

City of Appleton

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

Meeting Agenda - Final

Community & Economic Development Committee

Wednesday, September 12, 2018

4:30 PM

Council Chambers, 6th Floor

- 1. Call meeting to order
- 2. Roll call of membership
- Approval of minutes from previous meeting

18-1095 CEDC Minutes from 7-11-18

Attachments: CEDC Minutes 7-11-18.pdf

4. Public Hearings/Appearances

5. Action Items

18-1302

Request to approve the Development Agreement with McFleshmans Commons LLC for improvements and development of the property at 115 S. State Street in Tax Increment Financing District No. 12

<u>Attachments:</u> Memo Recommend McFleshmans Commons Dev Agrmt.pdf

McFleshmans Commons LLC - Dev Agmt 08-14-2018 2.pdf

6. Information Items

18-1096 Community & Economic Development Department Mid-Year 2018 Budget

Report

Attachments: 2018 Mid Year Report Comm Econ Dev Dept.pdf

7. 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 Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

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



City of Appleton

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

Meeting Minutes - Final Community & Economic Development Committee

Wednesday, July 11, 2018

4:30 PM

Council Chambers, 6th Floor

Call meeting to order

Meeting called to order at 4:30 p.m.

2. Roll call of membership

Present: 5 - Coenen, Reed, Alderperson Baker, Alderperson Dvorachek and Alderperson

Plank

Others present:

Alderperson Joe Martin, District #4

3. Approval of minutes from previous meeting

18-0950 CEDC Minutes from 6-20-18

Attachments: CEDC Minutes 6-20-18.pdf

Alderperson Baker moved, seconded by Alderperson Plank, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 4 - Coenen, Alderperson Baker, Alderperson Dvorachek and Alderperson Plank

Abstained: 1 - Reed

4. Public Hearings/Appearances

5. Action Items

<u>18-0952</u> Award the Fair Housing Service Provider for the 2020-2025 Analysis of

Impediments to the Metropolitan Milwaukee Fair Housing Council in an

amount not to exceed \$28,000

<u>Attachments:</u> Memo to CEDC for AI sole source contract 06-12-18.pdf

2018 Appleton Al Proposal.pdf

Alderperson Baker moved, seconded by Alderperson Dvorachek, that the Report Action Item be recommended for approval. Roll Call. Motion carried by

the following vote:

Aye: 5 - Coenen, Reed, Alderperson Baker, Alderperson Dvorachek and Alderperson Plank

18-0954

Request to approve the Art in Public Places Policy of the Appleton Public Art Committee

Arts in Public Places Policy-CEDC Final Draft 062018.pdf

Appleton Public Art Committee Application.pdf

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

Aye: 5 - Coenen, Reed, Alderperson Baker, Alderperson Dvorachek and Alderperson Plank

6. Information Items

7. Adjournment

Alderperson Dvorachek moved, seconded by Alderperson Baker, that the meeting be adjourned at 4:36 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Coenen, Reed, Alderperson Baker, Alderperson Dvorachek and Alderperson Plank



MEMO

"...meeting community needs...enhancing quality of life."

TO: Community & Economic Development Committee

CC: Director Harkness, Deputy City Attorney Behrens

FROM: Monica Stage, Deputy Director

DATE: September 5, 2018

RE: Request Approval of the Development Agreement between the City of Appleton and

McFleshman's Commons, LLC in TIF District #12

Tax Increment Financing District Number 12 (TIF District #12) was created by the City of Appleton in August 2017 under the authority provided by Wisconsin Statute Section 66.1105 "Tax Increment Law" to eliminate blight and stimulate the rehabilitation and conservation of this urban corridor located along W. College Avenue from approximately the Badger Avenue/Story Street intersection to Walnut Street. A map of TIF District #12 is found on the following page.

TIF District #12 was created as a "Rehabilitation District" based upon the finding that at least 50%, by area of the real property within the District, is blighted and/or is in need of rehabilitation and/or conservation work within the meaning of Wisconsin Statute Section 66.1337 "Urban Renewal" described below.

