



City of Appleton

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

Meeting Agenda - Final Community Development Committee

Wednesday, July 10, 2024

4:30 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

[24-0852](#) CDC Minutes from 6-12-24

Attachments: [CDC Minutes 6-12-24.pdf](#)

5. Public Hearing/Apearances

[24-0853](#) 2024 Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) Program (Associated with Info Item #24-0854)

Attachments: [Public Hearing Notice for 2024 AAP.pdf](#)

[Public Comment Period Notice Publication for 2024 AAP.pdf](#)

6. Action Items

[24-0690](#) Request to award the contract for updating Appleton's Comprehensive Plan and Sub-Area Plans to SmithGroup in the amount of \$359,000 with a contingency of \$16,000 for a project total not to exceed \$375,000

Attachments: [AwardMemo_CompPlanUpdate+SubAreaPlanning_For7-10-24.pdf](#)

[RFP_CompPlanUpdate_SubAreaPlanning_Final_4-12-24.pdf](#)

[SmithGroup Proposal_CompPlanUpdate+SubAreaPlanning_7-2-24.pdf](#)

[24-0691](#) Request to award the contract for the Neighborhood Leadership Academy Program to NeighborWorks Green Bay in the amount of \$76,250 with a contingency of \$3,750 for a project total not to exceed \$80,000

Attachments: [AwardMemo_NeighborhoodLeadershipAcademy_For7-10-24.pdf](#)

[RFP_NeighborhoodLeadershipAcademy_4-12-24.pdf](#)

[NeighborWorksGreenBayProposal_NeighborhoodLeadershipAcademy_FINAL](#)

[24-0892](#) Request to approve the First Amendment to the Offer to Purchase from F Street Manager 3, LLC to extend the inspection date and modify the purchase price for the approximately 14 acres located at the southwest corner of E. Vantage Drive and S. Eisenhower Drive in Southpoint Commerce Park Plat No. 3 (Tax Id #31-9-5712-00)

Attachments: [OTP Amendment FStreet Memo to CDC 7-10-24.pdf](#)
[1st Amendment to OTP FStreet.pdf](#)
[BuyerSignedOTP+Addendum AdjacentExcessLand 14Acres FStreetManager: FStreet14 acre-Exhibit A.pdf](#)

[24-0893](#) The Community 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 the approximately 14 acres located at the southwest corner of E. Vantage Drive and S. Eisenhower Drive in Southpoint Commerce Park Plat No. 3 (Tax Id #31-9-5712-00) and then reconvene into open session

7. Information Items

[24-0854](#) 2024 Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) Program

Attachments: [Annual Action Plan Memo to CDC 7-10-24.pdf](#)
[AAP_2024_Draft_for_Public_Comment.pdf](#)

[24-0873](#) Inspection Division Permit Summary Report - Ending 6-30-24

Attachments: [Inspections Permit Report June 2024.pdf](#)

8. Adjournment

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

Any questions about items on this meeting are to be directed to Kara Homan, Director, Community 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
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Meeting Minutes - Final Community Development Committee

Wednesday, June 12, 2024

4:30 PM

Council Chambers, 6th Floor

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:

Aldersperson Denise Fenton, District #6

Aldersperson Christopher Croatt, District #14

Roger Schregardus, Boldt Design

4. Approval of minutes from previous meeting

[24-0686](#)

CDC Minutes from 5-1-24

Attachments: [CDC Minutes 5-1-24.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**

[24-0687](#)

2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program (Associated with Action Item #24-0688)

Attachments: [CAPER 2023 - Public Hearing Notice.pdf](#)

[Public Comment Period Notice Publication for 2023 CAPER.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

[24-0688](#)

Request to approve the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Attachments: [CAPER Memo to CDC_6-12-24.pdf](#)
[Appleton_2023PY_CDBG_CAPER_Draft_For_Public_Comment_05-17-24.pdf](#)

Jones moved, seconded by Wolff, that the 2023 CAPER be recommended for approval. Roll Call. Motion carried by the following vote:

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

[24-0689](#)

Request to approve the REVISED 2024-2025PY (Program Year) Community Development Block Grant (CDBG) allocations as specified in the attached documents

Attachments: [CDBG 2024PY Final Allocation Memo to CDC_6-12-24.pdf](#)
[Exhibit1_CDBG_Final_Allocations_Project_Descriptions_6-12-24.pdf](#)

A typo was noticed by staff in the attachment titled, "Exhibit 1_CDBG_Final Allocations_Project Descriptions". The corrected document is now attached with the date 6-12-24.

Wolff moved, seconded by Jones, that the revised 2024-2025PY CDBG allocations be recommended for approval. Roll Call. Motion carried by the following vote:

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

[24-0770](#)

Request to approve a waiver to the Declaration of Covenants and Restrictions, Item 4.B for Southpoint Commerce Park allowing maximum lot coverage over 70% located at 3351 S. Eisenhower Drive (Tax Id #31-9-5714-01) subject to the conditions in the attached memo

Attachments: [Waiver Request Encapsys Memo to CDC_6-12-24.pdf](#)
[Waiver Request Email From Boldt Encapsys_5-28-24.pdf](#)
[Subject Area Map Encapsys Southpoint Commerce Park.pdf](#)
[SPCP Covenants.pdf](#)

Wolff moved, seconded by Jones, that the waiver to the covenants and restrictions be recommended for approval. Roll Call. Motion carried by the following vote:

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

[24-0516](#)

Elect Vice Chair

Jones was elected as Vice Chair.

Wolff moved, seconded by Siebers, the nomination of Jones to be the Vice Chair. Roll Call. Motion carried by the following vote:

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

7. Information Items

[24-0692](#)

Inspection Division Permit Summary Reports - Ending 4-30-24 and Ending 5-31-24

Attachments: [Inspections Permit Report April 2024.pdf](#)
[Inspections Permit Report May 2024.pdf](#)

This item was presented and discussed.

8. Adjournment

Siebers moved, seconded by Wolff, that the meeting be adjourned at 4:53 p.m. Roll Call. Motion carried by the following vote:

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

NOTICE OF PUBLIC HEARING
City of Appleton
Community Development Block Grant (CDBG) Program
2024 Annual Action Plan

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the City of Appleton Community Development Committee on Wednesday, July 10, 2024, at 4:30 p.m., or as soon thereafter as can be heard, in Common Council Chambers on the 6th floor of Appleton City Hall, 100 N. Appleton Street, Appleton, WI 54911, for the purpose of considering the 2024 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD).

The Annual Action Plan discusses Community Development Block Grant (CDBG) activities the City of Appleton will undertake during the 2024 Program Year (April 1, 2024 – March 31, 2025). The primary function of this hearing is to obtain citizen comments on the submission. All persons interested are invited to attend this meeting and will be given an opportunity to be heard.

A copy of the Annual Action Plan may be found on the City of Appleton's website at: <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg/cdbg-documents> or a copy is available for viewing at the 1st floor Customer Service area at City Hall.

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 website: <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg> or contact Olivia Galyon, Community Development Specialist, at 920-832-6469 or email to olivia.galyon@appleton.org.

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

RUN: July 2, 2024

NOTICE OF PUBLIC COMMENT PERIOD
City of Appleton
Community Development Block Grant (CDBG) Program
2024 Annual Action Plan

NOTICE IS HEREBY GIVEN that the City of Appleton has prepared its 2024 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan is a comprehensive strategy that describes Community Development Block Grant (CDBG) activities that will be implemented during the 2024 Program Year.

The Annual Action Plan **will be available starting June 6, 2024**, and the general public has until **July 8, 2024**, to offer comments on the proposed submission. Written comments may be submitted via email to olivia.galyon@appleton.org or via U.S. Mail to: City of Appleton, Community Development Department, Att: Olivia Galyon, Community Development Specialist, 100 North Appleton Street, Appleton, WI 54911. Questions can be directed to Olivia Galyon at 920-832-6469.

In addition, public comments on the Annual Action Plan can be offered during a public hearing that will be held at a regularly scheduled Community Development Committee meeting on Wednesday, July 10, 2024, at 4:30 p.m., or as soon thereafter as can be heard, in Common Council Chambers on the 6th floor of Appleton City Hall, 100 N. Appleton Street, Appleton, WI.

The City shall consider all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2024 Annual Action Plan. Interested parties can view the Annual Action Plan at the following locations: City of Appleton Customer Service area on the 1st Floor of City Hall, 100 N. Appleton Street, Appleton, WI 54911; or on the website at: <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg/cdbg-documents>, starting June 6, 2024.

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

RUN: June 6, 2024



CITY OF APPLETON

MEMORANDUM

Date: July 10, 2024
To: Community Development Committee and City Plan Commission
From: Lindsey Smith, Principal Planner
Subject: Request to Award Contract to SmithGroup for Comprehensive Plan Update and Subarea Planning

Background & Analysis: On April 3, 2024, the Common Council allocated \$400,000 of American Rescue Plan Act (ARPA) funding for Comprehensive Plan Update and Subarea Planning. The Comprehensive Plan Update will emphasize on the housing and land use elements within the plan. The plan will be restructured to a user-friendly format. City staff identified three areas of interest for the subarea planning. The three areas consist of S. Oneida Street, W. Wisconsin Avenue, and Northland Avenue/Richmond Street. The subarea planning will build off the Comprehensive Plan update and identify transformative sites within the subareas. The City issued a Request for Proposals (RFP) to complete and coordinate services for Comprehensive Plan Update and Subarea Planning on April 12, 2024 (attached). Proposals were solicited in accordance with the City's Procurement and Contract Management Policy and ARPA regulations. The City received eight proposals for the RFP.

The eight proposals were evaluated by a Community Development Department team consisting of myself, Kara Homan, Director; David Kress, Deputy Director; and Olivia Galyon; Community Development Specialist to shortlist four proposals to interviews.

The four proposals were evaluated and interviewed by the evaluation team consisting of myself, Kara Homan, Director of Community Development; David Kress, Deputy Director of Community Development; Jake Woodford, Mayor; Dennis Fenton, Alderperson and Plan Commission Member; Dani Block, Director of Public Works; and Tom Flick, Deputy Director of Parks Department. The evaluation consisted of internal technical review of their proposal and interviews.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected SmithGroup in the amount of \$359,000, with a contingency of \$16,000, for a project total not to exceed \$375,000.

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. Some of the content and recommendations of this project may fall under the statutory jurisdiction of the City's Plan Commission. This item is being included as an information item for Plan Commission to bring this project to their attention.

Staff Recommendation: In accordance with City policy, staff recommends approval to award a contract to SmithGroup in an amount of \$359,000, with a contingency of \$16,000, for a project total not to exceed \$375,000 to perform the scope of services outlined in the attached SmithGroup proposal.



CITY OF APPLETON

Community & Economic Development

100 N. Appleton Street

Appleton, WI 54911

p: 920.832.6468

f: 920.832.5994

www.appleton.org/government/community-and-economic-development

April 12, 2024

Re: Request For Proposals – City of Appleton’s Comprehensive Plan Update and Subarea Planning

Dear Interested Party,

City of Appleton’s Department of Community and Economic Development is seeking proposals for consulting services related to the City of Appleton’s Comprehensive Plan Update and Subarea Planning.

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 76,000. Appleton is located at the crossroads of Interstate 41 and U.S. Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City of Appleton is available on our website at: www.appleton.org.

The City of Appleton identified the need to update the Comprehensive Plan with an emphasis within land use and housing elements, build upon the misalignment of vision and planning identified in [Housing Development Policy Guide](#), and utilize housing demand and affordability identified in [College North Neighborhood Plan](#). The City of Appleton Comprehensive Plan 2010-2030 was adopted in 2010 and updated in 2017. Since 2017, various national, regional, and local priorities have undergone shifts in response to the prevailing circumstances.

The City of Appleton also recognized the need to build upon the Wisconsin Avenue, Richmond Street, and South Oneida Street Corridor Plans in the Comprehensive Plan. The subarea plans are located within the existing built environment in the City. Redeveloping or enhancing these subareas could potentially offer economic diversification opportunities beneficial to the neighborhood.

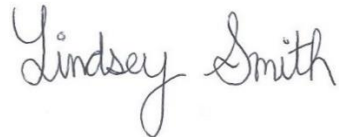
The details for this project are contained in the following Request for Proposals (RFP). The information can also be found on our website at the following link: <https://www.appleton.org/business/request-for-proposal-1787>.

If you have any issues locating documents or community information, please do not hesitate to contact me. Following is the tentative schedule for submission of proposals, evaluation, and selection of the consultant firm to complete this work.

<u>DATE</u>	<u>EVENT</u>
April 12, 2024	Issue Request for Proposals
April 22, 2024	Question Period End Date – Submit questions to Lindsey Smith
April 26, 2024	Addendum for Question Period Posted on City of Appleton Website
May 10, 2024	RFPs due on or before 4:00 PM CST
May 2024	Internal review of RFPs
May 22, 2024	Interviews
June 19, 2024	City Council Approval of Contract
July 1, 2024	Enter into contract for services with selected consultant – Contract Start Date / Project Kickoff
June 2026	Prepare and submit final deliverables

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Lindsey Smith".

Lindsey Smith
Principal Planner



CITY OF APPLETON

Community & Economic Development

100 N. Appleton Street

Appleton, WI 54911

p: 920.832.6468

f: 920.832.5994

www.appleton.org/government/community-and-economic-development

CITY OF APPLETON

Request for Proposals for Comprehensive Plan Update and Subarea Planning

Issued by:
City of Appleton, WI
April 12, 2024

Proposals must be received no later than:
4:00 PM CST, Friday, May 10, 2024

Submit Proposals and Questions to:
Lindsey Smith
Principal Planner

By mail:
100 N. Appleton Street
Appleton, WI 54911

Or electronically:
lindsey.smith@appleton.org

For further information regarding this request contact:
Lindsey Smith, Principal Planner
lindsey.smith@appleton.org
920-832-3943

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested, qualified parties with the information to enable them to prepare and submit a proposal for a consulting services contract. The selected consultant will complete and coordinate services related to the City of Appleton's Comprehensive Plan Update and Subarea Planning. The City of Appleton is utilizing funding from the American Rescue Plan Act (ARPA) to complete this project.

1.2 Background

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 76,000. Appleton is located at the crossroads of Interstate 41 and U.S. Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City is available on our website at: www.appleton.org.

The City of Appleton Comprehensive Plan 2010-2030 was originally adopted in 2010. In 2017, a 5-year update was adopted which included updates to the Parks & Recreation Master Plan (Chapter 18), full re-write of the Downtown Plan (Chapter 14), various text updates within Chapters 1-12, and future land use map amendments for specific properties. A copy of the City of Appleton's Comprehensive Plan can be viewed at the City website: <http://www.envisionappleton.org/documents> as well as subsequent planning documents: <http://www.envisionappleton.org/>

Since the completion of the Comprehensive Plan Update in 2017, the City has implemented several of the recommended policies that supported an additional \$3 billion in tax increment with the development of over 900 new residential units and various industrial and commercial projects. The City executed recommendations in the housing and land use chapter by allowing accessory dwelling units, permitting zero lot line duplex, reducing the minimum dwelling square footage per unit, adding ground floor residential as a permitted use in the Central Business District except along College Avenue, and creating a mixed use zoning district, C-1 Neighborhood Mixed Use District. The City recently created Tax Increment District #13 and approved the expansion of Southpoint Commerce Park to provide ready to build lots to retain and attract business and industry uses in the City. In addition, several new mixed-use spaces have opened nearby downtown such as Appleton Park Central, 320 East College LLC, RiverHeath, and Urbane 115. Several major projects currently in progress will impact the City in general, as they will influence future mobility, attraction of conventions and visitors and residential density. These include, but are not limited to: a rehabilitation of the library, the continued redevelopment of numerous downtown sites, West College Avenue Corridor Planning, and Complete Streets Study. Appleton overall continues to see increasing demand for new housing units and a solid commercial and industrial base. A copy of the City's Annual Growth Reports can be found at the City website: <https://www.appleton.org/government/community-and-economic-development/publications>

The updates to the Comprehensive Plan should account for progress made over the past five years, incorporate current data and trends, introduce new recommendations, as needed with an emphasis within land use and housing elements, build upon the misalignment of vision and planning identified in [Housing Development Policy Guide](#), utilize housing demand and affordability identified in [College North Neighborhood Plan](#), and restructure to user friendly and web-friendly dashboard or infographic style format in compliance with Wis. Stats. 66.1001.

The subarea planning will incorporate the newly created vision and goals of the Comprehensive Plan, and build upon the Wisconsin Avenue (Chapter 15), Richmond Street (Chapter 16), and South Oneida Street (Chapter 17) Corridor Plans in Comprehensive Plan 2010-2030. The subarea planning will expand the geographical scope of the existing corridor plans, identify and respond to current conditions and issues, provide an analysis, identify transformative sites with illustration of specific site recommendations, implementation plans and strategies to deliberately shape and stimulate development near Wisconsin Avenue, Northland Avenue and Richmond Street area, and S. Onedia Street. The plan will be used as a guide by the City and other stakeholders to promote future development that facilitates connections to the City, adjacent neighborhoods, and existing businesses.

1.3 Funding

This project is being supported, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF), which has been granted to *the Community and Economic Development Department* by the U.S. Department of the Treasury. Funds from the American Rescue Plan Act must be expended by the end of 2026. Firms should demonstrate their ability to comply with relevant ARPA requirements and to carry out and complete this project by June 30, 2026. Section 4.2 provides information and documents necessary to remain in compliance with federal requirements related to ARPA funding (see attachment).

1.4 Scope

The City is seeking to work with a firm to (A) Update the Comprehensive Plan and (B) Engage in Subarea Planning.

A. Update to the Comprehensive Plan Scope of Work must include:

1. Analysis of the City's existing comprehensive plan and other relevant long range plans for the City.
2. Compile current demographic, economic, and forecasting data for the following:
 - a. Issues and opportunities (Chapter 4)
 - b. Housing and neighborhoods (Chapter 5)
 - c. Land use (Chapter 10)
3. Compile applicable data that may be relevant for other chapters.
4. Creation of public participation plan that will assist in identifying issues and opportunities to create a vision for the City. Utilize [East Central Wisconsin Regional Plan Commission Equitable Engagement Toolkit](#) to create the public participation plan for more meaningful and purposeful engagement ensuring the representation of all populations.
5. Incorporate the vision into innovative goals, objectives and policies, and subsequent sections of the Comprehensive Plan.
6. Restructure the plan and document to user friendly and web-friendly dashboard or infographic style format.

7. Final Deliverables:
 - a. Written report,
 - b. Executive summary / overview presentation of findings.
 - c. All documents to be provided to City in original, editable format (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.) in addition to .pdf format.

B. Subarea Planning Scope of Work must include:

1. Planning Areas. The City has delineated the focus areas for each of the three subareas below. The planning for subareas is not constrained strictly to the boundaries outline on the maps, they can be expanded based on research and best practices. The maps are located in Section 4.0.
 - a. Wisconsin Avenue
 - b. Northland Avenue and Richmond Street
 - c. S. Oneida Street
2. Analysis of the City's existing comprehensive plan and other relevant long-range plans for the City relevant to the planning areas.
3. Compile current demographic, economic, land use, housing, commercial business market, and forecasting data within the planning area.
4. Creation of a public participation plan that will further refine and support the vision of the City by creating a shared vision and goals for the planning area.
5. Conduct a redevelopment feasibility analysis within the planning area to identify transformative sites. Create illustration of specific site recommendations.
6. Development of implementation plan with measurable benchmarks and party responsible for implementing.
7. Structure the plan to be user-friendly and web-friendly dashboard or infographic style format.
8. Final Deliverables:
 - a. Written report,
 - b. Executive summary / overview presentation of findings,
 - c. All documents to be provided to City in original, editable format (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.) in addition to .pdf format.

The firm may propose additional tasks and/or a revised scope based on experience with similar projects in similar cities. Sub-tasks, such as conference calls, draft reviews, etc. shall be considered part of the proposed scope but will not be detailed in this RFP. City staff will assist with supplying project information, stakeholder contacts, relevant policies, public engagement efforts, and providing other City-specific information related to the project.

2.0 PREPARING AND SUBMITTING THE QUOTE

The City of Appleton seeks, by way of this RFP, to obtain services in a manner that maximizes the quality of services while also maximizing value to the City. Firms must be able to show they are capable of performing the services requested and are able to complete the project within the timeline established by ARPA requirements and this scope.

2.1 Proposal Content & Organization

A. Title Page

Proposal title, the name of the firm, Unique Entity Identifier (<https://sam.gov/content/home>), address, telephone numbers, name of contact person, the date, and other relevant company information. Also include a list and contact information for any sub-consultants and the work they will perform.

B. Proposal Narrative

1. Provide description of the proposed project and your familiarity with the City of Appleton.
 2. Describe your firm's experience in similar areas of expertise. Include a minimum of three examples for which your firm executed similar projects and client reference contact information.
 3. Description of firm's organizational structure for the consulting team, along with their availability and experience to support the project.
 4. Provide your project approach, detailed work plan that address the scope of services, and description of public participation events. Describe anticipated interaction with City Staff. Provide project timeline indicating phases/milestones of the project.
- C. On a separate page, provide a total cost of the proposed project approach and separate project cost for (A) Update to Comprehensive Plan and (B) Subarea Planning. Total project cost should include all expenses associated with the plan, include travel and incidental costs. Provide the billing rate and anticipated hours for staff involved with the project.

2.2 Selection Process and Criteria

Proposals will be evaluated and scored by the project selection team using the following criteria:

A. Project Approach and Scope

1. Project and Community Understanding
2. Experience and Project Examples
3. Key Project Staff
4. Proposal Quality and Timeline
5. Project Cost

B. Selection Process will involve the following steps:

1. Project selection team will review proposals based on the scoring criteria above and rank submittals.
2. The top firms will present their proposal to the project selection team. The team will select a firm to advance in the selection process.
3. The selected firm will work with the City to develop a final scope and project cost.
4. Contract will be brought before City Council for approval.

2.3 Submittal

Consultants may send completed proposal via email or delivery by hard copy on or before 4:00 PM CST, Friday, May 10, 2024, to:

Lindsey Smith
Principal Planner
City of Appleton
100 N. Appleton Street
Appleton, WI 54911-4799
lindsey.smith@appleton.org

Submittals received after Friday, May 10, 2024, at 4:00 PM CST will not be accepted.

2.4 Liability

The City of Appleton is not liable for any cost incurred by proposers in replying to this request.

2.5 Contract Terms

The successful consultant will be required to sign a City of Appleton Consultant Services Contract and meet the insurance requirements attached to this RFP.

3.0 PROJECT CALENDAR

Listed below are the estimated dates of actions related to this request. In the event the City of Appleton finds it necessary to change any of the specific dates, it will do so.

<u>DATE</u>	<u>EVENT</u>
April 12, 2024	Issue Request for Proposals
April 22, 2024	Question Period End Date – Submit questions to Lindsey Smith
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June 2026	Prepare and submit final deliverables

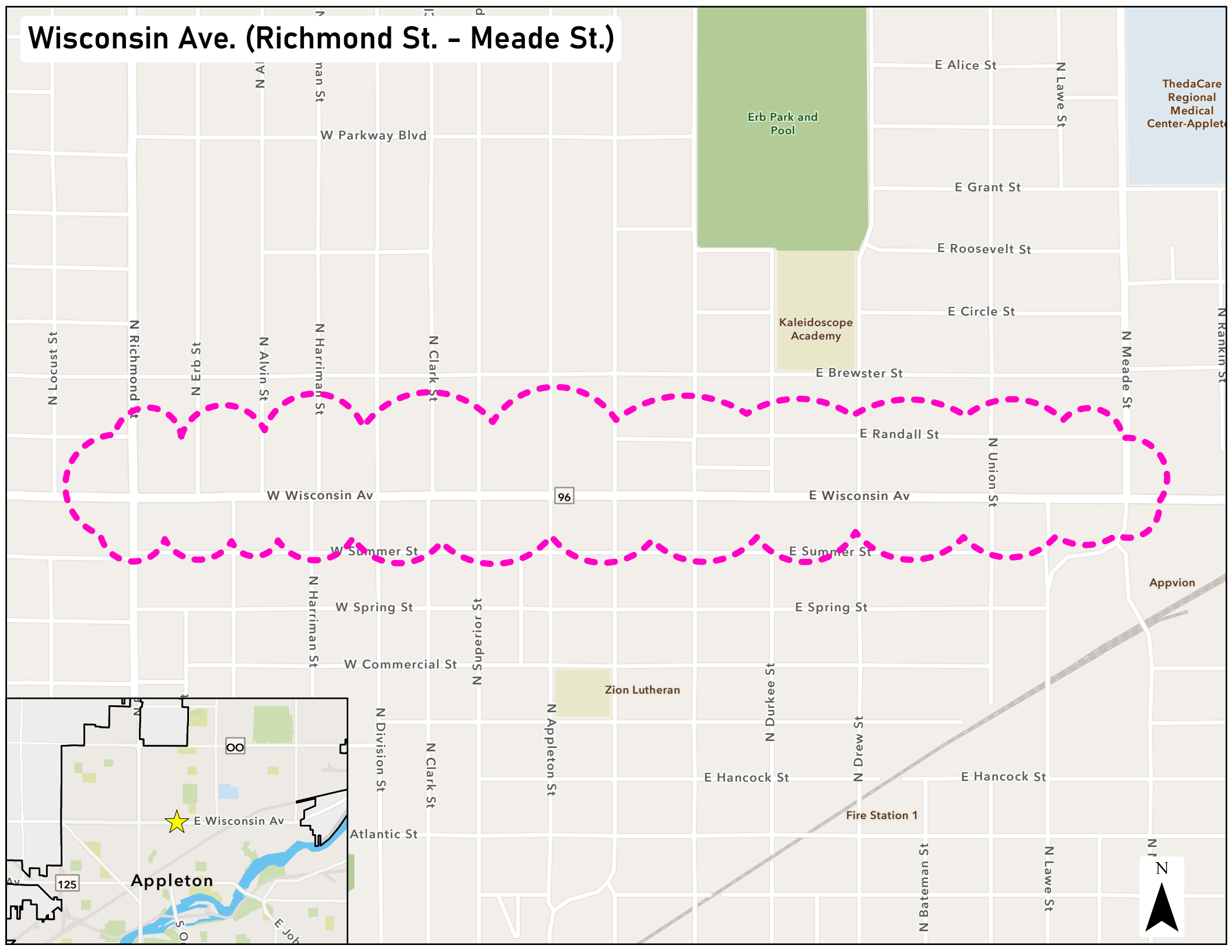
4.0 ATTACHMENTS

4.1 Subarea Maps

4.2 ARPA Uniform Guidance and Clauses

4.3 Insurance Requirements

Wisconsin Ave. (Richmond St. - Meade St.)



