



City of Appleton

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

Meeting Agenda - Final Appleton Redevelopment Authority

Wednesday, June 14, 2023

9:00 AM

Council Chambers, 6th Floor

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

[23-0640](#) ARA Minutes from 4-12-23

Attachments: [ARA Minutes 4-12-23.pdf](#)

5. Public Hearing/Appearances

6. Action Items

[23-0641](#) Request to release the historic Development Agreement dated June 1, 1985 for the property located at 10 E. College Avenue (Tax Id #31-2-0290-01) in Tax Increment Financing District No. 11

Attachments: [FoxCommons RequestReleaseofHistoricDevelopAgreement RedevPlan Mem Release of Development Agreement \(MBF 6.5.23\) - 35110934.1.pdf](#)
[Exception 10a - Development Agreement.pdf](#)

[23-0642](#) Request to release the Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983

Attachments: [FoxCommons RequestReleaseofHistoricDevelopAgreement RedevPlan Mem Release of Redevelopment Plan \(MBF 6.5.23\) - 35111626.1.pdf](#)
[Exception 10b - Certification of Redevelopment Plan.pdf](#)

[23-0643](#) Elect Chair

[23-0644](#) Elect Vice Chair

[23-0645](#) Set Meeting Date and Time

[23-0646](#) Designate Contact Person

7. Information Items**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.

**We are currently experiencing intermittent issues/outages with our audio/video equipment. Meeting live streams and recordings are operational but unreliable at times. This is due to delays in receiving necessary system hardware components. We continue to look for solutions in the interim and we hope to have these issues resolved soon.*



City of Appleton

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

Meeting Minutes - Final Appleton Redevelopment Authority

Wednesday, April 12, 2023

9:00 AM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 9:03 a.m.

2. Roll call of membership

Present: 4 - Downs, Van Dyke, Brokl and Higgins

Excused: 3 - Fisher, Stuck and Alderperson Firkus

3. Approval of minutes from previous meeting

[23-0317](#)

ARA Minutes from 11-17-22

Attachments: [ARA Minutes 11-17-22.pdf](#)

Brokl moved, seconded by Van Dyke, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

Aye: 4 - Downs, Van Dyke, Brokl and Higgins

Excused: 3 - Fisher, Stuck and Alderperson Firkus

4. Public Hearings/Appearances

5. Action Items

[23-0318](#)

Request to consider Amendment to the Organization and Establishment of Exhibition Center Advisory Committee of the Appleton Redevelopment Authority Creation Document relating to membership terms

Attachments: [ARA FCEC Advisory Bylaw Revision Memo 4-12-23.pdf](#)

[ARA FCEC Advisory Committee Creation Document-Proposed Edits.pdf](#)

This approval removes the limit on the number of terms for members and will allow the decision of when to replace a member to be deferred to the appointing community/entity.

Higgins moved, seconded by Brokl, that the Report Action Item be approved.

Roll Call. Motion carried by the following vote:

Aye: 4 - Downs, Van Dyke, Brokl and Higgins

Excused: 3 - Fisher, Stuck and Alderperson Firkus

[23-0319](#)

Request to approve one (1) vacated Hotelier Appointment and one (1) Community Member Re-Appointment to the ARA Exhibition Center Advisory Committee

Attachments: [ARA FCEC Adv Com Vacant Hotelier Appt + Comm Member Re-Appt Memo.pdf](#)
[ARA Exhibition Center Advisory Committee 2016 Appointments-Apr 2023.pdf](#)

Van Dyke moved, seconded by Higgins, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 4 - Downs, Van Dyke, Brokl and Higgins

Excused: 3 - Fisher, Stuck and Alderperson Firkus

6. Information Items

[23-0320](#)

Introduction of Kara Homan, Director of Community & Economic Development and David Kress, Deputy Director of Community & Economic Development

Director Kara Homan and Deputy Director David Kress were introduced.

[23-0321](#)

Update on 222 N. Oneida Street

Attachments: [222 N Oneida Sale to Valley Transit Update Memo 4-12-23.pdf](#)
[Detailed Site Map 222 N Oneida.pdf](#)

This item was presented and discussed.

[23-0322](#)

Update on City-wide ARA Business Enhancement Grants

Attachments: [ARA Business Enhancement Grant Update Memo 4-12-23.pdf](#)

This item was presented and discussed.

7. Adjournment

Higgins moved, seconded by Van Dyke, that the meeting be adjourned at 9:25 a.m. Roll Call. Motion carried by the following vote:

Aye: 4 - Downs, Van Dyke, Brokl and Higgins

Excused: 3 - Fisher, Stuck and Alderperson Firkus



MEMORANDUM

TO: Appleton Redevelopment Authority (ARA)

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

DATE: June 8, 2023

RE: Request to Release Historic Development Agreement for 10 E. College Avenue and the Plan for Appleton Redevelopment Project No. 11

The City of Appleton (independent of the Appleton Redevelopment Authority) has negotiated, and recently approved, a development agreement with Fox Commons Properties, LLC for the redevelopment of the City Center Plaza Mall Complex. The original development of the mall site was a partnership between the City of Appleton, ARA, and the original developer in the mid-1980s. That project was completed, and to the best of our knowledge, all legal obligations for the original development agreement and plans fulfilled. More details on the new proposed City-supported redevelopment project (including staff memos providing an overview of the project, the development agreement, and related materials) can be found at the June 7, 2023 Common Council's agenda packet [HERE](#).

As part of due diligence related to the pending real estate transaction, the title company and legal counsel for the Developer identified several historic items needing to be resolved prior to closing. After review with the City Attorney's office, two items are being advanced for legislative approval - one requiring action by both the Appleton Common Council and Appleton Redevelopment Authority (ARA); the other just by the Redevelopment Authority. These include the following:

1. Releasing an existing Development Agreement dated June 1, 1985 (attached) – *This was approved by the Appleton Common Council on June 7, 2023.*
2. Releasing a Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983

Staff Recommendation:

APPROVE authorizing the execution of the following:

1. Release of the historic Development Agreement dated June 1, 1985 (attached)
2. Release the Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983 (attached)

Cc: Chris Behrens, City Attorney

Att: Release of Development Agreement
Historic Development Agreement, Dated June 1, 1985
Release of Redevelopment Plan
Historic Plan for Appleton Redevelopment Project No. 11, Dated May 4, 1983

**RELEASE OF
DEVELOPMENT
AGREEMENT**

Document Number

Document Title

Recording Area

Drafted by, and after recording return to:

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

Parcel Identification Number (PIN):
Part of 312029001

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

RELEASE OF DEVELOPMENT AGREEMENT

THIS RELEASE OF DEVELOPMENT AGREEMENT (“Release”) is made as of _____, 2023 (the “Effective Date”), by and among the **CITY OF APPLETON, WISCONSIN**, a Political Subdivision of the State of Wisconsin (the “City”), the **REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON**, an authority created by the City pursuant to Section 66.431 of the Wisconsin Statutes (the “Redevelopment Authority”), and **TAM, LLC**, a Wisconsin limited liability company (“TAM”).

RECITALS:

WHEREAS, TAM is the successor owner of certain real property and improvements located in the City of Appleton, County of Outagamie, Wisconsin, as more particularly described in **Exhibit A** (the “Property”), attached hereto and incorporated herein.

WHEREAS, the Property is encumbered by and subject to that certain Development Agreement (Restated) entered into as of June 1, 1985 by and among the City, the Redevelopment Authority, Avenue Development, Inc., a Wisconsin nonstock corporation, and Center Development Venture, a Minnesota general partnership, recorded in the Outagamie Register’s Office on July 9, 1985 in Jacket 5526 Image 22 to Jacket 5527 Image 8, as may be amended (the “Development Agreement”).

WHEREAS, the City, the Redevelopment Authority and TAM desire to release the Property from the Development Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Release**. The Property is hereby released from the Development Agreement (including, without limitation, all amendments thereto and memoranda for recording thereof), and the Development Agreement is hereby rendered null and void and of no further force or effect for any and all purposes.
2. **Governing Law**. This Release shall be governed by and constructed according to the laws of the State of Wisconsin.
3. **Counterparts**. This Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.
4. **Successors and Assigns**. This Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns as to the Property.
5. **Entire Agreement**. The Recitals of this Release are incorporated herein by reference and made part hereof. This Release, together with all exhibits attached hereto, constitutes the entire

agreement between the City, the Redevelopment Authority and TAM respecting its subject matter, and supersedes any and all oral or written agreements.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the Effective Date.

CITY OF APPLETON, WISCONSIN

By: _____

Name: Jake Woodford

Its: Mayor

By: _____

Name: Kami Lynch

Its: Clerk

STATE OF WISCONSIN)
) SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2023, the above-named Jake Woodford and Kami Lynch, on behalf of the City of Appleton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities on behalf of the City of Appleton, Wisconsin.

By: _____

Name Printed: _____

Notary Public, State of Wisconsin

My Commission Expires: _____

**REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON**

By: _____
Name: Marissa Downs
Its: Chair

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2023, the above-named Marissa Downs and _____, on behalf of the Redevelopment Authority of the City of Appleton, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same on behalf of the Redevelopment Authority of the City of Appleton.

By: _____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

TAM, LLC

By: _____

Name: _____

Its: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me on _____, 2023, the above-named _____, on behalf of TAM, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same on behalf of TAM, LLC.

By: _____

Name Printed: _____

Notary Public, State of Wisconsin

My Commission Expires: _____

EXHIBIT A

THE PROPERTY

Commencing at the SE cor. Blk. 28, Appleton Plat, thence West 207.26 ft. to the point of beginning; thence North 178.17 ft. more or less to the North line of an alley, thence East 17.87 ft. to the West wall of Gimbels, thence North 57.0 ft. to a point 97.17 ft. South of the North line of Block 28, Appleton Plat, thence West parallel to said North line 176.26 ft. to the West line of Block 28, Appleton Plat, thence South 83.17 ft. along said west line to the south line of an alley, thence Westerly 60 ft. to the East line of Block 27, Appleton Plat, at a point 140 ft. North of the SE corner of said Block, thence West parallel to the South line of said Block 187.04 ft. to the East wall of Pranges, thence South 140 ft. to the South line of Block 27, Appleton Plat, being the North line of College Avenue, thence East along said North line 372.12 ft. to the point of beginning, City of Appleton, Outagamie County, Wisconsin, except and excluding the West 40 ft. of the South 80.45 ft. of Lot 6, Block 28, Appleton Plat, also known as Lot 1, CSM Vol. 2, page 299, City of Appleton.

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON

JUL 9 1985

Jacket 5526 Image 22 to

AT 9 O'CLOCK AM

JACKET 5527 IMAGE 8

Trace Herb du
REGISTER OF DEEDS

*11 pt 169 ✓
14 pt 388 ✓*

66.00

DEVELOPMENT AGREEMENT

(RESTATED)

Dated as of June 1, 1985

Among

City of Appleton, Wisconsin
Redevelopment Authority of the City of Appleton
Avenue Development, Inc.
Center Development Venture

Return to - William A. Brehm, Jr.
Executive Director
Appleton Redevelopment Authority
P.O. Box 1857
200 N. Appleton, Street
Appleton, WI 54913-1857

5526922

DEVELOPMENT AGREEMENT

This Agreement is entered into as of June 1, 1985, by and among the City of Appleton, Wisconsin, a political subdivision of the State of Wisconsin (the "City"), the Redevelopment Authority of the City of Appleton, an authority created by the City pursuant to Section 66.431 of the Wisconsin Statutes (the "Redevelopment Authority"), Avenue Development, Inc., a Wisconsin nonstock corporation (the "Development Corporation") and Center Development Venture, a Minnesota general partnership ("Center Development").