McFleshman's Commons LLC has requested assistance to support the continued rehabilitation of their property at 115 S. State Street. Based on the analysis of current value of the property, projected value of the property and review of proposed expenses, TIF District #12 could make available \$65,000 to support the additional work at McFleshman's Commons, LLC. This TIF investment would be payable over the next approximately 20 years based on the increased property tax payments.

Staff Recommendation:

The Development Agreement between the City of Appleton and McFleshman's Commons, LLC BE APPROVED.



TAX INCREMENT DISTRICT NO. 12 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of September, 2018, by and among McFleshman's Commons, LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

- A. Developer owns the real property located at 115 South State Street, Appleton, WI more particularly described in Exhibit A, attached hereto (the "Property"). The Property is located within the City in Tax Increment District #12. Developer has proposed improvements to the Property (the "Project"). All references to the Project include the Property.
- B. The City has determined that development of the Project on the Property will spur economic development, expand the City's tax base and create new jobs. Accordingly, the City has created the tax increment district encompassing the Property (the "District") and adopted a project plan (the "Project Plan") that provides for, among other things, the financial assistance set forth in this Agreement, pursuant to Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"). The City has determined that such financial assistance is a Project Cost under the Tax Incremental Law.
- C. The City has determined that the amount of financial assistance to be provided under this Agreement is the amount necessary to induce development of the Project. The Project will not proceed without the financial assistance set forth in this Agreement.
- D. The City, pursuant to Common Council Action dated September 19, 2018 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.
- E. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.
- F. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENTS

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

ARTICLE I DEVELOPER ACTIVITIES

- A. Developer's Project shall include further improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Developer's costs on the Project will be not less than \$65,000.
- B. Project Costs ("Project Costs") shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and the clearing, grading and redevelopment of the Project. Developer shall submit satisfactory proof of Project Costs incurred to the City as improvements set forth in Exhibit B are completed.
- C. Developer warrants and represents to the City that but for the assistance to be provided by the City under Article II, herein, Developer would not be able to proceed with the Project.
- D. Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II CITY OBLIGATIONS

- A. City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon the Developer creating \$284,400 in increment such that the Property's total assessed value is no less than \$537,900, the City will provide payments to Developer solely from future Tax Increments to assist with Developer's Project Costs. The City's payments to Developer shall not exceed Sixty Five Thousand Dollars (\$65,000) (the "Contribution").

The Contribution will be paid to Developer as follows:

- 1. The City shall pay the Contribution to Developer in installments on August 15th of each year. Each installment shall be equal in amount to ninety percent (90%) of the Tax Increments attributable to and actually received from the Property during each calendar year.
- 2. Payments under this Agreement shall be due in annual installments beginning on August 15 of the calendar year following the first tax year in which there the Property's assessed value is no less than \$537,900 and continuing on each August 15 thereafter until the Expiration Date (collectively the "Payment Dates") as described in Article II B., 3.
- 3. Payments under this Agreement shall cease upon the earlier to occur of (a) full payment of the Contribution; or (b) termination of this Agreement, as provided herein or (c) expiration of the TIF.
- 4. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.
- C. This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to separately evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.
- D. The City covenants to Developer that until the Contribution has been paid in full the City shall not close the District prior to its statutory expiration date.
- E. The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.
- F. Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

- A. As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.
- B Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.
- C. In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE V CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI WRITTEN NOTICES

Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton Community and Economic Development Department 100 North Appleton Street Appleton, WI 54911-4799 Attention: Karen Harkness

With a copy to:

City of Appleton City Attorney's Office 100 North Appleton Street Appleton, WI 54911-4799 Attn: James P. Walsh

FOR DEVELOPER:

McFleshman's Commons, LLC c/o Cindi L. Jackman
P.O. Box 2274
115 South State Street
Appleton, WI 54911

ARTICLE VII ASSIGNMENT

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

ARTICLE VIII CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

- A. The City shall have no obligation to make any payment of the Contribution to Developer unless and until all of the following shall have occurred:
 - 1. The Property's total value is greater than or equal to \$537,900.
- 2. Developer shall have submitted Project Costs in substantial compliance with the requirements of Article I, paragraph B of this Agreement.
- B. This Agreement, and the City's obligation to make any further payments of the Contribution, shall terminate when either of the following shall have occurred:

- 1. The Contribution is paid in full.
- 2. The statutory life of the District expires (provided that the City fulfills its obligation under Article II, paragraph B.1.)
 - 3. The Property's assessed value is less than \$537,900 by January 1, 2020.

