



# City of Appleton

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

## Meeting Agenda - Final Community Development Committee

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Wednesday, February 12, 2025

4:30 PM

Council Chambers, 6th Floor

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

[25-0012](#) CDC Minutes from 1-8-25

**Attachments:** [CDC Minutes 1-8-25.pdf](#)

### 5. Public Hearing/Apearances

[25-0043](#) Community Development Block Grant (CDBG) Notice of Funding Available and Community Needs for the 2025 Program Year (4/1/25 - 3/31/26) (Associated with Action Item #25-0044)

**Attachments:** [Funding Available Community Needs Public Hearing Notice For 2-12-25 CDC.p](#)

### 6. Action Items

[25-0044](#) Request to approve the Preliminary 2025-2026PY (Program Year) Community Development Block Grant (CDBG) Community Partner Allocations as specified in the attached documents

**Attachments:** [CDBG External Allocations Advisory Board Prelim Rec Memo to CDC 2-12-25.p](#)  
[2025 CDBG Advisory Board Preliminary Award Allocation Recs From 1-28-25 M](#)  
[PY2025 CDBG Staff Evaluation Matrix.pdf](#)  
[Approved CDBG Policy 11-17-2021.pdf](#)  
[CDBG Funding History Last 10 Years.pdf](#)

[25-0013](#) Request to approve an extension of the completion date and minimum assessed value date to January 1, 2026 under the Development Agreement with Oshkosh Investment LLC and Lofgren Properties 6 LLC for improvements to the property located at 200 W. College Avenue (Tax Id #31-2-0263-00) (Chase Bank building) in Tax Increment Financing District No. 11 contingent on the dedication of a portion of parcel #31-2-0263-00 to the public

**Attachments:** [Chase Bank DA Extend Completion Date Memo to CDC 02-12-25.pdf](#)  
[Extension Request From Oshkosh Investment LLC 01-06-25.pdf](#)  
[Chase Bank DA Map.pdf](#)  
[200 W. College Avenue Chase Bank Bldg Dev Agreement Recorded.pdf](#)

[25-0045](#) Request to approve the creation and recordation of deed restrictions and covenants for Southpoint Commerce Park Plat No. 4 as described in the attached documents

**Attachments:** [Southpoint Plat No 4 Deed Restrictions Memo to CDC 2-12-25.pdf](#)  
[Deed Restrictions Southpoint Plat No 4 Marked Up Version 2-6-25.pdf](#)  
[Deed Restrictions Southpoint Plat No 4 Clean Version 2-6-25.pdf](#)

[25-0064](#) Request to approve entering into a cost reimbursement agreement with Thrivent Financial for Lutherans for an initial amount of \$100,000 to fund Tax Incremental District (TID) creation/fiscal consulting, engineering-related consulting and other City consulting services deemed necessary to facilitate the redevelopment of Thrivent's office campus located north of I-41 and west of Ballard Road (Associated with File #25-0046)

**Attachments:** [Thrivent TID Consultant Memo to CDC 2-12-25.pdf](#)  
[Thrivent - City Reimbursement Agreement - FINAL - 02-06-2025.pdf](#)

[25-0046](#) Request to award a contract to Ehlers in an amount of \$14,000 for Tax Incremental District (TID) creation services and further fiscal analysis services to be billed at \$325/hour, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans (Associated with File #25-0064)

**Attachments:** [Thrivent TID Consultant Memo to CDC 2-12-25.pdf](#)  
[Ehlers - Appleton TID Creation Cost Proposal.pdf](#)  
[Ehlers - Appleton TID Creation Proposal.pdf](#)

## 7. Information Items

[25-0014](#) Inspection Division Permit Summary Reports Ending 12-31-24 and 1-31-25

**Attachments:** [Inspections Permit Report December 2024.pdf](#)  
[Inspections Permit Report January 2025.pdf](#)

[25-0078](#) Upcoming Comprehensive/Sub Area Plans Community Workshop on March 18 from 4:00 - 7:00 pm at the Appleton Public Library, 200 N. Appleton Street, Mary Beth Nienhaus Community Meeting Room (upper level)

## 8. Adjournment

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

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

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



# City of Appleton

100 North Appleton Street  
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## Meeting Minutes - Final Community Development Committee

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Wednesday, January 8, 2025

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

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

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Hartzheim, Jones, Smith, Siebers and Wolff

*Others present:*

*Alderson Alex Schultz, District #9*

4. Approval of minutes from previous meeting

[24-1605](#)

CDC Minutes from 11-20-24

**Attachments:** [CDC Minutes 11-20-24.pdf](#)

Jones moved, seconded by Smith, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

**Aye:** 5 - Hartzheim, Jones, Smith, Siebers and Wolff

5. **Public Hearing/Apearances**

[24-1606](#)

Community Development Block Grant (CDBG) Notice of Funding Available and Community Needs for the 2025 Program Year (4/1/25 - 3/31/26) (Associated with Action Item #24-1607)

**Attachments:** [Funding Available Community Needs Public Hearing Notice For 1-8-25 CDC.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**

[24-1607](#)

Request to approve City Program Funding for 2025 Community Development Block Grant (CDBG) Funding as specified in the attached document

**Attachments:** [CDBG City Allocations Prelim Rec Memo to CDC 1-8-25.pdf](#)

Jones moved, seconded by Wolff, that the 2025 CDBG City program funding be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Hartzheim, Jones, Smith, Siebers and Wolff

## 7. Information Items

[24-1608](#)

Annual Updates to the Housing Affordability Report and the Housing Fee Report

**Attachments:** [StaffMemo\\_HousingAffordability&FeeReports2023\\_For01-08-25.pdf](#)  
[FINAL\\_Housing\\_Affordability\\_Report\\_2023.pdf](#)  
[FINAL\\_Fee\\_Report\\_2023.pdf](#)

This item was presented and discussed.

[24-1609](#)

Inspection Division Permit Summary Reports Ending 10-31-24 and 11-30-24

**Attachments:** [Inspections Permit Report October 2024.pdf](#)  
[Inspections Permit Report November 2024.pdf](#)

This item was presented.

[24-1610](#)

Neighbors in Action Workshop Update (f/k/a Neighborhood Leadership Academy)

**Attachments:** [Neighbors in Action Workshop Memo to CDC 1-8-25.pdf](#)

This item was presented and discussed.

## 8. Adjournment

Wolff moved, seconded by Jones, that the meeting be adjourned at 4:58 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Hartzheim, Jones, Smith, Siebers and Wolff

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

NOTICE IS HEREBY GIVEN that a public hearing will be held at a regularly scheduled Community Development Committee meeting on Wednesday, February 12, 2025, beginning at 4:30 p.m., or as soon thereafter as can be heard, in Council Chambers on the 6<sup>th</sup> Floor of Appleton City Hall, 100 N. Appleton Street, Appleton, WI 54911. The primary function of this hearing is to obtain citizen views on the use of the City's CDBG funds for external subrecipients for the 2025 program year. All persons interested are invited to attend this meeting and will be given an opportunity to be heard.

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

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

RUN: February 4, 2025



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Olivia Galyon, Community Development Specialist  
**Subject:** Approval of Preliminary CDBG Advisory Board Recommendations for External Applications for Community Development Block Grants (CDBG) for the 2025 Program Year

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Per City of Appleton Community Development Block Grant (CDBG) Policy, the CDBG Advisory Board creates funding recommendations for external CDBG applicants. The 2025 CDBG allocation process began in August 2024 with an initial phase of City core program allocations and a period for City Departments to apply for funding. Following those phases, the application process opened up to external applicants, with six (6) organizations requesting CDBG funding for 2025. One project was not eligible due to U.S. Department of Housing and Urban Development (HUD) restrictions on funding for certain categories of eligible CDBG activities.

An award estimate of \$588,232 was budgeted for the 2025 program year, based on allocation amounts in recent years. \$588,232 is only an estimate and is subject to change upon adoption of the Federal budget. The Advisory Board met in an open public meeting with opportunity for public comment on January 28, 2025. During this meeting, Advisory Board members discussed the applications and determined preliminary funding recommendations for each external applicant. Final award amounts may need to be adjusted and approved through a final approval process once the official CDBG allocation is received.

Community Development Committee is responsible for voting on City Department allocations and for voting on the external funding recommendations created by the CDBG Advisory Board. Prior to the convening of the Advisory Board, Community Development Committee approved allocations to six (6) City projects for a total amount allocated to City programs of \$443,232. The Advisory Board was responsible for reviewing external applications and recommending the allocation of the remaining \$145,000 for external projects. Community Development Committee is now responsible for discussion and voting on the preliminary funding recommendations.

Please note that funding for public services is capped at 15% of the municipality's annual CDBG allocation amount, estimated at \$88,232 for the 2025 program year. This amount was allocated to the City's Community Resource Navigator position, a staff position shared between the Health Department and Police Department. Additional funds for public service projects are unavailable for external applications. One received application was not eligible due to the public service cap.

Staff reviewed the applications for eligibility and compliance with CDBG regulations, and Advisory Board members reviewed and scored each eligible external application and provided a funding

recommendation. During the Advisory Board meeting, members discussed the aggregated funding recommendations and considered staff input and made adjustments as they saw fit. The Advisory Board's preliminary funding recommendations are as follows:

<b>2025 CDBG Advisory Board Preliminary Award Recommendations</b>		
<b>Applicant</b>	<b>Requested Amount</b>	<b>CDBG Advisory Board Preliminary Recommendation</b>
First 5 Fox Valley	\$75,000	<b>\$25,000</b>
Greater Fox Cities Area Habitat for Humanity	\$240,000	<b>\$50,000</b>
Pillars	\$36,500	<b>\$36,500</b>
Rebuilding Together Fox Valley	\$100,000	<b>\$33,500</b>
Wisconsin Women's Business Initiative Corporation (WWBIC)	\$30,000	<b>\$0</b>
<b>TOTALS:</b>	<b>\$481,500.00</b>	<b>\$145,000.00</b>

These are preliminary recommendations for funding. Once the official allocation is received from HUD, external allocations will be adjusted as needed on a proportional percentage basis, as approved by the Advisory Board members during their meeting. Final allocation amounts for all CDBG projects will be brought to Community Development Committee and Common Council for final approval.



## 2025 CDBG Award Allocations

Advisory Board Members ( *Preliminary Recommendation* )

HOUSING				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
Habitat for Humanity	88%	\$ 240,000.00	\$ 50,000.00	\$ 50,000.00
Rebuilding Together	92%	\$ 100,000.00	\$ 32,000.00	\$ 33,500.00
<b>HOUSING TOTAL:</b>		<b>\$ 340,000.00</b>	<b>\$ 82,000.00</b>	<b>\$ 83,500.00</b>
PUBLIC FACILITIES				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
First 5 Fox Valley	89%	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00
Pillars	86%	\$ 36,500.00	\$ 28,000.00	\$ 36,500.00
<b>PUBLIC FACILITIES TOTAL:</b>		<b>\$ 111,500.00</b>	<b>\$ 53,000.00</b>	<b>\$ 61,500.00</b>
ECONOMIC DEVELOPMENT				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
WWBIC	79%	\$ 30,000.00	\$ 10,000.00	-
<b>ECON DEVELOPMENT TOTAL:</b>		<b>\$ 30,000.00</b>	<b>\$ 10,000.00</b>	<b>-</b>
<b>TOTAL ALLOCATION:</b>		<b>\$ 481,500.00</b>	<b>\$ 145,000.00</b>	<b>\$ 145,000.00</b>



**\$145,000 MAXIMUM AVAILABLE**

**CDBG APPLICATION INFORMATION & STAFF EVALUATION MATRIX**

<b>Applicant</b>	<b>Request</b>	<b>Project Description</b>	<b>Nat'l Objective</b>	<b>Qualifying Activity</b>	<b>Matrix Code</b>	<b>High Priority Need Met (from Consolidated Plan)</b>	<b>Benefit/ Outcome</b>	<b>Budget/Funding</b>	<b>Administrative Capacity</b>	<b>Partial Award Acceptable?</b>	<b>Other Considerations</b>
Greater Fox Cities Habitat for Humanity	\$240,000	Acquisition of three properties to do full-house rehabilitation and sell them to qualified homebuyers.	LMI - Housing	Housing Acquisition	14G: Rehabilitation: Acquisition	Improve & Maintain Housing Stock	3 housing units rehabilitated/ acquired	\$240,000 - Property Acquisition	Extensive experience with CDBG grant	Yes	
First Five Fox Valley	\$75,000	Assistance in funding First 5 Fox Valley's Family Resource Center, in the historic Trout Museum at 111 W. College Ave. Project includes replacement of current doors with automatic electronic opening double doors for accessibility, add two new electronic doors, and replace a set of old windows that have leakage.	LMI - Area Benefit	Public Facilities and Improvements	03Z: Other Public Facilities	Public Facilities and Improvements	3500 households served, 1 business rehabilitated	\$65,000 - Equipment; \$5,000 - Consultants/ subcontractors; \$5,000 - other admin expenses	No experience with CDBG funds. Experience with ARPA funds with similar federal requirements	Yes	F5FV received \$750,000 in ARPA funds from City of Appleton and \$2 million in ARPA funds from Outagamie County. There is no restriction on receiving multiple types of federal grant assistance for one project.
Pillars, Inc.	\$36,500	Replacement of flooring in Pillars Adult Shelter (PAS). Current flooring is deteriorating and has become a tripping hazard and hygienic issue.	LMI - Limited Clientele	Public Facilities and Improvements	03C: Homeless Facilities	Public Facilities and Improvements	300 individuals using the shelter space yearly	\$32,000 - Consultants/ subcontractors; \$4,500 - Rent for space	Extensive experience with CDBG grant	Yes	
Rebuilding Together Fox Valley	\$100,000	Provide Safe and Healthy Housing, which focuses on improving the physical conditions, quality of life, and health and safety of vulnerable residents.	LMI - Housing	Housing Rehabilitation	14A: Rehabilitation: Single-Unit Residential	Rehabilitation of 10 units	10 households served	\$10,000 - Personnel (salaries & fringes) \$70,000 - Consultants/ subcontractor \$15,000 - supplies and materials \$5,000 - construction	Extensive experience with CDBG grant	Yes	
WWBIC	\$30,000	Provide business training and counseling to 15 current or potential micro-entrepreneurs; 8 of whom will be low-to-moderate income. This project will create 1 FTE job and retain 1 FTE job, with both jobs available to or held by LMI persons.	LMI- Jobs	Jobs	18C - Economic Development: Microenterprise Assistance	Economic Development	15 individuals assisted, 8 LMI; 1 job created, 1 job retained	\$30,000 - Personnel (salaries & fringes)	CDBG experience for multiple years; extensive grant experience	Yes	
<b>TOTAL REQUESTED</b>	<b>\$481,500</b>										
Estimated amount available to community partners: \$145,000											
NOTE: Funding for 2025 Public Services has been allocated to a joint Appleton Health/PD project. We are not expected to have additional public services dollars available to subrecipients during the 2025 program year.											