ARTICLE I

INTRODUCTION

Section 1.01 Purpose of Agreement. After months of discussion, the parties have revised their agreements on a plan for the development of a first class, retail shopping and commercial center to be located in downtown Appleton, Wisconsin and known as "The Avenue". The development is to be pursuant to and in furtherance of Appleton Redevelopment Project No. 11 (the "Redevelopment Plan") adopted by the City's Common Council on May 4, 1983. The purpose of this Agreement is to record the understandings and undertakings of the parties and to provide a framework within which the development may proceed. This Agreement replaces the Development Agreement, dated as of March 1, 1984, among the City, the Redevelopment Authority and the Development Corporation. Said March 1, 1984 agreement is hereby terminated.

Section 1.02 Description of Development. The Avenue will extend from the existing Prange department store to the existing Gimbels department store on the site described in Exhibit A hereto (the "Development Site"). The portions of The Avenue to be developed pursuant to this Agreement (hereinafter collectively referred to as the "Development") include (i) an enclosed, climate-controlled, three level shopping mall of approximately 150,000 gross square feet and approximately 117,000 leaseable square feet located between the two department stores on the Development Site, and (ii) the fourth, fifth and sixth floors of the Prange department store (the "Prange Tenant Space"). A site plan and schematic drawings for the Development (the "Preliminary Plans") are contained in Exhibit B hereto, and the budget for the Development together with the contemplated sources of funding are contained in Exhibit C hereto.

Section 1.03 Formation of The Avenue Company Limited Partnership. The Development Corporation and Center Development shall form a Wisconsin limited partnership named The Avenue Company Limited Partnership ("The Avenue Company") to construct, own and operate the Development in accordance with this Agreement. The Development Corporation and Center Development shall be the general partners of The Avenue Company and shall have responsibility for its management. The Development Corporation and Center Development shall arrange for equity interests in The Avenue Company from such sources and in such amounts and proportions as they deem appropriate in the circumstances to achieve a successful development of The Avenue.

Section 1.04 Tax Status of the Development Corporation.

The Development Corporation shall use its best efforts to qualify as a nonprofit corporation under Section 501(c) of the Internal Revenue Code.

ARTICLE II

PRE-FINANCING ACTIVITIES

Section 2.01 Certified Survey. On or before June 15, 1985, the Redevelopment Authority shall furnish a certified survey of the Development Site providing an accurate legal description thereof showing the locations of all easements and licenses of record and the exterior walls of the Prange, Gimbels, Valley Housing Associates and Burger King buildings.

Section 2.02 Approval of Preliminary Plans. The parties hereby approve the Preliminary Plans.

Section 2.03 Anchor Department Store Commitments. The Development Corporation has obtained letters of intent from the owners of the Prange and Gimbels department stores to the effect that such stores will be operated for at least 10 years. On or before September 1, 1985, the Development Corporation shall arrange for such operating and reciprocal easement or license agreements with the owners of the Prange and Gimbels department stores and any other affected property owners as shall be customary or necessary to facilitate the construction and operation of the Development and the connection of the Development to the affected buildings. Such arrangements shall include

written commitments from the Prange and Gimbels store owners to operate at least 65,000 and 120,000 square feet, respectively, of such stores as first class retail department stores for at least 10 years following the opening of The Avenue. On or before September 1, 1985, the Development Corporation shall obtain a written commitment from the owner of the Prange department store to lease the Prange Tenant Space to The Avenue Company for a term and at a rental acceptable to the Development Corporation.

Section 2.04 Provisions of Public Parking. The City agrees that there will be an adequate amount of hourly rate public parking immediately adjacent to the Development Site throughout the Initial and Renewal Terms of the Ground Lease referred to in Section 3.02. Unless The Avenue Company shall agree otherwise, at least 1000 spaces of public parking shall be available on the sites of the existing Gimbels and Prange parking structures adjacent to the Development Site. On or before July 15, 1985, the Development Corporation shall obtain an option (transferable to the City) to purchase the existing Prange parking structure at any time prior to July 1, 1986, at a price acceptable to the City. The Development Corporation shall transfer the option to the City, and, subject to the requirements of applicable law, the City shall exercise the option and close the purchase of the Prange parking structure on or prior to the date of the commitments from owners of the Prange and Gimbels stores as described in Section 2.03.

Section 2.05 Letter of Credit. The Development Corporation has provided the Redevelopment Authority with irrevocable, standby letters of credit in the aggregate amount of \$1,000,000 (the "Letter of Credit") issued by commercial banks acceptable to the Redevelopment Authority. The Letter of Credit provides for payment to the Redevelopment Authority in the event of a default by the Development Corporation as described in Section 6.05. The Development Corporation shall maintain the Letter of Credit in force until the financings described in Article III have been completed and the construction contract described in Section 5.02 has been entered into.

Section 2.06 Preleasing of Development. The Redevelopment Authority and the City confirm that the Development Corporation and Center Development have provided the Redevelopment Authority with evidence that at least 25% of the leasable square feet of the Development have been "preleased" to financially responsible tenants.

Section 2.07 Development Site Acquisition. The Redevelopment Authority represents that it has acquired all of the Development Site except the Burger King and Valley Housing Associates parcels.

Section 2.08 Relocation of Owners and Tenants of Development Site. The Redevelopment Authority represents that it has carried out a plan for the relocation of the owners and tenants of the Development Site in accordance with the Redevelopment Plan and applicable law.

Section 2.09 Demolition and Site Preparation. Prior to October 1, 1985, the Redevelopment Authority shall provide for and complete the demolition and removal from the Development Site of all buildings, structures, basement walls, floors, foundations, pavements, rubbish and debris (except for the Burger King and Valley Housing Associates buildings) in accordance with the Preliminary Plans and shall bring the Development Site to grade with engineered fill.

Section 2.10 Utilities. Prior to October 1, 1985, the Redevelopment Authority shall complete the relocation of sewer and water utilities in accordance with the Preliminary Plans.

Section 2.11 Vacation of Oneida Street and Alley. Prior to October 1, 1985, to the extent permitted by applicable law and procedure, the City shall close to traffic and vacate in accordance with the Preliminary Plans (i) that portion of Oneida Street extending from College Avenue approximately one-half block north and (ii) the alley extending from Oneida Street east to Gimbels department store, subject in both cases to existing utility easements.

Section 2.12 Dedication of New Alley. Prior to December 1, 1986, the City shall agree, contingent upon substantial completion of The Avenue, to accept a dedication of a new alley to be located east of Oneida Street to the Gimbels department store as shown in the Preliminary Plans. The capital cost

of constructing the alley shall be a cost of the Development borne by The Avenue Company.

Section 2.13 Traffic Regulation Changes. The City represents that, in accordance with the Preliminary Plans, it has made the changes necessary to reroute northbound traffic in the vicinity of the Development from Oneida Street one block east to Morrison Street.

Section 2.14 Zoning. The Redevelopment Authority represents that the Development Site is properly zoned for the operation of The Avenue and is not located within a floodplain or an earthquake zone.

Section 2.15 Access to Development Site. To the extent they are lawfully able to do, the City and the Redevelopment Authority shall provide the Development Corporation and Center Development and their agents such access to the Development Site as is reasonably necessary for the Development Corporation and Center Development to perform their respective obligations under this Agreement.

ARTICLE III

FINANCING

Section 3.01 Funding for Performance of Redevelopment Authority Obligations. To the extent and in a manner permitted by law, the City intends to provide the Redevelopment Authority with sufficient funds to enable the Redevelopment Authority to perform its obligations under this Agreement. In June, 1984, the

City issued \$12,750,000 of general obligation bonds, \$4,175,000 of which, together with the earnings from the temporary investment thereof, were designated for contribution to the Redevelopment Authority for such purpose. In consideration thereof, the Redevelopment Authority shall pay to the City all net rents (and purchase price in the case of the exercise of the option to purchase) received by the Redevelopment Authority under the terms of the Basic Ground Lease described in Section 3.02.

Section 3.02 Basic Ground Lease. The Redevelopment Authority shall lease the Development Site to The Avenue Company under a recordable lease instrument (the "Basic Ground Lease") containing provisions not inconsistent with the following:

Initial Term:

Commencing at closing of the first mortgage financing described in Section 3.04 and continuing until the twentieth annual anniversary of the opening of The Avenue.

Renewal Terms:

The Basic Ground Lease may be renewed at the option of the lessee for any or all of four consecutive five-year renewal terms.

Rent:

During the Initial Term, the lessee shall pay a fixed periodic rent (commencing upon the opening of The Avenue for business) equal to the

greater of \$150,000 per year or the fair market rental value of the Development Site as determined by mutually acceptable independent appraisal prior to the commencement of the Initial Term. The fixed periodic rent during each Renewal Term shall be determined by mutually acceptable independent appraisal prior to the commencement of such Renewal Term.

Taxes:

The lessee shall pay all lawful property taxes and assessments with respect to the Development Site and the Development.

Default:

In the event the lessee shall default in the performance of the terms and conditions of the Basic Ground Lease and such default shall continue uncured for 90 days after receipt of notice of default, the Redevelopment Authority may proceed to exercise any remedy available at law, in equity or under the terms of the Basic Ground Lease.

Subordination:

The Redevelopment Authority shall subordinate its interest in the Development Site or join in the mortgage thereof to the extent necessary to permit The Avenue Company to obtain the first mortgage financing described in Section 3.04.

Option to Purchase:

The lessee may purchase the leased premises any time during the Initial Term or any Renewal Term of the Basic Ground Lease at a price equal to the fair market value of the Development Site as determined by an independent appraiser acceptable to the lessee and the Redevelopment Authority.

Section 3.03. Land Previously Contributed to Development Corporation. The Redevelopment Authority previously contributed a portion of the Development Site land to the Development Corporation in return for the Development Corporation's assistance in carrying out the Redevelopment Plan. At the time of the closing of the first mortgage financing described in Section 3.04, the Development Corporation shall reconvey such land to the Redevelopment Authority, free and clear of all liens and encumbrances other than those existing at the time of the original transfer from the Redevelopment Authority to the Development Corporation.

Section 3.04 First Mortgage Financing. The Development Corporation shall obtain for The Avenue Company a firm commitment for first mortgage financing in the amount of at least \$8,000,000. The first mortgage financing may be a combination of construction and permanent financing, but considered together shall provide for a term of not less than seven years from date of incurrence on an amortization schedule of at least 20 years. The City and the Redevelopment Authority agree that, to the extent permitted by law, they will make industrial development revenue bond financing available to The Avenue Company for all or any part of its construction financing requirements if The Avenue Company shall have evidenced to the satisfaction of the City or the Redevelopment Authority, as the case may be, that The Avenue Company has obtained a take-out commitment for permanent mortgage financing.

Section 3.05 Sale of Limited Partnership Interests and Subordinated Debentures. The Development Corporation shall arrange for the sale of sufficient limited partnership interests in The Avenue Company and a sufficient number of subordinated debt securities to provide at least \$1,800,000 (less financing costs) of cash proceeds to pay costs of the Development.

Section 3.06 Loan From Redevelopment Authority. At the time of the closing of the first mortgage financing described in Section 3.04, the Redevelopment Authority shall loan \$1,000,000 to the Development Corporation or The Avenue Company

for a term of 20 years at an interest rate not to exceed the lesser of 10% per annum or the interest rate on the City's borrowing which funds such loan. No principal shall be due until maturity, however all principal shall, at the option of the Redevelopment Authority, become due upon a sale or refinancing of the Development by The Avenue Company occurring after the tenth annual anniversary of the date of the loan.