ARTICLE IX MISCELLANEOUS

- A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
 - B. The laws of the State of Wisconsin shall govern this Agreement.
- C. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.
- E. Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- F. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

	CITY OF APPLETON:
	Bv:
	By: Timothy M. Hanna, Mayor
ATTEST:	
ATTEST.	
By: Kami L. Lynch, City Clerk	
,,,,	
STATE OF WISCONSIN)	
: SS.	
OUTAGAMIE COUNTY)	
Personally came before me this	day of, 2018, Timothy M.
Hanna, Mayor and Kami L. Lynch, City Clerk	k, of the City of Appleton respectively, to me known
-	oing instrument and acknowledged the same in the
capacity and for the purposes therein inten	ded.
	Printed Name:
	Notary Public, State of Wisconsin
	My commission is/expires:
APPROVED AS TO FORM:	
James P. Walsh, City Attorney	
\\Coalaw\cycom\\WPDocs\\D01\\McFleshmans Commons LLC - Dev A Dated Updated: August 14, 2018	Agmt 08-14-2018.doc
By: Christopher R. Behrens City Law A18-0605	

McFleshman's Commons, LLC – City of Appleton Development Agreement

Page | 7

	DEVELOPER:
	McFleshman's Commons, LLC
	By:, Principal
STATE OF WISCONSIN) : ss.
OUTAGAMIE COUNTY)
	before me this day of, 2018,, Principal, to me known to be the person who executed the knowledged the same in the capacity and for the purposes therein
	Printed Name:
	Notary Public, State of Wisconsin
	My commission is/expires:

SCHEDULE OF EXHIBITS

A.	Legal	Descri	ption	of Pro	perty
<i>,</i>	LCSui	DCJCII	Puon	01110	י איטקי

B.	Proposed	l Project	Improvement	s and Est	timated	Cost

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

CSM 7174 Lot 1 (Doc 2072010) BEING ALL OF LOT 16 & PART OF LOT 17 BLK 52, GRAND CHUTE PLAT, LOC IN SW1/4 SW1/4 SEC26 T21N R17E

Tax Key Nos. 31-3-0986-00

EXHIBIT B

Improvements from Sept 1 - Dec 31, 2018; prepared for City of Appleton; updated 7/5/18

	item	material cost \$410,900	labor cost \$221,800	total cost \$632,700
1st floor				
2nd floor-public	sheetrock/tape bed	\$4,500	\$4,500	\$9,000
p	trim/cabinets	\$4,000	\$4,000	\$8,000
	paint	\$4,000	\$4,000	\$8,000
	floors	\$4,000	\$3,000	\$7,000
	(4) bathrooms	\$10,000	\$10,000	\$20,000
	events equipment	\$2,000	\$1,500	\$3,500
2nd floor-production	wall covering	\$1,500	\$1,500	\$3,000
	framing	\$2,000	\$1,500	\$3,500
	wine display / storage	\$1,500	\$800	\$2,300
beer garden	excavation	\$2,000	\$2,000	\$4,000
	pavers	\$2,000	\$2,000	\$4,000
	prep pack / underfill	\$1,000	\$1,000	\$2,000
	staircase	\$3,000	\$3,000	\$6,000
	stage	\$1,000	\$1,000	\$2,000
	roof	\$1,500	\$1,000	\$2 <i>,</i> 500
equipment	(4) horizontal tanks	\$80,000	\$1,500	\$81,500
	(5) fermenters	\$100,000	\$5,000	\$105,000
	open fermenter	\$5,000	\$1,500	\$6,500
	release tank	\$5,000	\$1,500	\$6,500
	cool ship	\$1,500	\$1,500	\$3,000
lab	(6) microscopes	\$1,500	\$0	\$1,500
	(4) stirplates	\$400	\$0	\$400
	autoclave	\$1,000	\$0	\$1,000
	refrigerator	\$500	\$0	\$500
	laminar hood	\$2,000	\$0	\$2,000
phase 2	4800 sq ft expansion	\$170,000	\$170,000	\$340,000

