

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected than any official action of any of those bodies will be taken).

**CITY OF MENASHA  
REDEVELOPMENT AUTHORITY  
Menasha City Center  
100 Main Street, Menasha  
Room 133**

**December 3, 2019**

**5:15 PM**

**AGENDA**

**A. CALL TO ORDER**

**B. ROLL CALL/EXCUSED ABSENCES**

**C. PUBLIC HEARING**

(five (5) minute time limit for each person)

1. Resolutions for Designation of Certain Properties as Blighted: 455 Baldwin Street, Lots 1,2, 4, 5, 10, 11 and 12, Province Terrace, 2011 Manitowoc Road, 2035 Manitowoc Road and 2043 Manitowoc Road

**D. MINUTES TO APPROVE**

1. Minutes of the November 5, 2019 Redevelopment Authority Meeting

**E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA**

(five (5) minute time limit for each person)

**F. DISCUSSION / ACTION ITEMS**

1. Resolution R-1-19: Designation of Certain Properties as Blighted: 455 Baldwin Street
2. Resolution R-2-19: Designation of Certain Properties as Blighted: Lots 1,2, 4, 5, 10, 11 and 12, Province Terrace, 2011 Manitowoc Road, 2035 Manitowoc Road and 2043 Manitowoc Road
3. Public Works Facility – 455 Baldwin Street (USDA Loan)
  - a. Development Agreement between the RDA and the City of Menasha
  - b. Lease and Buyback Agreement between the RDA and the City of Menasha
  - c. First Amendment to April 2011 Development Agreement between the RDA and the City of Menasha
  - d. USDA Forms
    - I. 1940-Q: Certification for Contracts, Grants and Loans (Index 3-7)
    - II. AD-1048: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Index 3-9)
    - III. RD 1910-11: Application Certification Federal Collection Policies for Consumer or Commercial Debts (Index 3-10)
    - IV. RD 400-1: Equal Opportunity Agreement (Index 3-11)
    - V. RD 400-4: Assurance Agreement (Index 3-12)
    - VI. RD – WI 442-32: Opinion of Counsel Relative to Compliance with Zoning Laws and Development Plans (Index 3-22)
4. Offer to Purchase – Lots 18 through 24 – Cypress Homes

5. Lake Park Villas Listing Update (Agent Gail Popp)
  - a. Lot Sale – 912 Clover Court (Lot 8R)
6. Banta/RR Donnelley Property – 460 Ahnaip Street – General Discussion/Update
7. 2020 Meeting Schedule
8. Set Next Meeting

## G. ADJOURNMENT

If you have questions, please call the Community Development Department at (920) 967-3650 between 8:00 AM – 4:00 PM, Monday through Friday.

**CITY OF MENASHA  
Redevelopment Authority  
Menasha City Center  
100 Main Street, Menasha**

**November 5, 2019  
DRAFT MINUTES**

---

**A. CALL TO ORDER**

Chairperson Kim Vanderhyden called the meeting to order at 5:16PM.

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Alderperson Nichols, Matt Vanderlinden, Bob Stevens, and Shane Correll.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Gail Popp

OTHERS PRESENT: CDD Schroeder, AP Stephenson, Attorney Captain, DPW Alix and ASD Jacobs.

**C. MINUTES TO APPROVE**

**1. Minutes of the October 8, 2019 Redevelopment Authority Meeting**

Matt Vanderlinden made a motion to approve the minutes of the October 8, 2019 Redevelopment Authority Meeting. The motion was seconded by Alderperson Nichols. Alderperson Nichols noted a correction to item 4.a.  
The motion carried with correction.

**D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA**

**(five (5) minute time limit for each person)**

No public comments at this time.

**E. DISCUSSION / ACTION ITEMS**

**1. General Update Public Works Facility – 455 Baldwin Street**

CDD Schroeder and DPW Alix gave a brief background on the Public Works Facility and the USDA Loan stating the final documents will be brought forward to the December 3<sup>rd</sup> RDA meeting.

The RDA entered into a conversation with the following being discussed:

- Terms of the USDA loan.
- The financial package between the City and RDA.
- Responsibility of the RDA with the new Public Works Facility.

No action was taken.

**2. Consideration Additional of Blighted Properties – City Owned Lands**

CDD Schroeder and Attorney Captain gave an update on the consideration of blighted properties. Per State Statutes in order for the RDA to acquire properties, each property must first be designated as blighted. As part of the agreements between the RDA and the City for the Public Works Facility, the RDA will be the owners of 455 Baldwin Street and the vacant City owned properties near Province Terrace. In reviewing the adjoining properties, staff suggested considering adding three additional parcels near the vacant Province Terrace lot in order to define an urban renewal area as per statutes. These properties included 2011 Manitowoc Road, 2035 Manitowoc Road, and 2043 Manitowoc Road.

The RDA entered into a conversation with the following being discussed:

- The process for blighting a property.
- What blighting a property means.
- Blighting the region vs spot blighting properties.
- The need to blight the property for the RDA to be authorized to redevelop the site.

Shane Correll made a motion for the consideration of blight, Pursuant to §66.1333(5)(c)2, Wis. Stats., to hold a public hearing to determine if the following properties are blighted: Parcels 5-00497-00 (455 Baldwin St), 7-00001-10 (1173 Province Ter), 7-00001-12 (1148 Province Ter), 7-00001-11 (1133 Province Ter), 7-00015-02 (1109 Province Ter), 7-00015-04 (1100 Province Ter), 7-00015-01 (1101 Province Ter), 7-00011-08 (2027 Manitowoc Rd), 7-00011-06 (2011 Manitowoc Road), 7-00012-00 (2035 Manitowoc Road), and 7-00013-00 (2043 Manitowoc Road). The motion was seconded by Alderperson Nichols.

The RDA further discussed concerns of adding the additional properties. Staff noted that adding them to the consideration does not designate these properties as blighted and any of the properties could be removed following the public hearing at the following meeting.

The motion carried.

### **3. Listing Agreement Amendment – Lake Park Square – NAI Pfefferle**

CDD Schroeder gave an update on the proposed listing agreement amendment with NAI Pfefferle extending the service for an additional year.

A motion was made by Kim Vanderhyden to approve the extension of the listing agreement with NAI Pfefferle for Lake Park Square for one year. The motion was seconded by Shane Correll. The motion carried.

### **4. Offer to Purchase – Lots 18 through 24 – Cypress Homes**

CDD Schroeder updated the RDA on the offer to purchase Lots 18 through 24 by Cypress Homes.

Alderperson Nichols made a motion to accept the offer proposed by Cypress Homes for lots 18 through 24 of Lake Park Villas for \$171,500 and direct staff to draft a development agreement with Cypress Homes with the following:

1. Cypress Homes estimates a minimum home value per lot will be around \$329,900.
2. Cypress Homes will start construction on the first home following plat approval which includes the City transferring some of the green space to Cypress Homes.
3. Cypress shall pay for all associated costs of expanding the lot widths.
4. Cypress Homes shall construct a minimum of 2 homes per year.

Cypress Homes shall construct the first home by December 31, 2020.

The motion was seconded by Shane Correl. The motion carried.

### **5. Lake Park Villas Listing Update (Agent Gail Popp)**

There is no update at this time.

### **6. Easement – Lake Park Villas Lot 130 – 849 Fountain Way (Parcel No. 7-01701-30)**

CDD Schroeder gave an update on the easement for Lake Park Villas for the vacant lot 130. The easement would allow for the repair of the existing water line that supplies water from a well to the north to the southern pond.

Alderperson Nichols made a motion to accept the easement. The motion was seconded by Matt Vanderlinden. The motion carried.

### **7. Banta/RR Donnelley Property – 460 Ahnaip Street**

#### **a. General Discussion/Update**

CDD Schroeder gave an update on the existing status of the Banta/RR Donnelley Property. Further discussions regarding the direction of future development should be on-going in the coming meetings.