TheDaCare
Regional
Medical
Center-Applet

Erb Park and
Pool

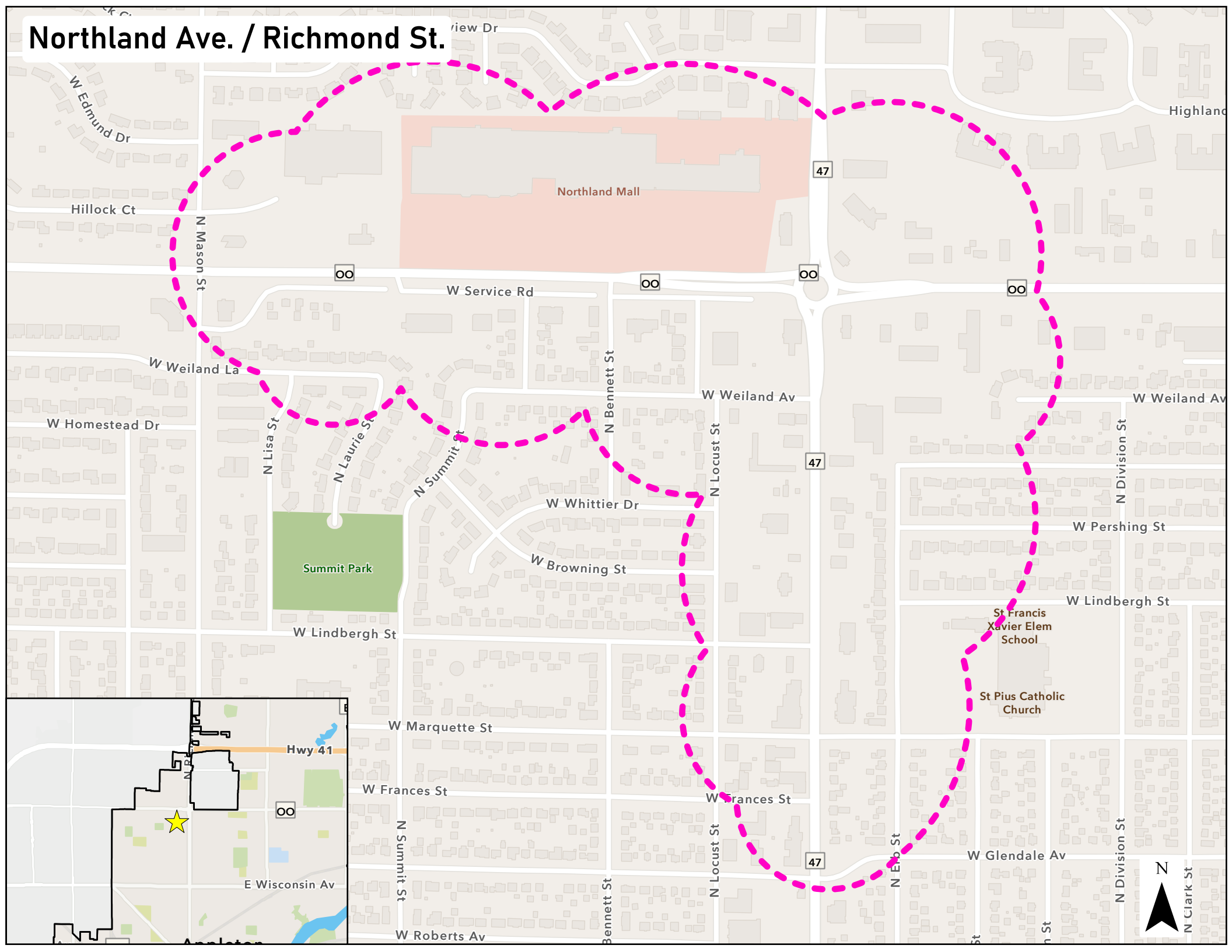
Kaleidoscope
Academy

Zion Lutheran

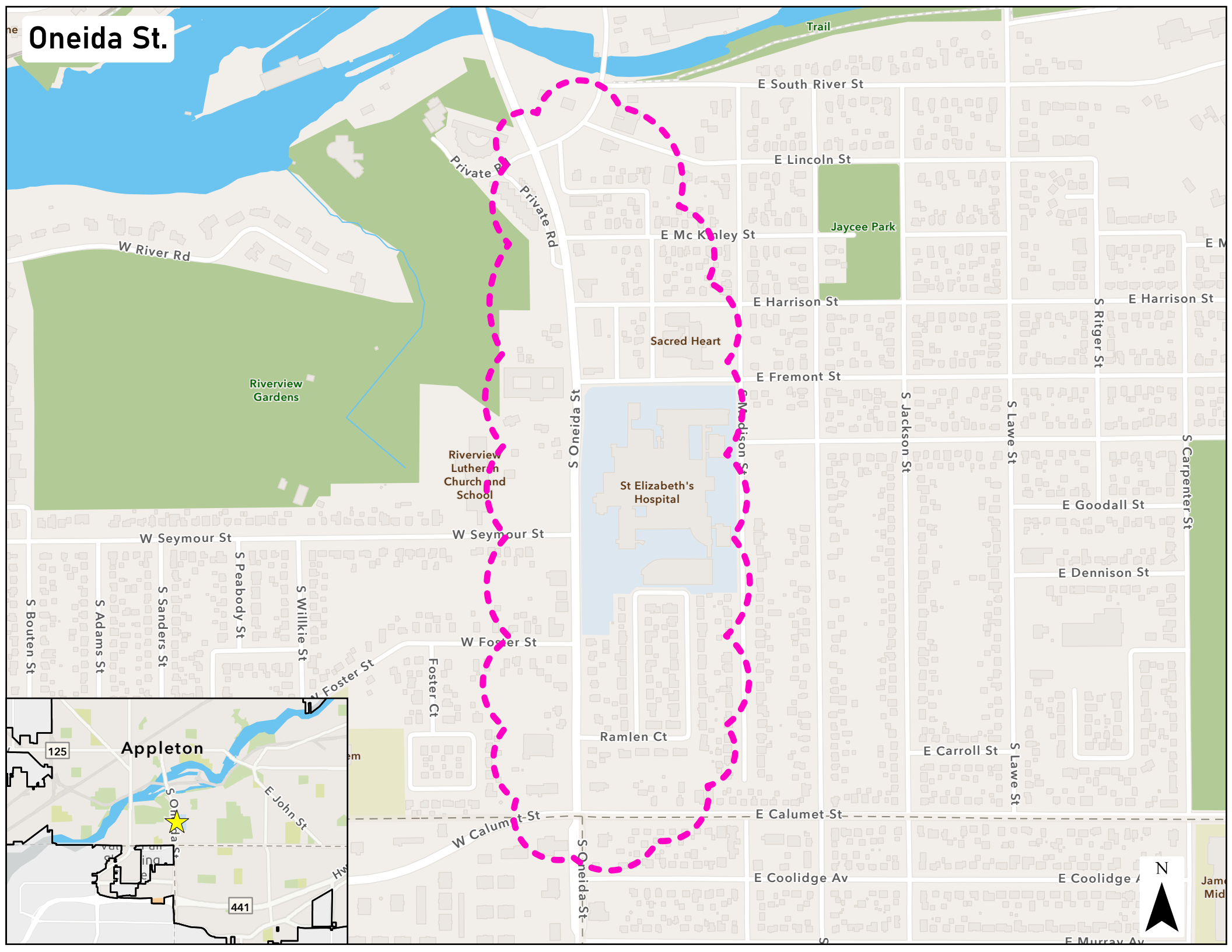
Appleton



Northland Ave. / Richmond St.



Oneida St.



4.2 ARPA Uniform Guidance and Clauses

Funding

This project is being supported, either wholly or partially, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF), which has been granted to *the City of Appleton* by the U.S. Department of the Treasury.

ARPA Funding

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Department of the Treasury (“Treasury”) issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and IFR 31 CFR 35.6(b)(7) THE CITY OF APPLETON may use Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

In May 2021, the Treasury published the interim final rule (“IFR”) describing eligible and ineligible uses of CSLFRF, as well as other program requirements. On January 6, 2022, the Treasury adopted the final rule implementing the CSLFRF program. The final rule became effective on April 1, 2022. Prior to the final rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect were in compliance with the CSLFRF program.

The Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, and broadband infrastructure.

The Contractor hereby agrees to use funds in the manner set forth by this Contract, its Exhibits, Treasury Final Rule, and applicable provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance, 2 CFR Part 200).

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Uniform Guidance Section	Uniform Guidance Section Title
§ 200.214	Suspension and debarment.
§ 200.215	Never contract with the enemy.
§ 200.216	Prohibition of certain telecommunications and video surveillance services or equipment.
§ 200.304	Bonds
§ 200.305	Federal payment.
§ 200.310	Insurance coverage.
§ 200.311	Real property.
§ 200.312	Federally owned and exempt property.
§ 200.313	Equipment.
§ 200.314	Supplies.
§ 200.315	Intangible property.
§ 200.316	Property trust relationship.
§ 200.318	General procurement standards.
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions.
§ 200.330	Reporting on real property.
§ 200.334	Retention requirements for records.
§ 200.335	Requests for transfer of records.
§ 200.336	Methods for collection, transmission, and storage of information.
§ 200.337	Access to records.
§ 200.339	Remedies for noncompliance.
§ 200.340	Termination.
§ 200.341	Notification of Termination Requirement
§ 200.342	Opportunities to object hearings and appeals.
§ 200.343	Effects of suspension and termination.
§ 200.346	Collection of amounts due.

Uniform Guidance Section	Uniform Guidance Section Title
Appendix II	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)	Increasing Seat Belt Use in the United States
Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)	Reducing Text Messaging While Driving.

Contract Addendum

The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Community and Economic Development Department by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Community and Economic Development Department, according to *the City of Appleton Award Terms and Conditions* signed on January 6, 2022 by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity. 2 CFR Appendix-II-to-Part-200(C).** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Minority and Women Business Enterprises (if applicable to this Contract: 2 CFR 200.321).** The contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business,

and women's business enterprises;

- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51% owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51% owned and controlled in its daily operation by women. The State of Wisconsin maintains an online directory of W/MBE businesses, which can be accessed at: <http://www.Countyofmadison.com/dcr/aaTBDDir.cfm>.

3. Suspension and Debarment. (applies to all purchases.) 2 CFR Appendix-II-to-Part-200(H)

- a. This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the Community and Economic Development Department. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to *the City of Appleton*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) 2 CFR Appendix-II-to-Part-200(I). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §

1352. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (applies to all purchases.) 2 CFR Appendix-II-to-Part-200(I)

- a. The Contractor agrees to provide the Community and Economic Development Department, *the City of Appleton*, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- b. The Contractor agrees to provide the Treasury Department, or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. 2 CFR Appendix-II-to-Part-200(F). Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.) 2 CFR Appendix-II-to-Part-200(G)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Community and Economic Development Department and understands and agrees that *the City of Appleton* will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). § 200.216**

Contractor is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds. § 200.322:**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials). § 200.323**

- a. In the performance of this contract, the Contractor shall make maximum use of

products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)**, Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

12. **Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)**, Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

13. **Termination:** This Agreement will commence on Effective Date and will continue until terminated as follows:

(a) Either Party may terminate the Agreement upon notice to the other Party in the event of a breach by the other Party of any of its obligations hereunder if such breach continues uncured for a period of five (5) days after notice of such breach to the other Party;

(b) Either Party may terminate this Agreement upon notice to the other Party if the other Party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver is appointed on account of insolvency;

(c) Either Party may terminate this Agreement for its convenience upon thirty (30) days' notice to the other if there is no outstanding Project Assignment. The Company may terminate this Agreement for its convenience if the Contractor has not commenced work under an outstanding Project Assignment. In addition, if the Contractor has commenced work under a Project Assignment, the Company may terminate an outstanding Project Assignment by paying Contractor a termination fee of ten percent (10%) of the unpaid fee for Services which have been performed under such Project Assignment.

(d) If funds are not appropriated from which the Company can fulfill these obligations, this Agreement for services will automatically terminate. In the event of such termination, reimbursement will be for work completed and approved by Company before the effective date of such termination. Neither the Company nor the Contractor shall make any commitment for services beyond the period of which funds have been appropriated.

(e) Upon the termination of this Agreement for any reason, each Party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination will not relieve Contractor or Company of their obligations under Paragraph 6 ("Taxes and Benefits"), Paragraph 7 ("Intellectual Property"), Paragraph 8 ("Confidentiality") Paragraph 10 ("General") and Paragraph 11 ("Federally Mandated Contract Provisions"), nor will any such termination relieve Contractor or Company from any liability arising from any breach of this Agreement. Upon the termination of this Agreement for any reason, Contractor will immediately return to Company any Company property or information (including Confidential Information) that is in Contractor's possession or control.

IR 2.1 SMALL EXPOSURE JOBS
City of Appleton
Insurance Requirements

Project: _____

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit \$1,000,000
- Personal and Advertising Injury limit \$1,000,000
- General aggregate limit (other than products/completed operations)
per project \$2,000,000
- products/completed operations aggregate..... \$2,000,000
- Fire Damage limit — any one fire \$50,000
- Medical Expense limit — any one person \$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

Workers’ Compensation as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

Builder’s Risk/Installation Floater/Contractor’s Equipment or Property (If applicable):

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS

- **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City of Appleton.

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker’s Compensation, Employer’s Liability and if applicable, Watercraft Liability,

Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad as and with the same coverage limit as those required of the Contractor.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
 - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
 - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

- Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis**.
 - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.
 - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
 - Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
 - Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
 - Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
 - Deductible must be paid by the Contractor, consultants/engineers
 - The City of Appleton, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if “Wrongful Delivery” is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress

- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.

- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

- Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.

- Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.

- Commercial Crime Policy** per occurrence limit of \$100,000.

CITY OF APPLETON

COMPREHENSIVE PLAN UPDATE & SUBAREA PLANNING PROPOSAL

SMITHGROUP

May 10, 2024



UNIQUE ENTITY IDENTIFIER
MQBTC2LPJQ37

SMITHGROUP ADDRESS/PHONE
44 East Mifflin Street
Suite #500
Madison, Wisconsin 53703
608.251.1177

SMITHGROUP CONTACT
Kathleen Duffy, AICP
Principal-in-Charge
734.545.6096
kathleen.duffy@smithgroup.com

SUB-CONSULTANTS
SmithGroup is not
proposing any sub-
consultants



WATERTOWN TOWN SQUARE
WATERTOWN, WISCONSIN

May 10, 2024

Re: City of Appleton, Comprehensive Plan Update & Subarea Planning Proposal

LINDSEY SMITH

Principal Planner
100 North Appleton Street
Appleton, Wisconsin 54911

Dear Ms. Smith and the Selection Committee:

It is a pleasure to present SmithGroup's proposal for the City of Appleton's Comprehensive Plan Update and Subarea Planning project. We recognize that this is a critical juncture to help Appleton align and enhance its vision on land use, housing elements, and key subarea plans. The SmithGroup team we have assembled is eager to work toward a refreshed approach to your comprehensive plan. We are committed to collaborating every step of the way.

HELPING APPLETON PLAN FOR THE FUTURE

Delivering a successful citywide plan that builds upon existing systems while adopting future-focused initiatives is complex. Our nationally recognized, Wisconsin-based interdisciplinary planning team has a legacy of innovative and action-focused planning for urban communities in Wisconsin and across the Midwest and the United States. Please refer to "[Section Two: Project Understanding & Approach](#)" for a discussion on connecting previous plans; land use and redevelopment; housing; corridor subarea plans; and corridor market analyses.

IMPLEMENTATION-FOCUSED PLAN FOR CREATING POSITIVE OUTCOMES IN APPLETON

A proven, consensus-driven process will guide Appleton to a visionary and implementable plan. The outcome will enhance the community through a unified vision, policy, actions, and metrics that launch the plan into its next digital iteration for tracking progress. This is essential for creating resilient redevelopment, housing, and land use strategies for Appleton's future generations.

We understand that the decisions you make now will resonate with the community for decades. We will tap into our diverse expertise to work with you and develop an effective and implementable vision that enhances the vitality of Appleton for the future. Please refer to "[Section Three: Project Work Plan & Timeline](#)" for our plan to build a strong framework for action; engage the Appleton community in their own success story; and enact proactive communication and accountable teamwork.

Thank you for your thoughtful consideration. Please feel free to contact me at any time if you have questions or require additional information. We look forward to discussing our proposal with you in greater detail.

Sincerely,



Thomas Rogers, PLA, ASLA
Principal, Urban Studio Leader
608.327.4402
tom.rogers@smithgroup.com



Kathleen Duffy, AICP
Principal-in-Charge
734.545.6096
kathleen.duffy@smithgroup.com

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SECTION 1

COMPANY INFORMATION



SMITHGROUP BACKGROUND

SmithGroup is an award-winning, national design and planning firm that utilizes research, data, advanced technologies, and thoughtful design to help clients and communities solve their greatest challenges.

Based in Madison and Milwaukee, Wisconsin, our expert team is committed to excellence in strategy, design, and delivery—giving rise to new, innovative, and equitable processes and methodologies that redefine the way we work as teams and support the communities we serve. Our specialists—from artists and planners to data analysts and beyond—develop beautiful, sustainable, future-focused solutions for urban environments, mixed-use and waterfront developments, parks and open spaces, healthcare providers, science and technology organizations, higher education and cultural institutions, and diverse workplaces.

COMPREHENSIVE & SUBAREA PLANNING EXPERIENCE

Over the past several decades, SmithGroup has had a legacy of great planning projects throughout Wisconsin and beyond.

- De Pere, WI Comprehensive, Downtown, and SE Area Plan
- Dane County, WI Circular Campus Vision
- Oshkosh, WI Lakeshore Park Master Plan & Park Pavilion
- Racine, WI Lincoln King Neighborhood Plan
- Kenosha, WI Innovation Neighborhood Master Plan
- Kane County, IL District Comprehensive Plan
- Mahomet, IL Downtown Comprehensive Plan
- Danville, VA City-Wide Comprehensive Plan
- Meridian Group, East Boro Comprehensive Plan
- Rocky Mount, NC Mill Master Plan
- Ann Arbor, MI Comprehensive Plan
- Detroit, MI Comprehensive Plan
- Ferndale, MI Comprehensive Plan
- Lexington, MI Comprehensive Plan
- Las Vegas, NV Comprehensive Plan
- La Porte, IN Clear Lake Sub Area Plan
- Burns Harbor, IN Westport Development Area Visioning & Concept Plan
- Blue Island, IL Riverfront Plan
- Rock Creek, DC West Corridors Planning
- Alexandria, VA Landmark Mall Replanning Services
- Pittsburgh, PA District Vision Plan
- Innovate Pittsburgh Craig Street Innovation District Planning
- Sandusky, OH Southside Neighborhood Plan
- Columbus, OH West Broad Study
- Toledo, OH Strategy Framework Plan Exploratory Assessment
- Grand Rapids, MI Southtown Corridor Improvement District Plan
- California High-Speed Rail Delivery Support & Technical Planning
- Cleveland, OH Euclid Corridor Plan
- Ann Arbor/Ypsilanti, MI, Reimagine Washtenaw Corridor Plan

FAST FACTS

YEARS IN SERVICE

171 years

STAFF SIZE

1,400 employees

OFFICE LOCATIONS

Ann Arbor, Atlanta, Boston, Chicago, Cleveland, Dallas, Denver, Detroit, Houston, Los Angeles, Madison, Milwaukee, Phoenix, Pittsburgh, Portland, Sacramento, San Diego, San Francisco, Shanghai, Washington DC

SERVICE OFFERINGS

Architecture; Building Enclosure Consulting; Campus Planning; Civil Engineering; Coastal Engineering; Energy & Environmental Modeling; Facility Condition Assessment; Fire Protection & Life Safety Engineering; Historic Preservation; Interiors; Lab Planning; Landscape Architecture; Lighting Design; Medical Planning; MEP Engineering; Programming; Strategy; Space Utilization; Structural Engineering; Sustainable Design; Urban Design; Urban Planning

URBAN PLANNING & DESIGN

AREAS OF EXPERTISE



IMPLEMENTATION-FOCUSED PLANNING

As a multi-disciplinary firm, we do everything from long-range planning to zoning ordinance amendments and detailed construction drawings. An understanding of the challenges that come after the plan informs our designs. This begins at the creative idea generation phase and leads to informed implementation phases that optimize time and budget to bring the plan to life.



COMMUNITY & CITY PLANNING

Our work is client-focused and based on building an understanding and deep appreciation for community context. We analyze existing conditions and rapidly iterate future opportunities, including the physical form and relationship of buildings, streets, and open spaces in the context of historical patterns, existing situations, and future needs. We improve cities through design guidelines, development projects, and refined details that strengthen and identify values and a unique sense of place.



COMPREHENSIVE PLANNING APPROACH

CONNECTING ASPIRATION & OPPORTUNITY

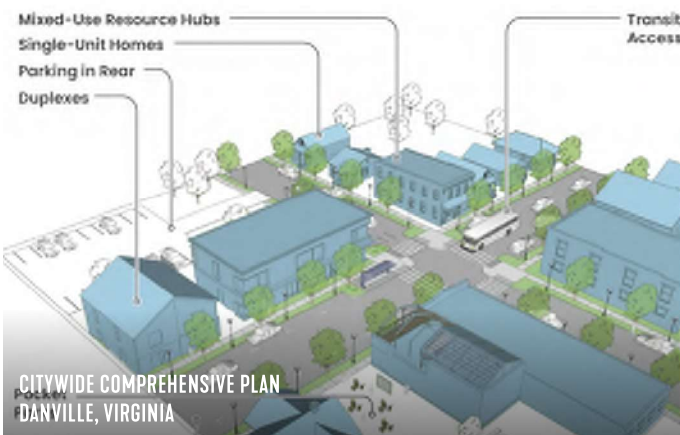
Urban developments depend on collaborative networks for success: forging local partnerships and building community coalitions, drawing on multiple funding sources, and securing agency support and regulatory approvals, to name just a few. SmithGroup helps navigate this process. We listen first: gathering information and diverse stakeholder perspectives. Then we help shape a shared vision for future priorities and outcomes, building a broad coalition of support. The result is planning and design that authentically reflects your community, and that connects your aspirations and assets with genuine opportunities.



INCLUSIVE COMMUNITY ENGAGEMENT

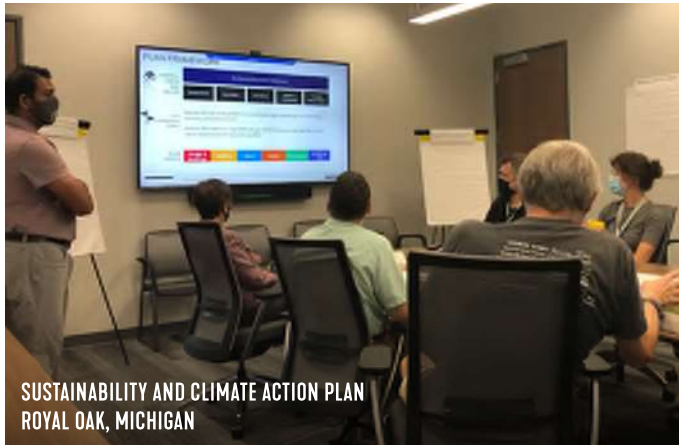
EQUITY MATTERS

Our team is built on the philosophy that equitable public engagement has the power to shape the design of our communities more inclusively. We believe in engaging the broadest range of perspectives and values. Transparent engagement and decision-making processes require in-person and virtual engagement methods that are thorough, enticing, sustained, nimble, and self-reflecting. We must break down rather than reinforce the digital divide. We must build trust through the planning processes, and always ask, “Whose voice is missing?”



LAND USE & REDEVELOPMENT

SmithGroup’s urban planners craft land use plans that build off local context, incorporating form-based techniques to realize a plan’s vision. Our visioning strategies make land use approachable and help residents visualize what development could look like in their neighborhoods.



SUSTAINABILITY AND CLIMATE ACTION PLAN
ROYAL OAK, MICHIGAN

REDEFINING RESILIENCY

Resiliency in Appleton goes beyond climate strategy. Our team will weave resilient practices into every aspect of the plan through economic planning, housing design, open spaces, and mobility. We will work with the Advisory Committee and Resiliency, Climate Mitigation and Adaptation Task Force to integrate resilience throughout the plan.



CLICK TO LEARN ABOUT OUR AWARD-WINNING [MEDC RESILIENCY TOOLKIT](#).



CITY OF ANN ARBOR, DOWNTOWN STREETSCAPES
ANN ARBOR, MICHIGAN

MOBILITY & STREET DESIGN

Mobility forges the connections essential for growth, economic prosperity, and neighborhood vitality. Resilient streets support civic activities, promote stronger economic environments, and uplift communities through greater interaction. We focus on integrated systems rather than individual modes of transportation, balancing the needs of pedestrians, motorists, bicyclists, and transit users, and providing flexibility to adapt to future demands and needs. Connecting people to their community assets is the key to urban revitalization and sustainability.



UNIVERSITY OF WISCONSIN, ALUMNI PARK
MADISON, WISCONSIN

PUBLIC REALM & PLACEMAKING

Successful urban spaces anticipate and accommodate a diverse range of users and uses, creating vital public destinations. Our team is dedicated to creating great places, streets, waterfronts, and vibrant, sustainable cities. We understand the key elements of creating active, people-focused places, and how to employ them in each part of a city. Our firm has designed signature public places for over 60 years and continues to be a leader in place creation for the public realm.

EXPERTISE IN FEDERAL & ARPA-FUNDED PROJECTS

SmithGroup’s experience with projects that comply with federal contracting standards and grant funding programs spans decades. This includes 450 federal projects completed over the past 20 years alone for clients such as the General Services Administration, Social Security Administration, Environmental Protection Agency, National Park Service, Department of State, National Institutes of Health, and many other U.S. agencies.

This expertise includes projects since 2021 that utilize American Rescue Plan Act (ARPA) funding. Additionally, our firm regularly assists a variety of clients with grant preparation and identifying appropriate government funding sources. As such, our firm is accustomed to the cost principles, procurement standards, and reporting obligations set forth by these programs.

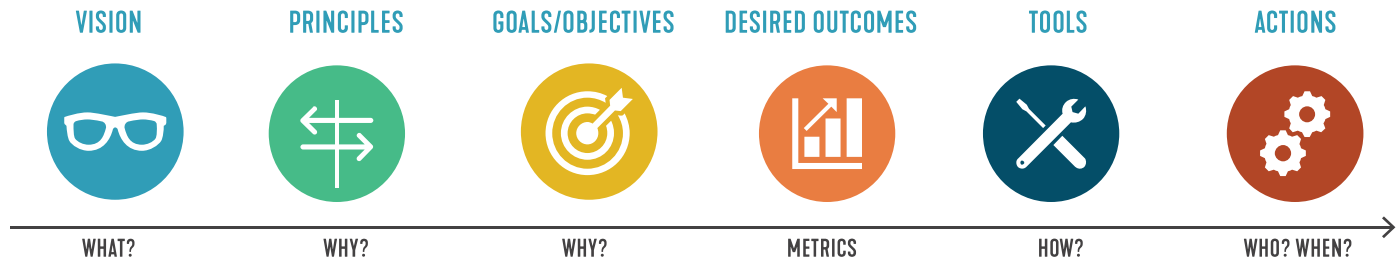


SECTION 2

PROJECT UNDERSTANDING & APPROACH



HELPING THE CITY OF APPLETON PLAN FOR THE FUTURE



CONNECT PREVIOUS PLANS

Appleton’s Comprehensive Plan is an opportunity to step back and appraise the current set of plan elements and studies considering community values, changing demographic and economic conditions, and potential future conditions.

Through a thorough review and summary of the prior plans—as well as the integration of other reports and ongoing planning efforts (such as West College Avenue Corridor Planning, Complete Streets Study, College North Neighborhood Plan, and Housing Development Policy Guide)—we will document revised issues and opportunities as a whole to guide updates to the land use, housing and neighborhoods, and corridor plan elements.

We will audit past plans, find commonalities, shape a vision framework that links them all, and use it to vet priorities and strategies with the Appleton community. We will work to create a common framework language of **vision, principles, goals, and metrics**. **This will result in an actionable set of strategies to monitor via an online data dashboard** to celebrate achievements, listen to constituents’ priorities, and prioritize budgets and capital improvements.

USEFUL PLANS

Our team has an extensive history of creating and streamlining comprehensive and subarea plans for communities across the U.S. We recently aligned and consolidated goals for the draft City of De Pere Comprehensive Plan Update and are in the process of building a unified framework from the City of Detroit’s dozens of plans.



[CLICK HERE TO VIEW A CURRENT DRAFT OF THE DE PERE COMPREHENSIVE PLAN UPDATE.](#)



DESIGN LANSING PLACE TYPES
LANSING, MICHIGAN



LAND USE & REDEVELOPMENT

The Appleton Comprehensive Plan will play a crucial role in identifying key properties for development and revitalization citywide and within the three subareas. We will evaluate current zoning to ensure alignment with the plan's vision, leveraging our expertise in land use and housing policy to encourage a variety of mixed-use and housing typologies that meet the needs of residents.

We specialize in preparing context-specific series of land use place types that articulate combinations of density, neighborhood/district type, and building form/function that translate to desired place types throughout communities. Determining these typologies through the engagement process and analysis of previous plans and existing character will build a **future land use plan that can translate to zoning amendments and redevelopment strategies that tie land use recommendations to transportation, infrastructure, and open space.**

PREPARING FOR REDEVELOPMENT

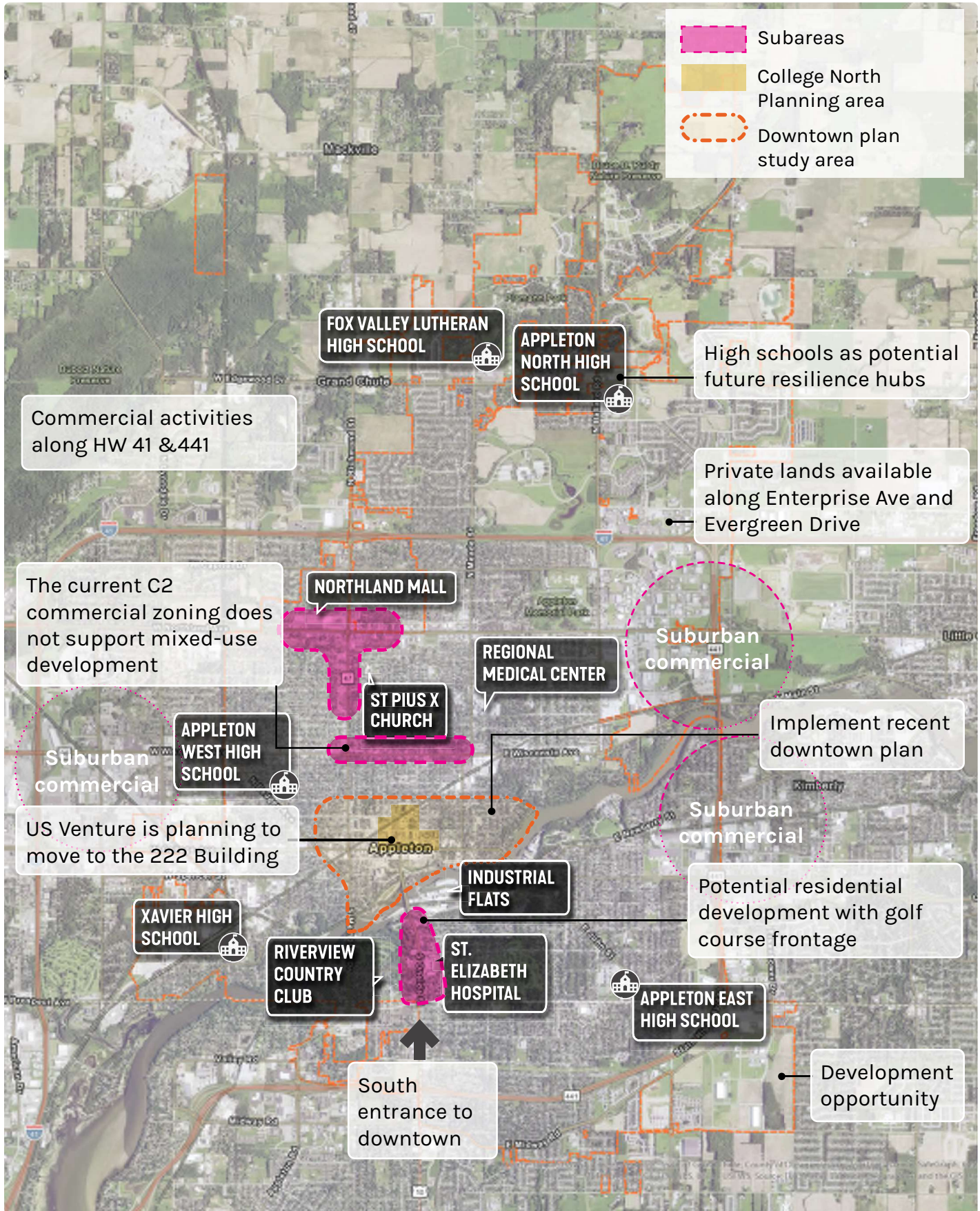
We are experts in every phase of the development process—from vision to implementation. Our design, market, and planning team sets the stage early in the process for identifying key projects that can begin implementation before the plan is finished.