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT 2018 Mid-Year Report

All figures through June 30, 2018

Significant 2018 Events:

- 1. The Fox Cities Exhibition Center celebrated its grand opening on January 11, 2018. We continue our collaboration with Inner Circle, the Red Lion Paper Valley Hotel and the Fox Cities Convention & Visitors Bureau. The final bond closing for the FCEC took place on May 1, 2018.
- 2. Responses to the Mixed-Use Library Project Request for Proposals were due on January 12, 2018. Five developers responded with eight proposals. These proposals were reviewed and scored, and three teams were interviewed and presented their proposals. The Common Council approved further discussion with the highest scoring developer, the Commercial Horizons' team. The department continues to work with the developer on due diligence of their proposal.
- 3. Staff worked with Grand Chute and the Fox Cities Convention & Visitors Bureau to fund the Champion Center Sports Facility.
- 4. Industrial development saw a continued increase in 2018 with the delivery of two new buildings in Southpoint Commerce Park. Custom Offsets opened their new 17,000 sq. ft. facility in February, and Security Luebke Roofing opened their new, approximately 20,000 sq. ft., facility in July. The Common Council approved an offer to purchase 14.6 acres in Southpoint Commerce Park from Becknell Industrial on June 20, 2018. The City repurchased 4.32 acres in the Northeast Business Park from Farrell Investments, once again giving the City inventory in that area. The reason for the repurchase is Farrell Investments bought an existing building in Southpoint Commerce Park. Here they plan to make improvements and occupy in Spring 2019.
- 5. The grand opening of Eagle Point's new 99 unit senior living facility is on August 17, 2018. The Appleton Redevelopment Authority sold this redevelopment site, comprised of approximately 8.1 acres, in 2017 to Alexander Company and Tukka, the developers of Eagle Point. The development is expected to add \$21 million in value for Phase I. Phase II will be townhomes, and Phase III is in the planning stages with Alexander Company and Tukka Properties. RiverHeath broke ground on the Willow, an 110 unit apartment building with commercial retail space. The Woolen Mills Loft, a \$10 million, 60 unit apartment complex constructed in the Flats, opened in April 2018. This project used WHEDA tax credits and historic tax credits.
- 6. The Appleton Redevelopment Authority purchased 222 N. Oneida Street in late 2017 with currently unknown plans for future development. Demolition activities started on

- the building on May 22, 2018. The demolition and site restoration is now completed. Additional environmental testing is required based on soil conditions discovered during the demolition and excavation process.
- 7. Staff continued collaboration with US Venture to construct their headquarters on Bluff Site 1. Staff also continued to work with Milwaukee View on their redevelopment of the historic Zuelke Building at 103 W. College Avenue. *Note: Both Development Agreements were approved by Council on December 19, 2017. Staff had to quickly convert a term sheet for USV to a Development Agreement, and it was 13 days from original discussion on the Zuelke development to Development Agreement.
- 8. Staff worked intently with the developer, Appleton Storage I, LLC, and other internal departments, to bring development to the former Kmart site at 2400 W. College Avenue, which has been vacant for over a decade. The Special Use Development Agreement was approved by Council on June 20, 2018.
- 9. Continued leasing of the residential property at 110 W. Edgewood Drive, as well as leased farmland at both 110 and 210 W. Edgewood Drive. The home and outbuildings at 210 W. Edgewood were demolished due to their significantly deteriorated condition. Occupancy of the residential property and farming the land will help offset maintenance costs. These properties were acquired in 2016 to help support the City's anticipated business/industrial growth.
- 10. Staff teamed up with Appleton Downtown Inc. to present the State of the Downtown Summit on May 15, 2018 that offered a Downtown Development Opportunity Tour, updates on current Downtown development, and informative panel presentations.
- 11. Business Enhancement Grants from TIFs #11 and #12 were fully utilized in 2018 with \$21,000 in TIF funding for each District. These funds leveraged another \$79,946 in private investment. Due to high demand, there was also a waiting list of businesses that had applied for the programs but the funding ran out.
- 12. The department continues to work and communicate with the business community in Appleton and throughout the region with efforts including social media, regular business retention visits, and partnerships with community organizations that help build relationships that benefit the City.
- 13. The City of Appleton has invested in a variety of advertising venues and sponsorships to raise awareness of the City overall, our commitment to being a welcoming and inclusive community, and encouraging investment in commercial, industrial and residential development. The City has invested \$15,000 with Appleton Downtown Inc. (ADI) for numerous programs and events over the course of 2018, from the Downtown Trolley sponsorship and State of Downtown event to Small Business Saturday, and Downtown Summer events and Holiday sponsor. The City also invested \$25,000 in the Fox Cities Regional Partnership/Fox Cities Chamber to go solely towards the very valuable Talent Upload program.

