,240</u>	<u>104,044</u>
TOTAL EXPENSE	<u>1,779,049</u>	<u>1,816,954</u>	<u>463,266</u>	<u>1,895,906</u>	<u>1,895,906</u>	<u>1,913,261</u>

CITY OF APPLETON 2022 BUDGET

HOUSING AND COMMUNITY DEVELOPMENT GRANTS

Director Community & Economic Development: Karen E. Harkness

Deputy Director Community & Economic Development: Monica N. Stage

CITY OF APPLETON 2022 BUDGET

HOUSING AND COMMUNITY DEVELOPMENT GRANTS

MISSION STATEMENT

The primary goal of the City's Housing and Community Development Grant programs is the creation of a thriving urban community and improved quality of life in neighborhoods through provision of assistance to low-income households in the forms of affordable homeowner and rental housing opportunities, neighborhood education and revitalization projects.

DISCUSSION OF SIGNIFICANT 2021 EVENTS

Community Development Block Grant (CDBG & CDBG-CV)

For the 2021-2022 award of \$619,567, \$149,325 was allocated as detailed below for City programs and \$470,242 was awarded through a competitive application process.

- Homeowner Rehabilitation Loan Program \$29,892
- Appleton Housing Authority \$37,000
- Fair Housing Services \$25,000
- CDBG Administration \$57,433

Additionally, as a direct response to the COVID-19 pandemic, the City was awarded three tranches of CDBG-CV funding: CDBG-CV1 = \$348,255; CDBG-CV2 = \$148,008; CDBG-CV3 = \$343,268. These funds were allocated to community partners that administered housing assistance, prevention and diversion programming, at-risk youth, street outreach efforts, small business support, and emergency shelter activities.

The 2020 Consolidated Annual Performance Evaluation Report (CAPER) was submitted as first program year for the 2020-2024 Consolidated Plan. The 2021 Annual Action Plan was submitted in June and approved by HUD in July.

In August, 2021, \$28,653 was administratively reallocated from the Neighborhood Program to support community partners through the broader CDBG application process for 2022.

Emergency Housing & Homeless Grant Program/Housing Assistance Programs Grant (EHH/HAP & ESG-CV)

The City, in collaboration with Pillars Inc., ADVOCAP, and Harbor House was successful in applying for Emergency Homeless and Housing (EHH) grant funds for the 2021-2022 program year, receiving a total of \$175,298. Additionally, as a direct response to the COVID-19 pandemic, the City was awarded two tranches of ESG-CV funding: ESG-CV1 = \$325,000; ESG-CV2 = \$468,867. These funds were allocated to community partners that administered street outreach efforts, domestic abuse shelter, and emergency shelter services.

For the 2021 program year, the City was unsuccessful in retaining three Housing Assistance Payment (HAP) grants through the Wisconsin Balance of State Continuum of Care (WIBOSCOC).

Continuum of Care Programs (CoC) #1 (RRH), #2 (RRH EXP), #3 (HP RRH) & #4 (CE-SSO)

In 2021, the City, in collaboration with Pillars Inc., Salvation Army of the Fox Cities, and ADVOCAP, was successful in renewing all three of the Rapid Re-Housing (RRH) program grants and the CoC CE-SSO grant. This role has been responsible for all Coordinated Entry duties in the Fox Cities Continuum of Care under the City of Appleton umbrella since May, 2020. All three CoC RRH grants operate October 1, 2021-September 30, 2022, while the CoC CE-SSO grant operates on a July 1, 2021-June 30, 2022 program year.

Homeowner Rehabilitation Loan Program

This program benefits the City of Appleton by improving residential properties where property owners were unable to obtain financing to make the improvements on their own. In 2021, the Homeowner Rehabilitation Loan Program is projected to rehabilitate 20-24 owner-occupied housing units and invest nearly \$400,000 in home improvement loans.

Neighborhood Program (NP)

Staff continues to promote competitive grant funds available to registered neighborhoods through the Neighborhood Grant Program (TNGP). We encourage Registered Neighborhoods to apply for grant funding to support identified initiatives such as surveys, fun runs, public spaces enhancements, etc. The Historic Central Neighborhood was granted funding through the Neighborhood Grant Program to support a front porch music event (Porchfest).

In May 2021, staff organized and delivered the Neighborhood Program spring meeting, an informal "roundtable" discussion for neighborhood leaders, using a virtual meeting platform. In total, there were 5 participants representing four (4) different neighborhoods. The fall Neighborhood Program meeting is anticipated to be in person for October, 2021.

CITY OF APPLETON 2022 BUDGET

HOUSING AND COMMUNITY DEVELOPMENT GRANTS

MAJOR 2022 OBJECTIVES

The following grant funded programs are intended to benefit both low- and moderate-income (LMI) households and eliminate slum and blight conditions in the City. Below are the specific objectives of each of these programs:

Homeowner Rehabilitation Loan Program (HRLP)

(Program Year: April 1 to March 31)

Improve Appleton's affordable single-family homes by rehabilitating 24 homes for LMI homeowners

Neighborhood Program (NP)

(Program Year: April 1 to March 31)

Award grants to the participating registered neighborhoods from CDBG and general funds based on the application criteria

Community Development Block Grant (CDBG)

(Program Year: April 1 to March 31)

Create and maintain decent and affordable housing opportunities for low-income residents
 Strengthen community services by offering new and improved access for low-income residents
 Expand economic opportunity through financial counseling and business revitalization activities
 Improve various public facilities throughout Appleton to create better availability/accessibility

Continuum of Care Rapid Re-Housing Grant (COC RRH) #1, #2, #3 and #4

(Program Year: October 1 to September 30)

Provide for adequate and successful operation of transitional and permanent supportive housing programs
 Provide for utilization of Housing First Model

Emergency Housing & Homeless Grant/Housing Programs (EHH/HAP)

(Program Year: July 1 to June 30)

Prevent homelessness among City of Appleton residents through housing counseling and financial assistance
 Provide essential services and adequate facilities for transitional housing and rapid rehousing program participants utilizing the Housing First Model
 Provide emergency shelter and associated services to persons experiencing homelessness

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	Change *
Program Revenues		\$ 1,320,456	\$ 1,983,252	\$ 1,738,807	\$ 1,738,807	\$ 1,770,717	1.84%
Program Expenses							
2100	CDBG	487,936	576,746	561,334	561,334	508,363	-9.44%
2140	Emergency Shelter	279,825	272,471	259,510	259,510	342,353	31.92%
2150	Continuum of Care	209,846	364,545	355,238	355,238	385,140	8.42%
2170	Homeowner Rehab Loan	419,111	486,354	454,072	454,072	454,861	0.17%
2180	Neighborhood Program	4,305	1	113,387	113,387	86,484	-23.73%
TOTAL		\$ 1,401,023	\$ 1,700,117	\$ 1,743,541	\$ 1,743,541	\$ 1,777,201	1.93%
Expenses Comprised Of:							
Personnel		131,979	192,850	211,727	211,727	216,522	2.26%
Training & Travel		6,939	1,639	12,620	12,620	8,963	-28.98%
Supplies & Materials		940	1,225	3,611	3,611	2,567	-28.91%
Purchased Services		11,467	17,680	11,690	11,690	4,690	-59.88%
Miscellaneous Expense		1,249,698	1,486,723	1,503,893	1,503,893	1,544,459	2.70%
Full Time Equivalent Staff:							
Personnel allocated to programs		1.31	2.23	2.35	2.35	2.35	

* % change from prior year adopted budget

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

Community Development Block Grant

Business Unit 2100

PROGRAM MISSION

In order to provide decent housing, create suitable living environments and expand economic opportunities for low-income persons, the City will administer the receipt and expenditure of Federal Community Development Block Grant (CDBG) proceeds for affordable housing rehabilitation, public facilities improvements, neighborhood revitalization projects, provision of public services and various other community development projects.

PROGRAM NARRATIVE

Link to City Goals:

Key Strategy #2: "Encourage active community participation and involvement".

Objectives:

The creation of a thriving urban community through provision of assistance to low- and moderate-income (LMI) households in the forms of basic shelter, affordable housing opportunities, expanded economic opportunities, suitable living environments and supportive services related to residential, financial and social stability.

Major changes in Revenue, Expenditures, or Programs:

In August, 2021, \$28,653 was administratively reallocated to support community partners through the broader CDBG application process for 2022.

Revenues and expenditures associated with this program are subject to the final entitlement award amount, as well as the Community and Economic Development Committee and Common Council approval of CDBG subrecipient awards.

The estimated award for the 2022-2023 program year is \$599,710. The allocation of the funds is as follows:

CDBG - Community Dev/Finance Admin	\$ 158,479*
Homeowner Rehab. Loan Program	<u>120,000</u>
	\$ 278,479
Awarded through competitive application process	<u>349,884**</u>
Total estimated award	<u>\$ 628,363</u>

* Includes requirement for Fair Housing Services and any allocation for Appleton Housing Authority.

** Additional \$28,653 reallocated from the 2016 Neighborhood Grant Program.

Actual funding for 2020 includes the 2020 CDBG allocation (\$591,911), plus the CDBG-CV1 funds (\$348,255) received.

Projected funding for 2021 includes the 2021 CDBG allocation (\$619,567), plus the CDBG-CV2 (\$148,008) and CDBG-CV3 (\$343,268) funds received.

Target funding for 2022 is an estimate based on the last three years' average, excluding CV funding.

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

Community Development Block Grant

Business Unit 2100

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
421000 Federal Grants	\$ 489,021	\$ 576,747	\$ 561,334	\$ 561,334	\$ 508,363
Total Revenue	<u>\$ 489,021</u>	<u>\$ 576,747</u>	<u>\$ 561,334</u>	<u>\$ 561,334</u>	<u>\$ 508,363</u>
Expenses					
610100 Regular Salaries	\$ 24,090	\$ 16,133	\$ 35,500	\$ 35,500	\$ 36,387
615000 Fringes	6,471	6,344	14,846	14,846	15,005
620100 Training/Conferences	2,937	1,265	3,600	3,600	3,600
630100 Office Supplies	-	120	127	127	127
630300 Memberships & Licenses	940	940	940	940	940
632001 City Copy Charges	-	-	500	500	500
640100 Accounting/Audit Fees	5,650	3,903	1,460	1,460	1,460
641200 Advertising	364	469	400	400	400
641307 Telephone	48	48	60	60	60
659900 Other Contracts/Obligation	-	-	-	-	-
660800 Block Grant Payments	447,436	547,524	503,901	503,901	449,884
Total Expense	<u>\$ 487,936</u>	<u>\$ 576,746</u>	<u>\$ 561,334</u>	<u>\$ 561,334</u>	<u>\$ 508,363</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Block Grant Payments

Appleton Housing Authority Award	\$ 75,000
Fair Housing Services	25,000
Awards and loans to community organizations and individuals for the benefit of low to moderate income (LMI) persons	349,884
	<u>\$ 449,884</u>

Summary of the Appleton CDBG Allocation Process

Each program year, administration costs, funding for fair housing requirements, the Homeowner Rehabilitation Loan Program, the Neighborhood Services Program and Appleton Housing Authority, plus any other City programs that qualify for CDBG funding are subtracted from the entitlement award amount to determine an adjusted dollar figure of CDBG funds available for subrecipient projects.