**b. Wisconsin Department of Transportation Real Estate Acquisition – Racine Street Bridge Project**

CDD Schroeder gave an update on the DOT real estate acquisition. Upon completion of the real estate acquisition, the DOT will work towards bidding the demolition of the building anticipating on starting in early 2020 through the summer of 2020.

- 8. The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Offer to Purchase – Lots 18 through 24 and/or Wisconsin Department of Transportation Real Estate Acquisition – Banta – Racine Street Bridge)**

The RDA did not enter into closed session for any items.

- 9. The RDA may adjourn into Open Session to take action on items discussed in Closed Session.**

The RDA did not enter into closed session for any items.

**10. Set Next Meeting**

The next meeting was set for December 3, 2019 at 5:15 PM.

**F. ADJOURNMENT**

A motion was made by Alderperson Nichols to adjourn the meeting at 6:54 PM. The motion was seconded by Kim Vanderhyden. The motion carried.

*Minutes respectfully submitted by AP Stephenson.*



## RESOLUTION 1-19

### THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA, WISCONSIN

#### RESOLUTION DETERMINING PROPERTY TO BE BLIGHTED AND SUBMITTING DETERMINATION TO COMMON COUNCIL FOR APPROVAL

Introduced by Chairperson Vanderhyden.

**WHEREAS**, the property in the City of Menasha, Wisconsin (the "City") described as 455 Baldwin Street (the "Property") has been proposed as the site for various public improvements including the demolition of existing structures and the construction of a public works facility (the "Project"); and

**WHEREAS**, the Property has been determined by the City's staff to be a "blighted property" as defined in Section 66.1333, Wisconsin Statutes based on a report prepared by City staff and attached hereto as **EXHIBIT A** (the "Report"); and

**WHEREAS**, blight elimination, slum clearance, and urban renewal and redevelopment projects on the Property will protect and promote the health, safety and general welfare of citizens of the City; and

**WHEREAS**, The Redevelopment Authority of the City of Menasha, Wisconsin (the "Authority") proposes to acquire the Property and undertake the Project to carry out blight elimination and urban renewal projects on the Property; and

**WHEREAS**, pursuant to Section 66.1333(5)(c)1g., Wisconsin Statutes, the Authority may acquire or assist the acquisition and development of blighted property without designating a redevelopment area boundary or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council; and

**WHEREAS**, on this same date this body held a duly-noticed public hearing to determine whether the Property is blighted, at which all interested parties were given an opportunity to express their views respecting the determination of blight for the Property; and

**WHEREAS**, the sole registered owner of the Property is the City, and the City waived receipt of notice of the public hearing; and hereto **EXHIBIT B**.

**WHEREAS**, this body has studied the facts and circumstances relating to the Property and the proposed acquisition of the Property, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in

Section 66.1333 (2m)(bm), (ii) the Report's findings with regard to the Property of buildings obsolescence, deterioration, and safety conditions, (iii) whether the findings in the Report about the conditions of the Property substantially impairs or arrests the sound growth of the City, (iv) the past and existing condition of, and the proposed uses of, the Property, and (v) the goals and objectives of the proposed acquisition of the Property.

**NOW, THEREFORE, BE IT RESOLVED**, by The Redevelopment Authority of the City of Menasha that:

1. The Property is determined to be a "blighted property" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes.
2. The finding of blight and the proposed acquisition of the Property for the purpose of carrying out blight elimination and urban renewal projects shall be submitted to the Common Council for review and approval.

Passed and approved this [\_\_\_] day of [\_\_\_\_\_].

Recommended by:

Motion/Second:

Passed/Approved:

Requires: Majority Vote

\_\_\_\_\_  
Philip K. Vanderhyden, Chair

**ATTEST:**

\_\_\_\_\_  
Samuel T. Schroeder, Executive Director



# Memorandum

**Date:** October 28, 2019, 2019

**To:** Plan Commission, Redevelopment Authority and Common Council

**From:** Adam Alix – Public Works Director

**RE:** Public Works Facility Blight Determination

## **Background**

The City of Menasha Common Council has requested, and the Redevelopment Authority has signed the Letter of Intent to Meet Conditions and Request for Obligation of Funds to pursue United States Department of Agriculture (USDA) funding for the replacement of the existing Public Works Facility. Part of the USDA loan process is that the City of Menasha must declare that the existing Public Works Facility site meets the definition of blight as stated in Wisconsin State Code 66.1333 (2m)(bm). This statute states that:

**(bm)** “Blighted property” means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

The existing Public Works Facility meets the definition of “Blighted Property” for the following reasons:

1. The existing Public Works Facility is not weathertight exposing the building to outside elements and increasing heating costs. In addition, the block walls show signs of bowing and cracking which will require extensive remediation in the near future.



2. The existing Public Works Facility was originally constructed in 1963. The City has expanded from 4.72 square miles to 7.75 square miles and increased the roadway mileage from 46.4 miles to 69.94 miles. Due to the increase in the area of the City, and the increase in size of the vehicles, the current facility no longer meets the needs of the Public Works Department. Based on the City of Menasha Facilities Assessment Report completed in 2002, the existing Public Works Facility was roughly ½ the size that was recommended at the time of the report.
3. The maintenance bay was designed in 1963 to meet the vehicle sizes and number of vehicles at that time. The vehicle size has grown tremendously since 1963 and the existing maintenance bay no longer serves our needs as a City. In addition, due to the small size of the existing maintenance bay, the employees are at increased risk of injury due to overcrowding in this area.
4. The existing vehicle garage no longer meets the needs of the City. The City must now store several vehicles in either cold storage or outside which decreases the lifespan of the vehicles. In addition, the vehicles within the maintenance facility are parked extremely close together with minimal ability to perform backing and turning movements. This creates a safety hazard for our employees due to lack of visibility around the vehicles.
5. The existing lighting levels within both the maintenance bay and garage facility are well below the acceptable levels of lighting per today's standards. It is recommended that automotive service areas have between 25-100 foot candles (fc) with an average of 50 fc throughout the building. Our vehicle maintenance facility currently has a range of 2.8 fc to 14.0 fc. Our garage facility currently has a range of 1.4 fc to 8.5 fc. The low light levels in these buildings present a potential hazard to our employees.
6. The existing HVAC system meets the minimum state ventilation rates, however the HVAC system falls well short of the current ASHRAE standards for ventilation of maintenance and garage facilities. The poor ventilation system presents a potential long term hazard to our employees.
7. The existing layout of the Public Works Facility allows the public to cross paths with City vehicles on a regular basis. This puts both the City's employees and the public at risk due to potential accidents.

Due to these conditions, the City of Menasha's Public Works Facility no longer meets the needs of the City and puts the City's employees at risk of injury. The existing facility is starting to impact our ability to serve the public in a quick and efficient manner, which causes safety concerns throughout the City.

### **Recommendation**

It is recommended that the Plan Commission, Redevelopment Authority and Common Council declare that the City of Menasha's Public Works Facility is blighted by passing resolutions put before you today.

EXHIBIT B

WAIVER OF NOTICE OF PUBLIC HEARING AND CONSENT TO BLIGHT FINDING

**WHEREAS**, The Redevelopment Authority of the City of Menasha, Wisconsin proposes to acquire or assist the acquisition and development of certain property for the purpose of carrying out a blight elimination and urban renewal project, and, as required by the Wisconsin Statutes, will hold a public hearing pursuant to Section 66.1333(5)(c)2., Wisconsin Statutes, proposes to hold a public hearing on December 3, 2019, at City Center, 100 Main St., Room 133, Menasha, Wisconsin, at 5:15 p.m., for the purpose of determining whether such property, 455 Baldwin St., Menasha, Wisconsin (the "Property") is a "blighted property" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes; and

**WHEREAS**, the City of Menasha, Wisconsin (the "City") is the owner of the Property; and

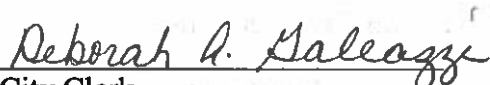
**WHEREAS**, Section 66.1333(5)(c)2., Wisconsin Statutes requires that notice of the public hearing, describing the time, date, place and purpose of the hearing and generally identifying the property involved be given to each owner of the property involved at least 20 days prior to the date set for the hearing, by certified mail with return receipt requested.

