



Meeting Agenda - Final
Community & Economic Development Committee

Wednesday, July 26, 2023

6:30 PM

Council Chambers, 6th Floor

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

[23-0881](#) CEDC Minutes from 7-12-23

Attachments: [CEDC Minutes 7-12-23.pdf](#)

5. Public Hearing/Appearances

6. Action Items

[23-0882](#) Request to approve a variance to the Deed Restrictions and Covenants to allow for an approximately 3,120 square foot truck maintenance facility on the approximately 16 acres of the approximately total 30 acres under contract for Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00 for Hayden Properties, LLC (an entity of F Street Development)

Attachments: [Hayden Properties LLC Variance Request Memo 7-26-23.pdf](#)

[Variance Request Email From F Street 7-13-23.pdf](#)

[C1.0 SITE PLAN \(R3-FP\)_Hayden Properties Request.pdf](#)

[C1.1 OVERALL SITE PLAN \(R3-FP\)_Hayden Properties Request.pdf](#)

[SPCP Deed Restrictions.pdf](#)

[F Street Subject Area Map.pdf](#)

- [23-0883](#) Request to amend the Development Agreement with 318 College Ave LLC to extend the completion date for a period of an additional six (6) months for improvements and redevelopment of the property located at 318 W. College Avenue (the Park Central Property) in Tax Increment Financing District No. 11

Attachments: [318 College Ave LLC DA Extension Memo 7-26-23.pdf](#)
[Request from 318 College Ave LLC to Amend DA 7-18-23.pdf](#)
[Park Central - Dev Agr 1st Amendment RECORDED.pdf](#)
[Park Central - Dev Agrm - RECORDED.pdf](#)

- [23-0905](#) Resolution #8-R-23 Creating Appleton Conservancy Park

Attachments: [#8-R-23 Appleton Conservancy Park Resolution .pdf](#)

7. Information Items

8. Adjournment

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

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

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



City of Appleton

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

Meeting Minutes - Final Community & Economic Development Committee

Wednesday, July 12, 2023

6:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

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

2. Pledge of Allegiance

3. Roll call of membership

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

Others present:

Aldersperson Katie Van Zeeland, District #5

Becky Bartoszek, Fox Cities Chamber

Eric Broten, Fox Cities Chamber

4. Approval of minutes from previous meeting

[23-0782](#)

CEDC Minutes from 6-14-23

Attachments: [CEDC Minutes 6-14-23.pdf](#)

Thyssen moved, seconded by Wolff, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

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

5. Public Hearing/Appearances

6. Action Items

[23-0783](#)

****CRITICAL TIMING**** Request to approve Amendment #6 to the Offer to Purchase from Hayden Properties, LLC to purchase Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00 to modify and amend the property purchased by replacing Exhibit A with the new Exhibit A comprising approximately 16 acres (Associated with File #23-0784)

Attachments: [Hayden Properties LLC Amendment 6 to OTP Memo 7-12-23.pdf](#)
[Buyer Signed 6th Amendment to OTP + New Exhibit A Hayden Properties.pdf](#)
[Hayden Properties Accepted OTP 10-20-21.pdf](#)
[Hayden Properties II Executed Amendment 1.pdf](#)
[Hayden Properties II Executed Amendment 2.pdf](#)
[Hayden Properties II Executed Amendment 3.pdf](#)
[Hayden Properties II Executed Amendment 4.pdf](#)
[Hayden Properties II Executed Amendment 5.pdf](#)
[Subject Area Map Southpoint 16 Acres.pdf](#)

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

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

[23-0784](#)

****CRITICAL TIMING**** Request to approve the Offer to Purchase from F Street Manager 3, LLC to purchase a portion of the vacant land described as Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00, such portion consisting of approximately 14 acres, as shown on the attached Exhibit A, at a purchase price of \$574,000.00 (\$41,000 per acre) (Associated with File #23-0783)

Attachments: [Buyer Signed OTP + Addendum Adjacent Excess Land 14 Acres F Street Manager 3 LLC.pdf](#)
[Exhibit A Subject Area Map Southpoint 14 Acres.pdf](#)

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

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

[23-0786](#)

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

The Committee did not go into closed session.

7. Information Items

[23-0785](#)

Fox Cities Regional Partnership/Chamber Economic Development Update

Attachments: [City of Appleton Update.pdf](#)
[Small Business Success Kit_Fox Cities Chamber.pdf](#)

Eric Broten of the Fox Cities Chamber distributed copies of the Small Business Success Kit handout to the Committee. This handout is attached.

This item was presented and discussed.

[23-0808](#)

Proposed Table of Organization Changes - Health and Community & Economic Development Departments

Attachments: [2023.07.5 HealthTOChange c.pdf](#)
[Community & Economic Development Draft 7.05.23.pdf](#)
[Health Department Draft 7.5.23.pdf](#)

This item was presented and discussed.

8. Adjournment

Jones moved, seconded by Wolff, that the meeting be adjourned at 7:14 p.m.

Roll Call. Motion carried by the following vote:

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



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: July 26, 2023

RE: Hayden Properties, LLC Variance Request – Portion of Lots 26, 27, 28 & 29 Southpoint Commerce Park Plat No. 3 and Parcel ID #31-9-5712-00

Hayden Properties (an entity of F Street Development) has notified the City that they have secured a “build to suit” project that will utilize approximately 16 acres of the roughly 30 acres under contract in the Southpoint Commerce Park. The prospective tenant’s operations will primarily consist of manufacturing, wholesaling, warehousing, and distribution as indicated on the site plan (attached). As part of the tenant’s operations, they will have a fleet of delivery vehicles stored and maintained on-site. A “truck shop” of approximately 3,120 square feet is proposed on the site plan. This will be used exclusively for the maintenance and service of tenant delivery vehicles. No commercial truck repair will be done on-site.

The Southpoint Commerce Park Deed Restrictions and Covenants, Section 2 “Land Use”, does not provide for a truck shop. Additionally, Section 4 “Building Standards” (A) states that, “Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.”

Staff is recommending approval of this variance as the use is complementary to the primary allowed use on-site, and the gross floor area of both buildings well exceeds the 7,500 square feet and 10 percent requirements.

Hayden Properties is an entity of F Street Development. F Street has already purchased approximately 55 acres in Southpoint Commerce Park and built two manufacturing / industrial / warehousing buildings of approximately 220,000 sq. ft. and 250,000 sq. ft, with a third 250,000 sq. ft. building currently under construction.

Staff Recommendation:

A variance to Section 2 “Land Use” and Section 4(A) “Building Standards” to allow for an approximately 3,120 square foot truck maintenance facility on the approximately 16 acres of Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat No. 3 and Parcel ID #31-9-5712-00
BE APPROVED.

Brenda Broeske

Subject: Follow Up-F Street

From: Josh Lurie <josh@fstreet.com>

Sent: Thursday, July 13, 2023 3:39 PM

To: Matthew Rehbein <Matthew.Rehbein@Appleton.org>; Jessica L. Titel <Jessica.Titel@Appleton.org>

Cc: Laurent, Nathan (Keller Inc.) <nlaurent@kellerbuilds.com>; Scott Lurie <scott@fstreetgroup.com>; Tomás Clasen <TClasen@reinhartlaw.com>; Jordan Lynch <jordan@fstreet.com>

Subject: Follow Up-F Street

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matt: Thanks for your time just now on the phone.

As discussed, the prospective tenant that we are working together on finalizing the lease with will have a separate truck maintenance facility on site (see attached site plans), which accounts for less than the 3% of the total square footage between the 2 buildings.

This building will be used by the tenant exclusively for maintaining their own fleet vehicles, and not as a commercial maintenance facility that services other vehicles.

We are seeking a variance for this, and understand the timeline will be August 2nd for final approval.

Note: In terms of seeking additional variance for building materials, as discussed just now, please confirm that we will not be seeking one for this.

Jessica: I am attaching the completed signed Application for Zoning Verification Letter here. Please confirm this is accurate and correct.

Jordan: Please mail a check to the City of Appleton for \$50.

Thank you all.



Josh Lurie

GC & VP of Investor Relations

<https://linktr.ee/joshlurie>

[Schedule a Meeting](#)

F Street Group

1134 N. 9th Street, Suite 200

Milwaukee, WI 53233

Direct: 414.315.3190

josh@fstreetgroup.com

Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.

SHEET INDEX

- C1.0 SITE PLAN
- C1.1 OVERALL SITE PLAN
- A1.0 FLOOR PLAN
- A1.1 TRUCK SHOP FLOOR, FOUNDATION PLAN, AND ELEVATIONS
- A2.0 ELEVATIONS
- A3.0 SECTIONS & DETAILS
- A3.1 WALL SECTIONS/DETAILS
- A3.2 TRUCK SHOP SECTION
- S1.0 FOUNDATION PLAN
- T2.0 SPECIFICATIONS

BUILDING & FIRE AREA SQUARE FOOTAGES

FLOOR AREAS	WAREHOUSE	TRUCK SHOP
SECOND FLOOR	N/A	N/A
FIRST FLOOR	105,270 S.F.	3,120 S.F.
CANOPIES (COLUMN SUPPORTED)	N/A	N/A
BASEMENT	N/A	N/A
BUILDING AREA SUB-TOTALS	105,270 S.F.	3,120 S.F.
MEZZANINES	N/A	N/A
FIRE AREA TOTALS	105,270 S.F.	3,120 S.F.