**CITY OF APPLETON 2022 BUDGET
HOUSING, HOMELESS AND BLOCK GRANTS**

Emergency Housing & Homeless Grant/Housing Assistance Programs (EHH/HAP)

Business Unit 2140

PROGRAM MISSION

To promote efficient and cooperative use of resources by local non-profit agencies for the benefit of persons in need of emergency shelter, transitional housing and homeless prevention services in the City of Appleton and the greater Fox Cities region.

PROGRAM NARRATIVE

Link to City Goals:

Key Strategy #2: "Encourage active community participation and involvement".

Objectives:

The purpose of this grant is to benefit persons in need of emergency shelter, transitional housing and homeless prevention services. Emergency Housing & Homeless Grant/Housing Assistance Programs (EHH/HAP) funds are disbursed by the Wisconsin Department of Administration via a competitive grant application process.

As the lead fiscal and administrative agent, the City of Appleton applies for EHH/HAP funding in collaboration with other local non-profit partners. The City serves as a pass-through for funding to local non-profit agencies that meet the niche requirements of the EHH/HAP program. In exchange for serving as the lead fiscal and administrative agent, the City of Appleton receives a small amount of funding for administration costs. The City uses some of the administration funds to support the Homeless Management Information System (HMIS), a statewide information exchange maintained by the Institute for Community Alliances as the lead organization for the State of Wisconsin.

EHH/HAP funds may be used in the following areas related to emergency shelter and housing programs: rapid re-housing programs, homeless prevention programs, emergency shelter programs, street outreach programs, HMIS, and administration costs. The shelter programs may include shelters for victims of domestic violence, runaway adolescents, and persons with disabilities, as well as generic shelter and transitional housing programs. Any city, county or private non-profit agency may apply for funding during the State's annual competition for EHH/HAP funding.

The current partner agencies receiving EHH/HAP funding are: Pillars, Inc. (formerly Housing Partnership of the Fox Cities, Homeless Connection and Fox Valley Warming Shelter), ADVOCAP, and Harbor House.

Major changes in Revenue, Expenditures, or Programs:

Projected 2021 ESG grant award includes the 2021 allocation (\$175,298), plus the ESG-CV2 (\$468,867) funds. Payment to ICA for use of the Housing Management Inventory System was modified in 2021, initially deducting the \$5,700 payment from the top of each coalition's total award.

The budgeted 2022 ESG grant award is an estimate based on the last three years' average, excluding CV funds.

**CITY OF APPLETON 2022 BUDGET
HOUSING, HOMELESS AND BLOCK GRANTS**

Emergency Housing & Homeless Grant/Housing Assistance Programs (EHH/HAP)

Business Unit 2140

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
422400 Miscellaneous State Aids	\$ 265,584	\$ 265,601	\$ 259,510	\$ 259,510	\$ 342,353
423000 Miscellaneous Local Aids	-	6,870	-	-	-
Total Revenue	\$ 265,584	\$ 272,471	\$ 259,510	\$ 259,510	\$ 342,353
Expenses					
610100 Regular Salaries	\$ 4,009	\$ 16,761	\$ 18,363	\$ 18,363	\$ 18,090
615000 Fringes	1,910	6,667	9,416	9,416	9,592
640400 Consulting Services	-	5,700	5,700	5,700	-
663000 Other Grant Payments	273,906	243,343	226,031	226,031	314,671
Total Expense	\$ 279,825	\$ 272,471	\$ 259,510	\$ 259,510	\$ 342,353

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Grant Payments

Awards and loans to community organizations and individuals for the benefit of low- to moderate-income (LMI) persons:

	ESG/HPP	HAP RRH	HAP RRH EXP	Total
ADVOCAP	103,078	12,500	5,885	121,463
Pillars	151,194	12,500	5,885	169,579
Harbor House DV Shelter	23,629	-	-	23,629
Total	\$ 277,901	\$ 25,000	\$ 11,770	\$ 314,671

**CITY OF APPLETON 2022 BUDGET
HOUSING, HOMELESS AND BLOCK GRANTS**

Continuum of Care Program (CoC)

Business Unit 2150

PROGRAM MISSION

To provide necessary case management and support services to individuals and families enrolled in transitional and permanent supportive housing programs, the City of Appleton will serve as a pass-through entity and administer funds to local non-profit organizations that directly serve the target population in Appleton and the Fox Cities.

PROGRAM NARRATIVE

Link to City Goals:

Key Strategy #2: "Encourage active community participation and involvement".

Objectives:

Continuum of Care (COC) funds support programs that offer both housing opportunities and related support services for persons transitioning from homelessness to independent living. Specifically, COC funds support housing in the following environments: (1) transitional housing; (2) permanent housing for homeless persons with disabilities; (3) other types of innovative supportive housing for homeless people.

COC funds are disbursed by the U.S. Department of Housing & Urban Development, but are awarded to the City of Appleton as a partner in the Balance of State (Wisconsin) via a competitive grant application process. As the lead fiscal and administrative agent, the City of Appleton applies for four separate COC grants in collaboration with other local non-profit partners -- three grants are for collaborative rapid re-housing housing programs (RRH), and the fourth grant, the CE-SSO grant, is an administrative grant that supports the City's new Coordinated Entry Specialist role. The role is responsible for all Coordinated Entry duties in the Fox Cities Continuum of Care.

The City serves as the lead agency for this funding to local non-profit agencies that meet the niche requirements of the COC program. Three agencies, including Pillars, Inc., Salvation Army, and ADVOCAP, receive RRH funding through two of the four grants, with Pillars, Inc. receiving the third RRH award solely, and the City being the direct recipient of the fourth grant (CE-SSO). In exchange for serving as the lead fiscal and administrative agent, the City also receives a small amount of funding for administration costs.

Major changes in Revenue, Expenditures, or Programs:

In 2021, the Housing Management Inventory System (HMIS) underwent a conversion to a new platform. This caused fluctuations and delays in the data, and will directly impact the strategic outcomes in 2022.

**CITY OF APPLETON 2022 BUDGET
HOUSING, HOMELESS AND BLOCK GRANTS**

Continuum of Care Program (COC)

Business Unit 2150

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
422400 Miscellaneous State Aids	\$ 207,531	\$ 369,457	\$ 355,238	\$ 355,238	\$ 385,140
Total Revenue	<u>\$ 207,531</u>	<u>\$ 369,457</u>	<u>\$ 355,238</u>	<u>\$ 355,238</u>	<u>\$ 385,140</u>
Expenses					
610100 Regular Salaries	\$ 6,569	\$ 38,520	\$ 29,111	\$ 29,111	\$ 30,571
610500 Overtime Wages	115	360	-	-	-
615000 Fringes	3,580	13,964	14,819	14,819	15,116
620100 Training/Conferences	3,553	323	8,000	8,000	4,343
620600 Parking Permits	-	-	420	420	420
630100 Office Supplies	-	-	2,044	2,044	1,000
630300 Memberships & Licenses	-	165	-	-	-
640400 Consulting	-	1,420	-	-	-
641307 Telephone	-	126	270	270	270
663000 Other Grant Payments	196,029	309,667	300,574	300,574	333,420
Total Expense	<u>\$ 209,846</u>	<u>\$ 364,545</u>	<u>\$ 355,238</u>	<u>\$ 355,238</u>	<u>\$ 385,140</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Grant Payments

Awards and loans to community organizations and individuals for the benefit of low to moderate income (LMI) persons:

	COC #1 RRH	COC #2 HP RRH	COC #3 RRH EXP	Total
ADVOCAP	\$ 45,212	\$ -	\$ 13,552	\$ 58,764
Pillars, Inc.	19,764	89,060	23,384	\$ 132,208
Salvation Army	103,548	-	38,900	\$ 142,448
	<u>\$ 168,524</u>	<u>\$ 89,060</u>	<u>\$ 75,836</u>	<u>\$ 333,420</u>

CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS

Homeowner Rehabilitation Loan Program

Business Unit 2160/2170/2190

PROGRAM MISSION

In order to assist low- and moderate-income (LMI) homeowners in protecting the investment in their single-family homes or owner-occupied duplex, the Homeowner Rehabilitation Loan Program (HRLP) will utilize CDBG funds, HOME Homeowner funds, and Lead Hazard Control funds to provide them with no interest/no monthly payment loans to make necessary repairs and eliminate lead-based paint hazards to increase the value and extend the life of their homes.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #2: "Encourage active community participation and involvement" and #7: "Communicate our success through stories and testimonials".

Objectives:

Provide LMI homeowners in the City of Appleton with financial and related technical assistance for the rehabilitation of their single-family homes or owner-occupied duplexes in order to maintain affordable home ownership opportunities for all residents.

The HRLP is a revolving loan program supported by the following funding sources:

- Program Income from the repayment of HOME Homeowner Rehabilitation loans (Business Unit 2160)
- Program Income from the repayment of HOME Rental Rehabilitation loans (Business Unit 2160)
- CDBG funds from the U.S. Department of Housing and Urban Development (HUD) (Business Unit 2170)
- Program Income from the repayment of CDBG loans (Business Unit 2170)
- Program Income from the repayment of Lead Hazard Control Grant loans (Business Unit 2190)

Major changes in Revenue, Expenditures or Programs:

Due to decreased loan repayments (compared to higher loan repayments the previous year), new CDBG funding has been increased to the amount needed for program delivery and project costs. All other project and program delivery costs will be paid out of program income. In the future, if CDBG funds are eliminated, the Housing Coordinator's salary and fringes may come out of the City's General fund or from other revenue sources.