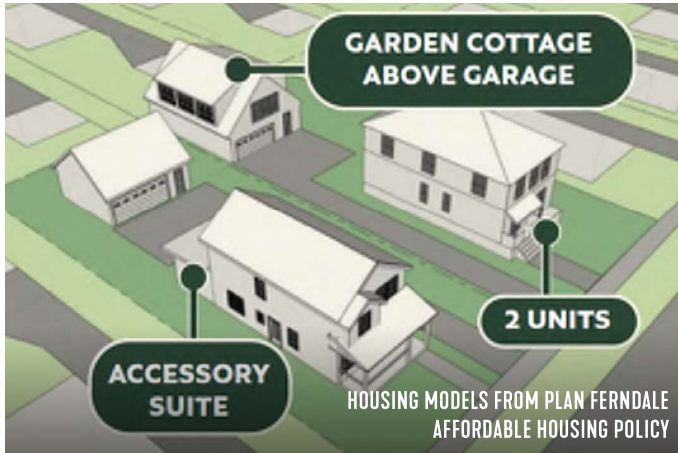
We look forward to exploring redevelopment sites or public realm interventions to add a set of concrete recommendations and design inspiration to the subarea plans. As part of our land use place types analysis, we will develop a set of **site-specific recommendations for the three corridors to flesh out catalytic opportunities to spur future investment.**



CLICK HERE TO LEARN ABOUT OUR RECENT MEDC REDEVELOPMENTS IN [MUSKOGON](#) AND [JACKSON](#).

PRELIMINARY OPPORTUNITIES ASSESSMENT





 [CLICK HERE TO SEE A SIMILAR EXAMPLE IN THE **BIG RAPIDS HOUSING STUDY.**](#)

HOUSING

Appleton is built on strong, desirable, and livable neighborhoods. We will use our understanding of land use and housing policy to encourage **a diverse range of housing typologies and policies that fit the needs of residents.**

The College Avenue North Neighborhood Plan market analysis, conducted in 2022, revealed a pressing need for 3,000 new residential housing units in Appleton over the next decade. The city needs to deliver 300 units annually to accommodate this demand. However, the 2022 Growth Report indicates that only 179 housing units were constructed in 2022, highlighting a significant deficit. The 2024 Housing Development Policy Guide includes strategies for strengthening housing priorities and actions that can be better integrated into the comprehensive plan and supplemented by a housing assessment data update to the 2022 report.

The Comprehensive Plan will aim to align these recent studies with a revised housing vision and strategies to promote housing development. The planning process will identify barriers and evaluate opportunities for housing-centric development. The final plan will feature policies to address the housing shortage and affordability challenges, ensuring a more sustainable and inclusive housing landscape.

CORRIDOR SUBAREA PLANS

The goal of updating the corridor plans for Wisconsin Avenue, Richmond Street, and South Oneida Street is to **leverage connections with neighborhoods, enhance the vibrancy of each area by strengthening the sense of a district, enhancing pedestrian spaces and connectivity, and promoting infill development and growth of local businesses.**

Our approach to corridor planning will involve documenting and analyzing the existing urban form while defining the Appleton community’s vision for each subarea’s future. Through a collaborative visioning process, we will create inspirational plans and drawings that capture the essence of this vision. These visual representations could potentially serve as a basis for the creation of a form-based code, ensuring that physical developments align with community goals.

Visualization is key to fostering a common understanding of the desired community vision. Therefore, we will test design scenarios in opportunity sites using a combination of hand-drawn sketches and computer-generated 3D renderings. This approach offers a hands-on, immersive experience for community members, resulting in a plan that authentically reflects their input and aspirations.



CITY OF ANN ARBOR, COMPREHENSIVE PLAN UPDATE
ANN ARBOR, MICHIGAN

MARKET SNAPSHOT & FEASIBILITY

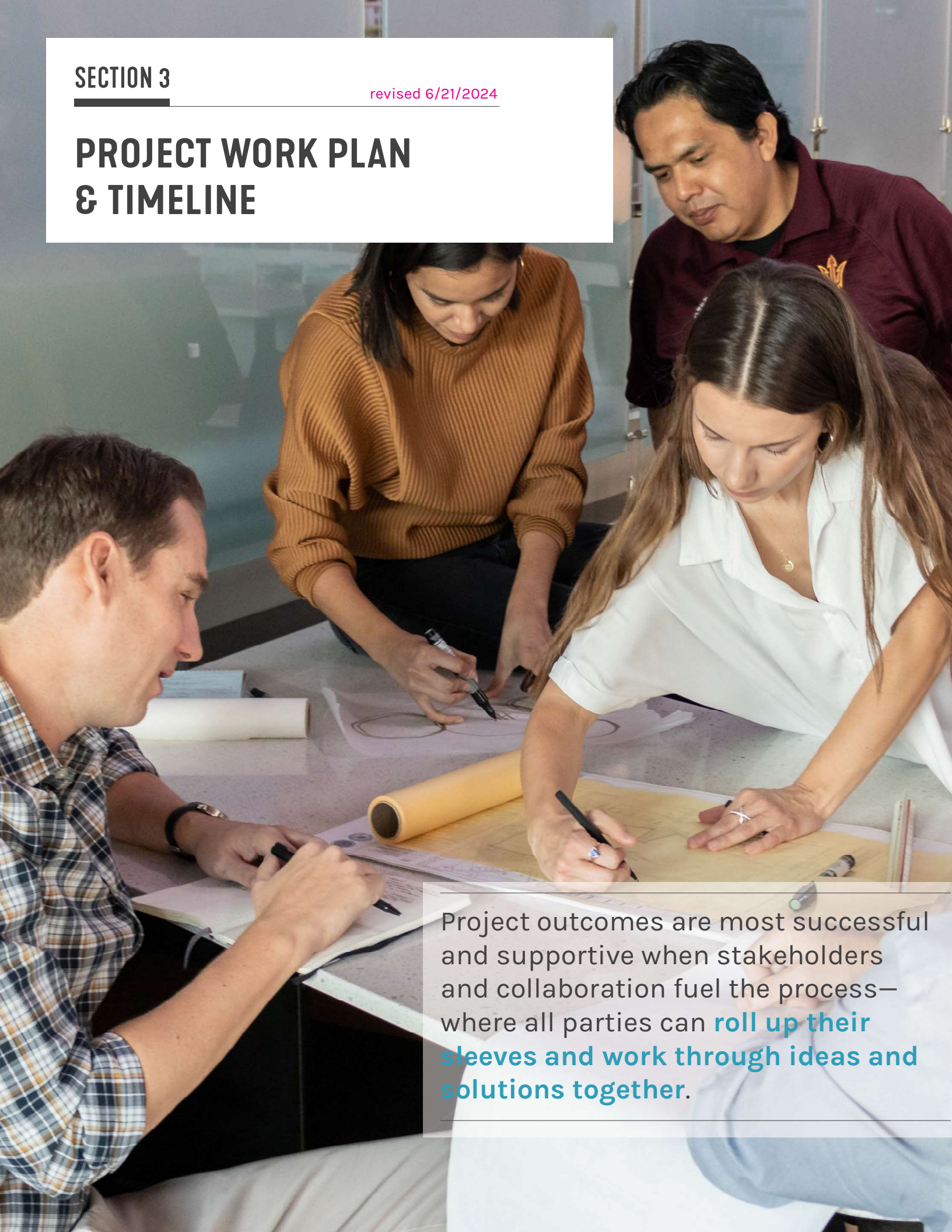
Our team integrates market-based (re)development strategies into all of our comprehensive plans. We identify opportunities and build site-specific visions and feasibility considerations for housing, commercial, and mixed-use. We will develop a market snapshot, with a particular emphasis on **future housing and employment drivers and frame our recommendations to emphasize flexibility to respond to evolving market forces and expected future mixed-use demand.**

Our team will develop a retail, office, and housing market analysis, and an economic impact and leakage analysis summary for the three major corridor subareas (Wisconsin Avenue, Northland Avenue/ Richmond Street, and South Oneida Street). As part of the market analysis, we will quantify new and supported retail square footage, average store size, and number of new stores by retail type, as well as quantify the number of new unit infill housing front doors and expected population growth for a 10-year horizon. If the three market areas draw from each other's market demand, we will perform an analysis that identifies the market overlap that exists between the three areas.

SECTION 3

revised 6/21/2024

PROJECT WORK PLAN & TIMELINE



Project outcomes are most successful and supportive when stakeholders and collaboration fuel the process—where all parties can **roll up their sleeves and work through ideas and solutions together.**

WORK PLAN: A PLAN FOR APPLETON

COLLABORATIVE STRUCTURE & ROLES

Project outcomes are most successful and supportive when stakeholders and collaboration fuel the process—where all parties can roll up their sleeves and work through ideas and solutions together. While land use planning is complex and technical—it is imperative that the community keeps ownership over the ideas and their outcomes.

Our present reality has granted us the opportunity to elevate our equitable approach to engagement. No longer dependent on a select few who regularly attend public meetings, we strive to provide live and on-demand virtual options for people to participate as often as they can throughout the process.

For your project, we propose to deploy remote virtual collaboration tools and processes for transparent engagement and decision-making that are sound, defensible, and inclusive. **The goal will be to break down the digital divide and ensure that everyone is heard while maintaining the fundamentals that make engagement successful.** Coupling our virtual web portal exercises with paper DIY Workshop kits has worked well to bridge the digital divide and we have found an increase in participation from traditional open houses and workshops.

For the Appleton Comprehensive Plan Update and Corridor Subarea Plans, the following groups are identified and referenced in this work plan:

- **Consultant Team:** SmithGroup will have prime responsibility for developing graphic and written materials throughout the process, data collection and analysis, meeting facilitation and summaries, and drafting plans and recommendations.
- **City Staff:** We feel that project outcomes are best when we work closely and collaboratively in partnership with key city staff. We anticipate that city staff will play an essential role in the following:
 - Regular planning team coordination calls.
 - Identification and coordination of stakeholders.
 - Assisting with meeting logistics (finding spaces, invites, contacting groups, etc.).
 - Preparing communications, notices, and gathering/entering DIY paper kits.
 - Leading breakout room exercises (and additional focus groups not identified in the scope, if warranted).
 - Assist in gathering applicable city data, plans, and resources for the Consultant Team.
 - Collaborate with SmithGroup on GIS mapping and Hub site crafting.
 - Timely review of deliverables and providing comments back to the SmithGroup Team.
- **Advisory Committee:** An inclusive and motivated advisory committee is also important for guiding the direction of the plan. The Advisory Committee should include a broad range of stakeholders from Appleton and represent key constituencies and expertise. They will play an important role in vetting strategies and ideas, reviewing materials, informing process decisions, and advocating on behalf of the process. We anticipate seven advisory committee meetings throughout the project.
- **Corridor Subarea Plans Focus Groups:** Each corridor will have a group of key local stakeholders to provide key leadership and direction for each of the three Corridor Subarea Plans. They will be engaged four strategic times: in Phase 1 during the kickoff tour and a follow-up virtual online brainstorming meeting utilizing an online whiteboard tool (in person option \$5000); vetting alternatives during our Phase 2 in-person visit; and reviewing draft documents in Phase 3.

REVISED VISION & GOALS

>> PLACE A STICKY NOTE ON THE BOARD TO COMMENT ON EACH GOAL, VALUE AND VISION STATEMENT.

The following goals were inspired through past planning efforts and community engagement conducted during the Imagine De Pere planning process.



OVERARCHING VISION STATEMENT
De Pere will foster an engaged community spirit and encourage forward thinking to seize on opportunities for education, business, recreation, and culture – with steadfast support for the city's history and character.



GOALS

1 PEOPLE

Vision: De Pere's unwavering focus on quality of life supports a vibrant and expanding community.

- Encourage the **growth of business** and support **diverse employment and entrepreneurship** opportunities
- Increase and coordinate unique activities that enliven the city and **increase the sense of community**

2 PLACE

Vision: De Pere's thriving downtown and neighborhoods are the cornerstone to its success as a community with accessible amenities and a strong culture.

- Manage the future growth and redevelopment within the city to ensure orderly, balanced, **sustainable development** that integrates a **mixture of uses**
- Develop new neighborhoods and **maintain** older neighborhoods which offer a **variety of quality housing opportunities** for all De Pere residents to attract and retain residents of **all ages and income levels**
- Enhance the quality of agricultural resources to provide **sustainable land stewardship, economic opportunity, and local food options**

3 SYSTEMS

Vision: De Pere provides high quality services and sustainable infrastructure that preserves and utilizes the community's environmental assets.

- Develop a **safe and efficient multi-modal transportation system** and culture that enables people of all ages and physical abilities to **safely and conveniently travel** throughout the community
- Embrace, enhance, connect and activate the **open space networks** throughout the City
- Promote a **quality living environment** through the timely provision of adequate and efficient recreation, utility, emergency, and other public facilities and services affecting the health, safety, and well-being of De Pere residents and businesses



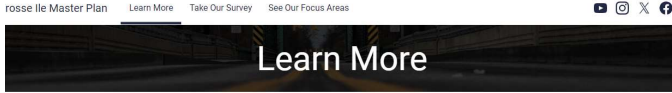
IMAGINE DE PERE COMPREHENSIVE PLAN & WEST DOWNTOWN VISION PLAN

TESTING A UNIFIED PLAN FRAMEWORK WITH THE PUBLIC FOR THE CITY OF DE PERE'S COMBINED PLANS

- **In-Person Visits:** We plan to schedule at least one in-person set of meetings per phase and can flexibly adapt for those unable to join us. We anticipate these workshop days to be focused engagement sessions that combine on-site tours, structured break out activities, collaboration, and reporting out. They provide opportunities for stakeholders to sit down one-on-one with the planning team to talk through specific challenges or opportunities and build toward consensus. Our kick off visit will be corridor tours, stakeholder interviews, and the first Advisory Committee meeting. The Phase 1 visit will be a public launch of the project to gain input on the plan audits, share existing conditions, and vision and goals. Phase 2 will combine corridor subareas workshop breakouts and public input on the comprehensive plan elements over the course of 2-3 days. Phase 3 will be adoption meetings at the Plan

Commission and Common Council or an additional public meeting on the draft (additional services).

- **Public:** We feel—and our experiences have demonstrated—that the most successful engagement happens when you **go directly to where the people are**. We look forward to partnering with city staff and the Advisory Committee to get out the word for our in-person input sessions by tapping existing networks. We suggest reaching out to neighborhood, resident, and business associations by attending their regularly scheduled meetings and sharing links and DIY packets.
- **Pop-up Boards and DIY Survey Kits:** These kits will connect with people in the spaces they use, from parks to shopping centers to carry-out restaurants to book clubs and after-school pickups.



What is a master plan?

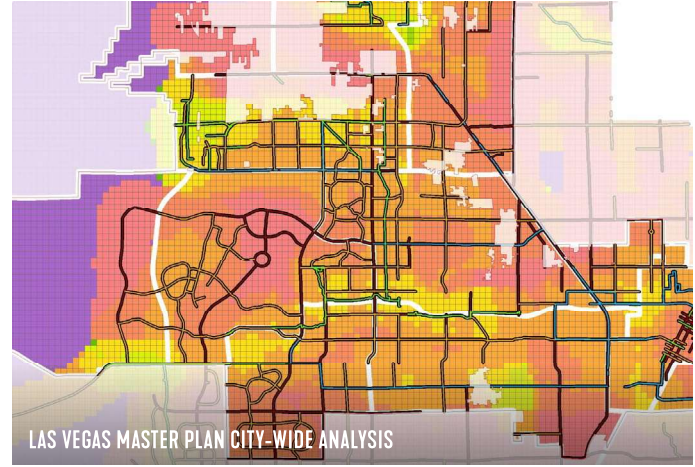
A master plan is a living document that serves as a framework for growth, redevelopment, and change in the Township, guided by a collective community vision. It also serves as a strategic document that identifies goals, objectives, and needs of the community that can be accomplished over time. The plan is used by local governments to help produce the best outcomes for the community it serves.

How does the master plan impact me?

From the homes where you live to the parks where you play and the roads you take to get there, Grosse Ile's Master Plan will tell Township leaders how to make decisions about the future of Grosse Ile so it best meets your wants and needs.



 [CLICK TO VIEW THE GROSSE ILE HUB SITE](#) CREATED BY SMITHGROUP



 [CLICK HERE TO SEE A SIMILAR EXAMPLE IN THE LAS VEGAS MASTER PLAN.](#)

ANALYZING DATA

We believe in community-driven design backed by accurate data analysis. Our team of Geographic Information Systems (GIS) specialists uses place-based data, census information, and other metric factors to create highly specific, location-based suggestions. **We believe in making this information understandable and accessible to the public. It will be included on the Hub website and in engagement materials.**

A LIVING, DIGITAL PLATFORM TO TELL THE STORY

SmithGroup proposes the creation of a GIS-based digital platform that incorporates and expands upon the city's GIS web platform already in operation. This platform will serve as a hub for input, analysis, and sharing of the plan, harnessing the latest Environmental Services Research Institute (Esri) technology and leveraging Appleton's existing geospatial infrastructure. We will collaborate with city staff seamlessly via an ArcGIS Online group to organize the apps, maps, and data that can be operated, managed, and updated by city staff in the future. Beyond data management, this platform also enables public engagement and spatial input.

	HOUSING	ECONOMY	TRANSPORTATION	GREEN SPACE & PUBLIC PLACES	INFRASTRUCTURE & SYSTEMS
EQUITY Recognition that some residents may need more assistance than others to achieve a just and fair social balance	EH1 AFFORDABLE HOUSING ACCESS Number and % of housing units priced for low and middle income households EH2 BALANCED HOMEOWNERSHIP AND RENTAL OPTIONS Ratio of ownership to rental units EH3 DIVERSITY OF HOUSING LOCATION AND TYPES Distribution of housing types across neighborhoods; average housing density by district	EE1 EQUITABLE EDUCATIONAL OUTCOMES Graduation rates by demographic; educational attainment by neighborhood EE2 SUPPORT FOR LOCALLY-OWNED BUSINESSES % of business licenses issued to Danville residents EE3 INCOME EQUITY Ratio of highest to lowest median household income by neighborhood	ET1 ACCESSIBILITY TO PUBLIC TRANSPORTATION % and distribution of homes with access to public transit ET2 AFFORDABILITY OF PUBLIC TRANSPORTATION % of household income spent on public transportation ET3 SAFE AND ACCESSIBLE ROUTES Safety along major pedestrian and bike routes to and from employment and education, healthcare, bike, infrastructure	EP1 INCLUSIVE ACCESS TO PARKS AND OPEN SPACE % households within 10-minute walk to park; access to parks by neighborhood; ParkScore EP2 HIGH QUALITY PARKS IN ALL COMMUNITIES Park maintenance; park amenities by neighborhood EP3 EQUITABLE ENHANCEMENT OF PROPERTY VALUES % increase in property value near parks; by neighborhood income levels	ES1 AFFORDABLE UTILITY SERVICES Average utility costs as % of household income ES2 EQUITABLE DISTRIBUTION OF INFRASTRUCTURE INVESTMENTS Infrastructure spending by neighborhood and investment type ES3 DIGITAL INCLUSION % of households with internet access
RESILIENCE Prepared for unanticipated events now and in the future	RH1 WEATHERIZED AND ENERGY EFFICIENT HOMES % homes adequately weatherized; % change in average household energy consumption RH2 HOME MAINTENANCE & REPAIRS % of homes identified for major repairs RH3 FLOOD INSURANCE COVERAGE IN HIGH-RISK AREAS % of homes in flood risk areas with flood insurance	RE1 ECONOMIC SECTOR DIVERSITY % employment by sector RE2 BALANCE IN COMMERCIAL AND INDUSTRIAL LAND USES Ratio of commercial to industrial land use RE3 FOSTERING ENTREPRENEURSHIP Number of co-working spaces and business incubators	RT1 MULTI-MODAL TRANSPORTATION Mode share (% travelers by mode); transit ridership; non-motorized infrastructure RT2 QUALITY ROAD INFRASTRUCTURE Road condition score RT3 SUSTAINABLE URBAN DESIGN % impervious areas; % area with green infrastructure	RP1 CLIMATE RESILIENT GREEN SPACES Incidents of climate-related park closures RP2 BIODIVERSITY IN PUBLIC SPACES % area covered by native species RP3 RECREATION-FRIENDLY RIVERS AND WATERWAYS Safety of rivers and waterways for recreation; water quality	RS1 DECARBONIZED POWER SUPPLY % renewable energy used for power supply RS2 WATER CONSERVATION AND EFFICIENCY Per capita water use; leakage rate in water distribution system RS3 CLIMATE RESILIENT INFRASTRUCTURE % infrastructure in floodplains assessed for risk; number of essential service disruptions during floods
HEALTH Supportive of mental and physical health (includes acute, chronic, and preventative care)	HH1 REVITALIZATION OF VACANT LAND AND BUILDINGS Number and % of vacant housing and parcels rehabilitated HH2 SAFE DISTANCE FROM POLLUTION SOURCES % of homes set safe distance from identified pollution sources HH3 SAFE AND COMFORTABLE NEIGHBORHOODS Crime rates by type, by neighborhood	HE1 QUALITY HEALTHCARE FACILITIES Age and condition of healthcare facilities HE2 ACCESSIBLE RECREATIONAL AND FITNESS AMENITIES Number and distribution of recreational and fitness amenities HE3 COMPREHENSIVE HEALTHCARE SERVICES Number, type, and distribution of healthcare facilities	HT1 ACTIVE MOBILITY Total length of bike lanes and pedestrian paths, by neighborhood HT2 SAFE AND ACCESSIBLE PUBLIC TRANSPORTATION Accessibility to public transport; incidents of transport-related accidents HT3 IMPACT OF TRANSPORT ON AIR QUALITY Average Air Quality Index (AQI) near major transportation routes	HP1 SAFE PUBLIC SPACES Crime rates in public spaces HP2 SUPPORT FOR LOCAL AND COMMUNITY AGRICULTURE % public land used for agriculture; number of community gardens HP3 CONNECTED NON-MOTORIZED SYSTEM Length of trail systems and bike infrastructure	HS1 LEAD PIPE REPLACEMENT % lead pipes replaced HS2 INDOOR AND OUTDOOR AIR QUALITY AQI CSDEPM HS3 ENHANCED EMERGENCY SERVICES INFRASTRUCTURE Emergency services power reliability; Emergency response plan

CONNECTING VALUES TO STRATEGIES TO METRICS TO TRACK IMPLEMENTATION IN DANVILLE, VIRGINIA

Our team will work with you to understand what information should be displayed publicly for each plan element. The public-facing Hub will provide the community with opportunities to interact with maps, take surveys, and comment on draft plan components. The overarching concept is to establish and maintain an online platform with the following key capabilities:

- Integration of relevant city data into a consolidated database and dashboard for effective planning and decision-making.
- Facilitation of online engagement to share the plan update with stakeholders and the public through user-friendly tools.

To realize these goals, our team will configure and implement a suite of tools within the platform:

- **Hub Site:** A dedicated online portal serving as a hub for accessing data, maps, documents, and other communication tools to keep stakeholders informed and engaged.
- **Survey 123:** Online input gathering via surveys, comment boards, and collaborative mapping.

- **Dashboard:** An interactive platform for analyzing spatial and non-spatial data, tracking key indicators, and understanding how indicators vary geographically.
- **Story Map:** An intuitive tool that allows users to navigate through different aspects of the comprehensive plan, especially spatial data, with ease.

The Hub Site will display all completed or ongoing work related to comprehensive plan updates. Furthermore, the data dashboard will integrate with the plan's strategies, enabling Appleton to update and track plan implementation while also sharing progress with stakeholders.

We recognize that the long-term success of a digital platform depends upon empowering city staff to update and manage the underlying data and system. We will provide training sessions and documentation tailored to city staff's needs to equip them with the skills to utilize the tools, ensuring the continued effectiveness of the digital platform.

PROPOSED SCOPE OF WORK

PHASE 1: UNDERSTAND

INTENT

The Understand phase provides a solid foundation to build consensus around a set of community values and goals across the city and stakeholders. For both the Comprehensive Plan and Subarea Plans, we will review past plans, gain understanding into key opportunities and challenges, update existing conditions data, and begin engagement. After this phase’s input, we will draft a vision and goals framework for the plan, which will be translated into measurable objectives for making decisions.

KEY COMPREHENSIVE PLAN TASKS

We will audit the existing Comprehensive Plan and Housing Development Policy Guide and create a proposed framework for edits and alignment. We will share updated existing conditions and work with city staff and the Advisory Committee through a prioritization exercise of the issues and opportunities. We will follow with a Retain/Revise/Remove exercise for the housing and land use elements across two virtual AC meetings, evaluating what has been completed, what are still priorities, and what latest planning best practices should be included. The results of the audit and existing conditions will be shared during the launch of the project website and first public meeting. Online and in-person exercises will focus on confirming the vision and goals.

KEY SUBAREA CORRIDOR PLAN TASKS

We will kick off with a tour of each corridor, a market assessment, and a follow-up Focus Group virtual meeting for each corridor to outline key opportunities and challenges and preliminary goals that will be used for garnering input during Public Meeting #1.

CITY STAFF SUPPORT

- Coordinate tour logistics.
- Provide consultant team with existing plans/studies and markups.
- Share GIS data and coordinate on online map delivery/Hub website.
- Review/endorse public participation plan, draft website, and input activities.
- Meeting notices, social media posts, and email blasts.
- Biweekly calls with Consultant Team.

★ KEY CONSULTANT DELIVERABLES

- Public participation plan.
- Map atlas.
- Plan audit and framework.
- ArcGIS Hub Website and input activities (digital and DIY paper).
- Meeting agendas, materials, and summaries.

		MONTHS	JUL	AUG	SEP	OCT	NOV
PHASE 1: UNDERSTAND TASKS, ROLES, & SCHEDULE							
1.1	Kick-off Call with City Staff		●				
1.2	AC #1 /Stakeholder Interviews & Tour			▲ ◆			
1.3	Existing Conditions (Census Demographic)			→	★		
1.4	Public Participation Plan			→	★		
1.5	Base Map Atlas/coordination with city GIS		●	→	★		
1.6	Build Hub Website			→	→	★	
1.7	Past Plans Audits		→	→	→		
1.8	Land Use and Housing Assessments		→	→	→		
1.9	AC #2, #3, #4 Plan Audit Calls (3 main chapters)				▲	▲	▲
1.10	Corridors City Staff Call		●				
1.11	Corridors Focus Groups #1 (3)				◆		
1.12	Public Launch: DIY Engagement/Online Survey #1				●	→	
1.13	Public Meeting #1: Plan Vision & Framework					■	

KEY

- Comprehensive Plan Task
- Subarea Plan Task
- City Staff
- ▲ Advisory Committee
- ◆ Corridors Focus Groups
- Public Meeting
- ★ Key Consultant Deliverable

PHASE 2: EXPLORE

INTENT

The Exploration phase is about digging deeper into different plan alternatives and options with the community and stakeholders. This phase will be an interactive process of evaluating and refining different alternatives for each plan through a series of consensus-building exercises.

KEY COMPREHENSIVE PLAN TASKS

Plan revisions based on the feedback from Phase 1 will be drafted for review with city staff and the Steering Committee at a series of three virtual meetings. During the drafting of the plan, we will identify key questions or concepts for consideration, evaluation, and/or prioritization by the public during Public Meeting #2.

KEY SUBAREA CORRIDOR PLANS TASKS

Based on input from Phase 1, we will prepare a set of design, land use, economic analyses, and preliminary ideas for each corridor. Visit #2 will start with focus groups where stakeholders will provide input on different public and private realm alternatives for key opportunities and catalytic projects in each corridor. SmithGroup’s design team will craft concepts and alternatives for public input during an evening Public Meeting #2. We will broadcast live or record the presentation and upload meeting materials/draft concepts onto the project website for continued input following the in-person meeting for those unable to attend in person.

