



**Meeting Agenda - Final-revised**  
**Community & Economic Development Committee**

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Wednesday, December 13, 2023

6:30 PM

Council Chambers, 6th Floor

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

[23-1423](#) CEDC Minutes from 10-25-23

**Attachments:** [CEDC Minutes 10-25-23.pdf](#)

**5. Public Hearing/Appearances**

**6. Action Items**

[23-1424](#) Request to approve a variance to Section 13 of the Southpoint Commerce Park Plats No. 1, 2 & 3 Deed Restrictions and Covenants to allow a 12 month extension to the City's right to repurchase Lot 1, CSM #3549 (Tax Id #31-9-5712-40) from Oshkosh AAP, LLC

**Attachments:** [Oshkosh AAP Powerline Trail Variance Request Memo 12-13-23.pdf](#)

[SPCP Deed Restrictions.pdf](#)

[Oshkosh AAP, LLC Accepted OTP 11-9-23.pdf](#)

[23-1425](#) Request to approve an extension of the purchase date from September 29, 2023 to July 31, 2024 under the Development Agreement (Phase II) with Merge LLC for a mixed-use development located on the southeast corner of W. Washington Street and N. Appleton Street (Tax Id #31-2-0272-00) in Tax Increment Financing District No. 11

**Attachments:** [Merge Ph II DA Extend Purchase Date Memo to CEDC 12-13-23.pdf](#)

[Request from Merge Purchase Date Extension Development Agreement.pdf](#)

[1st Amendment to Dev Agrm Merge Ph II 2-3-23.pdf](#)

[Merge Ph II Blue Ramp Recorded Dev Agrm 2-16-22.pdf](#)

[23-1426](#)

Request to approve a "no build" easement on and over a certain portion of the parcel located on the southeast corner of W. Washington Street and N. Appleton Street (Tax Id #31-2-0272-00) to be signed by the City upon receipt of \$40,000.00 from Fox Commons Properties, LLC

**Attachments:** [Fox Commons Easement Request Memo 12-13-23.pdf](#)

[Ltr Signed by Fox Commons and Merge Re Terms of No Build Easement.pdf](#)

[Sketch of Proposed Easement Area on Former Blue Ramp Site.pdf](#)

[Redline - No Build Easement \(11.13.23\)-36056159-v3 and No Build Easement \(](#)

[23-1427](#)

Request to approve the allocation of approximately \$86,550 in City Program Funding for 2024 Program Year Community Development Block Grant (CDBG) Funding for a joint Appleton Health/Police Departments Community Resource Navigator position (not to exceed 15% public service cap of final CDBG 2024PY allocation amount)

**Attachments:** [CRN Position\\_CDBG Funding Request\\_CEDC Memo 12-13-23.pdf](#)

[Community Resource Navigator\\_CDBG 2024 Health-PD Full Application.pdf](#)

[23-1434](#)

Resolution #2023-05 Support and Authorize the Submittal of a Community Development Investment (CDI) Grant to the Wisconsin Economic Development Corporation (WEDC) by Fox Commons Properties, LLC

**Attachments:** [Memo\\_CDI Grant\\_FoxDen\\_CEDC 12-13-23.pdf](#)

[Resolution#2023-05\\_CityofAppletonSupport\\_CDIGrant\\_FoxCommons.pdf](#)

[CDI Executive Summary Fox Commons Properties LLC.pdf](#)

[Fox Den Food Hall draftv1.pdf](#)

[WEDC Community Development Investment Grant Overview.pdf](#)

**7. Information Items**

[23-1462](#)

Request to Over Hire Real Estate Property Lister (appears on the Human Resources & Information Technology Committee agenda as an action item)

**Attachments:** [Memo\\_CED\\_OverhireRequest\\_PropertyLister.pdf](#)

**8. Adjournment**

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

*Any questions about items on this meeting are to be directed to Kara Homan, Director, Community 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  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes - Final Community & Economic Development Committee

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Wednesday, October 25, 2023

6:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

Chair Fenton called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Fenton, Del Toro, Jones, Thyssen and Wolff

4. Approval of minutes from previous meeting

[23-1231](#)

CEDC Minutes from 10-11-23

**Attachments:** [CEDC Minutes 10-11-23.pdf](#)

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

**Aye:** 5 - Fenton, Del Toro, Jones, Thyssen and Wolff

5. **Public Hearing/Appearances**

[23-1232](#)

Community Development Block Grant (CDBG) Notice of Funding Available and Community Needs for the 2024 Program Year (4/1/24 - 3/31/25) (Associated with Action Item #23-1233)

**Attachments:** [Funding Available Community Needs - Public Hearing Notice 2023.pdf](#)

*This public hearing was held and no one spoke.*

**This public hearing was held, and no one spoke on the item.**

6. **Action Items**

[23-1233](#)

Request to approve City Program Funding for 2024 Community Development Block Grant (CDBG) Funding as specified in the attached document

**Attachments:** [CEDC\\_CDBG\\_Initial\\_Allocation\\_Memo.pdf](#)

[CDBG PY24 Request for Funds - Appleton Housing.pdf](#)

**Wolff moved, seconded by Del Toro, that City Program Funding for 2024 CDBG Funding be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Fenton, Del Toro, Jones, Thyssen and Wolff

**7. Information Items**

**8. Adjournment**

**Wolff moved, seconded by Thyssen, that the meeting be adjourned at 6:42 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Fenton, Del Toro, Jones, Thyssen and Wolff



# MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request for a Variance to the Deed Restrictions and Covenants – Southpoint Commerce Park – Lot 1 of CSM #3549 (Tax Id #31-9-5712-40) – Oshkosh AAP, LLC

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The City of Appleton is in the process of acquiring the northern thirty (30) feet of the above-referenced parcel for completion of the “Powerline Trail” (Accepted Offer to Purchase attached). This project is within the Plan and Budget for Parks, Rec and Facilities. As part of these negotiations, Oshkosh AAP, LLC has asked for a twelve (12) month extension under the “Repurchase Rights, Failure to Build” provision in the Southpoint Commerce Park Plats No. 1, 2 & 3 Declaration of Covenants and Restrictions (Section 13).

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.

Based on the acquisition date of January 31, 2023, this extension would give Oshkosh AAP, LLC until January 31, 2025 to build on the land before the City would have the option to repurchase under this section of the Deed Restrictions and Covenants.

**Staff Recommendation:**

A twelve (12) month extension to the City's option to repurchase Lot 1 of CSM #3549 in Southpoint Commerce Park from Oshkosh AAP, LLC under Section 13 of the Deed Restrictions and Covenants **BE APPROVED.**

# 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

9-5712-25  
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

9-5712-5  
Lot 5  
SCP Plat No. 1  
2.32 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

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 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

9-5712-37  
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

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

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

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 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

9-5712-29  
Lot 29  
SCP Plat  
No. 3  
1.74 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

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

Endeavor Drive

Lakeland Drive

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road





# SOUTHPOINT COMMENCE PARK PLAT NO. 2

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 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

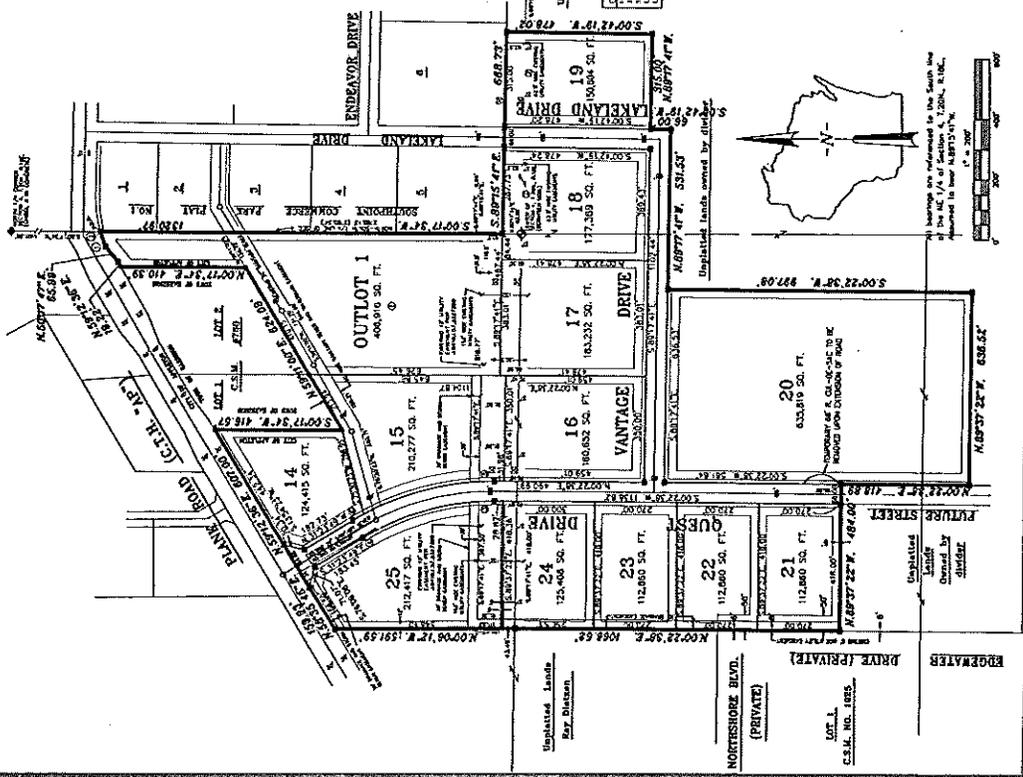
I, the undersigned, a duly licensed and sworn Surveyor of the State of Wisconsin, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears on file in my office, and that the same has been duly recorded in the office of the Register of Deeds for the County of Calumet, Wisconsin, under the name of the City of Appleton, Wisconsin, containing 42,949.51 square feet of land, more or less, being 100 acres, more or less, and that the same is subject to the provisions of Chapter 236.54 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in so far as they apply to the same.

This plat is a correct representation of all existing boundaries of the land surveyed, and the subdivision thereof.

I have made such land surveys and plat by the direction of the City of Appleton and the City of Appleton subdivision ordinance in so far as they apply to the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Thomas M. Kozmin, Wisconsin Registered Land Surveyor No. 32322C

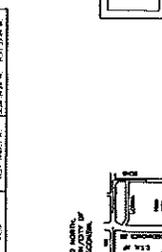
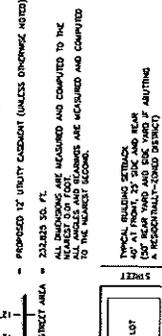


### LEGEND

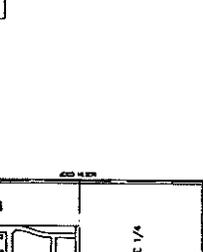
- Dashed line ---
- Dotted line ---
- Dash-dot line ---
- Solid line ---
- Solid line with dots ---
- Solid line with crosses ---
- Solid line with triangles ---
- Solid line with squares ---
- Solid line with circles ---
- Solid line with diamonds ---
- Solid line with stars ---
- Solid line with pluses ---
- Solid line with crosses ---
- Solid line with triangles ---
- Solid line with squares ---
- Solid line with circles ---
- Solid line with diamonds ---
- Solid line with stars ---
- Solid line with pluses ---

### CURVE TABLE

CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	ANGLE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	ANGLE
S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00	S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00
S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00	S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00
S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00	S 89° 17' 47" W	100.00	S 89° 17' 47" W	100.00	90.00



STREET AREA = 23,283 SQ. FT.  
 PROPOSED 12' UTILITY EASEMENT (UNLESS OTHERWISE NOTED)  
 ALL DISTANCES MEASURED AND COMPUTED TO THE CORNER OR POINT OF BEGINNING UNLESS OTHERWISE NOTED.  
 ALL DISTANCES MEASURED AND COMPUTED TO THE CORNER OR POINT OF BEGINNING UNLESS OTHERWISE NOTED.  
 ALL DISTANCES MEASURED AND COMPUTED TO THE CORNER OR POINT OF BEGINNING UNLESS OTHERWISE NOTED.



**CITY OF APPLETON**  
 DEPARTMENT OF PUBLIC WORKS  
 Engineering Division  
 186 North Appleton Street  
 Appleton, WI 54911  
 PHONE: 920.833.4400  
 FAX: 920.833.4409  
 THIS INSTRUMENT DRAFTED BY: T. KAZMIN



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

1 **LICENSEE DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF BUYER)**  
2 ~~(AGENT OF SELLER)~~ ~~(LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, City of Appleton,  
4 offers to purchase the Property known as The North 30 feet of Lot 1 of Certified Survey Map No. 3549 more specifically described in  
5 attached Exhibit A for a 30' wide pedestrian trail (21,800 sf)

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 Calumet Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Twenty-three Thousand Seven Hundred and 00/100  
10 Dollars (\$ 23,700.00).

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

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

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

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

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 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 November 17, 2023.

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 January 31, 2024

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

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

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as  
50 NA) **STRIKE THOSE NOT APPLICABLE**  
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

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

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

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

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

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

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

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
252 \_\_\_\_\_

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

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

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

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

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

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

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

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

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

452 Other: \_\_\_\_\_

453 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

478  \_\_\_\_\_

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Purchase is contingent upon approval by the Appleton Common Council  
651 and subject to the Appleton Common Council approving an additional twelve (12) month extension to the City's right to  
652 repurchase as set forth in the applicable deed restrictions for the remaining PID 9-5712-40 prior to closing.