BUILDING CODE ANALYSIS

PROJECT ADDRESS
xxxx S. Alliance Dr. Appleton, WI 54915

APPLICABLE CODES
2015 International Building Code (w/ WI Amendments)
ASHRE Standard 90.1-2013
2015 IBC (Level # Alteration)

OCCUPANCY
B - BUSINESS, F1 - MODERATE HAZARD FACTORY, S1 - MODERATE HAZARD STORAGE
Accessory Use
Incidental Use
High-Piled Combustible Storage YES
Hazardous Materials NO
Multiple Control Areas NO

HEIGHT & AREA
Building Height: --" Maximum Allowed: --"
Number of Stories: -- Maximum Allowed: --
Total Building Area: -- S.F. Maximum Allowed: -- S.F.
Total Fire Area: -- S.F. Maximum Allowed: -- S.F.
Mixed/Separated Occupancies
Unlimited Area Building YES

CONSTRUCTION TYPE
Construction Classification IIB
Fire Separation Distance --"

FIRE PROTECTION SYSTEMS
Assumed Sprinkler Type NFPA 13 (ESFR)
Fire Alarm System TBD

MEANS OF EGRESS
Occupant Load TBD
Panic Hardware TBD

STRUCTURAL DESIGN
Risk Category 2
Live Loads
Roof Live Load 20 psf
Second Floor/Mezz Live Load -- psf
Collateral Load 3 psf
Snow Load
Ground Snow Load 40 psf
Exposure Factor 9
Thermal Factor 1.0
Wind Loads
Wind Load 115 MPH
Exposure Category C
Earthquake Loads
Seismic Site Class D

PLUMBING SYSTEMS
Mens WC Required YES/NO
Womens WC Required YES/NO
Drinking Fountain YES/NO
Other Source YES/NO

MECHANICAL SYSTEMS
NO SINGLE PIECE OF EQUIPMENT OVER 400,000 BTU

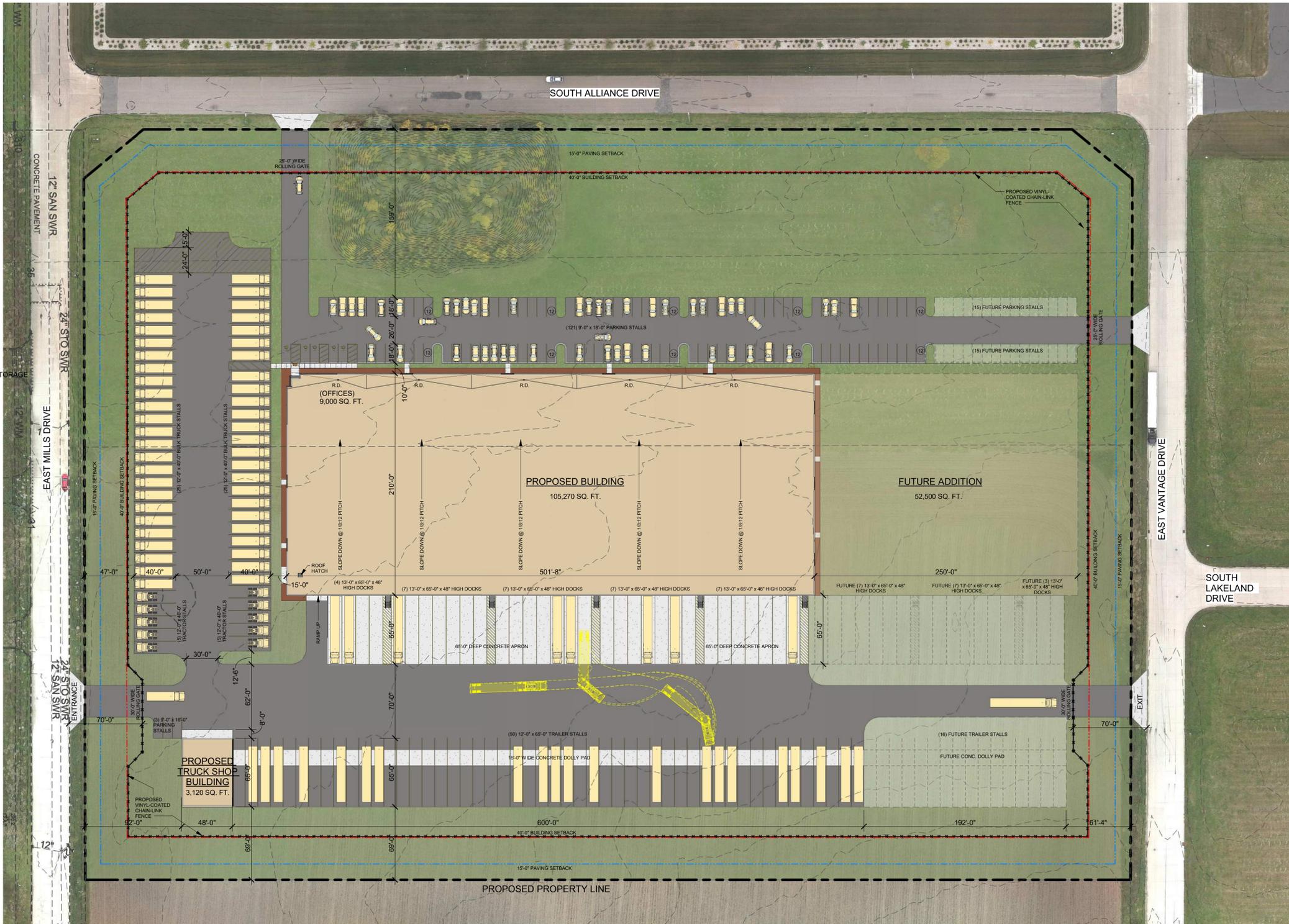
SITE INFORMATION

SITE CONTENT

Building Size	105,270 S.F.	15.0%
Hard Surface	225,191 S.F.	32.0%
Green Space	372,935 S.F.	53.0%
Parcel Size (Approx.)	703,396 S.F.	16.15 Acres
Parking Provided	(124) 9'-0" x 18'-0" STALLS (50) 12'-0" x 65'-0" STALLS (60) 12'-0" x 40'-0" STALLS	

ZONING

Property Zoning	--
Setbacks	FY 40'-0" SY 40'-0" RY 40'-0"
Hard Surface Setback	15'-0"
Coverage Limit	--%
Greenspace Requirement	--%
Parking Required	-- Stalls
Refuse Enclosure	YES/NO
RTU SCREENING	YES/NO



PROPOSED BUILDING #5 FOR:

SOUTHPOINT INDUSTRIAL DEVELOPMENT

APPLETON, WISCONSIN



Keller
PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130
PHONE (920) 766-5795 /
1-800-236-2534
FAX (920) 766-5004

MADISON
711 Lodi Dr.
Sun Prairie, WI 53590
PHONE (608) 318-2336
FAX (608) 318-2337

MILWAUKEE
W204 N11509
Caledonia Rd
Carmelton, WI 53022
PHONE (262) 250-9710
1-800-236-2534
FAX (262) 250-9740

WAUSAU
5605 Libac Ave
Wausau, WI 54401
PHONE (715) 849-3141
FAX (715) 849-3181

www.kellerbuilds.com

PROPOSED BUILDING #5 FOR:

SOUTHPOINT INDUSTRIAL DEVELOPMENT

APPLETON, WISCONSIN

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REVISIONS

1	12.22.2022	TDP
2	01.11.2023	TDP
3	06.19.2023	TDP
4		
5		
6		

PROJECT MANAGER:
N. LAURENT

DESIGNER:
C. MANSKE

DRAWN BY:
TDP

EXPEDITOR:

SUPERVISOR:

PRELIMINARY NO:
P22310

CONTRACT NO:

DATE:
10.18.2022

SHEET:
C1.0

PRELIMINARY - NOT FOR CONSTRUCTION



NORTH
CONCEPTUAL SITE PLAN
 1" = 60'-0"



THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN ARE INTERPRETED VALUES. FOLLOW UP INVESTIGATION WITH STATE AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA WHEN AVAILABLE IS REQUIRED.

Keller

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES N216 State Road 55 P.O. Box 620 Kaukauna, WI 54130 PHONE (920) 766-5795 / 1-800-236-2534 FAX (920) 766-5004	MADISON 711 Lark Dr. Sun Prairie, WI 53590 PHONE (608) 318-2336 FAX (608) 318-2337
MILWAUKEE W204 N11509 Crosswinds Rd Crosswinds, WI 53022 PHONE (262) 250-9710 1-800-236-2534 FAX (262) 250-9740	WAUSAU 5605 Libac Ave Wausau, WI 54401 PHONE (715) 849-3141 FAX (715) 849-3181

www.kellerbuilds.com

PROPOSED BUILDING #5 FOR:
SOUTHPOINT INDUSTRIAL DEVELOPMENT
 APPLETON, WISCONSIN

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PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS		
1	12.22.2022	TDP
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3	06.19.2023	TDP
4		
5		
6		

PROJECT MANAGER:	N. LAURENT
DESIGNER:	C. MANSKE
DRAWN BY:	TDP
EXPEDITOR:	-----
SUPERVISOR:	-----
PRELIMINARY NO:	P22310
CONTRACT NO:	-----
DATE:	10.18.2022
SHEET:	C1.1

Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

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

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

1. ***Setbacks:***

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

2. ***Land Use:***

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

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

3. *Nuisance Factors and Hazards*

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

4. *Building Standards*

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

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

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

5. ***Landscaping:***

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

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

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

6. *Utility Controls*

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

7. *Parking, Loading*

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

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

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

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

8. ***Outdoor Storage:***

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

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

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

10. ***Signs:***

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

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

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

11. ***Maintenance Responsibilities:***

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

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

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

13. ***Repurchase Rights:***

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

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

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

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

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

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

16. ***Variances:***

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

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

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

18. ***Invalidation:***

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

19. ***Term:***

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

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

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

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts

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

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

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

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

9-5712-10
Arrow Moving
Systems, Inc

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

9-5712-14
Lot 14
SCP Plat No. 2
2.16 acres
\$45,000 per acre

9-5712-4
Appleton
Hydraulic
Components

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9-5712-26
Lot 26
SCP Plat
No. 3
1.74 acres
\$40,000/acre

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

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

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Officially Mapped Midway Road

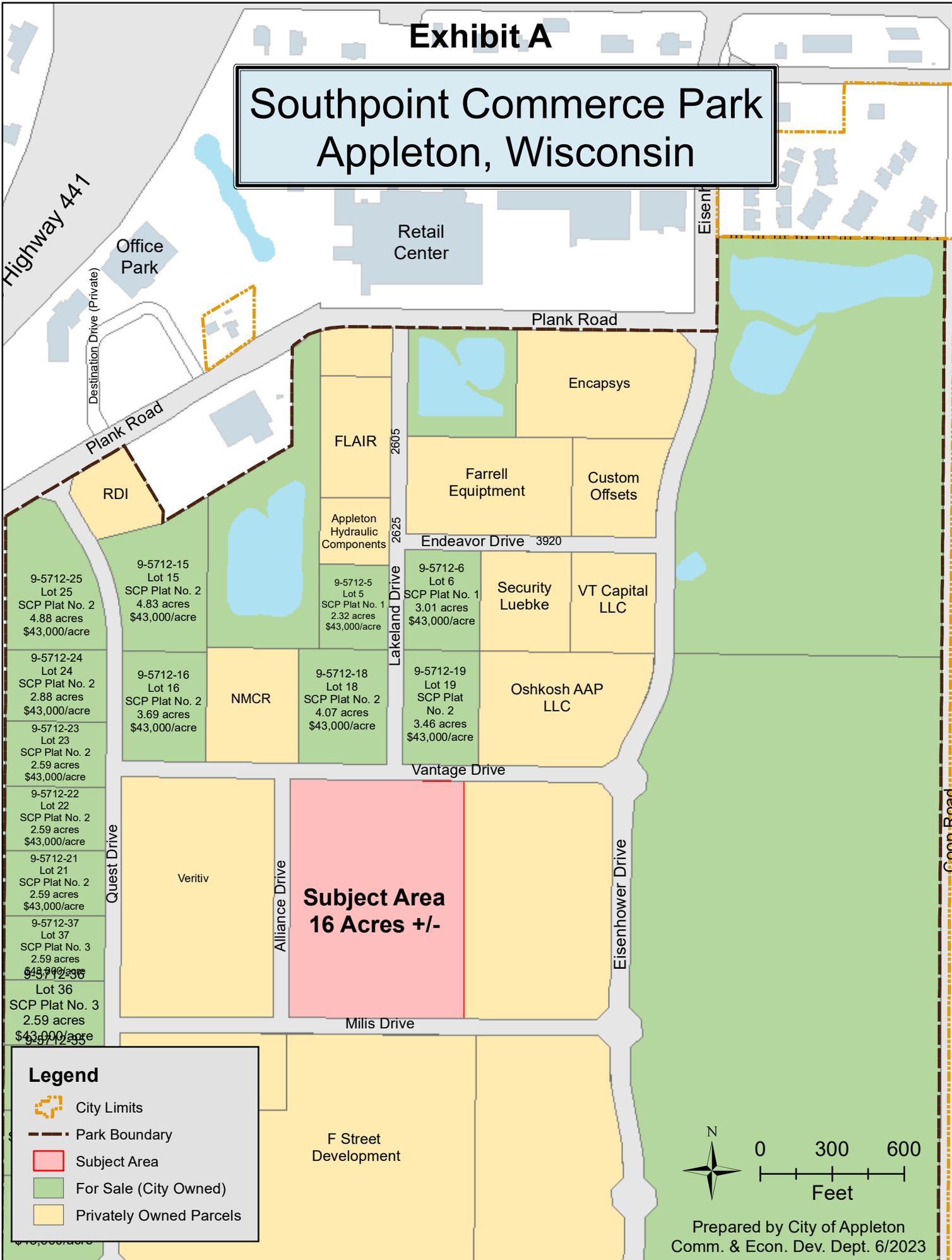
Midway Road

Coop Road



Exhibit A

Southpoint Commerce Park Appleton, Wisconsin



Legend

- City Limits
- Park Boundary
- Subject Area
- For Sale (City Owned)
- Privately Owned Parcels

N

0 300 600
Feet

Prepared by City of Appleton
Comm. & Econ. Dev. Dept. 6/2023



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: July 26, 2023

RE: Extension of the Completion Date for Development Agreement Between 318 College Ave LLC and City of Appleton

The City of Appleton has received a request from 318 College Ave LLC for an extension of the completion date to the Development Agreement dated March 24, 2021.

Section 4.1.1 calls for completion of the project by June 30, 2023. Due to labor and supply chain issues, construction has been delayed. Developer is seeking an extension of six (6) months to Section 4.1.1 as anticipated in the original agreement. While this extension is for six (6) months, Developer expects to be complete within the next couple weeks. Per the City's Commercial Building Inspector, the residential units are complete; however, the first floor commercial units are not quite ready, so a Certificate of Occupancy cannot yet be issued.

Staff believes Developer has been working in good faith to complete this project and meet the terms of the original agreement. This amendment will only affect the completion date of the project. Developer's requirement to create \$8.1M in increment by January 1, 2024 will not change with this extension.

Staff Recommendation:

Extend the Development Agreement with 318 College Ave LLC, Section 4.1.1 for a period of an additional six (6) months **BE APPROVED**.

Brenda Broeske

From: Matthew Cole <matthewgiancole@gmail.com>
Sent: Tuesday, July 18, 2023 3:54 PM
To: Matthew Rehbein
Cc: Daniel J. Meissner
Subject: Re: Park Central extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Matt,

Thank you for the note and rest assured I really want this project completed, more than anyone else!

1) Estimated completion is ASAP! It was supposed to already be done!! I am being told a few weeks yet for finishing touches and all items code related to the white box for commercial space.

2) Reasons for delay are still material delays, sub-contractor and labor related. There seems to be some issues with back ordered materials and items not coming in, and also employees (or lack there of) for the sub contractors. Not enough of them and not the highest quality of some of the work being performed which then needs to be re-done after QC. Then scheduling conflicts and crews not being available to finish their work before the next trade comes in to start and complete their tasks.

If you are able to extend another 6 months, I am more than confident we will be fully completed long prior to expiration.

Thanks again for reaching out and I'll let you know when I am in town to give a formal tour!

Warmest regards,

Matthew Cole
414.477.4979

On Jul 18, 2023, at 9:25 AM, Daniel J. Meissner <Daniel.Meissner@appleton.org> wrote:

Thanks Matt & Matt

Dan

From: Matthew Rehbein <Matthew.Rehbein@Appleton.org>
Sent: Monday, July 17, 2023 3:13 PM
To: matthewgiancole@gmail.com
Cc: Daniel J. Meissner <Daniel.Meissner@Appleton.org>
Subject: Park Central extension

Good Afternoon Matthew,

In speaking with Dan Meissner, I understand you may be seeking an amendment to Section 4.1.1 of your DA to extend the completion Date by 6 months for your project at 318 W. College from June 30. I'd be happy to help with that, all I'll need is a request from you (E-mail is fine) that includes 1) When you anticipate completion 2) reason(s) for delay. If you can get that to me by noon Wednesday (7-19), I can get this on the next committee Agenda for July 26, which would go on to Council Aug. 2 for final approval. Given you've clearly been working in good faith to complete the project, and this extension won't impact the financial obligation(s) of the City at all, I don't anticipate any issue with the request. Thank you.

Matt Rehbein

Economic Development Specialist

<image001.jpg>

City of Appleton

Community & Economic Development

100 N. Appleton Street

Appleton, WI 54911

(920) 832-6463 Direct Phone

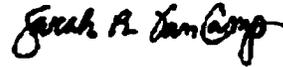
(920) 832-5994 Fax

www.appleton.org

Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.

**FIRST AMENDMENT TO TAX INCREMENT
DISTRICT NO. 11 DEVELOPMENT AGREEMENT**

Document #: **2286220**
Date: **01-11-2023** Time: **12:38 PM**
Pages: **5** 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. 31-2-0243-00

5

**FIRST AMENDMENT TO
TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT**
(Park Central)

This Amendment to the Agreement by and between the **City of Appleton**, Outagamie County, Wisconsin, a municipal corporation ("City"), and **318 College Ave LLC**, the owner and development ("Developer") of property lying within the city of Appleton agree as follows:

WHEREAS, the City and Developer, have previously entered into a Development Agreement recorded on April 16, 2021 with the Outagamie County Register of Deeds as Document No. 2230912 incorporated herein by reference ("Development Agreement"); and

WHEREAS, at the request of the Developer, on December 21, 2022 the City of Appleton Common Council approved certain extensions within the Development Agreement based upon unforeseen circumstances experienced by the Developer.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 4.1.1 shall be replaced with: The Project's completion on or before June 30, 2023 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.
2. Section 4.1.2 shall be replaced with: The Property's assessed value is no less than Eight Million One Hundred Thousand Dollars (\$8,100,000) on or after January 1, 2024.
3. All other terms and conditions of the Development Agreement remain the same.

