

It is expected that a Quorum of the Joint Review Board, Board of Public Works, Park Board, Administration Committee, and/or Common Council may attend this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
PLAN COMMISSION
Council Chambers
140 Main Street, Menasha**

**June 16, 2015
3:30 PM**

AGENDA

3:30 PM – Public Hearing on the Proposed Creation of Tax Increment District #13 Project Plan and Boundary

3:35 PM – Public Hearing on the Proposed Project Plan Amendment to Tax Increment District #5

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Minutes of the May 19, 2015 Plan Commission Meeting](#)

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

Five (5) minute time limit for each person

E. DISCUSSION

1. None

F. ACTION ITEMS

1. [Plan Commission Resolution 1-2015 Designating Proposed Boundaries and Recommending Approval of the Project Plan for Tax Incremental District #13](#)
2. [Plan Commission Resolution 2-2015 Recommending Approval of the Proposed Project Plan Amendment for Tax Incremental District #5](#)
3. [Certified Survey Map – 177 Main Street and Vicinity](#)
4. [Ground Lease Agreement – Broad Street Parking Lot](#)
5. [Certified Survey Map – Appleton Road and Midway Road – Kwik Trip](#)
6. [Barker Farm Park Utility Easement – Widening from 10' to 18'](#)

G. ADJOURNMENT

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
May 19, 2015
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:31 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, DPW Radtke and Commissioners Schmidt, Cruickshank and DeCoster.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Sturm.

OTHERS PRESENT: CDD Keil, CDC Heim, Jim Stahl, Miron Construction and Steve Grenell, Menasha Utilities.

3:30 PM – Informal Public Hearing on the Proposed Amendment of the City of Menasha Year 2030 Comprehensive Plan – Rezoning of Parcel #4-00792-03

Mayor Merkes opened the public hearings at 3:32 PM.

CDD Keil explained the purpose of the proposed amendment to the City of Menasha Year 2030 Comprehensive Plan and rezoning.

No public input was received.

The hearings were closed at 3:33 PM.

C. MINUTES TO APPROVE

1. **Minutes of the April 28, 2015 Plan Commission Meeting**

Motion by Ald. Benner, seconded by DPW Radtke to approve the April 28, 2015 Plan Commission meeting minutes. The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

E. DISCUSSION

1. None.

F. ACTION ITEMS

1. **Amendment of the City of Menasha Year 2030 Comprehensive Plan Future Land Use Map– Racine Road – Parcel #4-00762-03 – Re-designate Future Land Use Classification from Community Commercial to Industrial**

CDD Keil indicated that the rezoning of parcel #4-00762-03 be from Commercial to Industrial. The intent is that the rezoning would be consistent with the parcels to the south and west. The rezoning would also allow Miron Construction to utilize the parcel as a laydown yard whereas the current zoning of commercial would not allow such use.

Motion by Comm. Schmidt, seconded by DPW Radtke to recommend to the Common Council the amendment of the City of Menasha Year 2030 Comprehensive Plan Future Land Use Map, Racine Road, parcel #4-00762-03 to re-designate the future land use classification from Community Commercial to Industrial to make it more consistent with surrounding parcels. The motion carried.

2. **Rezoning of Parcel Immediately North of 1737 Racine Road – Parcel #4-00762-03 (previously discussed April 7, 2015)**

Motion by Comm. DeCoster, seconded by DPW Radtke to recommend to the Common Council the rezoning of parcel immediately north of 1737 Racine Road, parcel #4-00762-03 from C-1 General Commercial to I-1 Heavy Industrial. The motion carried.

3. **Landscape Plan – 1737 Racine Road**

CDD Keil indicated that the landscape plan was prepared due to comments and concerns in previous Plan Commission meetings. Discussion ensued with Commissioners and Jim Stahl, Miron Construction:

- DPW Radtke review of vision clearance issues. No concerns to the south, to the north slight penetration where elm trees on north end of site would need to be trimmed up
- Type of fence selected. Jim Stahl indicated that the 7 foot cyclone fence was determined based more on safety and security than screening
- Addition of vines to the fence to improve screen but could become a maintenance issue over time
- Use of taller plantings in place of vines

Motion by Comm. DeCoster, seconded by Comm. Cruickshank to revise the landscape plan to show additional plantings along with deciduous and evergreen trees while complying with the electrical transmission easement restrictions with staff to review and approve. The motion carried.

4. **Proposed Annexation – 1233 Midway Road and Others – Kwik Trip, Inc.**

CDD Keil gave an overview of the proposed annexation. This is a majority annexation which means that one-half of the property owners are consenting while the other one-half are non-consenting property owners. Per the boundary agreement with the Town of Menasha, we are able to annex unimproved properties without detaching equal property size to the Town. All parcels listed in the proposed annexation are unimproved. The majority of the parcels would have a commercial zoning, with Parcel B remaining as a soccer field used by the high school and Parcel G which would likely be residential. There are precious little unincorporated parcels on the Town's east side. This annexation would provide new grow area and put the City in better position if the Town incorporates. Only one property owner has objected at this point.

Motion by Ald. Benner, seconded by DPW Radtke to recommend to the Common Council the proposed annexation at 1233 Midway Road in relationship with Kwik Trip, Inc. and others. The motion carried.

H. ADJOURNMENT

Motion by Ald. Benner, seconded by Comm. DeCoster, to adjourn at 4:05 PM. The motion carried.

Minutes respectfully submitted by CDC Heim.

RESOLUTION NO. 1-2015

**RESOLUTION DESIGNATING PROPOSED BOUNDARIES
AND APPROVING A PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 13,
CITY OF MENASHA, WISCONSIN**

WHEREAS, the City of Menasha (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed District, to the chief executive officers of Winnebago County, the Menasha School District, and the Fox Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 16, 2015 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Menasha that:

1. It recommends to the Common Council that Tax Incremental District No. 13 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Adopted this _____ day of _____, 2015.

Plan Commission Chair

Secretary of the Plan Commission

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 13
CITY OF MENASHA**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

June 9, 2015

Project Plan for the Creation of Tax Incremental District No. 13

CITY OF MENASHA, WISCONSIN



Organizational Joint Review Board Meeting Held:	Scheduled for June 16 , 2015
Public Hearing Held:	Scheduled for June 16 , 2015
Adoption by Plan Commission:	Scheduled for consideration on June 16, 2015
Adoption by Common Council:	Scheduled for consideration on July 6, 2015
Approval by the Joint Review Board:	TBD

Project Plan for the Creation of Tax Incremental District No. 13

City of Menasha Officials

Common Council

Don Merkes	Mayor
James Taylor	Council President
Rebecca Nichols	Council Member
Wil Krautkramer	Council Member
Mark Langdon	Council Member
Michael Keehan	Council Member
Dan Zelinski	Council Member
Melissa Rollins-Jump	Council Member
Kevin Benner	Council Member

City Staff

Greg Keil	Community Development Director
Peggy Steeno	Director of Administrative Services
Debbie Galeazzi	City Clerk
Pamela Captain	City Attorney

Plan Commission

Gretchen DeCoster	Richard Sturm
Catherin Cruickshank	Mark Radtke
Dave Schmidt	Kara Homan
Kevin Benner	Greg Keil
Mayor Donald Merkes	Dan Zelinski

Joint Review Board

City Representative
Winnebago County
Fox Valley Technical College District
Menasha School District
Public Member

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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District No. 13 (“TID” or “District”) is a proposed 4.25 acre blighted area TID that will be created for the purpose of facilitating redevelopment on the site of the former Hotel Menasha and adjacent bank building at the corner of Main and Mill Streets and a portion of the City-owned Marina Place Parking Lot. The redevelopment project will include construction of a multi-tenant 119,900 square foot office tower and surface parking on the site, as well as construction of a 300 stall parking ramp on City owned property located on Broad Street. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures

The City anticipates making expenditures of approximately \$8.82 million to pay for TID eligible projects (“Project Costs”) within the District. These costs include development incentives, installation of public infrastructure and related administrative expense. Additional development incentives totaling \$1.25 million are expected to be paid with funds from a State of Wisconsin Community Development Investment (“CDI”) grant and with funds transferred from Tax Incremental District No. 5. Authorization for the tax increment sharing from TID No. 5 is being sought concurrently with the approval of this District and Project Plan. In addition to the foregoing project expenditures, the City has included \$1,285,000 for certain “contingent” projects that will facilitate accomplishment of the objectives for the District. These contingent projects will only be undertaken if tax increments realized exceed the levels projected in this Project Plan. The Expenditure Period of this District would be twenty-two years commencing on the date the Common Council adopts the resolution creating it (“Creation Resolution”). Further discussion related to the expenditures to be undertaken, their timing and related financing is included in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land, improvements and personal property value of approximately \$12,500,000 will be created. An additional \$4,800,000 will be invested in the Broad Street parking ramp. Provision of development incentives and installation of certain public infrastructure is necessary to enable creation of this additional value. A table detailing assumptions as to the timing of redevelopment and associated values is located in Section 10 of this Plan. In addition to the incremental property value, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all Project Costs by the year 2042; one year earlier than the 27 year maximum life of this District. The Economic Feasibility Study does not include an assignment of interest earnings to funds the City expects to advance to the TID. To the extent the City determines to recover a reasonable amount of interest on the advanced funds, the TID may need to remain open for its full maximum life.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105 and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered that the redevelopment site is blighted. Given that the City has not received proposals to redevelop the site that did not include a request for Tax Incremental Financing (“TIF”) incentives, it is the judgment of the City that the site will not redevelop independent of creation of the District and use of TIF.
2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are sufficient to pay for the proposed Project Costs.
 - The redevelopment project will create or expand job opportunities in the City both as a result of the construction of the project itself, as well as through the creation of additional office and retail space in the downtown area.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - If approved, the District’s creation would become effective for valuation purposes as of January 1, 2015. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to redevelopment or economic appreciation of property values occurring after January 1, 2015 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Since the redevelopment expected would not occur without creation of the District and use of TIF (see Finding #1) and since the District is expected to generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Wisconsin Statutes Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.
4. Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1. Furthermore, any property standing vacant for the entire seven years preceding adoption of the Creation Resolution does not comprise more than 25% of the area in the District in compliance with Wisconsin Statutes Section 66.1105(4)(gm)1.

5. Based upon the finding made in 4., the District is declared to be a blighted area District based on the identification and classification of the property included within it.
6. The Project Costs relate directly to promoting the elimination of blight consistent with the purpose for which the District is created.
7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2: Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statute Section 66.1105. The District is created as and declared to be a “blighted area” district based upon a finding that at least 50%, by area, of the real property within the District is blighted. In Section 5 of this Plan, the City has identified those properties within the District that meet the criteria of blighted areas as defined in Wisconsin Statutes Section 66.1105(2)(ae)1 and relies on these characterizations as the basis for making the above finding.

Property standing vacant for seven years immediately preceding adoption of the Creation Resolution for this District will not comprise more than 25% of the area in the District in compliance with Wisconsin Statutes Section 66.1105(4)(gm)1. A calculation demonstrating compliance with this test is found as part of the Preliminary Parcel List in Section 5 of this plan.