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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: ( 920 \_\_\_\_\_ ) 832-5962

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

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

679 Address for Seller: \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

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

682 Email Address for Seller: \_\_\_\_\_

683 Email Address for Buyer: matthew.rehbein@appleton.org; chris.behrens@appleton.org

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

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

687 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

688 \_\_\_\_\_

689 (x) Kara Homan 11/8/2023  
690 Buyer's Signature ▲ Print Name Here ▶ Kara Homan 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) [Signature] 11-9-23  
698 Seller's Signature ▲ Print Name Here ▶ Andy Dumke, member of Oshkosh AAP, LLC 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 ▲

**Exhibit A**  
**Vacant Land Offer to Purchase**

**Oshkosh AAP, LLC**

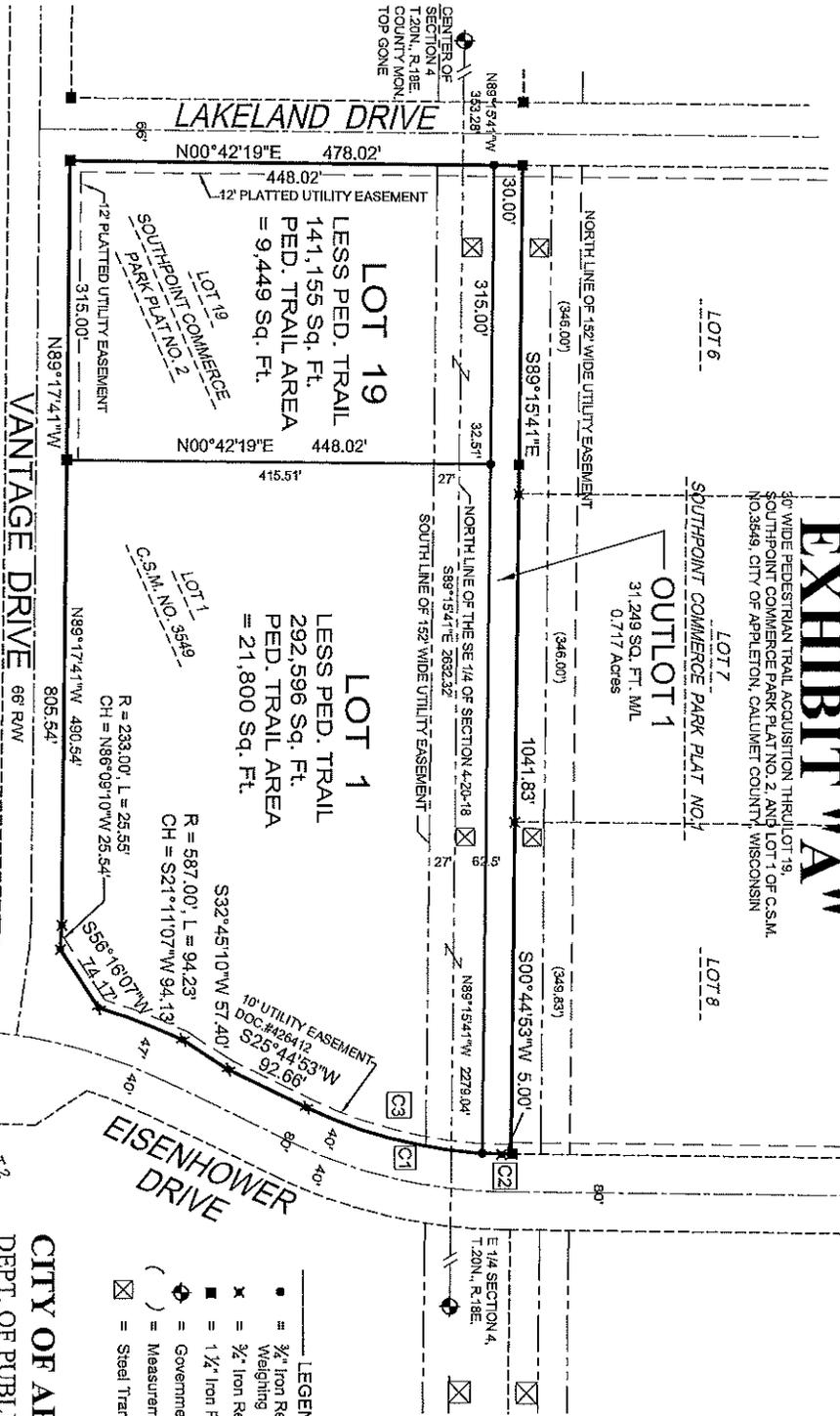
**PARCEL: 31-9-5712-40**

Fee Simple Interest, 21,800 square feet of land:

The North 30 feet of Lot 1 of **Certified Survey Map No. 3549**, recorded as document number 509286, and being located in the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

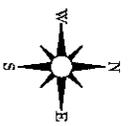
# EXHIBIT "A"

30' WIDE PEDESTRIAN TRAIL ACQUISITION THROUGH LOT 19, SOUTHPOINT COMMERCIAL PARK PLAT NO. 2, AND LOT 1 OF C.S.M. NO. 3949, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN



- NOTES:
1. TYPICAL BUILDING SETBACK IS 4 FT. AT FRONT, 20 FT. SIDE AND REAR (OR REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY ZONED DISTRICT).
  2. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER INTEREST IN REAL PROPERTY. TRANSFER OF INTEREST IN REAL PROPERTY REQUIRES A DEED.

CURVE DATA TABLE					
CURVE	RADIUS	LENGTH	LC	LSB	CS.M. NO.
C1-1681	500.00'	218.17'	218.44'	513.14 S33°W	
C2-Outlet 1	500.00'	25.01'	25.01'	502.10 S2°W	
C3-Lot 1	500.00'	193.16'	191.96'	514.40 S2°W	



BEARINGS ARE REFERENCED TO SOUTHPOINT COMMERCIAL PARK NO. 2 WHICH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY.

- LEGEND
- = 3/4" Iron Rebar, 24" Long, Weighing 1.5 lbs./ft. Set
  - ✕ = 1/2" Iron Rebar Found
  - = 1 1/2" Iron Rebar Found
  - ◊ = Government Corner
  - ( ) = Measurements of Record
  - ⊠ = Steel Transmission Tower

**CITY OF APPLETON**  
 DEPT. OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 100 NORTH APPLETON STREET  
 APPLETON, WI 54911  
 920-832-6474  
 DRAFTED BY: T. KROMM  
 CloudAcad/CSM2023/Southpoint/Southpoint  
 Lot\_19\_Exhibit\_A\_0815\_2023



# MEMORANDUM

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TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request Approval to Extend Purchase Date per the Development Agreement Between the City of Appleton and Merge, LLC in TIF #11

---

The Appleton City Council approved a Development Agreement (DA) with Merge, LLC (Developer) in January 2022 and amended February 3, 2023 for development of a site at the southeast corner of Washington Street and Appleton Street (the Blue Ramp Site). This is the second phase of Merge's development, with the first nearly complete immediately east of the subject site at 115 E. Washington Street. Phase I construction was delayed due to changing environments of interest rates, supply chain challenges, and labor shortages.

Per the existing Development Agreement, Merge was to acquire the Former Blue Ramp Site from the City by September 29, 2023. We have received a request from Merge to extend this date to July 31, 2024. As part of due diligence, Merge discovered previously unknown environmental contamination and an old building foundation, thereby adding cost to the project. Additionally, the interest rate environment has changed, making the extended timeline more feasible. Extending the timeline will allow Merge to align construction with Phase I completion and allow time for significant pre-construction investment and coordination among architects and contractors as well.

This proposed extension only extends the timeline for purchase of the property to ensure it remains under contract. A future amendment to the DA is anticipated closer to closing to reflect then current interest rates and construction costs currently unknown.

## **Staff Recommendation:**

An extension of the purchase date from September 29, 2023 to July 31, 2024 under the Development Agreement between the City of Appleton and Merge, LLC for Tax Id #31-2-0272-00 **BE APPROVED.**

Matt Rehbein  
City of Appleton Community & Economic Development  
100 N. Appleton Street  
Appleton, WI 54911

RE: Blue Ramp Development Agreement Extension

This letter serves as a formal request by Merge LLC to extend the land purchase date to July 31st, 2024. Merge LLC agrees, upon Council approval, to the above stated extension with the understanding that the current, executed development agreement will be amended at a later date to reflect accordingly.

Thank you,

Brent Dahlstrom  
CEO & Managing Partner  
Merge Urban Development

# AMENDMENT TO TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

## I. THE PARTIES

- 1.01 City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, WI 54911-4799 ("City").
- 1.02 Merge, LLC, an Iowa Limited Liability Company, maintaining offices at 25 West Main Street, Suite 500, Madison, WI 53718 ("Developer").

## II. THE RECITALS

- 2.01 The Parties entered into a development agreement on February 16, 2022 and recorded by the Outagamie County Register of Deeds on February 25, 2022 as Document No. 2262708 ("Agreement").
- 2.02 Paragraph 1.1 of the Agreement stated that Developer shall purchase the property within one year of execution of the agreement, making the purchase by date February 16, 2023.
- 2.03 Developer has requested that the purchase by date be extended to September 29, 2023 which will allow Merge to align construction with Phase 1 completion and allow time for significant pre-construction investment and coordination among architects and contractors.

## III. THE AGREEMENT

### ***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

- 3.01 That Paragraph 1.1 now read as follows:

Developer shall purchase the property for \$590,000 from the City on or before September 29, 2023. Said sale of Property to Developer is contingent upon Developer fulfilling the terms and conditions of this Agreement and the City shall retain a right to repurchase the Property as more particularly set forth in Article IV.

- 3.02 Except as expressly set forth in this Amendment, all terms and conditions of the Development Agreement remain in full force and effect.

**IV. MISCELLANEOUS**

- 4.01 In the event that any part of this Amendment is found to be illegal, that part shall be stricken, and the Amendment interpreted as if that part did not exist.
- 4.02 This Amendment may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.
- 4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

**IN WITNESS WHEREOF**, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

**Merge LLC**

By: [Signature]  
Brent Dahlstrom, Manager

STATE OF Iowa )  
 : ss.  
Black Hawk COUNTY )

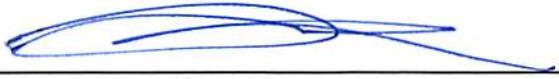
Personally came, before me this 23<sup>rd</sup> day of January, 2023, Brent Dahlstrom, Member of the LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]  
Printed Name: Jill Kraayenbrink  
Notary Public, State of Iowa  
My commission is/expires: July 29, 2025

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

City of Appleton:

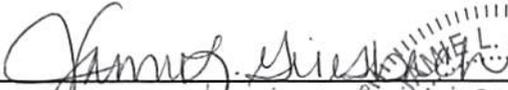
By:   
Jacob A. Woodford, Mayor

ATTEST:

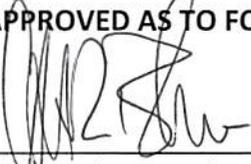
By:   
Kami L. Lynch, City Clerk

STATE OF WISCONSIN        )  
  : ss.  
OUTAGAMIE COUNTY        )

Personally came before me this 3 day of February, 2023, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

  
Printed Name: Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: FEB 25 2025



**APPROVED AS TO FORM:**  
  
Christopher R. Behrens, City Attorney  
Revised: January 19, 2023  
CityLaw: A21-0871

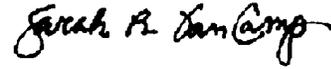
## LEGAL DESCRIPTION OF THE PROPERTY

**PARCEL: Part of 31-2-0272-01, part of 31-2-0272-00 and all of 31-2-0272-02  
Doc. #876209, #2147310 and #2150911, less proposed right-of-way**

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. 2447, all of Lot 3 and part of Lot 1 and 2, in Block 27, SECOND WARD PLAT (aka APPLETON PLAT), according to the recorded Assessor's Map of the City of Appleton, located in and being a part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.836 Acres (36,429 sq. ft.) of land and being described by:  
Commencing at the Northeast corner of said Block 27 and being the point of beginning;  
Thence South  $00^{\circ}03'28''$  East 152.34 feet along the East line of Block 27 and being coincident with the West line of Oneida Street to the North line of City Center Street;  
Thence South  $89^{\circ}53'26''$  West 185.69 feet along the South line of Lots 2 and 3 of said Block 27; and being coincident with the North line of City Center Street;  
Thence North  $00^{\circ}06'37''$  West 65.22 feet;  
Thence South  $89^{\circ}52'45''$  West 99.07 feet to the West line of Lot 1 of said Block 27;  
Thence North  $39^{\circ}26'31''$  East 4.05 feet;  
Thence Northeasterly 10.34 feet along the arc or a curve to the left having a radius of 15.00 feet and the chord of which bears North  $19^{\circ}41'32''$  East 10.14 feet;  
Thence North  $00^{\circ}03'28''$  West 74.48 feet to the South line of Washington Street;  
Thence North  $89^{\circ}53'26''$  East 278.82 feet along the South line of Washington Street and being coincident with the North line of Lot 1 and 2 of said Certified Survey Map No. 2447 to the point of beginning.

**TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT**

Document #: **2262708**  
Date: **02-25-2022** Time: **9:55 AM**  
Pages: **18** Fee: **\$30.00**  
County: **OUTAGAMIE COUNTY** State: **WI**



**SARAH R VAN CAMP, REGISTER OF DEEDS**  
Return via **MAIL (REGULAR)**  
**APPLETON, CITY OF**

Record and return to:  
City of Appleton – City Attorney’s Office  
100 North Appleton Street  
Appleton, WI 54911-4799



Tax Key Nos. 31-2-0272-01, 31-2-0272-00,  
31-2-0272-02

ENVELOPE

TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 16 day of February, 2022, by and among Merge LLC, an Iowa limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns or will acquire the real property located on the southeast corner of East Washington Street and North Appleton Street, (Parcel 31-2-0272-00, 31-2-0272-01, 31-2-0272-02) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create a five story, mixed-use development that includes a mix of residential unit styles on floors 2-5 with the ground floor containing retail and micro-retail space as well as common space for residential and commercial tenants (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated January 19, 2022 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Zero Dollars (\$0). The Developer estimates the project will create up to an additional Twelve Million Dollars (\$12,000,000) in incremental value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

### ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer shall purchase the property for \$590,000 from the City within one year of execution of this agreement. Said sale of Property to Developer is contingent upon Developer fulfilling the terms and conditions of this Agreement and the City shall retain a right to repurchase the Property as more particularly set forth in Article IV.

1.2 Developer's Project is the second of two phases, is currently known as "URBANE" and shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.3 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.4 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.5 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

### ARTICLE II UNDERTAKINGS OF THE CITY

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances. In addition, the City agrees to work collaboratively with Developer in Developer's pursuit of various grant or similar funding opportunities.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$2,160,000 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 The first payment shall be made on August 15 of the year immediately after the Project's completion. This first payment shall be based on the Property's assessed value on January 1 of the year of completion. Thereafter payments under this Agreement shall be due in annual installments, on August 15, for a period of time described in Sec. 4.3.

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) four percent (4%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the

rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

### ARTICLE III PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form, and with terms, acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

### ARTICLE IV CONDITIONS TO PAYMENT; REPURCHASE OF PROPERTY; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before January 1, 2025.

4.1.2 The Property's assessed value is no less than Twelve Million Dollars (\$12,000,000) on or before January 1, 2025.

4.1.3 The conditions herein are subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.2 The City was induced to sell the real property described in Exhibit A to Developer based on Developer's proposed Project and construction of the same according to the terms of this Agreement. As such, the City shall retain and the Developer shall grant the City a right to repurchase the real property (hereafter "repurchase options"). This repurchase option shall be subject to the following:

4.2.1 The City's repurchase right shall terminate upon Developer obtaining approved buildings plans and a building permit for improvements to the real property consistent with the Project as described in this Agreement, and, commencement of the Project's construction.

4.2.2 The City shall refrain from executing the repurchase right if Developer is making reasonable timely progress toward commencement of the Project's construction in accordance with the terms of the Agreement.

4.2.3 The City shall provide Developer thirty (30) day's written notice of its intent to repurchase the Property unless Developer waives said notice. Thereafter Developer shall execute all necessary documents and transfer the Property's unencumbered title to the City. In exchange, the City shall pay Developer \$590,000 (or the actual amount paid by Developer to the City) less \$1,000 per calendar month calculated from the first day of the month after this Agreement is executed through the date of sale. The City and Developer agree that each will act in good faith to facilitate a timely repurchase if the City exercises its repurchase right.

4.3 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.3.1 The conditions in Section 4.1 are not met.

4.3.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

#### ARTICLE V CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

#### ARTICLE VI WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton  
Community and Economic Development Department  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: Director

With a copy to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: City Attorney

FOR DEVELOPER:

Merge LLC  
25 West Main Street, Suite 500  
Madison, WI 53718  
Email: [info@mergeurbandevlopment.com](mailto:info@mergeurbandevlopment.com)

With a copy to:

Squire Patton & Boggs  
Attn: Steven F. Mount  
41 South High Street, Suite 2000  
Columbus, OH 43215  
Email: [steven.mount@squirepb.com](mailto:steven.mount@squirepb.com)

#### ARTICLE VII ASSIGNMENT

7.1 Terms of this Agreement are not transferrable or assignable. No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties.