ARTICLE IV

CONSTRUCTION AND OPERATION

Section 4.01 Final Plans and Specifications. Prior to September 1, 1985, the Development Corporation and Center Development shall furnish all engineering and architectural services necessary to take the Preliminary Plans to final plans and specifications for the Development (the "Final Plans"). The Final Plans shall be subject to review and approval by the Redevelopment Authority, but such approval shall not be unreasonably withheld if the Final Plans are in substantial conformity with the Preliminary Plans. The Development Corporation and Center Development shall cause the Final Plans to provide for a Development which complies with all applicable federal, state and municipal laws, regulations, ordinances and codes.

Section 4.02 Guaranteed Maximum Construction Price. Prior to October 1, 1985, the Development Corporation and Center Development shall arrange for The Avenue Company to obtain a

guaranteed maximum price construction contract from prime contractors reasonably acceptable to the Redevelopment Authority. The construction contracts shall be based on the Final Plans, and the Development Corporation and Center Development shall cause the guaranteed maximum price to be within the budget set forth in Exhibit C. The prime contractors shall be required to furnish performance and completion bonds from sureties reasonably acceptable to the Redevelopment Authority.

Section 4.03 Property Management. The Development Corporation shall cause The Avenue Company to contract with an entity having recognized experience in shopping center property management to provide such services for The Avenue Company upon completion of The Avenue. Initially, the property manager shall be an affiliate of Center Development.

Section 4.04 Property Tax Assessments. The Development shall be assessed for property tax purposes in accordance with applicable law. In consideration of The City's participation in the Development, the Development Corporation shall cause The Avenue Company to enter into an assessment agreement with the City. The assessment agreement shall provide that if the full market value assessment of Development Site and the Development (exclusive of the Prange Tenant Space) for the first full calendar year following the year of the opening of The Avenue or any year thereafter through and including 2000, is less than \$7,000,000, The Avenue Company shall pay the City the difference between the

actual property tax on the Development (exclusive of the Prange Tenant Space) for such year and the amount such property tax would have been if such assessment were \$7,000,000.

Section 4.05 Operational Duties. The Development Corporation shall cause The Avenue Company to agree (i) that the Development shall be operated in a manner consistent with the Site Plan and the standards of other first class downtown shopping centers in the State of Wisconsin; (ii) to keep and maintain all Development buildings and improvements in good and safe condition, repair and appearance, except for ordinary wear and tear; (iii) with reasonable promptness, to repair and maintain all structural and non-structural changes and repairs of every kind and nature, foreseen or unforeseen, which are required to be made upon or in connection with the Development in order to maintain the Development and all buildings related thereto in good, safe and sanitary condition and appearance; and (iv) to use its best efforts to have each and all Development tenants at all times comply with all government laws and codes applicable to the Development and the operation thereof.

Section 4.06 Sign Approval. During construction, the Development Corporation shall erect, display prominently and maintain on the Development Site, signs indicating the Development. The Redevelopment Authority shall have the right to approve the signs, their location and size and all information contained thereon during the period of construction, which

approval shall not be unreasonably withheld. Following construction, the erection of signs indicating The Avenue and businesses therein shall be subject to the approval of the Redevelopment Authority.

Section 4.07 Insurance. The Development Corporation shall procure and maintain, or cause to be procured and maintained, during the period of construction and after completion of all construction during the operation of the Development, a policy or policies of insurance, written by one or more responsible insurance carriers which will insure against liability for injury or death of persons or loss or damage of property including the improvements during the period of construction occurring in or about the Development Site and to name the Redevelopment Authority and the City as additional insureds on such policy or policies.

ARTICLE V

LIMITATIONS ON ASSIGNMENT AND SALE

Section 5.01 Assignment of Rights Under this Agreement. No party may assign its rights under this Agreement without the consent of all of the other parties.

Section 5.02 Sale of Development. This Agreement is to provide for development, not speculation in land holding. Except with the prior written approval of the Redevelopment Authority or pursuant to a mortgage or similar instrument in connection with a financing contemplated in Article III, the

Development Corporation and Center Development shall not make or permit The Avenue Company to make any sale, lease (other than to Development tenants in the ordinary course of business), assignment, conveyance or other transfer of its or The Avenue Company's interest in the Development Site or any building, improvement or fixture thereon, or any part thereof prior to the opening of The Avenue.

ARTICLE VI

TERMINATION, DEFAULTS, AND REMEDIES

Section 6.01 Termination Rights. If any of the terms or conditions set forth in Articles II and III of this Agreement shall not have been fulfilled or satisfied for any reason prior to the dates required therein or such other time as is specifically provided for herein, a party who acts in good faith and is not in default of its obligations to fulfill or perform such matters may:

(a) give to the other parties written notice of its intention to terminate this Agreement stating the term or condition which has not been fulfilled or satisfied, and this Agreement shall then terminate automatically 30 days after the giving of such notice unless within such period such term or condition shall be fulfilled or satisfied or shall be waived in writing by the party which gave the notice;

(b) postpone the time for the fulfillment or satisfaction of such term or condition for such period of time as the parties may agree, at the end of which period this Agreement shall terminate automatically if such term or condition has not been fulfilled or satisfied, unless the parties then waive in writing the fulfillment or satisfaction of such term or condition, or agree in writing to a further postponement; or

(c) waive in writing the fulfillment or satisfaction of such contingency or condition.

Section 6.02 Failure of Construction. If The Avenue Company fails to commence construction of the Development by January 1, 1986, or if, after commencing construction, The Avenue Company shall fail to prosecute such construction in a reasonable manner or complete same on or prior to July 1, 1987, the Redevelopment Authority, subject to the rights of the first mortgage lender, may terminate this Agreement or take control of such construction and continue it to completion or until given satisfactory assurance by The Avenue Company that The Avenue Company has the intention and means to commence or resume and complete it. The Redevelopment Authority shall be further entitled, subject to the rights of the first mortgage lender, to receive from The Avenue Company thus in default an assignment of its right, title and interest under any and all architectural and construction contracts (which construction contracts shall contain provisions permitting assignability under such circumstances), financing agreements, and other contracts in order to

enable the Redevelopment Authority to perform them with the benefit of all assignment agreements made in regard to such construction by The Avenue Company. In such case, The Avenue Company shall be liable for any expenditure incurred for such construction by the Redevelopment Authority hereunder, if any, and such expenditures shall constitute a debt immediately payable to the Redevelopment Authority, provided that the Redevelopment Authority shall have the right, but shall not be obligated, to use proceeds from any construction loan financing for such purpose to the extent available, in either case without waiver of any other remedy. There shall be no liability of, and no recovery of damages against, Center Development under this Agreement as a partner of The Avenue Company or as a separate entity or as a partner of any other venture, express or implied; and the sole remedy against Center Development for any default by it or The Avenue Company hereunder shall be termination pursuant to Section 6.01.

Section 6.03 Other Remedies Upon Default. If a party shall fail in the performance of any obligation under this Agreement, and if such nonperformance shall continue for a period of 30 days after written notice from any other party specifying such nonperformance, then a default shall be deemed to have occurred, and such other party may exercise any available legal or equitable remedies; provided, however, that any recovery of damages against the Redevelopment Authority shall be limited to its interest in the Development Site; provided, further, that there shall be no

liability of, and no recovery of damages against, Center Development under this Agreement as a partner of The Avenue Company or as a separate entity or as a partner of any other venture, express or implied; and the sole remedy against Center Development for any default by it hereunder shall be termination pursuant to Section 6.01.

Section 6.04 Limitation on Waivers. The failure to exercise any right, option or remedy under this Agreement, at law or in equity, or the waiver of any default in the performance of any term, provision or covenant contained in this Agreement shall not constitute a waiver of, or impair, the right to exercise said right, option or remedy or any other right or remedy in the event of any continuing or subsequent such default. The consent or approval by any party hereto of any act or request by any other party hereto requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Except as otherwise provided in this Agreement, the rights and remedies given to each party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which either party hereto might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by either party hereto shall not impair such party's right to exercise any other right or remedy.

Section 6.05 Letter of Credit Proceeds. Without limitation of, and in addition to, any other remedy provided

to the Redevelopment Authority, upon any material default of the Development Corporation in the performance of any of its obligations under this Agreement, the Redevelopment Authority shall be entitled to draw and collect up to the entire amount provided by the Letter of Credit and apply such amount to the Redevelopment Authority's actual expenditures pursuant to Article II hereof, whether incurred prior to or after the execution of this Agreement. In the event of any such recourse to the Letter of Credit, the Redevelopment Authority shall use its best efforts to recoup losses through sale or disposition of the Development Site. Any net recovery in excess of its unreimbursed losses shall be repaid to the Development Corporation.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Nondiscrimination. Execution of this Agreement evidences the agreement of each party that neither the Development nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 7.02 Approximations. It is understood and agreed by the parties hereto that all dimensions and quantities

of square feet set forth herein, on the exhibits hereto, and in the Development Site and all locations and structures and other improvements set forth on the exhibits hereto, are preliminary and tentative. Before the legal descriptions of the various parcels comprising the Development Site are finalized, as set forth hereinabove, each party reserves the right to make minor changes in the dimensions, quantities and locations to best accommodate and facilitate design, construction and operation, upon written notice to, but without the need for consent from, the other parties to this Agreement.

Section 7.03 No Personal Liability. Under no circumstance shall any alderman, officer, official, director, member, partner or employee of the City, the Redevelopment Authority or the Development Corporation or Center Development have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 7.04 Force Majeure. No party shall be responsible to any other party for any losses resulting if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 7.05 Parties and Interests; Survival of Representations. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

Section 7.06 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the City: City of Appleton, Wisconsin
200 North Appleton Street
P. O. Box 1857
Appleton, Wisconsin 54913-1857
Attention: Mayor

To the Redevelopment Authority: Redevelopment Authority of the
City of Appleton
200 North Appleton Street
P. O. Box 1857
Appleton, Wisconsin 54913-1857
Attention: Executive Director

To the Development Corporation: Avenue Development, Inc.
P. O. Box 2852
Appleton, Wisconsin 54913-2852
Attention: President

To Center Development: Center Development Venture
330 Second Avenue South
Suite 850
Minneapolis, Minnesota 55401
Attention: Mr. Jerry Amundson

Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 7.07 Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

Section 7.08 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.09 Captions. The 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.

Section 7.10 Counterparts. 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.

Section 7.11 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance 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. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

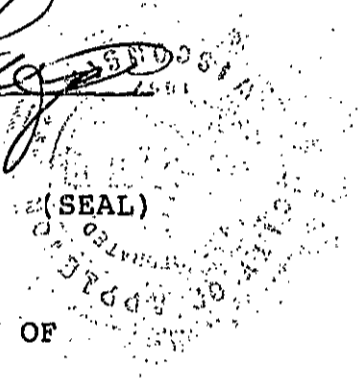
Section 7.12 City Authorization. The execution of this Agreement by the City was authorized by resolution of the City's Common Council adopted June 5, 1985.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 1, 1985.

CITY OF APPLETON, WISCONSIN

By *Anthony C. Johnson*
Its Mayor

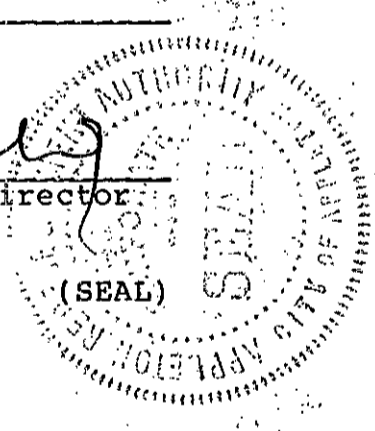
Janet K. Lopez
Its Clerk



REDEVELOPMENT AUTHORITY OF
THE CITY OF APPLETON

By *Paul Harris*
Its Chairman

William A. ...
Its Executive Director



AVENUE DEVELOPMENT, INC.