- 14. Implementation of the Comprehensive Plan continued in 2018, with highlights that include an amendment to Central Business District zoning to allow ground floor residential and creation of an Art in Public Places Policy/Committee.
- 15. Planning staff collaborated with the City Attorney's Office and Inspections Division staff to repeal and create a new Sign Ordinance, which is another implementation strategy from the Comprehensive Plan. The Sign Ordinance amendments were in response to Supreme Court Ruling Reed v. Town of Gilbert Arizona, 135 S. Ct. 2218 (2015), the adoption and implementation of the Appleton Comprehensive Plan 2010-2030, and the array of sign types and technology available today. The Common Council adopted the new Sign Ordinance on April 4, 2018, and it went into effect on April 10, 2018.
- 16. The Art in Public Places Policy was unanimously approved by Council on July 18, 2018. We are working to identify members and constitute the Appleton Public Art Committee.
- 17. The City's Economic Development Strategic Plan (EDSP) was completed in 2015 and identified primary goals and key strategies that will contribute to the City's future economic health, enhance the business climate, ensure the vibrancy and viability of the City and support community growth consistent with the City's character and culture. Many of these goals and key strategies have been rolled in the Comprehensive Plan. Staff continues to implement, refine and work key metrics. Highlights of accomplishments include:

Accelerate business park lot sales, growth and expansion of the tax base
Outreach to Site Selectors, Commercial and Industrial Real Estate Brokers
Business attraction and marketing
Support retail and tourism marketing
Improve customer service to businesses
Reviewing permit process, streamline where appropriate, issue in predictable, professional manner, customers receive clear communication
Continue to conduct BRE meetings
Conduct cost benefit analysis of proposed projects
Support workforce initiatives

- 18. To promote historic preservation efforts, the City of Appleton Historic Preservation Commission created bookmarks of four existing historic buildings along College Avenue. They wrote a historic narrative for each building explaining its historic significance, and photographs were taken of each building. The department contracted with a professional printer to produce the bookmarks for distribution to the public.
- 19. Assessor's staff completed a citywide revaluation of all 1,700 commercial properties. Values were increased by an average +5.5%, led by apartments at +15%. This project required many property inspections to update records, good public relations, detailed sales & income analysis, and accurate appraisal methodology. The changes reflected market value increases over the last five years & re-established tax equity among various commercial sectors.