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

Homeowner Rehabilitation Loan Program

Business Unit 2160/2170/2190

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
421000 Federal Grants	\$ 87,849	\$ 129,146	\$ 29,892	\$ 29,892	\$ 120,000
471000 Interest on Investments	1,450	26	-	-	-
503500 Other Reimbursements	461	181	-	-	-
505000 Project Repayments	268,560	635,224	424,180	424,180	334,861
Total Revenue	\$ 358,320	\$ 764,577	\$ 454,072	\$ 454,072	\$ 454,861
Expenses					
610100 Regular Salaries	\$ 69,650	\$ 76,983	\$ 72,253	\$ 72,253	\$ 74,060
615000 Fringes	15,586	17,119	17,419	17,419	17,701
620100 Training/Conferences	448	50	600	600	600
641307 Telephone	56	56	200	200	200
641308 Cellular Phones	39	186	-	-	-
659900 Other Contracts/Obligation	5,310	5,771	3,600	3,600	2,300
660800 Block Grant Payments	328,022	386,189	185,000	185,000	334,000
663000 Other Grant Payments	-	-	175,000	175,000	26,000
Total Expense	\$ 419,111	\$ 486,354	\$ 454,072	\$ 454,072	\$ 454,861

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Block Grant Payments

Loans to low- and moderate-income households for the rehabilitation of their homes.

Rehab projects \$ 334,000
\$ 334,000

Other Grant Payments

Loans to low- and moderate-income households for the rehabilitation of their homes.

Rehab projects \$ 26,000
\$ 26,000

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

Neighborhood Program

Business Unit 2180

PROGRAM MISSION

For the benefit of Appleton neighborhoods, the Neighborhood Program (NP) will help create and/or maintain suitable living environments by providing opportunities that encourage and facilitate private and public investment in residential and commercial areas of the City. This community investment provides the impetus for overall neighborhood improvements -- such as strengthening existing neighborhoods, attracting new businesses, enhancing public spaces -- that contribute to the social, cultural and economic vitality of neighborhoods.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #2: "Encourage active community participation and involvement" and #7: "Communicate our success through stories and testimonials".

Objectives:

The goal of this program is to foster communication between neighborhoods and the City of Appleton by providing the expertise and technical assistance in administering the City's Neighborhood Program including: assisting residents on how to register their neighborhood; marketing the program to City residents; and working with Appleton residents, other City staff and outside agencies to leverage resources to help improve Appleton's neighborhoods.

The Neighborhood Program (NP) delivery will incorporate the use of multiple CDBG national objectives as a means of facilitating and completing projects in a timely and effective manner.

Major changes in Revenue, Expenditures or Programs:

Staff organized and delivered the Neighborhood Program Spring and Fall Meetings, which are informal, "roundtable" discussions for neighborhood leaders. Facilitating opportunities for neighborhoods to report out their successes, solicit peer review and learn about City resources may continue to replace the conventional Neighborhood Academy.

Grant funds will continue to be available to registered neighborhoods through the CDBG and tax levy funding sources. Neighborhood grants totaling \$80,000 (CDBG) and \$6,484 (General Fund) are anticipated in 2022. In August, 2021, \$28,653 was administratively reallocated to support community partners through the broader CDBG application process for 2022. The NP will not request additional CDBG funding in 2022 in order to draw down funds from prior year allocations. Once those funds are allocated, future CDBG funding requests are anticipated. After drawing down a sizable amount of funds from prior year allocations, this budget includes a request of \$3,000 for the general fund source that is available to all neighborhoods, not just those limited neighborhoods qualified by HUD.

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

Neighborhood Program

Business Unit 2180

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
421000 Federal Grants	-	-	108,653	108,653	80,000
Total Revenue	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 111,653</u>	<u>\$ 111,653</u>	<u>\$ 83,000</u>
Expenses					
660800 Block Grant Payments	\$ -	\$ -	\$ 108,653	\$ 108,653	\$ 80,000
663000 Other Grant Payments	4,305	1	4,734	4,734	6,484
Total Expense	<u>\$ 4,305</u>	<u>\$ 1</u>	<u>\$ 113,387</u>	<u>\$ 113,387</u>	<u>\$ 86,484</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Block grant payments

Targeted Neighborhood Investment grants to create strong neighborhoods	\$ 80,000
	<u>\$ 80,000</u>

**CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS**

	2019 <u>ACTUAL</u>	2020 <u>ACTUAL</u>	2021 <u>YTD ACTUAL</u>	2021 <u>ORIG BUD</u>	2021 <u>REVISED BUD</u>	2022 <u>BUDGET</u>
Program Revenues						
411000 Property Tax	-	-	-	3,000	3,000	3,000
421000 Federal Grants	576,871	705,893	125,950	699,879	699,879	708,363
422400 Miscellaneous State Aids	473,115	635,058	205,173	614,748	614,748	727,493
423000 Miscellaneous Local Aids	-	6,870	-	-	-	-
471000 Interest on Investments	1,450	26	35	-	-	-
503500 Other Reimbursements	460	180	180	-	-	-
505000 Project Repayments	268,560	635,225	452,699	424,180	424,180	334,861
TOTAL PROGRAM REVENUES	<u>1,320,456</u>	<u>1,983,252</u>	<u>784,037</u>	<u>1,741,807</u>	<u>1,741,807</u>	<u>1,773,717</u>
Personnel						
610100 Regular Salaries	96,470	139,127	71,026	155,227	155,227	159,108
610500 Overtime Wages	115	679	360	-	-	-
611400 Sick Pay	549	532	304	-	-	-
611500 Vacation Pay	7,299	8,419	2,890	-	-	-
615000 Fringes	27,546	44,093	22,276	56,500	56,500	57,414
TOTAL PERSONNEL	<u>131,979</u>	<u>192,850</u>	<u>96,856</u>	<u>211,727</u>	<u>211,727</u>	<u>216,522</u>
Training~Travel						
620100 Training/Conferences	6,939	1,639	1,439	12,200	12,200	8,543
620600 Parking Permits	-	-	-	420	420	420
TOTAL TRAINING / TRAVEL	<u>6,939</u>	<u>1,639</u>	<u>1,439</u>	<u>12,620</u>	<u>12,620</u>	<u>8,963</u>
Supplies						
630100 Office Supplies	-	120	90	2,171	2,171	1,127
630300 Memberships & Licenses	940	1,105	940	940	940	940
632001 City Copy Charges	-	-	-	500	500	500
TOTAL SUPPLIES	<u>940</u>	<u>1,225</u>	<u>1,030</u>	<u>3,611</u>	<u>3,611</u>	<u>2,567</u>
Purchased Services						
640100 Accounting/Audit Fees	5,650	3,903	-	1,460	1,460	1,460
640400 Consulting Services	-	7,120	1,420	5,700	5,700	-
641200 Advertising	364	470	219	400	400	400
641307 Telephone	104	230	61	530	530	530
641308 Cellular Phones	39	186	71	-	-	-
659900 Other Contracts/Obligation	5,310	5,771	2,145	3,600	3,600	2,300
TOTAL PURCHASED SVCS	<u>11,467</u>	<u>17,680</u>	<u>3,916</u>	<u>11,690</u>	<u>11,690</u>	<u>4,690</u>
Miscellaneous Expense						
660800 Block Grant Payments	775,458	933,713	451,592	797,554	797,554	863,884
663000 Other Grant Payments	474,240	553,010	204,090	706,339	706,339	680,575
TOTAL MISCELLANEOUS EXP	<u>1,249,698</u>	<u>1,486,723</u>	<u>655,682</u>	<u>1,503,893</u>	<u>1,503,893</u>	<u>1,544,459</u>
TOTAL EXPENSE	<u><u>1,401,023</u></u>	<u><u>1,700,117</u></u>	<u><u>758,923</u></u>	<u><u>1,743,541</u></u>	<u><u>1,743,541</u></u>	<u><u>1,777,201</u></u>

CITY OF APPLETON 2022 BUDGET
HOUSING AND COMMUNITY DEVELOPMENT GRANTS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected*	2022 Budget
Revenues					
Property Taxes	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
Intergovernmental	1,049,985	1,347,821	1,314,627	1,314,627	1,435,856
Other	270,471	635,431	424,180	424,180	334,861
Total Revenues	<u>1,320,456</u>	<u>1,983,252</u>	<u>1,741,807</u>	<u>1,741,807</u>	<u>1,773,717</u>
Expenses					
Program Costs	<u>1,401,023</u>	<u>1,700,117</u>	<u>1,743,541</u>	<u>1,743,541</u>	<u>1,777,201</u>
Total Expenses	<u>1,401,023</u>	<u>1,700,117</u>	<u>1,743,541</u>	<u>1,743,541</u>	<u>1,777,201</u>
Revenues over (under) Expenses	(80,567)	283,135	(1,734)	(1,734)	(3,484)
Other Financing Sources (Uses)					
Operating Transfers In	<u>(8,951)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	(89,518)	283,135	(1,734)	(1,734)	(3,484)
Fund Balance - Beginning	224,421	134,903	418,038	418,038	416,304
Residual Equity Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 134,903</u>	<u>\$ 418,038</u>	<u>\$ 416,304</u>	<u>\$ 416,304</u>	<u>\$ 412,820</u>

* Due to the variability of the various grant awards, the 2021 amended budget figures have been used

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Community & Economic Development

Business Unit 4330

PROGRAM MISSION

This fund provides for the City's investment in the redevelopment of targeted areas of the City.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement".

Objectives:

The City's updated Comprehensive Plan 2010-2030, including the downtown plan and Fox River chapters, and the economic development strategic plan have identified areas where redevelopment may be appropriate. The ability of the City to acquire properties in these areas as they become available will enhance our ability to influence meaningful redevelopment. Supporting the retention, growth and long-term economic vitality of Appleton's businesses is also a priority.

Project _____	Amount	Page _____
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No funds have been budgeted for 2022. If a development project arises, a separate action requesting applicable funding will be presented to the Council for approval at that time.