# City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT



## Community Development Block Grant (CDBG) Policy

Adopted 9/8/2008

Amended 5/24/2010, 10/3/2012, 12/19/2012, 7/15/2015, 10/21/2020, 11/17/2021

### I. PURPOSE

To outline the following aspects of the local Community Development Block Grant (CDBG) Program: a) elements to which the City of Appleton must adhere in order to comply with federal regulations; b) locally-established guidelines; and c) priorities for subrecipient and City Program activity.

### II. POLICY

The federal CDBG program was established with the passage of the Housing and Community Development Act of 1974. CDBG funds are distributed to eligible governmental units in two forms:

- (1). Entitlement grants directly to cities and counties, and;
- (2). State grants, which involve annual competitions for non-entitlement communities.

Since 1975, the City of Appleton has received CDBG funds as an entitlement community. The amount of CDBG funds received each year varies based on the appropriation approved by the U.S. Congress and the number of governmental units eligible to participate. While the federal fiscal year operates from October 1 to September 30, the City selected April 1 to March 31 as its CDBG fiscal year. This selection was made as the federal government generally does not release the aforementioned funds until springtime. Federal oversight lies within the U.S. Department of Housing & Urban Development (HUD).

### III. FEDERAL REGULATIONS

*The citation reference from Title 24 Part 570 – Community Development Block Grants can be found in parentheses next to each heading below. Please view that section for more information on the respective item. This Policy will be revised periodically as required to fulfill related Federal, State, and/or local funding requirements.*

#### A. Federal Eligibility (24 CFR 570.201)

CDBG funds may be used for the following basic eligible activities:

- |                                     |  |
|-------------------------------------|--|
| (1). Acquisition                    | (11). Housing Services                             |
| (2). Disposition                    | (12). Privately-Owned Utilities                    |
| (3). Public Facilities/Improvements | (13). Homeownership Assistance                     |
| (4). Clearance/Remediation          | (14). Economic Development Assistance              |
| (5). Public Services                | (15). Technical Assistance                         |
| (6). Interim Assistance             | (16). Institutions of Higher Education             |
| (7). Payment of Non-Federal Share   | (17). Rehabilitation/Preservation (24 CFR 570.202) |
| (8). Urban Renewal Completion       | (18). Planning (24 CFR 570.205)                    |
| (9). Relocation                     | (19). Administration (24 CFR 570.206)              |
| (10). Loss of Rental Income         |  |

#### B. Ineligible Activities (24 CFR 570.207)

The following activities may not be assisted with CDBG funds:

- (1). Buildings (or portions thereof) for the General Conduct of Government
- (2). General Government Expenses
- (3). Political Activities



**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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The following activities are not eligible for CDBG funding, but may be allowed under certain circumstances:

- |                                     |                               |
|-------------------------------------|-------------------------------|
| (1). Purchase of Equipment          | (3). New Housing Construction |
| (2). Operating/Maintenance Expenses | (4). Income Payments          |

**C. Special Economic Development Projects (24 CFR 570.203)**

CDBG funds may be used for special economic development activities in addition to other activities. Special economic development activities include:

- (1). Acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements
- (2). Assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project
- (3). Economic development services, including, but not limited to, outreach efforts; screening of applicants; reviewing/underwriting applications; preparation of all necessary agreements; management of activities; and the screening, referral, and placement of applicants for employment

**D. National Objectives (24 CFR 570.208)**

In order to qualify for funding, activities must meet one of three CDBG national objectives:

- (1). Low & Moderate Income (LMI) Benefit
  - a. Area Benefit: activities available for the benefit of all the residents in a particular area, where at least 51 percent of those residents are LMI persons.
  - b. Limited Clientele: activities benefiting a specific group (i.e. abused children, elderly persons, battered spouses), at least 51 percent of whom are LMI persons.
  - c. Housing: activities carried out for the purpose of providing or improving permanent residential structures that, upon completion, will be occupied by LMI households.
  - d. Job Creation/Retention: activities designed to create or retain permanent jobs where at least 51 percent of the jobs involve the employment of LMI persons.
- (2). Slum & Blight Removal
  - a. Area Basis: activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination that are located in a designated area of distress, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.
  - b. Spot Basis: activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination at specific sites not located in designated blighted areas, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.
- (3). Urgent Need
  - a. Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community; this objective may only be used if the community cannot finance necessary activities with other sources.



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**E. Categorical Limits**

- (1). At least 70 percent of CDBG funds utilized during three consecutive program years, as specified by the grantee, must be expended for LMI benefit; the costs of planning and program administration are excluded from this calculation. (24 CFR 570.200(a)(3))
- (2). The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the total entitlement grant for that program year, plus 15 percent of the program income received during the preceding program year. (24 CFR 570.201(e)(1))
- (3). The amount of CDBG funds obligated for planning and administration activities in each program year may not exceed 20 percent of the total entitlement grant for that program year plus the program income received during that program year. (24 CFR 570.200(g))

**F. Program Income (24 CFR 570.426)**

The City may reuse any revenue generated from projects undertaken with CDBG funding towards other eligible activities within the entitlement community. Furthermore, any program income earned by a subrecipient or City Program may be retained by the subrecipient or City Program provided the income is treated as additional CDBG funds and thus subject to all applicable federal and local requirements.

As defined in 24CFR Part 570.500, program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by subrecipients with CDBG funds, less costs incidental to generation of the income;
- Gross income from the use or rental of real property, owned by subrecipients that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds, except as provided in 24CFR 570.500(a)(3); and
- Interest earned on program income pending its disposition.

Program income must be tracked in a chart of accounts, using a segregated account for managing sources and uses. By the 15<sup>th</sup> day of the month following the end of the quarter, the City's Finance Department will review each transaction that generated program income and the subsequent transaction for which program income was applied. The program income will then be entered into the City's Chart of Accounts so that it is reflected in the general ledger, as well as receipting the program income in IDIS so that draws can be made against the balance accordingly. The City maintains the discretion to enter program income more frequently as deemed necessary.

CDBG regulations require that, at the end of each program year (March 31), the City of Appleton must determine whether there is excess program income on hand, and return any excess to the line of credit.

**G. Fair Housing (24 CFR 570.601)**

The Secretary of HUD requires that:

- (1). Grantees must administer all activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. (Public Law 90-284)
- (2). Entitlement communities shall conduct an Analysis of Impediments to Fair Housing Choice every five years, take action to overcome the effects of the identified impediments and maintain records



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reflecting the analysis and related actions taken.

### H. Environmental Review Procedures (24 CFR 570.604)

The environmental review procedures outlined in 24 CFR part 58 must be completed for each CDBG subrecipient and City Program activity, as applicable.

### I. Faith-Based Activities (24 CFR 570.200)

Religious or faith-based organizations are eligible to participate in the CDBG program. Local government representatives and CDBG program administrators shall not discriminate against an organization on the basis of its religious affiliation.

### J. Submission Requirements (24 CFR 570.302)

CDBG entitlement communities must submit the following documents:

- (1). Action Plan → annually
- (2). Consolidated Annual Performance and Evaluation Report (CAPER) → annually
- (3). Consolidated Plan → every three to five years, as chosen by the entitlement community

Creation of these documents must follow HUD requirements for content and citizen participation (see the City of Appleton CDBG Citizen Participation Plan).

### K. Location of Activities (24 CFR 570.309)

CDBG funds may be awarded to an activity outside the jurisdiction of the entitlement community only if it can be determined that the activity directly benefits the entitlement community's residents. Documentation of these benefits must be provided before CDBG funds are awarded for the activity.

### L. Conflict of Interest (24 CFR 570.611)

No persons affiliated with the entitlement community (including subrecipients and City Programs) who exercise or have exercised any responsibilities with respect to CDBG programming, or who are in a position to participate in a decision-making process, may obtain a financial interest or benefit from a CDBG-assisted activity (including subcontracts), either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

## IV. LOCAL PROGRAM GUIDELINES

### A. Program Oversight

The Community and Economic Development Committee (CEDC) – composed of five aldermen appointed by the Mayor – serves as the jurisdiction for Common Council oversight of the CDBG Program. Local financial oversight lies with the City of Appleton Finance Department. Local administrative/programmatic oversight lies with the City of Appleton Community and Economic Development Department (CEDD).

### B. Consolidated Plan Submission

The City of Appleton has elected to submit a Consolidated Plan to HUD every five years. The Citizen Participation Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, which will begin approximately one year before the required submittal date.

### C. Definitions

- Subrecipient – an entity charged with implementation of one or more activities funded with Appleton CDBG dollars



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- community partner subrecipient – local agencies awarded CDBG-funding to implement an eligible activity via a competitive application process
- public services subrecipient – local agencies awarded CDBG-funding to implement an eligible public service activity via a competitive application process
- Adjusted award – the amount of CDBG funds available to City Programs and subrecipients after administration, fair housing, and audit allocations are deducted

### **D. Local Categorical Limits**

The following limits expand upon federal categorical limits associated with the CDBG program:

- (1). At least 70 percent of CDBG funds utilized over three program years must be expended for LMI benefit; this excludes planning/CDBG administration activities.
- (2). The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the adjusted award for that year unless otherwise specified under the pertinent Federal regulation or applicable waivers to prevent the spread of infectious disease and mitigate economic impacts caused by infectious disease.
- (3). The amount of CDBG funds obligated for planning/CDBG administration activities in each program year may not exceed 20 percent of the total entitlement grant for that year.
- (4). Any single award will not be less than \$10,000.

### **E. Audit Requirements**

Section 2 Part 200 of the Code of Federal Regulations and the State Single Audit Guidelines require major state programs and federal programs to complete a single audit. The necessary amount for fulfilling these requirements will be identified by the Finance Department and the City's independent auditors. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **F. Fair Housing Services**

In keeping with the spirit of federal fair housing requirements, an annual allocation for fair housing services will be approved. This activity will be reported as an administrative expense, which claims no benefit. The City of Appleton will utilize the award to contract with an independent entity qualified to provide residents with a variety of fair housing services. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **G. Program Administration**

HUD requires entitlement communities to provide for efficient and adequate administration of CDBG programming. Administration costs may only include: salary/fringe, necessary training/travel, supplies and telephone/postage, in addition to fair housing services and audit costs. The necessary amount for fulfilling this requirement will be identified by the Community and Economic Development and Finance Departments. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **H. Annual Allocation of CDBG Funding**

The City of Appleton's Program Year begins April 1 and concludes March 31 of the following year. Each program year, administration, audit and fair housing costs, along with adequate funding for the Homeowner Rehabilitation Loan Program, the Neighborhood Program and Appleton Housing Authority will be subtracted from the annual entitlement award amount to determine the adjusted award. The adjusted award will first be available to City of Appleton Departments/Programs/component units that wish to undertake



## City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT



projects. After the City allocation process is complete, any remaining funds may be allocated to community partner applicants.

### **I. City Allocation Process**

Each year adequate funding will be allocated through the City Budget process to the following: Homeowner Rehabilitation Loan Program, Neighborhood Program, Administration Costs and Appleton Housing Authority. Then, other City of Appleton Departments will have the opportunity to submit an application for CDBG funding. The application will include information relating to goals, outputs, budget/financing, detailed activity descriptions, capacity and performance. CEDD staff, per HUD rules and regulations, will perform an administrative review of each plan to ensure that:

1. Proposed activities are included within the listing of eligible activities (24 CFR 570.201)
2. Proposed activities do not fall within a category of explicitly ineligible activities (24 CFR 570.207)
3. Proposed activities will meet one of the national objectives of the program (24 CFR 570.200)
4. Proposed activities will address priority needs as identified in the Consolidated Plan

Upon completion of the administrative review, the plans will be presented to the CEDC. CEDC will also review the submitted plans to ensure the proposed activities meet the four standards listed above and allocate adequate funds for each plan. CEDC's recommendation will then be presented to the Common Council for approval.

### **J. Community Partner Subrecipient Allocation Process**

The community partner application process will begin after allocations for City applications have been approved, and end with recommended allocations being announced after Council approval. Applications will be made available for approximately one month and should be submitted to the CEDD. All applications must be received by the announced deadline; no exceptions will be made. CEDD staff will perform an administrative review of each proposal, per HUD rules and regulations, to ensure the four standards listed under letter E. above, will be met if proposed activities are funded.

Upon completion of the administrative review, the proposals will be presented to the CDBG Advisory Board which will review and make funding recommendations for each proposal. This Board will consist of the following members:

1. Mayor
2. Common Council President
3. Chairperson of the Community and Economic Development Committee or committee designee
4. Chairperson of the Appleton Redevelopment Authority or committee designee
5. Representative from an Experienced Outside Funding Agency – on a rotating basis (i.e. United Way, Community Foundation, JJ Keller Foundation, U.S. Oil Basic Needs Partnership)
6. Citizen member from the City Plan Commission

CEDD staff will supply the Board with applications and all appropriate guidelines along with a summary of each proposal, and an explanation of the proposal score sheet. Board members are asked to allocate funding among the applicants and return their allocations to CEDD staff who will compile all results and present allocation recommendations at a Board meeting during which allocation amounts will be finalized. In completing their funding recommendation, the Board will utilize an estimated CDBG entitlement award dollar amount, which will be calculated based on past awards and any available information on HUD's





**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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future funding strategies. Funding recommendations from this Board will be presented as an Action Item to the CEDC. CEDC's recommendation will then be presented to the Common Council for final approval.

During efforts to prevent the spread of infectious disease and mitigate economic impacts caused by infectious disease, the community partner subrecipient allocation process will be waived. Final approval of allocations and projects will be presented to Common Council, subsequent to the completion of the required public comment period.

**K. Estimated vs. Actual Entitlement Award**

If there is a differential between the estimated award and the actual award, the CDBG Advisory Board will be consulted and their recommendations will be presented to CEDC and Council for approval.

**L. Subrecipient Agreement/Letter of Understanding/Training Session**

Community partner subrecipients of CDBG funds must enter into a subrecipient agreement with the City of Appleton. This subrecipient agreement serves as a formal contract addressing the various policies outlined in this document, in addition to contract amount/term, reimbursement requests, accomplishment reporting, monitoring, financial management guidelines, conflict of interest, and additional federal standards, including lead-based paint regulations and the Davis Bacon Act. Furthermore, each City Program receiving CDBG funds must sign a Letter of Understanding (LOU) indicating an understanding of the items above. To ensure all parties understand the requirements of their agreement or LOU, a mandatory training session will be held with new subrecipients before funds are released. Technical assistance from staff will be available to all subrecipients throughout the program year.

**M. Statement of Work**

All subrecipients and City Programs shall submit a concise Statement of Work that illustrates an implementation plan for their CDBG activity. This Statement, which will be attached to the subrecipient agreement/LOU includes: national objective claimed, activity descriptions, intended beneficiaries (number and type), detailed budget and location(s) of program-related activity.