Dated this 29th day of December, 2022.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

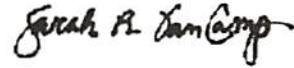
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The North 46.17 feet of Lot Ten (10) less the North Ten (10) feet thereof; The East 60 feet of the South 120 feet of Lot Ten (10); and the West 1/2 of Lot Eleven (11) less the North Ten (10) feet thereof; All being in Block 25, APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT

Document #: **2230912**
Date: **04-16-2021** Time: **1:20 PM**
Pages: **32** 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: 31-2-0243-00

32

ENVELOPE

This instrument was drafted by:
Christopher R. Behrens, City Attorney
City of Appleton

TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 24th day of March, 2021, by and among 318 College Ave 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 or will acquire the real property located 318 W. College Avenue, (Parcel 31-2-0243-00) 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 of commercial/retail space and four floors consisting of approximately thirty-nine (39) market rate living units offering one, two and three bedrooms with approximate square footage ranging from 750 to 1,460 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 March 17, 2021 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 Eight Hundred Twenty-Seven Thousand Dollars (\$827,000). The Developer estimates the project will create up to an additional Seven Million Two Hundred Seventy-Three Thousand Dollars (\$7,273,000) in incremental value.

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

AGREEMENT

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

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer'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) \$1,309,140 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2023, 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) five percent (5%).

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, 2022 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 Eight Million One Hundred Thousand Dollars (\$8,100,000) on or after January 1, 2023.

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:

**318 College Ave LLC
c/o Matthew Cole
2761 Contour Road
Missoula, MT 59802**

**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.

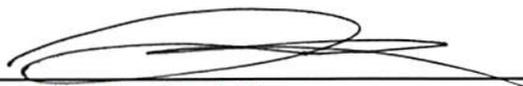
9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

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:

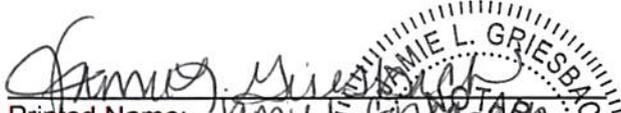
By: 
Jacob A. Woodford, Mayor

ATTEST:

By: 
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

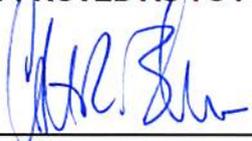
Personally came before me this 8 day of April, 2021, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Printed Name: JAMIE L. GRIESBACH
Notary Public, State of Wisconsin
My commission expires 11/11/2021


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


Anthony Saucerman, Finance Director

APPROVED AS TO FORM:


Christopher R. Behrens, City Attorney
Dated: March 18, 2021
By: Christopher R. Behrens
City Law A21-0070

SCHEDULE OF EXHIBITS

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The North 46.17 feet of Lot Ten (10) less the North Ten (10) feet thereof; The East 60 feet of the South 120 feet of Lot Ten (10); and the West 1/2 of Lot Eleven (11) less the North Ten (10) feet thereof; All being in Block 25, APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

EXHIBIT B

PROPOSED IMPROVEMENTS

The project budget is approximately eight million five hundred thousand (\$8,500,000) plus the building purchase price of one million sixty five thousand (\$1,065,000) for a total of nine million five hundred sixty five thousand (\$9,565,000). This does not include carrying costs.

(Copy of Plans/Design docs follow)

Matthew Cole
318 College Ave LLC
414.477.4979
matthewgiancole@gmail.com

December 1, 2020,

RE: PARK CENTRAL - EXECUTIVE SUMMARY

318 College Ave, LLC (the “Developer”) has been established to undertake the successful purchase, rehabilitation and redevelopment of the Park Central building, located at 318 West College Avenue in downtown Appleton, Wisconsin.

The Developer believes in the City of Appleton’s past and current efforts to attract and retain businesses and residents while improving the community with growth management and capital projects. We intend to serve a current housing need and enhance the community by re-developing this property and holding it as a viable, long term investment.

The Park Central property is located in the heart of the Central Business District in Appleton, and will be transformed into a state-of-the-art 75,000 sq. ft. building with over 16,500 square feet of Class A commercial space sub divided for multiple business occupants. The mixed-use improvements to Park Central will include a redeveloped second floor and an additional three floors of IIIB new construction slated for rental apartment use. The new apartments will offer a mix of one, two and three-bedroom units, yielding a total of 51 bedrooms in 39 apartments. Through careful planning, design and the use of quality construction techniques, and premium building materials, including glass, steel, brick and high-end finishes, we will provide modern, luxurious yet affordable residential units and commercial spaces serving Appleton residents and businesses.

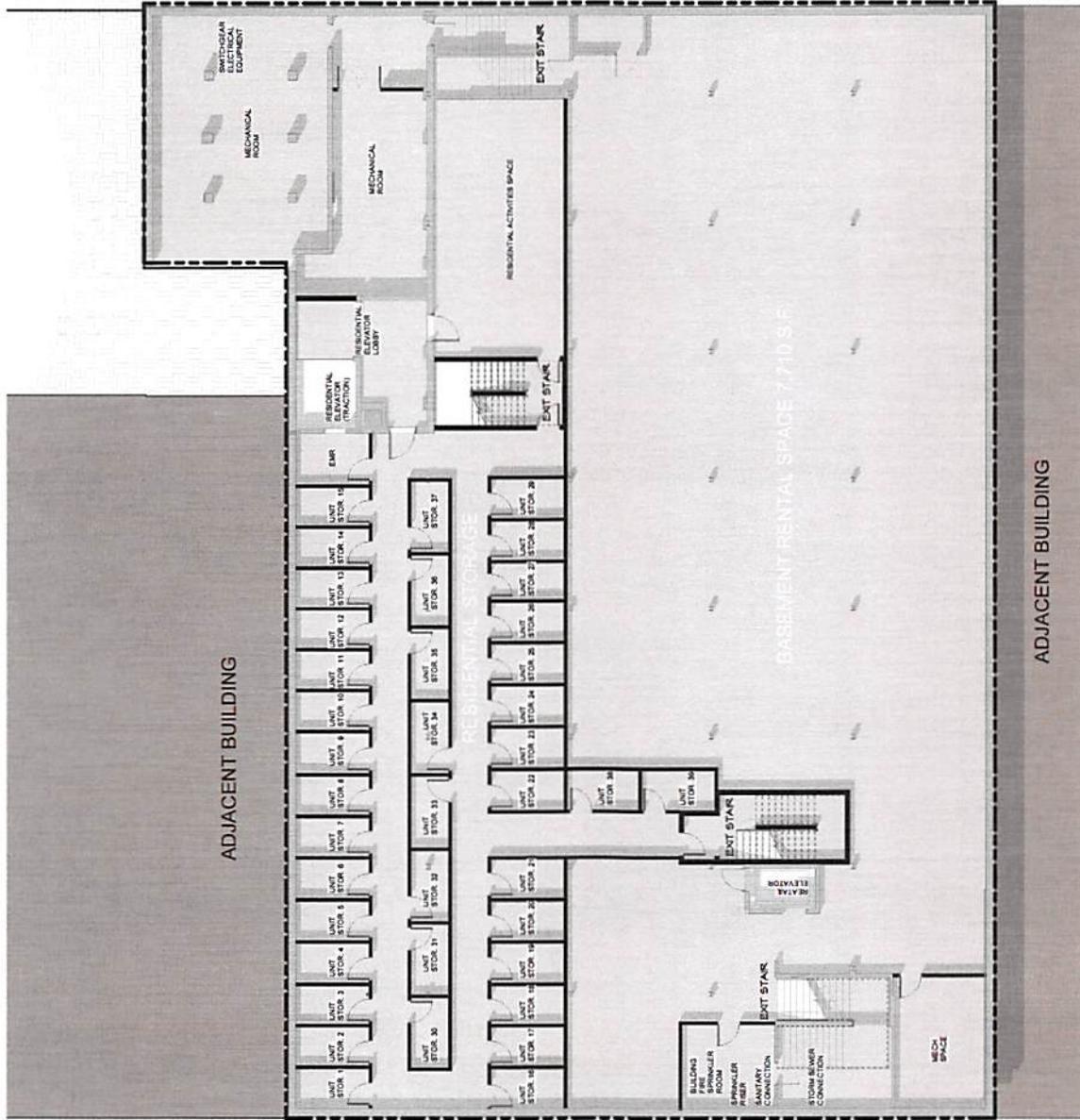
Our vision for the building at 318 W. College Ave is to provide an iconic structure for the Fox Valley and downtown Appleton. The Park Central development will become a staple in the community through an energetic and vibrant atmosphere for the commercial businesses and a welcoming home to the residents with a focus on security, cutting edge technology, desired amenities, convenience and a positive environment for all tenants. The apartments will cater to many demographics including retirees/empty nesters, young professionals, young families, and students. Park Central will feature unmatched levels of customer service and attention to detail with dedicated on-site property management, building amenities and secure residential access.

The existing structure is a two story over basement ~45,000 sq. ft. building in need of significant structural, mechanical, and aesthetic repairs. The building was purchased for \$1,065,000.00 in June of 2019. The 30,000 sq. ft. addition and improvements in the development project are estimated to be completed by Fall of 2022 at a cost of ~\$8.5MM plus the purchase price and carrying costs. This project will come to fruition in partnership with local Gries Architecture Group, Performa Architects & Engineers and Blue Sky Contractors. Estimated project cost breakdown are provided below;

The renderings below provide a preliminary representation of the completed structure.