**NOW, THEREFORE, BE IT RESOLVED** as the owner of the Property, the City hereby waives receipt of the notice of public hearing required by Section 66.1333(5)(c)2., and consents to the holding of the public hearing.

Dated November 18, 2019.

CITY OF MENASHA, WISCONSIN

By   
Mayor

By   
City Clerk



## RESOLUTION 2-19

### THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA, WISCONSIN

#### RESOLUTION DETERMINING PROPERTIES TO BE BLIGHTED AND PROPOSED ACQUISITION OF CITY-OWNED PROPERTIES

Introduced by Chairperson Vanderhyden.

**WHEREAS**, the properties in the City of Menasha, Wisconsin (the "City") described in **EXHIBIT A** attached hereto (the "Properties") have been determined by the City's staff to be "blighted property" as defined in Section 66.1333, Wisconsin Statutes based on a report prepared by City staff and attached hereto as **EXHIBIT B** (the "Report"); and

**WHEREAS**, blight elimination, urban renewal and redevelopment projects on the Properties will protect and promote the health, safety and general welfare of citizens of the City; and

**WHEREAS**, on this same date this body held a duly-noticed public hearing to determine whether the Properties are blighted, at which all interested parties were given an opportunity to express their views respecting the determination of blight for the Properties; and

**WHEREAS**, the City waived receipt of notice of the public hearing for the City-Owned Properties; and

**WHEREAS**, the registered owners of the Non-City-Owned Properties were provided notice of the public hearing by certified mail, return receipt requested, via United State Postal Service, and as required by statute; and

**WHEREAS**, this body has studied the facts and circumstances relating to the Properties, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section 66.1333 (2m)(bm), (ii) the Report's findings with regard to the Properties faulty lot layouts, obsolete platting, and non-conforming site improvements, (iii) whether the findings in the Report about the conditions of the Properties substantially impairs or arrests the sound growth of the City, (iv) the past and existing condition of, and the proposed uses of, the Properties, and (v) the goals and objectives of the proposed acquisition of the City-Owned Properties.

**NOW, THEREFORE, BE IT RESOLVED**, by The Redevelopment Authority of the City of Menasha that:

1. The Properties described on **EXHIBIT A** attached hereto are determined to be "blighted property" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes.

2. The proposed acquisition of the City-owned Properties for the purpose of carrying out blight elimination and urban renewal projects shall be submitted to the Common Council for review and approval.

Passed and approved this [ ] day of [ ].

Recommended by:
Motion/Second:
Passed/Approved:
Requires: Majority Vote

\_\_\_\_\_  
Philip K. Vanderhyden,  
Chairperson

ATTEST:

\_\_\_\_\_  
Samuel T. Schroeder, Executive Director

**EXHIBIT A**

**DESCRIPTION OF PROPERTIES**

**CITY-OWNED**

Lot 1, Province Terrace, Menasha, Wisconsin

Lot 2, Province Terrace, Menasha, Wisconsin

Lot 4, Province Terrace, Menasha, Wisconsin

Lot 5, Province Terrace, Menasha, Wisconsin

Lot 10, Province Terrace, Menasha, Wisconsin

Lot 11, Province Terrace, Menasha, Wisconsin

Lot 12, Province Terrace, Menasha, Wisconsin

**NON-CITY-OWNED**

2011 Manitowoc Road, Menasha, Wisconsin

2035 Manitowoc Road, Menasha, Wisconsin

2043 Manitowoc Road, Menasha, Wisconsin



## MEMORANDUM

To: Redevelopment Authority

From: Community Development Department/SS

Date: December 3, 2019

**Re: Resolution Determining Properties to be Blighted and Proposed Acquisition of City-Owned Properties (Province Terrace Area)**

---

The City of Menasha and the Redevelopment Authority (RDA) over the last year have signed a letter of intent to meet conditions and request for obligation of funds to pursue United States Department of Agriculture (USDA) funding for the replacement of the existing Public Works Facility.

As part of this new Public Works Facility project and to lock in the financing for the USDA Loan, two items need to happen: the RDA needs to be financially solvent and they need to be the deeded as the owner of 455 Baldwin St (Garage), not the City. Through many iterations of financial projections, one of the items that was added to the development agreement between the City and the RDA, to make sure the RDA was conservatively financially solvent, was to deed the vacant lands owned by the City along Province Terrace to the RDA. Statutorily, the RDA can only acquire a property that has been designated as blighted.

Blighted Property as defined by the Wisconsin State Statutes, 66.1333(2m), “means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.”

A redevelopment authority is created in a community to more effectively and efficiently prevent and eliminate blighted areas and prevent the recurrence of blighted areas in addition to carrying out blight elimination, slum clearance, and urban renewal programs and projects. The RDA, in

addition to the vacant Province Terrace lots owned by the City, has also posted notice to consider three additional non-city owned properties including a former metal fabrication shop, a storage facility and a professional service club centered on the training and showing of dogs.

Reviewing the definition of a blighted property staff finds the following as it relates to the consideration of properties:

- Vacant Province Terrace Lots: The City of Menasha purchased and has had listed the properties for sale for almost 15 years and has not sold a lot in over 10 years which could be contributed to faulty lot layouts, obsolete platting, or the deterioration, age, existing condition and inadequate site improvement of adjoining properties.
- Markway Metals, 2011 Manitowoc Rd: This property is a former metal fabrication shop that is currently not in operation within a C-1 General Commercial Zoning District. The present use and condition of the property is substandard to the City of Menasha's standards, having a gravel driveway, a former fabrication shop within a commercial zoning district, and having a metal façade which does not conform to even our lowest standards. In addition to the above, the location and lot layout as it relates to size and usefulness may impair the sound growth of the City of Menasha and may be an economic liability.
- Storage Facility, 2035 Manitowoc Rd: The deterioration of structures and site improvements in addition to the present use of the property being substandard to the City of Menasha's standards within the C-1 General Commercial District, having an indoor and outdoor storage facility with a metal façade may impact the sound growth of the City of Menasha and may be considered an economic liability.
- Winnegamie Dog Club, 2043 Manitowoc Rd: Staff does feel the use of the property is a viable and economic use within the City of Menasha and within the C-1 General Commercial Zoning District. The existing building facade does not meet the City of Menasha standards having a 100% metal façade which does not meet Menasha's lowest standard. Lastly, the layout of the lot being a double frontage property with six times the depth in ratio to the width would also be considered inadequate.

To summarize, the aforementioned properties may be considered blighted due to the following: faulty lot layouts, obsolete platting, nonconforming site improvements, present and past condition and use of some of the properties, all of which substantially impairs the sound growth of the City of Menasha and should be taken into considered as part of an urban renewal area.