Maps depicting the boundaries of the District as well as proposed uses and improvement are found in Sections 3 and 8 of this Plan, respectively. The City intends that TIF will be used to assure that redevelopment occurs within the District consistent with the City’s redevelopment objectives. This will be accomplished by making development incentive payments and installing public improvements necessary to promote redevelopment within the District. The City’s goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The Project Costs included in this Plan relate directly to the elimination of blight and are consistent with the purpose for which the District is created.

SECTION 3: Preliminary Map of Proposed District Boundary



SECTION 4: Maps Showing Existing Uses and Conditions



TID 13 - Existing Uses and Conditions

-  Parking Structure
-  Surface Parking
-  Walkway
-  Excluded Parcels
-  TID Boundary
-  Street ROW



SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$73,854,057. This value is less than the maximum of \$119,890,632 in equalized value that is permitted for the City of Menasha. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Menasha, Wisconsin			
Tax Increment District # 13			
Valuation Test Compliance Calculation			
Creation Date	7/6/2015		
	Valuation Data Currently Available 2014	Percent Change	Valuation Data Est. Creation Date 2015
Total EV (TID In)	999,088,600	1.00%	1,009,079,486
12% Test	119,890,632		119,890,632
Increment of Existing TIDs			
TID #1	3,522,400	1.00%	3,557,624
TID #3	609,200	1.00%	615,292
TID #4	2,670,600	1.00%	2,697,306
TID #5	11,441,200	1.00%	11,555,612
TID #6	15,846,200	1.00%	16,004,662
TID #7	3,699,000	1.00%	3,735,990
TID #8	1,321,100	1.00%	1,334,311
TID #9	22,972,300	1.00%	23,202,023
TID #10	1,743,100	1.00%	1,760,531
TID #11	2,503,500	1.00%	2,528,535
TID #12	7,365,500	1.00%	7,439,155
Total Existing Increment	73,694,100		74,431,041
Projected Base of New or Amended District	159,957		159,957
Total Value Subject to 12% Test	73,854,057		74,590,998
Compliance	PASS		PASS

SECTION 7:

Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Utilities

Utility Relocations

To allow for redevelopment, the City will need to relocate sanitary sewer, water system and/or storm water management system facilities serving the District.

Streets and Streetscape

Street, Parking Area and Related Improvements

Redevelopment will require construction or reconstruction of streets, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; utility relocation, street lighting; installation of traffic control signage; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance redevelopment sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Activities Undertaken by Other City Entities

Contribution to the Landmarks Commission, Housing Authority and/or Redevelopment Authority

As Contingent Projects, the City may contribute funds to its Landmarks Commission to operate its Facade Improvement Fund and to the Housing Authority to operate its Housing Rehabilitation Fund. Funds may also be provided to the City's RDA to be used for administration, planning, operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Projects undertaken by these City entities for the purposes stated are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible Project Costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City has identified \$660,000 in potential Project Costs that would be made within the ½ mile radius. These projects are included within the category of "contingent" projects that will only be undertaken if tax increments realized exceed the levels projected in this Project Plan:

Description of Projects Outside of the TID	Estimated Cost
Facade Improvement Fund Capitalization	\$100,000
Housing Rehabilitation Fund Capitalization	\$400,000
Chute Street Parking Lot Rehabilitation	\$160,000
Total	\$660,000

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8: Maps Showing Proposed Improvements and Uses





TID 13 - Contingent Improvements

-  Excluded Parcels
-  TID Boundary
-  Landscape/Streetscape Improvements
-  Mill Street End/Riverwalk/Curtis Reed Square Improvements
-  Chute Street Parking Lot Rehabilitation*
-  Facade Improvement Fund Capitalization*

Housing Rehabilitation Program Capitalization*

*Improvements outside of but within one half mile of the TID.



SECTION 9: Detailed List of Project Costs

All costs are based on 2015 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2015 and the time of construction. The City also reserves the right to increase certain Project Costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Menasha, Wisconsin					
Tax Increment District # 13					
Estimated Project List ¹					
Priority Projects	Incentives 2015-2041	Infrastructure 2015-2016	Admin. 2015-2037		Total
Project Name/Type					
Development Incentives	9,692,635				9,692,635
Walkway		100,000			100,000
Sidewalk, Curb & Gutter and Dumpster		112,000			112,000
Utility Relocations		125,000			125,000
Administrative Costs			42,000		42,000
Less Non-TID Sources ²	(1,250,000)				(1,250,000)
Total Priority Projects	8,442,635	337,000	42,000	0	8,821,635
Contingent Projects	Incentives	Infrastructure	Admin.	Urban Renewal	Total
Project Name/Type					
Mill Street End/Riverwalk/Curtis Reed Square Improvements		125,000			125,000
Facade Improvement Fund Capitalization ³				100,000	100,000
Housing Rehabilitation Fund Capitalization ³				400,000	400,000
Chute Street Parking Lot Rehabilitation ³		160,000			160,000
Land Acquisition for Surface Parking and Parking Lot Improvements		400,000			400,000
Landscape/Streetscape Improvements - Main/Mill/Milwaukee/Broad Streets		100,000			100,000
Total Contingent Projects	0	785,000	0	500,000	1,285,000
Notes:					
¹ Project costs are estimates and are subject to modification as to amount, timing and category of expenditure.					
² CDI grant and transfer from Tax Incremental District No. 5.					
³ Costs for these projects may be incurred within 1/2 mile of the TID boundary.					

Contingent Projects Description

The projects designated as “Contingent” on the table above and listed hereafter are proposed for inclusion in the Project Plan as they will serve to enhance the overall positive impact of the district upon the downtown and the community. They are not, however, included in the financing plan for the district as the amount of increment projected to be available is insufficient to support the projects. Should additional increment be realized, the intention would be to apply it to one or more of the contingent projects.

Mill Street End/Riverwalk/Curtis Reed Square Improvements - \$125,000

Enhancements to the civic green space would improve the downtown environment by making improvements to passive green space areas. These areas would be used and enjoyed by downtown employees, visitors and city residents.

Facade Improvement Fund Capitalization - \$100,000

The Menasha Landmarks Commission has been operating a facade improvement program for many years. This program has benefited many of the buildings within the Upper Main Street historic district. The program fund, originally capitalized by Community Development Block Grant (CDBG) program funds is nearly depleted. Facade improvements help preserve and enhance the tax base and make for a more attractive downtown business environment.

Housing Rehabilitation Program Capitalization -\$400,000

Much of the housing stock within a half mile of the proposed TID boundary is old and is in need of conservation and rehabilitation work. The Menasha Housing Authority has likewise operated a housing program for many years, which was also capitalized by the CDBG program. The funds available within the program are insufficient to meet the housing conservation and rehabilitation needs of the near downtown area. Housing rehabilitation will preserve and enhance the tax base, and will help provide attractive housing choices for downtown employees or those seeking to move to an attractive urban environment.

Chute Street Parking Lot Rehabilitation - \$160,000

The parking ramp to be built in the Broad Street parking lot will displace surface parking stalls, some of which were dedicated to another business entity as well as those which were available for public parking. The Chute Street parking lot is to accommodate some of the displaced parking, however, it is in poor condition and needs to be resurfaced. The Chute Street lot is outside of but is in close proximity to the proposed TID 13. The rehabilitated parking lot will help meet the parking needs of downtown employees and business patrons.

Land Acquisition for Surface Parking and Parking Lot Improvements - \$400,000

Despite the construction of a 300 stall parking structure to serve the office tower and the proposed rehabilitation of the Chute Street parking lot, there will remain a deficiency of parking in the downtown. The deficiency is mostly related to the aforementioned displacement of parking in the Broad Street lot caused by the proposed parking ramp. Approximately 100 additional stalls are needed to provide sufficient parking to satisfy the parking demand imposed by downtown office space and business patron parking.

Landscape-Streetscape Improvements Main/Mill/Milwaukee/Broad Streets -\$100,000

This investment is proposed to improve the function and appearance of the downtown environment by installing landscape/streetscape amenities within street right of way. These improvements will make the downtown more attractive and appealing to businesses and will contribute to the use and enjoyment of the downtown by employees and business patrons. It will significantly contribute to parallel efforts to make the downtown a desirable place to live, work and conduct business.

SECTION 10:

Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A specific description as to the plan of finance follows.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that redevelopment and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Implementation and Finance Plan

Development incentive payments totaling \$9,692,635 are projected to be paid over the life of the District, and consist of three categories of incentive:

- A Developer Building Incentive totaling \$1,750,000. The incentive will be paid in two installments. The first installment of \$750,000 to be paid in 2015 will be funded with a transfer of \$750,000 in tax increments from Tax Incremental District No. 5. Authorization for the tax increment sharing from TID No. 5 is being sought concurrently with the approval of this District and Project Plan. The second installment of \$1,000,000 to be paid in 2016 will be funded with a \$500,000 State of Wisconsin Community Development Investment grant and a \$500,000 advance of other City funds on hand.
- A Developer Ramp Incentive in a principal amount of \$4,800,000. This portion of the incentive will be made on a “pay as you go basis.” Payment of the amounts due to the developer is limited to 95% of the annual tax increments actually collected through the year 2040, and to 5% thereafter. Interest will accrue on unpaid incentive amounts at the rate of 3.50% through September 30, 2026, and at the rate of 5.00% thereafter. Based on the projections found in this Section, incentive payments including the accrued interest are projected to total \$7,559,636 with retirement of the liability in 2040. The City will have no remaining liability for unpaid amounts upon TID closure if tax increment collections over the life of the TID are insufficient to repay the total incentive amount.
- A Developer Maintenance Incentive (for the parking ramp) totaling up to \$382,999. This portion of the incentive will also be made on a “pay as you go basis” and will bear no interest on unpaid amounts. Incentive payments will commence after the Developer Ramp Incentive has been repaid. As with the Developer Ramp Incentive, the City will have no remaining liability for unpaid amounts upon TID closure if tax increment collections over the life of the TID are insufficient to repay the total incentive amount.

In addition to the development incentive payments, the City expects to spend \$337,000 for public infrastructure costs related to the redevelopment project in 2015 and 2016, and \$42,000 for TID related administrative expenses through the life of the District. The infrastructure costs and initial administrative expense will be funded with an advance of other City funds. This advance, along with the advance to pay a portion of the Developer Building Incentive will be recovered through the life of the TID from the 5% of tax increment to be retained by the City (95% after 2040). The cash flow projections contained in this Section do not include an interest accrual on the unpaid City advance amounts. The City reserves the right to accrue and recover a reasonable amount of interest on the advance and will later determine whether to do so based on the actual performance of the TID.