**N. Report Submissions**

All subrecipients and City Programs are required to submit a report of their accomplishments with each payment request during the program year when applicable, as well as an Annual Report by April 15th, which is a comprehensive report covering the agreed upon objectives, activities and expenditures for the entire contract period. If said reports are not attached to payment requests when required, payments will be withheld until the report is submitted.

**O. Change of Use**

If a subrecipient or City Program wishes to utilize funds for an activity not identified on their original application, they are required to submit a detailed letter to the CEDD explaining the reasoning for and amount of the proposed change and a public comment period may be held per the Citizen Participation Plan.

**P. Displacement/Relocation**

Due to the potential liability for long-term assistance and burdens placed on affected tenants, the City of Appleton will avoid funding CDBG projects that involve permanent residential displacement or business relocation unless displacement/relocation prove to be the only means available to correct a public health/safety hazard or other critical condition.



## City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT

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**Q. Procurement**

The City of Appleton Procurement Policy applies to all CDBG activities, including both City Programs and subrecipients that involve the purchase of equipment, materials, supplies and/or services. A copy of this policy will be distributed to all subrecipients.

**R. Audits**

All subrecipients are required to submit one copy of their audited financial statement immediately following the end of their fiscal year during which CDBG funds are received, unless an alternate arrangement has been made with the City of Appleton Finance Department. CDBG applications may include audit costs as a reimbursable expense.

**S. Disputes**

Any dispute concerning a question of fact arising under a subrecipient program or City Program shall be resolved by CEDD staff, who shall relay his/her decision in writing to the subrecipient or City Program, in addition to furnishing a copy to the Mayor and the CEDC. The decision of CEDD staff shall be final and conclusive unless the subrecipient or City Program furnishes a written appeal to the CEDC within ten days of the date of receipt of such copy. The decision of the CEDC in such appeals shall be final and conclusive unless appealed to a court of competent jurisdiction within 30 days of receipt of the CEDC's decision.

**T. Unspent Grant Funds**

Any uncommitted CDBG funds remaining at the end of the program year will be reprogrammed for use in the subsequent program year. The subrecipient shall submit a carryover request, including both documentation of plans for expending funds and a timeline for the expenditure, to CEDD staff by April 15. If any unspent grant funds remain after September 30, CEDD staff will meet with the subrecipient to determine if further action needs to be taken to expedite the expenditure of funds.

**U. Termination**

If the subrecipient or City Program fails to fulfill, in timely and proper manner, its obligations under the Statement of Work, or if they violate any stipulations contained within the subrecipient agreement/LOU, the City has the right to terminate funding of their program. Written notice will be delivered at least 30 days before the termination.

**V. Examination of Records/Monitoring**

The policy of the City of Appleton is to monitor its subrecipients in a manner consistent with the requirements of 24 CFR 570.2, 2 CFR 200.328, and 2 CFR 200.331(d). The subrecipient and City Program shall maintain records (including books, documentation and other evidence) pertaining to the costs of carrying out their activity to the extent of detail that will adequately reflect net costs, direct and indirect labor, materials, equipment, supplies/services, and other expenses. Authorized representatives of the City or HUD shall have access to subrecipient and City Program records at reasonable times of the business day for inspection, audit or reproduction. Subrecipients and City Programs must make these records available throughout the program year and four years after it expires. Furthermore, CEDD staff may schedule monitoring visits with the subrecipient to evaluate the progress/performance of the program and provide technical assistance. The City of Appleton's Grant Administration Procedures manual should be referenced for further guidance on subrecipient tracking and monitoring requirements.



**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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**W. Financial Management Systems**

Subrecipients and City Programs must employ financial management systems that are capable of generating regular financial status reports indicating the dollar amount allocated (including budget revisions), amount obligated, and amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate/trace every CDBG dollar received.

**X. Payment Requests**

Community partner subrecipients and City Programs will submit requests for payment with attached supporting documentation to the CEDD. Payment requests shall be allowed on a reimbursement basis (i.e. only after expenditures have been incurred) and shall be reviewed to ensure the expenditures are in conformity with the use of funds as described in the Statement of Work. If source documentation is deemed inadequate by Staff, all payments will be withheld until all required documents have been submitted. Payment requests received and approved will be processed and a check issued in accordance with the City of Appleton Finance Department weekly pay cycle. All payment requests must contain an original signature.

**Y. Program Income**

Any program income (as defined under applicable federal regulations) gained from any activity of the subrecipient may be retained by the subrecipient or City Program provided the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds. Anticipated program income must be documented and described in the subrecipient or City Program proposal/application. Furthermore, any and all program income received must be reported to the City of Appleton's Community and Economic Development and Finance Departments, unless otherwise specified in this contract.

**Z. CDBG Activity Promotion**

All subrecipients and City Programs are required to participate in promotion of the City of Appleton CDBG Program. Expectations will be outlined by staff at the beginning of the program year and may include, but are not limited to:

- Inclusion of the Appleton/CDBG logo in materials/at project sites
- Mentorship of a subrecipient new to the CDBG Program
- Participation in a CDBG Open House to showcase grant activities

**V. APPLICATION/PROPOSAL EVALUATION CRITERIA**

**A. General**

In order to receive CDBG funding, subrecipient and City Programs must meet a priority need, as identified in the Five-Year Consolidated Plan. Additional preference, however, will be given to CDBG applicant activities that meet one or more of the following criteria:

- (1). Seek a one-time use of CDBG funding
- (2). Benefit residents of LMI census tracts (population at least 46.7 percent LMI)
- (3). Will result in additional housing units being placed on the tax roll
- (4). Demonstrate secured complementary sources of funding (i.e. leverage) and/or strong efforts to solicit and secure complementary funding.
- (5). Serve special needs populations, including, but not limited to:
  - a. Elderly/frail elderly
  - b. Persons with disabilities (developmental and physical)



**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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- c. Persons with HIV/AIDS and their families
- d. Persons seeking solutions to alcohol and drug addiction

**B. Public Services (subject to 15 percent cap)**

Preference will be given to Public Service CDBG applicants whose activities meet one or more of the following criteria:

- (1). Program service costs – one time use
- (2). Administrative expenses – one time use
- (3). Program service costs – continual use
- (4). Administrative expenses – continual use



## City of Appleton CDBG FUNDING HISTORY 2015-2024

GRANTEE	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Appleton Housing Authority	\$ 50,000.00	\$ -	\$ 41,170.00	\$ 37,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000	\$ 60,000
Appleton Police Department (Summer of Service)	\$ -	\$ -	\$ -	\$ 72,051.06	Declined	\$ 63,995.48	\$ 51,847.71			
Boys & Girls Club	\$ -	\$ 19,640.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG Administration	\$ 75,000.00	\$ 58,829.00	\$ 58,479.00	\$ 57,433.00	\$ 80,504.00	\$ 25,172.00	\$ 49,432.05	\$ 46,229.00	\$ 20,375	\$ 20,000
City of Appleton Affordable Housing Project		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -
City of Appleton Home Rehabilitation Program	\$ -	\$ 45,000.00	\$ 120,000.00	\$ 29,892.00	\$ 77,694.00	\$ 75,851.00	\$ 115,000.00	\$ 81,222.00	\$ 158,651	\$ 175,000
City of Appleton Neighborhood Revitalization	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000	\$ 40,000
City of Appleton Community Resource Navigator	\$ 88,575.00									
Fair Housing Services	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,471.24	\$ 25,000.00	\$ 25,000	\$ 22,000
Fox Valley Warming Shelter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 15,000
Habitat for Humanity	\$ 139,150.00	\$ 213,759.00	\$ 120,000.00	\$ 147,000.00	\$ 125,000.00	\$ 58,577.20	\$ -	\$ -	\$ 96,000	\$ 77,242
Harbor House	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 14,152.32	\$ 19,421.47	\$ 15,000.00	\$ 22,383.50	\$ 24,000
Pillars (Homeless Connections)	\$ 56,000.00	\$ 12,453.00	\$ -	\$ 27,185.00	\$ 75,000.00	\$ -	\$ -	\$ 14,200.00	\$ 16,758.50	\$ 15,000
Pillars (Housing Partnership of the Fox Cities)	\$ -	\$ -	\$ -	\$ -	\$ 28,260.08	\$ 100,000.00	\$ 25,000.00	\$ -	\$ 55,000	\$ 31,000
LEAVEN	\$ -	\$ 27,453.00	\$ 30,000.00	\$ 16,632.94	\$ 45,019.83	\$ 10,000.00	\$ 17,823.77	\$ 15,000.00	\$ 16,758.50	\$ -
NAMI	\$ -	\$ -	\$ -	\$ -	\$ 62,334.00	\$ 49,904.00	\$ -	\$ 10,000.00	Declined	\$ -
Rebuilding Together	\$ 70,630.00	\$ 125,373.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 19,156.76	\$ -	\$ -	\$ 20,000
Salvation Army/Project Home	\$ 30,625.00	\$ 12,453.00	\$ -	\$ -	\$ 28,260.09	\$ -	\$ -	\$ 22,173.00	\$ -	\$ -
STEP Industries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 24,398.50	\$ 24,571
The Mooring Programs, Inc	\$ -	\$ -	\$ 66,231.00	\$ 39,343.00	\$ 70,000.00	\$ -	\$ 85,800.00	\$ 36,213.00	\$ -	\$ -
Thompson Community Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
WWBIC	\$ 15,524.00	\$ 19,259.00	\$ -	\$ 68,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CDBG FUNDS DISTRIBUTED</b>	<b>\$ 590,504.00</b>	<b>\$ 559,219.76</b>	<b>\$ 565,880.00</b>	<b>\$ 619,567.00</b>	<b>\$ 792,072.00</b>	<b>\$ 587,652.00</b>	<b>\$ 593,953.00</b>	<b>\$ 550,037.00</b>	<b>\$ 535,325</b>	<b>\$ 523,813</b>
<b>TOTAL CDBG ENTITLEMENT AWARD</b>	<b>\$ 590,504.00</b>	<b>\$ 573,201.00</b>	<b>\$ 565,880.00</b>	<b>\$ 619,567.00</b>	<b>\$ 592,072.00</b>	<b>\$ 587,652.00</b>	<b>\$ 593,953.00</b>	<b>\$ 550,037.00</b>	<b>\$ 535,325</b>	<b>\$ 523,813</b>
<b>*TOTAL REPROGRAMMED/OTHER FUNDS</b>		<b>\$ 28,981.24</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>AWARD CHANGE FROM PRIOR YEAR</b>	3%	1%	-9%	5%	1%	-1%	8%	3%	2%	#REF!

**\*REPROGRAMMED/OTHER FUNDS:**

2007 = \$10,000 from 2005 reprogrammed to the Housing Partnership in 2007

2008 = \$161,900 from 2007 program reprogrammed via an increase to each subrecipient in 2008

2010 = (\$2,067) unallocated in 2009 due to increase in final award amount upon contract receipt

2010 = \$2,067 unallocated in 2009 and \$2,105 from 2009 reprogrammed via an increase to each subrecipient in 2010



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Extension of Terms to the TIF #11 Development Agreement Between Oshkosh Investment, LLC and the City of Appleton

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## GENERAL INFORMATION

**Applicant:** David Baehr

**Owner:** Lofgren Properties 6, LLC and Oshkosh Investment LLC (Developer)

**Address/Parcel Number:** 200 W. College Avenue (Parcel Id #31-2-0263-00)

**Request:** Applicant is requesting to extend the Development Agreement Terms: Extending the minimum assessed value date from January 1, 2025 to January 1, 2026.

**Community Development Committee Meeting Date:** February 12, 2025

**Common Council Meeting Date:** February 19, 2025

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## PROJECT DETAILS

**Project Summary:** The property was purchased in 2022 by the current owner, and a development agreement was approved on January 18, 2023 for the creation of one floor lower-level entertainment area, one floor of commercial/retail space, and two floors consisting of approximately twenty-four (24) market rate living units. Since acquisition, Developer has secured a lease with Chase Bank for a portion of the first floor and recently secured a tenant for the remainder of the first floor. It is a brew pub. Construction continues on the upper floor residential units.

The development agreement calls for completion of the project by December 31, 2024 and a minimum assessed value of \$6,000,000 on January 1, 2025. Please find a letter attached from the applicant requesting that the extension to the minimum assessed value date (January 1, 2025) be extended one (1) year to January 1, 2026. The letter explains previous delays in construction and the ongoing progress being made on the upper floor residential units and first-floor commercial tenant space.

Additionally, the City and Developer have agreed to the dedication of part of parcel #31-2-0263-00. As shown on the attached map, a small portion of this property functions like an alley but is not currently dedicated as public right-of-way. It would be in the public's best interest that this portion of the alley be dedicated to the public for continuity and traffic reasons. Action on the public dedication will appear at future Plan Commission and Common Council meetings, once the appropriate survey documents have been prepared.

## **RECOMMENDATION**

An extension of the completion date and minimum assessed value date to January 1, 2026, under the Development Agreement between the City of Appleton and Oshkosh Investment, LLC for Tax Id #31-2-0263-00 **BE APPROVED** contingent on the dedication of a portion of parcel #31-2-0263-00 to the public.

January 6<sup>th</sup>, 2025

Lily Paul  
Economic Development Specialist  
City of Appleton, Community Development Dept.  
100 N. Appleton Street  
Appleton, WI 54911

Re: 200 W College Ave, Appleton, WI

Ms. Paul,

Thank you for your assistance with our project at 200 W College Ave.

I am respectfully requesting an extension on the start date of the Development Agreement from January 1<sup>st</sup>, 2025, to January 1<sup>st</sup>, 2026.

Completion of the apartments is scheduled for June. We hoped to be completed already but have run into some delays with gaining access to the Chase Bank space for the necessary sprinkler, electric and plumbing work. In addition, our electrical switch gear has been delayed. We knew this would be a hurdle and ordered the gear approximately 12 months ago. The latest update is that we should receive this in March.

On the positive side, we are ready for MEP inspection on the entire 2nd floor, except for the work that is requiring access to the Chase Bank space. This work is anticipated to occur the week of January 13<sup>th</sup>. Pending MEP Inspection approval, the drywall crews plan to start on January 20th and take approximately 3 weeks to complete.

On the third floor, the new stairwells are installed connecting the 3<sup>rd</sup> and 4<sup>th</sup> floors for the Penthouse units and framing is nearly completed. The subcontractors are planning to be ready for MEP inspection on February 17th, drywall will take a similar amount of time following inspection approval.

Finally, we have secured a main level tenant! The business name will be Vault 202 Brewery and Taphouse. They will occupy the remaining space on the main level and 3,000 sq. ft on the vault level. They plan to use the vault as a tasting room and open mid-2025.