**Staff recommends the Redevelopment Authority approve Resolution R-2-19 determining certain properties as blighted properties per Wisconsin Statutes 66.133(2m)(bm) excluding 2043 Manitowoc Road (Winnegamie Dog Club) and recommend the Common Council approve the acquisition of the City owned Properties (vacant Province Terrace Lots) for the purpose of carrying out blight elimination and urban renewal projects.**

**CONFIRMATION**



435 E. Walnut  
Green Bay, WI 54301  
(888)774-7744

CITY OF MENASHA  
100 MAIN ST  
MENASHA WI 54952-3151

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-282245	0003897563	\$64.85	\$0.00	\$64.85	Invoice	\$0.00	\$64.85
Sales Rep: sbeaton		Order Taker: sbeaton			Order Created		11/12/2019
<u>Product</u>		<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>			
GWM-APC-Appleton Post Crescent		2	11/15/2019	11/22/2019			
GWM-APCW-Appleton Post Crescent Digital		28	11/15/2019	12/12/2019			

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**Text of Ad:** 11/12/2019

THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF MENASHA  
NOTICE OF PUBLIC HEARING  
TAKE NOTICE that The Redevelopment Authority of the City of Menasha, Wisconsin (the "Authority") intends to consider designating certain properties blighted 455 Baldwin St., Lots 1, 2, 4, 5, 10, 11 and 12, Province Terrace, 2011 Manitowoc Road, 2035 Manitowoc Road, and 2043 Manitowoc Road, City of Menasha, Wisconsin.  
TAKE NOTICE that the Authority intends to lease and sell, through a Lease and Sale Agreement, to the City of Menasha, Wisconsin (the "City") certain land and improvements located at 455 Baldwin Street, Menasha, Wisconsin.  
Pursuant to the provisions of Sections 66-1333(5)(c) and (9)(b), Wisconsin Statutes, the Authority will conduct public hearings on consideration of blight designations, acquisition of properties and provisions of the proposed Lease and Sale Agreement on December 3, 2019 at 5:15 p.m. at Menasha City Center, 100 Main Street, Room 133, Menasha, Wisconsin.  
THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF MENASHA,  
WISCONSIN  
Run: Nov. 15, 22, 2019 WNAXLP



STATE OF WISCONSIN

CITY OF MENASHA

CALUMET COUNTY

THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF MENASHA

AFFIDAVIT OF MAILING

STATE OF WISCONSIN     )  
                                  ( SS  
COUNTY OF WINNEBAGO)

I, Haley Mader, being first duly sworn on oath, say that on November 12, 2019 I served the Notice of Public Hearing by depositing it in the United States mail a true copy thereof, properly enclosed in a postage paid envelope via certified mail return receipt requested addressed to the following person(s) at the following address:

Mark J. Schierl  
N2718 10th Rd  
Montello, WI 53949

Daniel L Gueths  
2035 Manitowoc Rd  
Menasha, WI 54952

Winnegamie Dog Club, Inc  
PO Box 713  
Appleton, WI 54912

Haley Mader  
Haley Mader, Deputy City Clerk

Subscribed and sworn to before me  
November 27, 2019.

Deborah A. Galeazzi  
Deborah Galeazzi  
Notary Public  
My Commission expires: 9-11-2020  
State of Wisconsin  
Winnebago County



## DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Menasha, Wisconsin, a political subdivision of the State of Wisconsin (the "City"), and The Redevelopment Authority of the City of Menasha, Wisconsin (the "RDA"), a public body corporate and politic.

### ARTICLE I

#### INTRODUCTION

**Section 1.1 Purpose of Agreement.** The parties have agreed upon a plan to undertake institutional use redevelopment in the Development Area, consisting of demolition of aged and obsolete structures, constructing an approximately 5,000 square feet public works facility, and installation of public improvements necessary to serve the redevelopment. The purpose of this Agreement is to record the understandings and undertakings of the parties and to provide a framework within which the redevelopment may proceed.

**Section 1.2** On [insert date], The Redevelopment Authority of the City of Menasha, Wisconsin and on [insert date] the City of Menasha adopted comparable Resolutions determining the Development Area, at 455 Baldwin Street, Menasha, to be blighted.

**Section 1.3** In order for the Project to occur, both parties must undertake certain responsibilities associated with the project.

**Section 1.2 Certain Definitions.** As used in this Agreement, the following terms shall have the meanings indicated:

- (a) "Project" – Means the demolition of structures, removal of underground storage tanks and installation of a new fuel system, construction of approximately 5,000 square feet public works facility and associated appurtenances.
- (b) "Development Area" - The land area described in Section 2.1 and **EXHIBIT A**.
- (c) "Contributed Property" and "Additional Contributed Properties" - The properties described in Section 5.01 and **EXHIBIT B**.
- (d) "USDA" – The United States Department of Agriculture.

### ARTICLE II

#### DESCRIPTION OF DEVELOPMENT

**Section 2.1 Land.** The Development Area is described in **EXHIBIT A**.

**Section 2.2 Commitments.** Subject to the terms and conditions of this Agreement:

**Section 2.2.1** City, at its cost and expense, will demolish all aged and obsolete structures on the Development Area.

**Section 2.2.2** City, at its cost and expense, will construct and install an approximately 5,000 square feet public works facility, and installation of public improvements necessary to serve the redevelopment.

**Section 2.2.3** The City will convey the Contributed Properties to the RDA.

**Section 2.2.4** The City will provide interim financing and the RDA will provide permanent (post-construction) financing for the Project.

**Section 2.2.5** The RDA will lease the Development Area to the City. The City will buy back the Development Area at lease end.

### ARTICLE III

#### **PREPROJECT UNDERTAKINGS**

**Section 3.1 Purpose.** The parties acknowledge that the Project will require substantial financial resources.

**Section 3.2 City and RDA Performance Subject to Required Government Approvals.** The parties acknowledge that various of the specific undertakings of the City and RDA described under this Agreement require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the City and RDA, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's and the RDA's obligations herein are conditioned upon the obtaining of all such approvals in the manner required by law. The City and RDA cannot assure that all such approvals will be obtained, however they agree to use their best, good faith efforts to obtain them.

**Section 3.03 USDA Loan.** The parties acknowledge the Project is not accomplishable without the successful acquisition of USDA financing.

### ARTICLE IV

#### **CITY OBLIGATIONS:** **LAND TRANSFER IN AID OF DEVELOPMENT AND CONSTRUCTION OF** **PUBLIC IMPROVEMENTS**

**Section 5.1 City Contribution to RDA.** City unconditionally and irrevocably agrees to transfer the property described on **EXHIBIT B**, (the "Contributed Property"), to the RDA for the purpose of redevelopment, implementing the Project, and this Agreement for the purchase price of \$1.00 each, except City shall retain ownership rights and responsibilities of the

communication tower at 455 Baldwin St. The communication tower is owned and utilized by the City for emergency communication purposes. City will convey by deed the Contributed Property and pay all closing costs.

**Section 5.2 City Financing.**

**Section 5.2.1** City shall be responsible for securing interim financing, to the extent necessary, in order to accomplish the Project, including demolition of the structures on the Development Area and construction of a new public works facility.

**Section 5.2.2** Additionally, City will aid RDA in meeting certain financial conditions necessary for RDA to obtain permanent financing for the redevelopment Project from USDA. To that end, City shall transfer ownership of the properties listed on **EXHIBIT B**, ("Additional Contributed Property") to RDA free and clear of all liens and encumbrances and City shall pay all closing costs.

**Section 5.3 Project Activities.**

**Section 5.3.1** City shall prepare a Project Plan, budget, and schedule for all activities and submit for RDA review and USDA approval, as required.

**Section 5.3.2 Demolition.** City shall be responsible for demolition of the structures on the Development Area on or before [insert date].

**Section 5.3.3 Construction.** City shall be responsible for developing construction plans, engaging engineering and construction management services and ensuring construction of the public works facility on or before [insert date]. City shall prepare and provide evidence of construction related contract(s) for the Project. City shall begin construction of the public works facility no later than [insert date] and such construction shall be completed no later than [insert date]. The public works facility shall be constructed in accordance with the Project Plans reviewed and approved by the USDA representative and in a good and workmanlike manner consistent with prevailing industry standards for construction in the Menasha, Wisconsin area.

**Section 5.3.4 Lease Agreement.** City shall enter into a lease agreement with RDA.

**Section 5.3.5 City's Incentive to RDA.** City shall make an annual payment to RDA in the amount of \$5,000.00; an administration fee for the years 2020 through 2040 for the purpose of assistance in the issuance and monitoring of the debt service payments, implementing the Project and this Agreement.