CITY STAFF SUPPORT

- Review draft comprehensive plan revisions.
- Coordinate logistics for Corridor Plans Workshop and Public Meeting #2.
- Meeting notices, social media posts, and email blasts.
- Biweekly calls with Consultant Team.

★ KEY CONSULTANT DELIVERABLES

- Comprehensive plan draft chapters.
- Corridor plan assessment/analyses and meeting materials.
- ArcGIS Hub website and input activities.
- Corridor plan public and private realm alternative concepts.
- Website draft review/survey.
- Meeting agendas, materials, and summaries.

		MONTHS	NOV	DEC	JAN	FEB
PHASE 2: EXPLORE TASKS, ROLES, & SCHEDULE						
2.1	Draft Issues/Opportunities & Housing Chapters				★	★
2.2	Land Use Approach					→
2.3	Compile Data/Actions for Other Elements			→		
2.4	AC # 5,6,7 on Comp Plan Drafts			▲	▲	▲
2.5	Corridors Physical Assessment			→	★	
2.6	Corridors Base Mapping			→	★	
2.7	Corridors Precedents/Design Ideas			→	★	
2.8	Corridors Market Analysis			→	★	
2.9	Corridors Focus Groups #2 (as part of Workshop #2)				◆	
2.10	Joint Draft Concept/alts Public 2-3-day Workshop #2				■	
2.11	Corridors Public/Private Realm Alternatives/Design Ideas					→
2.12	Online Draft Alternatives Review/survey #2				★	→
2.13	PC Virtual Meeting on Draft Approach					■

KEY

- Comprehensive Plan Task
- Subarea Plan Task
- City Staff
- ▲ Advisory Committee
- ◆ Corridors Focus Groups
- Public Meeting
- ★ Key Consultant Deliverable

PHASE 3: REALIZE

INTENT

The Realization phase takes the preferred plan direction and breaks it down into actionable tasks in the short term to see the plan implemented. This includes the assembly of the final report documents and digital dashboard. This phase also includes ushering the plan through formal approval processes. Upon completion of draft documents, we will convert policies, actions, and metrics to the project dashboard for review and comment followed by adoption meetings at the Plan Commission and Common Council.

KEY COMPREHENSIVE PLAN TASKS

One set of revisions will be completed to reflect the input gained during Phase 2. This phase will include coordination with the implementation strategy for the Subarea Corridor Plan, recent Downtown Plan, and Housing Development Policy Guide, adding measurable benchmarks to an online version of the plan.

KEY SUBAREA CORRIDOR PLANS TASKS

Following Public Meeting #2, we will refine the draft public and private realm alternatives into refined strategies for different areas throughout each corridor. The corridor vision strategies will be accompanied by a summary of the physical and economic analysis and public input. Implementation strategies will be incorporated into the revised Comprehensive Plan for a seamless set of action steps.

CITY STAFF SUPPORT

- Review draft plan revisions.
- Meeting notices, social media posts, and email blasts.
- Lead plan adoption process.
- Monthly calls with Consultant Team.

★ KEY CONSULTANT DELIVERABLES

- Draft Corridor Plan chapters.
- Final revisions to the Comprehensive Plan with a unified implementation strategy for recent plans.
- Digital dashboard of plan policies, actions, and metrics.
- Executive summary presentation slide decks.
- Final document PDFs, Word files, and transfer of GIS mapping.

		MONTHS	MAR	APR	MAY	JUN	JUL
PHASE 3: REALIZE TASKS, ROLES, & SCHEDULE							
3.1	Corridor Plans Land Use/Character + Public Realm Vision and Strategy		→★				
3.2	Corridors Implementation strategy		→★				
3.3	Corridors Focus Group on draft alternatives (virtual)		→◆				
3.4	Future land use place types		→★				
3.5	Future land use map		→★				
3.6	Dashboard update with final actions, metrics				★		
3.7	Draft input survey #3				★→	●▲	
3.8	Document revisions editing/formatting					◆■	
3.9	PC + CC adoption meetings (2 in person, 1 virtual)						★●■
3.10	Final packaging of materials						★

KEY

- Comprehensive Plan Task
- Subarea Plan Task
- City Staff
- ▲ Advisory Committee
- ◆ Corridors Focus Groups
- Public Meeting
- ★ Key Consultant Deliverable

COMPLETE SCHEDULE

KEY ● City Staff ◆ Corridors Focus Groups ★ Key Consultant Deliverable
 ▲ Advisory Committee ■ Public Meeting ■ Comp Plan ■ Subareas

		MONTHS:	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
PHASE 1: UNDERSTAND															
1.1	Kick-off Call with City Staff		●												
1.2	Visit #1: AC #1 /Stakeholder Interviews & Tour			▲ ◆											
1.3	Existing Conditions (Census Demographics)			→	→	★									
1.4	Public Participation Plan			→	→	★									
1.5	Base Map Atlas/coordination with city GIS		●	→	→	★									
1.6	Build Hub Website			→	→	→	★								
1.7	Past Plans Audits			→	→										
1.8	Land Use and Housing Assessments		→	→	→	→									
1.9	AC #2, #3, #4 Plan Audit Calls (Issues/Opps, Housing, LU)				▲	▲	▲								
1.10	Corridors City Staff Call		●												
1.11	Corridors Virtual Focus Groups #1			◆											
1.12	Public Launch: DIY Engagement/Online Survey #1			●	→	→									
1.13	Public Meeting #1: Plan Vision & Framework					■									
PHASE 2: EXPLORE															
2.1	Draft Issues/Opportunities and Housing Chapters								★	★					
2.2	Land Use Approach						→	→	→	→					
2.3	Compile Data/Actions for Other Elements						→	→							
2.4	AC # 5,6,7 on Comprehensive Plan Draft Sections							▲	▲	▲					
2.5	Corridors Physical Assessment						→	→	→	★					
2.6	Corridors Base Mapping						→	→	→	★					
2.7	Corridors Precedents/Design Ideas						→	→	→	★					
2.8	Corridors Market Analysis						→	→	→	★					
2.9	Corridors Stakeholder Focus Groups #2 Visit #2 Workshop								◆						
2.10	Joint Draft Concept/alts Public 2-3-day Workshop #2								■						
2.11	Corridors Public/Private Realm Alternatives/Design Ideas								→	→					
2.12	Online Draft Alternatives Review/survey #2								★	→					
2.13	PC Virtual Meeting on Draft Approach										■				
PHASE 3: REALIZE															
3.1	Corridor Land Use/Char. & Public Realm Vision & Strategy										→	→	★		
3.2	Corridors Implementation Strategy										→	→	★		
3.3	Corridors Focus Groups #3 on Draft Alternatives (Virtual) x3										→	→	◆		
3.4	Future Land Use Place Types										→	→			
3.5	Future Land Use Map												★		
3.6	Dashboard Update with Final Actions, Metrics													★	
3.7	Draft Input Survey #3												★	→	● ▲ ◆ ■
3.8	Document Revisions Editing/formatting														
3.9	PC & CC Adoption Meetings (2 in person, 1 Virtual) Visits #3,4														★ ● ■
3.10	Final Packaging of Materials														★

SECTION 4

FIRM EXPERIENCE & REFERENCES

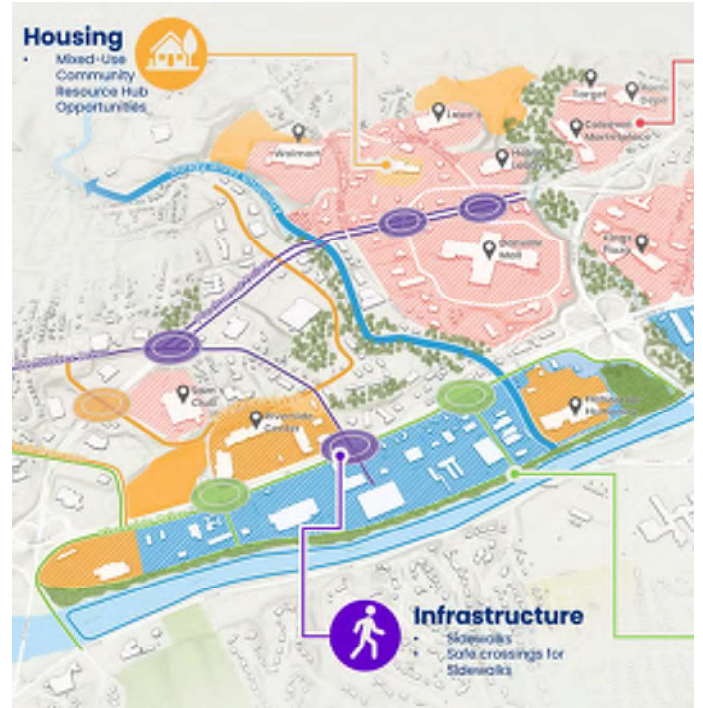


CITYWIDE COMPREHENSIVE PLAN

Land Use Place Types

Neighborhood Mixed-Use Center

- 1 Businesses and homes can co-exist using similar massing and materials to match the neighborhood
- 2 Activated ground floors through first floor retail, outdoor plazas and cafes, and lighting create a more welcoming space



Located in southern Virginia, Danville is a former mill town and tobacco trading hub with a long-standing history of divisive politics and inequitable division of resources. This has created numerous challenges for the city, whose population is racially and economically divided. The city is eager to move forward from its past and build a new legacy.

With recent economic investments infused into the city, in the form of a new multi-million-dollar Caesars Palace Casino and two major employers relocating to the area, Danville is revisiting its comprehensive plan to build upon its unique urban fabric and southern charm. SmithGroup’s planning effort, concluding this spring, includes a robust, year-long engagement process placing the community at the center of the work. A grant from the Commonwealth of Virginia supplements the work for SmithGroup to prepare a resilience plan and the Community Foundation granted funding for robust community engagement.

LOCATION

Danville, Virginia

PROFESSIONAL SERVICES

Urban Planning, Urban Design, Master Planning, Area District Planning

REFERENCE/CONTACT

Renee Burton
Division Director of Planning & Zoning
434.799.5260, extension 2502
burtotr@danvilleva.gov

COMPREHENSIVE PLAN, CLIMATE ACTION PLAN, & PARKS & RECREATION PLAN



Plan Ferndale updated the citywide master plan and parks and recreation plan, incorporating a new climate action plan and stronger emphasis on sustainability and equity. It was built on the recent Ferndale Moves Mobility Strategy and Equitable Housing Action Plan to lay the groundwork for residential zoning amendments to complement our previous mixed-use and downtown form-based amendments. A stronger policy to permit up to three housing units citywide is one step to begin to repair for decades of discriminatory zoning practices.

Plan Ferndale included a robust set of conversations with officials and residents on recent redevelopment and the future of growth, scale, character, and density. The result was an overarching master plan framework that incorporates goals and values from recent plans into a unified set of strategies for decision making. The latest Capital Improvements Plan incorporates the new values-driven decision making checklist from the master plan into its prioritization process.

The American Planning Association, Michigan Chapter recently recognized the project with a Daniel Burnham Award for comprehensive planning.

LOCATION

Ferndale, Michigan

PROFESSIONAL SERVICES

Urban Planning, Community Planning

CLIENT REFERENCE/CONTACT

Justin Lyons, MUP, CNU-A
Former City Planning Manager
810.577.2050
justinlyons@jsarealtors.com

COMPREHENSIVE PLAN



LOCATION

Ann Arbor, Michigan

PROFESSIONAL SERVICES

Urban Planning, Urban Design, Master Planning, Community Planning, Public Engagement, Area District Planning

CLIENT REFERENCE/CONTACT

Brett Lenart, AICP
Planning Manager
734.794.6000, extension 42606
blenart@a2gov.org

Ann Arbor is updating its Comprehensive Plan for the first time since 2009, looking to modernize its land use policies to further the values of Equity, Affordability, and Sustainability. The city is encountering a housing affordability crisis and is ranked as one of the least affordable in Michigan. City leadership supports the need for increased density to address housing diversity but is unsure of exactly where and how.

SmithGroup is part of a team working to frame the trade-offs and constraints inherent in a community that has little remaining developable land. After performing an initial analysis, our team will distill critical information into engaging, digestible forms so that conversations with the steering committee, technical advisory committee, and the public can begin. The plan is expected to be completed by the end of 2025.

2040 COMPREHENSIVE PLAN UPDATE WITH DOWNTOWN VISION



This effort was part of an update to the citywide comprehensive plan, which built an exhaustive framework upon several recent planning efforts like the recent branding initiative. The resulting plan is vibrant and approachable, providing a new set of united guiding principles and concise strategies. SmithGroup also prepared a subarea plan for the Southeast Area, a largely undeveloped area expected to develop upon the completion of the new southern bridge crossing. This smart growth plan outlines strategies to build complete, walkable neighborhoods, mixed-use centers, and a network of green connections and natural preserves.

While the Fox River is one of De Pere’s greatest assets and amenities, it splits the city and downtown in two, challenging the community’s notion of unity and a shared identity. Having completed the east downtown’s Cultural District Plan, SmithGroup embarked on a process to create a complementary set of recommendations for the west downtown. The recommendations included identifying key redevelopment site strategies, installing improved crossings and streetscape, and implementing results from a recent parking study.

LOCATION
De Pere, Wisconsin

PROFESSIONAL SERVICES
Urban Design, Comprehensive Planning

REFERENCE/CONTACT
Daniel Lindstrom
Development Services Director
920.339.4043
dlindstrom@deperewi.gov

DE PERE CULTURAL DISTRICT MASTER PLAN



The City of De Pere, Wisconsin hired SmithGroup to conduct a three-day charrette to explore the potential for a downtown cultural district to make De Pere a distinguished hub of culture and arts in the Greater Green Bay metropolitan area.

The resulting plan provides guidelines for riverfront activation, trail connections, and development patterns in the downtown. The cultural district will be anchored by the proposed Mulva Cultural Center, and include high-quality dining and entertainment businesses amidst extraordinary views of the Fox River, public art of many forms, and superior public realm and open spaces.

LOCATION

De Pere, Wisconsin

PROFESSIONAL SERVICES

Urban Design, Comprehensive Planning

REFERENCE/CONTACT

Daniel Lindstrom
Development Services Director
920.339.4043
dlindstrom@deperewi.gov

KENOSHA INNOVATION NEIGHBORHOOD MASTER PLAN



The Kenosha Innovation Neighborhood Master Plan provides a vision for redeveloping the 107-acre former Chrysler Assembly Plant in downtown Kenosha. The plan is for an innovation district that will bring new industry-leading technologies and businesses to the region, as well as retain and attract young professionals.

LOCATION

Kenosha, Wisconsin

PROFESSIONAL SERVICES

Community Planning, Land Planning,
Architecture, Civil Engineering,
Landscape Architecture

REFERENCE/CONTACT

Tim Casey
Director of Community Development
262.653.4030
tcasey@kenosha.org

Unlike other innovation districts, this plan seeks to make the redevelopment a neighborhood. It will be nested in and be an extension of existing surrounding neighborhoods and will include new housing, a commercial district, and a high school.

The development will be inclusive of all individuals, the surrounding neighborhoods, and the broader community by being respectful of existing neighborhood history and character, blurring boundaries between development and neighborhood, and responding to the scale and density of the community. It will also support the recovery and development of sustainable and resilient surrounding neighborhoods by providing support for individuals with varying degrees of skills and creating flexibility for growth over time.

REDEVELOPMENT READY COMMUNITIES PROGRAM

LOCATIONS

Various communities across Michigan

PROFESSIONAL SERVICES

Urban Planning, Urban Design, Master Planning

CLIENT REFERENCE/CONTACT

Michelle Parkkonen, AICP
Managing Director
517.599.8796
parkkonenm@michigan.org



CLICK HERE TO VIEW THE [RESILIENCY TOOLKIT GUIDE](#)

TECHNICAL ASSISTANCE

SmithGroup has advised the Michigan Economic Development Corporation (MEDC) through its Redevelopment Ready Community program. It is a certification program through which the MEDC audits the community's plans, codes, and procedures. We have spent the last decade serving as the primary point of contact for RRC staff to help fill the gaps in the communities' redevelopment programs. Kathleen Duffy led the "planning and participation" training for over five years. Our assistance has included the following practices:

- Downtown, corridor, comprehensive plans, and redevelopment strategies
- Zoning ordinances and form-based codes
- Site prioritization and redevelopment strategies
- Economic development and marketing strategies
- Delivery of training programs for staff and officials
- Development review process evaluation and recommendations

RESILIENCY TOOLKIT

As part of our ongoing work with the MEDC Redevelopment Ready Communities program, SmithGroup prepared a resiliency toolkit to assist communities in planning for shocks and stresses. The toolkit includes a self-evaluation and set of goals, metrics, and actions that communities can use to incorporate resilient strategies for people, places, infrastructure, and the economy.

SmithGroup provides quarterly recommendations and resources for the MEDC Resiliency Toolkit to ensure it remains a relevant and useful tool for communities in the years to come. Updates include graphics for social media posts, website enhancements, best practices for their virtual resiliency library, and new tools for the kit.

SmithGroup also partnered with the MEDC and the cities of Midland and Marquette, to implement the toolkit in their communities. Collaborating with local leaders, business associations, FEMA, EGLE, and more, we helped these two cities identify implementable next steps to become more socially, economically, physically, and environmentally resilient communities.

LINCOLN KING NEIGHBORHOOD PLAN



LOCATION

Racine, Wisconsin

PROFESSIONAL SERVICES

Urban Planning, Urban Design,
Community Planning, Landscape
Architecture, Streetscape Design,
Conceptual Design

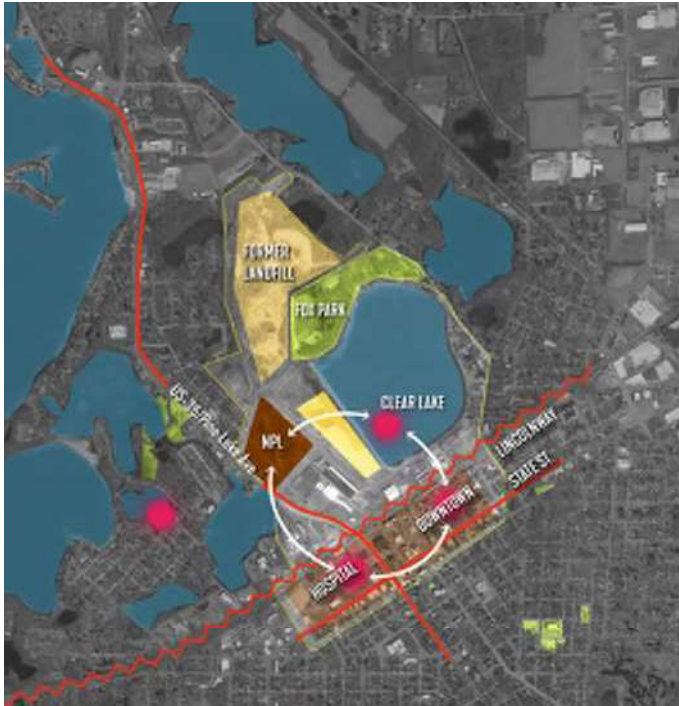
REFERENCE/CONTACT

Cathy Anderson
Neighborhood Investment Manager
Department of City Development
262.636.9476
cathy.anderson@cityofracine.org

Propelled forward by a \$15 million neighborhood investment grant from the State of Wisconsin, the City of Racine began planning improvements to the Lincoln-King Neighborhood. The added neighborhood investment grant represents a significant opportunity to leverage that catalytic project and extend the City’s investment to a broader area for lasting impact.

SmithGroup worked closely with the city assisting them to guide funding and create a long-term vision for neighborhood infrastructure improvements. In addition, the neighborhood master plan helped inform the design decisions made for the proposed King Center and Racine Community Health Center (RCHC) adjacent to Julian-Thomas Elementary School. The new King Center and RCHC is an exciting catalytic investment by the city in a neighborhood that has not seen significant investment for generations.

CLEAR LAKE SUB AREA PLAN



La Porte, an aging rustbelt community in northwest Indiana, has among the lowest health metrics in Indiana. The City partnered with the Healthcare Foundation to undertake a district plan for a remediated industrial site, park, downtown, and hospital district built on improving connectivity, a sense of place, and opportunities for mixed-use and recreation uses to support healthy lifestyle choices. The Heart of La Porte is a long-term vision that identifies short-term redevelopment, placemaking, environmental stewardship, and recreation opportunities to create a holistic vision for healthy living. A multi-day charrette included walking tours, stakeholder meetings, and evening public sessions to vet placemaking and land use alternatives.

Beyond a long-range vision, the plan identifies several catalytic projects that will be developed up to a 30% level of design. The selected projects include downtown streetscape renovations, a greenway, ecological shoreline enhancements, and a new communal greenspace downtown. The next step for the city will be to seek funding and partnerships for implementation to put the vision into reality.

LOCATION

La Porte La Porte, Indiana

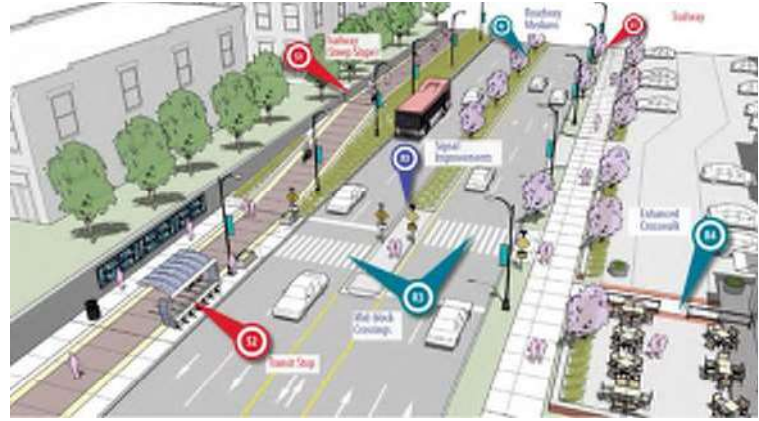
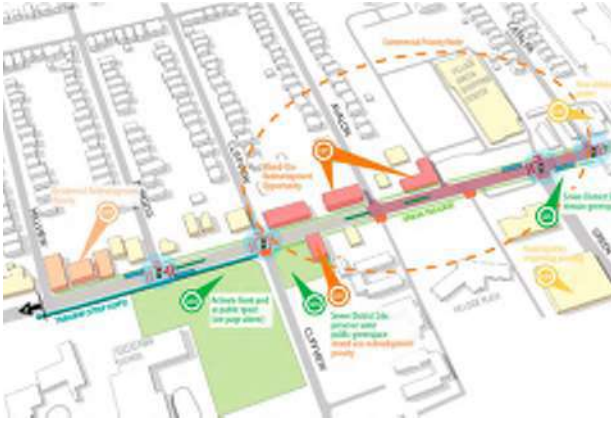
PROFESSIONAL SERVICES

Community Planning, Civil Engineering,
Landscape Architecture

REFERENCE/CONTACT

Nick Minich
City Engineer
219.362.2327
nminich@cityoflaportein.gov

EUCLID AVENUE REDEVELOPMENT STUDY



The City of Cleveland sought to transform Euclid Avenue from a vehicle-dominated corridor into a vibrant and comfortable place for residential neighborhoods and local businesses. Euclid Avenue suffers from a legacy of disinvestment, and this project mobilized resources toward creating an equitable outcome for the community.

SmithGroup led a comprehensive corridor study that examined the following key items and goals:

- Transportation and mobility design that makes the corridor accessible to people of all ages and abilities.
- Roadway design that manages vehicle speeds and improves safety and comfort for all people.
- Urban railway incorporation with integrated transit stops, safer crossings, streetscape, and lighting.
- Land use opportunities for reinvestment that support local businesses and wealth building.
- Economic impact assessment of how changes in, and adjacent to, the corridor can support the vitality of the corridor for residents.

SmithGroup engaged local partners, agencies, political leaders, businesses, residents, and schools in a collaborative process to meet the goals above. An illustrative report showcased potential changes that could be advanced using a phased approach. Recommendations were prioritized, costs estimated, and implementation-focused action items identified.

LOCATION
Cleveland, Ohio

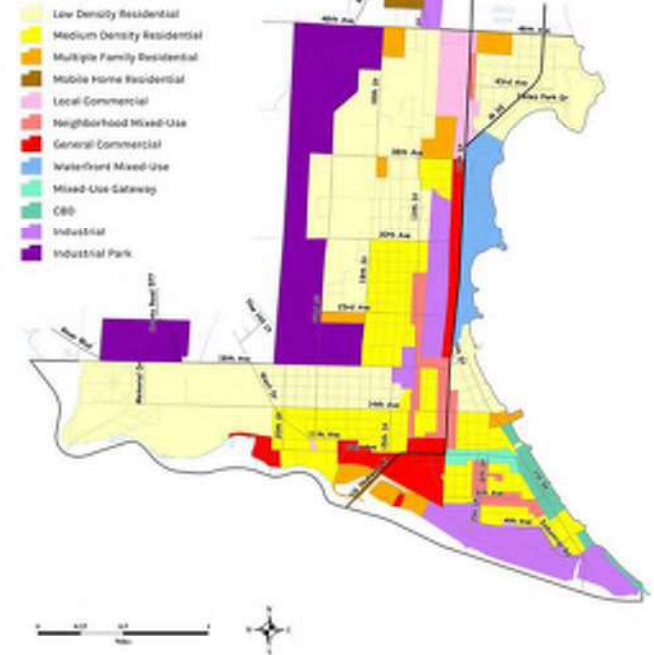
PROFESSIONAL SERVICES
Urban Planning, Urban Design

CLIENT REFERENCE
Calley Mersmann
Senior Strategist, Transit & Mobility
216.664.2952
cmersmann@city.cleveland.oh.us

COMPREHENSIVE PLAN UPDATE



City of Menominee
FUTURE LAND USE
DRAFT August 2018



LOCATION

Menominee, Michigan

PROFESSIONAL SERVICES

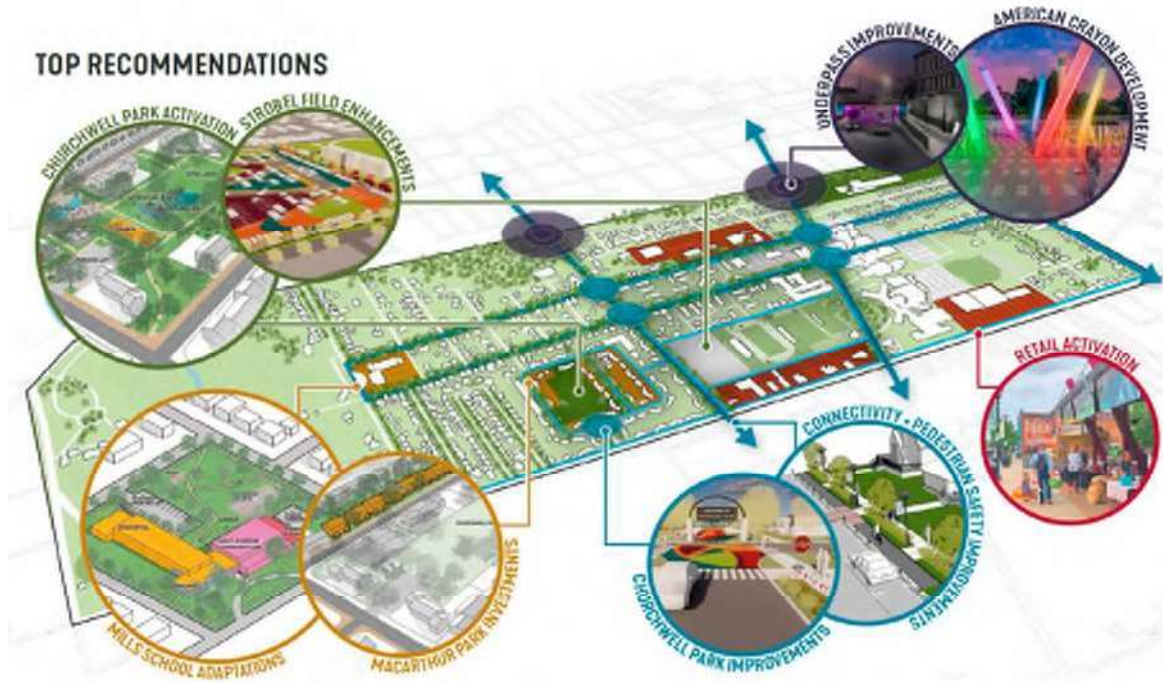
Urban Planning, Urban Design,
Community Planning

REFERENCE/CONTACT

Brett Botbyl
City Manager
906.863.1747
bbotbyl@menomineemi.gov

Menominee’s Highway 41 corridor, as a gateway to Michigan’s upper peninsula, lacks the charm and history of its historic downtown and bayfront. Rethinking this corridor and its views of Green Bay were the cornerstone of SmithGroup’s efforts to redefine the city’s land use and redevelopment opportunities for a draft master plan update. Through stakeholder workshops, the team strategized around economic development possibilities for several key sites, including the Highway 41 corridor, a former school site, an office park, and a gateway big box node. This refreshed land use approach, coupled with a streamlined set of goals and actions, will set up Menominee for future zoning amendments to make redevelopment more feasible.

SANDUSKY SOUTHSIDE NEIGHBORHOOD PLAN



Improvements to the Sandusky Southside Neighborhood were identified as part of a previous study completed in 2016. In 2022, SmithGroup was engaged to plan for and implement sustainability strategies while also creating environments that attract and support private investment in the community.