- ROOF PARAPET 130'-0"
- MEZZ FLOOR 125'-0"
- TOP FIFTH FLOOR 115'-0"
- TOP FOURTH FLOOR 105'-0"
- TOP THIRD FLOOR 95'-0"
- TOP THIRD FLOOR ROOF 90'-0"
- TOP SECOND FLOOR 80'-0"
- SECOND FLOOR 75'-0"
- FIRST FLOOR 100'-0"



PARK CENTRAL
SCHEMATIC DESIGN

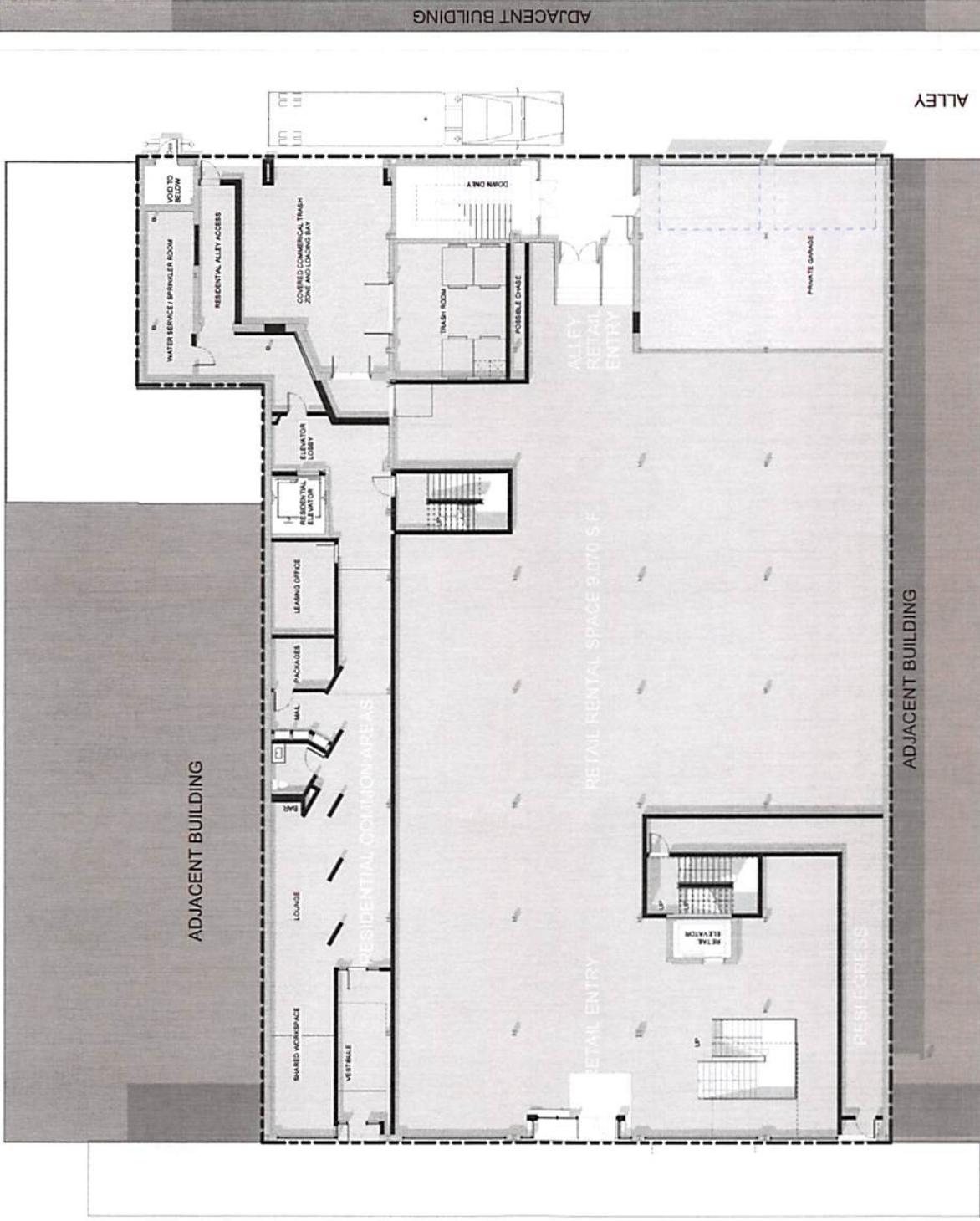
BASEMENT
SCALE: 1/8" = 1'-0"



Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
07/06/2020



PARK CENTRAL
SCHEMATIC DESIGN

FIRST FLOOR
SCALE: 1/8" = 1'-0"

Performa
ARCHITECTS + ENGINEERS



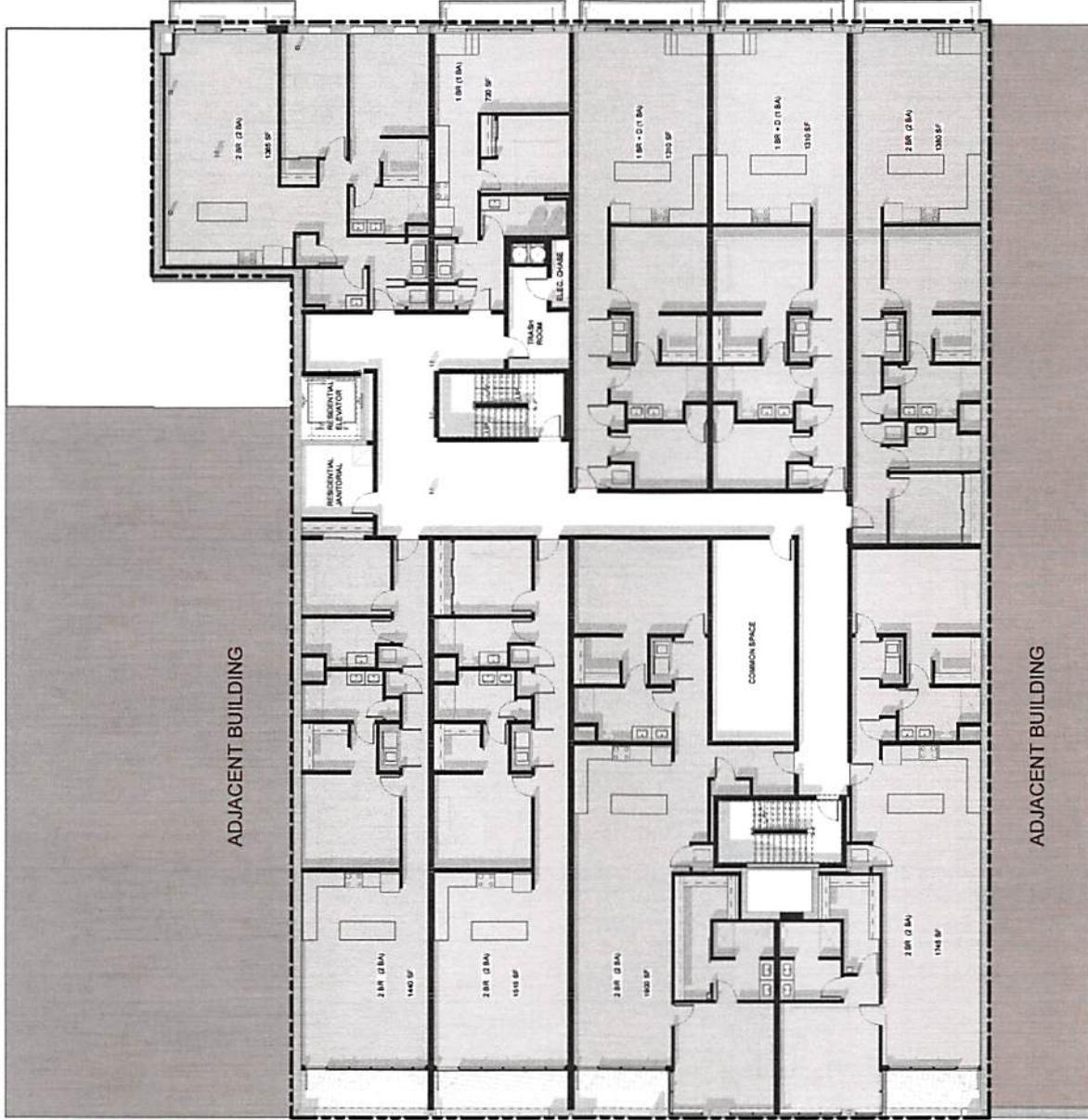
Gries
Architectural Group Inc.
07/09/2020