**Section 5.3.6** City shall secure and provide evidence of construction and interim financing and equity necessary to complete the Project.

**Section 5.3.7** City shall secure all permits and approvals necessary for the Project.

**Section 5.3.8** All of the above shall be in form and substance satisfactory to RDA and USDA.

**Section 5.3.9** City shall comply with all terms and conditions of applicable USDA application, documentation, regulation and approval requirements imposed upon RDA.

**Section 5.4 Environmental.** Phase I and Phase II Environmental Assessments have been undertaken for the Development Area. City will retain primary responsibility for all environmental issues that arise as a result of the Project.

**Section 5.5** City will not, without RDA's and USDA's prior written consent, change the scope of the Project after its approval by the City, RDA and USDA or materially change the uses of the Development Area.

**Section 5.6** City will permit RDA and USDA and/or their consultant, reviewer or inspector, at all reasonable times: (a) to review and inspect the Project and all matters relating to the Project thereof, and (b) to review and copy all of City's and General Contractor's books and records pertaining to the Project.

## **ARTICLE V**

### **RDA OBLIGATIONS**

**Section 6.1 Contributed Property.** The RDA agrees to accept ownership of the Contributed Property from the City, except that City retains responsibility for environmental issues. The RDA agrees to enter into a Lease Agreement with the City allowing use of the Contributed Property for the purpose of public works facilities.

**Section 6.2 Administration of Lease Agreement.** The RDA agrees to administer the Lease Agreement that the City and the RDA enter into for the Contributed Properties.

**Section 6.3** RDA will issue nontaxable revenue bonds in the amount of not to exceed \$11,015,000 to reimburse the City for construction of the public works facility on the Contributed Property, that is, the amount necessary to pay-off City's interim financing obligation for the Project.

**Section 6.4** The bonds will be issued and delivered to the United States Department of Agriculture only upon completion of the construction and site improvement work and submission of documentation satisfactory to the RDA and USDA reflecting actual costs expended on such work. Monies from the bonds will be used only to pay City's interim financing obligation for the Project.

**Section 6.5** RDA agrees to take action and sign documents needed to accept final financing of the Project secured by bonds through the United States Department of Agriculture. Such funds secured from USDA shall only be used for purposes of development of the Public Works Facility and the terms and conditions of acceptance of the monies imposed by USDA.

**Section 6.6** RDA agrees to grant public easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate the Project with the cost to be paid by the City.

## ARTICLE VI

### MISCELLANEOUS

**Section 7.1 Restrictions on Sale of the Contributed Properties.** The Contributed Properties may not be sold, transferred or conveyed by the RDA, except as set forth herein this Agreement.

**Section 7.2 Assignments of Rights Under this Agreement.** No party may assign its rights under this Agreement without the written consent of the other parties.

**Section 7.3 Termination of Agreement.** This Agreement shall remain in effect until its anniversary date in the year \_\_\_\_ unless terminated earlier by unanimous written agreement of the parties or pursuant to Section \_\_\_\_.

**Section 7.4 Default and Notice of Default.** In the event any party to this Agreement is in default hereunder (the "Defaulting Party") the other party ("Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that they first give the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than ninety (90) days in which the default may be cured by the Defaulting Party. If, after the specified time period for cure, proceedings are initiated to cure an alleged default, the prevailing party in such proceedings shall be entitled to reimbursement from the other party for its reasonable attorney fees and associated costs incurred in such proceedings.

**Section 7.5 Right of Entry for Construction Inspection and Testing.** Prior to substantial completion of the Project, the RDA shall have the right to have its representatives enter upon Development Area at any time without notice for the purpose of inspecting construction, making surveys and conducting tests and measurements.

**Section 7.6 Nondiscrimination.** Each party agrees that neither the Project nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap, sexual orientation or national origin, and that the construction and operation of the Project shall be in compliance with all effective laws.

**Section 7.8 No Personal Liability.** Under no circumstances shall any alderperson, officer, official, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**Section 7.9 Force Majeure.** No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or

by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

**Section 7.10 Parties and Interests; Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

**Section 7.11 Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the City: City of Menasha  
100 Main Street, Suite 200  
Menasha, Wisconsin 54952-3190  
Attention: City Clerk

To the RDA: Redevelopment Authority of the City of Menasha  
100 Main Street, Suite 200  
Menasha, Wisconsin 54952-3190  
Attention: Executive Director

Either party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

**Section 7.12 Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

**Section 7.13 Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

**Section 7.14 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

**Section 7.15 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 7.16 Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for

any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 7.17 Covenants Running With The Land; Memorandum of Agreement.** The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the RDA, any Developer and all successive owners of the Contributed Property, or any portion thereof, and their respective heirs, representatives, successors and assigns. Promptly upon its acquisition of the Contributed Properties and prior to the sale, transfer, conveyance or lease of any portion thereof or to the recording of any mortgage or other security instrument against any portion of the Contributed Properties, the RDA agrees to record a memorandum of this Agreement with the Register of Deeds for Winnebago County, Wisconsin against the Contributed Properties. Such memorandum shall be in form and substance reasonably acceptable to the City and the RDA.

**Section 7.18 RDA and City Authorization.** The execution of this Agreement was authorized by RDA Resolution \_\_\_ adopted on \_\_\_\_\_, 2019 and Common Council Resolution Number \_\_\_ adopted on \_\_\_\_\_, 2019

[Execution Page Follows]



IN WITNESS WHEREOF, the parties have executed this Agreement as of December \_\_, 2019.

CITY OF MENASHA

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

(SEAL)

THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF MENASHA

By \_\_\_\_\_  
Chairperson

Attest \_\_\_\_\_  
Executive Director

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF WISCONSIN )  
 )ss  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of December, 2019 the above named \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin

My Commission expires

\_\_\_\_\_

STATE OF WISCONSIN )  
 )ss  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of December, 2019, the above named \_\_\_\_\_, Chairperson and \_\_\_\_\_, Executive Director to me known to be the persons who executed the foregoing instrument and acknowledges the same.

\_\_\_\_\_  
Notary Public, Wisconsin

My Commission expires

\_\_\_\_\_

## EXHIBIT A

### Development Area

455 Baldwin St., Menasha, Wisconsin further described as:

*Commencing at the West ¼ corner of Section 13, Township 20 North, Range 17 East, said point being the point of beginning (POB) of the parcel to be described; thence S 89°06'17" E along the south line of the Northwest ¼ of said Section 13, 197.29 feet; thence S 00°19'05" E, 444.34 feet to the northerly right-of-way line of the Canadian National Railroad; thence S 74°40'38" W along said right-of-way, 243.55 feet to the southeast corner of Lot 1 of Certified Survey Map No. 6609; thence N 00°13'40" E along the east line of said Lot 1, 247.95 to the northeast corner of said Lot 1; thence N 89°45'11" W along the north line of said Lot 1, 145.71 feet to the northerly corner of said Lot 1; thence S 43°57'13" W along the northwesterly line of said Lot 1, 56.69 feet to the northwest corner of said Lot 1; thence S 09°25'41" E along the west line of said Lot 1, 250.34 feet to the southwest corner of said Lot 1 and said northerly right-of-way line; thence S 74°40'38" W along said northerly right-of-way line, 583.83 feet to the extension of the west line of Baldwin Street; thence N 27°19'27" W along said extension of the west line of Baldwin Street, 170.16 feet to the south line of 4<sup>th</sup> Street; thence N 78°34'39" E along said south line, 62.39 feet to the east line of Baldwin Street; thence N 27°19'27" W along said east line, 373.23 feet; thence N 60°05'10" E, 714.74 feet; thence N 27°27'47" W, 300.18 feet to the south line of S.T.H. "114" (Plank Road); thence N 60°01'06" E along said south line, 374.95 feet; thence N 68°41'15" E along said south line, 135.79 feet to the west line of the Northwest ¼ of said Section 13; thence S 00°14'48" W along said west line, 649.39 feet to the point of beginning.*