#### ARTICLE VIII NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

#### ARTICLE IX MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

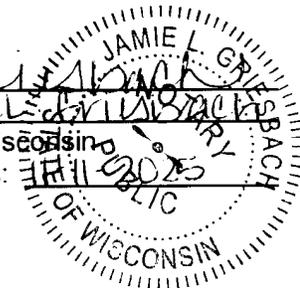
By: [Signature]  
Jacob A. Woodford, Mayor

ATTEST:

By: [Signature]  
Kami L. Lynch, City Clerk

STATE OF WISCONSIN     )  
  : ss.  
OUTAGAMIE COUNTY     )

Personally came before me this 16 day of February, 2022, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]  
Printed Name: JAMIE L. GRUBBACH  
Notary Public, State of Wisconsin  
My commission expires: FEB 11 2025  


**PROVISION HAS BEEN MADE TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THIS AGREEMENT:**

[Signature]  
Anthony Saucerman, Finance Director

**APPROVED AS TO FORM:**

[Signature]  
Christopher R. Behrens, City Attorney  
Dated: January 5, 2022  
By: Amanda K. Abshire  
City Law A21-0871

DEVELOPER:

Merge LLC

By: [Signature]  
Printed Name: Brent Dahlstrom  
Title: manager

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

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

STATE OF Iowa )  
: ss.  
Black Hawk COUNTY )

Personally came, before me this 9th day of February, 2022,  
Brent Dahlstrom, \_\_\_\_\_, \_\_\_\_\_ each  
a member of the LLC, to me known to be the persons who executed the foregoing instrument and  
acknowledged the same in the capacity and for the purposes therein intended.



[Signature]  
Printed Name: Jill Kraayenbrink  
Notary Public, State of Iowa  
My commission is/expires: July 29, 2022

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

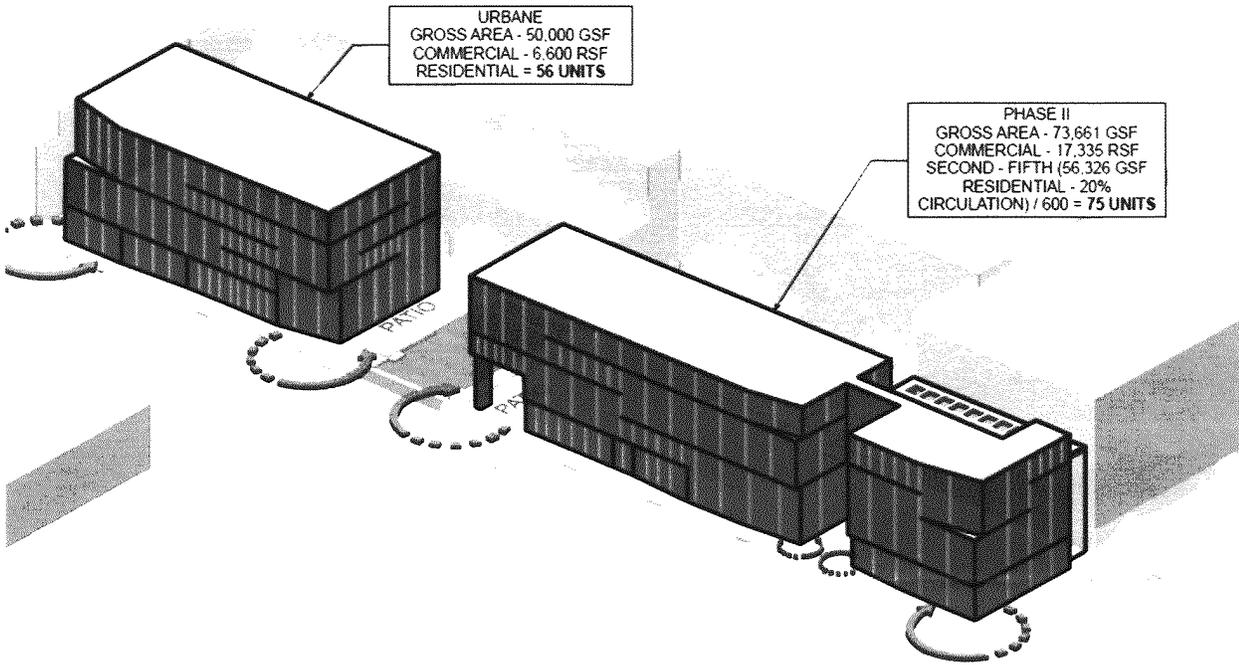
**PARCEL: Part of 31-2-0272-01, part of 31-2-0272-00 and all of 31-2-0272-02  
Doc. #876209, #2147310 and #2150911, less proposed right-of-way**

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. 2447, all of Lot 3 and part of Lot 1 and 2, in Block 27, SECOND WARD PLAT (aka APPLETON PLAT), according to the recorded Assessor's Map of the City of Appleton, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.836 Acres (36,429 sq. ft.) of land and being described by:  
Commencing at the Northeast corner of said Block 27 and being the point of beginning;  
Thence South 00°03'28" East 152.34 feet along the East line of Block 27 and being coincident with the West line of Oneida Street to the North line of City Center Street;  
Thence South 89°53'26" West 185.69 feet along the South line of Lots 2 and 3 of said Block 27; and being coincident with the North line of City Center Street;  
Thence North 00°06'37" West 65.22 feet;  
Thence South 89°52'45" West 99.07 feet to the West line of Lot 1 of said Block 27;  
Thence North 39°26'31" East 4.05 feet;  
Thence Northeasterly 10.34 feet along the arc or a curve to the left having a radius of 15.00 feet and the chord of which bears North 19°41'32" East 10.14 feet;  
Thence North 00°03'28" West 74.48 feet to the South line of Washington Street;  
Thence North 89°53'26" East 278.82 feet along the South line of Washington Street and being coincident with the North line of Lot 1 and 2 of said Certified Survey Map No. 2447 to the point of beginning.

**EXHIBIT B**

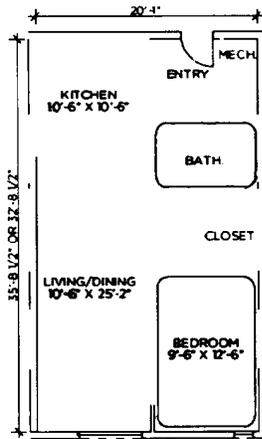
**PROPOSED IMPROVEMENTS**

**(Copy of Plans/Design docs follow)**

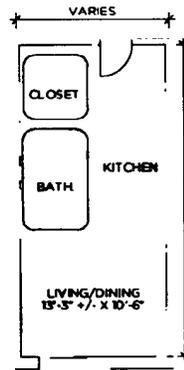


- Walk-in closet
- Full kitchen
- Washer + dryer
- Bedroom with natural lighting
- Living and dining space

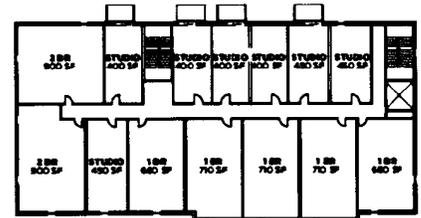
- Living room and dining area
- Built-in Murphy bed and sofa
- Ample cook and prep areas
- Built-in media center and desk work surface
- Dedicated laundry and closet space



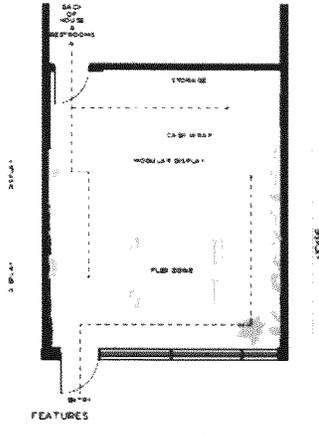
1 BEDROOM TYPICAL PLAN  
1/8" = 1' 0"



STUDIO TYPICAL PLAN  
1/8" = 1' 0"



LEVEL 2-5 TYPICAL PLAN  
1/32" = 1' 0"





ONITSHOT



MERGE

2020 09 25



ON17SHOT



MERGE

2020 03 25



# MEMORANDUM

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TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request from Fox Commons Properties, LLC for “No Build” Easement on Former Blue Ramp Site - Tax Id #31-2-0272-00

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Fox Commons Properties, LLC is in the process of redeveloping City Center Plaza as outlined under a Development Agreement dated July 10, 2023. In the course of permitting for same, they have identified a need for a 5-foot separation to allow for windows on the northern portion of the building. To accomplish this, Fox Commons Properties, LLC has requested a “no build” easement on the adjacent parcel (Tax Id #31-2-0272-00, a/k/a Former Blue Ramp Site) as shown on the attached sketch.

The Former Blue Ramp Site is owned by the City of Appleton and is subject to a Development Agreement between the City of Appleton and Merge, LLC. The City asked Merge and Fox Commons Properties, LLC to communicate directly to provide for the continued development of City Center Plaza and renders a developable Blue Ramp site remaining.

An impact amount of \$40,000.00 was agreed upon by Merge and Fox Commons Properties, LLC. It is anticipated this amount will be collected by the City at time of signing the requested easement. At the time of Merge closing on the sale of the Former Blue Ramp Site parcel, they will receive a credit for the same amount (to be memorialized in a future Amendment to the Merge Development Agreement).

**Staff Recommendation:**

The “no build” easement on Tax Id #31-2-0272-00 be signed by the City upon receipt of \$40,000.00 from Fox Commons Properties, LLC **BE APPROVED.**

December 6, 2023

City of Appleton  
100 N. Appleton Street  
Appleton, WI 54911

Re: **Consideration for No Build Easement**

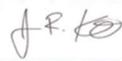
Dear Sir/Madam:

Merge Urban Development Group or an affiliate thereof ("Merge") has entered into a Purchase Agreement with the City of Appleton (the "City") for that certain tract of land generally known as Parcel 312027200 and as more particularly described in said Purchase Agreement (the "Property"). Fox Common Properties, LLC, or its assigns ("Fox Commons"), is the owner of an adjoining parcel. Fox Commons has requested a no build easement on and over a certain portion of the Property as more particularly described in the draft No Build Easement attached hereto (as may be subsequently revised, the "Easement").

As consideration for Merge granting the Easement to Fox Commons, Fox Commons has agreed to pay the City \$40,000.00 upon the full execution and recording of the Easement.

Very truly yours,

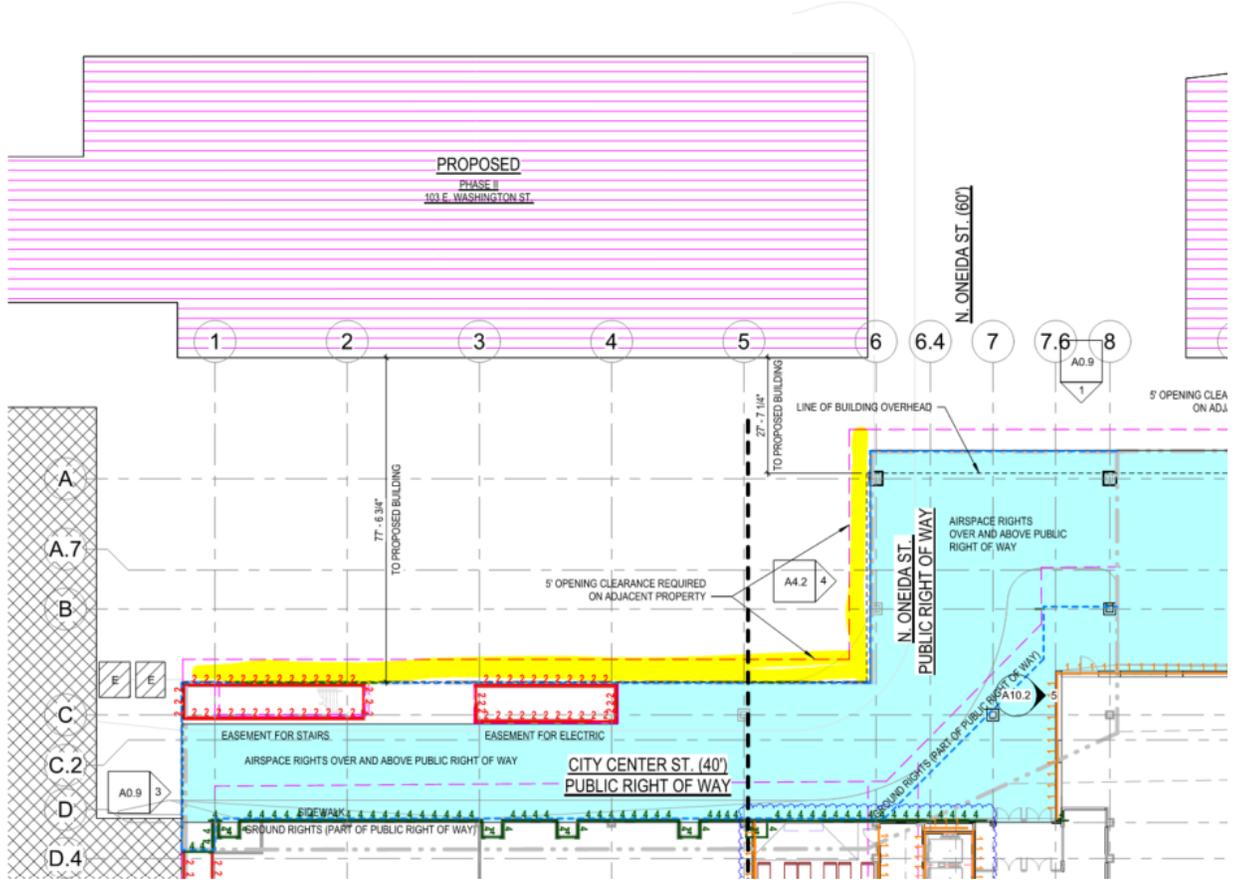
FOX COMMONS  
Fox Commons Properties, LLC

By:   
Name: James R. Kleinfeldt  
Title: Manager

MERGE  
Merge Urban Development Group

By:   
Name: Brent Dahlstrom  
Title: manager

PROPOSED EASEMENT AREA



**NO BUILD  
EASEMENT AGREEMENT**

Document Title

Recording Area

This Document was drafted by and after  
recording return to:

Michael Best & Friedrich LLP  
1 S. Pinckney Street, Suite 700  
Madison, WI 53703  
Attn: Kevin A. Martin

PINs: See Exhibit A and Exhibit B

## **NO BUILD EASEMENT AGREEMENT**

THIS NO BUILD EASEMENT AGREEMENT (“Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Appleton, a Wisconsin municipal corporation (“Grantor”), and the Fox Commons Condominium Association, Inc., a Wisconsin nonstock corporation (“Grantee”).

### **RECITALS**

A. Grantor is the owner of certain real property located in the City of Appleton, County of Outagamie, Wisconsin, legally described on Exhibit A attached hereto (“Parcel 1”).

B. Grantee is the governing association for the Fox Commons Condominium (the “Condominium”), created under the Condominium Ownership Act of the State of Wisconsin pursuant to that certain Declaration of Condominium for Fox Commons Condominium recorded in the office of the Register of Deeds of Outagamie County on August 15, 2023, as Document Number 2297870 and the Fox Commons Condominium Plat recorded in the office of the Register of Deeds of Outagamie County on August 15, 2023, as Document Number 2297871, with respect to the land and buildings located in the City of Appleton, County of Outagamie, Wisconsin legally described on Exhibit B attached hereto (“Parcel 2”).

C. Grantee and/or certain owners of units within the Condominium desire to rehabilitate and repurpose the building located on Parcel 2 (the "Building").

D. Grantee has requested a no build easement on and over a certain portion of Parcel 1, as legally described and depicted on Exhibit C attached hereto (the “Easement Area”), in order to satisfy building code requirements applicable to the north and west-facing walls of the Building.