The process began with thoughtful and creative community engagement—identifying needs and prioritizing implementation items. Virtual and in-person forums engaged a broad range of community stakeholders, leaders, and partners to gain valuable feedback.

The resulting plan focuses on the development of major city corridors adjacent to residential neighborhoods. It addresses parks, greenspaces, and increased bike and walking paths as well as public transit. It looks at the neighborhood as a whole—analyzing existing infrastructure and areas such as affordable housing, neighborhood stabilization, and opportunities for mixed-use development to further create a walkable, connected community.

LOCATION

Sandusky, Ohio

PROFESSIONAL SERVICES

Urban Planning, Urban Design, Master Planning, Neighborhood Planning, Community Planning

REFERENCE/CONTACT

Arin Blair
Chief Planner
419.627.5873
ablair@cityofsandusky.com

OSHKOSH LAKESHORE PARK MASTER PLAN & PARK PAVILION



LAKESHORE PARK MASTER PLAN

The Oshkosh Common Council desired to transform 70 acres of a former golf course into a new community park. SmithGroup was hired and initiated a three-part planning process including data collection, meetings with city staff, site analysis, and public outreach. A plan was completed in 2019 that reimagines the former golf course as a community destination with two distinct parkland halves.

LAKESHORE PARK PAVILION

As the catalytic first project of this new community park, the 3,700 sf pavilion designed in 2021 embodies the master plan's sustainability ethos. It functions as a landmark and year-round community living room for events, blending seamlessly with the surrounding waterfront site. Its waterside deck, plazas, and native landscape are designed as the heart of Lakeshore Park and serve as a regional trailhead for the adjacent riverwalk and future water trails.

LOCATION

Oshkosh, Wisconsin

PROFESSIONAL SERVICES

Master Planning, Architecture, Civil Engineering, Landscape Architecture, HVAC Design, Plumbing Design, Electrical Engineering, Structural Engineering

REFERENCE/CONTACT

Raymond Maurer
Parks Director
920.236.5080
rmaurer@ci.oshkosh.wi.us

SECTION 5

PROPOSED PROJECT TEAM



TEAM ORGANIZATION

SmithGroup, under the leadership of **Kathleen Duffy** and **Xu Zhang**, will direct the team effort as indicated in the organization chart below.

We have assembled a passionate team that brings significant expertise to deliver the comprehensive and subarea plans successfully. When we decide to pursue

a project, we carefully consider the time commitment necessary by all the team members to ensure a full commitment to the project from beginning to end. We have the depth of resources and staff available that will support our leadership team and cover a wide variety of services beneficial to the City of Appleton.



PRINCIPAL-IN-CHARGE/URBAN PLANNER

KATHLEEN DUFFY

AICP



Kathleen Duffy grew up in Oshkosh, Wisconsin and regularly visits Appleton with her family. This, along with the creation of over 30 comprehensive plans for similar communities, makes her qualified to help the city with its upcoming planning efforts. She is a passionate expert on land use, character, and placemaking, helping communities create intelligent redevelopment and economic development strategies for corridors, downtowns, and districts. Her creative problem-solving, unique design skills, and big-picture thinking result in inclusive and implementable comprehensive plans.

- City of DePere, 2040 Comprehensive Master Plan Update & West Downtown Vision Plan, DePere, Wisconsin
- City of La Porte, Clear Lake Sub Area Plan, La Porte, Indiana
- City of Cleveland, Euclid Avenue Redevelopment Study, Cleveland, Ohio
- MEDC, Redevelopment Ready Communities Technical Assistance Program & Master Plans, Mason, Grosse Ile Township, Owosso, Newaygo, Melvindale, Wyandotte, Lexington, & Swartz Creek, Michigan
- City of Danville, Comprehensive Plan, Danville, Virginia
- City of Ferndale, Master Plan, Parks & Recreation Plan Update, Climate Action Plan & Downtown Form-based Code, Ferndale, Michigan
- City of Ann Arbor, Comprehensive Plan, Ann Arbor, Michigan
- City of Lansing, Comprehensive Plan & Form-Based Code, Lansing, Michigan
- City of Birmingham, Woodward Southern Gateway Corridor Plan, Birmingham, Michigan*
- City of Rochester Hills, Auburn Road Corridor Plan, Rochester Hills, Michigan*
- City of Muskegon Heights, Downtown Plan, Muskegon Heights, Michigan
- City of Las Vegas, 2050 Master Plan, Las Vegas, Nevada
- City of Las Vegas, East & Northwest Area Plans, Las Vegas, Nevada
- City of Charleston, Comprehensive Plan, Charleston, West Virginia*
- Washtenaw County, ReImagine Washtenaw Plan, Ann Arbor & Ypsilanti, Michigan*

EDUCATION

Master of Urban and Regional Planning,
University of Illinois

Bachelor of Science in Architecture with
a Minor in Art History,
University of Michigan

Urban Land Institute Larson Center for
Leadership

REGISTRATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Urban Land Institute—Michigan
Advisory Board and Women's
Leadership Committee Co-Chair

ULI Michigan's Housing and Community
Development Local Product Council

Form-Based Code Institute

National Charrette Institute

* Completed prior to SmithGroup

XU ZHANG



Xu Zhang's work is inspired by her passion for people's stories and community development. She is an experienced urban planner who specializes in designing communities that support safe, equitable, innovative, and sustainable development. Her goal is to create beautiful urban community environments that are sensitive and engaging for all living things. Xu's leadership, expertise, engagement, and partnering acumen will enable her to deliver a successful program for Appleton.

- Envision Montgomery 2040 Comprehensive Plan, Montgomery, Alabama*
- Neptune Beach Community Vision Plan 2040, Neptune Beach, Florida*
- The Onward Alameda Corridor Plan, El Paso, Texas*
- City of El Paso, Historic Mission Trail Comprehensive Plan Update, El Paso, Texas*
- Citywide Master Plan, Punta Gorda, Florida*
- City of Racine, Lincoln King Neighborhood Plan, Racine, Wisconsin
- City of Sheboygan, Deland Park and Waterfront Reuse Master Plan, Sheboygan, Wisconsin
- New Mexico State University, Campus Design Guidelines, Las Cruces, New Mexico*
- Kane County, Forest Preserve District Master Plan, Geneva, Illinois
- Comprehensive Plan: Blueprint 2028, Thomasville Georgia*
- Form-based Unified Development Code, Thomasville Georgia*
- Bedrock, East Riverfront Master Planning, Detroit, Michigan
- La Madre Foothills & Kyle Canyon Special Area Plans, Las Vegas, Nevada
- City of Muskegon, Lakefront Master Plan, Muskegon, Michigan
- City of Clive, Linnan Park Improvements, Clive, Iowa
- City of Oakland, Downtown Specific Plan, Oakland, California
- North Miami Beach West Lots Plan, Miami, Florida
- City of Missoula, Downtown Master Plan, Missoula, Montana*
- City of Missoula, North Riverside Parks & Trails Plan, Missoula, Montana*

EDUCATION

Master of Data Analytics, Georgia Institute of Technology

Master of Landscape Architecture, Pennsylvania State University

Bachelor Degree of Urban Planning, Jiangnan University

* Completed prior to SmithGroup

TOM ROGERS

PLA



With 23 years of urban design experience, Tom Rogers is well known in Wisconsin for understanding the challenges facing communities like the City of Appleton. He is a creative and passionate community development expert adept at working with multiple stakeholders to form beautiful, sustainable solutions that present opportunities for positive growth. Tom's knowledge augments the greater team, serving as a valuable partner in helping the City of Appleton plan for the future.

- City of De Pere, Cultural District Master Plan, De Pere, Wisconsin
- City of DePere, 2040 Comprehensive Master Plan Update & West Downtown Vision Plan, DePere, Wisconsin
- City of Kenosha, Innovation Neighborhood Master Plan, Kenosha, Wisconsin
- City of Milwaukee, Harbor District Riverwalk, Milwaukee, Wisconsin
- City of Milwaukee, South 13th Street Streetscape Improvements, Milwaukee, Wisconsin
- City of Watertown, Town Square Civic Hub, Watertown, Wisconsin
- City of Wauwatosa, Downtown 69th Street Center Pocket Park, Wauwatosa, Wisconsin
- Hovde Properties, Reston Heights Mixed-use Development Planning Study, Madison, Wisconsin
- City of Madison, Garver Feed Mill Mixed-use Redevelopment, Madison, Wisconsin
- City of Green Bay, City-wide Park Paving Analysis, Green Bay, Wisconsin*
- City of Green Bay, Leight Park Waterfront Festival Grounds, Green Bay, Wisconsin*
- City of East Moline, Illinois, Downtown Streetscape & Riverfront Master Plan Vision, East Moline, Illinois
- City of Burlington, Tiger Grant Complete Streets & Riverfront-Roadway, Burlington, Iowa
- City of Euclid, Waterfront Plan, Euclid, Ohio
- City of Sault Ste Marie, Waterfront Study, Sault Ste Marie, Michigan

EDUCATION

Bachelor of Science in Landscape Architecture, University of Wisconsin-Madison

REGISTRATIONS

Professional Landscape Architect:
Colorado
Iowa
Wisconsin

* Completed prior to SmithGroup

URBAN DESIGNER/PLANNER/GIS SPECIALIST

JAKE JENKINS

PLA, ASLA, LEED GA



As SmithGroup's computational design expert, Jake Jenkins stays on the cutting edge of parametric modeling and big data visualization for community planning and development. His approach is focused on technical site and context exploration, unearthing parameters to develop the design, and investigating innovative delivery techniques. His expertise includes a diverse range of project types from greenways, waterfronts, and campuses to complex spatial studies and ecological analysis.

- City of De Pere, Cultural District Master Plan, De Pere, Wisconsin
- City of DePere, 2040 Comprehensive Master Plan Update & West Downtown Vision Plan, DePere, Wisconsin
- City of Oshkosh, Wisconsin, Lakeshore Park Master Plan, Oshkosh, Wisconsin
- City of Kenosha, Innovation Neighborhood Master Plan, Kenosha, Wisconsin
- City of La Porte, Clear Lake Sub Area Plan, La Porte, Indiana
- Dane County, Circular Campus Vision, Madison, Wisconsin
- Villard Avenue Business Improvement District, Streetscape Charrette, Milwaukee, Wisconsin
- City of Milwaukee, South 13th Street Streetscape Improvements, Milwaukee, Wisconsin
- Milwaukee County, South Shore Park Beach, Milwaukee, Wisconsin
- Milwaukee Metropolitan Sewerage District, Kinnickinnic River 6th to 16th Street, Milwaukee, Wisconsin
- Milwaukee Metropolitan Sewerage District, Kinnickinnic River Jackson Park, Milwaukee, Wisconsin
- City of Portage, Downtown Master Plan, Portage, Indiana
- City of Clinton, Riverfront Development Study, Clinton, Iowa
- City of Burlington, Tiger Grant Complete Streets and Riverfront-Roadway, Burlington, Iowa
- City of Rocky River, Bradstreet's Landing Pier Renovations, Rocky River, Ohio
- Cuyahoga County, Lakefront Public Access Plan, Cleveland, Ohio

EDUCATION

Master of Landscape Architecture, with Honors, Kansas State University

Bachelor of Science in Community and Regional Planning, Minor in Sociology, Iowa State University

REGISTRATIONS

Landscape Architect:
Wisconsin

LEED Green Associate

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

GIZEM DEMIRKOL CAKAL



Gizem Demirkol Cakal is a dynamic and forward-thinking urban planner, specializing in environmental design, a distinct sense of place, and spatial planning. With a profound understanding of place theories, environmental behavior, and robust community engagement, Gizem is dedicated to crafting sustainable and vibrant urban environment solutions that prioritize the well-being of residents. She will apply her expertise to help the city develop a plan that reflects the needs and vision of the Appleton community.

- City of Racine, Lincoln King Neighborhood Plan, Racine, Wisconsin
- Milwaukee Metropolitan Sewerage District, Kinnickinnic River Jackson Park, Milwaukee, Wisconsin
- City of Clinton, Riverfront Development Study, Clinton, Iowa
- Bedrock, East Riverfront Master Planning, Detroit, Michigan
- Bookworm Botanical Gardens, River Site Master Plan, Sheboygan, Wisconsin
- Kane County, Forest Preserve District Master Plan, Geneva, Illinois
- City of Willoughby, Amphitheater and Chagrin River Trail, Willoughby, Ohio
- City of Clive, Linnan Park Improvements, Clive, Iowa
- Lincoln Park Conservancy, North Pond at Lincoln Park, Master Plan Update, Chicago, Illinois
- University of Wisconsin-Madison, New Engineering Building, Madison, Wisconsin
- University of Wisconsin-Stout, Long Range Plan, Menomonie, Wisconsin
- University of Cincinnati, Campus Master Plan Update, Cincinnati, Ohio
- University of Toledo, Campus Plan Update, Toledo, Ohio

EDUCATION

Master of Urban Design, University of Wisconsin-Milwaukee

Master of City Planning & Urban Design, Orta Dogu Technical University, Turkey

Bachelor of Science, City & Regional Planning, Orta Dogu Technical University, Turkey

RACHEL SMITH

AICP



Affordable housing and economic development are hallmarks of Rachel Smith's urban planning and design expertise. She is an expert on regulatory tools that support these efforts and uses creative, research-driven solutions and innovative programs to bring investment and housing development to communities like the City of Appleton. Rachel keeps current with global housing and community development advancements, trends, and research. She enjoys engaging communities to create strategies that meet housing demand, align with community values, and empower and protect vulnerable populations.

- City of Detroit, Master Plan, Detroit, Michigan
- City of Detroit, ARPA Industrial & Commercial Site Identification Scoping, Detroit, Michigan
- MEDC, Redevelopment Ready Communities Technical Assistance Program, multiple Michigan communities
- City of Danville, Comprehensive Plan, Danville, North Carolina
- City of Sandusky, Southside Neighborhood Master Plan, Sandusky, Ohio
- City of Adrian, Zoning Ordinance, Adrian, Michigan
- City of Mason, Master Plan & Ordinance Update, Mason Michigan
- Bedrock, East Riverfront Master Planning, Detroit, Michigan
- DC Office of Planning, Rock Creek Corridor Planning, Washington DC
- Cuyahoga County, Lakefront Public Access Plan, Cleveland, Ohio
- City of Ferndale, Master Plan, Parks & Recreation Plan Update, Climate Action Plan & Downtown Form-based Code, Ferndale, Michigan
- Ann Arbor Housing Commission, 415 Washington Area Plan Review, Ann Arbor, Michigan
- City of Ann Arbor, Comprehensive Plan, Ann Arbor, Michigan
- City of Muskegon Heights, Downtown Vision Plan, Muskegon Heights, Michigan
- City of Detroit, Design Guidelines for Commercial Corridors, Detroit, Michigan

EDUCATION

Master of Science, Planning, University of Arizona

Bachelors, Fine and Studio Arts, Drury University

REGISTRATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association,
National Housing & Community
Development, Committee Treasurer

Michigan Association of Planning,
Housing Policy Subcommittee

MICHELLE JOHNSON



Michelle Johnson has over 20 years of experience in economic development, comprehensive planning, complete streets, and corridor planning and design. Her portfolio includes 10+ complete street corridor planning and detailed design projects, five of which were federally funded, and 15+ economic development studies with components such as commercial, housing, office, and industrial market analyses and assessments, highest and best-use analyses, Tax Increment Financing (TIF) analyses and projections, retail gap and leakage analysis, development strategies and forecasting, development proformas, and travel time analysis. Her previous experience has also given her strong knowledge of federal funding processes and grant administration, writing, and reporting.

- City of Kenosha, Innovation Neighborhood (KIN) Eda Grant Administrator, Kenosha, Wisconsin
- City of Bakersfield, SR 204 Highway to Boulevard Planning Study, Market Analysis, and Economic Impact Assessment, California High-Speed Rail Authority, Bakersfield, California
- Township of Grosse Ile, Master Plan, Market Analysis & Future Economic Impact Study, Grosse Ile, Michigan
- City of Akron, North Main Street Complete Street Corridor Study Master Plan & Market Analysis, Akron, Ohio*
- City of Willowick, Lakefront & Lakeshore Boulevard Connectivity Plan & Market Analysis, Willowick, Ohio*
- City of Akron, Broadway Avenue & Main Street Market Analysis and Master Plan, Akron, Ohio*
- City of Aurora, Housing & Density Study, Aurora, Ohio*
- Laketran and Cities of Willowick, Eastlake & Willoughby, Vine Street Corridor Plan, Market Analysis & Tax Increment Financing Analyses, Multiple cities, Ohio*
- City of Sylvania, Downtown Master Plan, Market & TIF Analysis, Sylvania, Ohio*
- City of Akron, Firestone Industrial Market Analysis, Akron, Ohio*

EDUCATION

Master of Urban Planning, Design and Development, Cleveland State University

Bachelor of Arts, Urban and Regional Planning, Minor, Landscape Architecture, Miami University

PROFESSIONAL AFFILIATIONS

Cleveland Leadership Academy, 20th Class, Fellow

American Planning Association, Cleveland Chapter, Member, Executive Board Member 2006–2018

Member, Association of Pedestrian and Bicycle Professionals

Member, International Council of Shopping Centers

* Completed prior to SmithGroup

ETHAN WISSLER



With a background in landscape architecture and urban design, Ethan Wissler works at the intersection of planning and design. He is an expert in the use of GIS and computational data science in the planning process and develops new tools and applications to enhance overall data analysis in the built environment. Since joining SmithGroup, Ethan has played a key role in the planning, design, and implementation of public spaces on many projects in the Midwest.

- University of Wisconsin-Stout, Long Range Plan, Menomonie, Wisconsin
- City of St. Louis, Citywide Transportation & Mobility Plan, St. Louis, Missouri
- City of Ann Arbor, State & Hill Street Improvements, Ann Arbor, Michigan
- City of Detroit, Joe Louis Greenway, Detroit, Michigan
- City of Ferndale, Park District Wilson Park Design, Ferndale, Michigan
- City of Oak Park, Parks and Recreation Master Plan Update, Oak Park, Michigan
- Greektown Neighborhood Partnership, Monroe Street Streetscape Improvements, Detroit, Michigan
- Bedrock, East Riverfront Landscape & Streetscape, Detroit, Michigan
- Davey Tree, East Campus Design, Research & Training Center Building, Kent, Ohio
- Old Dominion University, Comprehensive Campus Master Plan, Norfolk, Virginia
- University of Texas at Arlington, Campus Master Plan, Arlington, Texas
- Bowling Green State University, Campus Master Plan Update, Bowling Green, Ohio
- DTE Energy, Second Avenue Greenway & Concept Design, Detroit, Michigan
- DTE Energy, Roxbury Broadway Site, Ann Arbor, Michigan
- Huron Waterloo Pathways Initiative, Title IX Plaza, Ann Arbor, Michigan

EDUCATION

Master of Landscape Architecture,
University of Arizona

Master of Science in Planning,
University of Arizona

Graduate Studies in Design & Planning,
Cornell University

Bachelor of Science, Natural Resources
Economics, University of Arizona

SECTION 6

revised 6/21/2024

COST PROPOSAL



COST PROPOSAL

	Costs
1: Understand	\$102,000
2: Explore	\$140,000
3: Realize	\$117,000
Total Project Cost	\$359,000

Comprehensive Plan Project Cost	\$236,000
Subarea Plans Project Cost	\$123,000

Shared tasks like past plan review, regular staff coordination, implementation, executive summaries, dashboard, and adoption are included in the comprehensive plan subtotal.

Team Member	Role	Anticipated Hours	Billing Rate
Kathleen Duffy	Principal-in-Charge/Planner	210	\$185
Xu Zhang	Project Manager/Urban Designer	565	\$150
Jake Jenkins	Urban Designer	370	\$120
Gizem Demirkol Cakal	Urban Planner	990	\$100
Rachel Smith	Housing Planner	190	\$130
Michelle Johnson	Market Strategist	60	\$220
Tom Rogers	Urban Design/Quality	15	\$220
Ethan Wissler	GIS/Data	135	\$100
Contingency	Average Staff Rate	210	\$150



CITY OF APPLETON

MEMORANDUM

Date: July 10, 2024
To: Community Development Committee
From: Olivia Galyon, Community Development Specialist
Subject: Request to Award Contract to NeighborWorks Green Bay for ARPA
Neighborhood Leadership Academy Project

Background & Analysis: On April 3, 2024, the Common Council allocated \$100,000 of American Rescue Plan Act (ARPA) funding for Neighborhood Leadership Academy programming. This programming will empower Appleton's residents to strengthen their neighborhood organizations, provide an educational leadership development opportunity, and increase the self-sufficiency of Appleton's neighborhood organizations to pursue improvement projects, funding opportunities, and increase community connections. The City issued a Request for Proposals (RFP) to complete and coordinate services for the Neighborhood Leadership Academy on April 12, 2024 (attached). Proposals were solicited in accordance with City's Procurement and Contract Management Policy and ARPA regulations. The City received three proposals in response to the RFP.

The three received proposals were evaluated by Community Development Department staff and a neighborhood leader in Appleton's Erb Park Neighborhood. The evaluation consisted of internal technical review of the proposals and interviews of all three respondent organizations on May 23, 2024.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected NeighborWorks Green Bay. Following proposal refinement and revisions, NeighborWorks submitted a final project scope in the amount of \$76,250 and staff is recommending a contingency of \$3,750 for a project total of \$80,000.

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.

Staff Recommendation: In accordance with City policy, staff recommends approval to award a contract to NeighborWorks Green Bay in an amount of \$76,250 with a \$3,750 contingency for a project total not to exceed \$80,000 to perform the scope of services outlined in the attached Neighborhood Leadership Academy proposal.



CITY OF APPLETON

CITY OF APPLETON

Request for Proposals for Neighborhood Leadership Academy Programming, Engagement, and Delivery

Issued by:
City of Appleton, WI
April 12, 2024

Proposals must be received no later than:
4:00 PM, Friday, May 10, 2024

Submit Quotes to:
Olivia Galyon
Community Development Specialist

By mail:
ATTN: Community Development Specialist
100 N. Appleton Street
Appleton, WI 54911

Or electronically:
Olivia.Galyon@Appleton.org

For further information regarding this request contact:
Olivia Galyon, Community Development Specialist
Olivia.Galyon@Appleton.org
920-832-6469

1.0 GENERAL INFORMATION

1.1 Introduction

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 76,000. Appleton is located at the crossroads of Interstate 41 and US Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. Appleton is the sixth most populous city in Wisconsin and is the largest city in the Fox Cities Metro Area. More information about the City is available on our website at <https://www.appleton.org/>.

1.2 Background

City of Appleton first launched its Neighborhood Program in 1996, targeting core, older neighborhoods in central Appleton. The City recognizes the various benefits of having formal neighborhood organizations, including an increased sense of community, strong relationships between residents and local officials, and opportunities for neighborhood engagement and improvement efforts. Over time, the Neighborhood Program has evolved to be resident-led and focuses on strengthening communication between neighborhoods and City Hall. There are currently 21 active registered neighborhoods in the City of Appleton, with various levels of resident engagement and activity. Registered neighborhoods participating in the Neighborhood Program can apply for the City's Neighborhood Grant Program, which provides CDBG funding to eligible neighborhood projects and programs, as well as a small amount of non-CDBG funding.

Historically, City of Appleton offered biennial Neighborhood Leadership Academy programming as part of the Neighborhood Program. The Academy offered neighborhood leaders a chance to connect and provided them with the tools and knowledge necessary to create positive change in their neighborhoods. A key component of the biennial meetings was peer share-out among Neighborhood Leaders to help build connections and share best practices. Funding for this program was reduced, and staff capacity has been limited to continue offering such a program. Furthermore, regular activity of neighborhood organizations was severely limited by the COVID-19 pandemic, especially with limited opportunities for events and gatherings. This project was spurred by the desire to re-engage Appleton's neighborhoods and use the available ARPA funding to enhance community connections.

1.3 ARPA Requirements

This project is being supported, in whole or in part, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF) granted to The City of Appleton by the U.S. Department of the Treasury. Contractors are required to follow all federal guidelines related to ARPA spenddown, eligible activities, and reporting as specified in the Uniform Guidance (2 CFR Part 200). Due to the time-limited nature of ARPA funding, consultants must demonstrate their capacity to complete all activities related to this project by June 30, 2026, and all final reporting activities by September 29, 2026.

Further guidance on ARPA regulations can be found in the ARPA Contract Addendum attached to this RFP.

2.0 PROJECT OBJECTIVES

2.1 Project information

This iteration of the Neighborhood Leadership Academy project is intended to reinvigorate connections between neighborhood residents and provide opportunities for education and engagement. Priorities of this project include:

- bring residents from various neighborhoods in Appleton together for engagement and discussion of strengths and challenges,
- increase the effectiveness and sustainability of these neighborhood organizations,
- provide deliverable informational resources that neighborhoods can use beyond the life of the Academy, including but not limited to:
 - resident engagement guides
 - project planning and grant management handbooks
 - organizational development strategy

Deliverables produced will serve as an educational resource for current and future neighborhood leaders. Resources produced should be available for neighborhood members in a digital format with a printable version available. Provide City staff with original documents in editable format in addition to PDF version (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.)

The main goals of this project are to provide neighborhood leaders with information and strategies to build engagement and community within their neighborhoods.

2.2 Scope of Services:

The Neighborhood Leadership Academy is expected to be a multi-session training opportunity for neighborhood leaders, with sessions covering a variety of topics related to neighborhood development. The selected consultant firm will be responsible for the planning and preparation of the Academy curriculum, outreach to neighborhood residents, facilitation and delivery of the Academy sessions, and creation of deliverable educational resources for future use.

Neighborhood Leadership Academy training sessions are expected to be held in person to give participants opportunities for discussion and collaboration, but some remote/hybrid options can be considered. Participation by neighborhood residents in all sessions should be encouraged but not required. Topics covered in the sessions should also be covered in deliverable resources to be shared throughout a neighborhood, to increase the reach of the program.

Due to the time-limited nature of ARPA funding, consultants must demonstrate their capacity to complete all activities related to this project by June 30, 2026, and all final reporting activities by September 29, 2026.

An example of potential project activities and topics to include in the scope of work is listed below. These topics are divided into general categories and represent areas that staff have identified as important aspects of neighborhood development, but are not representative of all potential topics to be covered during the Academy. These topics can be expanded upon or updated to encompass current research and best practices regarding neighborhood organization development, as the consultant sees fit:

- Project Management and Program Development:
 - Project planning and implementation
 - Grant application process, grant tracking, and financial management basics
 - Specifically reference CoA Neighborhood Grant program
- Life Cycle of a neighborhood org
 - Engaging new members
 - Sustaining continuous engagement and building momentum
 - Succession – who takes over neighborhood leader roles
 - Capacity building & organizational development
 - Managing conflict and change within a neighborhood
- Neighborhood Assets
 - Marketing & communications – promoting the neighborhood, organization, events, and neighborhood assets
 - Asset-based Community Development & Asset mapping
 - Gauge interest in and set up neighborhood walk-throughs with City staff, led by neighborhood members to show assets, discuss concerns, etc.
- Engagement and Community Connections
 - Identify and execute growth of neighborhood orgs and bring new neighborhoods into Neighborhood Program – Prior to workshop kickoff
 - Partnership and collaboration with local businesses/community organizations/advocacy groups
 - Working with local city and elected officials
 - Connecting with local schools
 - Schools as a resource/community center space
 - Examples from Appleton neighborhoods
 - Erb Park and Kaleidoscope
 - West Appleton Neighborhood – West High, Wilson Middle School

3.0 PREPARING AND SUBMITTING THE PROPOSAL

3.1 Proposal Content & Organization

A. Title Page

Proposal title, the name of the consultant, Unique Entity Identifier (<https://sam.gov/content/home>), address, telephone numbers, name of primary contact, date of submittal, and other relevant company information. Also include a list and contact information for any sub-consultants and the work they will perform.

B. Proposal Narrative

1. Provide a description of the proposed project and your familiarity with the City of Appleton

2. Describe your organization's experience in similar areas of expertise. Include a minimum of three examples for which your organization executed similar projects and client reference contact information.
 3. Description of organizational structure for the consulting team, along with their availability and experience to support the project.
 4. Provide your project approach, detailed work plan that addresses the scope of services and training sessions, and description of public participation events. Describe anticipated interaction with City Staff. Provide project timeline indicating phases/milestones of the project.
- C. Provide total cost of the proposed project approach on a separate page. Total project cost should include all expenses associated with the plan, including travel and incidental expenses. Provide the billing rate and anticipated hours for staff involved with the budget.

3.2 Selection Criteria:

Proposals will be evaluated and scored by the project evaluation team using the following criteria:

A. Project Approach & Scope:

1. Proposal Quality: Creativity and approach to accomplishing project goals.
2. Scope of work
3. Key project staff
4. Project Cost

B. Ability to Perform

1. Organizational capacity
2. Team experience & qualifications
3. Past projects

3.3 Selection Process:

The project selection process will include the following steps:

1. Project selection team will review proposals based on the selection criteria above and rank submittals.
2. The top consultants will interview and present their proposal to the project selection team. The team will select a consultant to advance in the selection process.
3. The selected consultant will work with the City to develop a final scope and project cost.
4. Contract will be brought before City Council for approval.

