

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