Major changes in Revenue, Expenditures, or Programs:

No major changes.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
Program Revenues		\$ 101,867	\$ 2,185	\$ -	\$ -	\$ -	-
Program Expenses		\$ 103,718	\$ -	\$ -	\$ -	\$ -	N/A
Expenses Comprised Of:							
Personnel		-	-	-	-	-	N/A
Administrative Expense		-	-	-	-	-	N/A
Supplies & Materials		-	-	-	-	-	N/A
Purchased Services		103,718	-	-	-	-	N/A
Utilities		-	-	-	-	-	N/A
Repair & Maintenance		-	-	-	-	-	N/A
Capital Expenditures		-	-	-	-	-	N/A

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

COMMUNITY DEVELOPMENT

Business Unit 4330

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
471000 Interest on Investments	\$ 1,867	\$ 2,185	\$ -	\$ -	\$ -
503500 Other Reimbursements	100,000	-	-	-	-
Total Revenue	<u>\$ 101,867</u>	<u>\$ 2,185</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenses					
632700 Miscellaneous Equipment	\$ 74,118	\$ -	\$ -	\$ -	\$ -
640400 Consulting Services	29,600	-	-	-	-
Total Expense	<u>\$ 103,718</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

CITY OF APPLETON 2022 BUDGET
COMMUNITY DEVELOPMENT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Revenues					
Interest Income	\$ 1,867	\$ 2,185	\$ -	\$ -	\$ -
	100,000	-	-	-	-
Total Revenues	<u>101,867</u>	<u>2,185</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses					
Program Costs	103,718	-	-	-	-
Total Expenses	<u>103,718</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenues over (under) Expenses	(1,851)	2,185	-	-	-
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	(1,851)	2,185	-	-	-
Fund Balance - Beginning	<u>78,363</u>	<u>76,512</u>	<u>78,697</u>	<u>78,697</u>	<u>78,697</u>
Fund Balance - Ending	<u>\$ 76,512</u>	<u>\$ 78,697</u>	<u>\$ 78,697</u>	<u>\$ 78,697</u>	<u>\$ 78,697</u>

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Industrial Park Land

Business Unit 4280/4281

PROGRAM MISSION

The Industrial Park Land Fund is the clearing house for the City's industrial and business park land sale revenue, acquisition of associated land, and land development costs associated with industrial/business park infrastructures. This fund is utilized for these purposes exclusive of the industrial/business park areas developed and financed with tax incremental financing district(s).

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 4: "Continually assess trends affecting the community and proactively respond".

Objectives:

The 2022 budget includes funds for maintenance of the remaining 4 acres of land and berm maintenance in the City's Northeast Business Park in addition to the portion of Southpoint Commerce Park that is outside of TIF District #6. This includes weed cutting, soil testing, environmental reviews, surveys, real estate commissions, title insurance, and other costs associated with selling land. Maintenance costs and rental income associated with the home and land acquired in 2016 at 110 and 210 W. Edgewood Drive are also included in this budget. In addition, funds to cover the cost of lighting the two business park identification signs marking the main entrances to the Northeast Business Park and Southpoint Commerce Park are included in this budget. There are currently 6 parcels sold in the Northeast Business Park that remain undeveloped. Per the covenants, the owners have one year to develop these parcels. The City has first right of refusal on these properties if the current owners wish to sell.

Major changes in Revenue, Expenditures or Programs:

Funds are not included in the 2022 budget for the potential repurchase of lots in the Northeast Business Park and Southpoint Commerce Park that may fall out of compliance with the protective covenants for construction. Since purchases are only made at the direction of the Common Council, if any such parcels become available, a separate action to purchase the parcel(s) will be brought forward in 2022.

Rental income includes leasing the home at 110 W. Edgewood, farmland associated with the Edgewood Drive properties, and the portion of Southpoint Commerce Park outside of TIF #6. Due to site constraints, the lease rate for the 21.25 farmable acres on Edgewood Drive was set at \$63 per acre. The farm lease for vacant Southpoint Commerce Park land was updated in 2020 following an RFP process. The revenue account reflects the new lease rate of \$160 per acre and assumes 75.8 acres of leasable land after pending and recent sales in the business park. 80% of the lease revenue is payable to the IPLF and 20% is in TIF #6.

Demand for land in Southpoint Commerce Park remains strong. With recent lot sales, and pending lot sales, it's projected only 64 acres of ready-to-build land will be available in 2022. The 2022 budget, and subsequent years in the 5-year CIP plan, include funding for engineering, platting, permitting, and infrastructure construction for the approximately 80 acres east of Eisenhower Drive and west of Coop Road. This would open the last piece of Southpoint Commerce Park as ready-to-build lots. A potential future TIF District is planned to support the investment in the next phase of Southpoint.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
	Program Revenues	\$ 170,022	\$ 615,418	\$ 41,217	\$ 41,217	\$ 27,441	-33.42%
	Program Expenses	\$ 138,973	\$ 163,527	\$ 296,102	\$ 1,095,444	\$ 150,957	-49.02%
Expenses Comprised Of:						200,000	
	Personnel	-	-	-	-	-	N/A
	Purchased Services	35,639	31,220	79,754	79,754	115,128	44.35%
	Capital Expenditures	103,334	132,307	216,348	1,015,690	235,829	9.00%

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Industrial Park Land

Business Unit 4280/4281

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
471000 Interest on Investments	\$ 20,127	\$ 15,322	\$ 15,000	\$ 15,000	\$ 5,000
500400 Sale of City Property	105,364	565,333	-	-	-
501500 Rental of City Property	44,531	34,763	26,217	26,217	22,441
591000 Proceeds of Long-term Debt	-	-	-	-	-
Total Revenue	\$ 170,022	\$ 615,418	\$ 41,217	\$ 41,217	\$ 27,441
Expenses					
640400 Consulting Services	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 90,000
641200 Advertising	17,173	13,462	18,000	18,000	18,000
641301 Electric	330	607	975	975	975
641306 Stormwater	4,939	6,555	4,979	4,979	6,153
642500 CEA Expense	-	197	-	-	-
659900 Other Contracts/Obligation	13,197	10,399	35,800	35,800	35,829
680100 Land	53,136	63,917	200,000	999,342	-
680903 Sanitary Sewers	50,198	68,390	16,348	16,348	-
Total Expense	\$ 138,973	\$ 163,527	\$ 296,102	\$ 1,095,444	\$ 150,957

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Consulting Services

Platting and lot grading	\$ 10,000
Engineering for SPCP next phase	70,000
Testing and analysis, title work and due diligence for land sales	10,000
	<u>\$ 90,000</u>

Advertising

Marketing	\$ 18,000
	<u>\$ 18,000</u>

Other Contracts/Obligations

Maintenance of 110 W. Edgewood	\$ 3,000
Real Estate Commissions (4 Acres @ \$40,000)	12,800
Weed cutting/maintenance/debris clean-up at Edgewood, Southpoint & NE Business Parks	20,029
	<u>\$ 35,829</u>

CITY OF APPLETON 2022 BUDGET
INDUSTRIAL PARK LAND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Revenues					
Interest Income	\$ 20,127	\$ 15,322	\$ 15,000	\$ 5,000	\$ 5,000
Other	44,531	34,763	26,217	30,000	22,441
Total Revenues	<u>64,658</u>	<u>50,085</u>	<u>41,217</u>	<u>35,000</u>	<u>27,441</u>
Expenses					
Program Costs	138,973	163,527	296,102	148,102	150,957
Total Expenses	<u>138,973</u>	<u>163,527</u>	<u>296,102</u>	<u>148,102</u>	<u>150,957</u>
Revenues over (under)					
Expenses	(74,315)	(113,442)	(254,885)	(113,102)	(123,516)
Other Financing Sources (Uses)					
Sale of City Property	105,364	565,333	-	-	-
Transfer In - General Fund	-	-	-	250,000	-
Total Other Financing Sources (Uses)	<u>105,364</u>	<u>565,333</u>	<u>-</u>	<u>250,000</u>	<u>-</u>
Net Change in Equity	31,049	451,891	(254,885)	136,898	(123,516)
Fund Balance - Beginning	<u>571,287</u>	<u>602,336</u>	<u>1,054,227</u>	<u>1,054,227</u>	<u>1,191,125</u>
Fund Balance - Ending	<u>\$ 602,336</u>	<u>\$ 1,054,227</u>	<u>\$ 799,342</u>	<u>\$ 1,191,125</u>	<u>\$ 1,067,609</u>

CITY OF APPLETON 2022 BUDGET

TAX INCREMENTAL FINANCING DISTRICTS

Community & Economic Development Director: Karen E. Harkness

Finance Director: Anthony D. Saucerman, CPA

**CITY OF APPLETON 2022 BUDGET
SPECIAL REVENUE FUNDS**

Tax Incremental District # 3

Business Unit 2040

PROGRAM MISSION

This program accounts for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

Tax Incremental Financing (TIF) District #3 includes the area bounded by Richmond and Superior Streets, from the County Courthouse to the School Administration building.

Primary projects include the Green and Yellow Parking Ramps, the Radisson Paper Valley Hotel expansion, the Evans Title building, Appleton Retirement Community, the Copper Leaf Hotel, and the Richmond Terrace property. This district was scheduled to close in 2021, but in 2011 was designated as distressed as allowed by Act 310. This designation allows the extension of the district's life by up to ten years (2029) beyond the original

	General Fund Advance	Parking Utility Advance		General Fund Advance	Parking Utility Advance
1993	\$ -	\$ 129,877	2008	239,309	900,000
1994	-	604,290	2009	(568,726)	1,000,000
1995	-	703,516	2010	222,838	1,000,000
1996	-	1,254,622	2011	643,980	1,000,000
1997	639,211	764,308	2012	676,179	1,000,000
1998	1,141,212	787,831	2013	(417,512)	1,200,000
1999	1,756,773	827,222	2014	(1,360,888)	1,200,000
2000	1,774,640	868,584	2015	(1,428,932)	1,200,000
2001	1,341,515	1,568,974	2016	(2,000,000)	1,400,000
2002	2,235,558	969,870	2017	(1,500,000)	1,200,000
2003	1,498,145	1,892,733	2018	(1,500,000)	1,000,000
2004	1,575,103	1,338,592	2019	(1,500,000)	600,000
2005	393,108	800,000	2020	(1,150,000)	-
2006	207,763	900,000	2021	(1,000,000)	-
2007	423,151	900,000	2022	(1,250,000)	-
			12/31/22 Balance	\$ 1,092,427	\$ 27,010,419

Major changes in Revenue, Expenditures, or Programs:

TIF #3 is expected to repay the general fund advances, including interest in 2023. Beginning in 2024, the annual property tax increments will be used to repay the Parking Utility until the closure of the TIF in 2029.

TIF #3 was amended in 2021 to transfer under-valued and under-utilized parcels to TIF#12 in order to encourage development, increase the tax base, and meet the goals and objectives as detailed in the Comprehensive Plan.