3.4 Submittal

Consultants may send completed proposal via email or delivery by hard copy on or before 4:00 PM, Friday, May 10, 2024, to:

Olivia Galyon
Community Development Specialist
City of Appleton
100 N. Appleton Street

Appleton, WI 54911-4799
olivia.galyon@appleton.org

Submittals received after Friday, May 10, 2024, at 4:00 PM will not be accepted.

3.5 Liability

The City of Appleton is not liable for any cost incurred by proposers in replying to this request.

3.7 Contract Terms

The successful consultant will be required to sign a City of Appleton Consultant Services Contract and meet the insurance requirements attached to this RFP.

4.0 CALENDAR

The following is an estimated project timeline and can be amended as necessary. Consultants may submit their own project timelines with differing program dates, provided all project activities are completed by June 30, 2026.

4.1 Project timeline

<u>DATE</u>	<u>EVENT</u>
July 2024	Enter contract with consultant.
Summer& Fall 2024	Consultant carries out activity planning and prep, scheduling and program development, and recruitment and promotion of the project. Recruitment should include targeted outreach and engagement efforts to recruit neighborhood leaders and encourage new participants.
Winter 2024- 2025	Neighborhood Academy begins training sessions.
Spring/Summer 2025	Session continue, implementation/follow-up.
Fall 2025	Prep for second cohort.
Winter 2025-2026	Second cohort session begins.
Spring/Summer 2026	Wrap up programming by June 2026.
September 2026	Complete final reporting requirements.

4.2 RFP Calendar

Listed below are the estimated dates of actions related to this request. In the event the City of Appleton finds it necessary to change any of the specific dates, it will do so.

<u>DATE</u>	<u>EVENT</u>
April 12, 2024	Issue Request for Proposals
April 22, 2024	Question Period End Date – submit questions to main contact
April 26, 2024	Addendum for Question Period Released on City of Appleton website
May 10, 2024	RFPs due on or before 4:00 PM
May 2024	Internal review of RFPs
May 20-24, 2024	Interviews
June 19, 2024	City Council Approval of Contract
July 1, 2024	Enter contract for services with selected consultant; Project kickoff

June 2026

Prepare and submit final deliverables

5.0 EXHIBITS:

Neighborhood Program link on CoA website (<https://www.appleton.org/residents/neighborhood-program>)

Map of registered neighborhoods

Neighborhood Grant Program Infographic

ARPA Uniform Guidance Addendum

Insurance Requirements

Proposal to City of Appleton

Neighborhood Leadership Academy Programming, Engagement, and Delivery

Consultant information

Julie Filapek
Neighborhood Partners program of NeighborWorks Green Bay
39-1402851
437 S. Jackson St, Green Bay WI 54301
920.217.8744 julief@nwgreenbay.org

Sub-consultant information

Andrew Dane (curriculum and toolkit development)
Neighborhood Planners LLC
83-1307464 (EIN)
516 E. Pacific Street, Appleton
920.585.3593 andrew@neighborhoodplanners.org

Michael Gerwe (design)
mGerwe
823 E. Alton St., Appleton
920.268.2003 michael@mgerwe.com

Catherine Neiswender (co-facilitation)
133 E. Parkway Blvd., Appleton
920.410.9650
Catherine.neiswender@wisc.edu

B. Proposal Narrative Info.

1. Project Description and Familiarity with City of Appleton

NeighborWorks Green Bay and Neighborhood Planners (Project Team) will partner to develop and facilitate an innovative Neighborhood Leadership Academy program for neighborhood leaders. Participants will have the opportunity to learn from each other, the course instructors, and guest speakers. Small neighborhood cohorts will work together throughout the training period to identify neighborhood issues, opportunities, and assets.

The proposed project will include the following components: program marketing and recruitment; hands-on training and peer to peer learning for neighborhood leaders (Neighborhood Academy); and a print and web-based neighborhood toolkit for use by Appleton's neighborhood organizations and their partners. The toolkit will include, at a minimum, a *Resident Engagement Guide*, *Project Planning and Grant Management Handbook*, and an *Organizational Frameworks Guide*.

Residents participating in the program can expect:

- Enhanced networking for neighborhood leaders that face similar challenges
- Hands-on, focused problem-solving with a group of supportive peers.
- A personalized action plan to help move their neighborhood forward
- An understanding and ability to use the ABCD framework in their own neighborhoods
- The opportunity to network and engage with business leaders, City officials, and elected officials

The Neighborhood Academy will include the following proposed consultation, modules and training topics, to be finalized following a needs assessment with existing City of Appleton neighborhood organizations:

PRE-TRAINING: Consultation and Neighborhood Organization Self-Assessment

Consultants will meet with each neighborhood organization represented in the incoming cohort to conduct a self-assessment for strengths, weaknesses, and opportunities (some of these, Cohort 1, will be conducted as part of curriculum development -- see Work Plan Task 5). With this assessment, consultants will help each neighborhood organization come to the Academy with organizational development priorities in place. Save extraordinary circumstances, no neighborhood organization will have capacity to implement all of the strategies presented during the four-month period of the Academy; organizational development plans will focus productive work on 2-3 elements of greatest immediate importance. Each represented neighborhood will serve as 'content expert/example' for at least one curriculum topic, with the collective thought process of the cohort focused on supporting their development as we all learn together.

MODULE 1: Foundations of a Strong Neighborhood and Neighborhood Organization

This module, facilitated by Julie Filapek with guest speaker Andrew Dane (Visioning and Planning), will introduce the *Resident Engagement Guide* portion of the neighborhood toolkit and is designed to orient neighborhood leaders towards foundational concepts and ideas that create an abundance mindset towards a positive future for their neighborhoods. Topics will include:

Overview of Asset Based Community Development (ABCD). Participants will learn the principles and practices of ABCD using case studies from neighborhoods in northeast Wisconsin which have used the process. Participants will begin applying the ABCD methodology in their neighborhoods during the academy.

Visioning and Planning. Participants will be introduced to several visioning techniques that help neighborhood leaders develop their organization's work towards a shared vision and priorities.

MODULE 2: Activating Your Neighborhood through Identity, Action, and Communication

This module, facilitated by Julie Filapek with support from Catherine Neiswender and a guest speaker on design principles for print/digital communications, will introduce the *Project Planning and Grants Management Handbook* of the toolkit. This module will energize neighborhood leaders about the uniqueness of their neighborhood and the impact their organization can have as a neighborhood convener and activator.

Building Neighborhood Identity. Overview of strategies neighborhood groups employ to create a sense of place and affiliation with one's neighborhood. Case studies will showcase neighborhood signage techniques, landscaping techniques, logo/branding, and how to use effective programs and events to strengthen your neighborhood's identity.

Project and Event Planning and Implementation. In the context of specific projects/events each neighborhood organization seeks to pursue, we will walk through a process that sets meaningful, achievable objectives and maximizes neighbor engagement.

Communication Strategies. Overview of strategies available to neighborhood organizations to communicate to and with neighbors for maximum engagement. Guest speaker for this topic to support neighbor learning around simple design and communication principles useful in newsletter, flyer, social media, branding and other elements of neighborhood communications.

MODULE 3: Organizational Effectiveness

This module, facilitated by Julie Filapek with support from Catherine Neiswender and a possible guest speaker on conflict management, will introduce the *Organizational Frameworks Guide* portion of the neighborhood toolkit.

Bylaws and Organization Structure. Participants will understand and consider the implications of various formal and informal methods of convening neighbors and conducting decision-making. Participants will draft bylaws that address geographic boundaries, purposes, membership and leadership, decision-making, and meetings.

Leadership Styles, Group Dynamics and Conflict Management. Participants will consider the temperaments and skills that contribute to an effective team and how to manage group dynamics for effective collaboration and personal fulfillment. Session will include practical strategies for running effective meetings, how to identify and address healthy conflict as it emerges and manage unproductive group members and dynamics, and how to foster leadership succession. This topic will include involvement of a guest speaker to work with neighbors on issues related to conflict management. Guest speakers under consideration from UW-Extension and local mediation services.

Financial Management and Organizational Accountability. Participants will learn the process of incorporation, maintaining good standing, and opening an account with a financial institution, and will be provided with tools and training in how to manage and report on finances.

MODULE 4: Amplifying Your Impact: Partnership and Resource Development

This module will be facilitated by Julie Filapek with support from Appleton Community Development Department staff and with guest speakers from other relevant city departments (e.g., police, parks)

Partnership Development. Participants will explore partnership opportunities from both within and beyond their neighborhoods -- with potential for increasing impact on their priorities, and learn partnership and organizational collaboration tools and best practices.

City of Appleton Department Relationships. Panel of City of Appleton Department representatives from Planning, Parks & Rec, Public Works, and/or Police or other departments (will collaborate with City to determine best fits) to discuss opportunities and processes for working together towards shared City and neighborhood goals.

Resource Development. Participants will learn how to secure funding through resident contributions, business solicitations, earned revenue, and grant opportunities including the City's neighborhood grant program.

POST-TRAINING: Consultation Opportunity

Cohort member organizations will be offered a follow-up consultation to be conducted within three months of Academy completion to further review, discuss and develop strategies and materials related to Academy learning.

TOOLKIT

Consultants will develop, in tandem with Academy curriculum, several handbooks with information and tools to support neighborhood organizations' development and success through their life cycle: *Resident Engagement Guide*, *Project Planning and Grants Management Handbook*, and *Organizational Frameworks Guide*. These will include key concepts and tools covered in the Neighborhood Leadership Academy curriculum, designed to be useful both to those who have and have not participated in the Academy.

Team Connections and Investment in the City of Appleton

Both members of our team are residents of Appleton, familiar with the City's history, culture, community resources landscape, and municipal government including its neighborhoods program.

Julie is a native of Appleton and first developed the Neighborhood Partners program working with the Historic Central Neighborhood beginning in 2009, helping neighbors identify their assets and determine their vision and priorities, and on that basis has supported many neighborhood improvement projects including the development of the St. Therese Community Garden and other beautification/food growing projects, public art installations and events, intergenerational connections in support of the neighborhood's young people, Wisconsin Avenue business promotion, and a plethora of social connection activities. Since 2019, Neighborhood Partners has also been supporting the development of the West Appleton Neighborhood where Julie now lives and is a member of the neighborhood core team.

Andrew is an Appleton resident and led the establishment of the Lawrence-City Park Neighborhood, whose members have organized and hosted dozens of successful events including Imagine City Park, block parties, and picnics. Andrew has applied for and received funding on behalf of the neighborhood to conduct a resident survey and host two block parties. He and his neighbors have also successfully secured private donations to support neighborhood events and have advocated for issues including a Quiet Zone and improved walking and bicycling conditions on Lawe Street. Andrew has served on the City Plan Commission and multiple non-profit Boards of Directors in the community.

Julie taught a previous iteration of the City's Neighborhood Academy program, which Andrew also participated in. Both members of the team understand the City of Appleton's governmental structure and community outreach programs, and have experience supporting applications and managing grants through the City's neighborhood grant program. Julie and Andrew share a passion for neighborhood development, understanding that the health and well-being of the City of Appleton will be strengthened as residents co-create quality of life where they live and are partners with the City in navigating challenges and opportunities today and in the future.

Catherine Neiswender is a resident of the Erb Park Neighborhood and previously of the Historic Central Neighborhood where she was actively involved in the Historic Central Neighborhood Voice organization in its early years.

2. Organizational Experience

Julie Filapek (Neighborhood Partners, est. 2009, a program of NeighborWorks Green Bay since 2021) has worked in neighborhood development since 1999 and holds a master's degree in Urban & Environmental Policy & Planning. 2001-2007 she staffed a Minneapolis neighborhood organization, leading efforts to strengthen the neighborhood's identity with the leadership of neighborhood artists, shepherd thoughtful, productive community voice through a period of rapid development and gentrification, and manage active relationships with municipal, peer organization, and supporting business, nonprofit, and funding partners. Neighborhood Partners

early development was with Appleton's Historic Central Neighborhood, and has since expanded to serve neighborhoods in Appleton, Menasha and Green Bay, and the rural communities of Waupaca and Denmark. Neighborhood Partners employs an asset-based community development methodology in support of the attached social capital theory of change. Julie is a peer practitioner with the ABCD Institute at DePaul University, center of the worldwide asset based community development movement, with several publications sharing the story of Neighborhood Partners' work in Appleton and Menasha.

Julie previously led a neighborhood leadership academy for the City of Appleton, and from 2017-2020 collaborated with UW-Extension Community Development, Oshkosh Healthy Neighborhoods, the City of Oshkosh, Stronger Together Fox Valley, and the East Central Wisconsin Regional Planning Commission to develop a regional learning network around both foundational and special topic trainings, covering many of the those proposed herein. Julie regularly provides training for Green Bay's neighborhood associations, most recently in asset mapping, event planning, and grant writing and has several years' prior experience as a college-level instructor.

Client references:

Elizabeth Williams
Planning Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
224.296.4489

ewilliams@cityofevanston.org
(formerly: City of Oshkosh
Planning Services Division)

Catherine Neiswender
Assistant Dean
UW-Madison Division of Extension
UW-Oshkosh Fox Cities Campus, 1478 Midway Rd.
Menasha, WI 54952
920.410.9650
catherine.neiswender@wisc.edu

Andrew Dane (Neighborhood Planners) has over twenty-five years' experience in community development, including extensive experience designing and leading educational programs as a Peace Corps Volunteer, Peace Corps Technical Trainer, and UW-Extension Community Development Educator. Over a ten-year period, Andrew designed and successfully marketed educational programs focused on value-added agriculture, energy efficiency and renewable energy, land use and economic development. He has extensive experience working with diverse audiences including in Central and South America and in South Tucson, Arizona, and speaks fluent Spanish.

More recently, over a five-year period ending December 31, 2023, Andrew provided community development expertise for the City of Waupaca. Over that period, he brought together a group of downtown business owners, the Chamber, and city officials to establish the Downtown Waupaca Partnership (DWP). The DWP raised over \$75,000 to execute a series of placemaking interventions coinciding with the reconstruction of Main Street. Andrew also designed, marketed, and managed a \$1M downtown incentive program for the City over a two-year

period, resulting in over \$3.5M in total new investment for Waupaca's downtown small businesses.

Client Reference:

City of Waupaca
Aaron Jenson
City Administrator
111 S. Main Street
Waupaca, WI 54981
715-412-1300
ajenson@cityofwaupaca.org

Michael Gerwe (mGerwe) will serve as the branding and design lead. For more than 25 years, Michael has created and developed brands and design systems for companies in a wide range of sectors, from health care and hospitality to retail, high tech and more. He has worked with local municipalities and not-for-profit organizations has been a special focus. Brands he's developed have helped local organizations find the audience they're looking for, and the mapping and wayfinding systems he's developed have helped visitors navigate the subways of New York, discover Boston's best attractions, and plan seasonal recreational in the Midwest. He's even wrapped a major symphony hall in eye-popping outdoor graphics.

Client Reference:

Doug Davidson, Principal
Alacrity Creative
3509 Bryan Street, Suite 100
Dallas, TX 75204
214.336.7235
doug@alacritycreative.com

Catherine Neiswender will serve as co-facilitator for two of the four proposed course modules. Catherine spent many years as a UW-Extension educator, facilitating community and local community and local government conversations and planning process in northeastern Wisconsin. She worked with Julie and others to develop and facilitate the Neighborhood Partners Network curriculum from 2017-2019. Catherine currently serves as Assistant Dean of UW-Madison Division of Extension.

3. Organizational Structure

Julie Filapek (NeighborWorks Green Bay/Neighborhood Partners) will serve as Project Manager and Facilitator for the Project Team. Andrew Dane (Neighborhood Planners) will serve as content developer for marketing, curriculum, and toolkits, and will co-facilitate one of the four

modules. Catherine Neiswender will co-facilitate two of the four modules. Michael Gerwe (Mgerwe) will provide graphic design services for the project including all aspects of visual communication from logo development to print, web, and social media assets. Anticipated graphic design services include a Resident Engagement Guide, Project Planning and Grant Management Handbook, and an Organizational Frameworks Guide. In addition, Michael will prepare all Neighborhood Academy and social media graphics and will participate as a guest speaker on basic design principles and tools for neighborhood communications.

4. Project Approach and Detailed Work Plan

Neighborhood Leadership Academy Curriculum and Consulting

The City of Appleton Neighborhood Leadership Academy will be grounded in the principles of Asset Based Community Development (ABCD). The ABCD approach is a productive methodology for building effective neighborhood organizations because it leverages the talents, strengths, and passion of existing residents, organizations, and institutions to address self-identified community needs.

The Neighborhood Academy experience is structured to provide flexibility for groups of neighborhood leaders to meet and identify their own goals, priorities, and action plans. It is based on the concept of peer learning, where residents learn from each other throughout the training, building social capital while tackling real-world issues and opportunities in their respective neighborhoods. The Academy will model and encourage a spirit of experimentation and continuous improvement to foster neighborhood organizations that are dynamic and forward-thinking.

Opportunities for individualized neighborhood consulting before, during, and after the Academy will bolster the movement of learning to action. Once committed to Academy participation, each neighborhood will work with a consultant to develop an organizational development plan; during the Academy, neighborhoods will focus on sharing their prioritized issues and work projects with the Cohort as exemplars for collective thought; post-Academy, neighborhoods will work with consultant to finalize those work products and determine next organizational development steps. Post-Academy consulting work will be offered pro-bono.

Outreach and Recruitment

Outreach and recruitment will be undertaken through both broad-based and targeted strategies:

- Existing neighborhood organizations. Consultants will reach out to existing neighborhood organization leaders in a needs assessment to inform curriculum development. As needed, consultants will support these leaders in identifying and

recruiting other residents to join them as a learning-based entry point to getting involved with their organization.

- Targeted awareness-building in areas of the City where there is currently no existing neighborhood organization. Consultants will work with neighborhood-based people, organizations and locations such as neighborhood elementary schools, parks, local businesses, crime watch groups, and neighbors known to consultants/City staff and alderpersons to identify at least two people interested in forming a neighborhood organization where they live and participating in the Academy towards that end.
- Broad public awareness through social media and traditional media stories.

The City's RFP speaks to a desire for new neighborhood development within the City of Appleton. New neighborhood formation is a challenging objective because it requires a condition largely out of the consultants' control: presence of a core team of neighbors motivated enough to be willing to take on this responsibility. It is our intention to recruit for the Academy with a "come to learn and consider forming a neighborhood organization in your area" message where there is no existing neighborhood organization, rather than pushing participating neighbors to make a definite commitment to follow through. Our goal will be to involve residents from up to five areas of the City not yet covered by an existing neighborhood organization over the course of the contract period, and to support those residents towards what we hope will be new neighborhood organization formation. Consultants recommend marketing and recruitment focus in particular (though not exclusively) on areas of the City with evidence of disinvestment and concentration of low- to moderate-income households.

Work Plan

The work plan is organized into two phases, which coincide with the two-year timeline for the proposed project.

NWGB: NeighborWorks Green Bay
NP: Neighborhood Planners
CN: Catherine Neiswender
MG: Michael Gerwe

Phase One (July 2024-June 2025)

Task	Lead	Timeline
Task 1 Project kick off with City staff to finalize schedule and discuss stakeholder engagement plan.	NWGB, NP	July 2024
Task 2a Create marketing materials	NP	July - December 2024

<p>Task 2b</p> <p>Promote Academy to potential participants. Our team will utilize a mix of outreach methods, primarily through direct outreach to neighborhood residents in areas of the City without a recognized neighborhood group, with particular (but not exclusive) focus on areas with evidence of disinvestment and concentration of low- to moderate-income households. Goal of securing participation of residents from 2-3 unrecognized areas of the City.</p>	<p>NWGB</p>	<p>July-December 2024</p>
<p>Task 5</p> <p>Conduct a needs assessment with existing neighborhood leaders to inform the design of the educational program and neighborhood toolkit.</p>	<p>NWGB</p>	<p>July-August 2024</p>
<p>Task 6</p> <p>Mini-strategic planning with committed cohort members to identify their priority learning/development objectives, and which sessions their neighborhoods will be content focus.</p>	<p>NWGB</p>	<p>October-November 2024</p>
<p>Task 7</p> <p>Prepare a draft curriculum and toolkit based on feedback from key stakeholders including City staff</p>	<p>NP w/MG, NWGB</p>	<p>October 2024</p>
<p>Task 8</p> <p>Organize and facilitate a fall neighborhoods showcase to highlight existing neighborhood accomplishments, connect leaders, and raise awareness of Academy</p>	<p>NWGB</p>	<p>October 2024</p>
<p>Task 9</p> <p>Finalize Academy course materials</p>	<p>NP</p>	<p>December 2024</p>
<p>Task 10</p> <p>Learning Cohort #1 brought together in four 2.5-hour modules.</p>	<p>NWGB w/CN</p>	<p>January-April 2025</p>

<p>Task 11</p> <p>Conduct program evaluation with participants and meet with City to discuss results of Phase 1 and identify potential improvements for Phase 2.</p>	<p>NWGB w/NP</p>	<p>May-June 2025</p>
<p>Task 12</p> <p>Follow up consultation offered to Cohort #1 neighborhoods on the development of materials, policies, practices or other work products related to their learning.</p>	<p>NWGB</p>	<p>May-July 2025</p>
<p>Task 13</p> <p>Revise curriculum and finalize and distribute Toolkit to Cohort #1.</p>	<p>NP w/MG</p>	<p>July-August 2025</p>

Phase Two: July 2025-September 2026

<p>Task 14</p> <p>Market Neighborhood Leadership Academy to potential participants and recruit Cohort #2, refining recruitment strategies. Goal of securing participation of residents from 2-3 unrecognized areas of the City.</p>	<p>NWGB</p>	<p>June-November 2025</p>
<p>Task 15</p> <p>Organize and facilitate a fall neighborhoods showcase to highlight Cohort #1 applied learning success stories, connect leaders, and raise awareness of Academy</p>	<p>NWGB</p>	<p>October 2025</p>
<p>Task 16</p> <p>Mini-strategic planning with committed cohort members to identify their priority learning/development objectives, and which sessions their neighborhoods will be content focus.</p>	<p>NWGB</p>	<p>October-November 2025</p>
<p>Task 17</p> <p>Cohort #2 Neighborhood Leadership Academy and Toolkit distribution.</p>	<p>NWGB w/CN, NP</p>	<p>January - April 2026</p>
<p>Task 18</p>	<p>NWGB</p>	<p>May 2026</p>

NWGB/Neighborhood Partners
Neighborhood Planners

<p>Conduct program evaluation and meet with City staff to review and discuss overall results of program.</p>		
<p>Task 19</p> <p>Follow up consultation offered to Cohort # neighborhoods on the development of materials, policies, practices or other work products related to their learning.</p>	<p>NWGB</p>	<p>May-July 2026</p>
<p>Task 20</p> <p>Prepare and submit a final project report. Finalize Toolkit materials and submit all electronic files and program materials to City.</p>	<p>NWGB w/NP</p>	<p>July 2026</p>

C. Total Project Cost

The proposed budget is \$67,100 and is inclusive of all time, materials, travel, food, and miscellaneous costs. In addition, the partner consultant team intends to invest \$5,250 in pro bono service to the project, and to raise \$25,000 in private funding. Please see itemizations of all aspects below.

Fee breakdown by consultant (see itemization below):

- NeighborWorks Green Bay/Neighborhood Partners \$32,000
- Neighborhood Planners \$28,000
- Catherine Neiswender \$2,250
- Michael Gerwe \$5,000

CONSULTANT EXPENSES: \$67,250

Additional costs:

- Guest speaker stipends (Communications & Conflict Management topics): 4 hours development, 30-45 minute presentation (x 2 cohorts) = \$750 each for total \$1,500
- Printing and targeted recruitment mailings: \$2,000
- Academy curriculum materials: \$500
- Academy session meals: \$
- Fall gatherings materials: \$2,000

ADDITIONAL EXPENSES: \$9,000

TOTAL PROPOSAL TO CITY OF APPLETON: \$76,250

Phase 1 Partner Consultants Task Itemization

Task 1 Project kick off with City staff to finalize schedule and discuss stakeholder engagement plan	NWGB & NP	\$750 10 hours @ \$75/HR
Task 2a Create marketing materials.	NP w/MG	\$2,250 30 hours @ \$75/HR \$5,000 design services
Task 2b Promote program to potential participants		\$5,250 70 hours @ \$75/HR

NWGB/Neighborhood Partners
Neighborhood Planners

Task 5 Conduct a needs assessment	NWGB	\$750 10 hours @ \$75/HR
Task 6 Mini-strategic planning with committed Cohort 1 participating neighborhoods.	NWGB	\$2,250 30 hours @ \$75/HR
Task 7 Prepare a draft curriculum and toolkit	NP w/NWGB & MG	\$15,000 150 hours @ \$75/HR
Task 8 Organize and facilitate a fall neighborhoods showcase to highlight existing neighborhood accomplishments, connect leaders, and raise awareness of Academy	NWGB w/NP	\$1,500 20 hours @ \$75/HR
Task 9 Finalize Academy course materials	NP w/NWGB & MG	\$3,000 40 hours @ \$75/HR
Task 10 Learning cohort #1 brought together in four 2.5-hour modules, including prep with participants sharing content.	NWGB w/CN, NP	\$6,000 80 hours @ \$75/HR
Task 11 Conduct program evaluation with participants and meet with City to discuss results of Phase 1 and identify potential improvements for Phase 2.	NWGB w/NP	\$2,250 30 hours @ \$75/HR
Task 12 Follow up consultation offered to Cohort #1 neighborhoods	NWGB	\$1,500 20 hours @ \$75/HR
Task 13 Revise curriculum and finalize toolkit. Distribute Toolkit to Cohort 1 participants.	NP w/NWGB & MG	\$2,250 30 hours @ \$75/HR
TOTAL PHASE 1 PARTNER CONSULTANTS		\$47,750

Phase 2 Partner Consultants Task Itemization

Task 14 Market Neighborhood Leadership Academy	NWGB	\$5,250 70 hours @ \$75/HR
Task 15 Organize and facilitate a fall neighborhoods showcase	NWGB w/NP	\$1,500 20 hours @ \$75/HR
Task 16 Mini-strategic planning	NWGB	\$2,250 30 hours @ \$75/HR
Task 17 Cohort #2 Neighborhood Leadership Academy, including prep with participants sharing content	NWGB w/CN, NP	\$4,500 60 hours @ \$75/HR
Task 18 Conduct program evaluation and meet with City staff to review and discuss overall results of program.	NWGB w/NP	\$2,250 30 hours @ \$75/HR
Task 19 Follow up consultation offered to Cohort #2 neighborhoods	NWGB	\$1,500 20 hours @ \$75/HR
Task 20 Prepare and submit a final project report. Finalize toolkit materials and submit all electronic files and program materials to City.	NWGB w/NP	\$2,250 30 hours @ \$75/HR
TOTAL PHASE 2 PARTNER CONSULTANTS		\$19,500



CITY OF APPLETON

MEMORANDUM

Date: July 10, 2024
To: Community Development Committee
From: Lily Paul, Economic Development Specialist
Subject: Amendment to Offer to Purchase – F Street, Southpoint Commerce Park

GENERAL INFORMATION

Owner: F Street Manager 3, LLC

Applicant: Josh Lurie, F Street

Address/Parcel Number: Parcel ID #31-9-5712-00 – see location map

Petitioner's Request: Applicant is requesting to extend the inspection date and modify the purchase price.

Community Development Committee Meeting Date: July 10, 2024

Common Council Meeting Date: July 17, 2024

PROJECT DETAILS

Project Summary: In June of 2023, the City of Appleton received an offer to purchase from F Street for Parcel ID #31-9-5712-00, comprised of approximately 14.23 acres. The offer was for a one-year contract at a purchase price of \$41,000 per acre. A commission of 8% would be paid to the procuring broker. The applicant is looking for an extension of their contract to secure lease and materials to develop the property. To adjust for the extension, the applicant is modifying the purchase price of \$41,000 per acre to \$43,000 per acre. All other provisions of the offer shall remain the same.

RECOMMENDATION

The City of Appleton **APPROVE** the First Amendment to the Offer to Purchase for ~14.23 acres of Parcel ID #31-9-5712-00 from F Street Manager 3, LLC.

**FIRST AMENDMENT TO
VACANT LAND OFFER TO PURCHASE**

THIS FIRST AMENDMENT TO VACANT LAND OFFER TO PURCHASE ("Amendment") is made and entered into as of June _____, 2024, by and between F STREET MANAGER 3, LLC, a Wisconsin limited liability company ("Purchaser"), and the City of Appleton ("Seller").

RECITALS

- A. Seller and Purchaser entered into that certain Vacant Land Offer to Purchase dated June 21st, 2023 (as may be amended, collectively, the "Offer") for the purchase and sale of the land in the City of Appleton described in the Addendum to the Offer, the improvements thereon, and other property, interests, and rights as further described in the Offer (collectively, the "Property").
- B. Seller and Purchaser desire to amend the Offer as set forth herein and modify the Purchase Price and extend the Inspection Date.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Amendments. The Offer shall be amended as follows:
 - a. Purchase Price: The purchase price per acre, as set forth in the Addendum to the Offer shall increase from \$41,000.00 to \$43,000 per acre.
 - b. Inspection Period. The Inspection Period shall be extended from June 20th, 2024 to June 20th, 2025.
- 2. Miscellaneous.
 - a. Except as expressly amended herein, all other provisions of the Offer shall remain unchanged and in full force and effect as if set forth herein. In the event of any inconsistency between the terms of the Offer and the terms of this Amendment, the terms of this Amendment shall control.
 - b. This Amendment may be executed via facsimile or email and in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
 - c. The Recitals are incorporated herein by reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the meaning proscribed to them in the Offer.