ADJACENT BUILDING

ALLEY

ADJACENT BUILDING

COLLEGE AVENUE



ADJACENT BUILDING

ADJACENT BUILDING

COLLEGE AVENUE

ALLEY

ADJACENT BUILDING

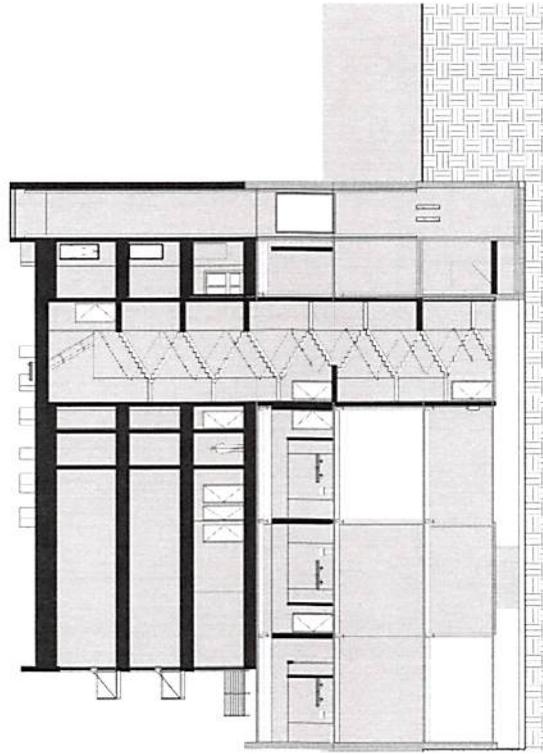
PARK CENTRAL
SCHEMATIC DESIGN

SECOND FLOOR
SCALE: 1/8" = 1'-0"

Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
06/26/2020

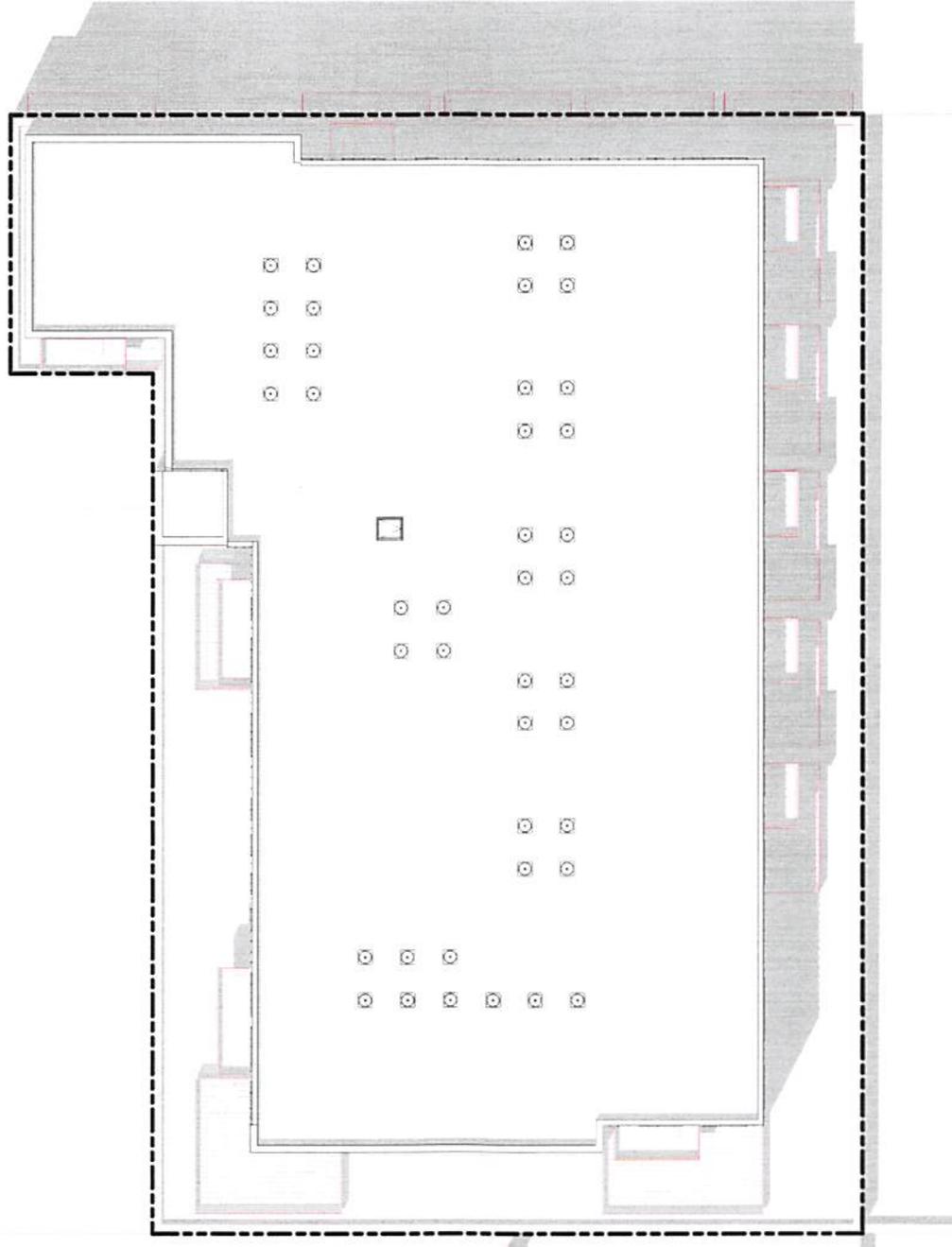


- ◆ NGA ROOF
186' - 0"
- ◆ 05 FIFTH FLOOR
184' - 8"
- ◆ 04 FOURTH FLOOR
183' - 2"
- ◆ 03 THIRD FLOOR
181' - 0"
- ◆ 03 THIRD FLOOR ROOF
181' - 8"
- ◆ TO TOPPING 2ND FLR
180' - 2' 0"
- ◆ 02 SECOND FLOOR
178' - 0"
- ◆ FIRST FLOOR
100' - 0"
- ◆ BASEMENT
81' - 4"

PARK CENTRAL
SCHEMATIC DESIGN

BUILDING SECTION
SCALE: 3/32" = 1'-0"





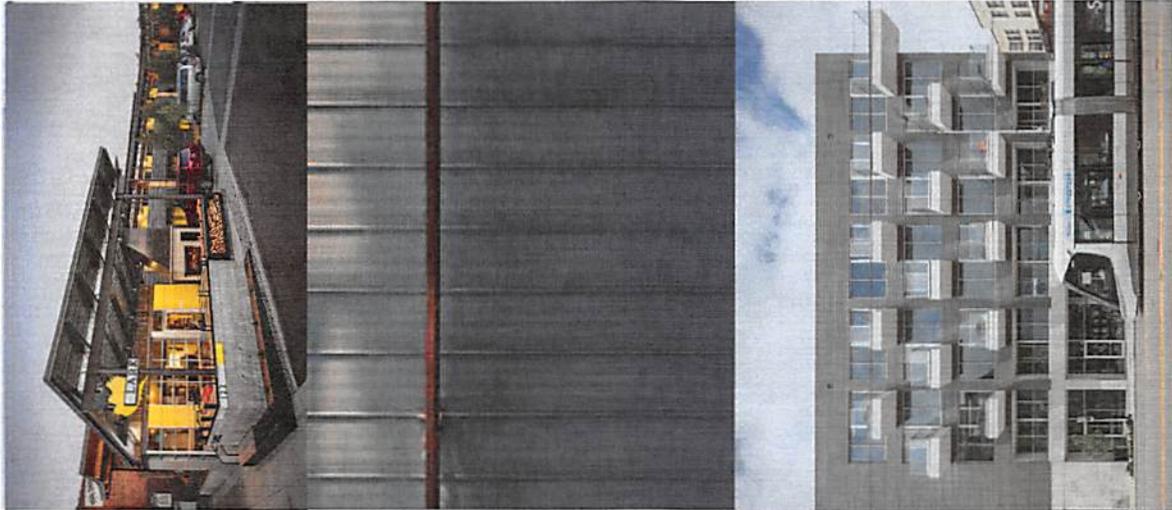
PARK CENTRAL
SCHEMATIC DESIGN

ROOF
SCALE: 1/8" = 1'-0"

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Architectural Group Inc.
07/02/2020