By *F. John Saylor*
its President

Attest *James H. [unclear]*
its Secretary



CENTER DEVELOPMENT VENTURE

By *[Signature]*
general partner

By *Robert M. [unclear]*
Its General Counsel

EXHIBIT A
SITE DESCRIPTION

Commencing at the SE cor. Blk. 28, Appleton Plat, thence West 207.26 ft. to the point of beginning; thence North 178.17 ft. more or less to the North line of an alley, thence East 17.87 ft. to the West wall of Gimbels, thence North 57.0 ft. to a point 97.17 ft. South of the North line of Block 28, Appleton Plat, thence West parallel to said North line 176.26 ft. to the West line of Block 28, Appleton Plat, thence South 83.17 ft. along said west line to the south line of an alley, thence Westerly 60 ft. to the East line of Block 27, Appleton Plat, at a point 140 ft. North of the SE corner of said Block, thence West parallel to the South line of said Block 187.04 ft. to the East wall of Pranges, thence South 140 ft. to the South line of Block 27, Appleton Plat, being the North line of College Avenue, thence East along said North line 372.12 ft. to the point of beginning, City of Appleton, Outagamie County, Wisconsin, except and excluding the West 40 ft. of the South 80.45 ft. of Lot 6, Block 28, Appleton Plat, also known as Lot 1, CSM Vol. 2, page 299, City of Appleton.

001267
Blocks 28

Pt Lots 1, 2, 3, 8

all 7

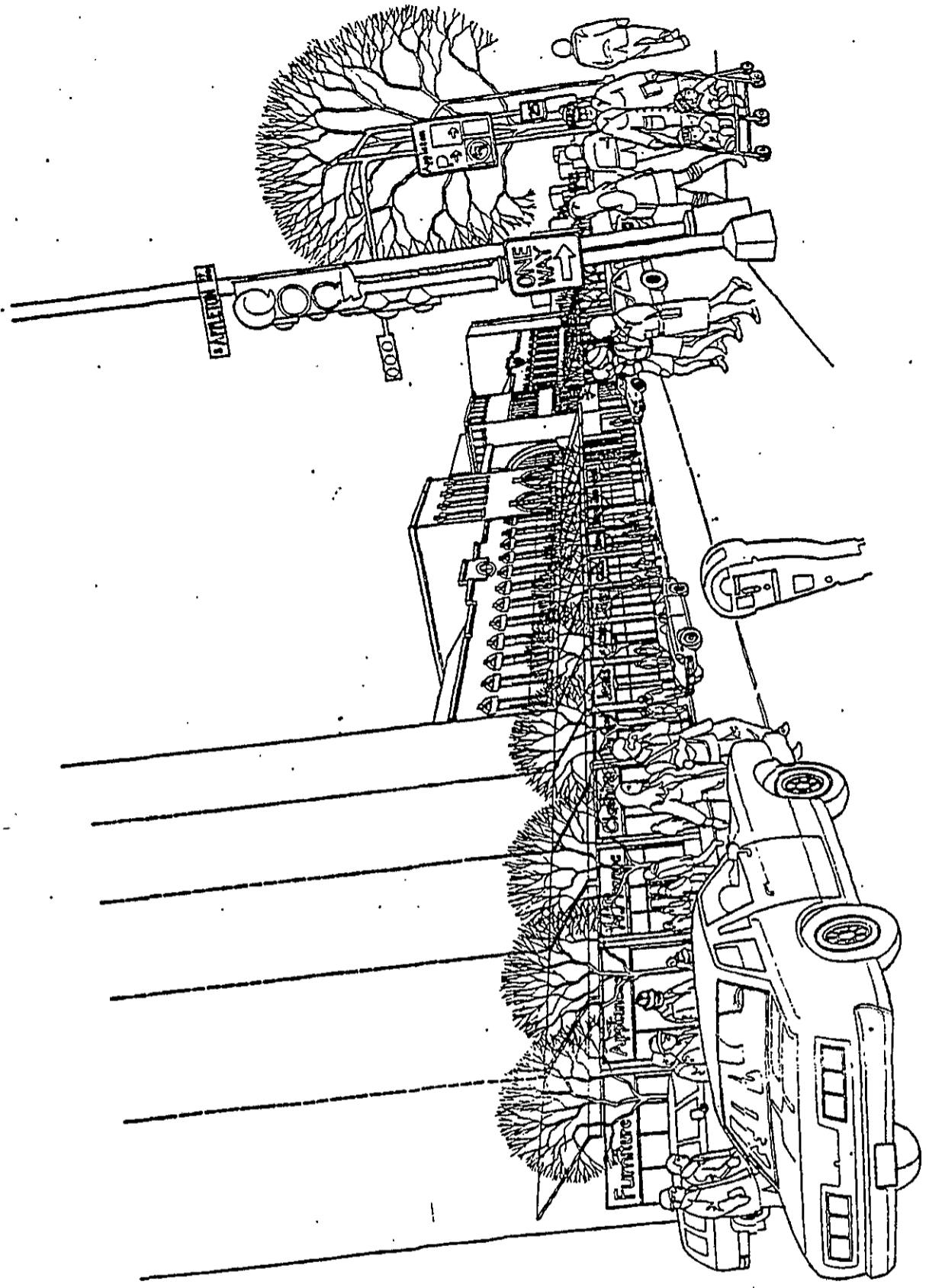
All 6 less CSM

Blocks 27

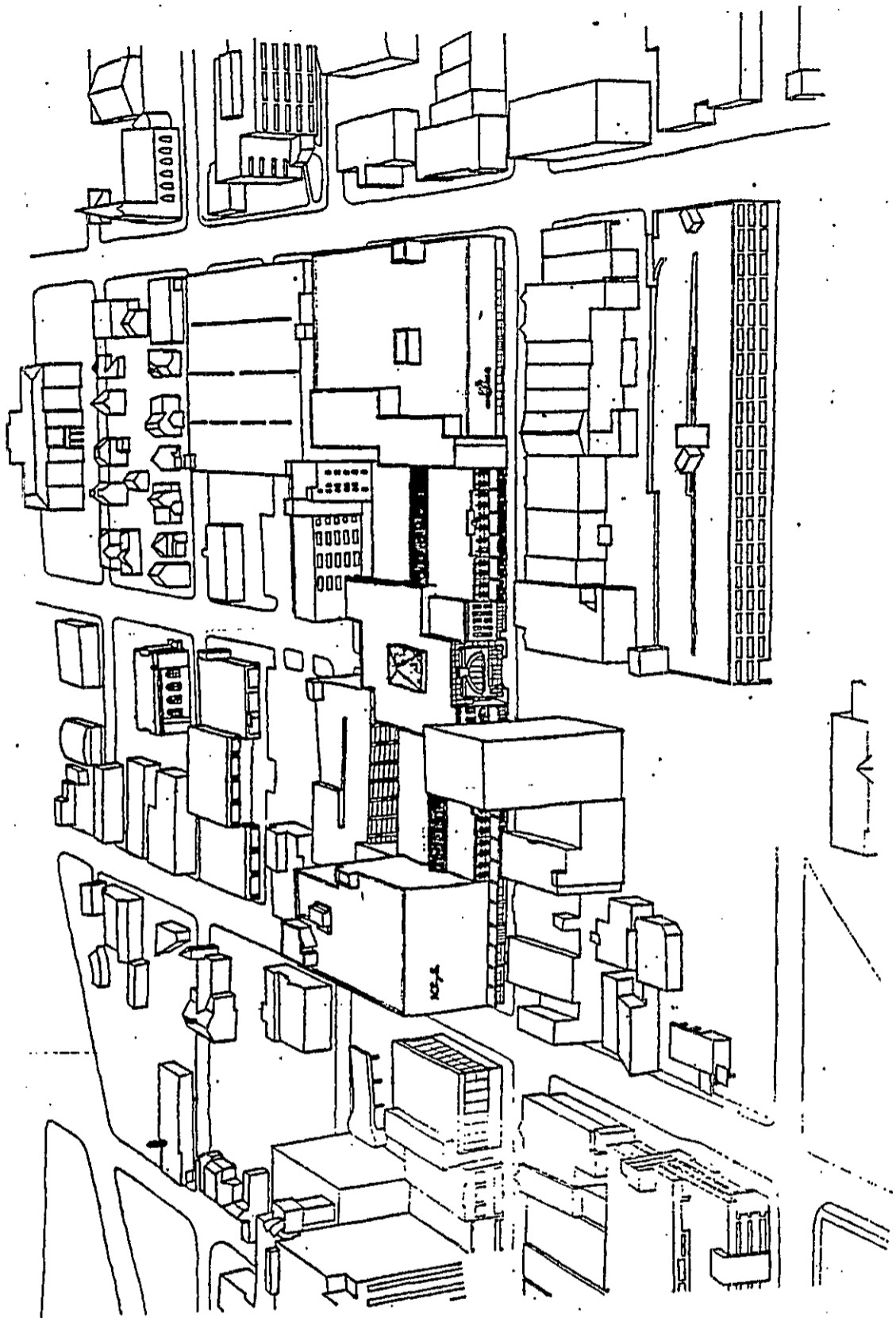
All lot 6

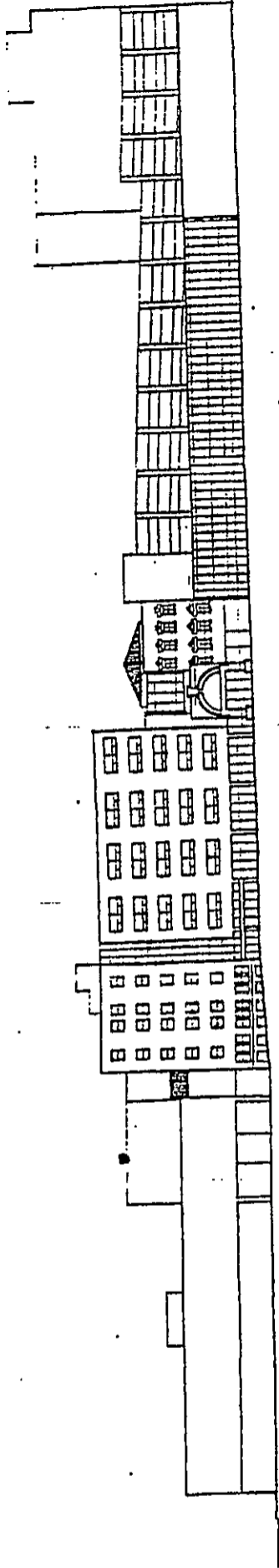
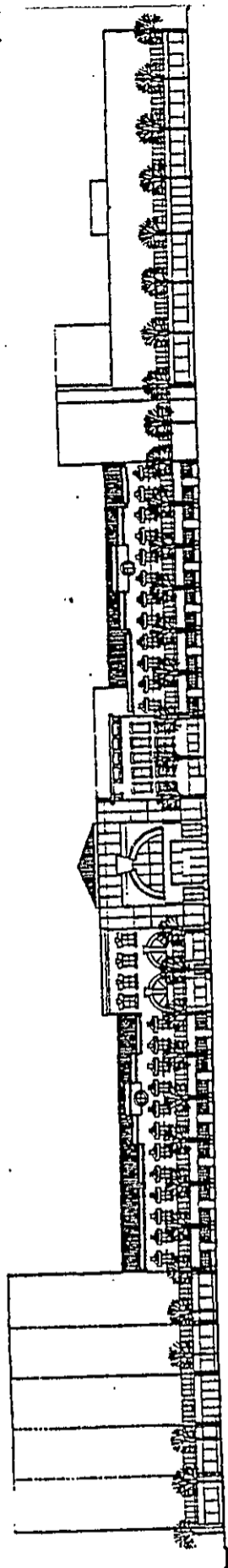
Pt. lot 5