Sincerely,

David Baehr  
Managing Member  
Oshkosh Investment LLC

Mobile: 608-213-6686  
Office: 608-834-2613  
Fax: 608-834-2620

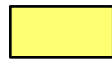
202 W Main Street  
Sun Prairie, WI 53590



# 200 W College Ave (Chase Bank) Development Agreement



2-0263



to be dedicated to the public

W WASHINGTON ST

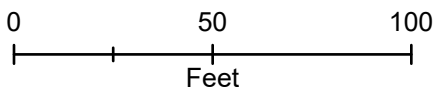
W JOHNSTON ST

N APPLETON ST

W CITY CENTER ST

2-0263

W COLLEGE AV

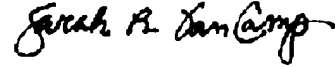


**TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT**

APPLETON PLAT 2WD E12 FT OF S150.17FT OF LOT 7 &  
LOT 8 LESS N16FT OF W36FT BLK 26 200-0 4 W  
COLLEGE AV, CITY OF APPLETON, OUTAGAMIE  
COUNTY, WISCONSIN

200 WEST COLLEGE AVENUE

Document #: **2287676**  
Date: **02-10-2023** Time: **10:06 AM**  
Pages: **16** 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 No. 31-2-0263-00

## TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 10 day of February, 2023, by and among Oshkosh Investment LLC, a Wisconsin limited liability company and Lofgren Properties 6 LLC, a Wisconsin 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 the real property located 200 West College Avenue, (Parcel 31-2-0263-00) 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 an approximately one floor lower level entertainment area, one floor of commercial/retail space and two floors consisting of approximately twenty-four (24) market rate living units offering efficiency, one, and two bedrooms with approximate square footage ranging from 448 to 1,791 per unit (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 18, 2023 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 Two Million One Hundred Five Thousand Seven Hundred Dollars (\$2,105,700). The Developer estimates the project will create up to an additional Four Million, Forty-four Thousand Three Hundred Dollars (\$4,044,300) 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's Project 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.

1.2 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.

1.3 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.

1.4 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.

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) \$745,185 or ii) 18.43% 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 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2

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) six percent (6%).

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 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; 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 December 31, 2024 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.

4.1.2 The Property's assessed value is no less than Six Million Dollars (\$6,000,000) on or after January 1, 2025.

4.2 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:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 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  
Attention: 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:

Oshkosh Investment LLC and  
Lofgren Properties 6 LLC  
202 West Main Street  
Sun Prairie, WI 53590

ARTICLE VII  
ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

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.

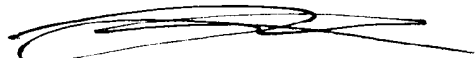
9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other 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:

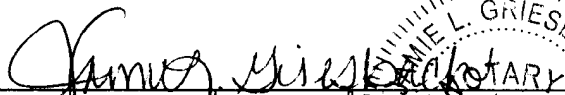
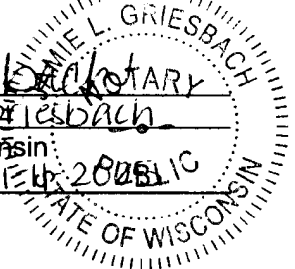
By:   
Jacob A. Woodford, Mayor

ATTEST:

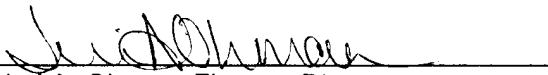
By:   
Kami L. Lynch, City Clerk

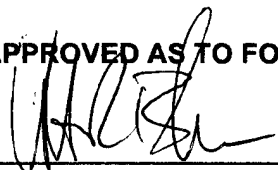
STATE OF WISCONSIN     )  
  : ss.  
OUTAGAMIE COUNTY     )

Personally came before me this 16 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: JAMEL GRIESBACH  
Notary Public, State of Wisconsin  
My commission expires: FEB 2025  


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

  
Jeri A. Ohman, Finance Director

**APPROVED AS TO FORM:**  
  
Christopher R. Behrens, City Attorney  
Dated: January 4, 2023  
By: Christopher R. Behrens  
City Law A22-1046

DEVELOPER:

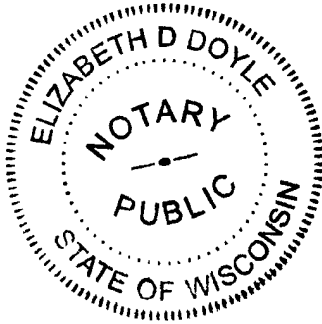
Oshkosh Investment LLC

By: *David Baehr*  
 Printed Name: David Baehr  
 Title: Managing member

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

STATE OF Wisconsin )  
 : ss.  
Dane COUNTY )

Personally came, before me this 30 day of January, 2023,  
David Baehr and \_\_\_\_\_ 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.



*Elizabeth D Doyle*  
 Printed Name: Elizabeth D Doyle  
 Notary Public, State of Wisconsin  
 My commission is/expires: 10-23-25

DEVELOPER:

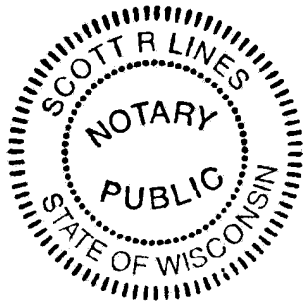
Lofgren Properties 6 LLC

By: Rich Lofgren  
Printed Name: Rich Lofgren  
Title: owner

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

STATE OF WISCONSIN  
: ss.  
Dane COUNTY)

Personally came, before me this 24 day of Jan, <sup>2023</sup> ~~2021~~,  
Rich Lofgren and \_\_\_\_\_ 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.



Scott R. Lines  
Printed Name: Scott R. Lines  
Notary Public, State of WISCONSIN  
My commission is/expires: 3-4-23