**EXHIBIT B**

**Contributed Properties**

455 Baldwin Street, Menasha, Wisconsin

**Additional Contributed Properties**

Lot 1, Province Terrace, Menasha, Wisconsin	56,628 square feet, approximately
Lot 2, Province Terrace, Menasha, Wisconsin	27,051 square feet, approximately
Lot 4, Province Terrace, Menasha, Wisconsin	13,852 square feet, approximately
Lot 5, Province Terrace, Menasha, Wisconsin	44,649 square feet, approximately
Lot 10, Province Terrace, Menasha, Wisconsin	88,801 square feet, approximately
Lot 11, Province Terrace, Menasha, Wisconsin	63,423 square feet, approximately
Lot 12, Province Terrace, Menasha, Wisconsin	31,712 square feet, approximately

## **LEASE AND BUYBACK AGREEMENT**

This lease and buyback agreement, dated as of {date}, 2019 (“Lease”), is between the City of Menasha, a Wisconsin municipal corporation, as lessee, (“Menasha”) and The Redevelopment Authority of the City of Menasha, lessor, (“RDA”).

### **RECITALS**

**WHEREAS**, RDA is carrying out a project of community redevelopment and has acquired real property from Menasha, more fully described in **EXHIBIT A**, attached hereto, and upon which a new public works facility is constructed (“Leased Facility”);

**WHEREAS**, Pursuant to §66.1333(9), Wis. Stats., and in accordance with its redevelopment plan, RDA wishes to lease the Leased Facility to the City, and the City wishes to lease the Leased Facility from RDA, such that at all times during the term of this Lease, the City will remain in possession and control and will continue to engage in public works operations using the Leased Facility in accordance with the terms of this Lease and requirements and conditions imposed by the United States Department of Agriculture (“USDA”).

**WHEREAS**, the parties wish that ownership of the Leased Facility revert back to the City at the end of this Lease for payment of one dollar (\$1.00) to RDA, or before the end of the Lease if possible;

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I**

#### **TERM AND RENTS**

**Section 1.1 Term.** The term of this Lease shall be for forty (40) years, commencing [date] and ending midnight, [date] (“Lease Term”), unless terminated earlier as provided herein.

**Section 1.1.1** Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall the obligations of any party, be otherwise affected by:

**Section 1.1.2** Reason of the condition, merchantability, design, quality, fitness for use, any defect in or damage to, loss of possession or use, destruction of any or all of the Leased Facility, however caused, or any inability to use the Leased Facility or any part thereof by reason of any such defect, or the replacement of any components by the City or RDA;

**Section 1.1.3** Any prohibition or restriction of or interference with the City’s use of any or all of the Leased Facility by any person;

**Section 1.1.3** The insolvency of or the commencement by or against the City or the RDA of any bankruptcy, reorganization or similar proceeding;

**Section 1.1.4** Any restriction, prevention or curtailment of or with any use of the Leased Facility or any part thereof;

**Section 1.1.5** Any claim that City has or might have against any person, including any vendor, manufacturer or contractor of or for the Leased Facility;

**Section 1.1.6** Any disaffirming of this Lease by the City or any provision hereof;

**Section 1.1.7** The impossibility of performance by any party under this Lease;

**Section 1.1.8** Any failure on the part of RDA to perform or comply with any of the terms of this Lease.

**Section 1.2 Rent.** City shall pay Rent to RDA on or before each Rent Payment Date during the Lease Term, as set forth on **EXHIBIT C** attached hereto and incorporated herein by this reference.

**Section 1.2.1 Additional Rent.** City shall pay Additional Rent to RDA, semiannually, as required by USDA, equal to the Reserve Requirement, and deposited in the Reserve Account until the Reserve Amount is reached.

**Section 1.2.2** If funds are withdrawn from the Reserve Account to satisfy any unpaid Rent obligations of the City, such payments received by RDA will be credited against the City's Rent obligations and the City agrees to replenish the funds from available City funds as soon as possible.

**Section 1.3** It is the intention of the parties that all payments of Rent and Additional Rent payable by the City hereunder shall be payable in all events in the manner and at the times herein provided. There shall be no rent abatement, set-off, suspension, deduction, counterclaim or defense, under any circumstances.

## **ARTICLE II**

### **ACKNOWLEDGMENTS**

**Section 2.1** The obligation of the City to pay Rent and Additional Rent is conditioned upon annual appropriation of such payments by the City.

**Section 2.2** The Leased Facility is being leased at its fair market value.

**Section 2.3** The RDA will have revenue bonds (Bonds) issued in order to fund the project of community redevelopment constructing the public works facility. For as long as any of the Bonds remain outstanding, the City will maintain a debt limit capacity such that the combined

outstanding principal amount of (i) the City's general obligation bonds or notes or certificates of indebtedness and (ii) the maximum annual debt service on the Bonds, shall at no time exceed the City's constitutional debt limit.

**Section 2.4** No portion of the Leased Facility shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations thereunder.

**Section 2.5 Not Debt.** Notwithstanding any provision to the contrary herein, by implication or otherwise, the obligations of the City created by or arising out of this Lease shall not be general debt obligations of the City and do not constitute or give rise to charges against its general credit or taxing powers.

**Section 2.6 Municipal Budget; Consequences of Non-Appropriation; Non-Substitution.** The City hereby covenants that its staff will include the Rent and Additional Rent to become due hereunder in its annual budget submitted to the Common Council of the City for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Common Council and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The City reasonably believes, expects, and intends that funds will be budgeted and appropriated sufficient to make all payments of Rent and Additional Rent during the term of this Lease Agreement.

### ARTICLE III

#### **USE, MAINTENANCE, REPAIR AND OPERATION OF LEASED FACILITY**

**Section 3.1** The City covenants that the Leased Facility shall be used for public purposes, a public works facility.

**Section 3.2** This Lease is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended RDA is not and shall not be required to expend any money or so any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Leased Facility or the land or any part thereof, all such obligations being the responsibility of the City.

**Section 3.4** During the Lease Term, the City shall, at its own cost and expense, keep, repair, maintain and preserve the Leased Facility in all material respects: (a) in good condition (ordinary wear and tear excepted), repair and working order; (b) in accordance with all insurance policies required to be maintained by the City under this Lease; and (c) so as not to cause any manufacturer's warranties then in effect on the Leased Facility to become void.

**Section 3.5** City shall pay all taxes due arising out of its operations on the Leased Facility or otherwise relating to the Leased Facility.

**Section 3.6** The City agrees to pay or cause to be paid all charges for utility services, and any other service used, rendered or supplied upon or in connection with the Leased Facility during the Leasehold Term and to protect the RDA and save it harmless against any liability or damages on such account.

**Section 3.7** The City agrees that RDA will not be obligated to (a) repair, renew, replace or improve all or any part of the Leased Facility or (b) make any repairs to the Leased Facility at the expense of RDA.

**Section 3.8 Alterations and Additions to Leased Property.** The City shall have the right at any time and from time to time during the Leasehold Term, without liability to the RDA, to make such changes, alterations, and additions, structural or otherwise, to the Leased Facility and any fixtures thereof, now or hereafter located on the Leased Facility, as the City shall deem necessary or desirable in connection with the use of the Leased Facility. All such changes, alterations, and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Facility or the Rent value thereof. The cost of any such change, alteration, or addition shall be promptly paid and discharged so that the Leased Facility shall at all times be free of liens for labor and materials supplied to the Leased Facility, provided, however, that the City may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Facility is not in danger of being lost through Lien foreclosure or otherwise. All alterations, additions, and improvements to the Leased Facility shall be and become a part of the realty covering the Leased Facility.