E. Grantor is willing to grant the requested easement so as to permit the rehabilitation, operation, maintenance, and reconstruction of the Building on Parcel 2, subject to the terms and conditions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows: Grantor hereby declares, conveys, and grants the following described Easement to the Grantee, and the Grantee hereby accepts such Easement from the Grantor, as follows:

1. Grant of Easement. Grantor hereby declares, establishes, grants, and conveys for the benefit of, and deemed appurtenant to, Parcel 2, a perpetual, negative easement prohibiting the construction of any new or additional above-ground structures, including, but not limited to, a dumpster enclosure, garage, shed, fence, or any other above-ground building or structures within the Easement Area (the “Easement”). The Easement shall be perpetual.

2. Binding Effect. This Agreement and the terms, conditions, restrictions, covenants, and agreements set forth herein, including the benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the owners or governing associations, as applicable, of Parcel 1 and Parcel 2. The Easement granted hereunder is an easement appurtenant to Parcel 2 and may not be assigned, transferred or conveyed separately from, or severed from, the title to Parcel 2.

3. Amendment or Termination. This Agreement may only be amended or terminated by the recording of a written instrument in the Office of the Register of Deeds of Outagamie County, Wisconsin, executed by or on behalf of the owners or governing associations, as applicable, of Parcel 1 and Parcel 2.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

5. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

6. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

7. Enforcement. Grantee, or its successors or assigns, shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain or cure the violation or to recover damages, or both. If any suit or action is brought to enforce the provisions of this Agreement, the party who prevails in such action or suit shall be entitled to recover its court costs and reasonable attorneys' fees from the other party.

8. No Merger. This Agreement shall not be extinguished by reason of the fact that any interest in Parcel 1 may be held directly or indirectly by or for the account of any person who shall hold directly or indirectly any interest in all or any portion of Parcel 2; and no merger shall occur unless and until each and every owner of Parcel 1 and Parcel 2 shall execute a written instrument effecting a merger, which instrument shall be recorded in the Office of the Register of Deeds of Outagamie County, Wisconsin.

9. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

10. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

Exhibits:

- Exhibit A - Legal Description of Parcel 1
- Exhibit B - Legal Description of Parcel 2
- Exhibit C - [Legal Description and](#) Depiction of Easement Area

*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*







**EXHIBIT A**

**Legal Description of Parcel 1**

~~{To be added.}~~

Lot 1 of Certified Survey Map No. 8298, being part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

Tax Parcel Number: 312027200

**EXHIBIT B**

**Legal Description of Parcel 2**

Units 1 and 2 and so much of the undivided interest in the common areas and facilities appurtenant to such Units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as FOX COMMONS CONDOMINIUM, created under the Condominium Ownership Act of the State of Wisconsin by Declaration of Condominium for Fox Commons Condominium recorded on August 15, 2023, in the office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 2297870. Said condominium being located in the City of Appleton, Outagamie County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Parcel Number: 312029001

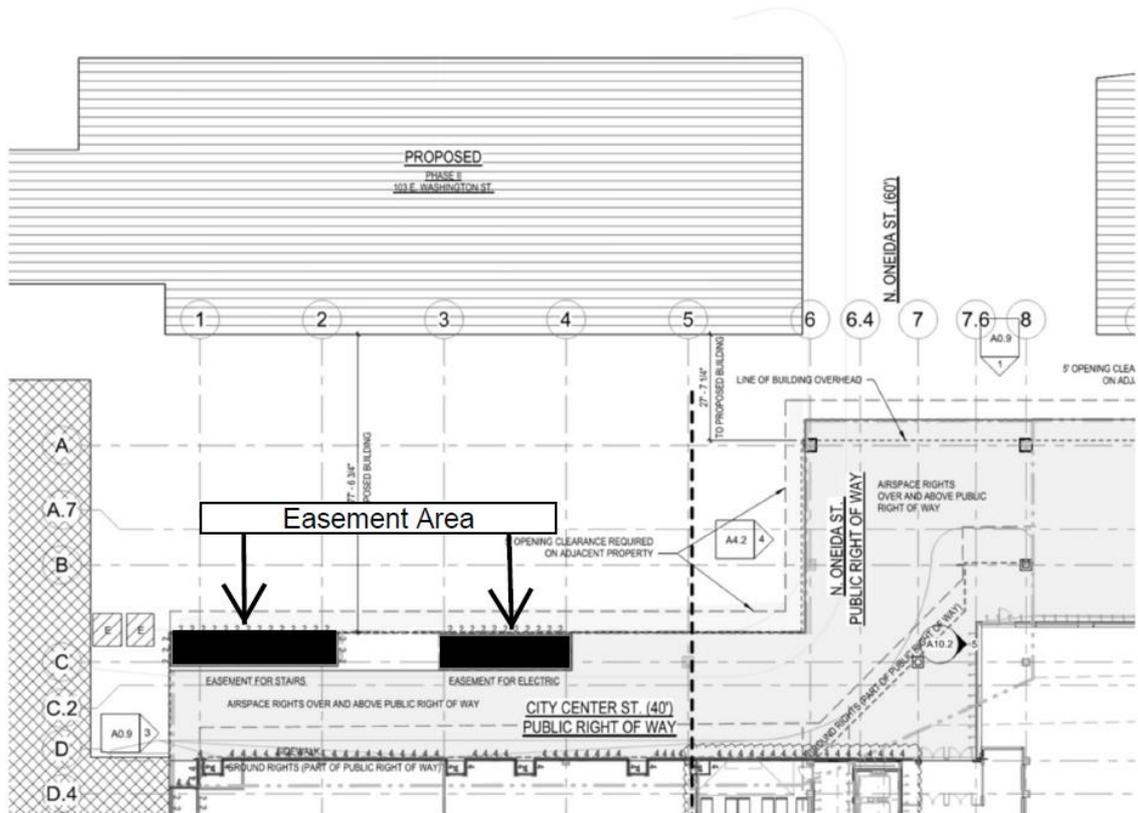
## **EXHIBIT C**

### **Legal Description of the Easement Area**

Beginning at the Southeast Corner of Lot 1 of Certified Survey Map No. 8298 (Doc. 2264330); thence S89°56'34"W along the North line of City Center Street and the South line of said Lot 1, 164.31 feet; thence N00°01'21"W, 5.00 feet; thence N89°56'34"E, 159.30 feet; thence N00°01'21"W, 50.11 feet; thence N89°56'34"E, 5.00 feet to the West line of N. Oneida Street and the East line of Lot 1 of said Map No. 8298; thence S00°01'21"E along said West line and said East line, 55.11 feet to the point of beginning. Said EASEMENT is subject to all easements, and restrictions of record. Said EASEMENT encumbers 1,072 SF (0.0246 Ac) of said GRANTOR'S land.

---

**EXHIBIT C**  
**Depiction of Easement Area**



*Exhibit C to No Build Easement Agreement*

<b>Summary report:</b>	
<b>Litera Compare for Word 11.4.0.111 Document comparison done on 11/21/2023 9:05:01 PM</b>	
<b>Style name:</b> MBFDefault	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://michaelbest-mobility.imatech.com/MBF/36056159/3	
<b>Modified DMS:</b> iw://michaelbest-mobility.imatech.com/MBF/36056159/4	
<b>Changes:</b>	
<a href="#">Add</a>	9
<del>Delete</del>	1
<del>Move From</del>	0
<del>Move To</del>	0
<del>Table Insert</del>	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>10</b>



# MEMORANDUM

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

TO: Community and Economic Development Committee (CEDC)

FROM: Olivia Galyon, Community Development Specialist

DATE: December 13, 2023

RE: Appleton Health Department and Police Department Joint 2024 Community Development Block Grant (CDBG) Funding Application

---

Per City of Appleton CDBG Policy, the CEDC must approve applications for City Programs. Staff has estimated that the City of Appleton’s 2024 CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) will be around \$576,900. This amount is an estimation based on allocations from previous years and may fluctuate. The City has received a joint application from the Appleton Health Department and Police Department to fund a Community Resource Navigator position. The requested amount for this position is \$86,550. This position is considered a public service, thus subject to the public service cap of 15% of the total CDBG allocation, projected at \$86,550. This position is expected to be continuously funded by CDBG dollars each year, but the amount available may vary depending on HUD’s annual allocation.

Appleton Police Department and the Health Department are working together to address an increased need to directly respond to individuals experiencing homelessness and other crisis situations and provide resources necessary to secure basic needs and safety. The Appleton PD receives an increasing number of calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of support to meet their basic necessities and secure shelter. This role would be well suited to respond to the needs of residents in crisis and connect residents with support and services to address their short- and long-term needs. Goals of this position include decreasing duplicate calls to police for individual clients and streamlining the process to identify clients and connect them with service providers meeting their needs. This staff person will serve as a repository of knowledge of the services and resources available to residents and reduce police-response to non-criminal matters.

CEDD staff has reviewed the application in accordance with CDBG guidelines and in consultation with a representative from HUD and determined this project is eligible to receive CDBG funding. This project meets an urgent need within the community due to the increasing number of homelessness and mental health-related calls to police, and thus falls under the Urgent Need national objective. Additionally, mental health services are an allowable activity under the CDBG public services category. CEDD staff recommends approval of the allocation of approximately \$86,550 in CDBG funds for this position (not to exceed 15% public service cap of final CDBG 2024PY allocation amount).

If you have any questions, please contact me at 832-6469 or [olivia.galyon@appleton.org](mailto:olivia.galyon@appleton.org). Thank you!



## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

### PART A – CONTACT INFORMATION

1. **Program/Project Name:** Community Resource Navigator
2. **Contact Person Name/Title:** Chuck Sepers/Health Officer | Director
3. **City Department:** Health
4. **Supervisor Name/Title (if applicable):** Jake Woodford/Mayor
5. **Telephone Number:** (920) 832-6433
6. **Fax Number:** ( ) -
7. **Email Address:** charles.sepers@appleton.org

### PART B – INDICATORS

1. **To be eligible for funding, the program/project for which you are requesting funding must address one national objective.**

- The project meets the needs of low- and moderate-income persons. At least 51 percent of the participants or beneficiaries of the project will meet the low- and moderate-income guidelines listed in Exhibit A.
- The project is located in a low- and moderate-income area. In this case, the project must be available to all the residents of one of the areas identified on the map in Exhibit B and primarily residential. Typical activities funded are area street improvements, water and sewer lines, parks and other public facilities.
- The project meets the needs of one of the following specific groups of people (low-mod limited clientele): abused children, elderly persons, battered spouses, homeless persons, severely disabled persons, illiterate adults, persons living with AIDS and migrant farm workers.
- The project provides housing assistance to low- and moderate-income households. Fundable activities include housing rehabilitation, acquisition of property for housing and homeownership assistance.
- The project creates or retains jobs for low- and moderate-income persons.
- The project eliminates specific instances of blight or physical decay. The only activities to be funded under this category are acquisition, demolition or rehabilitation of buildings.

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

**2. Program category:**

- |  |   |
|--|---|
| <input type="checkbox"/> Acquisition             | <input type="checkbox"/> Housing                    |
| <input type="checkbox"/> Administration/Planning | <input type="checkbox"/> Public Facilities          |
| <input type="checkbox"/> Economic Development    | <input checked="" type="checkbox"/> Public Services |

**3. Priority need(s) met (use list provided in Exhibit C):**

- a) Public services  
b) \_\_\_\_\_  
c) \_\_\_\_\_

**4. Proposed output type and number (select more than one if necessary):**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> _____ persons directly served | <input type="checkbox"/> _____ housing units rehabilitated/acquired |
| <input type="checkbox"/> _____ households directly served         | <input type="checkbox"/> _____ jobs created/retained                |
| <input type="checkbox"/> _____ businesses rehabilitated           | <input type="checkbox"/> _____ other ( <i>specify</i> : _____)      |

**5. Check one HUD-defined objective that best relates to your potential CDBG-funded program:**

- Create Suitable Living Environments → address issues in daily life (social barriers, physical barriers, etc.)  
 Provide Decent Affordable Housing → address individual, family, or neighborhood housing needs  
 Expand Economic Opportunity → address economic development (job creation, commercial rehab, etc.)

**6. Check one HUD-defined outcome that best relates to your potential CDBG-funded program:**

- Availability/Accessibility → make basic services more readily available/accessible to low-income persons  
 Affordability → make basic services more affordable for low-income persons in a variety of ways  
 Sustainability → improve the overall viability of communities (blight elimination, LMI benefits, etc.)

### **PART C – FUNDING INFORMATION**

*(limit narrative responses to the space provided)*

- CDBG funds requested (minimum of \$10,000):** \$86,550
- Percent of total program/project budget that will be covered by this CDBG award:** 100%
- Is it anticipated that CDBG funding will be needed for this activity in the future?** Yes  
**If so, describe the reason and plan for future funds.**  
The basic needs of low to moderate income residents, including connecting unhoused persons to community resources.
- If a public service activity was funded through CDBG during the previous program year, describe the growth of the activity/program expected for the 2021PY.**

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

5. Amounts of prior year CDBG awards received by your department:

2022-2023 = \$0

2021-2022 = \$0

2020-2021 = \$0

6. Detailed program/project budget for CDBG funds (Please be as detailed and specific as possible)

Program/Project Activity	CDBG Award Allotment
Salaries	\$57,174
Fringe	\$17,152
Office space (program only)	\$
Utilities	\$
Communications	\$
Copies/Printing	\$
Supplies and Materials	\$12,224
Mileage	\$
Audit	\$
Indirect costs (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
<b>TOTAL:</b>	<b>\$86,550</b>

7. If using the funds for wages/salaries, please list the titles of the positions and the percentage of the total wages/salary for each that will be funded by this CDBG award.

Community Resource Navigator: 86% of funds used for salary and fringe.

8. If the entire amount of your request is not allocated, will the activity still be possible? And if so, how will the activity be altered to allow for the smaller award?

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

9. SPECIFIC major sources that will/may also fund this program/project in 2021:

Leverage Source (i.e. general funds, capital funds, etc.)	Amount	Status
a)	\$	(select one)
b)	\$	(select one)
c)	\$	(select one)
d)	\$	(select one)
e)	\$	(select one)

10. Describe your efforts to secure additional/complementary funding for your program/project. If this program/project will generate program income, please note the amount and how it will be spent.

### **PART D – PROJECT DESCRIPTION**

*(limit narrative responses to the space provided)*

1. Describe the activities to be carried out through this grant request and how this activity relates to the mission of your department and the City.

The Health Department is committed to fostering an environment where all residents can thrive in their living, working, and recreational pursuits by ensuring that their fundamental needs are met. Grounded in the principles of public health best practices, this role will actively extend direct assistance to individuals experiencing homelessness. It will deliver precise, reliable, and timely information about available resources in a manner that uniquely addresses their needs.

2. Describe how the project meets the national objective and how it fits into the program category, both chosen above (Part B).

This position will directly work with people experiencing homelessness along with domestic violence. The Community Resource Navigator will serve as a link between the police department (who receive first calls of someone in trouble) and community resources (who are able to address the needs). This role will provide immediate support and assistance to individuals and families in crisis situations, or low-mod limited clientele, with a focus on securing basic needs and safety. Moreover, this position will guide clients through the intricacies of accessing essential resources, skillfully navigating bureaucratic and administrative processes to facilitate a smoother and more effective support system.

3. Identify the projected target population the proposed CDBG-funded program/project will serve (i.e. age, race, residency, disability, income level, other unique characteristics/information).

In July 2023, a Point In Time survey in Appleton identified 70 individuals as unsheltered or living in uninhabitable environments. This included nine minors, 17 individuals over the age of 55, and 20 who disclosed struggling with chronic illness or mental health issues (with an additional 37 not responding to that question). The Community Resources Navigator will be dedicated to supporting this specific population throughout the entire year.

# Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

**4. Describe how this program/project is unique and/or coordinates with others to avoid duplication of services and meets the high priority needs of the community as chosen in Part B.**

Frequently, the Police Department receives calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of basic necessities and shelter. To address this, the Community Resource Navigator will be situated within the Police Department to promptly engage with these individuals, offering a comprehensive health-first approach to challenging situations. This initiative aims not only to meet immediate needs but also to provide accessibility to suitable living environments, fostering a more sustainable and supportive future for those experiencing homelessness by actively working to remove social barriers.

## **PART E – OUTCOMES**

*(limit narrative responses to the space provided)*

**1. Describe how the potential CDBG-funded program relates to the outcome chosen above (Part B).**

Community partners in Appleton offer a diverse range of resources to address the essential needs of individuals facing homelessness and domestic violence. However, navigating these resources can be particularly challenging, especially during times of crisis. The allocation of CDBG funding would enable the creation of a Community Resources Navigator position, offering crucial guidance to individuals and families in navigating these resources during moments of crisis, making basic services more readily available to low-income individuals and others in crisis.

**2. Briefly describe data that will be collected and/or analysis used to measure success in achieving the objective and outcome identified above (Part B) for the target population.**

The successful attainment of our objective will be measured by a reduction in the frequency of duplicate calls to law enforcement for an individual client. Our strategy involves the Community Navigator connecting individuals with community resources during the initial call or prior to contacting law enforcement. Success in achieving the desired outcome will be evident in the streamlined identification and coordination of resources to support individuals. This approach aims to optimize the allocation of time, with less spent by the police and local community organizations on locating individuals in need, allowing more time for providing meaningful support.

## **PART F – ATTACHMENTS**

**1. Please attach the following information relating to your program/project:**

- Detailed Budget Breakdown (most current)
- Department Structure Chart
- Descriptive Material (brochures, flyers, fact sheets, etc.)

## **PART G – AUTHORIZATION**

Charles Sepers  
\_\_\_\_\_  
Name of Department Head

Health Officer | Director  
\_\_\_\_\_  
Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

**Community Development Block Grant (CDBG)**  
**2024 CITY PROPOSAL FORM**

**EXHIBIT A: FY 2023 Income Limits Documentation System**

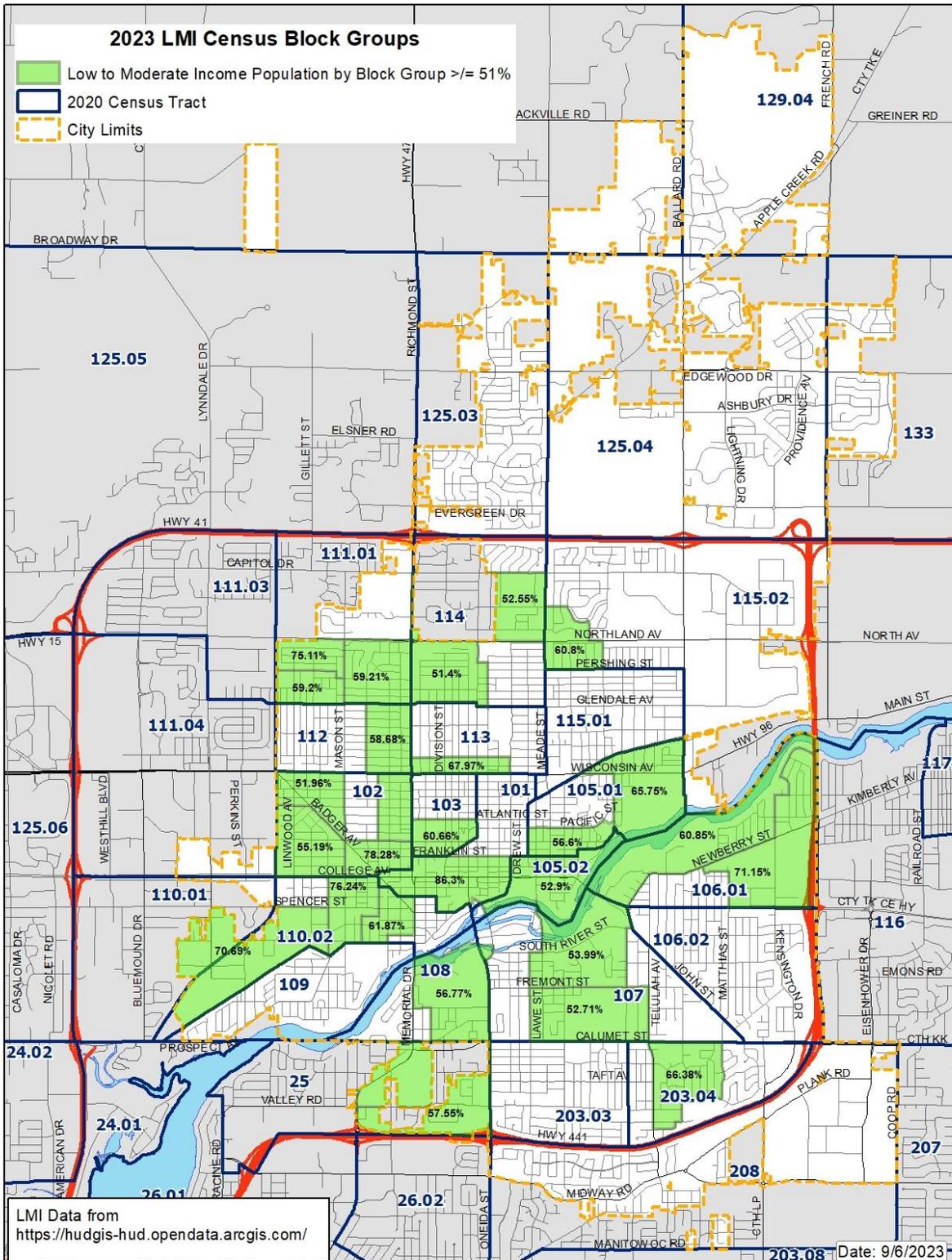
Appleton, Wisconsin MSA

FY 2023 Income Limit Category	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	\$21,300	\$24,350	\$27,400	\$30,400	\$35,140	\$40,280	\$45,420	\$50,560
Very Low (50%)	\$35,500	\$40,550	\$45,600	\$50,650	\$54,750	\$58,800	\$62,850	\$66,900
Low (80%)	\$56,750	\$64,850	\$72,950	\$81,050	\$87,550	\$94,050	\$100,550	\$107,000

NOTE: The Appleton, WI MSA contains the following areas: Calumet County, WI; and Outagamie County, WI.

# Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

EXHIBIT B



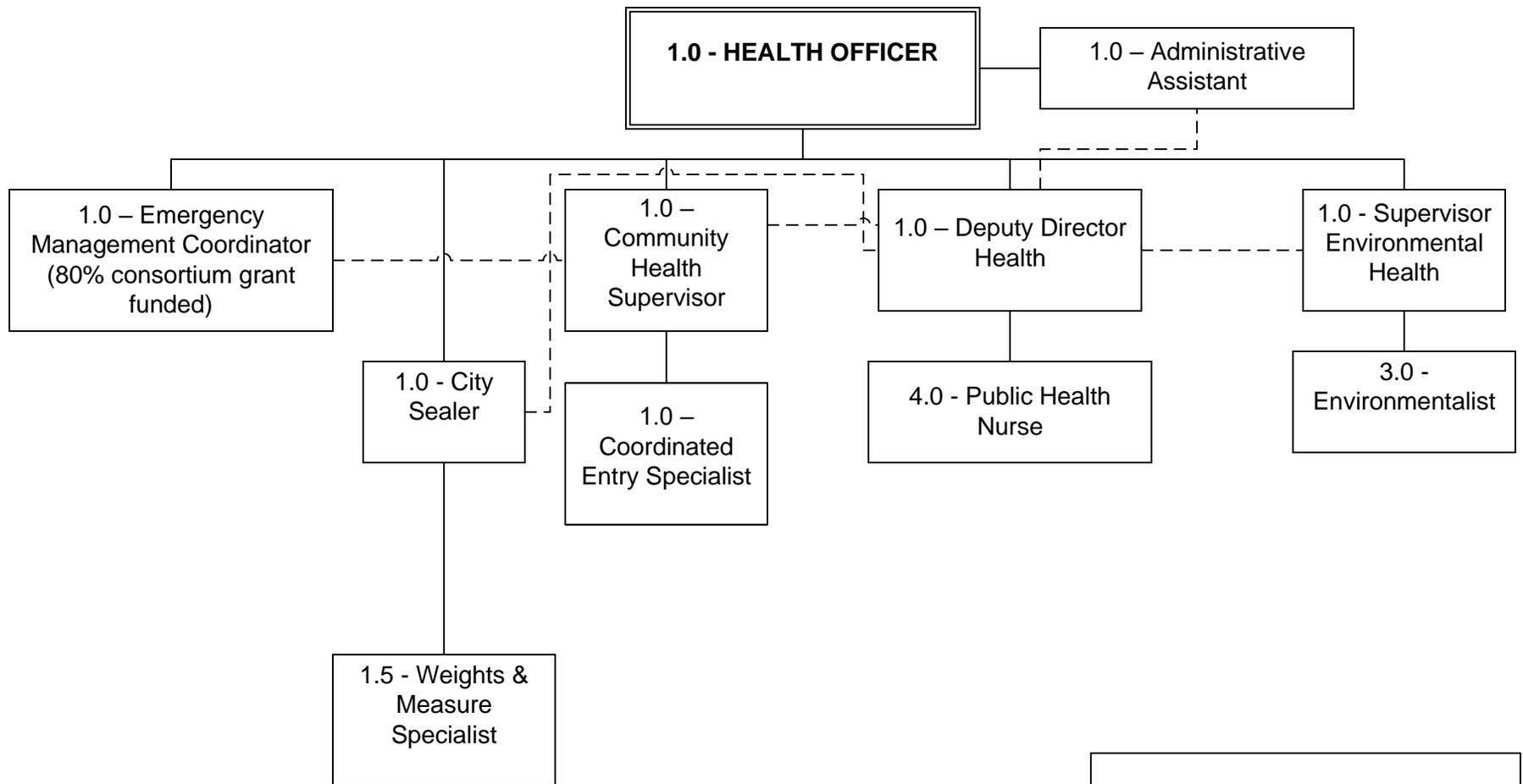
## **Community Development Block Grant (CDBG)** **2024 CITY PROPOSAL FORM**

### **EXHIBIT C: Priority Needs – City of Appleton**

As an Entitlement Community, the City of Appleton provides grant assistance for local projects through use of Community Development Block Grants (CDBG). Each year, organizations may apply for funding to implement activities that meet the goals and objectives as defined in the City's Five-Year Consolidated Plan. The priority needs for 2020-2024, around which these goals revolve, are included in the following table:

#### **Goals and Outcomes Summary**

<b>Five- Year Goals</b>	<b>Five-Year Goal Outcomes</b>
Improve & maintain housing stock	180 owner-occupied homes rehabilitated
Homebuyer assistance	25 first-time homebuyers receive downpayment assistance
Rental rehabilitation	35 rental units rehabilitated
Acquisition for new housing	20 new housing units
Public facilities improvement & maintenance	1,300 persons assisted through allocations to community-based agencies for facility improvement & maintenance activities
Neighborhood revitalization	6,000 persons assisted through various public facility improvements
Public services	800 persons assisted through provision of various public services



DRAFT 7/05/2023

**CITY OF APPLETON 2024 BUDGET**

**HEALTH DEPARTMENT**

**Public Health Officer: Charles E. Sepers**

**Deputy Director of Public Health: Sonja R. Jensen**

# CITY OF APPLETON 2024 BUDGET HEALTH DEPARTMENT

## MISSION STATEMENT

The mission of the Appleton Health Department is to safeguard the environment, promote public health, and protect consumers in the community by providing high-quality services responsive to the needs of the people. Our belief is that prevention is the most effective public health strategy.

## DISCUSSION OF SIGNIFICANT 2023 EVENTS

In 2023, the Appleton Health Department focused on a combination of strategic initiatives, including the beginning of a comprehensive community health assessment and developing 3-year strategic plan, which includes increased focus on social determinants of health and robust partnership development.

### Community Health Assessment:

In 2023, the Appleton Health Department begun the Community Health Needs Assessment with the Age Friendly Appleton Survey. Developing a robust, ongoing community health assessment process will provide data-driven insights into our community's health needs and assets. By regularly assessing and monitoring health indicators, we will not only identify health issues early but also track the effectiveness of all community interventions from all partners over time.

### Building Partnerships and Collaboration:

Additionally, the Appleton Health Department is working with all health departments and hospitals in the Tri-County region to develop a regional community health assessment and improvement planning approach. We understand that health is a collective responsibility. It's a task that cannot be achieved by a single entity, and it requires the whole community's effort. Therefore, we aim to strengthen and broaden our partnerships with local organizations, healthcare providers, educational institutions, and other key stakeholders. By collaborating, we can pool resources, share expertise, and coordinate our efforts to improve health outcomes. This regional focus for this shared work will better serve our collective residents.

### Focus on Social Determinants of Health:

In our work, we recognize the profound impact of social determinants of health—conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life outcomes. We are committed to focusing on these determinants, including housing, education, income stability, and environment, to address health at its roots. In addition, we seek to promote policies that create healthier living conditions and enable access to essential services for all members of our community.

# CITY OF APPLETON 2024 BUDGET HEALTH DEPARTMENT

## MAJOR 2024 OBJECTIVES

Renewing relationships and expanding collaborative partnerships will be at the heart of the Appleton Health Department's objectives for 2024. Major lines of effort include completion of the 2023 Community Health Needs Assessment and completion of a Community Health Improvement Plan in collaboration with community partners. This includes leading the creation and implementation of action planning related to the Appleton's Age Friendly Community designation in partnership with community stakeholders.

Additionally, the Appleton Health Department is co-leading a regional effort within the public health jurisdictions within Calumet, Outagamie, and Winnebago Counties, including the City of Menasha, along with regional hospital partners, to develop and implement a first-ever regional Community Health Needs Assessment and Community Health Improvement Plan using funds from local nonprofits. This regionalized effort to understand and address health issues affecting neighboring communities will serve to allow for localized approaches to addressing these issues, while making the planning, data collection, and sensemaking more efficient across participating agencies.

Another major objective in 2024 will be the implementation of an electronic medical record system for Appleton Health Department patients. Currently using paper charts, the use of a new electronic medical record system will do three things: 1) record staff spent toward various lines of effort, which is required for accurate grant match reporting. This function is currently being handled by iSeries, which is scheduled to sunset in 2025; 2) provide a platform for scheduling vaccine clinics. The current scheduling platform was created in-house by IT and is no longer supported; and 3) increase staff efficiency with charting patient records, currently done by hand.

Recent changes to statutory compliance to DHS 140 has dramatically reduced the reporting requirements of local health departments that are accredited by the Public Health Accreditation Board (PHAB). This, combined with a pursuit of industry best practice, will allow the Appleton Health Department to place increased focus on PHAB accreditation in 2024. Areas of interest for 2024 include creating a public facing performance management platform to monitor key performance indicators, updating and developing policies across all divisions and developing ongoing processes for review and update by the Board of Health, developing a schedule of quality improvement processes to enhance the efficiency and effectiveness of programs and their administration, and developing a public health workforce training plan.