Development Assumptions

City of Menasha, Wisconsin							
Tax Increment District # 13							
Development Assumptions							
Construction Year	Actual	Office Building ¹	Personal Property	Additional Redevelop.	Annual Total	Construction Year	
1 2015		6,000,000			6,000,000	2015	1
2 2016		6,000,000	500,000		6,500,000	2016	2
3 2017					0	2017	3
4 2018					0	2018	4
5 2019					0	2019	5
6 2020					0	2020	6
7 2021					0	2021	7
8 2022					0	2022	8
9 2023					0	2023	9
10 2024					0	2024	10
11 2025					0	2025	11
12 2026					0	2026	12
13 2027					0	2027	13
14 2028					0	2028	14
15 2029					0	2029	15
16 2030					0	2030	16
17 2031					0	2031	17
18 2032					0	2032	18
19 2033					0	2033	19
20 2034					0	2034	20
21 2035					0	2035	21
22 2036					0	2036	22
23 2037					0	2037	23
24 2038					0	2038	24
25 2039					0	2039	25
26 2040					0	2040	26
27 2041					0	2041	27
Totals	0	12,000,000	500,000	0	12,500,000		

Notes:
¹Source of valuation estimate is "Menasha Downtown Redevelopment Project Parameters" document received on 2-25-2015.

Increment Revenue Projections

City of Menasha, Wisconsin Tax Increment District # 13 Tax Increment Projection Worksheet										
Type of District	Blighted Area			Base Value	0					
Creation Date	July 6, 2015			Appreciation Factor	0.00%		Apply to Base Value			
Valuation Date	Jan 1,	2015		Base Tax Rate ¹	\$28.06					
Max Life (Years)	27			Rate Adjustment Factor						
Expenditure Periods/Termination	22	7/6/2037		Tax Exempt Discount Rate	3.50%		465,007			
Revenue Periods/Final Year	27	2043		Taxable Discount Rate	5.00%					
Extension Eligibility/Years	Yes 3									
Recipient District	Yes									
Construction	Valuation	Inflation	Total	Revenue	Tax	Tax Exempt	Taxable	NPV	Taxable	
Year	Value Added	Year	Increment	Year	Rate	Increment	Calculation	Calculation	Calculation	
1	2015	6,000,000	2016	6,000,000	2017	\$28.06	168,338	162,645	160,322	
2	2016	6,500,000	2017	12,500,000	2018	\$28.06	350,704	490,031	478,421	
3	2017	0	2018	12,500,000	2019	\$28.06	350,704	806,346	781,372	
4	2018	0	2019	12,500,000	2020	\$28.06	350,704	1,111,965	1,069,897	
5	2019	0	2020	12,500,000	2021	\$28.06	350,704	1,407,248	1,344,683	
6	2020	0	2021	12,500,000	2022	\$28.06	350,704	1,692,546	1,606,384	
7	2021	0	2022	12,500,000	2023	\$28.06	350,704	1,968,196	1,855,623	
8	2022	0	2023	12,500,000	2024	\$28.06	350,704	2,234,525	2,092,993	
9	2023	0	2024	12,500,000	2025	\$28.06	350,704	2,491,847	2,319,060	
10	2024	0	2025	12,500,000	2026	\$28.06	350,704	2,740,468	2,534,362	
11	2025	0	2026	12,500,000	2027	\$28.06	350,704	2,980,681	2,739,411	
12	2026	0	2027	12,500,000	2028	\$28.06	350,704	3,212,771	2,934,696	
13	2027	0	2028	12,500,000	2029	\$28.06	350,704	3,437,013	3,120,682	
14	2028	0	2029	12,500,000	2030	\$28.06	350,704	3,653,671	3,297,811	
15	2029	0	2030	12,500,000	2031	\$28.06	350,704	3,863,003	3,466,506	
16	2030	0	2031	12,500,000	2032	\$28.06	350,704	4,065,256	3,627,168	
17	2031	0	2032	12,500,000	2033	\$28.06	350,704	4,260,670	3,780,179	
18	2032	0	2033	12,500,000	2034	\$28.06	350,704	4,449,475	3,925,903	
19	2033	0	2034	12,500,000	2035	\$28.06	350,704	4,631,896	4,064,689	
20	2034	0	2035	12,500,000	2036	\$28.06	350,704	4,808,148	4,196,865	
21	2035	0	2036	12,500,000	2037	\$28.06	350,704	4,978,440	4,322,748	
22	2036	0	2037	12,500,000	2038	\$28.06	350,704	5,142,973	4,442,636	
23	2037	0	2038	12,500,000	2039	\$28.06	350,704	5,301,942	4,556,815	
24	2038	0	2039	12,500,000	2040	\$28.06	350,704	5,455,535	4,665,557	
25	2039	0	2040	12,500,000	2041	\$28.06	350,704	5,603,935	4,769,121	
26	2040	0	2041	12,500,000	2042	\$28.06	350,704	5,747,316	4,867,753	
27	2041	0	2042	12,500,000	2043	\$28.06	350,704	5,885,848	4,961,689	
Totals		12,500,000	0		Future Value of Increment		9,286,643			

Notes:
 1 Base tax rate shown is actual rate for the 2014/2015 levy taken from DOR Form PC-202 (Tax Increment Collection Worksheet).

Cash Flow

City of Menasha, Wisconsin																
Tax Increment District # 13																
Cash Flow Projection																
Year	Projected Revenues					Expenditures							Balances			Year
	Tax Increments	Transfer from TID No. 5 ¹	Advances from Other Funds ²	CDI Grant	Total Revenues	Developer Building Incentive ³	Developer Ramp Incentive ⁴	Maintenance Incentive ⁵	Other Project Costs ⁶	Admin.	Repay City Advances ⁷	Total Expenditures	Annual	Cumulative	Principal Outstanding ⁸	
2015		750,000	357,000		1,107,000	750,000			337,000	20,000		1,107,000	0	0	1,739,999	2015
2016			501,000	500,000	1,001,000	1,000,000				1,000		1,001,000	0	0	6,138,999	2016
2017	168,338				168,338		159,921			1,000	7,417	168,338	0	0	6,141,692	2017
2018	350,704				350,704		333,169			1,000	16,536	350,704	0	0	5,960,856	2018
2019	350,704				350,704		333,169			1,000	16,535	350,704	0	0	5,774,271	2019
2020	350,704				350,704		333,169			1,000	16,536	350,704	0	0	5,581,733	2020
2021	350,704				350,704		333,169			1,000	16,535	350,704	0	0	5,383,035	2021
2022	350,704				350,704		333,169			1,000	16,535	350,704	0	0	5,177,962	2022
2023	350,704				350,704		333,169			1,000	16,536	350,704	0	0	4,966,289	2023
2024	350,704				350,704		333,169			1,000	16,535	350,704	0	0	4,747,787	2024
2025	350,704				350,704		333,169			1,000	16,536	350,704	0	0	4,522,216	2025
2026	350,704				350,704		333,169			1,000	16,535	350,704	0	0	4,289,329	2026
2027	350,704				350,704		333,169			1,000	16,535	350,704	0	0	4,095,689	2027
2028	350,704				350,704		333,169			1,000	16,536	350,704	0	0	3,893,193	2028
2029	350,704				350,704		333,169			1,000	16,535	350,704	0	0	3,681,399	2029
2030	350,704				350,704		333,169			1,000	16,536	350,704	0	0	3,459,842	2030
2031	350,704				350,704		333,169			1,000	16,535	350,704	0	0	3,228,035	2031
2032	350,704				350,704		333,169			1,000	16,535	350,704	0	0	2,985,463	2032
2033	350,704				350,704		333,169			1,000	16,536	350,704	0	0	2,731,590	2033
2034	350,704				350,704		333,169			1,000	16,535	350,704	0	0	2,465,850	2034
2035	350,704				350,704		333,169			1,000	16,536	350,704	0	0	2,187,649	2035
2036	350,704				350,704		333,169			1,000	16,535	350,704	0	0	1,896,366	2036
2037	350,704				350,704		333,169			1,000	16,535	350,704	0	0	1,591,345	2037
2038	350,704				350,704		333,169				17,536	350,704	0	0	1,270,899	2038
2039	350,704				350,704		333,169				17,535	350,704	0	0	935,309	2039
2040	350,704				350,704		70,001	263,168			17,535	350,704	0	0	587,105	2040
2041	350,704				350,704			119,831			230,873	350,704	0	0	236,401	2041
2042	350,704				350,704						236,401	236,401	114,303	114,303	0	2042
2043	350,704				350,704						0	0	350,704	465,007	0	2043
Total	9,286,643	750,000	858,000	500,000	11,394,643	1,750,000	7,559,636	382,999	337,000	42,000	858,000	10,929,635				Total

Notes:

¹Concurrent with the creation of TID No. 13, the City is amending the Project Plan for TID No. 5 to permit it to share excess increment with TID No. 13.

²The City will advance funds on hand to pay the costs of the walkway; sidewalk; curb & gutter; dumpster; utility relocations, and initial administrative costs.

³The developer building incentive will be paid in two installments: \$750,000 due following amendment of the TID No. 5 Project Plan, and \$1,000,000 due not later than one year following commencement of construction.

⁴Ramp incentive payments due 10/1 annually commencing 10/1/2017 in installments equal to 95% of the actual increment generated by the project. Ramp incentive amount based on principal of \$4,800,000 accruing interest on unpaid balances at a rate of 3.50% through 9-30-2026 and 5.00% thereafter. After 2041, allocation of increment to any unpaid balances drops to 5%.

⁵After full payment of the ramp incentive, the developer may receive additional maintenance incentives provided that the sum of the ramp and maintenance incentives will not exceed \$7,942,628.

⁶Includes cost of walkway; sidewalk; curb & gutter; dumpster; and utility relocations.

⁷All annual surplus amounts will be used to reduce the City advance. The City will determine whether to recover interest on the advanced amounts based on the actual performance of the TID.

⁸Reflects year end outstanding principal amounts of the Building Incentive, Ramp Incentive, Maintenance Incentive and City Advances.

Projected TID Closure

SECTION 11: Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12: Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate that the District will require any changes in zoning ordinances.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Menasha Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances required for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow the requirements of Wisconsin Statutes Chapter 32.

SECTION 16: Orderly Development of the City of Menasha

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are costs for projects to be undertaken within the District that will be paid from sources other than tax increments. Examples would include:

- A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The following is a list of the estimated non-Project Costs included within this Project Plan:

Description of Non-Project Costs	Estimated Cost
Developer Building Incentive	\$1,250,000
Total	\$1,250,000

The total Developer Building Incentive amount is \$1,750,000. Of this total, \$500,000 will be paid with funds initially advanced by the City and recovered through the life of the District. This portion of the incentive payment is an eligible Project Cost. The balance of the incentive payment will be paid with a \$750,000 transfer of tax increments from Tax Incremental District No. 5 and a \$500,000 State of Wisconsin Community Development Investment grant. These latter two amounts constitute non-Project Costs.