- 20. The City's equalized value increased greatly by 6% in 2017 from \$4,938,725,300 to \$5,222,923,900 exceeding the statewide gain of 4%.
- 21. During the first half of 2018, the site plan review team has approved approximately 110 multi-family dwelling units, 37,200 square feet of office space, 34,500 square feet of commercial space, and 40,200 square feet of institutional space.
- 22. Staff facilitated and approved the Viaene, North Edgewood Estates, and Leona Pond annexations, resulting in roughly 84.4 acres of land being annexed to the City. In addition, the annexation policy was re-worked and reduced the process by 4 weeks.
- 23. Per the annual growth report, the City had approximately 186 single family residential lots platted and available for sale starting in 2018. Final plat approval resulted in the creation of an additional 52 residential lots, including Emerald Valley IV and V and Trail View Estates. The City still has several acres of planned, unplatted land available for single family development.
- 24. Appleton's GIS team will perform a major system upgrade during the second half of 2018. All of the GIS servers will migrate to a new SAN environment set up by IT. Along with the server migration, the GIS software was upgraded to the latest version. This new version had significant architecture changes compared to the previous system; all servers and software installs were upgraded.
- 25. The GIS team continues to expand and implement the use of GIS tools for field use. Three additional departments now have applications allowing them to collect data in the field, and the GIS team continues to develop more applications for current users.
- 26. Staff organized and delivered one neighborhood session in the spring of 2018, and another is planned for the fall. These sessions provide informal, "roundtable" discussions for neighborhood leaders to share information about the neighborhood program, grants, and to provide a forum for peer sharing.
- 27. The Lawrence-City Park Neighborhood was granted funding through TNGP to support the Edison Family Fun Run, which took place in May 2018. An application to assist in conducting a neighborhood survey is also pending for the Historic Central Neighborhood.
- 28. The City of Appleton Homeowner Rehabilitation Loan Program rehabilitated 9 owner-occupied homes and spent \$130,119 on home improvement loans. In addition, 10 new applications were submitted. Of those, 5 were eligible for the program. Additional applications will be accepted in the fall.
- 29. The City was notified by HUD in May that the 2018 CDBG allocation for the City of Appleton is \$593,953. Common Council approved the following funding amounts:

City of Appleton Rehabilitation Loan Program - \$115,000.00

CDBG Program Administration - \$49,432.05

Fair Housing Services - \$65,471.24

Appleton Housing Authority - \$75,000.00

Appleton Police Department - \$51,847.71

City of Appleton Neighborhood Grant Program - \$40,000.00

The Mooring Programs, Inc. - \$85,800.00

Housing Partnership of the Fox Cities - \$25,000.00

Rebuilding Together Fox Valley - \$19,156.76

St. Bernadette Parish/Thompson Center - \$30,000.00

Harbor House - \$19,421.47

LEAVEN - \$17,823.77

2018 Mid-Year Budget/Actual Comparison:

Community Development Budget/Actual Comparison

for the period ending June 30, 2018

	Current	Current Year	% of
	YTD	Amended	Budget
	Actual	Budget	Expended
Administration & Geographic Information Systems	\$245,520	\$554,582	44.3%
Marketing & Business Services	\$90,545	\$163,664	55.3%
New & Redevelopment Projects & Business Parks	\$89,265	\$208,114	42.9%
Assessor	\$277,960	\$558,402	49.8%
Planning	\$133,402	\$280,414	47.6%
Total:	\$836,692	\$1,765,176	47.4%

Performance Data Community Development:

The following Table lists Community Development program areas and the performance measures for each, including both the target and end measure.

2018

Community Development - Administration & GIS

B.U. 10550

Community Development Adminis	ommunity bevelopment. Administration a cic.								
	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Employee retention									
- % Staff turnover	0%	6%	0%	0%			0%	0%	
Accurate and useful information									
- # of layers edited (GIS)	700	1,080	232	283			515	700	
Improve business and work flow									
- # of users supported on GIS software	130	231	130	130			130	130	
Quality training to support staff performance									
 % of training courses completed 	100%	100%	0%	61%			61%	100%	
- % of depts. using GIS	50%	50%	50%	50%			50%	50%	
Annual performance evaluations completed									
- % complete	100%	100%	N/A	N/A				100%	
Increase efficiency & effectiveness of City									
by using GIS									
- # of GIS projects	250	471	133	128			261	250	

2018
Community Development - Marketing & Business Services

B.U. 10551

	2017 Target	2017 Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	2018 TARGET	Comments
Connection to source of issue resolution or re	source								
 # Existing businesses assisted 	40	63	14	21			35	40	
- # Start-up businesses assisted	35	12	6	1			7	35	
Information specific to development in Applete	on								
- # of prospects information deliveries*	70	37	10	9			19	70	
Appleton's economy grows and tax base enha	anced								
- % increase in total equalized value	2.6%	5.8%	N/A	N/A	N/A			2.6%	
Retention visit clients served									
- # Business retention visits/follow-ups	40	47	6	9			15	40	

^{*}Note: Prospects include businesses from outside of Appleton, contacts by real estate agents, developers, State of Wisconsin, Fox Cities Chamber of Commerce.