## SCHEDULE OF EXHIBITS

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

**EXHIBIT A**

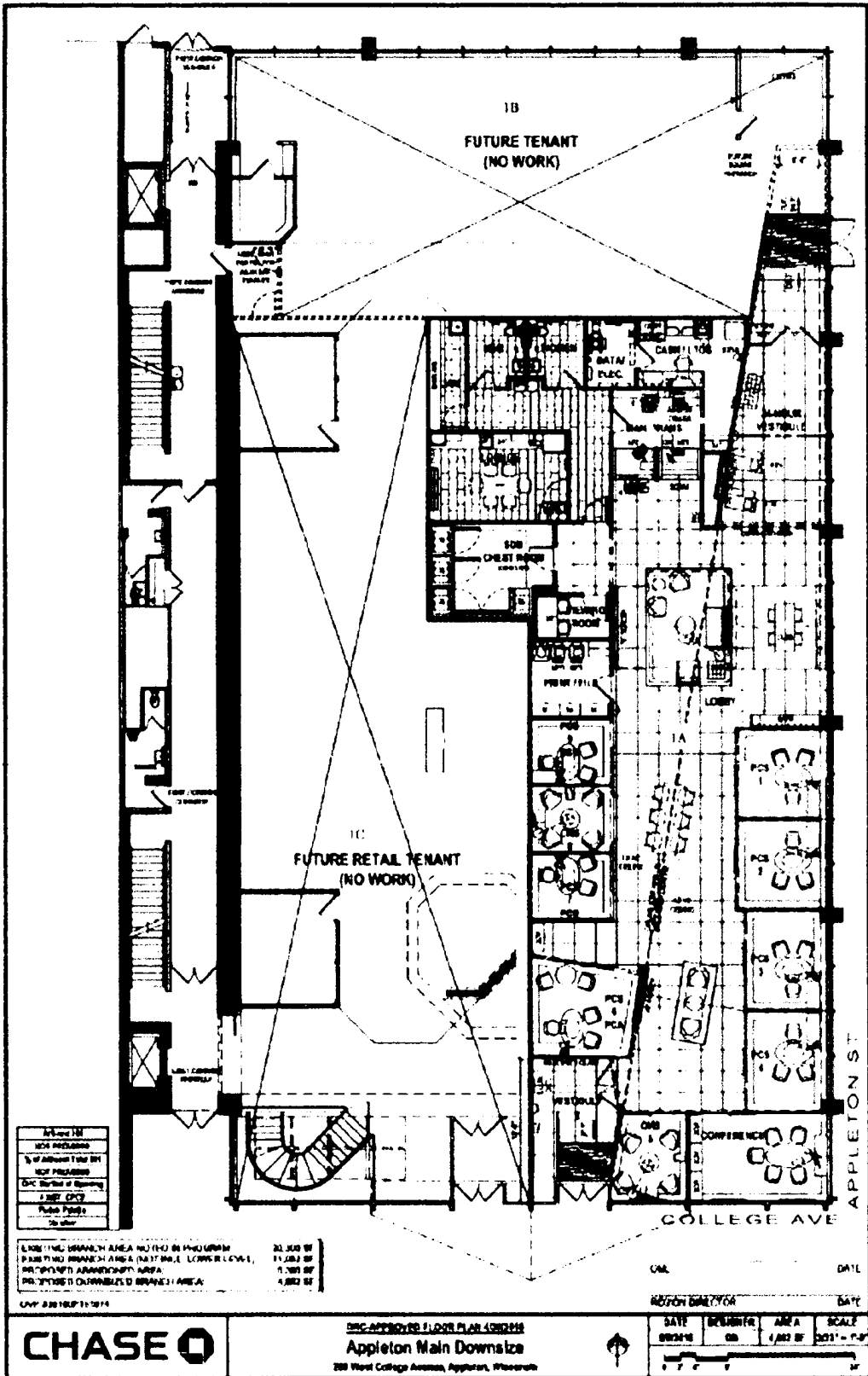
**LEGAL DESCRIPTION OF THE PROPERTY**

200 West College Avenue  
Parcel ID# 31-2-0263-00

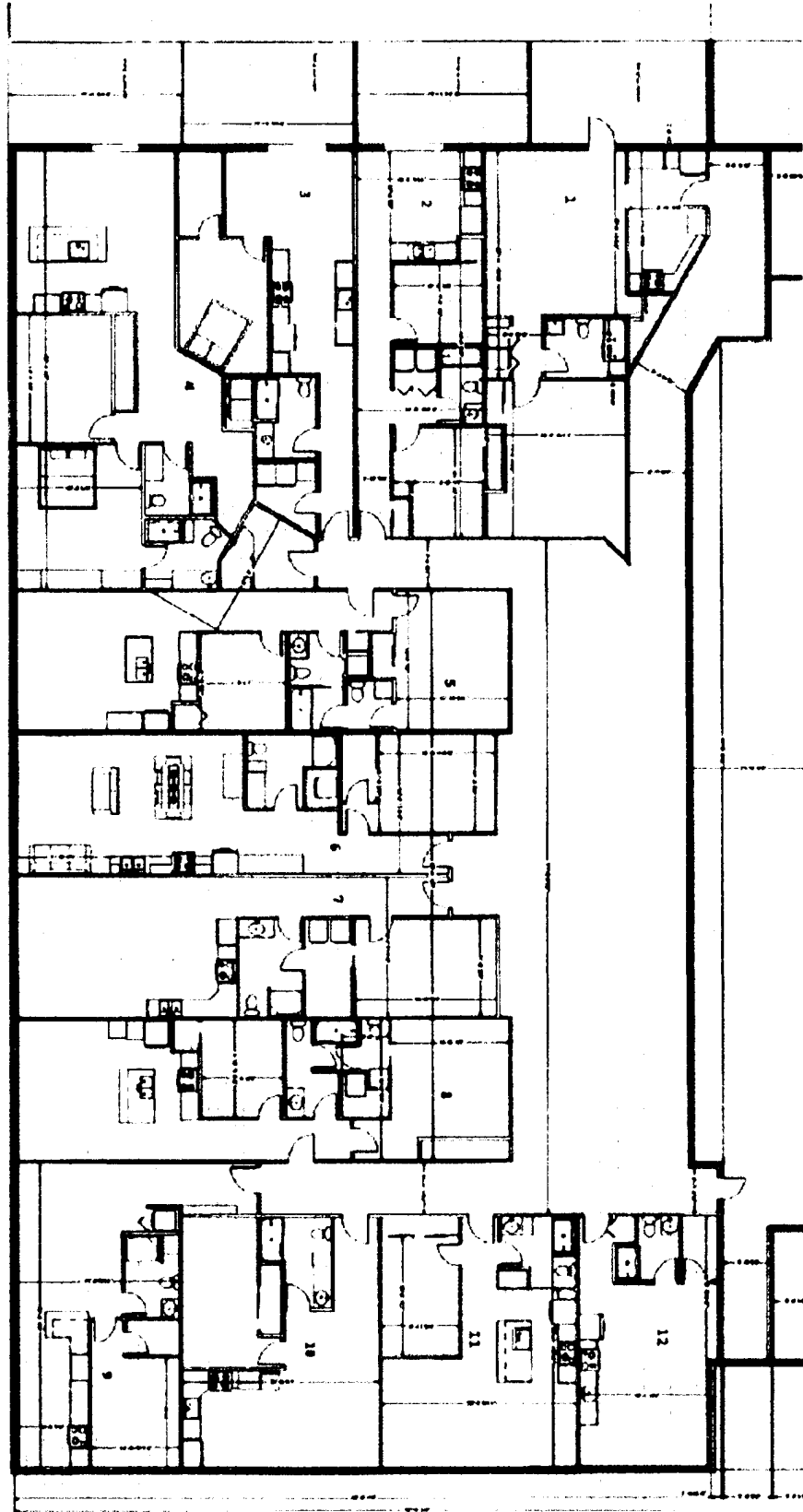
**Legal Description**

APPLETON PLAT 2WD E12 FT OF S150 17FT OF LOT  
7 & LOT 8 LESS N16FT OF W36FT BLK 26 200-0  
4 W COLLEGE AV

**EXHIBIT B**  
**PROPOSED IMPROVEMENTS**

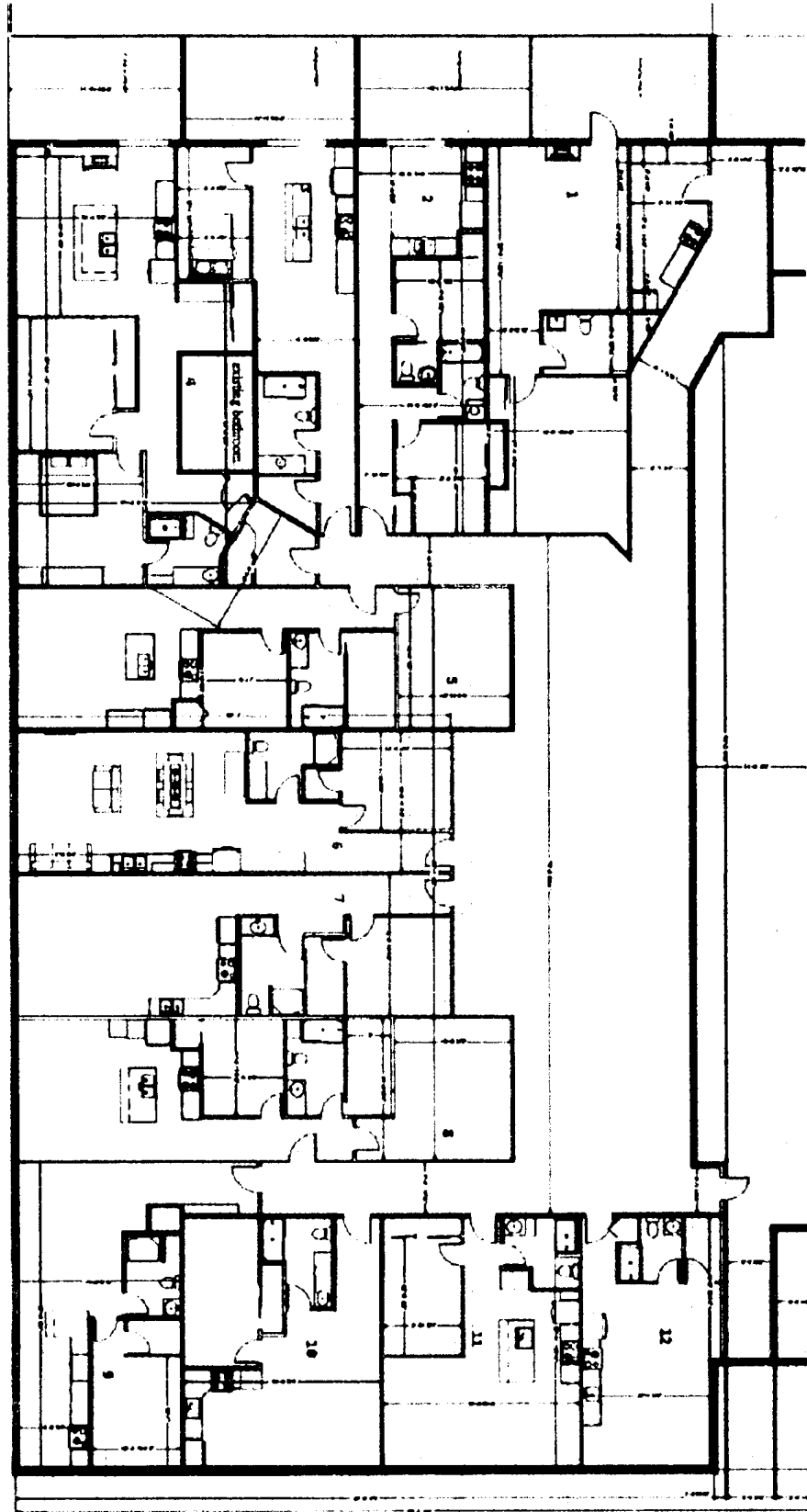


Oshkosh Investment LLC and Lofgren Properties 6 LLC  
 City of Appleton  
 Development Agreement



Appleton Floor 2





Appleton Floor 3



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Request to Approve Deed Restrictions for Southpoint Commerce Park Plat No. 4

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**Background & Analysis:** Southpoint Commerce Park Plat No. 4 was approved by Common Council in December 2023 and recorded in 2024, with construction of the infrastructure and lots also beginning in 2024. The plat development will be completed in Spring 2025 which will add 12 more buildable lots in this Commerce Park. Light industrial style development that would be appropriate for this park is in high demand, and there has been interest in the park. Before land sales begin, it is advantageous that the Deed Restrictions for this Plat are recorded. The Deed Restrictions help to keep a certain standard in this park, and interested parties should be aware of them before they consider purchasing.

The Deed Restrictions for Plat No. 4 do not differ much from previous Plats 1-3. Notable changes include:

- Assigning responsibilities to the correct Committee or Department.
  - o For example, alternative building materials must be approved by the Community Development Committee and not the staff-level Site Plan Review Committee.
  - o For example, Community Development Department is responsible for Enforcement within the park and not the Community Development Committee.
  - o For example, for an owner to further subdivide their lot, the Community Development Committee must recommend approval to the Common Council.
- The addition of language prohibiting the land in the Commerce Park to be sold, leased, sub-leased or in any manner transferred to a third-party entity that would result in all or a portion of the land from becoming Tax Exempt. Especially considering that this Plat is located within TID No. 13.
- Specifying that other considerations to Land Use or Building Materials, and variances to these Deed Restrictions must be submitted in writing.
- Grammar and precise/consistent language
  - o Referring to the Park as a “Commerce” park instead of “Industrial”.

**RECOMMENDATION - Approve** the Southpoint Commerce Park Plat No. 4 Deed Restrictions and recommend the same to the Common Council.

February 5, 2025

**DECLARATION OF COVENANTS AND RESTRICTIONS**

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLAT NO. 4

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:* ~~No building shall be constructed Minimum on the site nearer than twenty-five (25) feet of the~~ side and rear ~~lot line 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. Light 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 use~~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. Other considerations must be made in writing and submitted to the Community Development Director or designee.

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, orders, 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 Commerce Park.

4. ***Building Standards***

- A. Any principal 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 ~~P~~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-Commerce~~ 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 (~~EIFS~~EIFS), or insulated metal panels

with exterior appearance of dryvit, stucco, or EIFS;

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.

~~6.7.~~ 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 ReviewCommunity Development Committee on a case-by-case basis. These considerations must be made in writing and submitted to the Community Development Director or designee.

- 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 Commerce Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. Ancillary-Accessory structures will be approved by the Community Development Committee. 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 Site Plan Review Committee~~Department of Planning~~. 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***

- A. 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~~Municipal Code of the City of Appleton~~ (hereafter the "Municipal Code")

regarding parking standards.

- B. All truck maneuvering must be confined within the boundaries of the property.
- C. All parking, driveways, and loading areas shall be paved.
- D. 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.
- E. 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.
- F. 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 ~~Economic Development Department~~Site Plan Review Committee.

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. Portable storage units, pods, or shipping containers may be used on a temporary basis. Please refer to the Municipal Code for Outdoor Storage regulations.

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

Roof mounted equipment shall be so located and/or ~~screened,~~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~~ a maximum height of eight (8) feet subject to approval by the Site Plan Review 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 roof line 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~~ Municipal Code for Sign regulations. Sign permits are issued by the Community Development Department, Inspections Division.

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";~~ Section 12-58 of the Municipal Code;
  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~~ the Municipal Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

**13. Tax Exempt Uses on Land Not Owned by the City of Appleton:**

Any owner hereby covenants and agrees that as a condition of purchasing land in the Commerce Park from the City of Appleton, said owner shall not enter into any agreement to sell, lease, sub-lease or in any manner transfer all or any portion of owner's land in the Commerce Park to a third party entity that would result in all or any portion of the land use or underlying land in the Commerce Park becoming tax exempt or exempt from local taxation (hereinafter referred to as "Tax Exempt Entity" or "TEE") under Wis. Stats. 70.11 An owner shall prior to, and as a contingency of the sale, lease, sublease or transfer, provide notice to the City and shall require such TEE to enter into a payment in lieu of taxes agreement with the City, whereby such TEE shall contractually agree with the City to make an annual payment in lieu of property taxes to the City equivalent to the gross tax rate that would be imposed by the City if the use of land was not tax exempt. In connection therewith, the City covenants and agrees to enter into the payment in lieu of taxes agreement with a TEE, and to fairly and accurately assess the value of the TEE's interest in the land in the Park.

An owner shall provide the City's Clerk and Director of Community Development or designee with written notification of any sale, lease, sub-lease or transfer of all or any portion of land in the Commerce Park to a TEE not less than thirty (30) calendar days prior to the effective date of the sale, lease, sub-lease or transfer. The thirty (30) day period shall commence the date that the City is in receipt of said notice. If an owner fails to provide notice to the City and sells, leases, sub-leases or transfers all or any portion of land in the Commerce Park to a TEE, then the owner or grantor shall be the party responsible to make payments to the City in the amount that would be required had a payment in lieu of taxes agreement been executed between the City and the TEE as required in these Deed Restrictions. The payment payable by an owner shall be a pro-rata portion of the amount due under a payment in lieu of taxes agreement, and shall commence from the date an owner transfers land in the Commerce Park through and including the date a payment in lieu of taxes agreement is executed by and between the City and the TEE. Any payments made by an owner shall be on terms and conditions determined by the City.

If an owner or a TEE fails to issue any payment to the City as required under these Protective Covenants, the City shall have the right to institute any other actions or proceedings as it may have available at law or equity it deems desirable for effectuating the purposes of this section.

If an owner of land in the Commerce Park sells all, or any portion of the land in the Commerce Park, said owner shall require the grantee, as a condition pre-requisite to the completion of the transfer, to assume the owner's responsibilities under these Protective Covenants, and to execute any documents as may be required by the City to complete the assignment.

~~13-14.~~ 14. *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.

~~14-15.~~ 15. *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 and the Common Council. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee and the Common Council. The Community Development Committee and the Common Council may delegate this approval authority to the ~~Economic Director of Community~~ Development Department ~~designee~~. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

~~15-16.~~ 16. *Waiver of Notice:*

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

~~16-17.~~ 17. *Variances:*

Notwithstanding anything contained herein to the contrary, the ~~City of Appleton~~ Community Development Committee, serving as the recommendation body, and the Common Council as the authority expressly reserves the right at any time to authorize in writing variances from the

Declaration of Covenants and Restrictions

~~South Point~~Southpoint Commerce Park Plat No. 4

Page 9

strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same. Variances must be submitted in writing to the Community Development Director or designee.

~~17.18.~~ 17.18. ***Enforcement:***

The Community Development ~~Committee~~Department 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~~Community Development Department or designee, 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 ~~Community Development Department~~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.

~~18.19.~~ 18.19. ***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.

~~19.20.~~ 19.20. ***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.

February 6, 2025

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLAT NO. 4**

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:* No building shall be constructed on the site nearer than twenty-five (25) feet of the side and rear lot line

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. Light 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 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. Other considerations must be made in writing and submitted to the Community Development Director or designee.

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 Commerce Park.

4. ***Building Standards***

- A. Any principal 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 Commerce 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 (EIFS), or insulated metal panels with

exterior appearance of dryvit, stucco, or EIFS;

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 Community Development Committee on a case-by-case basis. These considerations must be made in writing and submitted to the Community Development Director or designee.

- 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 Commerce Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. Accessory structures will be approved by the Community Development Committee. 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 Site Plan Review Committee. 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***

- A. 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 Municipal Code of the City of Appleton (hereafter the "Municipal Code") regarding parking standards.

- B. All truck maneuvering must be confined within the boundaries of the property.
- C. All parking, driveways, and loading areas shall be paved.
- D. 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.
- E. 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.
- F. 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 Site Plan Review Committee.

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. Portable storage units, pods, or shipping containers may be used on a temporary basis. Please refer to the Municipal Code for Outdoor Storage regulations.

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 a maximum height of eight (8) feet subject to approval by the



Site Plan Review 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 roof line 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 Municipal Code for Sign regulations. Sign permits are issued by the Community Development Department, Inspections Division.

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 Section 12-58 of the Municipal Code;
  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 the Municipal Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Tax Exempt Uses on Land Not Owned by the City of Appleton:***

Any owner hereby covenants and agrees that as a condition of purchasing land in the Commerce Park from the City of Appleton, said owner shall not enter into any agreement to sell, lease, sub-lease or in any manner transfer all or any portion of owner's land in the Commerce Park to a third party entity that would result in all or any portion of the land use or underlying land in the Commerce Park becoming tax exempt or exempt from local taxation (hereinafter referred to as "Tax Exempt Entity" or "TEE") under Wis. Stats. 70.11. An owner shall prior to, and as a contingency of the sale, lease, sublease or transfer, provide notice to the City and shall require such TEE to enter into a payment in lieu of taxes agreement with the City, whereby such TEE shall contractually agree with the City to make an annual payment in lieu of property taxes to the City equivalent to the gross tax rate that would be imposed by the City if the use of land was not tax exempt. In connection therewith, the City covenants and agrees to enter into the payment in lieu of taxes agreement with a TEE, and to fairly and accurately assess the value of the TEE's interest in the land in the Park.

An owner shall provide the City's Clerk and Director of Community Development or designee with written notification of any sale, lease, sub-lease or transfer of all or any portion of land in the Commerce Park to a TEE not less than thirty (30) calendar days prior to the effective date of the sale, lease, sub-lease or transfer. The thirty (30) day period shall commence the date that the City is in receipt of said notice. If an owner fails to provide notice to the City and sells, leases, sub-leases or transfers all or any portion of land in the Commerce Park to a TEE, then the owner or grantor shall be the party responsible to make payments to the City in the amount that would be required had a payment in lieu of taxes agreement been executed between the City and the TEE as required in these Deed Restrictions. The payment payable by an owner shall be a pro-rata portion of the amount due under a payment in lieu of taxes agreement, and shall commence from the date an owner transfers land in the Commerce Park through and including the date a payment in lieu of taxes agreement is executed by and between the City and the TEE. Any payments made by an owner shall be on terms and conditions determined by the City.

If an owner or a TEE fails to issue any payment to the City as required under these Protective Covenants, the City shall have the right to institute any other actions or proceedings as it may have available at law or equity it deems desirable for effectuating the purposes of this section.

If an owner of land in the Commerce Park sells all, or any portion of the land in the Commerce Park, said owner shall require the grantee, as a condition pre-requisite to the completion of the transfer, to assume the owner's responsibilities under these Protective Covenants, and to execute any documents as may be required by the City to complete the assignment.

14. ***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.

15. ***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 and the Common Council. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee and the Common Council. The Community Development Committee and the Common Council may delegate this approval authority to the Director of Community Development or designee. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

16. ***Waiver of Notice:***

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

17. ***Variances:***

Notwithstanding anything contained herein to the contrary, the Community Development Committee, serving as the recommendation body, and the Common Council as the authority 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 judgement, justifies the granting of same. Variances must be submitted in writing to the Community Development Director or designee.

18. ***Enforcement:***

The Community Development Department 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 Community Development Department or designee 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 Community Development Department 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.

19. ***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.

20. ***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.



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Community Development Director  
Lily Paul, Economic Development Specialist  
**Subject:** Cost Reimbursement Agreement with Thrivent Financial for Lutherans; and Request to Award Contract to Ehlers for TID and Fiscal Consulting Services

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### **Background & Analysis:**

Thrivent recently created a master plan for their campus north of I-41 and west of Ballard Road, involving significant input from the community and coordination with various City departments. Thrivent's master developer, Land by Label, and their consultants have been coordinating with staff as they work to implement their plan. Implementation of their plan has progressed as follows: campus zoning amendments have been approved (see action items [24-0928](#) , [24-0930](#) and [24-0932](#)), design work has commenced for initial phases of development, the site has been branded as Wilden Portfolio Park, and development opportunities are being marketed to potential development partners. We anticipate a preliminary plat for the southern portion of the property will be submitted soon.