SECTION 18:
Opinion of Attorney for the City of Menasha Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

June 8, 2015

SAMPLE

Mayor Donald Merkes
City of Menasha
140 Main Street
Menasha, Wisconsin 54952

RE: City of Menasha, Wisconsin Tax Incremental District No. 13

Dear Mayor:

As City Attorney for the City of Menasha, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Pamela Captain
City of Menasha

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2014		Percentage		
Winnebago County	4,034,274			19.32%		
Technical College	836,436			4.01%		
City of Menasha	7,683,074			36.80%		
Menasha School District	8,325,196			39.87%		
Total	20,878,980					

Revenue Year	Winnebago County	City of Menasha	Menasha School District	Technical College	Total	Revenue Year
2017	32,527	61,945	67,122	6,744	168,338	2017
2018	67,764	129,053	139,838	14,050	350,704	2018
2019	67,764	129,053	139,838	14,050	350,704	2019
2020	67,764	129,053	139,838	14,050	350,704	2020
2021	67,764	129,053	139,838	14,050	350,704	2021
2022	67,764	129,053	139,838	14,050	350,704	2022
2023	67,764	129,053	139,838	14,050	350,704	2023
2024	67,764	129,053	139,838	14,050	350,704	2024
2025	67,764	129,053	139,838	14,050	350,704	2025
2026	67,764	129,053	139,838	14,050	350,704	2026
2027	67,764	129,053	139,838	14,050	350,704	2027
2028	67,764	129,053	139,838	14,050	350,704	2028
2029	67,764	129,053	139,838	14,050	350,704	2029
2030	67,764	129,053	139,838	14,050	350,704	2030
2031	67,764	129,053	139,838	14,050	350,704	2031
2032	67,764	129,053	139,838	14,050	350,704	2032
2033	67,764	129,053	139,838	14,050	350,704	2033
2034	67,764	129,053	139,838	14,050	350,704	2034
2035	67,764	129,053	139,838	14,050	350,704	2035
2036	67,764	129,053	139,838	14,050	350,704	2036
2037	67,764	129,053	139,838	14,050	350,704	2037
2038	67,764	129,053	139,838	14,050	350,704	2038
2039	67,764	129,053	139,838	14,050	350,704	2039
2040	67,764	129,053	139,838	14,050	350,704	2040
2041	67,764	129,053	139,838	14,050	350,704	2041
2042	67,764	129,053	139,838	14,050	350,704	2042
2043	67,764	129,053	139,838	14,050	350,704	2043
	<u>1,794,382</u>	<u>3,417,311</u>	<u>3,702,917</u>	<u>372,034</u>	<u>9,286,643</u>	

Notes:
 The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

RESOLUTION NO. 2-2015

**RESOLUTION APPROVING A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT NO. 5
CITY OF MENASHA, WISCONSIN**

WHEREAS, the City of Menasha (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 5 (the "District") was created by the City on September 9, 1998 as an industrial district; and

WHEREAS, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105, (the "Tax Increment Law"); and

WHEREAS, such amendment will allow for the District to share surplus increments with Tax Incremental District No. 13 under the provisions of Wisconsin Statutes Section 66.1105(6)(f); and

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Winnebago County, the Menasha School District, and the Fox Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 16, 2015 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Menasha that:

1. The boundaries of Tax Incremental District No. 5 remain unchanged as specified in Exhibit A of this Resolution
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Amendment of the Project Plan of the District promotes orderly development in the City.

Adopted this _____ day of _____, 2015.

Plan Commission Chair

Secretary of the Plan Commission

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 5
CITY OF MENASHA**

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

June 10, 2015

Tax Incremental District No. 5 Project Plan Amendment to Allow Increment Sharing with Tax Incremental District No. 13

CITY OF MENASHA, WISCONSIN



Organizational Joint Review Board Meeting Held:	Scheduled for June 16 , 2015
Public Hearing Held:	Scheduled for June 16 , 2015
Adoption by Plan Commission:	Scheduled for consideration on June 16, 2015
Adoption by Common Council:	Scheduled for consideration on July 6, 2015
Approval by the Joint Review Board:	TBD



Tax Incremental District No. 5 Project Plan Amendment

City of Menasha Officials

Common Council

Don Merkes	Mayor
James Taylor	Council President
Rebecca Nichols	Council Member
Wil Krautkramer	Council Member
Mark Langdon	Council Member
Michael Keehan	Council Member
Dan Zelinski	Council Member
Melissa Rollins-Jump	Council Member
Kevin Benner	Council Member

City Staff

Greg Keil	Community Development Director
Peggy Steeno	Director of Administrative Services
Debbie Galeazzi	City Clerk
Pamela Captain	City Attorney

Plan Commission

Gretchen DeCoster	Richard Sturm
Catherin Cruicksharnk	Mark Radtke
Dave Schmidt	Kara Homan
Kevin Benner	Greg Keil
Mayor Donald Merkes	Dan Zelinski

Joint Review Board

City Representative
Winnebago County
Fox Valley Technical College District
Menasha School District
Public Member

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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District No. 5 (“TID”, “District” or “Donor District”) is an existing industrial district created by the City of Menasha on September 9, 1998. A current map of the District boundaries is found in Section 3 of this Plan.

Prior Amendments

Amendments to add additional territory to the District and to modify the list of eligible Project Costs were approved in 2002 and 2005. These amendments were the first and second of four territory amendments permitted for this District. The District’s Project Plan was also amended in 2008 to allow it to share surplus increment with Tax Incremental Districts No. 7 and 8.

Purpose of this Amendment

The purpose of this Amendment is to allow the District to share surplus increments with the Tax Incremental District No. 13 (“Recipient TID” or “Recipient District”) under the provisions of Wisconsin Statutes Section 66.1105(6)(f). The Recipient TID is a proposed blighted area TID being created for the purpose of facilitating redevelopment on the site of the former Hotel Menasha and adjacent bank building at the corner of Main and Mill Streets. The redevelopment project will include construction of a multi-tenant 109,000 square foot office tower on the site, as well as construction of a 300 stall parking ramp on City owned property located on Broad Street. The process to create the Recipient TID will run concurrent with consideration of this proposed Amendment.

Estimated Total Project Expenditures

The additional Project Costs to be incurred under this Amendment are limited to the sharing of \$750,000 of surplus increment with the Recipient District via a one-time transfer to be made in 2015. The expenditure period of the District terminates on September 9, 2016.

Economic Development

Authorizing the District to share increments with the Recipient District will provide essential resources needed to allow the Recipient District to accomplish the economic development goals set forth in its Project Plan. Without this assistance, the redevelopment project cannot proceed. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The District has a maximum statutory life of 23 years, and must close not later than September 9, 2021. Considering only existing increment value and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2017, enabling the District to close four years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District to allow transfer of \$750,000 in funds to the Recipient District will shift the projected closure year from 2017 to 2020.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of the Donor District, that the “but for” test was met. The Joint Review Board will be asked to reach this same conclusion with respect to the Recipient District as part of its consideration of that district. As demonstrated in the Economic Feasibility section of this Amendment, the Recipient District will not recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment project and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test is satisfied with respect to the proposed Amendment.
2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - Approval of the ability to share increment with the Recipient District is necessary to enable that district to realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its Project Costs, and has surplus increment available to pay for some of the Project Costs of the Recipient District, the economic benefits that have already been generated are than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** Given that it is likely that the Recipient District will not achieve the objectives of its Project Plan without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended.
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.

5. Based upon the original findings documented in the District's Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared an industrial district based on the identification and classification of the property included within it.
6. The Project Costs of the District relate directly to promoting industrial development in the District consistent with the purpose for which the District was created.
7. The improvements of such area are likely to enhance significantly the value of substantially all of the other real property in the District.
8. The amount of territory within the District which the City estimates will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b) will not change as a result of this amendment.
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on September 9, 1998 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 1998.

The District is an "Industrial District," created on a finding that at least 50%, by area, of the real property within the District was zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101. Since this amendment does not add any territory to the District, the District remains in compliance with this provision. Any real property within the District that was found suitable for industrial sites and was zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the Donor District have been amended twice prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains an industrial district based on the identification and classification of the property included within the District.

SECTION 4: Map Showing Existing Uses and Conditions

There will be neither changes to District boundaries nor any changes to the existing uses and conditions within the District as a result of this Amendment. Please refer to the original TID Project Plan and subsequent Project Plan Amendments for prior maps showing the existing uses and conditions of property.

SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional Project Costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the original Project Plan and subsequent Project Plan Amendments remains in effect.

SECTION 7: Map Showing Proposed Improvements and Uses

There will be neither changes to District boundaries nor any changes to the existing uses and conditions within the District as a result of this Amendment. Please refer to the original TID Project Plan and subsequent Project Plan Amendments for prior maps showing the proposed improvements and uses of property.

SECTION 8: Detailed List of Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional Project Costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the original Project Plan and subsequent Project Plan Amendments remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105(6)(f) which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The Donor District is able to demonstrate, based on the positive tax increments that are currently generated, that it has sufficient revenues to pay for all Project Costs that have been incurred under the Project Plan for that District and sufficient surplus revenues to pay for some of the eligible costs of the Recipient District.
- The Recipient District was created upon a finding that not less than 50 percent, by area, of the real property within the District is blighted or in need of rehabilitation, or the Project Costs in the District are used to create, provide, or rehabilitate low-cost housing or to remediate environmental contamination.

The Donor District and Recipient District have the same overlapping taxing jurisdictions, and the Recipient District is being created on a finding that not less than 50 percent, by area, of the real property within the District is blighted.

The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its Project Costs, and that surplus increments remain that can be allocated to pay some of the Project Costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

Projected Cash Flow Prior to Transfer to Recipient District

TIF #5 Fund 457

6/1/2015

TAX YEAR / COLLECTION YEAR	TAX INCREMENT	TIF (TAX) RATE	TIF AMOUNT	EXEMPT COMPUTER AID	OTHER REVENUES	DEBT SERVICE	OTHER EXPENSES	Donor to Other TID's (#7 & #8)	Donor to TIF #13	END OF YEAR FUND BALANCE	REMAINING LIABILITIES ¹
2012/2013	\$10,360,000	\$27.877	\$288,809	\$263,953	\$1,171,958	\$235,591	\$10,146			\$2,134,454	
2013/2014	\$10,510,800	\$28.207	\$296,480	\$296,124	\$608	\$1,415,855	\$13,462	\$109,710		\$1,188,639	
2014/2015	\$11,441,200	\$28.056	\$320,998			\$265,500	\$10,500	\$18,048		\$1,215,589	\$1,660,921
2015/2016	\$11,441,200	\$28.056	\$320,998			\$278,064	\$7,650	\$24,748		\$1,226,125	\$1,399,615
2016/2017	\$11,441,200	\$28.056	\$320,998			\$278,714	\$150	\$143,173		\$1,125,086	\$1,009,068
2017/2018	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$264,000		\$1,012,840	\$597,711
2018/2019	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$114,500		\$1,050,094	\$330,697
2019/2020	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$9,500		\$1,192,348	\$163,376
2020/2021	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150			\$1,344,102	(\$0)
\$9,728,308											

NOTES:

¹Includes end of year G.O. debt principal balance outstanding plus sum of remaining planned transfers to TIDs 7, 8 and 13.