EXHIBIT B



PERSPECTIVE ON COLLEGE AVENUE





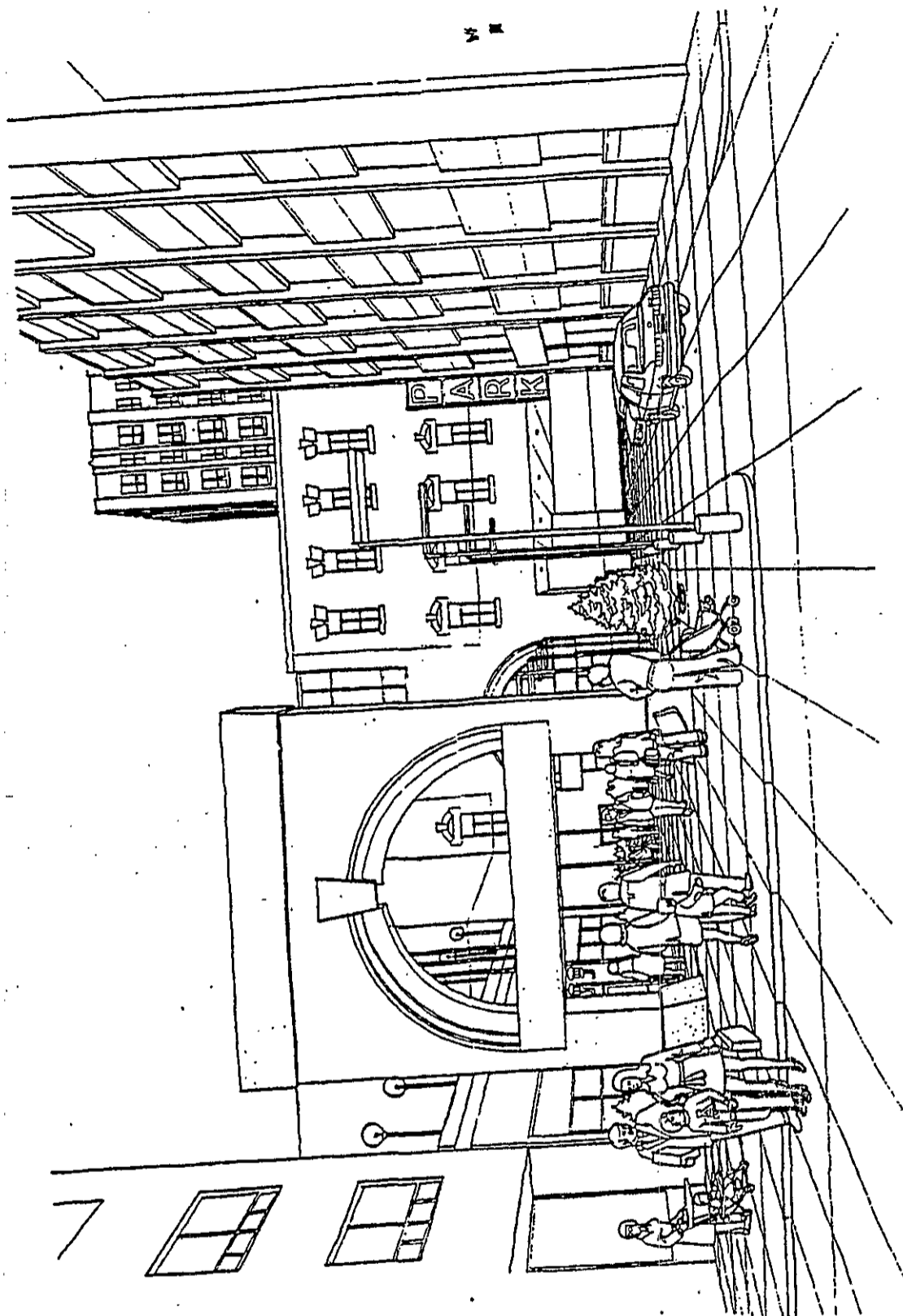


EXHIBIT "C"

SOURCE OF FUNDS

First Mortgage Loan	\$ 8,000,000
Loan From Appleton Redevelopment Authority	1,000,000
Limited Partner Equity	<u>2,600,000</u>
Total Sources	\$11,600,000

USE OF FUNDS

Construction Hard and Soft	\$ 8,122,000
Operating Reserve and Construction Period Interest	1,710,000
Professional Fees, Leasing, Attorneys, Architectural, Etc.	815,000
Predevelopment and Construction Supervision	375,000
Loan Fees	240,000
Other	<u>338,000</u>
Total Uses	\$11,600,000



MEMORANDUM

TO: Appleton Redevelopment Authority (ARA)

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

DATE: June 8, 2023

RE: Request to Release Historic Development Agreement for 10 E. College Avenue and the Plan for Appleton Redevelopment Project No. 11

The City of Appleton (independent of the Appleton Redevelopment Authority) has negotiated, and recently approved, a development agreement with Fox Commons Properties, LLC for the redevelopment of the City Center Plaza Mall Complex. The original development of the mall site was a partnership between the City of Appleton, ARA, and the original developer in the mid-1980s. That project was completed, and to the best of our knowledge, all legal obligations for the original development agreement and plans fulfilled. More details on the new proposed City-supported redevelopment project (including staff memos providing an overview of the project, the development agreement, and related materials) can be found at the June 7, 2023 Common Council's agenda packet [HERE](#).

As part of due diligence related to the pending real estate transaction, the title company and legal counsel for the Developer identified several historic items needing to be resolved prior to closing. After review with the City Attorney's office, two items are being advanced for legislative approval - one requiring action by both the Appleton Common Council and Appleton Redevelopment Authority (ARA); the other just by the Redevelopment Authority. These include the following:

1. Releasing an existing Development Agreement dated June 1, 1985 (attached) – *This was approved by the Appleton Common Council on June 7, 2023.*
2. Releasing a Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983

Staff Recommendation:

APPROVE authorizing the execution of the following:

1. Release of the historic Development Agreement dated June 1, 1985 (attached)
2. Release the Plan for Appleton Redevelopment Project No. 11 dated May 4, 1983 (attached)

Cc: Chris Behrens, City Attorney

Att: Release of Development Agreement
Historic Development Agreement, Dated June 1, 1985
Release of Redevelopment Plan
Historic Plan for Appleton Redevelopment Project No. 11, Dated May 4, 1983

Document Number	RELEASE OF APPLETON REDEVELOPMENT PROJECT NO. 11 Document Title
-----------------	---

Recording Area

Drafted by, and after recording return to:

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

Parcel Identification Number (PIN):
312029001

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

RELEASE OF APPLETON REDEVELOPMENT PROJECT NO. 11

THIS RELEASE OF APPLETON REDEVELOPMENT PROJECT NO. 11 (“Release”) is made as of _____, 2023 (the “Effective Date”), by the **REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON**, an authority created by the City pursuant to Section 66.431 of the Wisconsin Statutes (the “Redevelopment Authority”).

RECITALS:

WHEREAS, the Redevelopment Authority adopted that certain Plan for Appleton Redevelopment Project No. 11 on May 4, 1983 recorded in the Outagamie Register’s Office on June 17, 1987 in Jacket 7660, Image 21-34 as Document No. 917142, as may be amended, (the “Plan”) pertaining to the redevelopment of certain real property and improvements located in the City of Appleton, County of Outagamie, Wisconsin, as more particularly described in **Exhibit A** (the “Property”), attached hereto and incorporated herein.

WHEREAS, the Redevelopment Authority desires to release the Property from the Plan.

NOW, THEREFORE, the Redevelopment Authority hereby releases the Property from the Plan as set forth herein.

1. **Recitals**. The Recitals of this Release are incorporated herein by reference and made part hereof.
2. **Release**. The Property is hereby released from the Plan (including, without limitation, all amendments thereto and memoranda for recording thereof), and the Plan is hereby rendered null and void and of no further force or effect for any and all purposes.
3. **Governing Law**. This Release shall be governed by and constructed according to the laws of the State of Wisconsin.
4. **Counterparts**. This Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.
5. **Successors and Assigns**. This Release shall be binding upon and shall inure to the benefit of the undersigned and the owner of the Property and its respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Redevelopment Authority executes this Release as of the Effective Date.

REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON

By: _____
Name: Marissa Downs
Its: Chair

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2023, the above-named Marissa Downs and _____, on behalf of the Redevelopment Authority of the City of Appleton, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same on behalf of the Redevelopment Authority of the City of Appleton.

By: _____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A

THE PROPERTY

That portion of the City of Appleton, County of Outagamie, Wisconsin, bounded generally as follows:

All of Lot Six (6) and part of Lot Five (5) of Block Twenty-seven (27), and all of Lot Seven (7) and part of Lots One (1), Two (2), Three (3), Six (6) and Eight (8) of Block Twenty-eight (28) of the APPLETON PLAT, and part of vacated Oneida Street lying between Blocks 27 and 28, and part of Lot 1 of Certified Survey Map No. 299 as recorded in Volume 2 of Certified Survey Maps, on page 299, as Document No. 821847, all being in the City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City, more fully described as follows:

Beginning at the Southwest corner of said Block 28, also being the point of intersection of the North line of College Avenue with the East line of Oneida Street; thence South 89° 36' 00" West along the North line of College Avenue extended and the South line of said Block 27, 223.16 feet; thence North 00° 20' 12" West, 140.00 feet to the South line of Mid Way; thence North 89° 36' 00" East, along said South line of Mid Way, 163.16 feet to the Northeast corner of said Lot 6 of Block 27; thence North 64° 51' 13" East, 66.10 feet to the West line of said Block 28; thence North 00° 20' 12" West along said West line, 67.50 feet; thence North 89° 36' 00" East, 176.26 feet; thence South 00° 20' 12" East, 61.00 feet; thence South 89° 36' 00" West, 30.00 feet; thence South 00° 20' 12" East, 17.00 feet; thence North 89° 36' 00" East, 12.13 feet; thence South 00° 20' 12" East, 157.17 feet to said North line of College Avenue; thence South 89° 36' 00" West along said North line, 120.89 feet; thence North 00° 20' 12" West, 80.45 feet; thence South 89° 36' 00" West, 37.50 feet to said West line of Block 28; thence South 00° 20' 12" East along said West line, 80.45 feet to the point of beginning.

Also described as: All of Lot Six (6) and part of Lot Five (5) of Block Twenty-seven (27), and all of Lot Seven (7) and part of Lots One (1), Two (2), Three (3), Six (6) and Eight (8) of Block Twenty-eight (28) of the Appleton Plat, and part of vacated Oneida street lying between blocks 27 And 28, and part of Lot 1 of Certified Survey Map No. 299 as recorded in volume 2 of Certified Survey Maps, on page 299, as Document No. 821847, all being in the City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said city, more fully described as follows:

Beginning at the Southwest corner of said Block 28, also being the point of intersection of the North line of College avenue with the East line of vacated Oneida street; thence South 89° 56' 34" West along the north line of College avenue extended and the south line of said block 27, 223.16 feet; thence North 00° 01' 21" West, 140.11 feet to the south line of City Center street; thence North 89° 56' 34" East, along said south line of City Center street, 163.16 feet to the northeast corner of said lot 6 of block 27; thence North 65° 11' 47" East, 66.10 feet to the west line of said block 28; thence North 00° 01' 21" West along said west line, 67.45 feet; thence North 89° 56' 34" East, 176.26 feet; thence South 00° 01' 21" East, 60.91 feet; thence South 89° 56' 34" West, 30.10 feet; thence South 00° 01' 21" East, 17.00 feet; thence North 89° 56' 34" East, 12.17 feet; thence South 00° 01' 21" East, 157.31 feet to said north line of College avenue; thence South 89° 56' 34" West along said north line, 120.83 feet; thence North 00° 01' 21" West, 80.45 feet; thence South 89° 56' 34" West, 37.50 Feet to said west line of block 28; thence South 00° 01' 21" East along said west line, 80.45 Feet to the point of beginning.