## ARTICLE IV

### RISK OF LOSS AND INSURANCE

**Section 4.1** The City shall use and operate the Leased Facility in compliance in all material respects with all applicable Laws. The City shall obtain and maintain in full force and effect all authorizations required by applicable law to use and operate the Leased Facility and to perform its other obligations under this Lease and shall comply in all material respects with all such authorizations in connection with the use and operation of the Leased Facility. The City will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

**Section 4.2** The City shall not use and operate the Leased Facility for any purpose that would adversely affect the fair market value, remaining useful life or residual value of the Leased Facility (other than to the extent any of the foregoing constitutes ordinary wear and tear).

**Section 4.3 Claims Against Third Parties Relating to the Leased Facility.** During the Lease Term, so long as no City Event of Default shall have occurred and be continuing, RDA hereby appoints and constitutes the City as its agent and attorney-in-fact to assert and enforce,

from time to time, in the name and for the account of RDA and the City, as their interests may appear, but in all cases at the sole cost and expense of the City, whatever Claims and rights RDA may have in respect of the Leased Facility against any manufacturer, vendor, or contractor, or under any express or implied warranties relating to the Leased Facility.

**Section 4.3.1 Right to Enter.**

- (a) RDA and its designees shall have the right to enter the Leased Facility for the purpose of exercising any of RDA's rights or performing any of its obligations under this Lease; provided that RDA and its designees shall comply with all the City's reasonable rules and regulations, including security and safety requirements and any applicable insurance policies.
- (b) Upon the occurrence and continuation of a City event of default and the exercise of remedies by RDA pursuant to Sections 6.4 & 6.5, RDA shall have the right to enter the Leased Facility for the purpose of repossessing the Leased Facility.

**Section 4.3.2 Risk of Loss.**

- (a) During the Lease Term (and upon expiration of the Lease Term), the risk of loss of or decrease in the enjoyment and beneficial use of the Leased Facility as a result of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars, or otherwise is assumed by the City.
- (b) The City shall notify RDA of any Event of loss (including a description of the loss of, destruction or damage to, or the taking of the Leased Facility) resulting in physical loss, destruction or damage to the Leased Facility in excess of \$50,000. Following any Event of Loss with respect to the Leased Facility occurring during the Lease Term, the City shall promptly repair the Leased Facility or replace a component thereof, as applicable so that the Leased Facility shall have a current and residual value, remaining useful life and utility at least equal to that of the Leased Facility prior to such Event of Loss. The City shall notify RDA of the repairs to be undertaken with respect to the Leased Facility and when such repairs are completed. RDA and its designees shall be entitled to make a physical inspection of the damaged and restored property in accordance with Section 4.3.1.

**Section 4.4 Insurance.**

**Section 4.4.1 Liability.** At all times during the Lease Term, the City shall maintain general public liability insurance with respect to the Leased Facility and claims for personal injury, death or property damage for which the RDA or City might be liable; in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate per year. RDA shall be a named additional insured and loss payee on all policies to the extent they relate to the Leased Facility.



**Section 4.4.2 Hazard.** At all times during the Lease Term, the City shall continually insure all structures that are part of the Leased Facility against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.

**Section 4.5** In the event of any damage, loss or destruction of the Lease Facility, or any part thereof, or any lost fixtures, the proceeds of any insurance which pertains to such premises and fixtures shall be used and applied by the City as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

**Section 4.6** In consideration of the provisions of this Agreement giving and granting to the City exclusive possession, custody and control of the Leased Property, the City hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the City covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

**Section 4.7** If the City does not take out or maintain the insurance coverage required under this Lease, then RDA may (but shall not be obligated to), upon 30 days prior written notice (unless the aforementioned insurance would lapse within such period, in which event notice should be given as soon as reasonably possible) to the City of any such failure, take out the required policies of insurance and pay the premium on such required policies of insurance. Then City shall reimburse RDA for any such premiums paid by RDA within ten (10) days of written notice of such premium payment by RDA.

**Section 4.2 Condemnation.** If all or any part of the Leased Facility is taken by Condemnation, any Condemnation Award will be paid to RDA (regardless of whether the Governmental Authority that is carrying out the Condemnation makes such award to RDA or the City). The parties' obligations under this Lease (including but not limited to the obligation of the City to pay Rent and Additional Rent) will continue in full force and effect; provided, that RDA shall apply any Condemnation Award to (a) replace any portion of the Leased Facility taken by Condemnation, and/or (b) reduce the City's obligations to pay Rent, the Termination Payment or the Additional Rent Payment, so that RDA is able to pay off the Bonds.

## ARTICLE V

### **END OF TERM OBLIGATIONS OF CITY; CITY OPTION TO ACQUIRE LEASED FACILITY**

**Section 5.1 End of Term Purchase of Leased Facility.** Upon expiration of the Lease Term, the City shall purchase the Leased Facility from RDA, and RDA shall sell the Leased Facility to the City, and the City shall pay RDA the Termination Payment of one (1) dollar, which payment is subject to increase as provided on **EXHIBIT C**. RDA shall transfer the Leased Facility on an “as is” and “where is” basis by an appropriate instrument of transfer prepared and recorded at the City’s expense; provided that such instrument of transfer shall contain a warranty as to the authority to execute and deliver the instrument of transfer and as to the absence of Liens attributable to RDA. Closing will occur on the last day of the Lease Term, if it is a Business Day, with the transaction to be deemed effective as of midnight the following day. If the last day of the Lease term is not a Business Day, closing will occur on the next Business Day and the Lease Term is extended for such period until closing occurs.

**Section 5.2 City Option to Acquire Leased Facility.** At any time during the Lease Term, the City has the non-assignable right to acquire the Leased Facility for the Option Payment as calculated on **EXHIBIT C** (“Option”) if at such time it is current on all obligations to RDA under this Lease, including but not limited to the obligation to pay Rent. The City shall exercise this Option by providing written notice to RDA at least thirty (30) days prior to the City’s proposed closing date. At closing on the Option, RDA shall transfer the Leased Facility on an “as is” and “where is” basis by an appropriate instrument of transfer prepared and recorded at the City’s expense; provided that such instrument of transfer shall contain a warranty as to the authority to execute and deliver the instrument of transfer and as to the absence of Liens attributable to RDA. Upon closing on the Option, and RDA’s receipt of the Option Payment which can only be used to pay the Bonds, this Lease shall terminate, except for those provisions that expressly survive the termination of this Lease.

## ARTICLE VI

### **MISCELLANEOUS**

**Section 6.1 Payment of Costs and Expenses.** If the City defaults under any provisions of this Lease and the RDA employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the City herein contained, the City agrees that it will on demand pay to the RDA the reasonable attorney and such other reasonable fees and expenses so incurred by the RDA.

**Section 6.2 No Joint Venture.** Any intention to create a joint venture or partnership relation between RDA and City is hereby expressly disclaimed.

**Section 6.3 Covenants Against Waste.** The City covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement, or injury to the Leased Facility or any building or improvement now or hereafter on the Leased Facility or the fixtures or equipment thereof.

**Section 6.4** If the Common Council of the City in any year does not budget and appropriate the Rent and Additional Rent to become due during the next succeeding year, the City will provide written notice to that effect to the RDA and to the USDA no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30 days after notice of any non-appropriation has been given by the City to the RDA (the "Termination Date") unless, prior to such date, the City adopts an amendment to its budget appropriating the Rent and Additional Rent becoming due or otherwise provides for the payment of such Rent and Additional Rent.

**Section 6.5** The City shall, upon such termination, and no later than the Termination Date, peacefully quit, surrender, and deliver up to the RDA, its successors or assigns, the Leased Facility in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Facility has become lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for use for any reason, the City shall repair or replace such Leased Facility at the City's sole cost prior to surrender of the Leased Facility to the RDA, with said repair or replacement subject to the RDA's reasonable approval.

All obligations of the City arising under this Lease Agreement during the City's occupancy of the Leased Property shall survive this Lease Agreement.