DEPARTMENT BUDGET SUMMARY							
Programs		Actual		Budget			%
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	Change *
<b>Program Revenues</b>		\$ 300,909	\$ 350,016	\$ 385,596	\$ 385,596	\$ 552,715	43.34%
<b>Program Expenses</b>							
12510	Administration	78,472	152,998	174,872	174,872	186,534	6.67%
12520	Nursing	373,053	394,517	520,425	520,425	467,388	-10.19%
12530	Environmental Health	320,909	335,540	363,115	363,115	447,821	23.33%
12540	Weights & Measures	211,811	213,181	219,051	219,051	223,896	2.21%
<b>TOTAL</b>		<b>\$ 984,245</b>	<b>\$ 1,096,236</b>	<b>\$ 1,277,463</b>	<b>\$ 1,277,463</b>	<b>\$ 1,325,639</b>	<b>3.77%</b>
<b>Expenses Comprised Of:</b>							
Personnel		909,755	1,025,234	1,177,876	1,177,876	1,233,385	4.71%
Training & Travel		9,325	10,530	16,380	16,380	16,440	0.37%
Supplies & Materials		17,852	16,869	17,973	17,973	18,875	5.02%
Purchased Services		47,313	43,603	65,234	65,234	56,939	-12.72%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		11.95	11.95	11.95	11.95	13.146	

\* % change from prior year adopted budget  
Health.xls

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Administration**

**Business Unit 12510**

**PROGRAM MISSION**

Through management activities, enforcement, and collaboration, the Health Officer assures public health services to the City of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #1: "Responsibly deliver excellent services".

**Objectives:**

Provide long range planning, policy development, fiscal supervision, personnel management and general clerical support to program areas.

Enforce local and state laws regarding public health and consumer issues.

Collaborate with community healthcare providers and agencies to improve the public's health and well-being.

**Major Changes in Revenue, Expenditures or Programs:**

No major changes.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Administration**

**Business Unit 12510**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
480100 General Charges for Svc	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenses</b>					
610100 Regular Salaries	\$ 51,400	\$ 110,219	\$ 124,800	\$ 124,800	\$ 135,055
615000 Fringes	15,211	32,786	38,235	38,235	39,552
620100 Training/Conferences	-	681	3,000	3,000	3,000
620600 Parking Permits	840	840	960	960	960
630100 Office Supplies	725	751	1,200	1,200	1,200
630300 Memberships & Licenses	1,705	1,896	2,000	2,000	2,000
630500 Awards & Recognition	136	-	179	179	218
630700 Food & Provisions	-	242	239	239	290
631603 Other Misc. Supplies	-	-	500	500	500
632001 City Copy Charges	6,760	2,188	2,000	2,000	2,000
632002 Outside Printing	42	1,355	1,000	1,000	1,000
632700 Miscellaneous Equipment	-	25	200	200	200
641307 Telephone	314	343	318	318	318
641308 Cellular Phones	1,339	1,672	241	241	241
Total Expense	\$ 78,472	\$ 152,998	\$ 174,872	\$ 174,872	\$ 186,534

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Public Health Nursing**

**Business Unit 12520**

**PROGRAM MISSION**

The nursing program prevents disease and promotes health through epidemiology, collaboration, consultation, assessment, intervention and case management to citizens and healthcare providers of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Prevent the occurrence and spread of disease in the community through: disease investigation, intervention, and partner notification; immunization against vaccine preventable diseases; investigation of elevated childhood blood lead levels; data collection; coordination with other area providers and the State; and public education.

Promote citizen health through assessment, intervention, case management and education for high risk families and adults.

**Major Changes in Revenue, Expenditures or Programs:**

There was a considerable reduction in Public Health Nursing salary and fringe line items through COVID-19 grant dollars and Communicable Disease intake, which includes COVID-19 mitigation activity. This will be the final year in which these dollars are available for use. Salary and fringe for Public Health Nursing will return to using general fund dollars when these funds are expended.

The Memberships and Licenses line item has increased from \$180 annually to \$930. This change includes maintaining the mandatory license/certifications required for staff. This change provides greater consistency across City departments for ensuring licensure/certification.

General Charges for Service increased due to participation in a State program, for the first time, to receive partial reimbursement for tuberculosis (TB) services. Additionally, the department will begin providing a new fee for service programs that will provide TB skin testing at a cash rate.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Public Health Nursing**

**Business Unit 12520**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 70	\$ 67	\$ 500	\$ 500	\$ 200
480100 General Charges for Svc	168	335	250	250	4,000
<b>Total Revenue</b>	<b>\$ 238</b>	<b>\$ 402</b>	<b>\$ 750</b>	<b>\$ 750</b>	<b>\$ 4,200</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 247,466	\$ 268,071	\$ 338,877	\$ 338,877	311,027
610800 Part-Time Wages	2,810	4,002	23,952	23,952	24,182
615000 Fringes	92,465	95,099	110,567	110,567	89,928
620100 Training/Conferences	1,196	528	1,900	1,900	1,900
620200 Mileage Reimbursement	333	1,398	-	-	-
620600 Parking Permits	3,360	3,360	3,840	3,840	4,320
630300 Memberships & Licenses	-	-	180	180	930
632400 Medical/Lab Supplies	5,505	7,385	7,500	7,500	7,400
640700 Recycling Pickup	278	814	300	300	400
641307 Telephone	964	707	600	600	605
641308 Cellular Phones	4,689	3,626	3,664	3,664	2,400
642501 CEA Operations/Maint.	-	-	1,770	1,770	1,044
642502 CEA Depreciation/Replace.	-	-	775	775	752
643000 Health Services	12,500	-	12,500	12,500	12,500
643100 Interpreter Services	1,487	9,527	14,000	14,000	10,000
<b>Total Expense</b>	<b>\$ 373,053</b>	<b>\$ 394,517</b>	<b>\$ 520,425</b>	<b>\$ 520,425</b>	<b>\$ 467,388</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Environmental Health**

**Business Unit 12530**

**PROGRAM MISSION**

The Environmental Health program ensures safe food handling practices and protects the health and safety of Appleton residents and visitors through annual licensed establishment inspections, nuisance complaint investigations and communicable disease epidemiology.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Prevent the occurrence and spread of disease in the community through regulatory activities in public eating and drinking establishments, retail food establishments, recreational facilities and body art establishments.

Assess, consult and correct human health hazards including those associated with lead paint, solid waste, housing sanitation, potential rabies exposure and vector control.

Provide public education and act as a referral mechanism to other State and local agencies for information on environmental and safety hazards.

**Major Changes in Revenue, Expenditures or Programs:**

During 2023, an updated License Fee Schedule was adopted, which increased revenues significantly.

Training/Conferences decreased due to one-time training for new staff during 2023.

Cellphone expense increased due to increased FTE.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Environmental Health**

**Business Unit 12530**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
430500 Health License	\$ 168,337	\$ 182,976	\$ 195,200	\$ 195,200	\$ 349,865
Total Revenue	<u>\$ 168,337</u>	<u>\$ 182,976</u>	<u>\$ 195,200</u>	<u>\$ 195,200</u>	<u>\$ 349,865</u>
<b>Expenses</b>					
610100 Regular Salaries	\$ 222,161	\$ 224,834	\$ 251,631	\$ 251,631	\$ 299,360
610500 Overtime Wages	322	1,134	-	-	-
615000 Fringes	80,401	91,595	87,672	87,672	125,555
620100 Training/Conferences	667	828	3,100	3,100	2,200
620600 Parking Permits	1,260	1,260	1,440	1,440	1,920
630300 Memberships & Licenses	-	7	150	150	262
630400 Postage/Freight	-	-	-	-	-
631603 Other Misc. Supplies	13	1,339	1,300	1,300	1,300
632400 Medical/Lab Supplies	964	-	-	-	-
632700 Miscellaneous Equipment	283	251	-	-	250
641307 Telephone	430	460	400	400	400
641308 Cellular Phones	1,205	1,370	1,584	1,584	2,112
641800 Equipment Repairs & Maint.	165	-	300	300	50
642501 CEA Operations/Maint.	2,840	2,652	5,312	5,312	4,177
642502 CEA Depreciation/Replace.	2,873	2,428	2,326	2,326	2,050
643100 Interpreter Services	-	-	200	200	200
643200 Lab Fees	7,325	7,382	7,700	7,700	7,985
Total Expense	<u>\$ 320,909</u>	<u>\$ 335,540</u>	<u>\$ 363,115</u>	<u>\$ 363,115</u>	<u>\$ 447,821</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Weights & Measures**

**Business Unit 12540**

**PROGRAM MISSION**

The program educates, consults and inspects local businesses to ensure the delivery of full quantity and fair, equitable trade practices between the Appleton business community and the consumer.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Provide consumer protection through complaint investigation, measurement and weighing device testing, price scanning device testing, product check weighing and label verification.

Monitor business methods to prevent fraudulent advertising and trade practices.

Provide investigative services for the City Clerk's Office in licensing and regulating "going out of business" sales, commercial solicitors, salvage dealers and taxi cab/limousine service firms.

**Major Changes in Revenue, Expenditures or Programs:**

With the addition of Greenville to the Northeast Weights and Measures Consortium, revenue increased by \$5,798 without adding any additional staff.

After increasing the Weights and Measures License Fee schedule in 2023, operating expenses continued to be subsidized by general fund dollars. To reduce this gap, the Appleton Health Department developed a tiered strategy that will eliminate taxpayer subsidy of the program by fully funding statutorily mandated activity with program revenue. The first step in this plan is to increase the daily rate from \$446 to \$460 in 2024, and additional increases every other year thereafter.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Weights & Measures**

**Business Unit 12540**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
431200 Wts & Measures License	\$ 56,932	\$ 71,640	\$ 93,310	\$ 93,310	\$ 93,310
480100 General Charges for Svc	75,402	94,998	96,336	96,336	105,340
<b>Total Revenue</b>	<b>\$ 132,334</b>	<b>\$ 166,638</b>	<b>\$ 189,646</b>	<b>\$ 189,646</b>	<b>\$ 198,650</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 144,220	\$ 139,513	\$ 145,779	\$ 145,779	\$ 147,179
615000 Fringes	53,300	57,981	56,363	56,363	61,547
620100 Training/Conferences	409	375	700	700	700
620600 Parking Permits	1,260	1,260	1,440	1,440	1,440
630200 Subscriptions	10	-	-	-	-
630300 Memberships & Licenses	160	-	225	225	225
631603 Other Misc. Supplies	377	808	500	500	300
632700 Miscellaneous Equipment	1,172	622	800	800	800
641307 Telephone	91	87	100	100	90
641308 Cellular Phones	617	537	610	610	600
641800 Equipment Repairs & Maint.	-	-	-	-	200
642501 CEA Operations/Maint.	3,913	6,174	5,991	5,991	4,272
642502 CEA Depreciation/Replace.	6,282	5,824	6,543	6,543	6,543
<b>Total Expense</b>	<b>\$ 211,811</b>	<b>\$ 213,181</b>	<b>\$ 219,051</b>	<b>\$ 219,051</b>	<b>\$ 223,896</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

**Charges for Service - Nontax**

Charges for sealer's services	# of Days	Charge
@ \$460 per day		
Ashwaubenon	60	\$ 27,600
Berlin	13	5,980
Fox Crossing	10	4,600
Greenville	8	3,680
Kaukauna	21	9,660
Kimberly	6	2,760
Little Chute	17	7,820
Neenah	36	16,560
New London	18	8,280
Ripon	18	8,280
Waupaca	22	10,120
	<b>229</b>	<b>\$ 105,340</b>

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
Charges for Services						
422500 Health Grants & Aids	70	67	-	500	500	200
430500 Health License	168,338	182,976	11,479	195,200	195,200	349,865
431200 Weights & Measures License	56,933	71,640	6,940	93,310	93,310	93,310
480100 General Charges for Service	<u>75,570</u>	<u>95,333</u>	<u>37,466</u>	<u>96,586</u>	<u>96,586</u>	<u>109,340</u>
TOTAL PROGRAM REVENUES	300,911	350,016	55,885	385,596	385,596	552,715
Salaries						
610100 Regular Salaries	584,522	656,464	229,453	861,087	861,087	892,621
610500 Overtime Wages	1,213	243	209	-	-	-
610800 Part-Time Wages	2,810	4,002	4,587	23,952	23,952	24,182
611000 Other Compensation	520	520	395	-	-	-
611400 Sick Pay	1,175	-	-	-	-	-
611500 Vacation Pay	78,139	86,544	26,998	-	-	-
615000 Fringes	<u>241,376</u>	<u>277,461</u>	<u>92,238</u>	<u>292,837</u>	<u>292,837</u>	<u>316,582</u>
TOTAL PERSONNEL	909,755	1,025,234	353,880	1,177,876	1,177,876	1,233,385
Training~Travel						
620100 Training/Conferences	2,272	2,412	748	8,700	8,700	7,800
620200 Mileage Reimbursement	333	1,398	414	-	-	-
620600 Parking Permits	<u>6,720</u>	<u>6,720</u>	<u>-</u>	<u>7,680</u>	<u>7,680</u>	<u>8,640</u>
TOTAL TRAINING / TRAVEL	9,325	10,530	1,162	16,380	16,380	16,440
Supplies						
630100 Office Supplies	725	751	244	1,200	1,200	1,200
630200 Subscriptions	10	-	-	-	-	-
630300 Memberships & Licenses	1,865	1,903	820	2,555	2,555	3,417
630400 Postage/Freight	-	-	-	-	-	-
630500 Awards & Recognition	136	-	-	179	179	218
630700 Food & Provisions	-	242	-	239	239	290
631603 Other Misc. Supplies	390	2,147	215	2,300	2,300	2,100
632001 City Copy Charges	6,760	2,188	436	2,000	2,000	2,000
632002 Outside Printing	42	1,355	59	1,000	1,000	1,000
632400 Medical/Lab Supplies	6,469	7,385	-	7,500	7,500	7,400
632700 Miscellaneous Equipment	<u>1,455</u>	<u>898</u>	<u>327</u>	<u>1,000</u>	<u>1,000</u>	<u>1,250</u>
TOTAL SUPPLIES	17,852	16,869	2,101	17,973	17,973	18,875
Purchased Services						
640700 Solid Waste/Recycling Pickup	278	814	-	300	300	400
641200 Advertising	-	-	251	-	-	-
641307 Telephone	1,799	1,597	300	1,418	1,418	1,413
641308 Cellular Phones	7,850	7,205	1,020	6,099	6,099	5,353
641800 Equipment Repairs & Maint.	165	-	-	300	300	250
642501 CEA Operations/Maint.	6,753	8,826	2,185	13,073	13,073	9,493
642502 CEA Depreciation/Replace.	9,156	8,252	2,216	9,644	9,644	9,345
643000 Health Services	12,500	-	-	12,500	12,500	12,500
643100 Interpreter Services	1,487	9,527	1,006	14,200	14,200	10,200
643200 Lab Fees	<u>7,325</u>	<u>7,382</u>	<u>-</u>	<u>7,700</u>	<u>7,700</u>	<u>7,985</u>
TOTAL PURCHASED SVCS	47,313	43,603	6,978	65,234	65,234	56,939
TOTAL EXPENSE	<u>984,245</u>	<u>1,096,236</u>	<u>364,121</u>	<u>1,277,463</u>	<u>1,277,463</u>	<u>1,325,639</u>

**CITY OF APPLETON 2024 BUDGET**

**HEALTH GRANTS  
SPECIAL REVENUE FUNDS**

**Public Health Officer: Charles E. Sepers**

**Deputy Director of Public Health: Sonja R. Jensen**

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS  
HEALTH GRANTS**

**MISSION STATEMENT**

It is the mission of the Appleton Health Department to facilitate equitable community wellbeing through education, health promotion, and response to public health needs.