THE CITY OF **Appleton**

REDEVELOPMENT AUTHORITY
200 North Appleton Street
Appleton, WI 54911
414/735-6460

13pl 253 -
11pl 169 ✓
14pl 388 ✓
✓

CERTIFICATION

I, WILLIAM A. BREHM, JR., the Executive Director and Secretary of the Appleton Redevelopment Authority of the City of Appleton, Wisconsin, do hereby certify that the attached Redevelopment Plan for Appleton Redevelopment Project No. 11 is a true and correct copy of a Plan adopted by the Appleton Redevelopment Authority of the City of Appleton, Outagamie County, Wisconsin, at a regular meeting held April 12, 1983, and adopted by the Common Council of the City of Appleton, Outagamie County, Wisconsin, at a regular meeting held May 4, 1983

Dated at Appleton, Wisconsin this 15th day of June, 1987.

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON

Handwritten initials

William A. Brehm, Jr.
William A. Brehm, Jr.
Executive Director

125 0996
7660 521

ADOPTED
APPLETON REDEVELOPMENT PROJECT NO.11
REDEVELOPMENT PROJECT
APPLETON, WISCONSIN

COMMON COUNCIL

- Mayor Dorothy C. Johnson
- Irene J. Witter
- Anthony J. Utschig
- William J. Siebers, Jr.
- Daniel J. Balliet
- Robert N. Janosky
- Allen M. Nennig
- Susan W. Steffens
- Eldred J. Mullen
- Richard A. Casperson
- Stanley W. Baehman
- Janet S. Nordell
- Robert W. Swanson
- Charles P. Yonts
- Roynance H. Pointer
- David A. Stanek
- Frank J. Mousley
- John V. Gosch
- Rayburn C. Kaufman
- James M. Hartzheim
- James R. Smits

PREPARED BY: Appleton Redevelopment Authority
200 N. Appleton Street
Appleton, WI 54911

COMMISSIONERS: Paul J. Heid, Chairman
Peter W. Nordell
Vivian R. Huth
Kenneth W. Knorr
V. I. Minahan
Delmar J. Schwaller
Susan W. Steffens

Executive Director
William A. Drehm, Jr.

Adopted: May 4, 1983

APPLETON REDEVELOPMENT PROJECT NO.11
APPLETON, WISCONSIN

I. INTRODUCTION

Recognizing that obsolescence, deterioration and blight is a threat to continued stability and vitality of the City of Appleton as the business, governmental, institutional, and cultural heart of the Region, and as a focus of community pride and achievement, the Appleton Redevelopment Authority has initiated this redevelopment project in the Central Business District.

This project is proposed to be carried out and effectuated by the Redevelopment Authority of the City of Appleton (also known as the Appleton Redevelopment Authority), pursuant to and in accordance with Wisconsin Statutes, Title VIII, Chapter 66.431, Blight Elimination and Slum Clearance Act, as amended.

II. DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

A. BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA

The boundaries of the redevelopment project area are shown on Map No.1, labelled: "Project Boundaries, Existing Land Uses and Conditions of Real Property", and include that portion of the City of Appleton, County of Outagamie, Wisconsin, bounded generally as follows:

The blocks bounded by College Avenue, Morrison Street, Washington Street, and Appleton Street. The boundary to run along the centerline of said streets.

Legally described as follows: All of Blocks 27 and 28, Appleton Plat, and all public rights-of-way within and thirty (30) feet adjacent and surrounding said blocks, except and excluding the N. 97.17 ft. of Lots 1 & 2, and the N. 97.17 ft. of the W. 30 ft. of Lot 3, Block 28, (Valley Housing Associates property). City of Appleton, Outagamie County, Wisconsin.

B. REDEVELOPMENT PLAN OBJECTIVES

The following objectives have been established for the redevelopment of Appleton Redevelopment Project No.11:

1. Eliminate obsolete, deteriorating or deteriorated buildings, blighting influences and environmental deficiencies which detract from the functional unity, aesthetic appearance and economic welfare of this important section of the Central Business District (CBD) and to prevent the recurrence of blight and blighting conditions.

2. Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.

3. Remove impediments to redevelopment due to diversity of ownership.

4. Provide for the orderly physical and economic growth of the central business district through planned and controlled redevelopment.

5. Encourage coordinated redevelopment of parcels to achieve efficient building design, maximum utilization of sites, unified off-street parking and service facilities, and internal pedestrian connections and open spaces, giving consideration to high standards of design for new development, rights-of-way, landscaping, and open spaces.

6. Achieve private redevelopment of reuse parcels that will add to the tax base of the City of Appleton and stimulate activity in the central business district.

C. TYPES OF PROPOSED REDEVELOPMENT ACTION

Proposed redevelopment action includes acquisition, clearance, sale, and reuse of property with controls and restrictions on the new development, and construction of public and/or private parking and pedestrian walkways.

II. LAND USE PLAN

A. PROPOSED LAND USE

The proposed land uses of the Appleton Redevelopment Project No. 11 are shown on the map attached hereto and made a part hereof, labelled "Proposed Land Use", Map No. 2. The major land use categories for the project are retail and office.

1. Zoning Change: No rezoning from the present C-4 Central Business District will be necessary.

B. PERMITTED LAND USES

Land uses permitted in the Project area shall include any of those uses authorized in the C-4 Central Business District as set forth in Chapter 20 of the Municipal Code of the City of Appleton when approved by the Appleton Redevelopment Authority.

C. REGULATIONS AND CONTROLS

All redevelopment within the redevelopment project area shall be subject to the Redevelopment Plan for the Appleton Redevelopment Project No. 11 and to the codes, ordinances, regulations, and laws of the City of Appleton, Wisconsin as they now exist or hereafter may be amended, and to State and Federal laws and regulations, as applicable, unless waivers or variances, as prescribed by law are granted or given. In the event the requirements, regulations and controls of this Redevelopment Plan be more restrictive than the City codes and ordinances, the Redevelopment Plan shall apply for Appleton Redevelopment Project No. 11. The following additional regulations and controls shall govern the land uses permitted in the Redevelopment Plan:

1. Preliminary Plan Review: The redeveloper shall submit preliminary plans for the proposed redevelopment of all or portions of the Appleton Redevelopment Project No. 11 to the Appleton Redevelopment Authority for review and approval prior to the execution of any contract for the disposition of land, unless otherwise agreed to in a Redevelopment Contract by the Authority.

2. Final Plan Review: The redeveloper shall submit final construction plans to the Appleton Redevelopment Authority for final review and approval prior to the deeding of land for redevelopment within the project area.

3. Sign Controls: Detailed specifications for all

exterior signage within the Redevelopment Project Area shall be submitted for review and approval by the Appleton Redevelopment Authority at time of final plan review. The following signs shall be prohibited: flashing lights and signs projecting above the roof line.

4. Location of Utilities: All public and private utility lines proposed within the boundaries of the redevelopment project area shall be located underground.

IV. PROJECT PROPOSALS

A. LAND ACQUISITION

Property proposed to be acquired in the Appleton Redevelopment Project No. 11 is identified on the Land Acquisition Map, Map No. 3, attached hereto and made a part hereof.

Properties are identified for acquisition for the following purposes:

- 1. Remove or rehabilitate buildings which are structurally substandard.
- 2. To remove or rehabilitate buildings which are deteriorated or deteriorating.
- 3. To remove obsolete buildings not suitable for improvements or conversion.
- 4. To eliminate blight and blighting influences from the area.
- 5. To remove incompatible land uses or land use relationships.
- 6. To remove impediments to contemporary Central Business District development due to diversity of ownership.
- 7. To remove basically sound buildings in order to assemble land into parcels of adequate size and shape to meet contemporary development needs and standards and to allow construction to meet the objections of the Redevelopment Plan for the project area.

B. LAND DISPOSITION

The land disposition parcels are shown on the Land Disposition Map, Map No. 4, attached hereto and made a part hereof. Land will be sold, leased or otherwise disposed of to redevelopers who will be required by contractual agreement to redevelop in accordance with the Redevelopment Plan. The contract will clearly define the obligations of the redeveloper and the Appleton Redevelopment Authority.

1. Selection of Redevelopers: The Appleton Redevelopment Authority will select a redeveloper based on a determination of his ability to carry out his proposal, and conformance to the requirements and objectives of the Redevelopment Plan.

A public hearing will be held at the time of disposition of the property if such disposition is not competitively bid.

C. REDEVELOPERS OBLIGATIONS

The disposition of all lands shall be by means of a contract for sale or lease which shall specify, among other things, that the purchaser or lessor shall:

1. Agree on behalf of himself and heirs and assigns not to permit the sale, lease or use of property or facilities thereon by any party who would use any part of the project area in a manner to permit discrimination or restriction on the basis of race, creed, color, sex, religion, or national origin.

2. Agree to acquire land and commence and complete construction according to a schedule which shall be mutually agreed on with the Redevelopment Authority.

3. Agree to provide a letter of credit or other surety acceptable to the Appleton Redevelopment Authority to insure performance under the contract of sale or lease prior to obtaining permanent financing for the project.

4. Agree to submit plans to the Appleton Redevelopment Authority for review and approval as to conformity with the Redevelopment Plan.

5. Agree that the property shall not be sold or transferred prior to certified completion of improvements without the prior written approval of the Appleton Redevelopment Authority.

D. DURATION OF CONTROLS

The provisions, requirements, restrictions, and controls in the Redevelopment Plan shall remain in effect until January 1, 1994, and shall be subject to amendment and revision only upon review and approval by the Appleton Redevelopment Authority as provided for herein.

V. OTHER PROVISIONS TO MEET STATE REQUIREMENTS

The Blight Elimination and Slum Clearance Act states: "Such redevelopment plan shall conform to the general plan for the city and shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements in the project area, and shall include, without being limited to, a statement of the boundaries of the project area; a map showing existing uses and conditions of real property therein; a land use plan showing proposed uses of the area; information showing the standards of population density, land coverage and building intensity in the area after redevelopment; present and potential equalized value for property tax purposes; a statement of proposed changes, if any, in zoning ordinances or maps and building codes and ordinances; a statement as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment; and a statement of a feasible method for the relocation of families to be displaced from the project area".

To satisfy these requirements, the following general statements and maps are included herein.

A. CONFORMANCE WITH GENERAL PLAN

This Redevelopment Plan is in conformity with the land use distribution concepts of the Comprehensive Plan for the City of Appleton as prepared by the City Plan Commission, dated December 8, 1980 and adopted as a guide by the Common Council of the City of Appleton on December 17, 1980.

B. RELATIONSHIP TO LOCAL OBJECTIVES

1. **Appropriate Land Use:** The proposed land uses are in essential conformity with those contained in the Comprehensive Plan and consistent with the overall local objective to improve total quality of commercial areas through construction of new development.

2. **Traffic:** This project may require closing and possible vacation of Oneida Street between College and Midway. If this occurs, traffic will be diverted one block to the east. Various modifications of traffic signals, street parking, and pavement would be needed to accomplish this revision.

3. **Public Transportation:** The relocation of one bus stop will be necessary if Oneida Street is closed for one-half block.

4. **Public Utilities:** If major construction extends north of the south line of Midway Alley, various utilities would be affected. South of Midway Alley it may be necessary to relocate a natural gas line.