DEPARTMENT BUDGET SUMMARY

Unit	Programs Title	Actual		Budget			% Change *
		2019	2020	Adopted 2021	Amended 2021	2022	
	Program Revenues	\$ 68,749	\$ 42,861	\$ 10,983	\$ 10,983	\$ 11,000	0.15%
	Program Expenses	\$ 263,591	\$ 198,268	\$ 143,581	\$ 143,581	\$ 87,521	-39.04%
Expenses Comprised Of:							
	Purchased Services	1,470	2,396	1,460	1,460	1,650	13.01%
	Other Expense	262,121	195,872	142,121	142,121	85,871	-39.58%

* % change from prior year adopted budget

**CITY OF APPLETON 2022 BUDGET
SPECIAL REVENUE FUNDS**

Tax Incremental District # 3

Business Unit 2040

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
4110 Property Taxes	\$ 1,085,346	\$ 1,102,513	\$ 1,240,000	\$ 1,240,000	\$ 1,150,000
4130 Payment in Lieu of Taxes	36,741	25,000	-	-	-
4227 State Aid - Computers	5,141	5,141	5,000	5,000	5,000
4228 State Aid - Personal Property	6,203	3,593	983	983	1,000
4710 Interest on Investments	20,664	9,127	5,000	5,000	5,000
5927 Transfer In - Parking Utility	600,000	-	-	-	-
Total Revenue	\$ 1,754,095	\$ 1,145,374	\$ 1,250,983	\$ 1,250,983	\$ 1,161,000
Expenses					
6401 Accounting/Audit	\$ 1,320	\$ 1,246	\$ 1,310	\$ 1,310	\$ 1,500
6402 Legal Fees	150	1,150	150	150	150
6720 Interest Payments	262,121	195,872	142,121	142,121	85,871
7913 Trans Out - Debt Service	-	-	-	-	-
Total Expense	\$ 263,591	\$ 198,268	\$ 143,581	\$ 143,581	\$ 87,521

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

CITY OF APPLETON 2022 BUDGET

TAX INCREMENTAL DISTRICT # 3

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Revenues					
Property Taxes	\$ 1,085,346	\$ 1,102,513	\$ 1,240,000	\$ 1,215,753	\$ 1,150,000
Payment in Lieu of Taxes	36,741	25,000	-	-	-
Intergovernmental	11,344	8,734	5,983	6,124	6,000
Interest Income	20,664	9,127	5,000	1,000	5,000
Total Revenues	<u>1,154,095</u>	<u>1,145,374</u>	<u>1,250,983</u>	<u>1,222,877</u>	<u>1,161,000</u>
Expenses					
Interest Expense	262,121	195,872	142,121	142,121	85,871
Administrative Expenses	1,470	2,396	1,460	1,208	1,650
Total Expenses	<u>263,591</u>	<u>198,268</u>	<u>143,581</u>	<u>143,329</u>	<u>87,521</u>
Revenues over (under) Expenses	890,504	947,106	1,107,402	1,079,548	1,073,479
Other Financing Sources (Uses)					
Operating Transfers In - Other Funds	600,000	-	-	-	-
Operating Transfers Out - Debt Service	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>600,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	1,490,504	947,106	1,107,402	1,079,548	1,073,479
Fund Balance (Deficit)- Beginning	<u>(5,649,231)</u>	<u>(4,158,727)</u>	<u>(3,211,621)</u>	<u>(3,211,621)</u>	<u>(2,132,073)</u>
Fund Balance (Deficit)- Ending	<u>\$ (4,158,727)</u>	<u>\$ (3,211,621)</u>	<u>\$ (2,104,219)</u>	<u>\$ (2,132,073)</u>	<u>\$ (1,058,594)</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 130,806	\$ 210,354
+ Net Change in Equity	1,079,548	1,073,479
- General Fund Advance Repayment	<u>(1,000,000)</u>	<u>(1,250,000)</u>
Working Cash - End of Year	<u>\$ 210,354</u>	<u>\$ 33,833</u>

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 6

Business Unit 4090

PROGRAM MISSION

TIF District #6 supports the City's southeast growth corridor, financing land assembly for both public purposes and industrial development as well as infrastructure installation to the area. This fund accounts for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

Overall administration of the Southpoint Commerce Park, including costs for maintenance, real estate commissions, surveys, title insurance, and other costs associated with selling land and maintaining a high quality business park are funded from the Industrial Park Land Fund (IPLF). The expenditure period for TIF district #6 expired on February 14, 2018; the district is scheduled to close in 2023.

Summary of General Fund Advance

2010	\$ 1,025,000	2016	1,853,245
2011	1,877,500 *	2017	1,900,000
2012	145,125	2018	(1,000,000)
2013	(360,119)	2019	(1,000,000)
2014	134,375	2020	(2,000,000)
2015	141,094	2021	(2,716,220)
		12/31/22 Balance	\$ -

* \$781,707 was part of general levy for TIF #6 debt service in 2011 Debt Service Fund.

Major changes in Revenue, Expenditures, or Programs:

The 2022 budget reflects the final payment to Encapsys which fulfills the City's obligation under the 2017 development agreement. Once this payment is made, the City will begin the closeout process for TIF District #6.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
Program Revenues		\$ 493,366	\$ 143,909	\$ 131,807	\$ 131,807	\$ 108,426	-17.74%
Program Expenses		\$ 1,450,269	\$ 726,398	\$ 404,365	\$ 404,365	\$ 1,735,857	329.28%
Expenses Comprised Of:							
Personnel		-	-	-	-	-	N/A
Supplies & Materials		-	-	-	-	-	N/A
Purchased Services		629,905	424,466	336,460	336,460	1,735,857	415.92%
Miscellaneous Expense		260,811	185,811	67,905	67,905	-	-100.00%
Capital Expenditures		-	-	-	-	-	N/A
Transfers Out		559,553	116,121	-	-	-	N/A

* % change from prior year adopted budget
TIF 6.xls

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 6

Business Unit 4090

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ 2,526,866	\$ 2,516,742	\$ 3,290,000	\$ 3,290,000	\$ 2,677,332
422700 State Aid - Computers	66,726	66,726	66,000	66,000	66,000
422800 State Aid - Personal Prop	4,902	23,662	42,421	42,421	30,000
471000 Interest on Investments	43,640	35,315	20,000	20,000	10,000
500400 Sale of City Property	372,117	12,982	-	-	-
501500 Rental of City Property	5,981	5,224	3,386	3,386	2,426
Total Revenue	\$ 3,020,232	\$ 2,660,651	\$ 3,421,807	\$ 3,421,807	\$ 2,785,758
Expenses					
640100 Accounting/Audit Fees	\$ 6,071	\$ 1,246	\$ 1,310	\$ 1,310	\$ 1,500
640202 Recording/Filing Fees	150	150	150	150	150
642500 CEA Expense	-	69	-	-	-
659900 Other Contracts/Obligation	623,684	423,001	335,000	335,000	1,734,207
672000 Interest Payments	260,811	185,811	67,905	67,905	-
791300 Transfer Out - Debt Service	559,553	116,121	-	-	-
791400 Transfer Out - Industrial Park	-	-	-	-	-
Total Expense	\$ 1,450,269	\$ 726,398	\$ 404,365	\$ 404,365	\$ 1,735,857

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

Developer funded incentive payments:

Encapsys	\$ 1,734,207
	<u>\$ 1,734,207</u>

CITY OF APPLETON 2022 BUDGET

TAX INCREMENTAL DISTRICT # 6

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

Revenues	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Property Taxes	\$ 2,526,866	\$ 2,516,742	\$ 3,290,000	\$ 3,262,975	\$ 2,677,332
Intergovernmental	71,628	90,388	108,421	109,148	96,000
Interest Income	43,640	35,315	20,000	5,000	10,000
Other	5,981	5,224	3,386	3,386	2,426
Total Revenues	<u>2,648,115</u>	<u>2,647,669</u>	<u>3,421,807</u>	<u>3,380,509</u>	<u>2,785,758</u>
Expenses					
Operation & Maintenance	1,183,237	539,191	335,000	1,329,423	1,734,207
Interest Expense	260,811	185,811	67,905	67,905	-
Administrative Expense	6,221	1,396	1,460	1,207	1,650
Total Expenses	<u>1,450,269</u>	<u>726,398</u>	<u>404,365</u>	<u>1,398,535</u>	<u>1,735,857</u>
Revenues over (under) Expenses	1,197,846	1,921,271	3,017,442	1,981,974	1,049,901
Other Financing Sources (Uses)					
Operating Transfers Out - Industrial Park	-	-	-	-	-
Sale of City Property	372,117	12,982	-	-	-
Total Other Financing Sources (Uses)	<u>372,117</u>	<u>12,982</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	1,569,963	1,934,253	3,017,442	1,981,974	1,049,901
Fund Balance - Beginning	(5,153,436)	(3,583,473)	(1,649,220)	(1,649,220)	332,754
Residual Equity Transfers Out	-	-	-	-	-
Fund Balance - Ending	<u>\$ (3,583,473)</u>	<u>\$ (1,649,220)</u>	<u>\$ 1,368,222</u>	<u>\$ 332,754</u>	<u>\$ 1,382,655</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 1,067,000	\$ 332,754
- Net Change in Equity	1,981,974	1,049,901
+ Advance from General Fund	-	-
- General Fund Advance Repayment	<u>(2,716,220)</u>	<u>-</u>
Working Cash - End of Year	<u>\$ 332,754</u>	<u>\$ 1,382,655</u>

**CITY OF APPLETON 2021 BUDGET
CAPITAL PROJECTS FUNDS**

NOTES

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**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 7

Business Unit 4100

PROGRAM MISSION

This fund provides for commercial redevelopment of the area of South Memorial Drive from Calumet Street to Valley Road and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

The City created TIF District #7 in 2007 to provide targeted investments in the commercial area of South Memorial Drive from Calumet Street to State Highway 441 which had deteriorated significantly over the prior ten years. The abandonment of Valley Fair Mall and the under utilization of former retail and service buildings were cause for concern. The TIF District provides for a 22 year expenditure period (September 5, 2029) to make investments to support the goals of the District, including eliminating blight and encouraging the rehabilitation of properties, enhancing the viability of the businesses, retention of businesses and attraction of new businesses, stabilizing and increasing property values and improving the overall appearance of public and private spaces. The maximum life of the District is September 5, 2034.

Major commercial projects which have occurred thus far (not all received TIF assistance) include construction of a grocery store, a gas station/convenience store, and renovation of a former department store to office space. Three businesses also benefited from the creation of the TIF #7 Business Enhancement Grant program for the renovation of building facades, parking lots, landscaping and signage. The TIF remains a tool to support and encourage investment in this area. No new funds are being requested for the program in 2022.