Projected Cash Flow Following Transfer to Recipient District

TIF #5 Fund 457

6/1/2015

TAX YEAR / COLLECTION YEAR	TAX INCREMENT	TIF (TAX) RATE	TIF AMOUNT	EXEMPT COMPUTER AID	OTHER REVENUES	DEBT SERVICE	OTHER EXPENSES	Donor to Other TID's (#7 & #8)	Donor to TIF #13	END OF YEAR FUND BALANCE	REMAINING LIABILITIES ¹
2012/2013	\$10,360,000	\$27.877	\$288,809	\$263,953	\$1,171,958	\$235,591	\$10,146			\$2,134,454	
2013/2014	\$10,510,800	\$28.207	\$296,480	\$296,124	\$608	\$1,415,855	\$13,462	\$109,710		\$1,188,639	
2014/2015	\$11,441,200	\$28.056	\$320,998			\$265,500	\$10,500	\$18,048	\$750,000	\$465,589	\$1,660,921
2015/2016	\$11,441,200	\$28.056	\$320,998			\$278,064	\$7,650	\$24,748		\$476,125	\$1,399,615
2016/2017	\$11,441,200	\$28.056	\$320,998			\$278,714	\$150	\$143,173		\$375,086	\$1,009,068
2017/2018	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$264,000		\$262,840	\$597,711
2018/2019	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$114,500		\$300,094	\$330,697
2019/2020	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150	\$9,500		\$442,348	\$163,376
2020/2021	\$11,441,200	\$28.056	\$320,998			\$169,094	\$150			\$594,102	(\$0)
\$9,728,308											

NOTES:

¹Includes end of year G.O. debt principal balance outstanding plus sum of remaining planned transfers to TIDs 7, 8 and 13.

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Menasha Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances required for implementation of this Plan Amendment.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with the implementation of this Plan Amendment. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow the requirements of Wisconsin Statutes Chapter 32.

SECTION 14: Orderly Development of the City of Menasha

This Project Plan Amendment will have no impact on the viability of the original District Project Plan or its subsequent Amendments as it relates to the orderly development of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are costs for projects to be undertaken within the District that will be paid from sources other than tax increments. Examples would include:

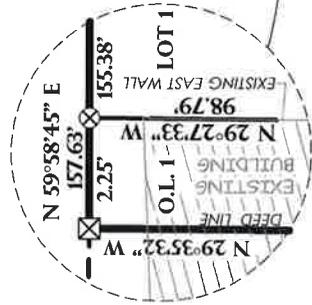
- A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-Project Costs in the implementation of this Project Plan.

PRELIMINARY

WINNEBAGO COUNTY CERTIFIED SURVEY MAP

OF PART OF LOT 3, CERTIFIED SURVEY MAP #5353, ALL OF LOTS 26 AND 25 AND A PART OF LOTS 23, 24, 27 AND 28, BLOCK 2, ORIGINAL PLAT OF THE TOWN OF MENASHA, LOCATED IN SECTION 22, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.



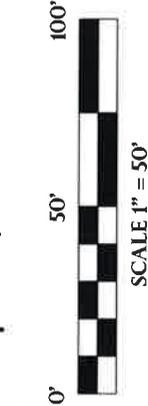
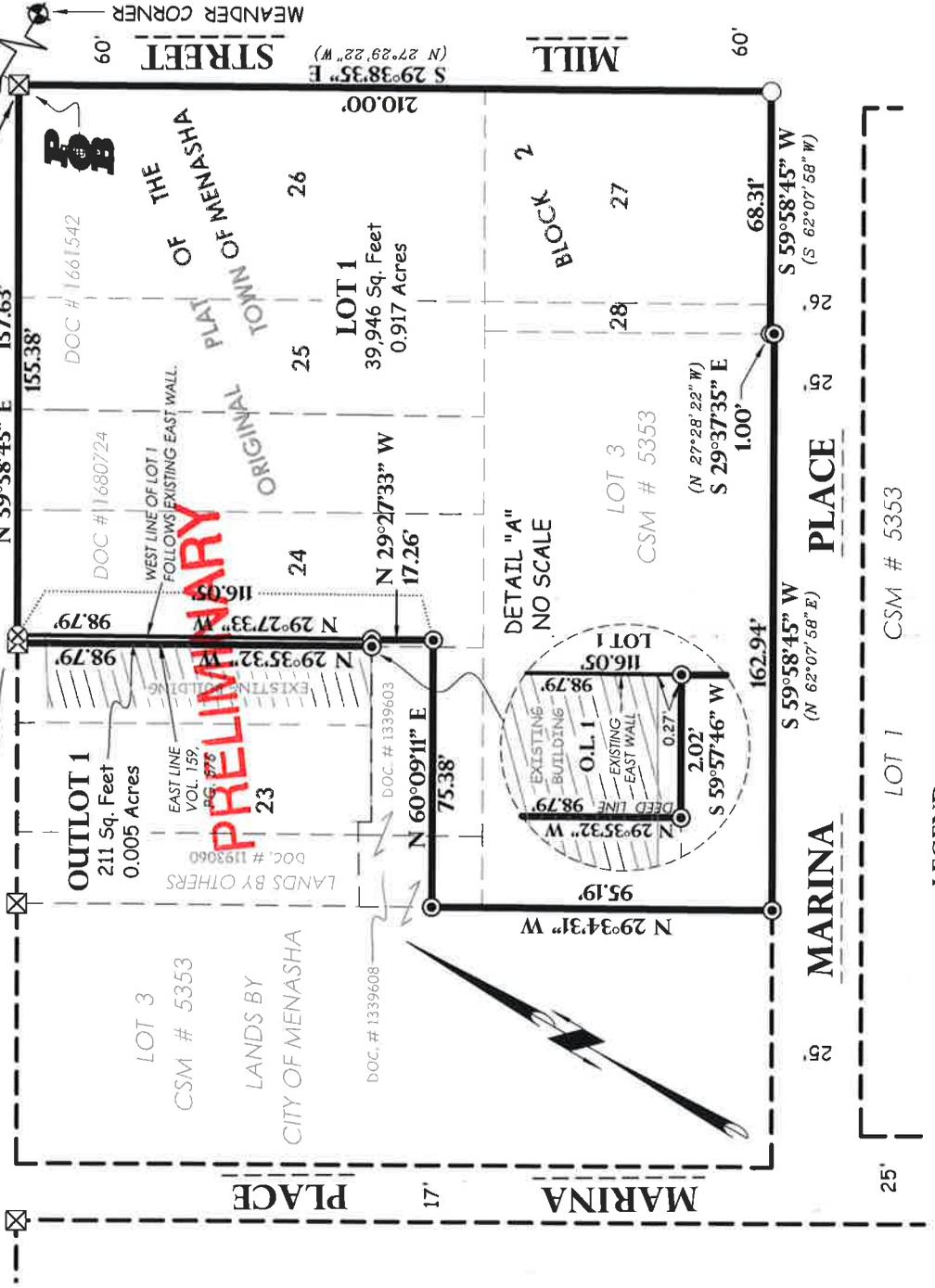
1/4 CORNER
SEC. 22-20-17

NOTE
OUTLOT 1 CREATED FOR THE PURPOSE OF CONVEYANCE TO OWNER OF ADJACENT LANDS.

S 89°46'12" E
NORTH LINE NE1/4
1545.23' 2136.52'

MAIN STREET

DETAIL "A"
NO SCALE



LEGEND

- ⊙ 3/4" O.D. X 18" IRON BAR SET WEIGHING 150 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- ⊗ CHISELED "X" IN CONC. SET
- ⊕ BERNTSEN ALUM. MON. FOUND
- ⊠ CHISELED "X" IN CONC. FOUND
- () RECORDED AS

BASE FOR BEARING

THE NORTH LINE OF THE NE1/4, SEC. 22, T.20N, R.17 E, ASSUMED TO BEAR S 89°46'12"E.

PRELIMINARY



Civil Engineering
Land Surveying
Landscape Architecture
Jordan G. Brost, PLS #3009
5709 Windy Drive, Suite D
Stevens Point, WI 54482
715.344.9999(PH) 715.344.9922(FAX)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST
AND DRAWN BY JORDAN BROST

FIELD BOOK GB 2 PAGE 33-36
JOB # 15-401

SHEET 1 OF 2 SHEETS

WINNEBAGO COUNTY CERTIFIED SURVEY MAP

I, Jordan G Brost, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of Lot 3, Certified Survey Map #5353, all of Lots 26 and 25 and part of Lots 23, 24, 27, and 28 of Block 2, Original Plat of the Town of Menasha, located in the Northeast ¼ of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the North ¼ corner of Section 22, Township 20 North, Range 17 East; thence S 89°46'12"E along the North line of the Northeast ¼ of said Section 22, 1545.23 feet; thence S 00°00'00"W, 5.45 feet to the Northeastly corner of Block 2, Original Plat of the Town of Menasha and the point of beginning (POB) of the parcel to be described; thence S 29°38'35"E along the Westerly line of Mill Street, 210.00 feet to the North line of Marina Place; thence S 59°58'45"W along the North line of Marina Place, 68.31 feet; thence S 29°37'35"E, along the North line of Marina Place, 1.00 feet to the Southeastly corner of Lot 3, Certified Survey Map #5353; thence S 59°58'45"W along the North line of Marina Place, 162.94 feet; thence N 29°34'31"W along the Westerly line of lands described and recorded in Document # 1339608 and the southerly extension thereof, 95.19 feet; thence N 60°09'11"E, 75.38 feet; thence N 29°27'33"W, 17.26 feet to the Northerly line of lands described and recorded in Document # 1339607; thence S 59°57'46"W along the Northerly line of lands described and recorded in Document #1339607, 2.02 feet to the Northwesterly corner thereof, said point also being the Southeastly corner of Lands described and recorded in Volume 159, Page 576; thence N 29°35'32"W along the Easterly line of Lands described and recorded in Volume 159, Page 576, 98.79 feet to the Northerly line of Block 2, Original Plat of the Town of Menasha, also being the South line of Main Street; thence N 59°58'45"E along the South line of Main Street, 157.63 feet to the point of beginning.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of Performa, Inc.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Menasha in surveying, dividing and mapping the same.

Dated this 20th day of April, 2015.

PRELIMINARY
Jordan G. Brost
P.L.S. No. S-3009

Prepared by:
Point Of Beginning, Inc.
5709 Windy Drive, Suite D
Stevens Point, WI 54481

Prepared for:
Performa, Inc.
124 N. Broadway
De Pere, WI 54115
Job # 15.401

GROUND LEASE

This Ground Lease (this "Lease") is entered into as of July 7, 2015, by and between the **City of Menasha**, a Wisconsin municipal corporation ("Lessor") and **Menasha Downtown Development, LLC**, a Wisconsin limited liability company ("Lessee"). Lessor and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Lessor owns the real property legally described on attached Exhibit A (the "Premises").

B. Lessor and Lessee have entered into that certain Developer Agreement dated June ____, 2015 ("Development Agreement"), which is hereby incorporated by reference, pursuant to which Lessor is required to enter into a ground lease with Lessee with respect to the Premises. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Development Agreement.

B. Lessee desires to enter into a lease of the Premises for the purpose of constructing certain improvements thereon.

C. Lessor desires to enter into a lease with Lessee hereunder for such purpose on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the rent herein stipulated to be paid and other provisions to be performed, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I DEMISE OF PREMISES

Lessor hereby demises and leases the Premises to Lessee, and Lessee hereby takes and leases the Premises from Lessor, for the Term and upon the provisions hereinafter specified.