5. **Community Facilities:** Improvements to pedestrian ways involving pavement, landscaping, and possibly street furniture will be needed adjacent to the project along College Avenue and on Oneida between Midway and Washington.

C. PROJECT AREA BOUNDARIES

The project boundaries are described in Section II, A, and shown on Map No. 1, Project Boundaries, Existing Land Uses and Conditions of Real Property, are attached hereto and made a part hereof.

D. EXISTING LAND USES

The existing land uses are shown on Map No. 1, labelled Project Boundaries Existing Land Uses, and Conditions of Real Property, are attached hereto and made a part hereof.

F. LAND USE PLAN

The proposed land uses are shown on Map No. 2, Proposed Land Uses, are attached hereto and made a part hereof.

G. REDEVELOPMENT STANDARDS

General planning, design and redevelopment standards and objectives are set forth in Sections II, III, and IV of this Redevelopment Plan.

H. EQUALIZED VALUE FOR PROPERTY TAX PURPOSES

The equalized value of the project area for property tax

purposes is as follows:

Present equalized value of properties - \$16,400,000
 Potential equalized value of properties - \$22,000,000

I. PROPOSES ZONING CHANGES

No changes in zoning are recommended.

J. SITE IMPROVEMENTS AND PUBLIC UTILITIES

The following site improvement is generally anticipated to be provided to support the new land uses in the project area after redevelopment.

1. Reconstruction of sidewalks, adjustment of curb lines, and landscaping immediately adjacent to the site.

K. FEASIBLE METHOD OF RELOCATION

The following constitutes the Relocation Plan to be implemented by the Appleton Redevelopment Authority for the project area.

1. Relocation: The Appleton Redevelopment Authority will provide for businesses and individuals the opportunity of being rehoused in accommodations which are decent, safe, and sanitary, and which are within their financial means and reasonably close to their present location. It is estimated that adequate relocation properties are either presently available or will be available during the relocation period. It is anticipated that householders within the project area will be relocated into private sales and private rental housing.

2. Relocation Assistance Advisory Program: The Appleton Redevelopment Authority will develop and implement a relocation assistance advisory program which shall be administered so as to provide advisory services which offer maximum assistance, to minimize the hardship of displacement, and to assure that all persons displaced from their dwellings are relocated into housing meeting established criteria and all persons displaced from their businesses are assisted in re-establishing with a minimum of delay and loss of earnings.

3. Relocation Payments: The Appleton Redevelopment Authority recognizes its responsibility to make relocation payments and to provide relocation assistance and services as contemplated by Wisconsin Statutes, Section 32.19 through 32.27 and shall further be guided by the Relocation Guidelines for the State of Wisconsin promulgated by the Department of Development in carrying out the project area relocation program.

L. POPULATION DENSITY CONTROL

It is anticipated that development will be primarily commercial. Residential development will be regulated by the zoning code.

M. PROCEDURE FOR CHANGES IN APPROVED PLAN

If the Appleton Redevelopment Authority desires to modify this Redevelopment Plan, it may do so by approval of the Authority Board of Commissioners. Any revision to the project boundaries shall require a public hearing.

Any change affecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

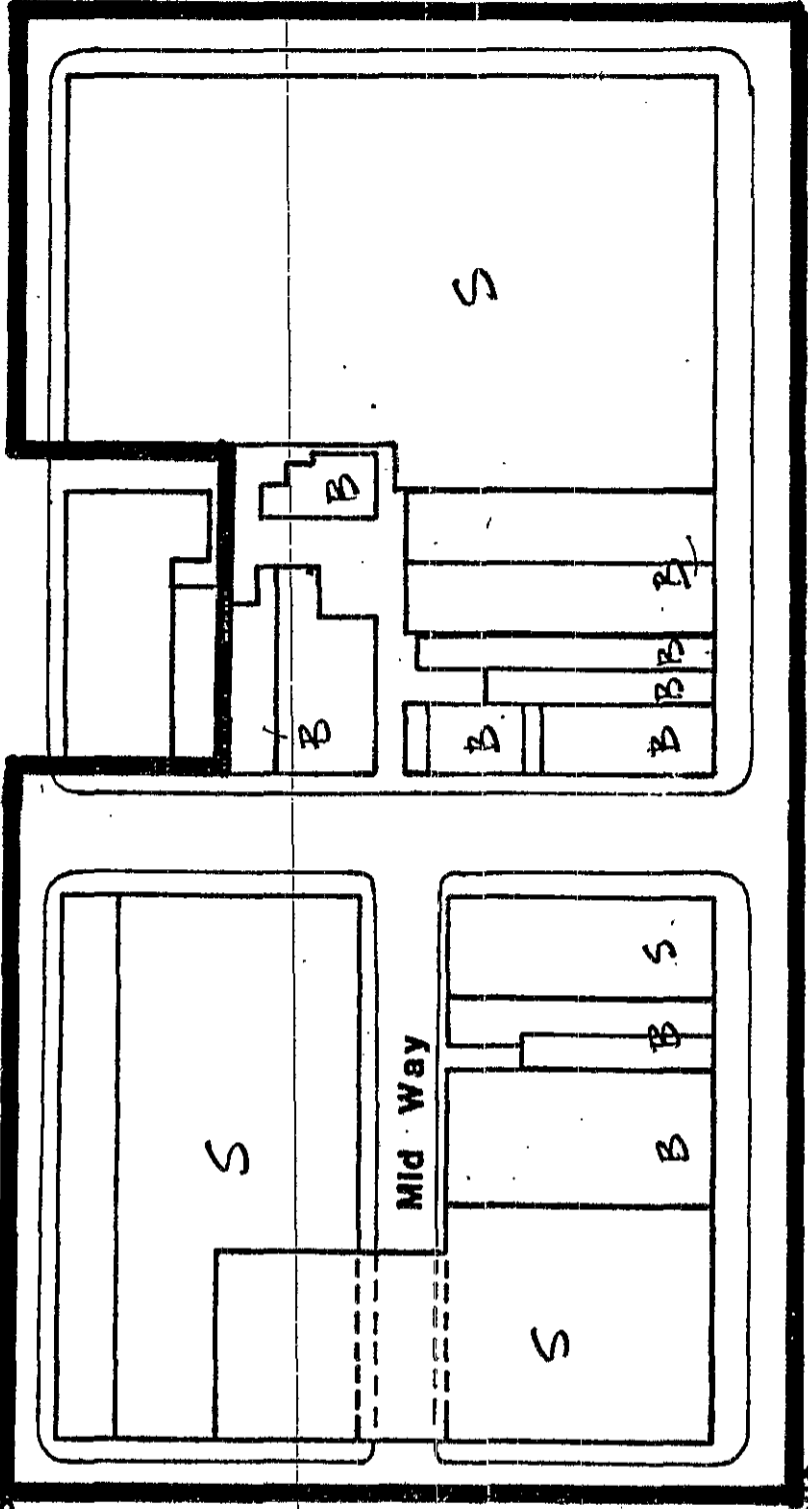
Morrison Street

Onida Street

Appleton Street

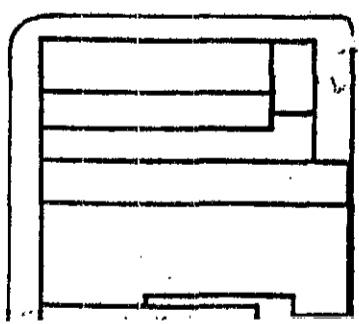
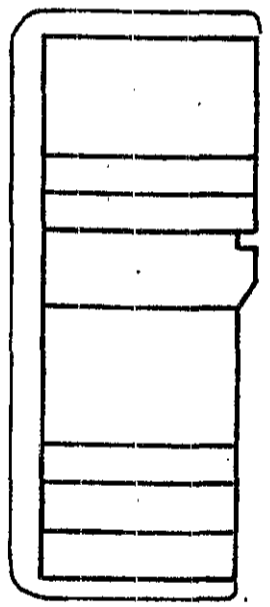
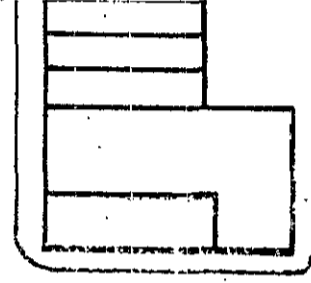
Washington Street

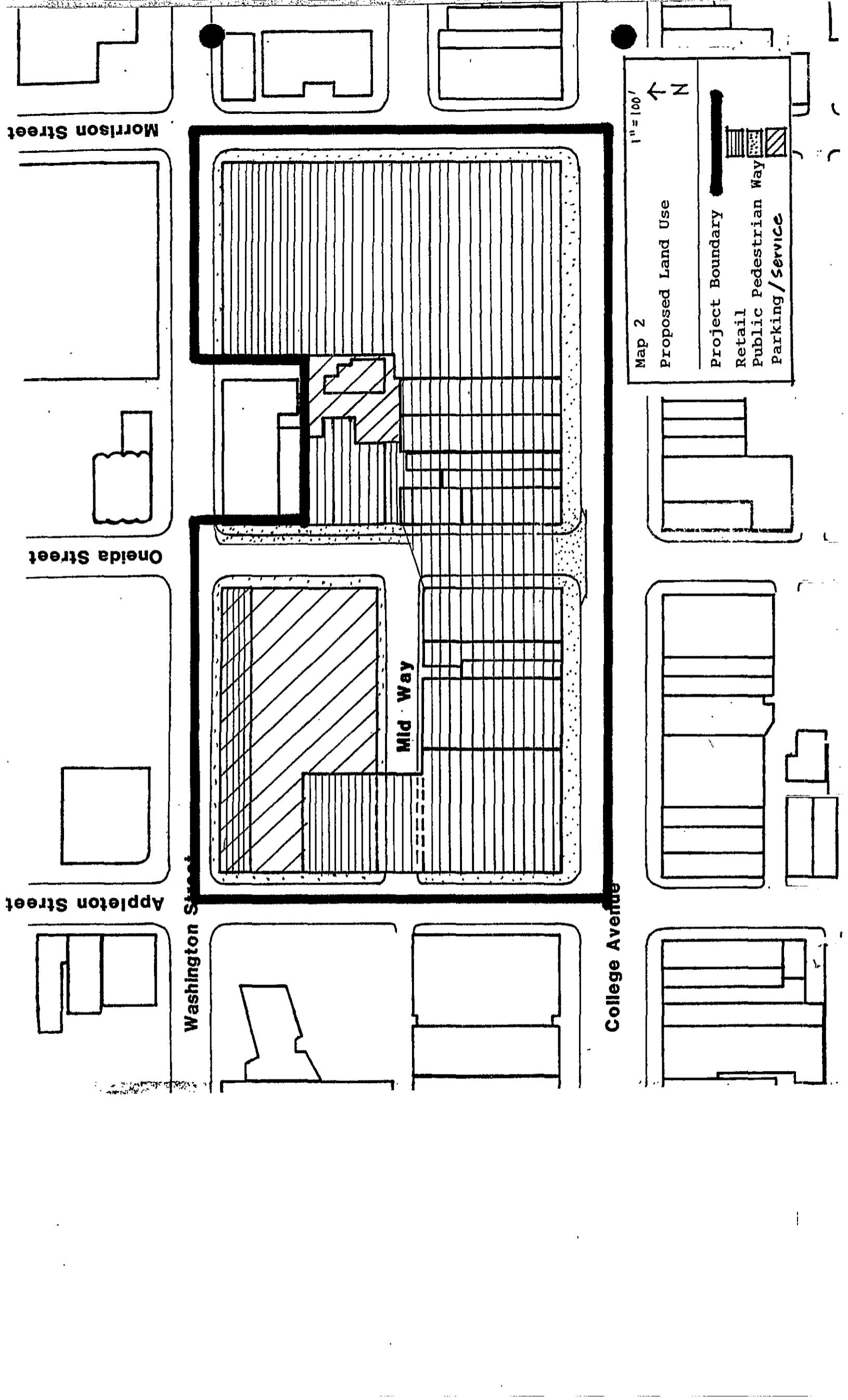
College Avenue



Map 1
 1" = 100'
 ↑ N
 Project Boundaries, Existing
 Land Uses and Conditions

Project Boundary **█**
 Standard Condition **S**
 Blighted Condition* **B**
 *per WI S.S.66.431