Major changes in Revenue, Expenditures, or Programs:

No major changes.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
Program Revenues		\$ 92,573	\$ 93,505	\$ 88,287	\$ 88,287	\$ 77,687	-12.01%
Program Expenses		\$ 373,148	\$ 346,479	\$ 351,460	\$ 351,460	\$ 351,650	0.05%
Expenses Comprised Of:							
	Personnel	-	-	-	-	-	N/A
	Supplies & Materials	-	-	-	-	-	N/A
	Purchased Services	352,835	346,479	351,460	351,460	351,650	0.05%
	Transfers Out	20,313	-	-	-	-	N/A

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 7

Business Unit 4100

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ 490,919	\$ 342,772	\$ 440,000	\$ 440,000	\$ 360,000
422700 State Aid - Computers	62,687	62,687	63,000	63,000	62,687
422800 State Aid - Personal Property	1,706	3,497	5,287	5,287	5,000
471000 Interest on Investments	28,180	27,321	20,000	20,000	10,000
Total Revenue	\$ 583,492	\$ 436,277	\$ 528,287	\$ 528,287	\$ 437,687
Expenses					
640100 Accounting/Audit Fees	\$ 1,319	\$ 1,247	\$ 1,310	\$ 1,310	\$ 1,500
640202 Recording/Filing Fees	150	150	150	150	150
659900 Other Contracts/Obligation	351,366	345,082	350,000	350,000	350,000
791300 Transfer Out - Debt Service	20,313	-	-	-	-
Total Expense	\$ 373,148	\$ 346,479	\$ 351,460	\$ 351,460	\$ 351,650

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

Developer funded incentive - Valley Fair Too, LLC	<u>\$ 350,000</u>
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**CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 7**

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Revenues					
Property Taxes	\$ 490,919	\$ 342,772	\$ 440,000	\$ 438,805	\$ 360,000
Intergovernmental	64,393	66,184	68,287	68,287	67,687
Interest Income	28,180	27,321	20,000	5,000	10,000
Other	-	-	-	-	-
Total Revenues	<u>583,492</u>	<u>436,277</u>	<u>528,287</u>	<u>512,092</u>	<u>437,687</u>
Expenses					
Operation & Maintenance	351,366	345,082	350,000	334,179	350,000
Administrative Expense	1,469	1,397	1,460	1,207	1,650
Total Expenses	<u>352,835</u>	<u>346,479</u>	<u>351,460</u>	<u>335,386</u>	<u>351,650</u>
Revenues over (under) Expenses	230,657	89,798	176,827	176,706	86,037
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	(20,313)	-	-	-	-
Total Other Financing Sources (Uses)	<u>(20,313)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	210,344	89,798	176,827	176,706	86,037
Fund Balance (Deficit) - Beginning	814,082	1,024,426	1,114,224	1,114,224	1,290,930
Residual Equity Transfers In (Out)	-	-	-	-	-
Fund Balance (Deficit) - Ending	<u>\$ 1,024,426</u>	<u>\$ 1,114,224</u>	<u>\$ 1,291,051</u>	<u>\$ 1,290,930</u>	<u>\$ 1,376,967</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 1,114,224	\$ 1,290,930
+ Net Change in Equity	176,706	86,037
+ Advance from General Fund	-	-
- General Fund Advance Repayment	-	-
Working Cash - End of Year	<u>\$ 1,290,930</u>	<u>\$ 1,376,967</u>

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

NOTES

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**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 8

Business Unit 4110

PROGRAM MISSION

This fund provides for redevelopment of the Fox River corridor in an area that lies just north and south of the College Avenue Bridge and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

The City's updated Comprehensive Plan 2010-2030, including the Downtown Plan and Fox River chapters, identified several redevelopment sites located along the banks of the Fox River, as well as the opportunities that the opening of the Fox River Navigation System provided the community. Several key sites included the former Foremost Dairy property (935 E. John Street) on the north side of the river, RiverHeath on the south, and the Eagle Flats property up the Fox River between Lawe Street and Olde Oneida Street. These sites were identified for future medium to high density residential development, neighborhood commercial development, and public access to the river.

In response, the City created Tax Increment Financing (TIF) District # 8 in 2009 to provide targeted investments in these areas, in conjunction with the private market, while recapturing the cost of participation through increased property tax revenues. The District was amended in 2011 to incorporate the Eagle Flats property, formerly Riverside Paper mill. The TIF District provides for a 22 year expenditure period to make investments to support the goals of the District, including eliminating blight and encouraging the rehabilitation of properties, enhancing the viability of businesses, retaining and attracting new businesses, stabilizing and increasing property values, and improving the overall appearance of public and private spaces.

Summary of Advances	General Fund
2012	\$ 315,000
2013	515,750
2014	41,538
2015	43,614
2016	-
2017	(500,000)
2018	-
2019	-
2020	(350,000)
2021	(65,902)
12/31/22 Balance	<u>\$ -</u>

Major changes in Revenue, Expenditures, or Programs:

As noted above, TIF 8 has paid back the general fund advance in full in 2021. Also, the City loan to the developer of the Riverheath development was paid back in full in 2021.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
	Program Revenues	\$ 602,890	\$ 190,858	\$ 181,409	\$ 181,409	\$ 5,600	-96.91%
	Program Expenses	\$ 1,555,994	\$ 1,212,191	\$ 1,594,907	\$ 1,594,907	\$ 1,635,950	2.57%
Expenses Comprised Of:							
	Purchased Services	904,502	943,627	1,341,460	1,341,460	1,546,650	15.30%
	Miscellaneous Expense	20,795	12,045	1,647	1,647	-	-100.00%
	Capital Expenditures	-	-	-	-	-	N/A
	Transfers Out	630,697	256,519	251,800	251,800	89,300	-64.54%

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 8

Business Unit 4110

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ 1,014,802	\$ 1,077,616	\$ 1,520,000	\$ 1,520,000	\$ 1,750,000
422700 State Aid - Computers	3,123	3,123	3,100	3,100	3,100
422800 State Aid - Personal Prop	3,143	2,583	2,022	2,022	2,000
470500 General Interest	27,096	10,418	5,287	5,287	-
471000 Interest on Investments	33,278	9,734	1,000	1,000	500
503500 Other Reimbursements	536,250	165,000	170,000	170,000	-
591000 Proceeds of Debt	-	-	-	-	-
Total Revenue	\$ 1,617,692	\$ 1,268,474	\$ 1,701,409	\$ 1,701,409	\$ 1,755,600
Expenses					
610200 Labor Pool Allocations	\$ -	\$ -	\$ -	\$ -	\$ -
615000 Fringes	-	-	-	-	-
640100 Accounting/Audit Fees	1,319	1,247	1,310	1,310	1,500
640202 Recording/Filing Fees	150	150	150	150	150
642501 CEA Operations/Maint.	-	-	-	-	-
642502 CEA Depreciation/Replace.	-	-	-	-	-
659900 Other Contracts/Obligation	903,033	942,230	1,340,000	1,340,000	1,545,000
672000 Interest Payments	20,795	12,045	1,647	1,647	-
680999 Other Infrastructure	-	-	-	-	-
791300 Transfer Out - Debt Service	630,697	256,519	251,800	251,800	89,300
Total Expense	\$ 1,555,994	\$ 1,212,191	\$ 1,594,907	\$ 1,594,907	\$ 1,635,950

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

Tax Development Payment	
RiverHeath	\$ 1,050,000
Eagle Flats	70,000
Eagle Point	425,000
	<u>\$ 1,545,000</u>

CITY OF APPLETON 2022 BUDGET

TAX INCREMENTAL DISTRICT # 8

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

Revenues	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Property Taxes	\$ 1,014,802	\$ 1,077,616	\$ 1,520,000	\$ 1,490,812	\$ 1,750,000
Intergovernmental Revenue	6,266	5,706	5,122	5,146	5,100
Other Reimbursements	536,250	165,000	170,000	170,000	-
Interest Income	60,374	20,152	6,287	5,500	500
Total Revenues	<u>1,617,692</u>	<u>1,268,474</u>	<u>1,701,409</u>	<u>1,671,458</u>	<u>1,755,600</u>
Expenses					
Program Costs	903,033	942,230	1,340,000	1,247,494	1,545,000
Interest Expense	20,795	12,045	1,647	1,647	-
Administration	1,469	1,397	1,460	1,208	1,650
Total Expenses	<u>925,297</u>	<u>955,672</u>	<u>1,343,107</u>	<u>1,250,349</u>	<u>1,546,650</u>
Revenues over (under) Expenses	692,395	312,802	358,302	421,109	208,950
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Sale of City Property	-	-	-	-	-
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	(630,697)	(256,519)	(251,800)	(251,800)	(89,300)
Total Other Financing Sources (Uses)	<u>(630,697)</u>	<u>(256,519)</u>	<u>(251,800)</u>	<u>(251,800)</u>	<u>(89,300)</u>
Net Change in Equity	61,698	56,283	106,502	169,309	119,650
Fund Balance - Beginning	(166,598)	(104,900)	(48,617)	(48,617)	120,692
Fund Balance - Ending	<u>\$ (104,900)</u>	<u>\$ (48,617)</u>	<u>\$ 57,885</u>	<u>\$ 120,692</u>	<u>\$ 240,342</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 17,286	\$ 121,503
+ Net Change in Equity	169,309	119,650
+ Advance from General Fund	-	-
- General Fund Advance Repayment	(65,092)	-
Working Cash - End of Year	<u>\$ 121,503</u>	<u>\$ 241,153</u>

**CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 8
LONG TERM DEBT**

Year	2012 DNR Site Remediation Loan	
	Principal	Interest
2022	\$ 45,000	\$ -
2023	45,000	-
2024	50,000	-
	<u>\$ 140,000</u>	<u>\$ -</u>

Year	2015 G.O. Notes	
	Principal	Interest
2022	\$ 40,000	\$ 4,300
2023	40,000	3,300
2024	45,000	2,025
2025	45,000	675
	<u>\$ 170,000</u>	<u>\$ 10,300</u>

Year	Total		
	Principal	Interest	Total
2022	\$ 85,000	\$ 4,300	\$ 89,300
2023	85,000	3,300	93,300
2024	95,000	2,025	97,025
2025	45,000	675	45,675
	<u>\$ 310,000</u>	<u>\$ 10,300</u>	<u>\$ 325,300</u>

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 9

Business Unit 4120

PROGRAM MISSION

This fund provides for redevelopment of the business and industrial corridor located along East Wisconsin Avenue from Meade Street to Viola Street, and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

- The district was created 9/19/13 and allows a 22 year expenditure period to make investments. Costs can be recouped over the 27 year maximum life (9/18/2040). The investment in this district will:
- * Eliminate blight and foster urban renewal through public and private investment
 - * Enhance the development potential of private property within and adjacent to the district
 - * Stabilize property values in the area
 - * Promote business retention, expansion, and attraction through the development of an improved area
 - * Increase the attraction of compatible residential and business uses in this area
 - * Improve the overall appearance of public and private spaces
 - * Strengthen the economic well-being and economic diversity of the area
 - * Provide appropriate financial incentives to encourage business expansion and retention
 - * Reduce the financial risks to the taxpayer by timing the implementation of the project plan with the creation of additional property value
 - * Maximize the district's strategic location close to the central business district

No new funds are being requested for the program in 2022.