**DISCUSSION OF SIGNIFICANT 2023 EVENTS**

Maternal Child Health (MCH) Grant

Current focus areas include working with early childhood centers and other community worksites to support breastfeeding friendly policies and certifications. Other focus areas include networks of early childhood services addressing family support, child development, mental health, and injury prevention on a local level.

Prevention Grant

This grant will be used to support the department's efforts related to meeting its statutory requirement for completing the Community Health Improvement Plan.

Vaccine Improvement Plan Grant

These grant dollars support our goal of having more than 90% of Appleton children, aged 19-35 months, receive age-appropriate immunizations. This grant also supports the Northeast Wisconsin Immunization Coalition, a regional effort which strives to increase immunization rates in Northeast Wisconsin.

Centers for Disease Control and Prevention (CDC) Lead Poisoning Prevention Grant

Nursing staff works with families to minimize and prevent lead poisoning of children through follow-up of cases of elevated blood lead and prevention education.

COVID-19 Response Grants

These grants support the City's efforts to respond to the COVID-19 pandemic and to track expenditures and federal and State grant funds.

Bioterrorism/Public Health Preparedness Grant

This grant supports training to deal with the effects of bioterrorism and naturally occurring events such as a pandemic. The department's Public Health preparedness staff continued to provide technical and staff support to several communities including Marquette and Waushara counties and the City of Menasha. These are contracted agreements that benefit all communities for these shared services. Working together brings value through regional planning and response capacity.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS  
HEALTH GRANTS**

**MAJOR 2024 OBJECTIVES**

Maternal Child Health (MCH) Grant

Provide maternal and child health program services to Appleton residents.

Vaccine Improvement Plan Grant

Ensure that more than 90% of all two-year-olds served by the department will have completed their primary vaccine series.

CDC Lead Poisoning Prevention Program Grant

Reduce the incidence of childhood blood lead poisoning through intervention and education.

COVID-19 Response Grants

Support the City's efforts to respond to the COVID-19 pandemic and track expenditures and federal and State grant funds.

Bioterrorism/Public Health Preparedness Grant

Provide plan development and training opportunities for Public Health staff, key community leaders and first responders.

**DEPARTMENT BUDGET SUMMARY**

Programs		Actual		Budget			% Change *
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	
<b>Program Revenues</b>		\$ 780,293	\$ 454,961	\$ 642,879	\$ 642,879	\$ 650,517	1.19%
<b>Program Expenses</b>							
2710	MCH Grant	28,146	31,757	31,757	33,223	31,733	-0.08%
2730	Prevention Grant	9,579	6,628	6,628	6,628	6,627	-0.02%
2731	Communicable Disease	-	11,030	5,700	5,700	5,700	0.00%
2740	CDC Lead Grant	9,841	9,819	9,819	9,819	11,337	15.46%
2750	Vaccine Improvement	21,441	24,192	24,192	24,192	24,102	-0.37%
2770	COVID-19 Response	627,635	283,947	458,207	458,207	460,253	0.45%
2780	Bioterrorism Grant	83,652	89,489	106,576	106,576	110,765	3.93%
	Discontinued Programs	-	-	-	-	-	N/A
<b>TOTAL</b>		\$ 780,294	\$ 456,862	\$ 642,879	\$ 644,345	\$ 650,517	1.19%
<b>Expenses Comprised Of:</b>							
	Personnel	482,216	338,391	384,856	385,341	338,750	-11.98%
	Training & Travel	8,911	47,592	26,370	27,351	21,304	-19.21%
	Supplies & Materials	121,813	41,855	6,364	6,364	57,300	800.38%
	Purchased Services	167,354	29,024	225,289	225,289	183,163	-18.70%
	Transfers Out	-	-	-	-	50,000	N/A
<b>Full Time Equivalent Staff:</b>							
	Personnel allocated to programs	1.54	1.54	1.54	1.54	1.45	1.54%

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - MCH Grant**

**Business Unit 2710**

**PROGRAM MISSION**

The Maternal Child Health (MCH) grant program ensures universal access to MCH public health services for eligible Appleton residents.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Work with community partners to build an integrated system that promotes optimal physical, social, emotional, and developmental health of children, mothers, fathers and their families.

Participate in Outagamie County child death review teams and Fox Valley Safe Kids coalition to address prevention of injuries and death identified through reviews.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation of these services.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - MCH Grant**

**Business Unit 2710**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 28,146	\$ 31,757	\$ 31,757	\$ 31,757	\$ 31,733
Total Revenue	<u>\$ 28,146</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 31,733</u>
<b>Expenses</b>					
610100 Regular Salaries	\$ 13,821	\$ 6,910	\$ 7,069	\$ 7,069	\$ -
610800 Part-Time Wages	8,840	15,088	16,587	17,072	24,366
615000 Fringes	3,494	3,369	5,441	5,441	3,545
620100 Training/Conferences	-	813	2,660	3,641	1,774
632400 Medical/Lab Supplies	1,991	5,577	-	-	-
791100 Transfer Out - General Fund	-	-	-	-	2,048
Total Expense	<u>\$ 28,146</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 33,223</u>	<u>\$ 31,733</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Prevention Grant**

**Business Unit 2730**

**PROGRAM MISSION**

Provide accurate, meaningful public health data to the Board of Health and Common Council for effective needs assessment and program management and evaluation.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #1: "Responsibly deliver excellent services".

**Objectives:**

This grant supports the department expenses related to our Community Needs Assessment and Community Health Improvement Plan.

**Major Program Changes:**

No major changes.

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Prevention Grant**

**Business Unit 2730**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 9,579	\$ 6,628	\$ 6,628	\$ 6,628	\$ 6,627
Total Revenue	<u>\$ 9,579</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,627</u>
<b>Expenses</b>					
610100 Regular Salaries	\$ -	\$ 5,150	\$ 928	\$ 928	\$ 5,149
615000 Fringes	-	1,478	-	-	1,478
620100 Training/Conferences	3,252	-	5,700	5,700	-
630100 Office Supplies	714	-	-	-	-
631603 Other Misc. Supplies	5,613	-	-	-	-
Total Expense	<u>\$ 9,579</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,627</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Communicable Disease Grant**

**Business Unit 2731**

**PROGRAM MISSION**

Increase communicable disease awareness in the community along with practical prevention opportunities.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Ensure or increase capacity to respond to communicable disease events, including staff time, training, and the purchase of additional equipment.

**Major Program Changes:**

No major changes.

## CITY OF APPLETON 2024 BUDGET

### SPECIAL REVENUE FUNDS

**Health Grants - Communicable Disease Grant**

**Business Unit 2731**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ -	\$ 11,029	\$ 5,700	\$ 5,700	\$ 5,700
Total Revenue	<u>\$ -</u>	<u>\$ 11,029</u>	<u>\$ 5,700</u>	<u>\$ 5,700</u>	<u>\$ 5,700</u>
Expenses					
610100 Regular Salaries	\$ -	\$ -	\$ 4,746	\$ 4,746	\$ 4,746
610800 Part-Time Wages	-	9,823	-	954	-
615000 Fringes	-	133	954	-	954
620100 Training/Conferences	-	1,074	-	-	-
Total Expense	<u>\$ -</u>	<u>\$ 11,030</u>	<u>\$ 5,700</u>	<u>\$ 5,700</u>	<u>\$ 5,700</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - CDC Lead Grant**

**Business Unit 2740**

**PROGRAM MISSION**

Provide lead poisoning prevention services to high-risk children in the City of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

The Lead Poisoning Prevention Program is intended to:

Assure screening for elevated blood lead levels in children at risk for lead poisoning.

Decrease identified lead hazards in the environment.

Increase awareness of lead poisoning, prevention and control among community stakeholders.

Connect lead poisoned children and families to appropriate medical, housing and support services.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - CDC Lead Grant**

**Business Unit 2740**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 9,840	\$ 9,819	\$ 9,819	\$ 9,819	\$ 11,337
503500 Other Reimbursements	-	1,220	-	-	-
Total Revenue	<u>\$ 9,840</u>	<u>\$ 11,039</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 11,337</u>
Expenses					
610100 Regular Salaries	\$ 8,401	\$ 7,125	\$ 8,406	\$ 8,406	\$ 9,143
615000 Fringes	1,308	1,154	1,413	1,413	1,462
632400 Medical/Lab Supplies	132	1,540	-	-	-
791100 Transfer Out - General Fund	-	-	-	-	732
Total Expense	<u>\$ 9,841</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 11,337</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Vaccine Improvement Grant**

**Business Unit 2750**

**PROGRAM MISSION**

Provide immunization to children from the ages of 2 months to 18 years, without barriers, in order to prevent disease. In addition, these resources are used to provide outreach and education.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

The Department's immunization program is expected to administer vaccines primarily to children from 2 months through 18 years of age, and assist in developing the immunization infrastructure necessary to raise immunization levels and prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, haemophilus influenza B, varicella, rotavirus, hepatitis B, hepatitis A and bacterial meningitis.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - Vaccine Improvement Grant**

**Business Unit 2750**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 21,441	\$ 24,192	\$ 24,192	\$ 24,192	\$ 24,102
Total Revenue	<u>\$ 21,441</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,102</u>
Expenses					
610100 Regular Salaries	\$ 17,717	\$ 20,239	\$ 19,649	\$ 19,649	\$ 19,754
615000 Fringes	2,654	3,211	3,279	3,279	2,792
632400 Medical/Lab Supplies	1,070	742	1,264	1,264	-
791100 Transfer Out - General Fund	-	-	-	-	1,556
Total Expense	<u>\$ 21,441</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,102</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

# CITY OF APPLETON 2024 BUDGET

## SPECIAL REVENUE FUNDS

**Health Grants - COVID-19 Pandemic Response**

**Business Units 2773, 2774, 2775, 2776**

### PROGRAM MISSION

Coordinate the City's response to the COVID-19 pandemic, including supplies of personal protective equipment, sanitizers and sanitizing services, etc.

### PROGRAM NARRATIVE

#### Link to City Goals:

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

#### Objectives:

##### COVID-19 Response Grants

These federal and State grants support the City's efforts to respond to the COVID-19 pandemic and to track the related expenditures.

#### Major changes in Revenue, Expenditures or Programs:

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation of these.

COVID-19 Recovery funds will be used to replace aging computer hardware for all staff, as well as install technology (computer and audio/visual equipment) in both the 1st floor clinic space, that also services as a conference room and community meeting space for multiple departments, and the 5th floor conference room.

Software support increased due to implementation of an electronic medical record system. This will be a dramatic upgrade from the Health Department's paper record process. It will add efficiency to all interactions with resident clients, improving the level of service provided, and reducing the administrative time, per contact, committed by City staff. COVID-19 recovery funds are expected to purchase an initial license and setup for the system, as well as prepay for 3 years of service agreements.

COVID-19 Recovery funds continue to cover the Health Department remodel, including additional funding to cover the costs of remodeling the 5th floor conference room, which includes combining a storage closet with the existing room, as well as new furniture, lighting, carpet, and fixtures.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - COVID-19 Pandemic Response**

**Business Unit 2773, 2774, 2775, 2776**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 504,670	\$ 283,945	\$ 458,207	\$ 458,207	\$ 460,253
501000 Miscellaneous Revenue	18,130	-	-	-	-
503500 Other Reimbursements	104,835	-	-	-	-
<b>Total Revenue</b>	<b>\$ 627,635</b>	<b>\$ 283,945</b>	<b>\$ 458,207</b>	<b>\$ 458,207</b>	<b>\$ 460,253</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 137,029	\$ 121,450	\$ 175,505	\$ 175,505	\$ 129,850
610500 Overtime	15,369	-	-	-	-
610800 Part Time	169,739	28,993	-	-	-
615000 Fringes	32,699	28,098	35,324	35,324	25,767
620100 Training/Conferences	-	41,130	17,050	17,050	19,050
620500 Employee Recruitment	1,547	-	-	-	-
620600 Parking Permits	713	219	480	480	-
630100 Office Supplies	457	4,115	2,000	2,000	2,000
630300 Memberships & Licenses	-	464	50	50	2,250
631603 Other Misc. Supplies	94,299	7,801	-	-	2,000
632002 Outside Printing	15,479	-	1,000	1,000	1,000
632400 Medical/Lab Supplies	900	942	2,000	2,000	-
632700 Miscellaneous Equipment	265	22,214	-	-	50,000
641308 Cellular Phones	-	958	241	241	-
641400 Janitorial Service	2,898	-	-	-	-
642400 Software Support	187	120	-	-	47,004
642501 CEA Operations/Maint.	-	-	1,481	1,481	-
642502 CEA Depreciation/Replace.	-	-	776	776	-
643100 Interpreter Services	-	-	300	300	1,000
659900 Other Contracts	156,054	27,443	7,000	7,000	12,000
680300 Buildings	-	-	215,000	215,000	122,668
791100 Transfer Out - General Fund	-	-	-	-	45,664
<b>Total Expense</b>	<b>\$ 627,635</b>	<b>\$ 283,947</b>	<b>\$ 458,207</b>	<b>\$ 458,207</b>	<b>\$ 460,253</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Training/Conferences

National Association of County and City Health Officials	\$ 6,000
American Public Health Association	13,050
	<u>\$ 19,050</u>

Miscellaneous Equipment

Computer Replacement and other site and field technology needs	\$ 50,000
	<u>\$ 50,000</u>

Software Support

Patient Health Record	\$ 47,004
	<u>\$ 47,004</u>

Buildings

Health Department Interior Finishes and Furniture	\$ 122,668
	<u>\$ 122,668</u>

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Bioterrorism Grant**

**Business Unit 2780**

**PROGRAM MISSION**

Provide a regional approach to all hazard emergency preparedness. Appleton provides staff support to the NEW (Northeast Wisconsin) Public Health Preparedness Partnership, comprised of Appleton and four area health departments.

**PROGRAM NARRATIVE**

**Link to City Goals:**

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

**Objectives:**

Prepare and train for public health emergencies which may result from terrorist activity or naturally occurring events such as an influenza pandemic.

Prepare response plans which integrate and compliment local Emergency Operations Plans (EOP) or Emergency Support Functions (ESF).

Establish and maintain 24/7 response capacity.

Encourage and support a regional response to communicable disease prevention, response and recovery.

**Major changes in Revenue, Expenditures or Programs:**

No major changes.