The Thrivent development team approached the City about funding needed to support infrastructure and other aspects of the project, in particular via Tax Incremental District (TID) creation / financing. In response to their request, the City determined it was prudent to take a cautious and thorough approach in considering new TID creation and evaluating whether, and to what extent, development incentive may be needed; and how any future TID district creation may be mutually beneficial to the needs of the City and its long term needs.

Given the complexity of the project and need for consultants, the City has negotiated a cost reimbursement agreement with Thrivent, providing funds (an initial \$100,000) for this and other City-consulting services deemed necessary for the evaluation and planning phase of the project. The agreement is structured to fund TID/fiscal consulting and engineering-related consulting services and allows the City to independently hire consultants to represent the City's best interests.

The City issued a Request for Proposal (RFP) related to TID creation and fiscal analysis services. Proposals were solicited in accordance with the City's Procurement and Contract Management Policy. The City received 4 proposals in response to the RFP.

The 4 proposals were evaluated by a Community Development and Finance Department team consisting of Kara Homan, Director of Community Development; Jeri Ohman, Director of Finance; David Kress, Deputy Director of Community Development; and Lily Paul, Economic Development Specialist to shortlist two proposals for interviews.

The two proposals were evaluated and interviewed by the same team as above. The evaluation consisted of internal technical review of their proposal and interview, reference checks, and a follow-up written question and answer.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected Ehlers in the amount of \$14,000 for TID creation and further fiscal analysis services (such as for pro forma review and developer negotiations) will be billed at a rate of \$325 per hour. This project has the potential to exceed \$25,000. Thrivent will reimburse the City for all expenses related to this contract. A cost reimbursement agreement must be approved by Common Council and signed before agreements with Ehlers are signed.

Per the City's organizational structure and procurement policies, contracts for services in excess of \$25,000 by the Community Development Department fall under the jurisdiction of the Community Development Committee (CDC) for review and recommendation to Common Council for final award.

A related budget amendment will be considered by the Finance Committee pertaining to accepting the \$100,000 in funding from Thrivent for consulting per the cost reimbursement agreement.

## **RECOMMENDATION**

Staff recommends the following:

- Action Item #1 (25-0064): Approval of a cost reimbursement agreement with Thrivent Financial for Lutherans, for an initial amount of \$100,000.
- Action Item #2 (25-0046): Approval to award a contract to Ehlers in an amount of \$14,000 for TID creation services, and \$325/hour for fiscal consulting services, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans.

## CITY REIMBURSEMENT AGREEMENT

This CITY REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between **THRIVENT FINANCIAL FOR LUTHERANS, a Wisconsin corporation**, its successors and assigns (“**Thrivent**”), and **THE CITY OF APPLETON, WISCONSIN**, a Wisconsin municipal corporation (“**City**”).

### WITNESSETH THAT:

**WHEREAS**, Thrivent proposes to engage the City in a discussion and negotiation regarding the creation of a tax increment district (the “**TID**”) and corresponding development agreement to facilitate the redevelopment of Thrivent’s office campus (the “**Project**”) located at the northwest corner of I-41 and Ballard Road (the “**Property**”);

**WHEREAS**, as a result of the Project, the City may retain third-party consultants (the “**Consultants**”) to analyze, review and comment upon certain other aspects of the Project and perform other services solely on the City’s behalf; and

**WHEREAS**, Thrivent acknowledges it is responsible to pay the City’s costs and expenses for the Consultants rather than impose the costs and expenses directly upon the City taxpayers and residents.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties, the parties agree as follows:

1. **Consultant Fees**. Thrivent will pay the City any and all reasonable fees, costs and expenses charged by the Consultants and incurred by the City in connection with the matters identified in (i)-(iii) below (collectively the “**Consultant Fees**”) from September 1, 2024 until the earlier of: (a) execution of a binding development and/or financing agreement related to the TID or (b) either party’s termination of negotiations related to the TID. The Consultant Fees shall not exceed \$100,000.00 (“**Fee Ceiling**”) without the prior written approval of Thrivent. The Consultant Fees shall include costs incurred by the City in drafting, reviewing, or approving any of the following:
  - i. Plans and specifications for public bicycle and pedestrian facilities.
  - ii. Plans and specifications for storm water and flood control facilities.
  - iii. Feasibility and Financial analysis related to TID creation and tax increment financing for portions of the Project.
  - iv. With prior written notice to Thrivent, other Project work of Consultants required by City Ordinance or Policy.
2. **Payment Terms**. Thrivent shall guarantee reimbursement of the Consultant Fees by depositing with the City Clerk cash or a cashier's check payable to the City in the amount of \$100,000 (the “**Deposit**”). The City shall pay all Consultant Fees from the Deposit. If Thrivent approves exceeding the Fee Ceiling, then Thrivent shall provide the City with an

additional deposit (“**Additional Deposit**”) in an amount mutually agreed to by the parties, which shall be used by the City to continue to pay Consultant Fees in accordance with the terms of this Agreement. The Deposit plus the Additional Deposit shall become the new aggregate Fee Ceiling hereunder. Any unused funds on deposit with the City shall be promptly returned to Thrivent upon the termination of this Agreement; and upon termination of this Agreement, Thrivent waives any claim for reimbursement of Consultant Fees previously disbursed pursuant to this Agreement. The City shall provide Thrivent with an accounting of such Consultant Fees as incurred by the City upon request by Thrivent.

3. **Conflict.** If the terms and provisions of this Agreement conflict with any ordinance of the City the terms and provisions of this Agreement shall supersede and control over any other terms and provisions.
4. **Representation of City Only.** Thrivent acknowledges and agrees that the Consultants solely represent the City and the City’s interests and does not represent the interests of Thrivent.
5. **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.
6. **Waiver.** Failure of either Thrivent or the City to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of either party’s right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
7. **Counterparts.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same document. An executed Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document and the signature of any party upon an Agreement transmitted by facsimile or electronic mail shall be considered an original signature.
8. **Captions.** All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the test of this Agreement.
9. **Severability.** In the event any section of this Agreement shall be deemed to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted and shall otherwise remain in full force and effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the reimbursement by Thrivent to the City of the Consultant Fees and is binding upon and shall inure to the benefit of Thrivent and the City, their respective successors, legal representatives and assigns.

*[Remainder of Page Intentionally Blank]*



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

**THRIVENT FINANCIAL FOR LUTHERANS:**

By: \_\_\_\_\_  
Eric Merriman  
Director, Real Estate

**CITY OF APPLETON**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

\_\_\_\_\_  
Jeri A. Ohman, Finance Director

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Community Development Director  
Lily Paul, Economic Development Specialist  
**Subject:** Cost Reimbursement Agreement with Thrivent Financial for Lutherans; and Request to Award Contract to Ehlers for TID and Fiscal Consulting Services

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### **Background & Analysis:**

Thrivent recently created a master plan for their campus north of I-41 and west of Ballard Road, involving significant input from the community and coordination with various City departments. Thrivent's master developer, Land by Label, and their consultants have been coordinating with staff as they work to implement their plan. Implementation of their plan has progressed as follows: campus zoning amendments have been approved (see action items [24-0928](#) , [24-0930](#) and [24-0932](#)), design work has commenced for initial phases of development, the site has been branded as Wilden Portfolio Park, and development opportunities are being marketed to potential development partners. We anticipate a preliminary plat for the southern portion of the property will be submitted soon.

The Thrivent development team approached the City about funding needed to support infrastructure and other aspects of the project, in particular via Tax Incremental District (TID) creation / financing. In response to their request, the City determined it was prudent to take a cautious and thorough approach in considering new TID creation and evaluating whether, and to what extent, development incentive may be needed; and how any future TID district creation may be mutually beneficial to the needs of the City and its long term needs.

Given the complexity of the project and need for consultants, the City has negotiated a cost reimbursement agreement with Thrivent, providing funds (an initial \$100,000) for this and other City-consulting services deemed necessary for the evaluation and planning phase of the project. The agreement is structured to fund TID/fiscal consulting and engineering-related consulting services and allows the City to independently hire consultants to represent the City's best interests.

The City issued a Request for Proposal (RFP) related to TID creation and fiscal analysis services. Proposals were solicited in accordance with the City's Procurement and Contract Management Policy. The City received 4 proposals in response to the RFP.

The 4 proposals were evaluated by a Community Development and Finance Department team consisting of Kara Homan, Director of Community Development; Jeri Ohman, Director of Finance; David Kress, Deputy Director of Community Development; and Lily Paul, Economic Development Specialist to shortlist two proposals for interviews.

The two proposals were evaluated and interviewed by the same team as above. The evaluation consisted of internal technical review of their proposal and interview, reference checks, and a follow-up written question and answer.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected Ehlers in the amount of \$14,000 for TID creation and further fiscal analysis services (such as for pro forma review and developer negotiations) will be billed at a rate of \$325 per hour. This project has the potential to exceed \$25,000. Thrivent will reimburse the City for all expenses related to this contract. A cost reimbursement agreement must be approved by Common Council and signed before agreements with Ehlers are signed.

Per the City's organizational structure and procurement policies, contracts for services in excess of \$25,000 by the Community Development Department fall under the jurisdiction of the Community Development Committee (CDC) for review and recommendation to Common Council for final award.

A related budget amendment will be considered by the Finance Committee pertaining to accepting the \$100,000 in funding from Thrivent for consulting per the cost reimbursement agreement.

## **RECOMMENDATION**

Staff recommends the following:

- Action Item #1 (25-0064): Approval of a cost reimbursement agreement with Thrivent Financial for Lutherans, for an initial amount of \$100,000.
- Action Item #2 (25-0046): Approval to award a contract to Ehlers in an amount of \$14,000 for TID creation services, and \$325/hour for fiscal consulting services, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans.

## Project Cost

Ehlers proposes to complete the TID Creation in three phases for a total cost of \$14,000. The further fiscal analysis for the optional pro forma review and developer negotiations will be billed to the City at a rate of \$325 per hour.

JANUARY 10, 2025

PROPOSAL TO PROVIDE A TAX INCREMENTAL  
DISTRICT CREATION FOR:

# The City of Appleton, Wisconsin



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Ehlers  
N19W24400 Riverwood Drive, Suite 100  
Waukesha, WI 53188

Municipal Advisor Registration Number: K0165  
SEC CIK Number: 0001604197

[ehlers-inc.com](http://ehlers-inc.com)

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## EHLERS' ADVISORS:

**Greg Johnson**

Senior Municipal Advisor  
gjohnson@ehlers-inc.com  
262-796-6168

**Todd Taves**

Senior Municipal Advisor  
ttaves@ehlers-inc.com  
262-796-6173

**Schane Rudlang**

Municipal Advisor  
srudlang@ehlers-inc.com  
651-697-8527

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# CITY OF APPLETON

**Community Development**  
Economic Development  
100 N. Appleton Street  
Appleton, WI 54911  
p: 920.832.6487  
[www.appletonwi.gov](http://www.appletonwi.gov)

January 3, 2025

Re: ADDENDUM #1 to Request for Proposals – City of Appleton, Thrivent Development  
– Tax Incremental District Creation

Dear Proposer,

Attached is Addendum #1 answering questions that were received about the proposal for the City of Appleton, Thrivent Development Tax Incremental District Creation RFP dated December 16, 2024, **please acknowledge receipt of this Addendum by completing the information below and include this completed signature page within the submittal proposal.**

Vendor Name: Ehlers

Name & Title of Vendor's Authorized

Official: Greg Johnson | Senior Municipal Advisor

Signature:  \_\_\_\_\_

Date: January 10, 2025

City of Appleton Request for Proposal  
Thrivent Development – Tax Incremental District Creation



January 10, 2025

Ms. Lily Paul  
Economic Development Specialist  
100 N. Appleton Street  
Appleton, WI 54911-4799

**Re: Proposal to Provide a Tax Incremental District Creation for the City of Appleton, Wisconsin**

Dear Ms. Paul,

Ehlers is excited to present this proposal to provide a tax incremental district (TID) creation for the City of Appleton. After a thorough review of the RFP, We believe our market-leading TID experience, previous TID work with the City, and unique project approach provide a compelling relationship option for the City to consider.

**Founded in Minnesota in 1955**, Ehlers consists of more than 85 advisors, financial specialists, analysts and client support staff. Ehlers is an S-Corporation, 100% employee-owned by all staff members with at least one year of service. We are headquartered in Roseville, Minnesota with a fully-staffed office in Waukesha, Wisconsin.

As an independent municipal advisor, Ehlers helps public sector clients build outstanding places to live, work, learn and play by delivering focused, fully-integrated municipal financial advisory services. We build strong, long-lasting client relationships - working directly and collaboratively with your staff - to complete projects and drive initiatives forward. We leverage decades of industry experience, deep market and community knowledge, and our unique team-based approach to successfully guide clients through all facets of public finance.

**Our services include:**



**We believe the following factors set our team apart from competing firms:**

**Expertise.** Serving clients across upper Midwest, Ehlers has a team of 21 Wisconsin-based advisors and consultants dedicated to the specialized work of creating tax incremental finance districts, negotiating with developers, and implementing the financing plans that drive these critical projects forward. **Since 2019, Ehlers has advised on approximately 50% of all TID creations and amendments in the state of Wisconsin, a statistic no other firm can claim. In addition, Ehlers has had the privilege of collaborating with the City on several TID creations, which affords us strong insights into Appleton’s unique financial landscape and development needs.** As a registered Municipal Advisor with the Securities and Exchange Commission, within the project plan Ehlers can provide the City with advice on the structuring of any debt obligations needed to finance TIF projects, which a non-registered firm cannot provide.

**Accessible Team Players.** We are responsive to our clients by meeting short deadlines and assigning more than one Municipal Advisor to each client to ensure we meet their needs. Our process is flexible, which helps avoid delays and facilitates decision-making.

**Client-First Values.** Ehlers prides itself on transparent communication, proactive service, and an unwavering dedication to deploying client resources most efficiently and effectively. Ultimately, we will provide the City with ongoing dialogue and idea-sharing, independent analysis, customized water rate options, and a competitive, value-oriented fee structure.

Thank you for including us in this RFP process. We appreciate your consideration and look forward to discussing how Ehlers can even better the City of Appleton.

Respectfully submitted,



**Greg Johnson**  
Senior Municipal Advisor  
gjohnson@ehlers-inc.com  
262-796-6168



**Todd Taves**  
Senior Municipal Advisor  
ttaves@ehlers-inc.com  
262-796-6173



**Schane Rudlang**  
Municipal Advisor  
srudlang@ehlers-inc.com  
262-697-8527



# Proposal Narrative

## Description of Proposed Project & Familiarity with the City of Appleton

The proposed Thrivent Master Plan contains office, various forms of newly platted residential development, and commercial uses. **Section 66.1105(2)(f)3** of the Wisconsin TIF Statutes states newly platted residential development can only occur within mixed use TIF districts where one of the following applies:

- A. The density of the residential housing is at least 3 units per acre.
- B. The residential housing is located in a conservation subdivision, as defined in **66.1027 (1) (a)**.
- C. The residential housing is located in a traditional neighborhood development, as defined in **66.1027 (1) (c)**.