2018 **Community Development - New & Redevelopment Projects**

B.U. 10553

	2017 Target	2017 Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	2018 TARGET	Comments
Guidance rec'd to success in dev. in Appleton - # projects consulted	18	31	16	7			23	20	
Assist in land assembly, development incention or project management - # developments generated via direct mgt. - # of improved business park acres	ves 5 100	3 100	1 100	0 100			1	5 100	
Tax base enhanced * - \$ Increase industrial/commercial ** - \$ Increase in target districts - \$ business park permits	\$8m \$4m \$2m	\$55,297,580 \$24,717,932 \$7,943,431	\$8,725,788	\$2,085,000 \$400,000 \$400,000			\$10,810,788 \$1,089,000 \$400,000	\$14m \$4m \$2m	
- # of development agreements completed - # of acres sold in business park	1 3	2 6.64	0 0	1			1 0	3 4	

^{*} All commercial/industrial permits at or above \$100,000 less tax exempt or non-profit permits.
** TIF Districts and target districts (ARP's, Business Parks)

2018 Community Development - Planning

B.U. 15020

	2017	2017						2018	
_	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Timely, accurate processing of applications									
- % of admin apps processed within the time	100%	100%	100%	100%				100%	
- % of comm apps processed within the time	100%	100%	100%	100%				100%	
- % of cust inquiries served within the timefra	100%	100%	100%	100%				100%	
- % of complaints recvd on admin apps proce	2%	0	0	0				0%	
- % of complaints recvd on comm apps proce	2%	0	0	0				0%	
- # of development projects guided thru the									
review process, resulting in approval	20	17	5	14			19	20	
- # of comp plan goals&objectives implmnt	10	50	18	25			43	10	
Work process outputs									
- # of admin apps approved	425	455	24	251			275	425	
- # of commission apps approved	25	47	9	14			23	25	
- # of customer inquiries served	900	1,312	381	346			727	900	
- # of comp plan & ordinance amend adpt	2	3	0	3			3	2	
 + of historic sites,bldgs&dist.recognized 	2	0	0	4			4	2	

B.U. 2100

2018 Community Development - Block Grant

	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Client Benefits/Impacts									
Annual Entitlement Amount	\$528,000	\$550,037	\$0	\$593,953			\$593,953	\$535,000	
Carryover from previous years	\$0	\$0	\$0	\$0			\$0	\$0	
Reprogrammed CDBG Funds	\$0	\$0	\$0	\$0			\$0	\$0	
% of award spent on projects	90.5%	87%	0%	85%			85%	83.00%	
Average award (not incld program income)	\$40,000	\$43,528	\$0	\$45,823			\$45,823	\$44,000	
Strategic Outcome									
# of single audit findings	0	0	0	0			0	0	
# of HUD exceptions to annual act.plan	0	0	0	0			0	0	
# of HUD CAPER findings	0	0	0	0			0	0	
Official HUD Timeliness ratio (max 1.5:1)	1.5:1	1.28:1	1.22:1	N/A				1.5:1	
,									
Work Process Outputs									
# of Block Grant awards made	10	8	0	11			11	10	

2018 B.U. 2140 Community Development - Emergency Solutions Grant (ESG)/Transitional Housing Program (THP)

	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Client Benefits/Impacts \$ Grant Award ESG \$ Grant Award THP	\$259,563 \$25,310	\$481,995 \$54,060	\$0 \$0				\$0 \$0	\$216,670 \$28,750	
Strategic Outcomes Expand the # of homeless persons served - # assisted in emergency shelter - # assisted in rapid rehousing - # assisted with prevention services	1,000 60 350	1,005 55 467	181 6 93	251 6 0			432 12 93	950 75 500	
Work Process Outputs # grant applications prepared # of contract period extensions requested	2 0	2 0	2	0 1			2 1	2	