- d. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Amendment and the Offer shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Amendment or Offer; and the remaining provisions of this Amendment and the Offer shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Amendment or the Offer.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Purchase and Sale Agreement to be duly executed as of the date set forth above.

PURCHASER:

F STREET MANAGER 3, LLC

By: _____
Scott Lurie, Manager

SELLER:

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 20, 2023 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, F Street Manager 3, LLC

4 offers to purchase the Property known as See Addendum

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of Appleton,

8 County of Outagamie Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____

10 _____ Dollars (\$ _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: n/a

13 _____

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

15 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

16 lines 12-13) and the following: n/a

17 _____

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

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

24 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.**

25 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

26 on or before July 28, 2023

27 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

28 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

29 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
30 copies of the Offer.

31 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

32 **CLOSING** This transaction is to be closed on _____

33 _____

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

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

37 **EARNEST MONEY**

38 **EARNEST MONEY** of \$ _____ accompanies this Offer.

39 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

40 **EARNEST MONEY** of \$ 12,500.00 will be mailed, or commercially, electronically

41 or personally delivered within 7 days ("5" if left blank) after acceptance.

42 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

43 _____) **STRIKE THOSE NOT APPLICABLE**

44 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

46 **EARNEST MONEY** THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

47 _____

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

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

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

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

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

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

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

101 "Conditions Affecting the Property or Transaction" are defined to include:

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____

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

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

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

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

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

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]** :

277 electricity _____ ; gas _____ ; sewer _____ ;
278 water _____ ; telephone _____ ; cable _____ ;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____

294 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)

326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____
408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

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

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

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

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

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

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

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

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

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

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

478 _____

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 180 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 30 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: _____

671 Name of Buyer's recipient for delivery, if any: _____

672 (2) Fax: fax transmission of the document or written notice to the following number: _____

673 Seller: (_____) Buyer: (_____)

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

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

679 Address for Seller: _____

680 Address for Buyer: F Street Development, 1134 N. 9th St., Suite 200, Milwaukee, WI 53233

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

682 Email Address for Seller: _____

683 Email Address for Buyer: scott@fstreet.com, josh@fstreet.com

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

686 **ADDENDA**: The attached _____ Addendum _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] _____ Attorney Josh Lurie, F Street Development

688 _____

689 (x) _____ June 20, 2023
690 Buyer's Signature ▲ Print Name Here ▶ F Street Manager 3, LLC Date ▲
Josh Lurie, GC

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) _____
698 Seller's Signature ▲ Print Name Here ▶ Jacob A. Woodford, Mayor Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM
TO
VACANT LAND OFFER TO PURCHASE
(THE "OFFER")**

1. Description of Vacant Land. Buyer shall purchase from Seller a portion of the vacant land described as Lots 26, 27, 28 and 29 and lot 9-5712, which is known as the Southport Commerce Park Plat No. 3 (the "Property"), all of which is shown on the attached *Exhibit A*, but shall be memorialized and confirmed by a CSM that will be recorded at Closing.
2. Purchase Price of Vacant Land. Buyer shall purchase from Seller the Property described in Section 1 above at a cost of \$41,000 per acre. The total acreage purchased, as described in Section 1, shall be confirmed by a CSM and/or ALTA survey. Once the amount of acreage is confirmed, this amount will be multiplied by \$41,000 to compute the exact Purchase Price. If the Exhibit A acreage is accurate for the Property (as described in Section 1 of the Addendum), then total acreage is 14 acres, and the purchase price shall be \$574,000.00.
3. Refundable Earnest Money. Upon the mutual execution of this Offer, Buyer will have seven (7) days to deposit refundable earnest money in the amount of \$12,500.00 (the "Earnest Money") with Knight Barry Title Insurance Company, Attn: Michele Schmid.
4. Inspection Period. Buyer shall have three hundred sixty-five (365) days from the mutual execution of this Offer (the "Inspection Period") to cause one or more agents, employees, surveyors, attorneys, engineers, auditors, architects, environmental consultants and other experts at Buyer's choice to inspect any documents related to the Property, including without limitation, site plans, building permits, leases and other agreements, and to inspect, examine, perform or obtain engineering inspections, and/or reports, environmental inspections, tests (including testing and sampling, if recommended by Buyer's environmental consultant), and/or reports, appraisals, or any other investigations or studies which Buyer deems necessary or appropriate, in Buyer's sole and absolute discretion, in order to determine the condition, value and economic feasibility of the Property.
5. Seller Documents. Seller shall deliver to Buyer, true, accurate and complete copies of the following to the extent within the possession or reasonable control of Seller, within ten (10) days of the mutual execution of this Offer: copies of all leases, copies of all permits, complete document set of all architectural and/or other renderings, accounting of all Property related soft costs, all real estate and personal property tax bills for the last two (2) years, copies of any surveys, environmental reports, roof reports, and assessments, soil tests, engineering reports or inspections, and appraisals, a list of all personal property owned by Seller and located at or used in connection with the Property (the "Personal Property"). In the event Buyer is unsatisfied in Buyer's sole and absolute discretion, with the results of any such inspection, investigation or economic evaluation, Buyer may terminate this Offer in its entirety by delivering written notice to Seller prior to the expiration of the Inspection Period and the Earnest Money including all interest earned thereon, shall be immediately refunded to Buyer.

6. Brokerage Commission. The only broker involved in this transaction is CBRE, Inc. (Karl Wiedenman). All commissions shall be paid for by Seller in the amount of eight (8%) percent of the gross sales price received by the Seller.
7. Successors and Assigns. This Offer and all of the terms, covenants, and conditions hereof and the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall survive closing. In particular, Buyer shall be permitted to assign any and all of its rights hereunder.
8. Conflict. In the event of any conflict between the provisions of this Addendum and the attached preprinted form, the provisions of this Addendum shall control.
9. Closing. This transaction shall be closed no later than sixty (60) days after the Inspection Period is waived or satisfied by Buyer.
10. Property Condition. Because Buyer is being afforded the option of having the Property inspected, it is expected that Buyer will rely upon the expertise of Buyer's inspectors and the results of their investigation in determining whether to proceed to closing. AS SUCH, BUYER, BY PROCEEDING TO CLOSING, SHALL BE DEEMED TO HAVE PURCHASED THE PROPERTY IN 'AS IS' CONDITION.

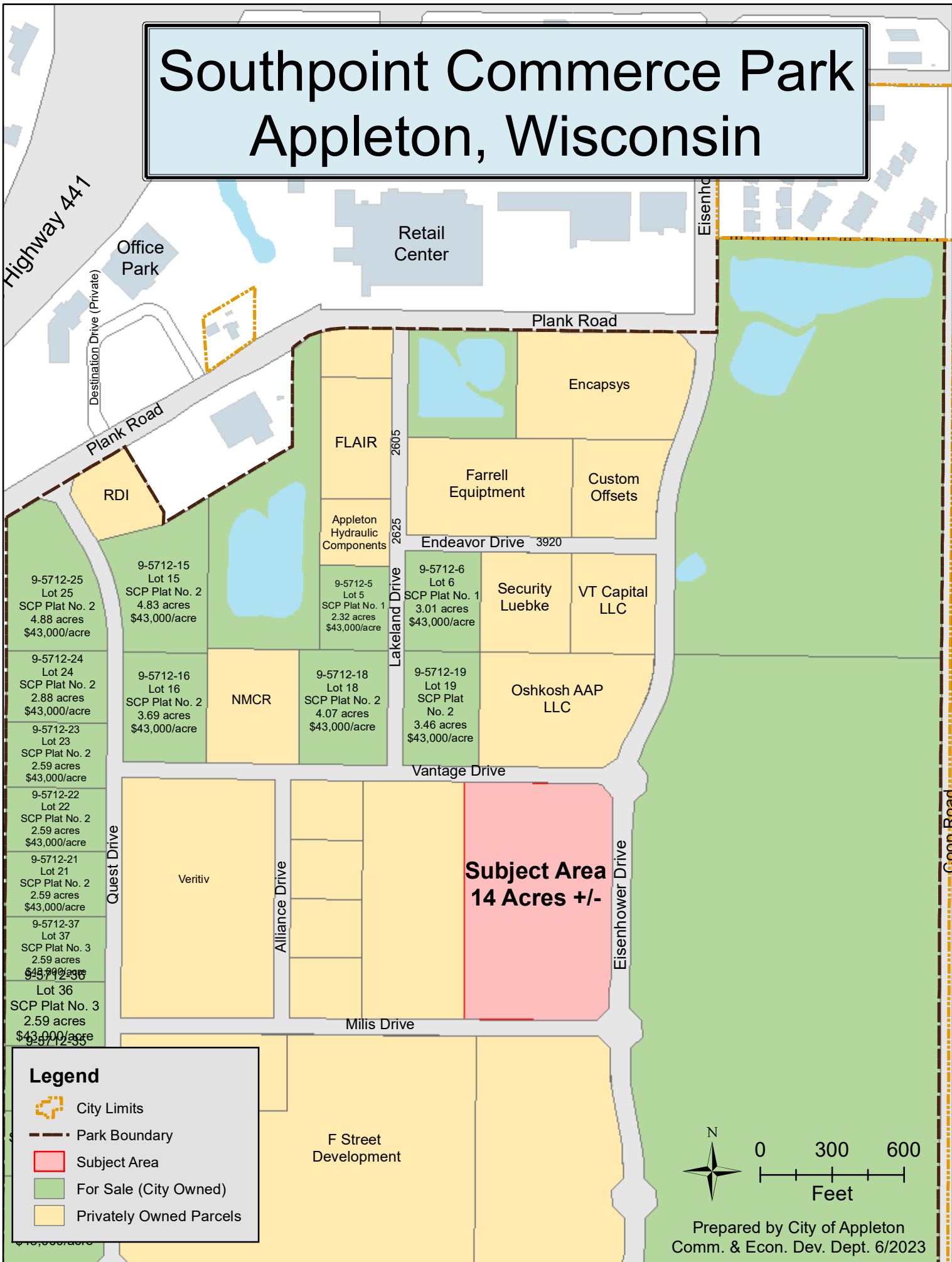
BUYER: F STREET MANAGER 3, LLC

By: 
Josh Lurie, General Counsel

SELLER: City of Appleton

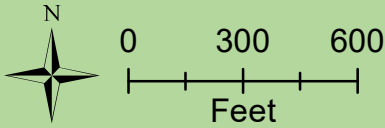
By: _____
Jacob A. Woodford, Mayor

Southpoint Commerce Park Appleton, Wisconsin



Legend

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





CITY OF APPLETON

MEMORANDUM

Date: July 10, 2024
To: Community Development Committee
From: Olivia Galyon, Community Development Specialist
Subject: 2024 Annual Action Plan (AAP) for Community Development Block Grant (CDBG) Program

The City of Appleton will receive \$590,504 from the U.S. Department of Housing and Urban Development (HUD) for the 2024 Community Development Block Grant (CDBG) program year. As an entitlement community, the City receives CDBG funding yearly from HUD and is required to submit an Annual Action Plan (AAP) yearly to detail how the City plans to spend the CDBG dollars during the program year. While the City does not have to formally apply for funding as an entitlement, this serves as an application for funds and notification of spending plans to HUD.

The City previously conducted the CDBG application process for both internal City projects and external non-profit led projects, and final allocations for the 2024 program year were approved by Common Council on June 19, 2024.

The AAP must be submitted to HUD following the release of the official federal allocations, with inclusion of the final dollar value of the CDBG awards and allocations the City plans to make. Additionally, the AAP requires an opportunity for public comment on the allocations and two public hearings to be held for opportunities for citizens to provide comments on the allocations. Any received public comments must be considered and included in the final AAP report to HUD, with a description of the comment and whether it was accepted or rejected.

The first public hearing concerning the 2024 CDBG program year allocations was held at the Community Development Committee meeting on January 24, 2024. No comments were received at this hearing. The AAP was published for public comment during a 33-day period from June 6 through July 8. No comments have been received regarding the AAP. The final public hearing prior to the submission of the AAP to HUD will be held at this Community Development Committee meeting on July 10, 2024. These hearings and comment periods satisfy the requirements by HUD to include opportunities for public participation and comment during the plan development.

At the time of publication of this memo, no public comments have been received on the AAP. Submission of the AAP is part of the process for HUD to sign official program year contracts and release funding for the program year. This informational item is included to let you know the City has completed the AAP, adhered to public comment and hearing requirements, and plans to submit the final AAP to HUD for approval.

City of Appleton 2024 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The primary goal of the City of Appleton's CDBG program is to "create a thriving urban community through the provision of assistance to low- and moderate-income households in the forms of basic shelter, affordable housing opportunities, expanded economic opportunities, suitable living environments, and supportive services for residential, financial, and social stability." This Annual Action Plan summarizes the goals and strategies that the City of Appleton will follow to achieve the intended outcomes for the 2024 program year (April 1, 2024 - March 31, 2025).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The table located in Annual Goals and Objectives (AP-20) of this 2024 Annual Action Plan identifies the objectives and outcomes anticipated by the City of Appleton and its subrecipients for the 2024 program year.

A summary of the goals and expected outcomes table from the Strategic Plan section of the 2020-2024 Consolidated Plan is below for reference.

Table 1 - 2020-2024 Strategic Plan

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the CDBG allocation process, the City of Appleton gives preference to projects that 1) are seeking one-time use of CDBG funding; 2) benefit City of Appleton residents in low- to moderate-income census

tracts; 3) add housing units to the City's tax base; 4) demonstrate complementary sources of funding; and 5) serve special needs populations. Housing availability and affordability have been major areas of concern for Appleton residents in recent years. This issue has lead City of Appleton to place a higher emphasis on acquisition and rehabilitation projects for low-to-moderate income homeowners, such as our zero interest Housing Rehab Loan Program, and homebuyer support and homeowner rehabilitation programs offered by various subrecipients, including the Appleton Housing Authority, Habitat for Humanity of the Greater Fox Cities, and Rebuilding Together Fox Valley. These programs have been very successful for retaining safe, affordable housing options in Appleton. Serving special needs populations is also a focus of the City, with emphasis on assistance for programs serving people experiencing homelessness.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Appleton's Citizen Participation Plan requires that a public hearing [to identify housing and community development needs] be held annually in conjunction with a regularly scheduled Community & Economic Development Committee meeting. The first public hearing for this program year was held on October 25, 2023. No comments were received. Notification of this public hearing was published in the City's local newspaper and posted on the City of Appleton's website. A second public hearing was held on November 1, 2023. No comments were received.

The City implements a mandatory, pre-application CDBG training for all interested community partners, which helps to gauge interest by community organizations. To be considered eligible for 2024 funding, organizations were required to complete and submit an online questionnaire that demonstrated understanding and knowledge of the content covered during the training. A total of 11 organizations participated in this training.

The City made the action plan available for public comment for 30 days starting on June, __ 2024 and remaining available until July __, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

While generating the 2020-2024 Consolidated Plan, the City advertised an internet-based survey (available in English, Hmong, and Spanish), hosted two public hearings to gather input from citizens about future uses of CDBG funds, and welcomed comments during two separate 30-day public comment periods. In addition, City staff conducted one-on-one interviews with representatives of various agencies in the community to identify highest priority needs of the Appleton population. Results of these efforts include:

- 358 responses to the internet-based surveys;
- 22 one-on-one interviews;
- 21 attendees engaged during the public hearings

During the scheduled public hearing, the community was presented with opportunities to express value and importance in funding affordable housing, public facility improvements, and public service projects for the 2024 program year. No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Appleton accepts all comments provided during the public engagement process. No comments were provided.

7. Summary

The City of Appleton's 2020-2024 Consolidated Plan was prepared as a guide for the expenditure of CDBG funds based on input from citizens and community agencies regarding the needs of the community and use of funds; an assessment of needs in the community related to housing and community development; and an analysis of the area's market.

The 2020-2024 Consolidated Plan provides a framework and a path for furthering affordable housing and community development efforts including increasing homeownership opportunities, preserving existing housing, revitalizing neighborhoods, expanding affordable rental options, furthering efforts to reach a functional zero for homelessness, supporting job training, expanding small business technical assistance, improving infrastructure in low to moderate income neighborhoods and renovating or expanding community and neighborhood facilities. The awarded subgrantees of the 2024 CDBG funds intend to administer activities that include affordable housing opportunities, public service programming for the area's at-risk populations and youth population, and public facility improvements for a homeless shelter facility.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	APPLETON	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Appleton’s Community Development Specialist is responsible for preparing and administering the Consolidated Plan, as well as administering the CDBG program in its entirety.

Consolidated Plan Public Contact Information

Olivia Galyon, Community Development Specialist
 City of Appleton
 100 N. Appleton St
 Appleton, WI 54911
 (920) 832-6469
olivia.galyon@AppletonWI.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The 2020-2024 Consolidated Plan development was achieved utilizing online surveys, conducting various interviews, and holding multiple public hearings. The City of Appleton consulted with several agencies, as well as sources from the private market, to obtain a thorough understanding of the community's needs.

On a scale of 1 to 5, with 1 being the least important and 5 being the most important, respondents ranked the importance of funding eligible activities as follows:

Housing

- 33 % ranked senior housing rehabilitation as most important (5)
- 36 % ranked homeowner accessibility improvements as most important (4)
- 75 % stated that the need for senior housing rehabilitation will need to increase over the next 5 years

Public Services

- 60 % indicated that funding homeless prevention programs was most important (5)
- 57 % indicated that funding domestic abuse programs was most important (5)
- 72 % stated that the need for homeless prevention services will need to increase over the next 5 years

Neighborhoods

- 47 % ranked neighborhood improvements as most important (5)
- 38 % ranked improvement of public spaces as most important (5)
- 68 % stated that the need for neighborhood improvements will need to increase over the next 5 years

Of the three general activity categories- Housing, Public Services and Community Development- most respondents ranked Housing as the highest priority need, followed by Public Services and Community Development. These rankings were affirmed by representatives during the 22 organization interviews.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Appleton enhances coordination between public and private service providers and agencies through a variety of activities. City staff are invested in several roles with numerous agencies in the community that address housing, health, mental health, and other services, including but not limited to at-large members, board members, consultants, and sponsors.

Housing

- Fox Cities Housing Coalition (member, at large)
- Wisconsin Balance of State Continuum of Care (member, at large)
- Appleton Housing Authority
- Greater Fox Cities Habitat for Humanity
- Rebuilding Together Fox Valley

Health & Mental Health

- Outagamie County Health & Human Services
- Calumet County Health & Human Services
- Winnebago County Health & Human Services
- ThedaCare
- Appleton Public Health
- Valley Packaging Inc.
- NEW Mental Health
- Ascend

Other Service Providers

- Pillars Adult Shelter
- Pillars Adult & Family Shelter
- Boys & Girls Club
- YMCA
- Goodwill Industries of Northeast Wisconsin
- Fox Valley Technical College
- Safe Families
- UW-Madison Extension (Rent Smart Program)
- Harbor House
- ADVOCAP
- Salvation Army of the Fox Cities
- Apricity, Inc.
- Appleton Area School District
- LEAVEN, Inc.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Appleton serves as the Lead Agency in the Wisconsin Balance of State Continuum of Care membership, as well as in the Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grant application processes. City of Appleton staff administer grant funding for several agencies under three CoC Rapid Re-Housing programs and an EHH grant.

Agencies funded through the CoC and EHH grants directly serve the homeless population and provide supportive service programming. City of Appleton staff work collaboratively together with these agencies- and all agencies in the Fox Cities Housing Coalition - to address the needs of the homeless population in the City of Appleton and surrounding community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As the Lead Agency for the Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funding, the City of Appleton collaborates and consults with partnering community organizations during the allocation of funds, the development of performance standards and evaluation of outcomes, and development of funding policies and procedures associated with the Homeless Management Information System (HMIS). Consultation is conducted during one-on-one meetings with community organizations, during Wisconsin Balance of State Continuum of Care meetings, and during Fox Cities Housing Coalition meetings.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Appleton Downtown Inc (ADI)
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Appleton staff met with ADI members during a regularly scheduled monthly meeting, inquiring about economic development strategies and initiatives that are currently in place or may be undertaken in the next five years.
2	Agency/Group/Organization	City of Appleton Health Department
	Agency/Group/Organization Type	Health Agency Other government - Local
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Appleton Public Health Officer was interviewed to determine action taken to evaluate and reduce the number of children affected by lead-based paint hazards, and the potential for additional efforts in the future.
3	Agency/Group/Organization	Pillars, Inc
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pillars' Executive Director, Crisis Director, Stable Housing Director, and Supportive Services Director were interviewed regarding affordable housing, preventative efforts, and homeless services and facilities in the community. Specifically, the interview focused on the increase of these programs in the next five years as the demand continues to increase.
4	Agency/Group/Organization	HARBOR HOUSE DOMESTIC ABUSE PROGRAMS, INC.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Domestic Abuse Strategies & Support
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director of Harbor House was interviewed regarding the need for facilities, services and truly affordable transitional housing, specifically for trafficking survivors and youth.
5	Agency/Group/Organization	Fox Cities Housing Coalition
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The FCHC Executive Committee was interviewed to discuss strengths and gaps in the institutional delivery system overall and strategies for overcoming the gaps to be able to address priority needs.
6	Agency/Group/Organization	Rebuilding Together Fox Valley
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director and Development & Outreach Manager were interviewed regarding the affordable housing needs and gaps in services, specifically for elderly and disabled populations in the Fox Cities.
7	Agency/Group/Organization	Metropolitan Milwaukee Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Program Services Coordinator and Senior Administrator of the Inclusive Communities Program were informally interviewed via teleconference regarding fair housing barriers to housing in the Appleton community.
8	Agency/Group/Organization	LEAVEN, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director and Director of Client Services were interviewed to discuss quality, affordable housing and the need for increased public services.
9	Agency/Group/Organization	Project RUSH (Research to Understand & Solve Homelessness)
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Project RUSH Executive Team was interviewed to discuss characteristics of instability and homelessness in the community, as well as the increased need for public services, public facilities, affordable housing, and case management for these populations.
10	Agency/Group/Organization	Greater Fox Cities Area Habitat for Humanity
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director was interviewed regarding the affordability and availability of housing due to the changes to home values and rents in the Fox Cities area.

11	Agency/Group/Organization	Appleton Area School District
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children School
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Education & Foster Care Program Coordinator was interviewed to discuss the characteristics of school-attending homeless youth and the strengths and gaps in local collaborations.
12	Agency/Group/Organization	SALVATION ARMY OF THE FOX CITIES
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An interview was conducted with the Lead Case Manager, the Housing Retention Case Manager, the Life Skills Coordinator, and the Scattered Site Housing Case Manager regarding housing barriers to affordable housing, and the need for programming associated with mental health.
13	Agency/Group/Organization	BOYS & GIRLS CLUB OF THE FOX CITIES
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Children Services

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Runaway & Homeless Youth Services Assistant was interviewed to discuss the characteristics and needs of families with children who are precariously housed or at imminent risk of becoming homeless, as well as the hidden unaccompanied youth.
14	Agency/Group/Organization	Realtors Association of Northeast Wisconsin
	Agency/Group/Organization Type	Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ten members of the RANW/HBA during a regularly scheduled joint meeting to discuss housing, affordable housing needs, development, market strategies, and how the City of Appleton can coordinate more intricately with private developers.
15	Agency/Group/Organization	City of Appleton Community and Economic Development Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director, Deputy Director, and Economic Development Specialist were interviewed regarding major changes or initiatives [in the next five years] that may have an economic impact on job and business growth opportunities.
16	Agency/Group/Organization	City of Appleton Public Works Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director of Public Works and the Inspections Supervisor were interviewed jointly to discuss the need for public facilities, public improvements, and the characteristics of the housing stock in the City of Appleton.
17	Agency/Group/Organization	Apricity
	Agency/Group/Organization Type	Services: Substance Abuse Recovery
	What section of the Plan was addressed by Consultation?	Substance Abuse Recovery
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director, Residential Treatment President, and the President of Contract Packaging & Recovery Support were interviewed regarding the dynamic of their unique agency and programming, as well as the characteristics and barriers associated with individuals recovering from substance abuse.
18	Agency/Group/Organization	APPLETON HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director was interviewed to discuss public housing needs, current collaborations with partners, and how services offered play an integral role in the Fox Cities continuum of care.
19	Agency/Group/Organization	OUTAGAMIE COUNTY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Emergency Management

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Deputy Emergency Management Director was interviewed regarding local vulnerabilities, barriers, plans, partnerships, and connections associated with emergencies and natural disasters.
20	Agency/Group/Organization	NAMI Fox Valley
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Mental Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director was interviewed to discuss the characteristics of individuals suffering with mental health and addiction in the community, and the need for psychiatric/therapeutic accessibility and services.
21	Agency/Group/Organization	City of Appleton Emergency Management
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Emergency Management
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fire Department Battalion Chief, Emergency Management Coordinator, Police Captain, and Public Health Officer were interviewed as the Emergency Management Executive Committee to discuss the City of Appleton's plans and partnerships in the event of an emergency or natural disaster.
22	Agency/Group/Organization	TDS Telecom
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Economic Development Broadband Access

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Manager of Business Development was interviewed regarding accessibility and availability of competitive, affordable, and equal broadband internet access, and the strategies being considered or pursued to close the digital divide.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

City of Appleton staff made several attempts to conduct an interview with the local internet provider, AT&T, but due to scheduling conflicts, the AT&T representative declined comment.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Wisconsin BoSCoC	The Wisconsin Balance of State Continuum of Care, of which the Fox Cities Continuum of Care is a member and the City of Appleton is an active participant, issued a 10-year Plan draft in January 2014. The WIBOSCOC's goal to end all types of homelessness is supported by the City of Appleton through continued [financial] support to partnering agencies that provide housing and services to individuals and families that are at-risk of becoming homeless or experiencing homelessness.
A Hand and a Home: Foundations for Success	Wisconsin Interagency Council on Homelessness	The Wisconsin Interagency Council on Homelessness (ICH) was created by 2017 Act 74, and contains the secretaries or directors of eight state agencies and representatives from the four Continuum of Care organizations. The 2019-2022 Statewide Action Plan provides a roadmap for future funding initiatives, legislation, and collaboration efforts.
Comprehensive Plan	City of Appleton, Community & Economic Development Department	The Consolidated Plan will address several goals, objectives and action items of the City's Comprehensive Plan including the following: Support creation and rehabilitation of single family homes and affordable rental units; Support rehabilitation and accessibility modifications to allow the aging population to age in place

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
PHA Plan	Appleton Housing Authority	Providing funding to support the Appleton Housing Authority's First-Time Homebuyer Program, including down payment assistance and homeowner rehabilitation.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizens are encouraged to participate in formal public hearings and 30-day public comment periods, all of which occur prior to the adoption of every five-year Consolidated Plan. Further efforts to gain citizen participation are illustrated specifically in the 2020-2024 Consolidated Plan.

Annually citizens are encouraged to participate in formal public hearings, specific to CDBG funding, to assist in determining and prioritizing community needs. These public hearings are held during the initial stages of the application process. Additionally, action plans are made available for a 30-day public comment period prior to plan submittal, to allow for citizen input.

In recent years, the City has implemented a mandatory, pre-application CDBG training for all interested community partners, which provides opportunities for them to ask questions and give comments on potential programming.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community	On September 14, 2023, the City of Appleton announced details of a mandatory subrecipient training program, which served as a pre-requisite for application and funding in the 2024 program year. This information was communicated via email to various agencies and organizations throughout the community and was posted on the City's website.	RSVP's were encouraged but not required.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/broad community	On October 13, 2023, the City of Appleton posted an announcement and application detailing the initiation of the 2024 program year competitive CDBG application process. This information was made available via email directly to agencies and organizations that participated in the pre-application training.	8 agencies/ organizations submitted an application.	N/A	
3	Public Hearing	Non-targeted/broad community	On October 25, 2023, Community & Economic Development Committee met to discuss and vote on recommended CDBG funding goals for 2024.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Public Meeting	Non-targeted/broad community	On November 1, 2023, City Council met to discuss and vote on recommended CDBG funding goals for 2024.	No comments were received.	N/A	
5	Public Meeting	Non-targeted/broad community	On December 13, 2023, City of Appleton Common Council met to discuss and vote on CBDG public service allocations for the 2024 program year.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
6	Public Meeting	Non-targeted/broad community	On January 15, 2024, Appleton's CDBG Advisory Board met to discuss the CDBG applications received from non-profit community organizations and create funding recommendations for each application. This included a public hearing for discussion on CDBG priorities.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Non-targeted/broad community	On January 24, 2024, Community and Economic Development Committee met to discuss and vote on proposed CDBG funding for subgrantees for the 2024 program year. This meeting included a public hearing for discussion of CDBG priorities.	No comments were received.	N/A	
8	Public Meeting	Non-targeted/broad community	On February 2, 2024, City Council met to discuss and vote on proposed CDBG funding subgrantees for the 2024 program year. This meeting included a public hearing for discussion of CDBG priorities.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
9	Public Meeting	Non-targeted/broad community	On June 12, 2024, Community & Economic Development Committee held a public meeting to discuss and vote on final CDBG allocations for the 2024 program year. This meeting included a public hearing for discussion of CDBG priorities.	No comments were received.	N/A	
10	Public Meeting	Non-targeted/broad community	On June 19, 2024, City Council met to discuss and vote on final CDBG allocations for the 2024 program year.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
11	Newspaper Ad	Non-targeted/broad community	On June 6, 2024, Appleton posted the CDBG 2024PY Annual Action Plan for public comment, with a 30-day comment period ranging from June 6, 2024 to July 8, 2024. Notice of publication was run in the Post Crescent, Appleton's local newspaper, on June 6, 2024.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	590,504	168,442	414,742	1,173,688	1,173,688	Program income is generated specifically from the City of Appleton's Homeowner Rehabilitation Loan Program.
Other	public - federal	Other	44,491	0	0	44,491	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Appleton will leverage all dollars received through the CDBG program by funding activities that, overall, are only a portion of the valuable services that the awarded agencies provide to low- and moderate-income households throughout the City of Appleton.