Newly platted residential development can only comprise up to 35% of the gross area of a mixed use district. Other criteria for a mixed use district include at least 50% of the district area must be suitable for some combination of residential, commercial, and industrial uses (2 out of 3 land uses required).

The proposed Thrivent Master Plan includes proposed land uses suitable for a mixed use TIF district. Based on the overall site acreage of 580.8 acres the proposed residential uses (Townhomes, multi-family, single family lots, TND 1/8 acre lots, and Garden Style apartments) maximize the allowable newly platted residential development. The proposed office commercial, and “mixed use” development will need to comprise at least 50% of the total area of the district.

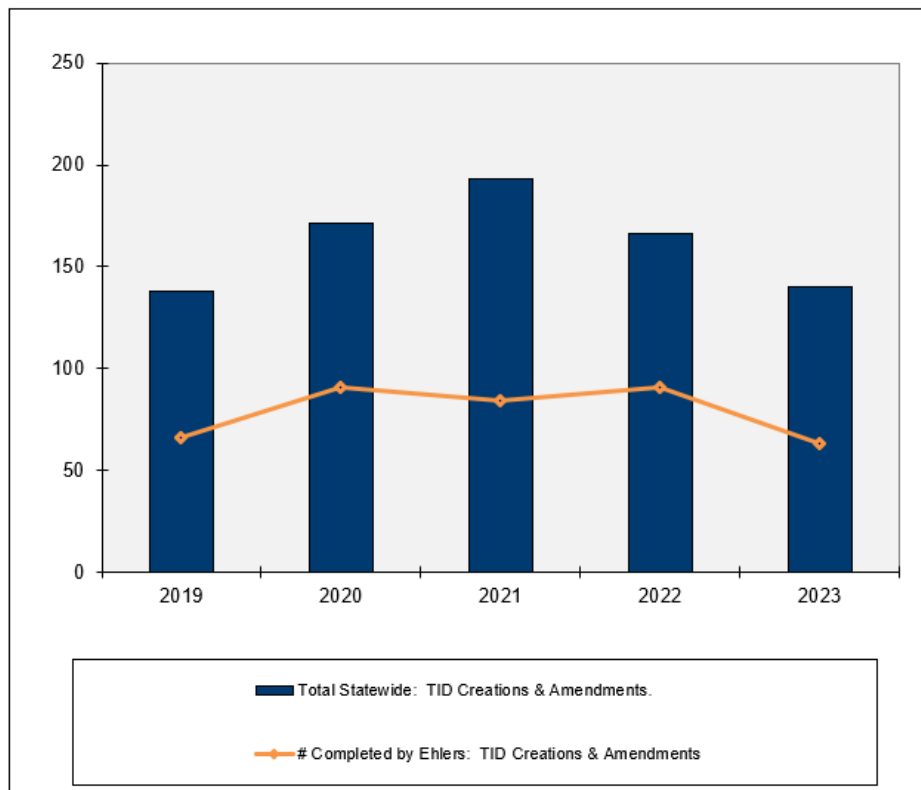
As part of our Phase 1 feasibility analysis, Ehlers will propose strategies to ensure the district boundary follows statutory requirements. Also, different absorption rates should be modeled to evaluate tax increment generated from the Master Plan to determine if increment is sufficient to support the proposed investment of TID funds.

Ehlers has assisted the City of Appleton with TIF project plans previously. In 2020, Ehlers prepared a project plan and boundary amendment for TID #11. In 2023, Ehlers worked for Valley Transit and Appleton, to develop a theoretical proforma and TIF estimate for a multifamily housing development integrated with the Regional Multimodal Joint Development Transit Center in Appleton.

## Firm Experience with Similar Areas of Expertise

Ehlers brings decades of collective experience creating, managing and amending TIDs for our clients. As we mentioned in our Executive Summary, since 2019 Ehlers has advised on approximately 50% of all TID creations and amendments in the state of Wisconsin, as represented in the below graphic:

5 YEAR HISTORY	2019	2020	2021	2022	2023
<b>Total Statewide: TID Creations &amp; Amendments.</b>	138	171	193	166	140
<b># Completed by Ehlers: TID Creations &amp; Amendments</b>	66	91	84	91	63
<b>Percentage</b>	47.83%	53.22%	43.52%	54.82%	45.00%



Volume aside, we believe our qualifications are best demonstrated by our performance on similar projects, as illustrated by the following case studies. We invite you to contact the references we’ve included along with them.

**City of Oshkosh, Wisconsin  
Length of Relationship: 2010 - Present**

**RECENT TID PROJECT HIGHLIGHTS:**

In 2022, the City solicited proposals for redevelopment of a 14-acre municipally owned site located on the Fox River in its downtown Sawdust District. The City selected T. Wall as the preferred developer and engaged Ehlers to review the developer's request for TIF assistance, and to create the Tax Incremental District for the project. Ehlers has served as the City's Municipal Advisor since 2010 and has created sixteen of the City's active districts. The project included construction of 291 units of market rate multifamily housing with 21,800 sq. ft. of first floor retail space and various on-site amenities. The developer requested TIF payments totaling \$27.7 million over the life of the District. Based on Ehlers review of the developer's sources and uses, financing and project cashflow projections, we recommended a maximum incentive totaling \$20 million in payments which the developer agreed to. The TID was subsequently created, and the project, referred to as the "Mill on Main" broke ground this fall with Phase I scheduled for completion by 2026. The project, once complete, will add approximately \$48 million in value to the City's tax base.

**REFERENCE:**

**Kelly Nieforth**  
**Community Development Director**  
215 Church Avenue  
P.O. Box 1130  
Oshkosh, WI 54903  
920-236-5055  
[knieforth@oshkoshwi.gov](mailto:knieforth@oshkoshwi.gov)

**Village of Mount Pleasant, Wisconsin  
Length of Relationship: 2006 - Present****RECENT TID PROJECT HIGHLIGHTS:**

Ehlers has served as the Village's Municipal Advisor since 2006 and has created all seven of the Village's active districts to include TID No. 5, the location of the Microsoft data center project. In 2022, Ehlers assisted the Village with creation of TID No. 7, a 510-acre mixed use district focused on development of new housing to meet needs in the community. Since the TID's creation, Ehlers has assisted with the review of TIF assistance requests and negotiations for the following residential development projects:

- » "Leo Living", a 374-unit moderate density rental residential development on a 49 acre site being developed by Advenir Oakley Capital LLC.
- » The "Seasons at Spring Street", a 320-unit market rate apartment multi-family project being developed by Fiduciary Real Estate Development.
- » The "Springs at Mount Pleasant", a 280-unit market rate apartment multi-family project being developed by Continental Properties.

In addition to the nearly 1000 residential units that have been approved for development, TID 7 will be the site for the new headquarters of Educators Credit Union. The Village also expects additional commercial, industrial and residential development to occur within the TID.

**REFERENCE:**

**Samuel Schultz, AICP, CNU-A**  
**Community Development Director**  
8811 Campus Drive  
Mount Pleasant, WI 53406  
414-882-1705  
[sschultz@mtpleasantwi.gov](mailto:sschultz@mtpleasantwi.gov)

## The City of Cudahy, Wisconsin Length of Relationship: 1995 - Present

### RECENT TID PROJECT AND FISCAL STUDIES HIGHLIGHTS:

Ehlers has served as the City's Municipal Advisor since the early 1990's. Ehlers has created all eight of the City's TIF districts, which includes two Environmental TIF Districts. In 2024, Ehlers assisted the City with creation of TID No. 6, a Rehabilitation or Conservation District located at E. Squire Avenue and Packard Avenue. The district was created to facilitate development of "The Scoot", an 80 unit multi-family market rate apartment complex featuring a clubroom, roof deck, fitness center, co-working space, and 4,100 square feet of commercial space to be developed by Land by Label LLC.

Ehlers also assisted the City with a developer proforma review and developer agreement negotiation for the project. Based on Ehlers review of the developer's sources and uses, financing and project cashflow projections, we recommended a maximum incentive totaling \$4,050,000. The developer agreement contained several security provisions including a letter of credit that is reduced and terminated once tax increment achieves defined milestones, required a shortfall payment while debt remains outstanding, and provided the ability to levy a special assessment or special charge.

### REFERENCE:

**Tom Pavlic**

**Mayor**

5050 S. Lake Drive

Cudahy, WI 53110

414-769-2222

[thomasp@cudahy-wi.gov](mailto:thomasp@cudahy-wi.gov)

## Consulting Team Structure

Ehlers will serve as the lead advisory firm responsible for all aspects of this engagement. We do not intend to subcontract any of the required work. Greg Johnson will be the City’s primary contact and project manager, with Todd Taves serving as the back-up municipal advisor. Schane Rudlang will provide proforma analysis, if needed. The team structure will be as follows:

### MUNICIPAL ADVISORS

#### **Greg Johnson**

Senior Municipal Advisor  
*Primary Contact, TID Creation, Developer  
Negotiations*

#### **Todd Taves**

Senior Municipal Advisor  
*TID Creation, Project Support*

#### **Schane Rudlang**

Municipal Advisor  
*Pro forma Analysis*

Professional biographies for each team member follow below. All assigned staff are readily available to commence work for the City.



#### **Greg Johnson** **Senior Municipal Advisor**

Greg is a Senior Municipal Advisor with our Wisconsin Municipal Finance team. He guides local governments and public agencies in the design and implementation of financial solutions that empower communities to advance their critical missions. Prior to joining Ehlers in 2005, Greg worked in municipal government as an administrator in Kansas, Illinois and Wisconsin. Clients depend on Greg for his ability to comprehensively analyze their financial landscapes and construct innovative debt issuance and economic development programs.



**Todd Taves**  
**Senior Municipal Advisor**

Todd is a Senior Municipal Advisor on our Wisconsin Municipal Finance team. He joined Ehlers in 2003 after serving eight years as the Administrator for the Village of Bellevue. He previously held positions with the Waukesha Housing Authority and the Village of Sussex. Todd’s previous experience gives him a first-hand understanding of how local governments operate and the challenges they face, along with an ability to relate with staff and officials on a more personal level. These insights all help him craft recommendations and plans tailored to his clients’ specific circumstances and needs.



**Schane Rudlang**  
**Municipal Advisor**

Schane serves as a Municipal Advisor on our Minnesota Municipal Finance team where he primarily assists Ehlers’ clients with their Economic Development and Redevelopment initiatives. Prior to joining the firm, Schane spent 11 years as Bloomington’s Port Authority Administrator, leading over \$1.3 billion in public and private investment in the South Loop District. His work included multiple Mall of America expansions, housing and hotel projects, business expansion and retention initiatives, and efforts to bring a World’s Fair back to the United States in Minnesota. He also was the primary contact for Bloomington’s legislative policies, working with lobbyists, policy experts and also testifying at legislative hearings.

## Project Approach & Detailed Work Plan

The project team proposes to undertake the following steps for the TIF District Creation scope. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussions essential to creating a TIF with confidence and accuracy.

### Phase I: Feasibility Analysis

The purpose of Phase I is to determine whether the TID is a statutorily and economically feasible option to achieve the City's objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- » Consult with appropriate City officials to identify the City's objectives for the TID
- » Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test
- » Identify preliminary boundaries and gather parcel data from City. Determine compliance with the following statutory requirements as applicable:
  - \* Equalized Value test
  - \* Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation)
  - \* Newly-platted residential land use test for mix-use districts
- » Prepare feasibility analysis report. The report will include the following information, as applicable:
  - \* Identification of the type or types of districts that may be created
  - \* A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed
  - \* A summary of the development assumptions used with respect to timing of construction and projected values
  - \* Projections of tax increment revenue collections to include annual and cumulative present value calculations
  - \* Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment
  - \* If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues
  - \* A cash flow pro forma reflecting annual and cumulative district fund balances and projected year of closure
  - \* Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value



SECTION B: PROPOSAL NARRATIVE

- \* When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels
- \* Provide guidance on district design within statutory limits to creatively achieve as many of the City’s objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options
- » Present the results of the feasibility analysis to the City’s staff, Plan Commission, or governing body

**Phase II: Project Plan Development & Approval**

If the City elects to proceed following the completion of the feasibility analysis, the project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the City to proceed and ends after the Joint Review Board acts on the TID creation. As part of Phase II services, Ehlers will:

- » Prepare a draft Project Plan that includes all statutorily required components (based on the goals and objectives identified in Phase I)
- » Coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district
- » Submit an electronic version of the draft Project Plan for initial review and comment
- » Coordinate with City staff to confirm dates and times for the meetings indicated within the below table. Ehlers will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	City Responsibility
Initial Joint Review Board	<ul style="list-style-type: none"> <li>» Prepare Notice of Meeting and transmit to City’s designated paper.</li> <li>» Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</li> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Prepare meeting minutes.</li> <li>» Designate City Joint Review Board representative.</li> <li>» Identify and recommend Public Joint Review Board representative for appointment.</li> </ul>

<sup>1</sup> If City has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

SECTION B: PROPOSAL NARRATIVE

Plan Commission Public Hearing	<ul style="list-style-type: none"> <li>» Prepare Notice of Public Hearing and transmit to City’s designated paper.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> </ul>
Plan Commission Public Hearing	<ul style="list-style-type: none"> <li>» For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</li> <li>» Attend hearing to present draft Project Plan.</li> </ul>	<ul style="list-style-type: none"> <li>» Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</li> <li>» Prepare meeting minutes.</li> </ul>
Plan Commission	<ul style="list-style-type: none"> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> <li>» Provide approval resolution for Plan Commission consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</li> <li>» Prepare meeting minutes.</li> </ul>
Governing Body Action	<ul style="list-style-type: none"> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> <li>» Provide approval resolution for governing body consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Provide Project Plan &amp; resolution to governing body members in advance of meeting.</li> <li>» Prepare meeting minutes.</li> </ul>

<p>Joint Review Board Action</p>	<ul style="list-style-type: none"> <li>» Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</li> <li>» Prepare Notice of Meeting and transmit to City’s designated paper.</li> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present final Project Plan.</li> <li>» Provide approval resolution for Joint Review Board consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Prepare meeting minutes.</li> </ul>
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- » Provide drafts of the Project Plan and related documents in sufficient quantity for the City’s staff, Plan Commission, governing body and Joint Review Board members
- » Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process

### Phase III: State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year packet. As part of Phase III services, Ehlers will:

- » Coordinate with City’s assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet
- » Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information
- » Provide the City with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired)
- » Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification
- » Act as a liaison between the City and the Department of Revenue during the certification process in the event any questions or discrepancies arise

## Proforma Review & Developer Negotiations *(if requested)*

If the City requests, Ehlers will:

- » **Review developer’s data and back-up materials.** Ehlers will compile and conduct analysis on the Developer’s proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
  - \* Description of structure of public assistance needed and a narrative for why it is being requested
  - \* A live Excel version of the Developer’s proforma template including property tax projections and anticipated financial returns
    - Backup documentation for:
    - Construction costs
    - Any proposed commercial tenants, rents and pass-throughs
    - Any developer financing related to the Project and specific terms
  - \* “As is” appraisal for Project Site, Purchase and Sale Agreement, or other backup for the purchase price
  - \* Project specs including square footage of all commercial/residential space and gross square footage for the Project
  - \* Site plan and conceptual elevations
  - \* A GANTT Chart or proposed timeline for Project completion and lease-up, if necessary
- » **Conduct analysis on the Project proforma, both with public assistance and without it.** Ehlers will review the developer’s projected revenues and expenses associated with the ongoing operation of the completed Project as compared to Ehlers’ model and assumptions utilizing industry resources, such as CoStar, RS Means, as well as local market expertise. Ehlers will prepare other alternate scenarios to provide the City a reasonable expectation of the developer’s projected returns within market ranges, and any associated risks for the City
- » **Estimate City revenues from TIF or other sources.** Ehlers will build a cash flow model from the proposed Project that may support financing the developer’s “gap,” if any, and compare to the developer’s numbers. Ehlers will examine whether these revenues are appropriate to fill the “gap,” if any. Ehlers will review and provide feedback on whether any of the developer’s Project costs are eligible expenses under state statutes. Finally, Ehlers will identify options for financing any needed City portion of the Project, if necessary
- » **Prepare a summary report for the City.** The report will summarize the results of our analysis and make recommendations as appropriate to the City. Ehlers will conduct a conference call with City’s staff to discuss the analysis, potential costs and benefits of the Project and review any additional feedback from the City prior to the final report
- » **Participate in Developer Negotiations, as requested by the City.** As needed, Ehlers will participate with the City’s negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. If needed, Ehlers staff will provide support to the City in discussions and developing iterations of a Development Agreement. The final agreement is subject to City’s attorney approval

## SECTION B: PROPOSAL NARRATIVE

Based on the financial analysis outlined above, Ehlers will make recommendations to the City on possible incentives or assistance to Developer, and the use of “Look Back” provisions in the Development Agreement, so that if the Project is more successful than originally projected when submitting a TIF requested, the Developer assistance is adjusted accordingly.

If warranted, Ehlers will conduct further analysis, modeling and “what-if” scenarios as part of this engagement. The Ehlers team assigned to the City is available for questions and encourages as much collaboration as possible.

### Project Timeline

Ehlers will complete the phased scope of services according to the following schedule

Phase	Work Completed	Timeline
Phase I	TID Feasibility Analysis	February - July 2025
Phase II	TID Project Plan Development & District Creation	May - July 2025
Phase III	District Certification by DOR	After October 31, 2025

**Department of Community Development Inspection Division**

**Permit Summary Count YTD Comparison**

01/01/24 Thru 12/31/24

Report Date: 1/6/2025

Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
<b>BUILDING</b>				
	2023	1,127	182,429,107	612,097.39
	2024	1,096	212,290,888	624,819.27
		<b>-2.75 %</b>	<b>16.37 %</b>	<b>2.08 %</b>
<b>DISPLAY SIGN</b>				
	2023	148	1,310,494	6,068.00
	2024	136	1,112,924	37,430.00
		<b>-8.11 %</b>	<b>-15.08 %</b>	<b>516.84 %</b>
<b>ELECTRICAL</b>				
	2023	857	20,305,474	147,145.44
	2024	1,067	27,015,188	183,859.77
		<b>24.50 %</b>	<b>33.04 %</b>	<b>24.95 %</b>
<b>EROSION CNTL</b>				
	2023	18		2,650.00
	2024	28		4,300.00
		<b>55.56 %</b>	<b>%</b>	<b>62.26 %</b>
<b>HEATING</b>				
	2023	958	24,595,966	100,412.14
	2024	929	26,916,258	104,046.31
		<b>-3.03 %</b>	<b>9.43 %</b>	<b>3.62 %</b>
<b>PLAN REVIEW</b>				
	2023	92		35,810.00
	2024	71		28,530.00
		<b>-22.83 %</b>	<b>%</b>	<b>-20.33 %</b>
<b>PLUMBING</b>				
	2023	704	12,004,962	45,478.40
	2024	909	13,761,608	62,635.00
		<b>29.12 %</b>	<b>14.63 %</b>	<b>37.72 %</b>
<b>SEWER</b>				
	2023	414	13,425,196	34,624.00
	2024	578	4,354,468	47,689.00
		<b>39.61 %</b>	<b>-67.56 %</b>	<b>37.73 %</b>
<b>WELL</b>				
	2023	19		760.00
	2024	5		200.00
		<b>-73.68 %</b>	<b>%</b>	<b>-73.68 %</b>

Department of Community Development Inspection Division

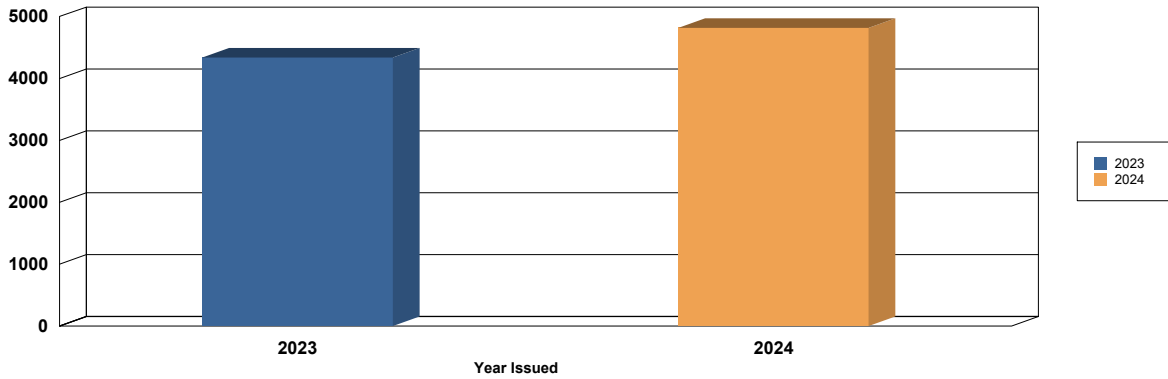
Permit Summary Count YTD Comparison

01/01/24 Thru 12/31/24

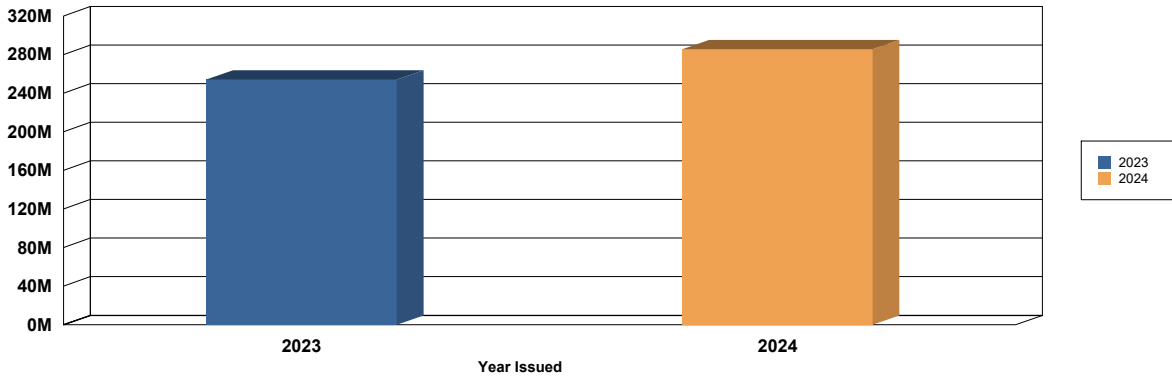
Report Date: 1/6/2025

	2023	2024
<b>Permits</b>	<b>4337</b>	<b>4819</b>
<b>Estimated Cost</b>	<b>254,071,199.00</b>	<b>285,451,334.00</b>
<b>Receipt Amount</b>	<b>985,045.37</b>	<b>1,093,509.35</b>

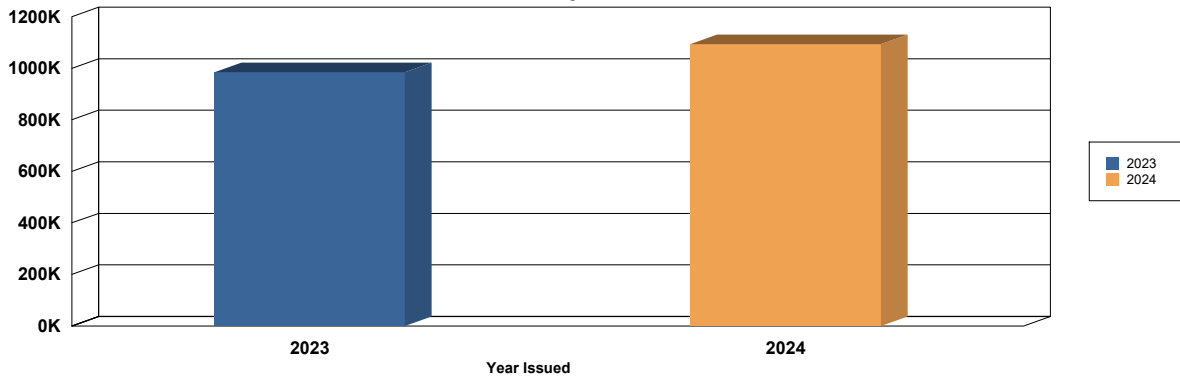
Number of Permits



Estimated Cost



Receipt Amount



**Department of Community Development Inspection Division**

**Permit Summary Count YTD Comparison**

01/01/25 Thru 01/31/25

Report Date: 2/3/2025

Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
<b>BUILDING</b>				
	2024	42	16,659,521	98,267.10
	2025	65	7,744,220	27,831.00
		<b>54.76 %</b>	<b>-53.51 %</b>	<b>-71.68 %</b>
<b>DISPLAY SIGN</b>				
	2024	6	83,771	600.00
	2025	10	82,609	1,000.00
		<b>66.67 %</b>	<b>-1.39 %</b>	<b>66.67 %</b>
<b>ELECTRICAL</b>				
	2024	44	2,835,506	16,471.05
	2025	49	443,960	10,101.57
		<b>11.36 %</b>	<b>-84.34 %</b>	<b>-38.67 %</b>
<b>EROSION CNTL</b>				
	2024	2		250.00
		%	%	%
<b>HEATING</b>				
	2024	67	1,774,820	6,739.70
	2025	101	9,052,519	13,118.70
		<b>50.75 %</b>	<b>410.05 %</b>	<b>94.65 %</b>
<b>PLAN REVIEW</b>				
	2024	10		4,780.00
	2025	5		1,235.00
		<b>-50.00 %</b>	%	<b>-74.16 %</b>
<b>PLUMBING</b>				
	2024	39	809,330	4,034.00
	2025	47	1,749,610	6,273.00
		<b>20.51 %</b>	<b>116.18 %</b>	<b>55.50 %</b>
<b>SEWER</b>				
	2024	12	44,411	2,457.00
	2025	16	306,550	3,740.00
		<b>33.33 %</b>	<b>590.26 %</b>	<b>52.22 %</b>
<b>WELL</b>				
	2024	2		80.00
		%	%	%



Department of Community Development Inspection Division

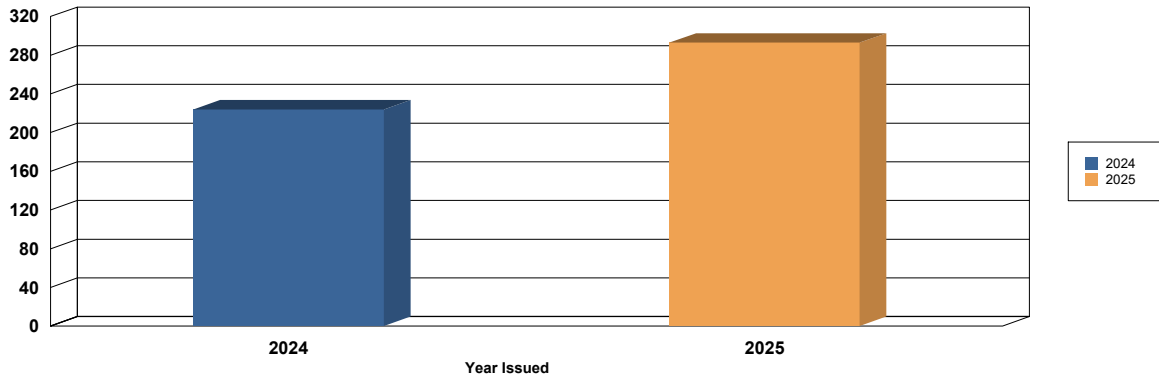
Permit Summary Count YTD Comparison

01/01/25 Thru 01/31/25

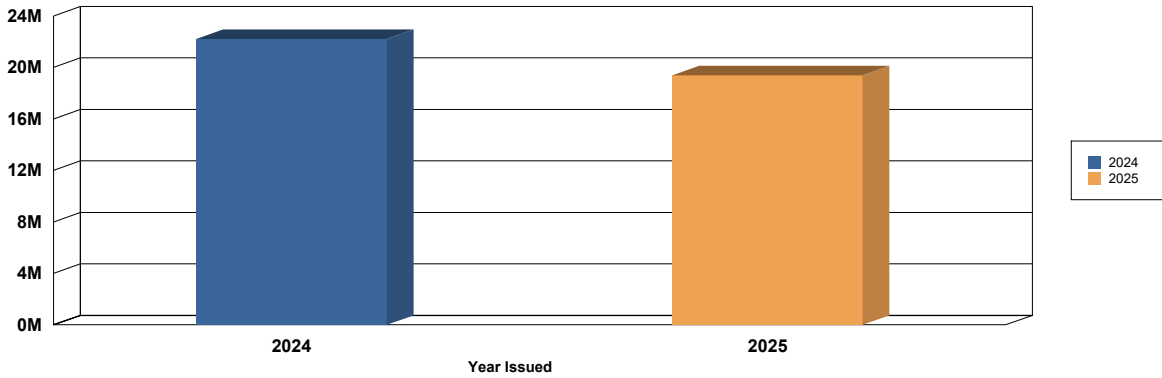
Report Date: 2/3/2025

	2024	2025
<b>Permits</b>	<b>224</b>	<b>293</b>
<b>Estimated Cost</b>	<b>22,207,359.00</b>	<b>19,379,468.00</b>
<b>Receipt Amount</b>	<b>133,678.85</b>	<b>63,299.27</b>

Number of Permits



Estimated Cost



Receipt Amount