Morrison Street

Onida Street

Appleton Street

Washington Street

College Avenue

Map 2

1" = 100'



Proposed Land Use

Project Boundary

Retail

Public Pedestrian Way

Parking/Service

Mid Way

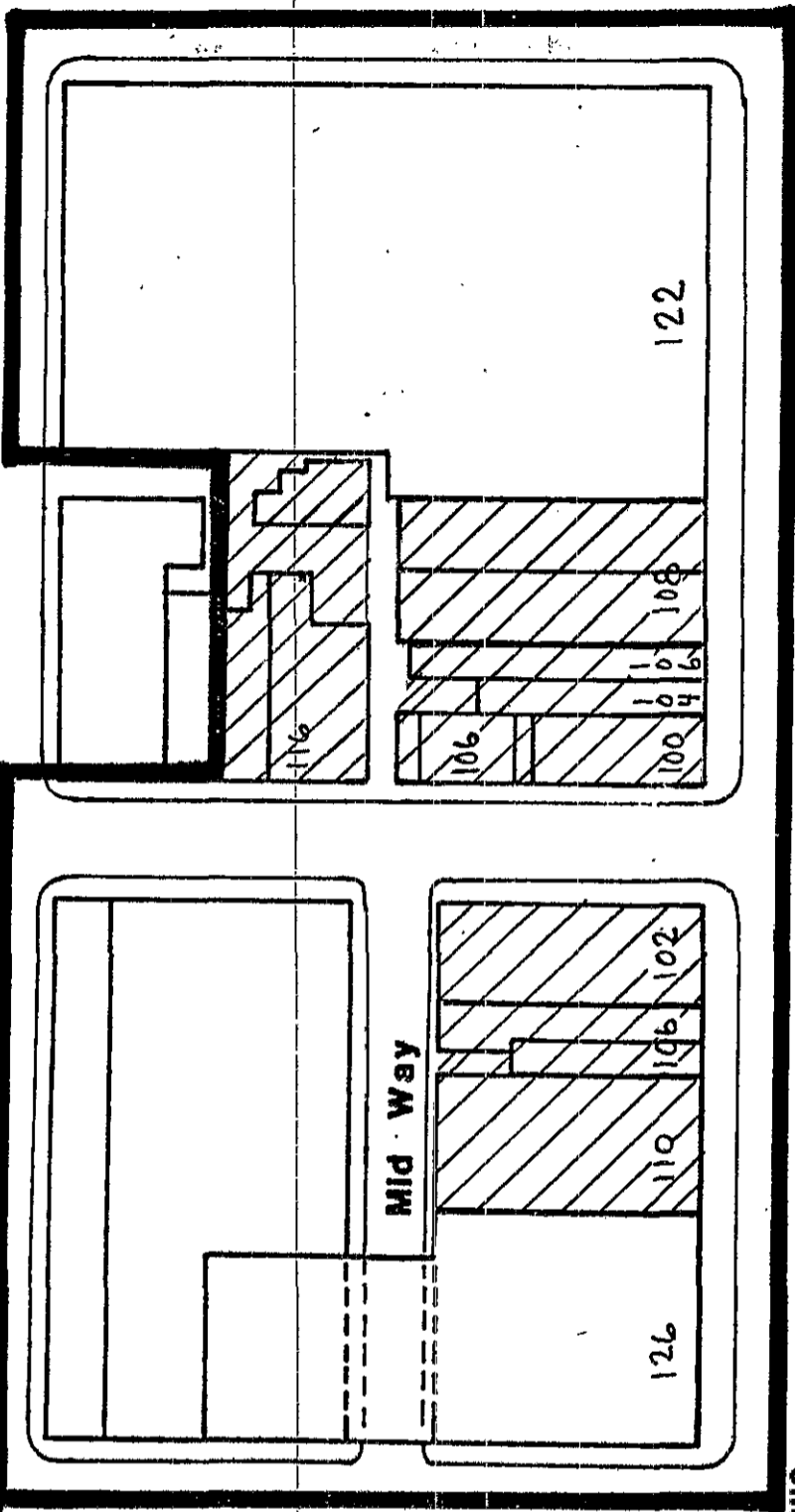
Morrison Street

Onida Street

Appleton Street

Washington Street

College Avenue



Map 3

1" = 100'

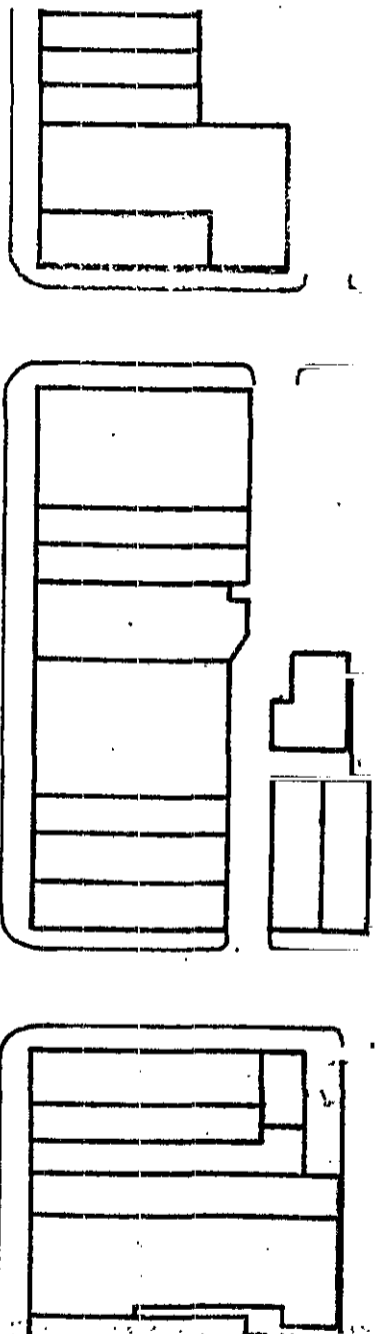
← N

Land Acquisition

Project Boundary

Street Address 101

Property to be Acquired



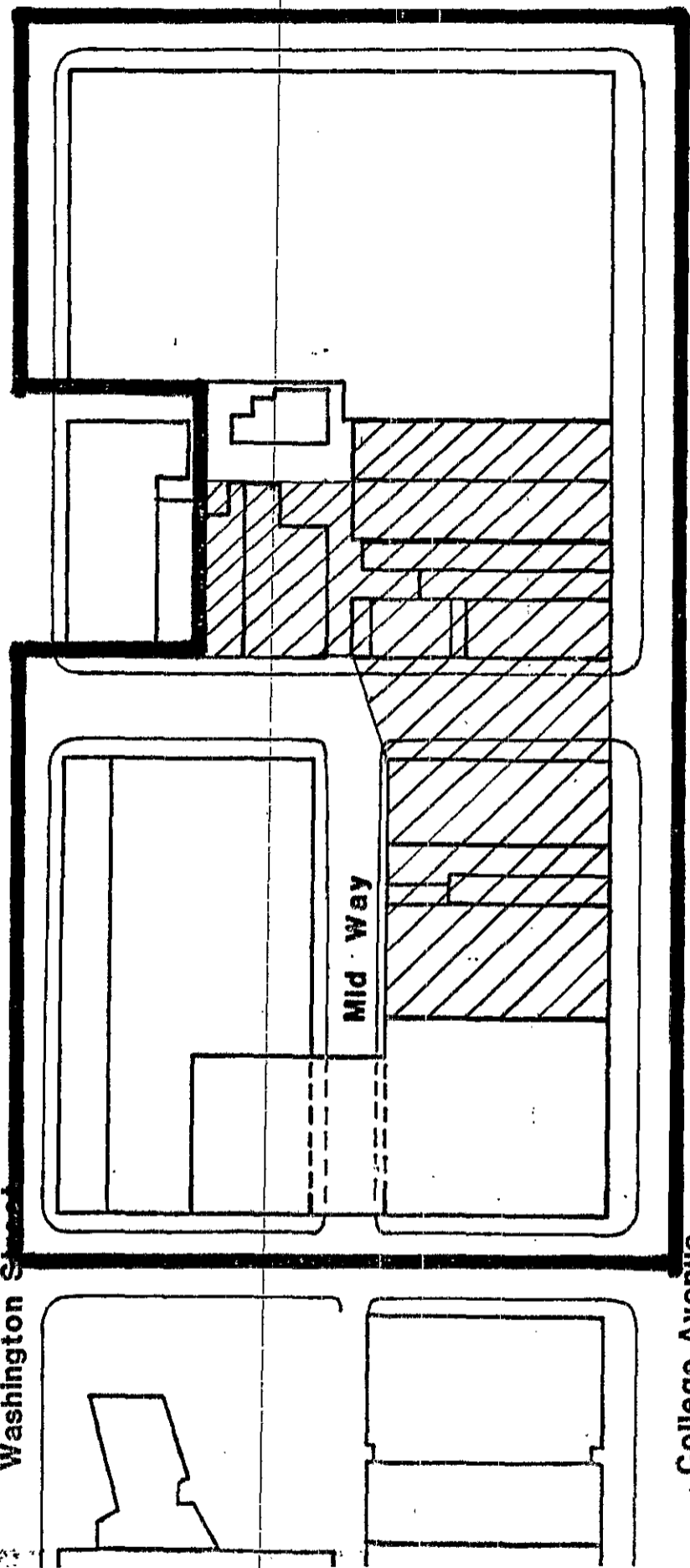
Morrison Street

Onida Street

Appleton Street

Washington Street

College Avenue



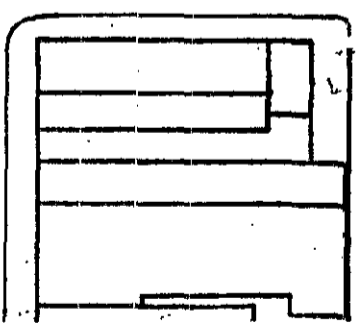
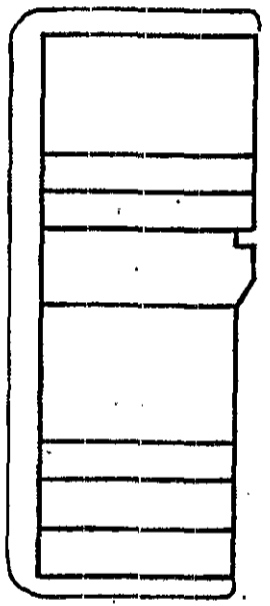
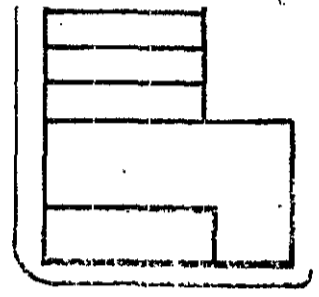
Map 4
 1" = 100'

← N

Land Disposition

Project Boundary

Land Disposition



OUTAGAMIE 917142
Document #

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON

JUN 17 1987

AT 1 O'CLOCK P.M.
IN JACKET 7650 IMAGE 27-34
Pracek Herb M
REGISTER OF DEEDS

City of Appleton ②
Redevelopment Authority
P. O. Box 1857
Appleton $\frac{\$}{2800}$