Major changes in Revenue, Expenditures, or Programs:

No major changes.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
Program Revenues		\$ 81,957	\$ 117,834	\$ 156,605	\$ 156,605	\$ 115,287	-26.38%
Program Expenses		\$ 35,630	\$ 30,921	\$ 36,460	\$ 36,460	\$ 34,650	-4.96%
Expenses Comprised Of:							
Personnel		-	-	-	-	-	N/A
Purchased Services		35,630	30,921	36,460	36,460	34,650	-4.96%
Miscellaneous Expense		-	-	-	-	-	N/A
Repair & Maintenance		-	-	-	-	-	N/A
Transfers Out		-	-	-	-	-	N/A

* % change from prior year adopted budget

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 9

Business Unit 4120

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ 18,769	\$ -	\$ 9,500	\$ 9,500	\$ 13,000
422700 State Aid - Computers	73,794	73,794	74,000	74,000	73,794
422800 State Aid - Personal Prop	382	36,494	72,605	72,605	36,493
471000 Interest on Investments	7,781	7,546	10,000	10,000	5,000
503500 Other Reimbursements	-	-	-	-	-
Total Revenue	\$ 100,726	\$ 117,834	\$ 166,105	\$ 166,105	\$ 128,287
Expenses					
640100 Accounting/Audit Fees	\$ 1,320	\$ 1,246	\$ 1,310	\$ 1,310	\$ 1,500
640202 Recording/Filing Fees	150	150	150	150	150
659900 Other Contracts/Obligation	34,160	29,525	35,000	35,000	33,000
Total Expense	\$ 35,630	\$ 30,921	\$ 36,460	\$ 36,460	\$ 34,650

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

TIF contribution - Union Square Apts	\$ 33,000
	<u>\$ 33,000</u>

**CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 9**

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Revenues					
Property Taxes	\$ 18,769	\$ -	\$ 9,500	\$ 9,644	\$ 13,000
Intergovernmental Revenue	74,176	110,288	146,605	146,399	110,287
Interest Income	7,781	7,546	10,000	1,000	5,000
Other Reimbursements	-	-	-	-	-
Total Revenues	<u>100,726</u>	<u>117,834</u>	<u>166,105</u>	<u>157,043</u>	<u>128,287</u>
Expenses					
Program Costs	34,160	29,525	35,000	30,301	33,000
Administration	1,470	1,396	1,460	1,208	1,650
Total Expenses	<u>35,630</u>	<u>30,921</u>	<u>36,460</u>	<u>31,509</u>	<u>34,650</u>
Revenues over (under) Expenses	65,096	86,913	129,645	125,534	93,637
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Interest Payments	-	-	-	-	-
Operating Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Equity	65,096	86,913	129,645	125,534	93,637
Fund Balance - Beginning	196,937	262,033	348,946	348,946	474,480
Residual Equity Transfers In (Out)	-	-	-	-	-
Fund Balance - Ending	<u>\$ 262,033</u>	<u>\$ 348,946</u>	<u>\$ 478,591</u>	<u>\$ 474,480</u>	<u>\$ 568,117</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 348,946	\$ 474,480
+ Net Change in Equity	125,534	93,637
+ Advance from General Fund	-	-
- General Fund Advance Repayment	-	-
Working Cash - End of Year	<u>\$ 474,480</u>	<u>\$ 568,117</u>

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 10

Business Unit 4130

PROGRAM MISSION

This fund provides for redevelopment of the northside of the West College Avenue corridor from Lilas Drive to Linwood Avenue and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

The district was created 9/19/13 and allows a 22 year expenditure period to make investments. Costs can be recouped over the 27 year maximum life (9/18/2040).

The largest building in TIF District #10 is the Marketplace Commercial Center. Built in 1964 and added to in 1988, it has experienced significant vacancies for several years. The largest vacant parcel in this District is the 12 acre former K-Mart site. The K-Mart store was demolished in 2008, leaving a blighted, vacant parcel. CVS Pharmacy vacated their 17,000 square foot building in 2009 and it remains unoccupied. These sites and buildings are poised for commercial redevelopment/rehabilitation, being located along the gateway to Appleton with easy access to U.S. Highway 41 and Appleton's downtown.

No new funding is requested for this TIF for 2022.

Major changes in Revenue, Expenditures, or Programs:

The January 1, 2021 equalized value of this TIF remained below the base value by \$2,597,600, therefore no property tax increment was included in the 2022 budget. The District realized a drop in value in 2019 following a significant reduction in value of Marketplace Plaza during Open Book for assessment.

In 2018, the City approved a development agreement with Appleton Storage I, LLC for the construction of a commercial storage development on the former K-Mart site. Staff worked with Appleton Storage I, LLC throughout 2019 on the site approvals and site preparation has begun in 2021. The project is expected to add approximately \$2.2 million in assessed value to the TIF once completed.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
Program Revenues		\$ 8,524	\$ 7,915	\$ 6,500	\$ 6,500	\$ 6,163	-5.18%
Program Expenses		\$ 1,471	\$ 1,396	\$ 1,460	\$ 1,460	\$ 1,650	13.01%
Expenses Comprised Of:							
Personnel		-	-	-	-	-	N/A
Purchased Services		1,471	1,396	1,460	1,460	1,650	13.01%
Miscellaneous Expense		-	-	-	-	-	N/A
Capital Expenditures		-	-	-	-	-	N/A
Transfers Out		-	-	-	-	-	N/A

* % change from prior year adopted budget
TIF 10.xls

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 10

Business Unit 4130

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
422700 State Aid - Computers	5,163	5,163	5,000	5,000	5,163
471000 Interest on Investments	3,361	2,752	1,500	1,500	1,000
591000 Proceeds of Debt	-	-	-	-	-
Total Revenue	\$ 8,524	\$ 7,915	\$ 6,500	\$ 6,500	\$ 6,163
Expenses					
610100 Regular Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
615000 Fringes	-	-	-	-	-
640100 Accounting/Audit Fees	1,321	1,246	1,310	1,310	1,500
640202 Recording/Filing Fees	150	150	150	150	150
640400 Consulting	-	-	-	-	-
672000 Interest Payments	-	-	-	-	-
659900 Other Contracts/Obligation	-	-	-	-	-
680900 Infrastructure Construction	-	-	-	-	-
Total Expense	\$ 1,471	\$ 1,396	\$ 1,460	\$ 1,460	\$ 1,650

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

None

CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 10
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

Revenues	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenue	5,163	5,163	5,000	5,163	5,163
Interest on Investments	3,361	2,752	1,500	500	1,000
Total Revenues	8,524	7,915	6,500	5,663	6,163
Expenses					
Program Costs	-	-	-	-	-
Administration	1,471	1,396	1,460	1,208	1,650
Total Expenses	1,471	1,396	1,460	1,208	1,650
Revenues over (under) Expenses	7,053	6,519	5,040	4,455	4,513
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Interest Payments	-	-	-	-	-
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Equity	7,053	6,519	5,040	4,455	4,513
Fund Balance - Beginning	91,772	98,825	105,344	105,344	109,799
Residual Equity Transfers In (Out)	-	-	-	-	-
Fund Balance - Ending	\$ 98,825	\$ 105,344	\$ 110,384	\$ 109,799	\$ 114,312

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 105,344	\$ 109,799
+ Net Change in Equity	4,455	4,513
+ Advance from General Fund	-	-
- General Fund Advance Repayment	-	-
Working Cash - End of Year	\$ 109,799	\$ 114,312

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 11

Business Unit 4140

PROGRAM MISSION

This fund provides for redevelopment of East College Avenue from Durkee Street to just west of Superior Street, south to Water Street and to areas north of Packard Street and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

This area of East College Avenue, is characterized by a large blighted and vacant commercial site, a mixture of small businesses, office space, and housing which have the potential to create, and in some cases already have created, a blighting influence on the surrounding area. Assisting with the rehabilitation and conservation of existing properties and business, as well as redevelopment of vacant, blighted, and underutilized properties as needed to support the urban renewal of this area, is a priority for the City as outlined in the Comprehensive Plan 2010-2030 (Chapter 14 Downtown Plan). The City created TIF District #11 in 2017 to provide targeted investments in this commercial corridor in conjunction with the private market, while recapturing the cost of participation through the increased property tax revenues. The TIF District provides for a 22 year expenditure period (August 9, 2039) to make investments to support the goals of the District. The maximum life of the District is 27 years (August 9, 2044). Projects to be funded from this fund can be found in the Capital Projects section of the budget, as follows:

Project	Amount	Page
Water Main Construction Program	581,750	Projects, pg. 616
Stormwater Construction Program	222,650	Projects, pg. 610
Wastewater Construction Program	189,975	Projects, pg. 622
	<u>\$ 994,375</u>	

Summary of Advances	General Fund
2017	\$ 1,025
2018	348,551
2019	437,729
2020	449,365
2021	(219,468)
2022	(300,000)
12/31/22 Balance	<u>\$ 717,202</u>

Major changes in Revenue, Expenditures, or Programs:

The Business Enhancement Grants have continued to experience high demand since the inception of the program in 2018. As of July 1, 2020, approximately \$35,000 of the \$42,000 available in TIF District #11 has been committed, and it has leveraged approximately \$69,000 in private investment. 2022 funding is requested to continue to provide for six (6) Business Enhancement Grants to continue leverage of significant private investment in this corridor. TIF #11 was amended in 2020 to add under valued and under utilized parcels from TIF#3 in order to encourage development, increase the tax base and meet the goals and objectives as detailed in the Comprehensive Plan.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
	Program Revenues	\$ 2,010,000	\$ 1,204	\$ 891,000	\$ 891,000	\$ 994,375	11.60%
	Program Expenses	\$ 2,850,181	\$ 156,238	\$ 980,339	\$ 980,339	\$ 1,312,535	33.89%
Expenses Comprised Of:							
	Personnel	113,779	4,843	-	-	-	N/A
	Supplies & Materials	149,842	281	-	-	-	N/A
	Purchased Services	1,098,547	81,609	63,460	63,460	223,650	252.43%
	Miscellaneous Expense	27,729	49,365	25,559	25,559	43,360	69.65%
	Capital Expenditures	1,460,284	20,140	891,320	891,320	994,375	11.56%
	Transfers Out	-	-	-	-	51,150	N/A