ARTICLE II CERTAIN DEFINITIONS

Together with other capitalized words, terms and phrases specifically defined in this Lease and in the Development Agreement, the following capitalized words, terms and phrases shall have the meanings set forth below:

- (a) "Additional Rent" means all Rent other than Rent.
- (b) "Assignment" means an assignment to a third party by Lessee of all of its rights and obligations under this Lease.

(c) “Assignee” means the assignee under an Assignment.

(d) “Commencement Date” means July 7, 2015.

(e) “Governmental Authorities” means all federal, state and municipal governments, courts, departments, commissions, boards, and officers having jurisdiction over the Premises, the improvements or the construction thereof, Lessor or Lessee.

(f) “Governmental Requirements” means all present and future laws, ordinances, rules, regulations and requirements of any Governmental Authority having jurisdiction over the improvements or the Premises or the use of either of them of this Lease and all building permits and other licenses and approvals required by the appropriate Governmental Authorities in connection with the improvements or this Lease.

(g) “Leasehold Estate” means Lessee’s interest in and to the Premises pursuant to this Lease including any improvements constructed on the Premises by Lessee.

(h) “Leasehold Mortgagee” means any lender which holds a Leasehold Mortgage.

(i) “Lease Year” means a period of twelve (12) consecutive months. The first Lease Year shall commence as of the Commencement Date and shall end the day prior to the first anniversary of such Commencement Date. Each subsequent Lease Year shall commence as of the subsequent anniversary of the Commencement Date.

(j) “Rent” means all amounts payable by Lessee to Lessor for the use of the Premises under this Lease.

(k) “Term” means the duration of this Lease. The Term shall commence on the Commencement Date and end on the termination of the Tax Incremental District as defined in the Development Agreement, unless sooner terminated in accordance with the terms of this Lease.

ARTICLE III TERM

Subject to the provisions hereof, Lessee shall have and hold the Premises for the Term.

ARTICLE IV RENT

Lessee shall pay rent (“Rent”) to Lessor during the Term of this Lease in the amount of One Dollar (\$1.00) per year, payable in advance on the Commencement Date and thereafter on

the first day of each Lease Year during the Term. Lessee shall pay Additional Rent as provided elsewhere in this Lease.

ARTICLE V NET LEASE

This Lease shall be a net lease, meaning that, subject to the terms of the Development Agreement, Lessee shall pay all utilities and other expenses relating to the ownership and operation of the Premises during the Term, including without limitation, all charges for water, sewer, utility or communication services which accrue against the Premises during the Term hereof. Any such amounts paid by Lessor shall be Additional Rent and shall be reimbursed by Lessee upon Lessor providing Lessee with a copy of the paid bills for such expenses. Lessee shall maintain the Premises in accordance with industry standards, which shall include regular maintenance and inspections. Lessee shall keep a log of all such maintenance and inspections. Lessor shall be permitted to inspect the condition of the Premises and review and receive a copy of all maintenance and inspection records of Lessee relating to the Premises at any time during the Term of this Lease upon reasonable advance notice.

In the event that Lessee is required to pay any real or personal property tax not attributed to the value of the Building (as defined in the Development Agreement) during any Lease Year, Lessor acknowledges and agrees that the total amount of Performance Incentive (as such term is defined in the Development Agreement) shall automatically be increased by the amount of such tax paid by Lessee and the Performance Incentive payable to Lessee in such lease year shall automatically be increased by such amount.

ARTICLE VI DEVELOPMENT OF THE PREMISES

Section 6.1. Scope of Development. Lessee intends to improve the Premises by constructing a Parking Garage as described in the Development Agreement. Lessor hereby authorizes Lessee to construct such improvements, subject to Lessee receiving all required governmental approvals.

Section 6.2. Costs of Construction. The entire cost and expense of constructing any and all improvements to the Premises shall be borne and paid by Lessee, subject to the terms of the Development Agreement.

Section 6.3. Responsibilities of Lessor.

(a) **Governmental Approvals.** Lessor will assist and cooperate with Lessee in connection with reasonable requests by Lessee to obtain all Governmental Requirements, permits, licenses, variances, or other approvals from any Governmental Authority which may be reasonably necessary for or which will facilitate the development, operation and use of the improvements pursuant to this Lease.

(b) Easements. Lessor agrees to join in granting or dedicating such public or private utility company easements as may be reasonably required for the development of the Premises in accordance with this Lease.

ARTICLE VII NO ASSIGNMENT OR SUBLETTING

Neither Party may assign this Lease or any interest herein, or otherwise sell, lease, transfer or convey any right, title or interest in this Lease without the express written consent of the other Party.

ARTICLE VIII MORTGAGING

Section 9.1. Lessee's Right to Mortgage. Lessee shall have the right, from time to time, to encumber, hypothecate or mortgage Lessee's Leasehold Estate to a Leasehold Mortgagee with the prior consent of Lessor (a "Leasehold Mortgage"); provided, however, that no such Leasehold Mortgage shall be valid or effective until there shall be delivered to Lessor a conformed original or certified copy of the recorded Leasehold Mortgage, containing the name and address of the Leasehold Mortgagee. (For purposes of this Lease, the term "Leasehold Mortgage" shall include a mortgage, deed of trust of any other real property security instrument by which Lessee may encumber, hypothecate or mortgage all or part of Lessee's Leasehold Estate pursuant to the terms hereof.) In no event shall Lessor be obligated to encumber its fee interest in the Premises under any such Leasehold Mortgage.

Section 9.2. Leasehold Mortgagee's Rights. Should Lessee give a valid Leasehold Mortgage on its Leasehold Estate to a Leasehold Mortgagee, it is agreed by and between Lessor and Lessee as follows:

(a) Lessor will mail to the Leasehold Mortgagee a copy of any default notice or other communication from Lessor to Lessee under this Lease at the time of giving such notice or communication to Lessee.

(b) In the event a default under the Leasehold Mortgage shall have occurred, the Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(c) No surrender (except a surrender upon the expiration or the Term upon termination by Lessor pursuant and subject to the provisions of this Lease) by Lessee to Lessor of this Lease, or of the Premises, or any part thereof, or of the improvements thereon, or of any interest therein, and no termination or rejection of this Lease by Lessee shall be valid or effective, and neither this Lease nor any of the terms hereof may be amended, modified, changed, rejected or canceled without the prior written consent of the Leasehold Mortgagee.

(d) Notwithstanding any other provisions contained herein, this Lease may be assigned to a Leasehold Mortgagee by an Assignment in lieu of foreclosure of a Leasehold Mortgage or pursuant to a foreclosure sale or pursuant to a power of sale under a Leasehold Mortgage and may be further assigned by the Assignee or purchaser without the prior consent of Lessor, provided the ultimate Assignee assumes the Lessee's obligations under this Lease (including, without limitation, the payment of all Rent and other charges as they become due) and an executed counterpart of such assumption is delivered to Lessor. If the Leasehold Mortgagee shall be the Assignee of this Lease, its liability under such assumption agreement shall be limited to the period of ownership of this Lease, provided that the party to whom this Lease is assigned by the Leasehold Mortgagee shall deliver to Lessor at the time of such assignment a like assumption agreement, but without limitation as to duration of liability.

(e) The provisions of this Section are for the benefit of, and are enforceable by, the Leasehold Mortgagee.

(f) Lessor and Lessee hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provisions which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the Leasehold Mortgage protection provisions contained in this Lease and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate any such amendment; provided, however, that any such amendment shall not in any way affect the Term or Rent under this Lease, nor otherwise in any material respect adversely affect any rights of Lessor under this Lease.

ARTICLE IX USE OF THE PREMISES

Section 10.1. Private Use. Subject to the provisions on Section 10.2 below, Lessor covenants that Lessee may peaceably and quietly enjoy the Premises and may use the Premises for any lawful purpose consistent with the development of the Premises in accordance with Article VI hereof.

Section 10.2. Public Use. During the Term of this Lease, consistent with the terms of the Development Agreement, Lessee shall allow Lessor to operate the ground floor of the Parking Garage to be constructed on the Premises as public parking outside of the normal business hours of Lessee and its invitees, including without limitation, tenants of the office building to be constructed by Lessee. Lessor shall cause its insurance to be primary during all hours of public use of the Premises. All policies of insurance to be carried by Lessor under this Lease shall name Lessee and Lessor as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessee at least thirty (30) days' prior written notice. The insurance shall be with an insurance company authorized to do business in Wisconsin and a copy of the paid-up policy evidencing such insurance or certificates of insurers certifying to the

issuance of such policy shall be delivered to Lessee prior to commencement of the Term and upon renewals not less than thirty (30) days prior to the expiration of such coverage. Such policy shall also provide that no act or default of any person other than Lessee or its agent shall render the policy void as to Lessee or affect Lessee's right to recover thereon.

**ARTICLE X
NOTICES**

Any notice given in connection with this agreement shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery.
- (b) By delivery by an express mail service.
- (c) By mailing via first class United States mail, postage prepaid, addressed to the last known address of the recipient.

Notice by mailing in the first class United States mails as described shall be deemed given upon mailing. All other forms of notice shall be effective upon receipt. Until further notice, notices by mail shall be addressed as follows:

- If to Lessor: City of Menasha
Attention: Mayor
140 Main Street
Menasha, WI 54952

- With a copy to: City Attorney
City of Menasha
140 Main Street
Menasha, WI 54952

- If to Lessee: Menasha Downtown Development, LLC
Attn: John J. Hogerty II
1 Neenah Center, Suite 700
Neenah, WI 54956-3053

**ARTICLE XI
FORCE MAJEURE**

If Lessee is in default under this Lease for any reason and the default is caused by labor disputes, fire or other unavoidable casualties, unusual delay in deliveries, abnormal adverse weather conditions or any other causes beyond the reasonable control of Lessee, Lessee shall be allowed a reasonable extension of time meet its obligations under this Lease to account for the delay caused by any of the named events.

**ARTICLE XII
MISCELLANEOUS**

This Lease is binding upon the Parties and their respective representatives, successors and assigns. This Lease contains the entire agreement between the Parties relating to its subject and shall not be amended or terminated orally. If any provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Lessor may waive any default without waiving any subsequent or prior default by Lessee. The interpretation of this Lease shall be governed by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles. The failure of any Party hereto to enforce at any time any provision or breach of this Lease shall not be construed to be a waiver of such provision or breach, nor in any way to affect the validity of this Lease or any part hereof or the right of any Party thereafter to enforce each and every such provision or seek remedy for a subsequent breach. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and/or PDF electronic format signatures on this Assignment shall have the same force and effect as original ink signatures.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

**LESSOR:
CITY OF MENASHA**

By: _____

By: _____

**LESSEE:
MENASHA DOWNTOWN DEVELOPMENT, LLC**

By: _____
_____, Manager

EXHIBIT A

Legal Description

Part of lots 5, 6, 7, 8, 9, 10 and 11, Block 43, Original Plat of the Town of Menasha and a part of Broad Street Right of Way, located in part of the Southeast of Section 15, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the South Y. comer of Section 15, Township 20 North, Range 17 East; thence S 89°46'12"E along the South line of the Southeast '14 of said Section 15, 1428.10 feet; thence N 00°22'26"E along the East Line of Milwaukee Street and the Southerly extension thereof, 176.24 feet; thence S 89°34'34"E along the East line of Milwaukee Street, 4.00 feet; thence N 00°22'26"E along the East line of Milwaukee Street, 139.91 feet to the Northwest corner of Block 43, Original Plat of the Town of Menasha; thence S 89°35'06"E along the North line of said Block 43, also being the South line of Broad Street, 120.60 feet; thence N 00°34'04"E, 17.79 feet to the point of beginning, (POB) of the parcel to be described; thence S 89°25'56"E, 302.67 feet; thence S 00°34'04"W, 124.67 feet; thence N 89°25'56"W, 302.67 feet; thence N 00°34'04"E, 124.67 feet to the point of beginning.