PARK CENTRAL
SCHEMATIC DESIGN



MATERIALS
SCALE



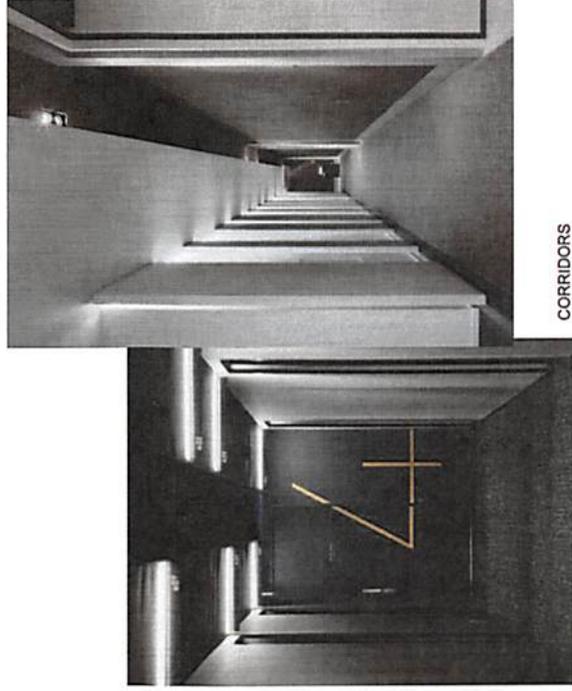
07/09/2020



LOBBY



UNITS



CORRIDORS

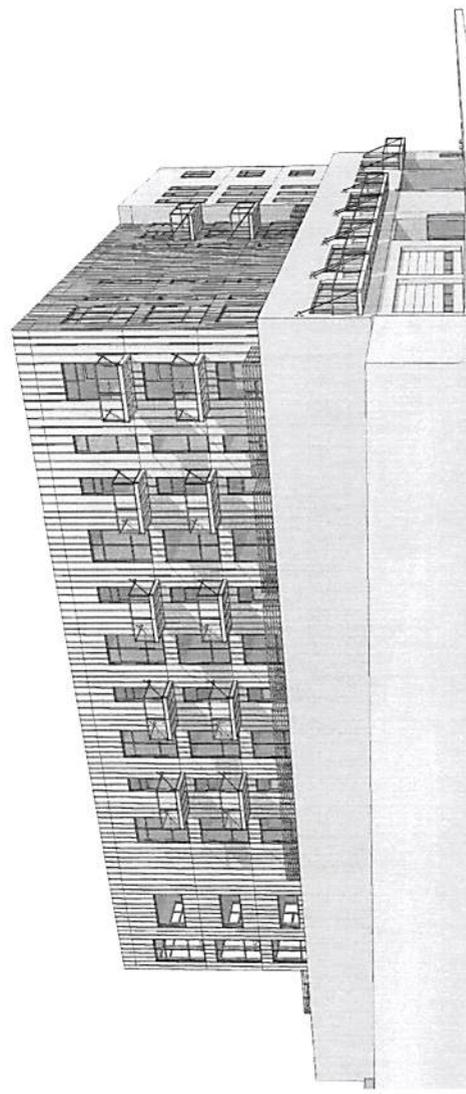
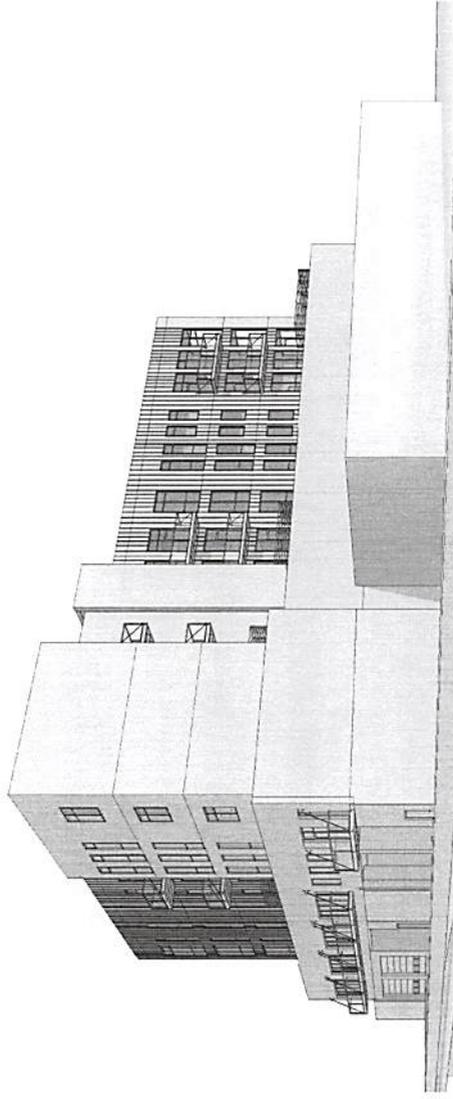
PARK CENTRAL
SCHEMATIC DESIGN

INTERIOR INSPIRATION

SCALE



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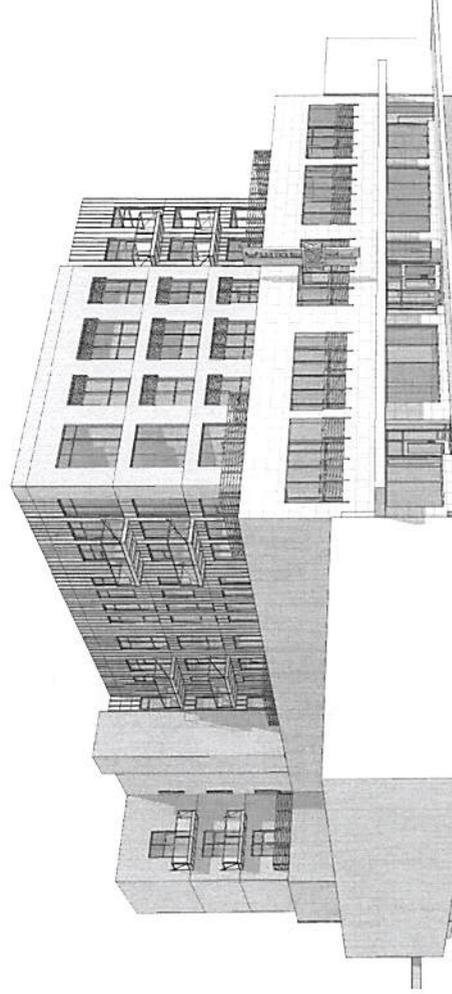
PARK CENTRAL
SCHEMATIC DESIGN

PEDESTRIAN PERSPECTIVES

SCALE



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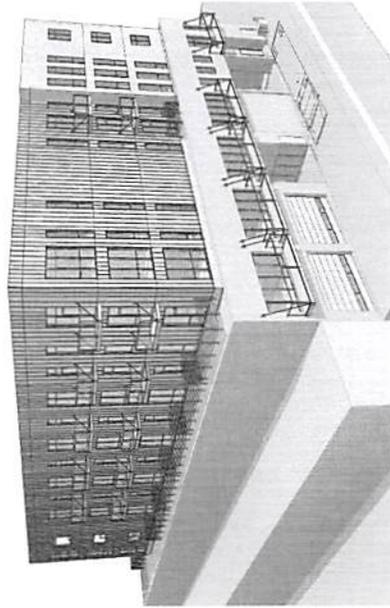
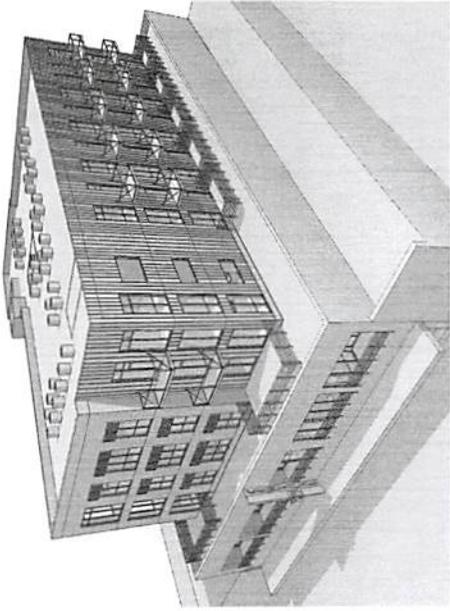
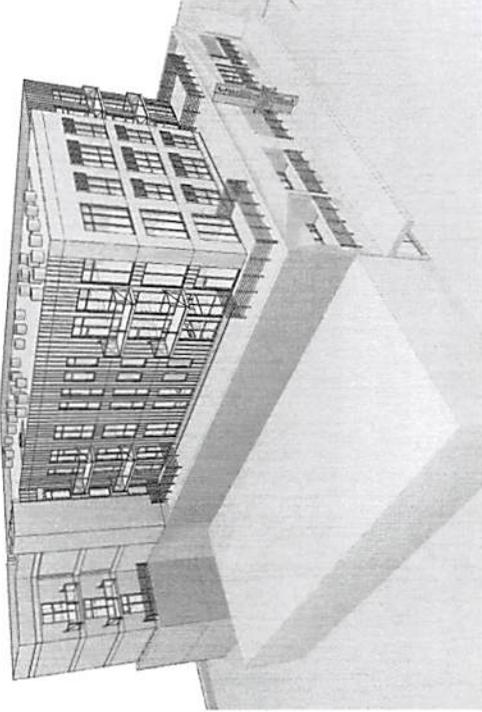


PARK CENTRAL
SCHEMATIC DESIGN

PEDESTRIAN PERSPECTIVE
SCALE



Gries
Architectural Group Inc.
07/06/2020



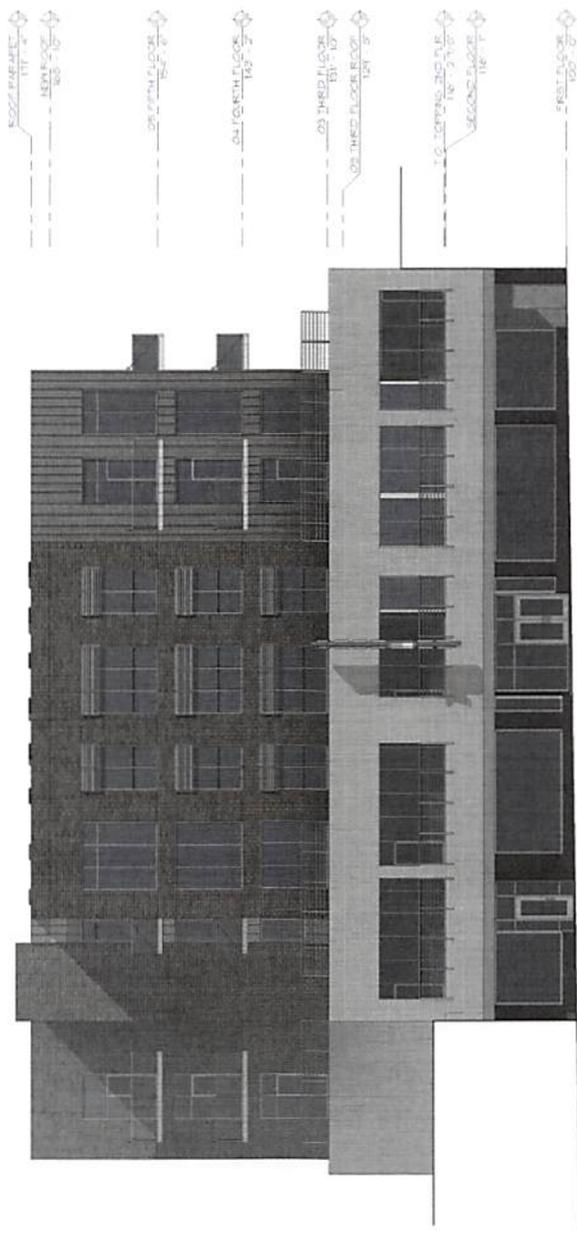
PARK CENTRAL
SCHEMATIC DESIGN

AERIAL 3D
SCALE

Performa
ARCHITECTS + ENGINEERS



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07/06/2020



PARK CENTRAL
SCHEMATIC DESIGN

SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



Gries
Architectural Group Inc.
07/09/2020



PARK CENTRAL
SCHEMATIC DESIGN

EAST ELEVATION
SCALE: 1/8" = 1'-0"

Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
07060200

18 5TH FLOOR PLATE
 111'-0" x 110'-0"
 MEZZANINE
 105'-0" x 10'-0"

08 6TH FLOOR
 105'-0" x 10'-0"

04 7TH FLOOR
 105'-0" x 10'-0"

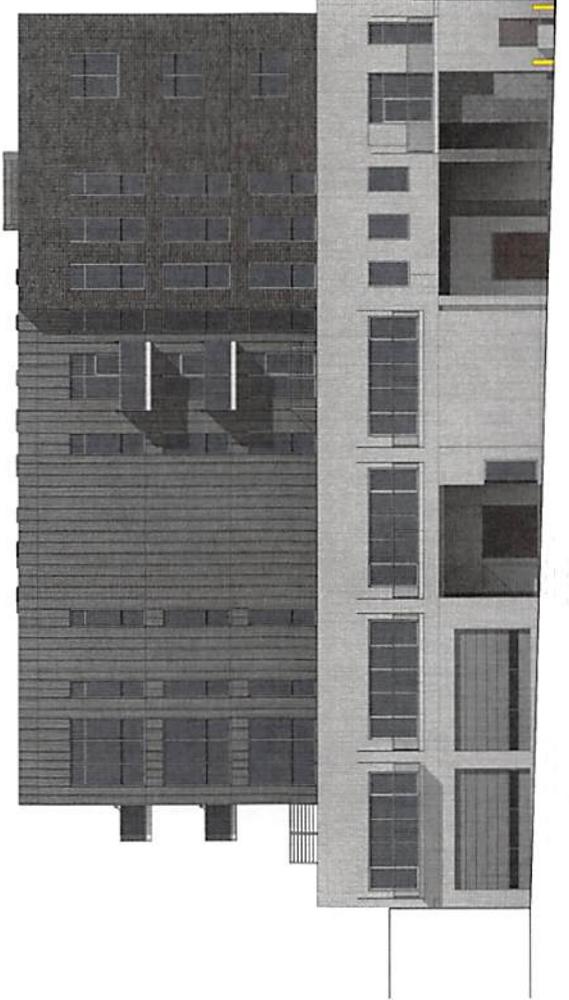
01 8TH FLOOR
 105'-0" x 10'-0"

02 9TH FLOOR
 105'-0" x 10'-0"

1 0 TOP PENETRATING PLATE
 110'-0" x 10'-0"

05 2ND FLOOR
 105'-0" x 10'-0"

03 1ST FLOOR PLATE
 110'-0" x 10'-0"



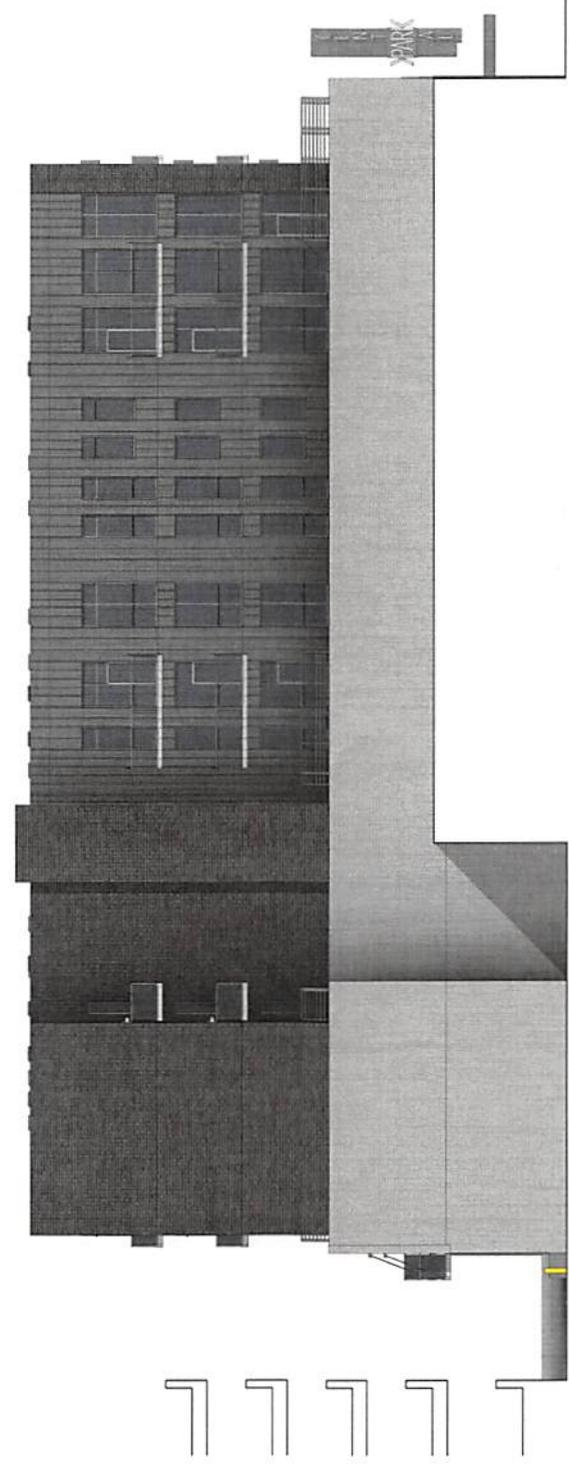
PARK CENTRAL
 SCHEMATIC DESIGN

NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



Cries
 Architectural Group Inc.
 07/02/2020

FLOOR PARALLEL TO THE
 SECTION LINE
 SEVENTH FLOOR
 SIXTH FLOOR
 FIFTH FLOOR
 FOURTH FLOOR
 THIRD FLOOR
 SECOND FLOOR
 FIRST FLOOR



PARK CENTRAL
 SCHEMATIC DESIGN

WEST ELEVATION
 SCALE: 1/8" = 1'-0"



Gries
 Architectural Group Inc.
 07/06/2020

Resolution #8-R-23

Creating the Appleton Conservancy and associated trail amenities by dedicating to the public city-owned lands in Southpoint Commerce Park for Parkland, Trailhead, and Trail.

Submitted by: Common Council President & District 5 Alderperson, Katie Van Zeeland

Date: July 19, 2023

Referred To: Parks & Recreation Committee, City Plan Commission & Community & Economic Development Committee

WHEREAS, the Comprehensive Plan for the City of Appleton cites evidence of the importance of parks, open space, and leisure programming to the environmental, social, and economic health of communities; furthermore, sufficient parks and open spaces provide habitats for plants and animals, contribute to effective stormwater management, and offer additional environmental benefits, and notably, parks and open spaces enhance the value of nearby property and park facilities and programming enhance the quality of life while facilitating the social interaction of community residents, thereby making the city a more desirable place to live; and

WHEREAS, the City of Appleton seeks to provide equitable and inclusive recreational opportunities for all people, recognizing the role outdoor spaces play in the mental, physical, and environmental health of our residents; and

WHEREAS, the results of a needs assessment found that the southeast side of Appleton was deficient in park space and has remained so despite continued growth; and

WHEREAS, residents of District 5 do not have access to a community park within the recommended National Recreation and Park Association (NRPA) range of a 1-2 mile radius; and

WHEREAS, the City of Appleton Comprehensive Outdoor Recreation Plan aims to acquire additional parkland and trails with a specific objective of developing these amenities in southeast Appleton, and the Trail Masterplan recommends a trail corridor from Coop Road, extending westward coterminous with the electric transmission line to Plank Road; and

WHEREAS, the City of Appleton is recognized as a Tree City, Bird City, Bee City, and Monarch City; and

WHEREAS the City of Appleton owns significant acreage in an area called Southpoint Commerce Park, and within that area, there exists a stand of woodland that includes species such as shagbark hickory, white oak, basswood, red maple, sugar maple, and even American beech, in addition to wetlands; and

WHEREAS, preserving precious natural areas aligns with our community's values and vision, and dedicating significant acreage to public use is a rare but significant opportunity; and

WHEREAS, adding this approximately 32-acre parcel to the City's existing 600 acres of parks and trails will provide not only recreational opportunities such as walking, hiking, biking, and other low-impact recreational opportunities but also preserve and protect critical natural habitat and wetlands.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Appleton that the City of Appleton dedicates to the public for parkland, trailhead, and trail, the city-owned lands in Southpoint Commerce Park, as illustrated in Exhibits 1 and 2, with Lot 13 of proposed Southpoint Commerce Park Plat No. 4 to be named the Appleton Conservancy.

EXHIBIT 1: PARK, TRAIL, AND TRAILHEAD DEDICATION TO THE PUBLIC