2018 B.U. 2150 Community Development - Continuum of Care Supportive Housing Program (COC/SHP)

	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Client Benefits/Impacts \$ Annual Award (SHP 1 - THP) \$ Annual Award (SHP 2 - PSH)	\$181,152 \$54,337	\$362,304 \$55,532	\$0 \$0				\$0 \$56,216	\$181,152 \$55,532	
Strategic Outcomes Help clients improve self-sufficiency - % moved from transitional to permanent - % in permanent maintain/increase income	70% 77%	71% 17%	0% 9%				50%	70% 77%	
Work Process Outputs # grant applications prepared # of contract period extensions requested	2-Renewal 0	2 0	0	0			0	2-Renewal 0	

2018 Community Development - Homeowner Rehab

B.U. 2160/2170/2190

	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total	TARGET	Comments
Housing Rehabilitation Programs (city-wid	e)								
Funding for LMI homeowner rehab projects									
 CDBG funds award amount 	\$81,222	\$81,222	\$0	\$115,000			\$115,000	\$115,000	
- Program income received (all grants)	\$365,000	\$313,246	\$30,171	\$147,377			\$177,548	\$333,330	
Unspent grant funds									
- Committed	\$75,000	\$277,883	\$237,859	\$66,581			\$66,581	\$75,000	
- Uncommitted	\$160,000	\$214,924	\$215,274	\$291,916			\$291,916	\$160,000	
Improved LMI single-family homes & owner-o	ccupied duplex	es							
- # of loans made	24	23	5	4			9	24	
- # units rehabilitated	24	23	5	4			9	24	
- # residents benefited	60	69	18	11			29	60	
- Average Ioan amount	\$15,000	\$19,783	\$16,833	\$11,489			\$14,458	\$15,000	
- Amount committed to rehab activity	\$360,000	\$455,006	\$84,163	\$45,956			\$130,119	\$360,000	
·				·					
- # applications processed	33	59	11	10			21	33	
- # applications approved	27	33	4	4			8	27	

2018

Community Development - Neighborhoods Program (NP)

	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Client Benefits/Impacts # of new partnerships generated # of registered neighborhoods # of neighborhood program participants	1 16 0	0 16 26	0 17 N/A	0 17 16			0	1 17 15	
Strategic Outcomes # of projects awarded grant funding	2	1	1	0			1	2	
Work Process Outputs Grant Funds (CDBG) Committed Uncommitted Spent General Funds Committed Uncommitted Spent	\$88,653 \$0 \$88,653 \$7,769 \$0 \$7,769	\$60,000 \$28,653 \$60,000 \$0 \$7,630 \$14	\$0 \$68,653 \$0 \$1,700 \$8,930 \$0	\$68,653 \$0 \$222				\$68,653 \$0 \$68,653 \$7,330 \$0 \$7,330	

2018 Community Development - Assessing

-	2017	2017						2018	
	Target	Actual	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL	TARGET	Comments
Client Benefits/Impacts Equitable asmts & distribution of tax levy: Res districts within 10% of market value Coefficient of dispersion of asmt/sale ratios # of asmt errors result inaccurate tax bills	98% 9% 0	96% 11% 2	52% 13% 1	52% 13% 2			3	94% 12% 0	
Strategic Outcomes Asmts to accurately reflect market values Residential class level of assessment Commercial class level of assessment Overall level of assessment	100% 100% 100%	94% 96% 95%	90% 95% 90%	90% 95% 90%				100% 100% 100%	
Work Process Outputs % of bldgs inspected to update records Commercial new construction Residential new construction Recent sales Total # of interior inspections Property Record Maintenance Deeds processed (ownership changes) Lot splits, CSM's & new platted parcels Annexed parcels Assessments updated	100% 95% 50% 800 2,300 175 2	100% 95% 43% 952 2,489 160 0	100% 87% 25% 330 492 25 3 0	100% 87% 25% 20 601 126 1			350 1,093 151 4 1,613	100% 95% 40% 800 2,600 100 2 1,600	