Containing: 37,732 Square Feet, 0.866 Acres.



Point of Beginning

**Ground Lease For Ramp
For: Menasha Downtown Development, LLC**

Legal Description

A Ground Lease for Parking Ramp, being a part of lots 5,6,7,8,9,10 and 11, Block 43, Original Plat of the Town of Menasha and a part of Broad Street Right of Way, located in part of the Southeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 15, Township 20 North, Range 17 East; thence S $89^{\circ}46'12''$ E along the South line of the Southeast $\frac{1}{4}$ of said Section 15, 1428.10 feet; thence N $00^{\circ}22'26''$ E along the East Line of Milwaukee Street and the Southerly extension thereof, 176.24 feet; thence S $89^{\circ}34'34''$ E along the East line of Milwaukee Street, 4.00 feet; thence N $00^{\circ}22'26''$ E along the East line of Milwaukee Street, 139.91 feet to the Northwest corner of Block 43, Original Plat of the Town of Menasha; thence S $89^{\circ}35'06''$ E along the North line of said Block 43, also being the South line of Broad Street, 120.60 feet; thence N $00^{\circ}34'04''$ E, 17.79 feet to the point of beginning, (POB) of the parcel to be described; thence S $89^{\circ}25'56''$ E, 302.67 feet; thence S $00^{\circ}34'04''$ W, 124.67 feet; thence N $89^{\circ}25'56''$ W, 302.67 feet; thence N $00^{\circ}34'04''$ E, 124.67 feet to the point of beginning.

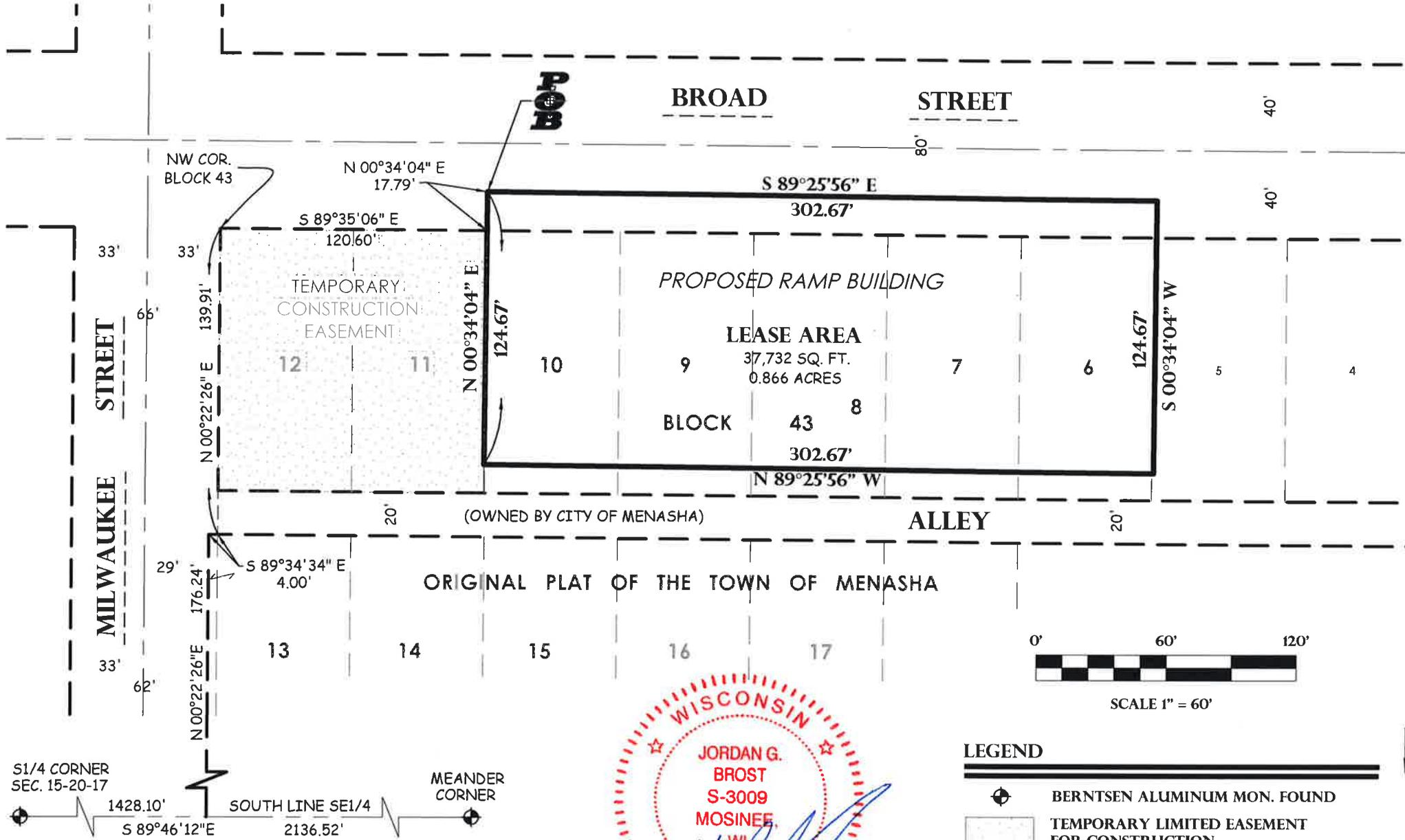
Containing: 37,732 Square Feet, 0.866 Acres.

Dated this 20th day of April, 2015.

**5709 Windy Drive Suite D • STEVENS POINT, WI 54482
PHONE 715-344-9999 • FAX 715-344-9922 • EMAIL INFO@POB.COM**

LEASE EXHIBIT

BEING PART OF LOTS 5, 6, 7, 8, 9, 10 AND 11, BLOCK 43, ORIGINAL PLAT OF THE TOWN OF MENASHA AND PART OF BROAD STREET RIGHT OF WAY, LOCATED IN PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.



S1/4 CORNER
SEC. 15-20-17

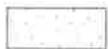
1428.10'
S 89°46'12\"E

SOUTH LINE SE1/4
2136.52'

MEANDER
CORNER



LEGEND

-  BERNTSEN ALUMINUM MON. FOUND
-  TEMPORARY LIMITED EASEMENT FOR CONSTRUCTION
-  AREA TO BE INCLUDED IN LEASE AGREEMENT FOR PROPOSED BUILDING



SCALE 1" = 60'



THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST
AND DRAWN BY JORDAN BROST

FIELD BOOK GB 2 PAGE 33-36
JOB # 15-401

SHEET 1 OF 1 SHEETS

Civil Engineering
Land Surveying
Landscape Architecture
Jordan G. Brost, PLS #3009
5709 Windy Drive, Suite D
Stevens Point, WI 54482
715.344.9999(PH) 715.344.9922(FX)

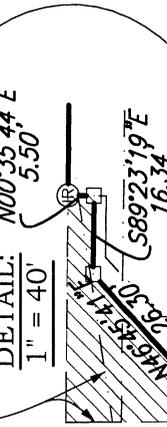


Point of Beginning

CERTIFIED SURVEY MAP NO.

BEING ALL OF OUTLOT 1, MIDWAY BUSINESS PARK AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 12, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.

PERMANENT LIMITED EASEMENT AS PER DOC. #1649705
 DETAIL: $N00^{\circ}35'44''E$
 $5.50'$
 $1" = 40'$



TEMPORARY LIMITED EASEMENT PER TRANSPORTATION PROJECT & DOC. #1680394

NORTHWEST CORNER SECTION 12-20-17
 $S89^{\circ}23'19''E$
 $16.34'$
 $S89^{\circ}41'55''E$
 $5.50'$

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-20-17

MIDWAY RD.

"AP" WIDTH VARIES (C.T.H.)
 $2613.61'$
 $2613.32'$

573.00'

$S89^{\circ}41'55''W$
 $S89^{\circ}23'30''E$
 262.81'

TEMPORARY LIMITED EASEMENT AS PER DOC. #1658013

$N89^{\circ}23'19''W$
 $5.50'$

TEMPORARY LIMITED EASEMENT PER TRANSPORTATION PROJECT & DOC. #1680395

DOC. #1680394

LOT 1
 269,825 SQ.FT.±
 (6.1943 ACRES±)

DOC. #1680395

COVENANTS, CONDITIONS & RESTRICTIONS PER VOL.965, P.468

$S00^{\circ}16'31''W$
 $S00^{\circ}43'02''W$
 $33.00'$

$N85^{\circ}10'27''E$
 $N86^{\circ}05'02''E$
 202.83'

"NO ACCESS" PER PLAT

2040.32'
 (2040.61')

ENT. EXIT
 $S89^{\circ}48'00''E$
 $S89^{\circ}23'30''E$
 60.00'

NORTH 1/4 CORNER SECTION-12-20-17

$S00^{\circ}16'31''W$
 $S00^{\circ}43'02''W$

695.20'

20' INGRESS & EGRESS EASEMENT PER DOC. #1383994

UNPLATTED LANDS RMB HOLDINGS, LLC

OUTLOT 1
 MIDWAY BUSINESS PARK

$N89^{\circ}48'00''W$
 $N89^{\circ}23'30''W$
 60.00'

$S00^{\circ}16'31''W$
 $S00^{\circ}43'02''W$
 36.60'

$N89^{\circ}23'30''W$
 $N89^{\circ}48'00''W$
 167.14'
 (167.40')

$N00^{\circ}43'02''E$
 $N00^{\circ}16'31''E$

388.62'
 (388.74')

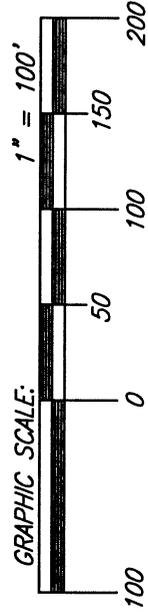
$N89^{\circ}36'35''W$
 $S89^{\circ}57'42''W$
 322.32'

LOT 2

LEGEND:

- ⊙ = 3/4" IRON REBAR FOUND
- ⊙ = 1-1/4" IRON REBAR FOUND
- = MAG NAIL FOUND
- ⊕ = COUNTY MONUMENT
- () = RECORDED AS

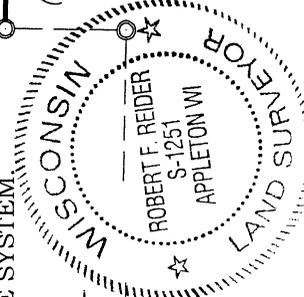
GRAPHIC SCALE:



NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN WHICH BEARS $S89^{\circ}23'30''E$ PER THE WINNEBAGO COUNTY COORDINATE SYSTEM

Robert F. Reider 4-10-15

ROBERT F. REIDER, PLS-1251 DATED
 CAROW LAND SURVEYING CO., INC.
 615 N. LYNDALE DR., P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)731-4168
 A1407.13-15 DATED: 4-14-2015
 DRAFTED BY: (cp RDD)



MIDWAY BUSINESS PARK

OWNERS OF RECORD:
 KWIK TRIP, INC.
 PARCEL ID NO:
 0080381, 760165200 &
 760163500

SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

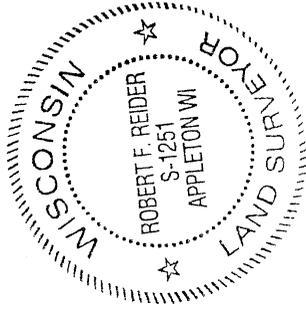
SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF OUTLOT 1, MIDWAY BUSINESS PARK AND PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE S89°23'30"E, 573.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 12 TO THE NORTHERLY EXTENSION OF THE WEST LINE OF OUTLOT 1 OF MIDWAY BUSINESS PARK; THENCE S00°43'02"W, 33.00 FEET ALONG SAID NORTHERLY EXTENSION TO THE SOUTH RIGHT-OF-WAY LINE OF MIDWAY ROAD (C.T.H. "AP") AND THE POINT OF BEGINNING; THENCE S89°23'30"E, 60.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST LINE OF SAID OUTLOT 1; THENCE S00°43'02"W, 695.20 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF LOT 2 OF MIDWAY BUSINESS PARK; THENCE N89°23'30"W, 60.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST LINE OF SAID OUTLOT 1; THENCE S00°43'02"W, 695.20 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF LOT 2 OF MIDWAY BUSINESS PARK; THENCE N89°23'30"W, 167.14 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 1735; THENCE N00°43'02"E, 388.62 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°36'35"W, 322.32 FEET ALONG SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF MIDWAY ROAD (S.T.H. "47"); THENCE N00°16'36"W, 212.43 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N89°23'19"W, 5.50 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N00°16'36"W, 92.29 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE N46°45'41"E, 26.30 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MIDWAY ROAD (C.T.H. "AP"); THENCE S89°23'19"E, 16.34 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N00°35'44"E, 5.50 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE S89°23'30"E, 262.81 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N86°05'02"E, 202.83 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF KWIK TRIP INC., ATTN: JEFF OSGOOD, P.O. BOX 2107, LA CROSSE, WISCONSIN 54602.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE CITY OF MENASHA.



Robert F. Reider 4-10-15

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A1407.13-15 (RFR) 4-8-2015

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

CITY TREASURER _____ DATED _____ COUNTY TREASURER _____ DATED _____

COMMON COUNCIL RESOLUTION:

WE HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA ON THIS _____ DAY OF _____, 20_____.

MAYOR _____ DATED _____ CLERK _____ DATED _____

CERTIFIED SURVEY MAP NO. _____

CORPORATE OWNER'S CERTIFICATE

KWIK TRIP, INC. A WISCONSIN CORPORATION, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

KWIK TRIP, INC., DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.235.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF MENASHA.

IN WITNESS WHEREOF, THE SAID, KWIK TRIP, INC. HAS CAUSED THESE PRESENT TO BE SIGNED BY _____, ITS VICE PRESIDENT, AT _____ A.M/P.M., ON THIS _____, DAY OF _____, 20_____.

IN THE PRESENCE OF: _____
KWIK TRIP, INC.

_____, VICE-PRESIDENT

STATE OF _____)

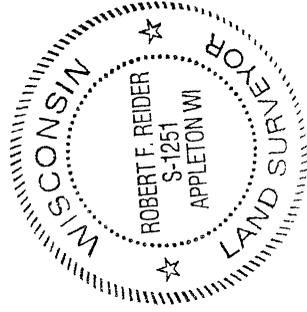
COUNTY OF _____) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____,
_____, VICE PRESIDENT OF THE ABOVE NAMED KWIK TRIP, INC., TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH OFFICER OF SAID KWIK TRIP, INC., AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID KWIK TRIP, INC., BY ITS AUTHORITY,

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____.

CITY PLANNING COMMISSION CERTIFICATE:

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF MENASHA, WISCONSIN, ALL THE REQUIREMENTS FOR APPROVAL HAVE BEEN FULFILLED. THIS MINOR SUBDIVISION WAS APPROVED BY THE CITY OF MENASHA PLANNING COMMISSION ON THIS _____ DAY OF _____, 20_____.



Robert F. Reider 4-10-15
ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920) 731-4168
A1407.13-15 (RFR) 4-8-2015

Document Number

Utility Easement

KNOW ALL PEOPLE BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor, hereinafter appearing as signator to this document, City of Menasha, dba, Menasha Utilities, Herein after referred to as Grantee, the receipt of which is hereby acknowledged, said grantor (signator hereto) does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, the right to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with distribution of electricity, electric energy and communications for such purposes as the same is now or may hereafter be used and for sounds and signals, all in, over, under, across, along and upon the property shown within those areas designated as "Utility Easement Areas" together with the rights to install service connections upon, across, and beneath the surface of each lot to serve improvements thereon, or on an adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or caused to have restored, the property, as nearly as is reasonably possible, to the conditions existing prior to such entry by the Grantees or their agents. Buildings shall not be placed over grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Recording Area

Menasha Utilities
PO Box 340
Menasha, WI 54952-0340
Attn: Dan Hutter

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein.

Through the lands of the Grantor situated in the City of Menasha, Calumet County, State of Wisconsin, said lands being as follows:

That part of the Easterly 18.00 feet of Lot 5 of Barker Farm Park, tax parcel No. 7-00300-00, described as Lot 5 of Barker Farm Park, located in the SE 1/4 - NW 1/4, Section 7, T20N, R18E, City of Menasha, Calumet County, Wisconsin.

The consideration herein above recited shall constitute payment in full for any damages present or future to the lands of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein (utilities). The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to adjacent lands of the Grantor, his successors and assigns.

IN WITNESS WHEREOF, Authorized Representative, City of Menasha, as grantor, has executed this document on the date set forth opposite his signature.

This easement was signed this _____ day of _____, 2015.

GRANTORS:

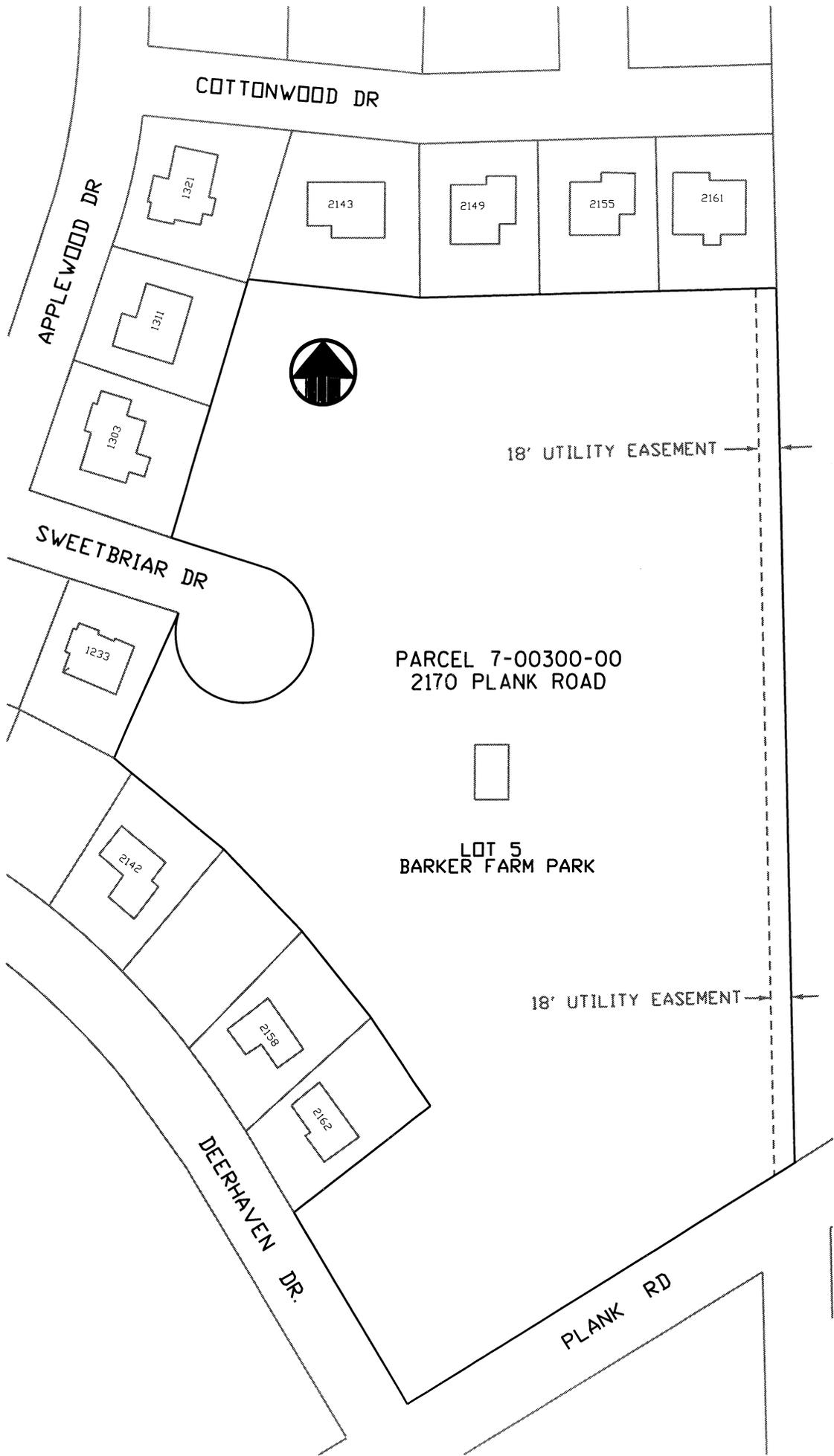
By: _____
Authorized Representative, City of Menasha

STATE OF WISCONSIN)
) SS
COUNTY OF)

personally came before me this _____ day of _____, 2015, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument.

NOTARY PUBLIC, _____ County, Wisconsin.

My Commission (expires) (is permanent) _____



COTTONWOOD DR

APPLEWOOD DR

SWEETBRIAR DR

DEERHAVEN DR.

PLANK RD



18' UTILITY EASEMENT

18' UTILITY EASEMENT

PARCEL 7-00300-00
2170 PLANK ROAD

LOT 5
BARKER FARM PARK

1231

1311

1303

1233

2142

2158

2162

2143

2149

2155

2161