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 11

Business Unit 4140

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ 162,983	\$ 34,029	\$ 385,000	\$ 385,000	\$ 620,000
422700 State Aid - Computers	-	-	-	-	-
471000 Interest on Investments	-	204	-	-	-
501000 Miscellaneous Revenue	-	1,000	-	-	-
591000 Proceeds of Debt	2,010,000	-	891,000	891,000	994,375
Total Revenue	\$ 2,172,983	\$ 35,233	\$ 1,276,000	\$ 1,276,000	\$ 1,614,375
Expenses					
610100 Regular Salaries	\$ 76	\$ -	\$ -	\$ -	\$ -
610200 Labor Pool Allocations	79,059	3,265	-	-	-
610400 Call Time	100	-	-	-	-
610500 Overtime Wages	2,727	-	-	-	-
610800 Part-Time Wages	2,723	242	-	-	-
615000 Fringes	29,094	1,337	-	-	-
630901 Shop Supplies	40	-	-	-	-
632503 Other Materials	86	36	-	-	-
632510 Street Lights	144,489	-	-	-	-
632800 Signs	5,226	245	-	-	-
640100 Accounting/Audit Fees	1,320	1,246	1,310	1,310	1,500
640201 Attorney Fees	39,625	24,660	20,000	20,000	10,000
640202 Recording/Filing Fees	150	1,150	150	150	150
640400 Consulting Services	91,908	3,546	-	-	-
640600 Architect Fees	898,050	-	-	-	-
640800 Contractor Fees	7,103	-	-	-	-
642501 CEA Operations/Maint.	1,045	33	-	-	-
642502 CEA Depreciation/Replace.	559	23	-	-	-
650100 Insurance	29,183	-	-	-	-
659900 Other Contracts/Obligation	29,605	50,950	42,000	42,000	212,000
672000 Interest Payments	27,729	49,365	25,559	25,559	43,360
680100 Land	-	-	-	-	-
680300 Buildings	-	-	-	-	-
680900 Infrastructure Construction	1,460,284	20,140	891,320	891,320	994,375
791300 Transfer Out - Debt Svc	-	-	-	-	51,150
Total Expense	\$ 2,850,181	\$ 156,238	\$ 980,339	\$ 980,339	\$ 1,312,535

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

TIF contribution - Avant	\$ 90,000
TIF contribution - Gabriel Lofts	80,000
Property improvement grants	42,000
	<u>\$ 212,000</u>

Infrastructure Construction

Sanitary Sewers	\$ 189,975
Stormwater Sewers	222,650
Water Mains	581,750
	<u>\$ 994,375</u>

CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 11
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

Revenues	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Property Taxes	\$ 162,983	\$ 34,029	\$ 385,000	\$ 379,012	\$ 620,000
Intergovernmental Revenue	-	-	-	-	-
Interest on Investments	-	204	-	-	-
Miscellaneous Revenue	-	1,000	-	10,000	-
Total Revenues	162,983	35,233	385,000	389,012	620,000
Expenses					
Program Costs	2,820,982	104,477	953,320	48,000	1,216,375
Administration	1,470	2,396	1,460	1,208	1,650
Total Expenses	2,822,452	106,873	954,780	49,208	1,218,025
Revenues over (under) Expenses	(2,659,469)	(71,640)	(569,780)	339,804	(598,025)
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	2,010,000	-	891,000	-	994,375
Interest Payments	(27,729)	(49,365)	(25,559)	(54,973)	(43,360)
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	-	-	-	-	(51,150)
Total Other Financing Sources (Uses)	1,982,271	(49,365)	865,441	(54,973)	899,865
Net Change in Equity	(677,198)	(121,005)	295,661	284,831	301,840
Fund Balance - Beginning	(419,132)	(1,096,330)	(1,217,335)	(1,217,335)	(932,504)
Fund Balance - Ending	\$ (1,096,330)	\$ (1,217,335)	\$ (921,674)	\$ (932,504)	\$ (630,664)

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 28,475	\$ 84,698
+ Net Change in Equity	284,831	301,840
- Decrease in accounts payable	(9,140)	-
+ Advance from General Fund	54,973	-
- General Fund Advance Repayment	(274,441)	(300,000)
Working Cash - End of Year	\$ 84,698	\$ 86,538

**CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 11
LONG TERM DEBT**

Year	2019A G.O. Notes		Total
	Principal	Interest	
2022	\$ -	\$ 51,150	\$ 51,150
2023	260,000	47,250	307,250
2024	270,000	39,300	309,300
2025	280,000	31,050	311,050
2026	285,000	22,575	307,575
2027	295,000	15,350	310,350
2028	305,000	9,350	314,350
2029	315,000	3,150	318,150
	<u>\$ 2,010,000</u>	<u>\$ 219,175</u>	<u>\$ 2,229,175</u>

An anticipated \$994,375 general obligation debt issue is planned for 2022

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 12

Business Unit 4150

PROGRAM MISSION

This fund provides for rehabilitation and redevelopment of the West College Avenue corridor from Badger/Story Street to Walnut Street and for the receipt of district "incremental" property taxes and other revenues, along with the corresponding program expenditures.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategy # 2: "Encourage active community participation and involvement."

Objectives:

The area of West College Avenue, from Badger/Story Streets to Walnut Street, is experiencing notable vacancies and deteriorated conditions. Assisting with the rehabilitation and conservation of existing properties and business, as well as redevelopment of vacant, blighted, and underutilized properties as needed to support the urban renewal of this area, is a priority for the City as outlined in the Comprehensive Plan 2010-2030 including Chapter 14 Downtown Plan. The City created TIF District #12 in 2017 to provide targeted investments in this commercial corridor in conjunction with the private market, while recapturing the cost of participation through the increased property tax revenues. The TIF District provides for a 22 year expenditure period (August 9, 2039) to make investments to support the goals of the District, including eliminating blight and encouraging the rehabilitation of properties, enhancing the viability of the businesses, retention of businesses and attraction of new businesses, stabilizing and increasing property values and improving the overall appearance of public and private spaces. The maximum life of the District is 27 years (August 9,

Summary of Advances	General Fund
2017	\$ 1,025
2018	7,739
2019	47,100
2020	43,793
2021	(5,267)
2022	(94,390)
12/31/22 Balance	<u>\$ -</u>

Major changes in Revenue, Expenditures, or Programs:

The Business Enhancement Grants have continued to experience significant interest since the inception of the program in 2018. As of July 1, 2020, \$14,000 of the \$42,000 available in TIF District #12 has been committed and it has leveraged approximately \$40,000 in private investment. Demand continues for the program. 2022 funding is requested to continue to provide for six (6) Business Enhancement Grants to continue leverage of significant private investment in this corridor.

TIF #12 is in the process of being amended in 2021 to transfer under-valued and under-utilized parcels from TIF#3 into TIF#12 in order to encourage development, increase the tax base, and meet the goals and objectives as detailed in the Comprehensive Plan.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			% Change *
Unit	Title	2019	2020	Adopted 2021	Amended 2021	2022	
	Program Revenues	\$ 37	\$ 38	\$ -	\$ -	\$ 500	N/A
	Program Expenses	\$ 45,145	\$ 44,235	\$ 56,443	\$ 56,443	\$ 54,268	-3.85%
Expenses Comprised Of:							
	Personnel	-	-	-	-	-	N/A
	Purchased Services	43,569	40,442	51,460	51,460	51,650	0.37%
	Miscellaneous Expense	1,576	3,793	4,983	4,983	2,618	-47.46%
	Capital Expenditures	-	-	-	-	-	N/A

* % change from prior year adopted budget
TIF 12.xls

**CITY OF APPLETON 2022 BUDGET
CAPITAL PROJECTS FUNDS**

Tax Incremental District # 12

Business Unit 4150

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2019	2020	Adopted 2021	Amended 2021	2022
Revenues					
411000 Property Tax	\$ -	\$ 24,824	\$ 75,000	\$ 75,000	\$ 135,000
422700 State Aid - Computers	-	-	-	-	-
471000 Interest on Investments	37	38	-	-	500
591000 Proceeds of Debt	-	-	-	-	-
Total Revenue	\$ 37	\$ 24,862	\$ 75,000	\$ 75,000	\$ 135,500
Expenses					
610100 Regular Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
615000 Fringes	-	-	-	-	-
640100 Accounting/Audit Fees	1,320	1,246	1,310	1,310	1,500
640202 Recording/Filing Fees	150	150	150	150	150
659900 Other Contracts/Obligation	42,099	39,046	50,000	50,000	50,000
672000 Interest Payments	1,576	3,793	4,983	4,983	2,618
680901 Streets	-	-	-	-	-
Total Expense	\$ 45,145	\$ 44,235	\$ 56,443	\$ 56,443	\$ 54,268

DETAILED SUMMARY OF 2022 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

Property Improvement Grants	\$ 42,000
TIF contribution-McFleshmans Commons	8,000
	<u>\$ 50,000</u>

CITY OF APPLETON 2022 BUDGET
TAX INCREMENTAL DISTRICT # 12
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)

Revenues	2019 Actual	2020 Actual	2021 Budget	2021 Projected	2022 Budget
Property Taxes	\$ -	\$ 24,824	\$ 75,000	\$ 76,827	\$ 135,000
Intergovernmental Revenue	-	-	-	-	-
Interest on Investments	37	38	-	500	500
Total Revenues	<u>37</u>	<u>24,862</u>	<u>75,000</u>	<u>77,327</u>	<u>135,500</u>
Expenses					
Program Costs	42,099	39,046	50,000	40,000	50,000
Administration	1,470	1,396	1,460	1,208	1,650
Total Expenses	<u>43,569</u>	<u>40,442</u>	<u>51,460</u>	<u>41,208</u>	<u>51,650</u>
Revenues over (under) Expenses	(43,532)	(15,580)	23,540	36,119	83,850
Other Financing Sources (Uses)					
Proceeds of G.O. Debt	-	-	-	-	-
Interest Payments	(1,576)	(3,793)	(4,983)	(4,733)	(2,618)
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(1,576)</u>	<u>(3,793)</u>	<u>(4,983)</u>	<u>(4,733)</u>	<u>(2,618)</u>
Net Change in Equity	(45,108)	(19,373)	18,557	31,386	81,232
Fund Balance - Beginning	(8,283)	(53,391)	(72,764)	(72,764)	(41,378)
Residual Equity Transfers In (Out)	-	-	-	-	-
Fund Balance - Ending	<u>\$ (53,391)</u>	<u>\$ (72,764)</u>	<u>\$ (54,207)</u>	<u>\$ (41,378)</u>	<u>\$ 39,854</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 26,894	\$ 53,013
+ Net Change in Equity	31,386	81,232
+ Advance from General Fund	-	-
- General Fund Advance Repayment	(5,267)	(94,390)
Working Cash - End of Year	<u>\$ 53,013</u>	<u>\$ 39,855</u>