## CITY OF APPLETON 2024 BUDGET

### SPECIAL REVENUE FUNDS

**Health Grants - Bioterrorism Grant**

**Business Unit 2780**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 82,757	\$ 80,688	\$ 88,576	\$ 88,576	\$ 92,765
490800 Misc Intergov Charges	275	5,683	18,000	18,000	18,000
503500 Other Reimbursements	620	-	-	-	-
Total Revenue	<u>\$ 83,652</u>	<u>\$ 86,371</u>	<u>\$ 106,576</u>	<u>\$ 106,576</u>	<u>\$ 110,765</u>
Expenses					
610100 Regular Salaries	\$ 57,406	\$ 69,789	\$ 85,389	\$ 85,389	\$ 87,860
615000 Fringes	13,738	16,381	20,166	20,166	21,884
620100 Training/Conferences	2,906	2,396	-	-	-
620600 Parking Permits	493	420	480	480	480
631603 Other Misc. Supplies	893	-	50	50	50
641307 Telephone	237	239	250	250	250
641308 Cellular Phones	312	264	241	241	241
642000 Facilities Charges	4,507	-	-	-	-
659900 Other Contracts	3,160	-	-	-	-
Total Expense	<u>\$ 83,652</u>	<u>\$ 89,489</u>	<u>\$ 106,576</u>	<u>\$ 106,576</u>	<u>\$ 110,765</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH GRANTS**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
<b>Program Revenues</b>						
422400 Misc. State Aids	-	-	-	-	-	-
422500 Health Grants & Aids	656,433	448,058	(66,198)	624,879	624,879	632,517
490800 Misc. Intergovernmental Charges	274	5,683	6,000	18,000	18,000	18,000
501000 Miscellaneous Revenue	18,131	-	-	-	-	-
503500 Other Reimbursements	<u>105,455</u>	<u>1,220</u>	-	-	-	-
<b>TOTAL PROGRAM REVENUES</b>	<b>780,293</b>	<b>454,961</b>	<b>(60,198)</b>	<b>642,879</b>	<b>642,879</b>	<b>650,517</b>
<b>Personnel</b>						
610100 Regular Salaries	220,650	216,820	54,398	301,692	301,692	256,502
610400 Call Time	-	-	-	-	-	-
610500 Overtime	15,369	-	-	-	-	-
610800 Part-Time Wages	178,589	53,904	9,985	17,541	18,026	24,366
611000 Other Compensation	-	-	-	-	-	-
611400 Sick Pay	-	-	-	-	-	-
611500 Vacation Pay	13,716	13,843	4,257	-	-	-
615000 Fringes	<u>53,892</u>	<u>53,824</u>	<u>15,084</u>	<u>65,623</u>	<u>65,623</u>	<u>57,882</u>
<b>TOTAL PERSONNEL</b>	<b>482,216</b>	<b>338,391</b>	<b>83,724</b>	<b>384,856</b>	<b>385,341</b>	<b>338,750</b>
<b>Training~Travel</b>						
620100 Training/Conferences	6,158	46,953	8,054	25,410	26,391	20,824
620200 Mileage Reimbursement	-	-	-	-	-	-
620500 Employee Recruitment	1,547	-	-	-	-	-
620600 Parking Permits	<u>1,206</u>	<u>639</u>	-	<u>960</u>	<u>960</u>	<u>480</u>
<b>TOTAL TRAINING / TRAVEL</b>	<b>8,911</b>	<b>47,592</b>	<b>8,054</b>	<b>26,370</b>	<b>27,351</b>	<b>21,304</b>
<b>Supplies</b>						
630100 Office Supplies	1,171	4,115	-	2,000	2,000	2,000
630300 Memberships & Licenses	-	464	20	50	50	2,250
630700 Food & Provisions	-	-	-	-	-	-
631603 Other Misc. Supplies	100,805	7,801	10	50	50	2,050
632001 City Copy Charges	-	-	-	-	-	-
632002 Outside Printing	15,479	-	-	1,000	1,000	1,000
632102 Protective Clothing	-	-	-	-	-	-
632400 Medical/Lab Supplies	4,093	7,261	809	3,264	3,264	-
632700 Miscellaneous Equipment	<u>265</u>	<u>22,214</u>	<u>15,692</u>	-	-	<u>50,000</u>
<b>TOTAL SUPPLIES</b>	<b>121,813</b>	<b>41,855</b>	<b>16,531</b>	<b>6,364</b>	<b>6,364</b>	<b>57,300</b>
<b>Purchased Services</b>						
640100 Accounting/Audit Fees	-	-	-	-	-	-
640201 Attorney Fees	-	-	-	-	-	-
640400 Consulting Services	-	-	-	-	-	-
641307 Telephone	237	239	52	250	250	250
641308 Cellular Phones	312	1,222	341	482	482	241
641400 Janitorial Service	-	-	-	-	-	-
641600 Building Repairs & Maint.	-	-	-	-	-	-
642000 Facilities Charges	7,404	-	-	-	-	122,668
642400 Software Support	187	120	468	-	-	47,004
642501 CEA Operations/Maint.	-	-	-	1,481	1,481	-
642502 CEA Depreciation/Replace.	-	-	-	776	776	-
643100 Interpreter Services	-	-	-	300	300	1,000
659900 Other Contracts/Obligations	159,214	27,443	10,193	7,000	7,000	12,000
680300 Buildings	-	-	-	<u>215,000</u>	<u>215,000</u>	-
<b>TOTAL PURCHASED SVCS</b>	<b>167,354</b>	<b>29,024</b>	<b>11,054</b>	<b>225,289</b>	<b>225,289</b>	<b>183,163</b>
<b>Transfers</b>						
791100 Transfer Out - General Fund	-	-	-	-	-	50,000
<b>TOTAL TRANSFERS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL EXPENSE</b>	<b><u>780,294</u></b>	<b><u>456,862</u></b>	<b><u>119,363</u></b>	<b><u>642,879</u></b>	<b><u>644,345</u></b>	<b><u>650,517</u></b>

**CITY OF APPLETON 2024 BUDGET**  
**HEALTH GRANTS**  
**SPECIAL REVENUE FUNDS**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)**

<b>Revenues</b>	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Intergovernmental	* \$ 656,433	\$ 448,058	\$ 624,879	\$ 624,879	\$ 632,517
Charges for Service	275	5,683	18,000	18,000	18,000
Miscellaneous Revenue	-	-	-	-	-
Other Reimbursements	123,586	1,220	-	-	-
Total Revenues	<u>780,294</u>	<u>454,961</u>	<u>642,879</u>	<u>642,879</u>	<u>650,517</u>
<b>Expenses</b>					
Program Costs	780,294	456,862	642,879	644,345	650,517
Total Expenses	<u>780,294</u>	<u>456,862</u>	<u>642,879</u>	<u>644,345</u>	<u>650,517</u>
Revenues over (under) Expenses	-	(1,901)	-	(1,466)	-
Fund Balance - Beginning	<u>52,799</u>	<u>52,799</u>	<u>50,898</u>	<u>50,898</u>	<u>49,432</u>
Fund Balance - Ending	<u>\$ 52,799</u>	<u>\$ 50,898</u>	<u>\$ 50,898</u>	<u>\$ 49,432</u>	<u>\$ 49,432</u>





# MEMORANDUM

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TO: Community and Economic Development Committee (CEDC)

FROM: Kara Homan, AICP Director of Community & Economic Development

DATE: December 13, 2023

RE: Resolution of Support to allow Fox Commons Properties, LLC to pursue WEDC CDI Grants to develop “Fox Den” Public Market

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Dark Horse Development and Boldt Holdings (Developers)/Fox Commons Properties, LLC (Owner/Applicant) is requesting the City provide a resolution of support (attached) for their Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant Application. An overview of the WEDC CDI Grant program is attached to this memo.

The developer is pursuing CDI grant funding to support enhancements to the central atrium of the “Fox Commons”; and to develop a public market, termed “Fox Den” on level one of “Fox Commons.” An overview of their CDI Grant proposal and a conceptual diagram of “Fox Den” are attached.

In the past, the WEDC required the municipality to serve as the grant applicant, and ‘pass thru’ grant funding to the private developer. Recently, the WEDC shifted their grant process, allowing the private developer to be the applicant, so long as resolution of support from the municipality is provided. Under the new model, there is no administrative burden nor fiscal impact to the City of Appleton.

We have determined the proposal aligns with both the College North Neighborhood Plan, as well as the City’s Comprehensive Plan recommendations, as follows:

“Enhancing the City Center Plaza is seen as an opportunity to support a more livable downtown. Incorporating a public market into the existing plaza... is seen as an opportunity to help activate the space and provide additional services to the growing number of downtown residents.”

- *Appleton Comprehensive Plan pg 292*

“The conceptual vision involves increasing the transparency of the structure to promote the visual connectivity to the street and to permit the activity to “spill out” to the streets and engage pedestrians. The planning process identified strong support for a public market concept, which would create another year-round attraction in the heart of downtown.”

- *Appleton Comprehensive Plan pg 317*

**“Development Concept #28. City Center Plaza.** Addressed by the City’s Downtown Plan, the City Center is a key feature of the downtown redevelopment framework in the creation of a linear pedestrian friendly corridor more prominently linking the library and College Ave.

Adaptive enhancements should include:

- Remodeling the interior space to direct people between College Avenue and the Public Library.”

*-College North Neighborhood Plan pg 38*

**Staff Recommendation:**

The Resolution of Support for the Dark Horse Development/Fox Commons Properties, LLC WEDC CDI grant application **BE APPROVED**.

Attachments:

Resolution of Support

Fox Den Project Overview

Fox Preliminary Design Concept

WEDC CDI Grant Overview

**Resolution No. 2023-05**

**SUPPORT AND AUTHORIZE THE SUBMITTAL OF A COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) BY FOX COMMONS PROPERTIES, LLC**

**WHEREAS**, the Wisconsin Economic Development Corporation (WEDC) provides Community Development Investment (CDI) Grants in support of urban, small city, and rural community shovel-ready projects with an emphasis on downtown community-driven efforts; and

**WHEREAS**, as part of the grant process, the applicant must receive authorization from their municipality's governing body to submit an application to the CDI Grant program; and

**WHEREAS**, Dark Horse Development and Boldt Holdings (developers)/Fox Commons Properties, LLC (applicant/owner) has recently purchased 10 W. College Avenue, Appleton, Wisconsin; and

**WHEREAS**, it is the desire of the applicant to pursue CDI Grant monies for the renovation of this property to include enhancements to the central atrium and development of "Fox Den", a public market; and

**WHEREAS**, the applicant is already working in partnership with the City of Appleton as part of an existing Development Agreement related to the overall redevelopment of the former City Center Plaza/Avenue Mall into "Fox Commons".

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Appleton that as the governing body of the City of Appleton, they do hereby support and authorize the submittal of a CDI Grant application to the WEDC by Fox Commons Properties, LLC for the property located at 10 W. College Avenue, Appleton, Wisconsin.

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby authorized and directed to assist with the grant process as deemed necessary by the WEDC.

Adopted this \_\_\_\_\_ day of December 2023.

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Jacob A. Woodford, Mayor

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Attest: Kami Lynch, City Clerk

11/20/23

**Community & Economic Development Dept.**

100 N. Appleton St, Appleton, WI 54911

Dear Community & Economic Development Dept.,

Below is the executive summary for the Fox Commons development, for the CDI Grant Letter of Resolution request.

Dark Horse Development and Boldt are redeveloping Appleton's City Center Plaza into a community-centric space, renamed Fox Commons. Encompassing 185,000 square feet, this urban mixed-use space will host a variety of tenants, including student housing, educational centers, retail, as well as commercial and medical establishments.

A cornerstone to Fox Commons is the proposed Fox Den—a 10,000+ sqft public market, focusing on wholesome food choices and local, micro-retail shops. Located on the first floor of Fox Commons, Fox Den will be a melting pot of diverse vendors and skilled food artisans, providing visitors with a variety of meals and shopping adventures. With designated activity areas, Fox Den promises family-friendly entertainment, such as bag toss, live shows, trivia games, and movie evenings.

Plans for Fox Commons include a revitalization of the central atrium. This redesign will integrate a community stage, public seating areas, and aim to create an inviting atmosphere. It seeks to connect Appleton's main street with the College North Neighborhood development, replacing existing escalators with a pedestrian thoroughfare. This will link the new library and diverse housing options directly to Appleton's downtown and the Fox Den, enhancing connectivity and walkability in the downtown area, thereby stimulating further economic growth.

"The atrium design will allow for a critical connection point between the North College Neighborhood that will soon be home to a newly redeveloped library, an updated city transit center, and several mixed-use residential and commercial developments with the core of the College Ave business district. This important connectivity will help to promote increased use of the transit and greater accessibility for downtown residents, employees, and guests."

-Appleton Downtown Inc.

The transformation of Fox Commons is bolstered by strong public and private partnerships. It aligns with the city's developmental strategies, including the Appleton Comprehensive Plan and the College North Neighborhood Plan, and has garnered substantial community support.

"On behalf of the Fox Cities Chamber, we write to express our support for the grant application submitted by Dark Horse Development and Boldt in support of the Fox Commons Public Market and Atrium expansion project. Dark Horse and Boldt are redeveloping Appleton's City Center Plaza, to transform the 185,000 square foot building into Fox Commons, a vibrant urban mixed-use space. Fox Commons will encompass student housing and educational centers, retail, as well as commercial and medical facilities."

-Fox Valley Chamber of Commerce

Dark Horse and Boldt are seeking the support of the Community Development Incentive Grant, to aid in the creation of the Fox Den and the central atrium. The financial backing sought will facilitate the integration of superior quality finishings, thereby enhancing the ambiance and overall experience within the central atrium and the adjoining Fox Den food hall. This funding will also mitigate the financial strain resulting from reduced rental income, a direct

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consequence of dedicating larger spaces for public use. The viability of this venture is dependent on the support from the CDI Grant, without which it would not be financially sustainable.

Warm regards,

A handwritten signature in black ink, appearing to read 'Samuel Schmidt', written in a cursive style.

**Samuel Schmidt**

VP BUSINESS DEVELOPMENT, DARK HORSE DEVELOPMENT



# COMMUNITY DEVELOPMENT INVESTMENT GRANT

## BUILDING VIBRANT COMMUNITIES IN WISCONSIN

The Wisconsin Economic Development Corporation's (WEDC's) **Community Development Investment (CDI) Grant Program** helps transform communities by funding projects that mobilize people and resources to inspire positive and substantive local development.

### How it works

The CDI Grant Program will support urban, small city, and rural community (re)development efforts by providing financial incentives for catalytic shovel-ready projects with emphasis on, but not limited to, community-driven commercial corridor efforts. The maximum grant amount is generally \$250,000. Grant recipients must provide a minimum 3:1 matching investment in project costs; projects located in a designated economically distressed community, a Development Opportunity Zone, or a rural community must provide a minimum 1:1 matching investment. Additionally, a project where a key component is to provide child care services or expand housing availability may also be approved by WEDC to provide 1:1 matching funds.

### Eligibility requirements

Grant recipients must demonstrate significant, measurable benefits in job opportunities, property values, and/or leveraged investment by local and private partners in at least one of the following efforts:

- Development of a significant destination attraction
- Rehabilitation and reuse of an underutilized or landmark building
- Infill development
- Historic preservation
- Infrastructure efforts providing substantial benefits to downtown residents/property owners
- Mixed-use development

### Eligible activities

CDI Grant funds may be used for the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure improvements

## LEARN MORE

For more information about becoming eligible for the Community Development Investment Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at [wedc.org/regional](http://wedc.org/regional).



# MEMORANDUM

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TO: Alder Fenton, CEDC Committee Chair  
Alder Hartzheim, HR/IT Committee Chair

FROM: Kara Homan, AICP, Director of Community & Economic Development  
Matt Tooke, City Assessor

DATE: December 5, 2023

RE: Request to Over hire Real Estate Property Lister Position

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**Background/Overview:**

Karen Pietila, our current Real Estate Property Lister, has tendered her retirement notice effective January 26, 2024. Karen is the only person within the city that performs work in this functional area. To adequately prepare her replacement to fill the duties required of this position, we are requesting to over hire. Ideally, we are aiming to have this person selected and prepared to start as early as January 2<sup>nd</sup>, 2024.

The Real Estate Property Lister position is a critical position to ensure accurate property/ownership records, which is needed for accurate assessments and tax/utility bills. Timely & accurate completion of work related to this function is necessary and ties into various other functions of the city.

The funds for this over hire would be from salary savings due to a targeted “earliest” start date for the new Code Compliance Inspector of January 29, 2024. Given both the Real Estate Property Lister position, and the Code Compliance Inspector position are Grade 5, 1 month’s cost for both positions are estimated to be nearly the same.

**Fiscal Impact:** This proposal is budget NEUTRAL.

**Staff Request:**

CED and HR staff request approval of the proposed request to over hire the Real Estate Property Lister Position.