There are no matching requirements associated with CDBG funding; however, higher consideration was given to applications that could demonstrate additional sources of funding to leverage projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Appleton does not anticipate any qualified, participating agency to use any publicly owned land or property while addressing the needs identified throughout this plan.

Discussion

Community Development Block Grant (CDBG) funding was awarded to programs that will perform the following activities during the 2024 program year: homebuyer assistance programs, homeowner rehabilitation programs, public service programs, public facility improvement programs, neighborhood improvement projects, fair housing initiatives, and CDBG administration costs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve & maintain housing stock	2020	2024	Affordable Housing Non-Homeless Special Needs		Affordable Housing- Rehab of Existing Units	CDBG: \$801,478	Homeowner Housing Rehabilitated: 38 Household Housing Unit Direct Financial Assistance to Homebuyers: 6 Households Assisted
2	Administration	2020	2024	Administration			CDBG: \$100,000	
3	Economic Development	2020	2021	Non-Housing Community Development		Economic Development	CDBG: \$19,259	Other: 70 Other
4	Public services	2020	2024	Homeless Non-Homeless Special Needs		Public Services	CDBG: \$86,550	Public service activities for Low/Moderate Income Housing Benefit: 500 Households Assisted
5	Public facilities improvement	2020	2024	Non-Housing Community Development		Public Facilities	CDBG: \$56,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 550 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Neighborhood Revitalization	2020	2024	Non-Housing Community Development		Neighborhood Revitalization	CDBG: \$40,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve & maintain housing stock
	Goal Description	<p>This strategic goal will be accomplished through the City of Appleton Homeowner Rehabilitation Loan Program, the Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley, where current housing stock (homeowner) will be rehabilitated and improved for LMI households.</p> <p>Additionally, Appleton's Housing Authority supports LMI homebuyers through its Homeowner Loan Program. They also support rehabilitation to units as needed prior to purchase.</p>
2	Goal Name	Administration
	Goal Description	This goal is accomplished through efforts of the City of Appleton and Fair Housing services.
3	Goal Name	Economic Development
	Goal Description	Provide business education, counseling, and grants to micro & small businesses.

4	Goal Name	Public services
	Goal Description	City of Appleton's Community Resource Navigator position, funded with CBDG Public Services dollars, will be responsible for responding to residents experiencing homelessness, mental health issues, and other basic-needs related crises. This role will have regular weekly interaction with vulnerable/at-risk populations in an effort to better connect them with the resources and services needed.
5	Goal Name	Public facilities improvement
	Goal Description	City of Appleton will be funding a public facilities improvement project for Pillars, to upgrade the existing fire suppression system in their Adult and Family Shelter, which serves over 550 individuals from almost 400 households each year. The fire suppression system remaining operable and in good condition is essential to the shelter's operations and Pillars' ability to serve the community.
6	Goal Name	Neighborhood Revitalization
	Goal Description	City of Appleton's Registered Neighborhood program supports neighborhood organizations in Appleton and offers CBDG-funding for certain, eligible neighborhood improvement projects. Recent projects have included neighborhood park revitalization efforts to improve recreation facilities in LMI areas. This year's allocation does not have a definitive project at this time, but will serve to improve neighborhood conditions in an LMI area in Appleton.

Projects

AP-35 Projects – 91.220(d)

Introduction

During the CDBG competitive application process, the City of Appleton prioritized needs and strategically allocated funding to achieve the most community impact. The proposed use of CDBG-allocated funds in the 2024-2025PY will focus on activities that:

- improve and maintain current housing stock
- create accessibility to homeownership for first-time homebuyers
- public facility improvements
- fund costs associated with administering various programs and activities
- provide increased services and support to residents experiencing crisis/lacking access to basic needs

Projects

#	Project Name
1	PAFS Fire Suppression System Replacement
2	SAFC Parking Rehab
3	Habitat for Humanity Homebuyer Assistance Program
4	RTFV Homeowner Rehab
5	WWBIC Microentrepreneur Assistance
6	CoA Community Resource Navigator
7	MMFHC - Fair Housing Services
8	AHA Homebuyer Assistance
9	CDBG Administration
10	TNGP Projects
11	HRLP

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Appleton CDBG Advisory Board determined that allocation priority would focus on activities that improve on or increase the current affordable housing stock. All activities funded support the City

of Appleton's CDBG program goal of *"creating a thriving urban community through the provision of assistance to low- and moderate-income households in the forms of basic shelter, affordable housing opportunities, expanded economic opportunities, suitable living environments and supportive services related to residential, financial, and social stability."*

AP-38 Project Summary
Project Summary Information

1	Project Name	PAFS Fire Suppression System Replacement
	Target Area	
	Goals Supported	Public facilities improvement
	Needs Addressed	Public Facilities
	Funding	:
	Description	Project to award \$56,000 to Pillars for the purchase of equipment for their new fire suppression system.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 400 households (550 individuals) each year will benefit from this improvement. These families will all be low- and moderate-income residents who have lost their housing and become homeless, which is presumed to be an LMI group.
	Location Description	This is taking place at Pillars Adult and Family Shelter, at 400 N Division St in Appleton. This project is in a mostly residential area and is a residential homeless shelter upgrade to ensure the fire suppression system stays up to code and the shelter can remain open.
Planned Activities		
2	Project Name	SAFC Parking Rehab
	Target Area	
	Goals Supported	Improve & maintain housing stock
	Needs Addressed	Affordable Housing- Rehab of Existing Units
	Funding	:
	Description	This is a rehab project for the SAFC office/permanent supportive service building, where SAFC's clients receive services and 11 supportive housing units are located. The current parking lot is very uneven and presents accessibility issues for both SAFC's clients and staff
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	47 households
	Location Description	105 S Badger - 11 unit efficiency apartment complex serving homeless residents and includes office space for SAFC staff.

	Planned Activities	
3	Project Name	Habitat for Humanity Homebuyer Assistance Program
	Target Area	
	Goals Supported	Improve & maintain housing stock
	Needs Addressed	Affordable Housing- Rehab of Existing Units
	Funding	:
	Description	Support acquisition and renovation of three properties in the City of Appleton for Habitat to purchase and renovate, and then make available to low- and moderate-income households at their zero-interest rate home loan program.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	3 households will benefit
	Location Description	All housing units purchased and renovated will be within the City of Appleton municipal boundaries
Planned Activities	Acquisition and renovation of existing housing units to offer affordable homeownership opportunities to low-and moderate-income residents in Appleton.	
4	Project Name	RTFV Homeowner Rehab
	Target Area	
	Goals Supported	Improve & maintain housing stock
	Needs Addressed	Affordable Housing- Rehab of Existing Units
	Funding	CDBG: \$70,630
	Description	Rebuilding Together Fox Valley provides no-cost home rehabilitations to low- and moderate- income homeowners who cannot otherwise afford the rehabilitation on their own and do not qualify for loans or other rehabilitation assistance programs. This program ensures that these homes remain in safe and habitable condition and that homeowners are able to stay in their homes and retain the most affordable housing option to them.
	Target Date	3/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	RTFV expects to assist 10 families through rehabilitation during the 2024PY. All assisted households will be low-and moderate-income homeowners that are residents of the City of Appleton.
	Location Description	This will be scattered across different sites in Appleton.
	Planned Activities	Rehabilitation efforts may include accessibility improvements, windows, doors, structural challenges, and other necessary rehabilitation activities that ensure the house remains safe for the homeowners.
5	Project Name	WWBIC Microentrepreneur Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$15,524
	Description	Provide business training and one-on-one technical assistance to 25 current or potential microentrepreneurs, with at least 13 recipients being low-and moderate-income. This project will help to create FTE jobs and retain FTE jobs.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	WWBIC expects to assist 20 microentrepreneurs through this project, with at least half of them being low- and moderate-income. Additionally, of the jobs that are created and retained through this project, at least 51% will be for low-and moderate-income business owners and residents.
	Location Description	This will take place at scattered sites across the City of Appleton.
	Planned Activities	WWBIC will provide trainings on personal financial wellness and credit recovery, one-on-one technical assistance on a vareity of topics, including financial projections and cashflows, marketing, social media, access to additional capital, and referrals to additional resources. WWBIC is also able to provide access to capital for needed business expansion efforts.
6	Project Name	CoA Community Resource Navigator
	Target Area	
	Goals Supported	Public services
	Needs Addressed	Public Services

	Funding	CDBG: \$88,575
	Description	This position within the City of Appleton will be tasked with responding to issues related to a lack of basic needs, for persons experiencing homelessness, mental health crises, and other issues where connections to community resources are needed to stabilize their situation. The CRN will regularly interact with residents experiencing homelessness and will be the primary respondent to any public disturbances that do not require police intervention. This project aims to combat the rapid increase in calls to police about homelessness and other issues that are mainly related to a lack of connection to basic needs and community resources.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	CoA estimates that 500 people a year will benefit from resources and connections provided by the Community Resource Navigator.
	Location Description	This project will occur across Appleton to the sites that the CRN is called to assist at. This may also include regular assistance at Pillars' Resource Center, located at 129 S Mason St, Appleton, WI 54914.
	Planned Activities	This position will directly work with people experiencing homelessness along with domestic violence. The Community Resource Navigator will serve as a link between the police department (who receive first calls of someone in trouble) and community resources (who are able to address the needs). This role will provide immediate support and assistance to individuals and families in crisis situations, or low-mod limited clientele, with a focus on securing basic needs and safety. Moreover, this position will guide clients through the intricacies of accessing essential resources, skillfully navigating bureaucratic and administrative processes to facilitate a smoother and more effective support system.
7	Project Name	MMFHC - Fair Housing Services
	Target Area	
	Goals Supported	Administration
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$25,000

	Description	MMFHC will provide fair housing services to the City of Appleton through their satellite office, Fair Housing Center of Northeast Wisconsin (FHCNW), including complaint intake services, referrals for non-fair housing inquiries, technical assistance, fair housing presentations, fair housing training, interagency meetings, and distribution of fair housing informational materials
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities undertaken by MMFHC will include complaint intake services, referrals for non-fair housing inquiries, technical assistance, fair housing presentations, fair housing training, interagency meetings, and distribution of fair housing informational materials
8	Project Name	AHA Homebuyer Assistance
	Target Area	
	Goals Supported	Improve & maintain housing stock
	Needs Addressed	Affordable Housing- Rehab of Existing Units Neighborhood Revitalization
	Funding	CDBG: \$50,000
	Description	These funds will be used to assist first time homebuyers under 80% City Median Income to purchase homes in the City of Appleton. Funds will be provided for downpayment assistance and if necessary, perform needed rehab to bring the property up to code and Housing Quality Standards.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	6 households
	Location Description	Scattered site
	Planned Activities	Funds will be used for downpayment assistance and housing rehabilitation to meet HQS, as necessary

9	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Administration
	Needs Addressed	
	Funding	CDBG: \$75,000
	Description	Administrative activities for CDBG activities and staff salaries for CDBG/admin staff
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administrative and planning activities for CDBG staff
10	Project Name	TNGP Projects
	Target Area	
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$40,000
	Description	Funding to support projects eligible for CDBG funding through Appleton's Neighborhood Grant Program, which offers funds to neighborhood organizations in the City of Appleton for eligible neighborhood improvement projects.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Around 1,500 families are expected to benefit from improvements occurring as a result of TNGP projects. These families will be a mix of incomes but funding is only provided in service areas that are at least 51% LMI.
	Location Description	Scattered site
	Planned Activities	
11	Project Name	HRLP
	Target Area	
	Goals Supported	Improve & maintain housing stock

Needs Addressed	Affordable Housing- Rehab of Existing Units
Funding	:
Description	Appleton's Homeowner Rehabilitation Loan Program will be utilizing program income to continue to assist low-and moderate income-homeowners in Appleton during the 2024 program year, through zero-interest loans. No new CDBG funds are being allocated but this project will continue over the course of the program year.
Target Date	3/31/2025
Estimate the number and type of families that will benefit from the proposed activities	Estimated that 15-20 families will benefit during the 2024 program year.
Location Description	Scattered site
Planned Activities	Rehabilitation activities include necessary structural rehabilitation, lead remediation, renovations to bring housing up to HQS, and other necessary improvements to ensure the house remains livable and safe for the homeowners.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

Discussion

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Appleton invests federal funds into the development of rental and homeownership units and the rehabilitation and repair of existing homeowner units. This section shows specific goals for the number of homeless, non-homeless and special needs households that will be provided affordable housing during the 2024 program year. Also shown are the number of affordable housing units that will receive CDBG funding. Programs that will provide these units through the CDBG program are: the City of Appleton's Homeowner Rehabilitation Loan Program, the Appleton Housing Authority's homebuyer support program, Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	44
Special-Needs	0
Total	44

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	38
Acquisition of Existing Units	6
Total	44

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Appleton Housing Authority's mission is "to provide decent, safe, and quality housing for individuals and families that need rent affordability along with opportunities and programming for participants desiring to become self-sufficient." The City of Appleton will provide funding to support the Appleton Housing Authority's Homebuyer Program, which aids with downpayments and needed repairs or upgrades for the homes that are purchased, as well as counseling services for first-time homebuyers.

Actions planned during the next year to address the needs to public housing

The City of Appleton received a request for CDBG funding from the Appleton Housing Authority for FY2024, to continue their Homebuyer Program, which includes downpayment assistance, rehabilitation financial assistance, and counseling services.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

By supporting the Appleton Housing Authority's Homebuyer Program, public housing residents can learn about homeownership through homebuyer education classes. Completing these classes initiates the process of becoming a first-time homebuyer and receiving financial assistance for downpayments or needed repairs on their newly purchased home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Appleton Housing Authority is not designated as troubled.

Discussion

Overall, the Housing Authority has previously been awarded CDBG funding to support its Homebuyer Program only. The Homebuyer Program is an acquisition/rehabilitation program that promotes affordable housing and financial assistance to low- and moderate-income households, while revitalizing neighborhoods.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Appleton awarded 2024 program year CDBG funding to several agencies that impact and support the needs of the homeless and special needs populations in the community.

The definition of the special need's population in the City of Appleton was derived after consulting with several nonprofit, supportive service providing agencies in the Appleton area. The most prevalent, but certainly not exclusive, characteristics of the population were:

- Persons affected by mental health issues;
- Persons with alcohol and drug addictions; and
- Elderly in need of supportive services for health and housing issues

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Appleton continues to be an active member of the local Fox Cities Housing Coalition (FCHC), serving as the lead agency and fiscal administrator for Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grant funding into the community. While 2024 program year CDBG funding will be supporting Pillars, Inc. and Salvation Army of the Fox Cities, both CoC and EHH funds significantly support other agencies and their efforts to serve the homeless population in the community.

During the January 2024 Point in Time count, the Fox Cities, including the City of Appleton, identified 37 persons experiencing homelessness. The City of Appleton, in collaboration with the community, will continue to strive to serve these individuals, and others as necessary, by continuing to reach out to them and encourage them to utilize available resources in the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Appleton Housing Authority, Pillars, Inc. and Salvation Army of the Fox Cities collaborate to provide transitional housing options and supportive services through a Tenant Based Rental Assistance (TBRA) program. This program serves approximately 40 households annually.

Pillars Inc. and Harbor House have continued to collaborate and provide six transitional housing beds and supportive services specifically for domestic violence victims transitioning out of shelter. On

average, eight households are served each year through this initiative.

Ascend, a Pillars initiative in collaboration with NAMI Fox Valley, serves young adults [aged 18-24] with a mental health challenge navigate their transition from adolescence to an adulthood of self-sufficiency and stability.

Emergency shelter needs will continue to be addressed through Emergency Homeless and Housing (EHH) grant and will continue to change and expand based on the needs in the community. Under the Wisconsin Balance of State Continuum of Care's (WIBOSCOC) coordinated entry process, access to services and programming- initiated at the shelter level- has proven efficient and client-driven.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Appleton will continue to use CDBG funds to support agencies in the community proposing to provide public service activities that assist homeless persons by providing temporary shelter and accessibility to services that lead to permanent housing solutions. Specifically, for the 2024 program year, the City awarded funding to:

Salvation Army of the Fox Cities and Pillars, Inc., which provide necessary services to residents directly experiencing homelessness and assist them in transitioning out of homelessness into permanent housing options.

The City of Appleton also awarded 2024 program year funding to agencies- including the City of Appleton's Homeowner Rehabilitation Loan Program, Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley - proposing rehabilitative housing activities to maintain affordable housing units and educational skill building as an effort to provide additional affordable housing options and prevent homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Rebuilding Together Fox Valley's core mission is to improve the homes and lives of low-income

homeowners, allowing them to remain safe and healthy in their home. Not only are the homeowners able to age in place, but they are able to sustain affordable housing.

Rebuilding Together Fox Valley's core mission is to improve the homes and lives of low-income homeowners, allowing them to remain safe and healthy in their home. Not only are the homeowners able to age in place, but they are able to sustain affordable housing.

City of Appleton currently employs a Coordinated Entry Specialist who interfaces with individuals and families experiencing homelessness, housing insecurity, and other basic needs crises to connect them to resources within the community and manages the Coordinated Entry list that housing-support organizations pull their clients from. Additionally, the City is hiring a Community Resource Navigator, funded with 2024PY CDBG funding, to further make these service connections and work closely with both residents and service organizations to ensure clients are being connected with necessary resources and there is follow-up to ensure they are receiving the support needed.

The City of Appleton's role as the lead financial agent for CoC and EHH funds facilitates and encourages Fox Cities Housing Coalition member-agencies to provide services to extremely low-income persons and assist them with services needed as they navigate through the systems of care in the area. City of Appleton remains in close contact with member-agencies to address the needs for both transitional and permanent housing in the area.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Appleton, through a collaboration with the Metropolitan Milwaukee Fair Housing Council (MMFHC), updated the Analysis of Impediments to Fair Housing Choice report. The 2020 Analysis identifies barriers to equal housing access based on quantitative data contained in various sections of the report, and based on qualitative information gleaned from community input. The impediments identified [below] are not listed in order of priority.

1. Private-market housing discrimination;
2. Affordable housing location;
3. Lack of affordable, accessible housing;
4. Private-market refusal to permit reasonable accommodations/modifications;
5. Lending discrimination and disparities; and
6. Critical shortage of affordable rental housing and limited housing assistance.

The 2020 Analysis of Impediments *Fair Housing Goals and Strategies* section identifies goals and strategies designed to redress impediments to fair housing. Each goal has a number of strategies to make progress toward the goal. Each strategy contains a timeframe for action, a measure of achievement, and the entity at each municipality that is responsible for implementing the strategies.

Goal 1: Continue efforts to ensure adequate supply of housing affordable to all income levels in the community;

Goal 2: Increase fair housing choice and decrease housing discrimination;

Goal 3: Continue funding the City of Appleton’s Neighborhood Program to encourage the establishment and support of neighborhood organizations; and

Goal 4: Increase access to consumer education in a culturally appropriate context.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Under *Goal 1: Continue efforts to ensure adequate supply of housing affordable to all income levels in the community*, listed above, the City of Appleton has identified eight strategies to make progress toward removing or ameliorating the barriers to affordable housing. Strategies specific to the removal or amelioration of the negative effects of public policy that serve as barriers include [in no particular

order]:

Strategy 1- Support a variety of housing programs to defray the costs of rental housing or homeownership, marrying financial tools such as historic preservation, DNR grants, and opportunity zones;

Strategy 2- Promote and support private sector investment in affordable housing through TIF financing, LIHTC projects, and other state/federal financial resources; and

Strategy 3- Consider utilizing Central Business District (CBD) zoning in other areas of the City to promote denser in-fill and housing development.

Discussion:

The City of Appleton is currently under contract with the Metropolitan Milwaukee Fair Housing Council to update the Analysis of Impediments, in conjunction with the 2020-2024 Consolidated Plan. It is anticipated that updated amelioration efforts will be proposed upon implementation of the updated Consolidated Plan.

City of Appleton created a Taskforce on Housing Development Policy to further investigate areas of the City's land use controls and policies that could be updated to better reflect the current need for housing development in the market and reduce the time and informational burden that happens during the City approval processes for new developments. This will help to encourage development, speed up the pace of development, and ensure that housing supply in the Appleton area is meeting the demand.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Appleton’s 2020-2024 Consolidated Plan outlines various strategies addressing obstacles in meeting underserved needs, fostering and maintaining affordable housing, reducing lead-based paint hazards, reducing poverty, improving institutional structure, and enhancing coordination between housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The Fox Cities Housing Coalition (FCHC), of which the City of Appleton is a member agency, is designed to promote community-wide commitment to the goal of ending homelessness; provide programming and housing for underserved and homeless individuals and families; promote access to and effect utilization of mainstream programs; and optimize self-sufficiency among underserved and homeless individuals and families. This continuum begins with emergency shelter programs, continues through transitional housing programs, and on to permanent affordable housing options. Nearly all of the 2024 program year funds are subawarded to agencies that are FCHC members, and operate programs that address underserved needs. In addition, Appleton Health Department is adding a Community Resource Navigator position, funded through CBDG public service dollars, to support people during times of crisis and connect vulnerable and underserved residents with the necessary basic services they may lack access to.

Actions planned to foster and maintain affordable housing

The City of Appleton has primarily used its CBDG funds to support affordable housing activities in various ways for homeowners and first-time homebuyers. The City will continue to fund similar efforts in the 2024 program year through subawards to Appleton Housing Authority, Rebuilding Together Fox Valley, Greater Fox Cities Habitat for Humanity, and the City's Homeowner Rehabilitation Loan Program.

Actions planned to reduce lead-based paint hazards

The City of Appleton continues to allocate CBDG funds each program year supporting its Homeowner Rehabilitation Loan Program, which provides low- and moderate-income homeowners with the financial ability to make repairs to their homes. A requirement for participation in this program is that items not meeting code and all lead paint hazards be rehabilitated as part of the loan funding.

The City also has supported the Appleton Housing Authority's Homebuyer Program, which will include rehabilitation. Lead hazards are identified and remediated during the rehabilitation process.

In addition, the City of Appleton Health Department and the City's Homeowner Rehabilitation Loan Program work collaboratively to identify homes where young children may be adversely affected in the

dangers of lead-based paint and removal of those hazards.

Actions planned to reduce the number of poverty-level families

In an effort to reduce the number of poverty-level families, the City of Appleton awarded 2024 program year funds to programs promoting home-ownership opportunities for low-income residents and economic development programming. These programs and projects serve individuals and families that are facing financially challenging situations. The services offered and the constant collaboration among agencies provide the necessary direction and opportunities toward achieving financial independence and stable housing, while also decreasing the likelihood of homelessness.

The City of Appleton continues to provide funding to the City's Homeowner Rehabilitation Loan Program, Habitat for Humanity, and Rebuilding Together Fox Valley in an effort to rehabilitate and maintain affordable housing opportunities in the Appleton community.

Actions planned to develop institutional structure

The institutional structure through which the City of Appleton carries out its plans is strong due to framework already in place, and as such, does not have any specific actions planned to modify it.

The City is the financial agent for the Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grants, and an active member, of the Fox Cities Housing Coalition. The Appleton Housing Authority has received CDBG allocation for its Homebuyer Program and coordinates with the Health Department to provide services to its senior population. These relationships allow for a high level of interaction resulting in coordination of services between the city and agencies that may be supported by CDBG funding.

Actions planned to enhance coordination between public and private housing and social service agencies

While there does not appear to be a gap in the structure, the City of Appleton continuously works to further enhance coordination of services between nonprofit organizations and public institutions. The new Community Resource Navigator position, along with the Coordinated Entry Specialist, are critical positions that help ensure coordination between the City and social service agencies is frequent and effective. The City of Appleton is an actively participating member of the Fox Cities Housing Coalition, a local continuum of services. All member agencies of the Coalition actively seek to enhance coordination and collaboration between services and agencies, and reduce any level of duplication.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	417,346
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	417,346

Other CDBG Requirements

1. The amount of urgent need activities	1
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.78%

This action plan and estimated percentage of CDBG funds included in this narrative covers the 2024 program year.

Department of Community Development Inspection Division

Permit Summary Count YTD Comparison

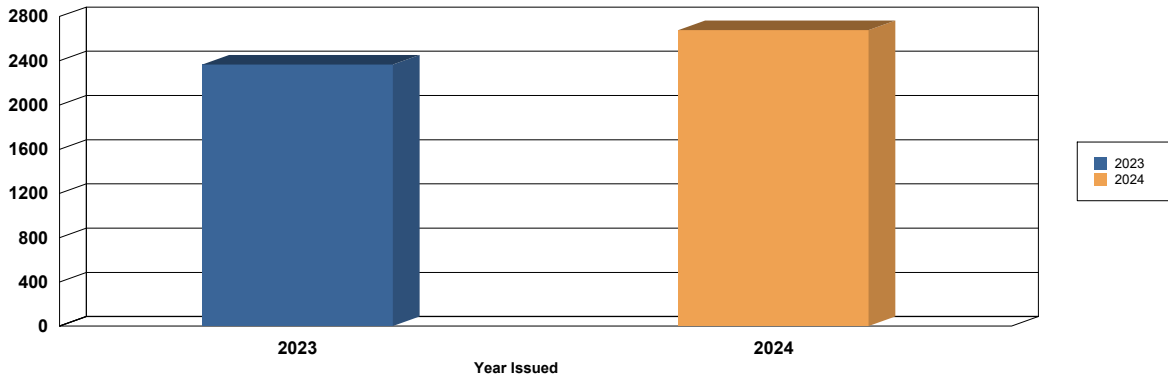
01/01/24 Thru 06/30/24

Report Date: 6/28/2024

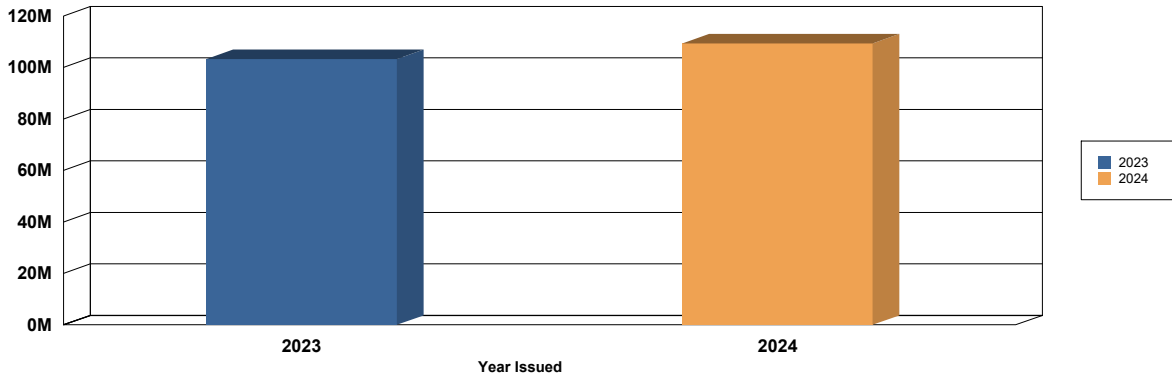
Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
BUILDING	2023	556	71,960,647	292,368.14
	2024	531	76,447,971	273,864.75
		-4.50 %	6.24 %	-6.33 %
DISPLAY SIGN	2023	109	1,057,451	4,508.00
	2024	77	546,100	7,640.00
		-29.36 %	-48.36 %	69.48 %
ELECTRICAL	2023	484	6,417,237	61,740.49
	2024	603	8,952,530	69,832.42
		24.59 %	39.51 %	13.11 %
EROSION CNTL	2023	10		1,400.00
	2024	14		2,200.00
		40.00 %	%	57.14 %
HEATING	2023	477	7,935,691	48,966.35
	2024	456	14,659,623	50,966.44
		-4.40 %	84.73 %	4.08 %
PLAN REVIEW	2023	54		19,120.00
	2024	36		11,545.00
		-33.33 %	%	-39.62 %
PLUMBING	2023	417	4,576,914	21,423.00
	2024	584	6,640,118	28,042.00
		40.05 %	45.08 %	30.90 %
SEWER	2023	250	11,323,121	15,283.00
	2024	373	2,056,216	20,787.00
		49.20 %	-81.84 %	36.01 %
WELL	2023	9		360.00
	2024	4		160.00
		-55.56 %	%	-55.56 %

	2023	2024
Permits	2366	2678
Estimated Cost	103,271,061.00	109,302,558.00
Receipt Amount	465,168.98	465,037.61

Number of Permits



Estimated Cost



Receipt Amount