**Section 6.6 Mortgage.** The City acknowledges that the RDA has entered into the Mortgage as a long-term mortgage on the Leased Facility for as long as any of the Bonds remain outstanding and covenants that it will not take any action that would cause the RDA to breach the terms of the Mortgage or the Lease, provided, however, that notwithstanding the foregoing or any provisions of the Mortgage, payment of all Rent and Additional Rent hereunder is and remains expressly conditioned upon annual appropriation by the Common Council and failure of the Common Council to appropriate any Rent or Additional Rent shall not constitute a breach of this Section.

**Section 6.7 No Assignment.** This Lease shall not be assigned by the City for any reason, in whole or in part, without the express written consent of the RDA.

**Section 6.8 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

**Section 6.9 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

**Section 6.10 Beneficiaries of Agreement.** This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

**IN WITNESS WHEREOF**, the City of Menasha, Wisconsin, has caused this Lease and Buy-back Agreement to be executed by its Mayor and City Clerk and its seal affixed, and The Redevelopment Authority of the City of Menasha, Wisconsin, has caused this Lease Agreement to be executed by its Executive Director all as of the day and year first hereinabove set forth.

**CITY OF MENASHA, WISCONSIN**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**THE REDEVELOPMENT AUTHORITY OF  
THE CITY OF MENASHA, WISCONSIN**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Executive Director

## EXHIBIT A

### Development Area

455 Baldwin St., Menasha, Wisconsin further described as:

*Commencing at the West ¼ corner of Section 13, Township 20 North, Range 17 East, said point being the point of beginning (POB) of the parcel to be described; thence S 89°06'17" E along the south line of the Northwest ¼ of said Section 13, 197.29 feet; thence S 00°19'05" E, 444.34 feet to the northerly right-of-way line of the Canadian National Railroad; thence S 74°40'38" W along said right-of-way, 243.55 feet to the southeast corner of Lot 1 of Certified Survey Map No. 6609; thence N 00°13'40" E along the east line of said Lot 1, 247.95 to the northeast corner of said Lot 1; thence N 89°45'11" W along the north line of said Lot 1, 145.71 feet to the northerly corner of said Lot 1; thence S 43°57'13" W along the northwesterly line of said Lot 1, 56.69 feet to the northwest corner of said Lot 1; thence S 09°25'41" E along the west line of said Lot 1, 250.34 feet to the southwest corner of said Lot 1 and said northerly right-of-way line; thence S 74°40'38" W along said northerly right-of-way line, 583.83 feet to the extension of the west line of Baldwin Street; thence N 27°19'27" W along said extension of the west line of Baldwin Street, 170.16 feet to the south line of 4<sup>th</sup> Street; thence N 78°34'39" E along said south line, 62.39 feet to the east line of Baldwin Street; thence N 27°19'27" W along said east line, 373.23 feet; thence N 60°05'10" E, 714.74 feet; thence N 27°27'47" W, 300.18 feet to the south line of S.T.H. "114" (Plank Road); thence N 60°01'06" E along said south line, 374.95 feet; thence N 68°41'15" E along said south line, 135.79 feet to the west line of the Northwest ¼ of said Section 13; thence S 00°14'48" W along said west line, 649.39 feet to the point of beginning.*



**City of Menasha  
Winnebago County, WI  
Public Works Facility**

**EXHIBIT A**

 Public Works Facility



0 125 250 500  
Feet



## EXHIBIT C

Payment Date	Principal	4.25% Interest	Total Payment	Outstanding Balance
1/15/2022				\$ 11,015,000.00
7/15/2022	\$ -	\$ -	\$ -	
1/15/2023	\$ -	\$ 468,137.50	\$ 468,137.50	\$ 11,015,000.00
7/15/2023	\$ -	\$ -	\$ -	
1/15/2024	\$ -	\$ 468,137.50	\$ 468,137.50	\$ 11,015,000.00
7/15/2024	\$ -	\$ -	\$ -	
1/15/2025	\$ 60,000.00	\$ 468,137.50	\$ 528,137.50	\$ 10,955,000.00
7/15/2025	\$ -	\$ 232,793.75	\$ 232,793.75	
1/15/2026	\$ 70,000.00	\$ 232,793.75	\$ 302,793.75	\$ 10,885,000.00
7/15/2026	\$ -	\$ 231,306.25	\$ 231,306.25	
1/15/2027	\$ 80,000.00	\$ 231,306.25	\$ 311,306.25	\$ 10,805,000.00
7/15/2027	\$ -	\$ 229,606.25	\$ 229,606.25	
1/15/2028	\$ 90,000.00	\$ 229,606.25	\$ 319,606.25	\$ 10,715,000.00
7/15/2028	\$ -	\$ 227,693.75	\$ 227,693.75	
1/15/2029	\$ 300,000.00	\$ 227,693.75	\$ 527,693.75	\$ 10,415,000.00
7/15/2029	\$ -	\$ 221,318.75	\$ 221,318.75	
1/15/2030	\$ 300,000.00	\$ 221,318.75	\$ 521,318.75	\$ 10,115,000.00
7/15/2030	\$ -	\$ 214,943.75	\$ 214,943.75	
1/15/2031	\$ 300,000.00	\$ 214,943.75	\$ 514,943.75	\$ 9,815,000.00
7/15/2031	\$ -	\$ 208,568.75	\$ 208,568.75	
1/15/2032	\$ 300,000.00	\$ 208,568.75	\$ 508,568.75	\$ 9,515,000.00
7/15/2032	\$ -	\$ 202,193.75	\$ 202,193.75	
1/15/2033	\$ 300,000.00	\$ 202,193.75	\$ 502,193.75	\$ 9,215,000.00
7/15/2033	\$ -	\$ 195,818.75	\$ 195,818.75	
1/15/2034	\$ 305,000.00	\$ 195,818.75	\$ 500,818.75	\$ 8,910,000.00
7/15/2034	\$ -	\$ 189,337.50	\$ 189,337.50	
1/15/2035	\$ 305,000.00	\$ 189,337.50	\$ 494,337.50	\$ 8,605,000.00
7/15/2035	\$ -	\$ 182,856.25	\$ 182,856.25	
1/15/2036	\$ 305,000.00	\$ 182,856.25	\$ 487,856.25	\$ 8,300,000.00
7/15/2036	\$ -	\$ 176,375.00	\$ 176,375.00	
1/15/2037	\$ 305,000.00	\$ 176,375.00	\$ 481,375.00	\$ 7,995,000.00
7/15/2037	\$ -	\$ 169,893.75	\$ 169,893.75	
1/15/2038	\$ 305,000.00	\$ 169,893.75	\$ 474,893.75	\$ 7,690,000.00
7/15/2038	\$ -	\$ 163,412.50	\$ 163,412.50	
1/15/2039	\$ 310,000.00	\$ 163,412.50	\$ 473,412.50	\$ 7,380,000.00
7/15/2039	\$ -	\$ 156,825.00	\$ 156,825.00	
1/15/2040	\$ 310,000.00	\$ 156,825.00	\$ 466,825.00	\$ 7,070,000.00
7/15/2040	\$ -	\$ 150,237.50	\$ 150,237.50	
1/15/2041	\$ 310,000.00	\$ 150,237.50	\$ 460,237.50	\$ 6,760,000.00
7/15/2041	\$ -	\$ 143,650.00	\$ 143,650.00	
1/15/2042	\$ 310,000.00	\$ 143,650.00	\$ 453,650.00	\$ 6,450,000.00
7/15/2042	\$ -	\$ 137,062.50	\$ 137,062.50	
1/15/2043	\$ 310,000.00	\$ 137,062.50	\$ 447,062.50	\$ 6,140,000.00
7/15/2043	\$ -	\$ 130,475.00	\$ 130,475.00	
1/15/2044	\$ 315,000.00	\$ 130,475.00	\$ 445,475.00	\$ 5,825,000.00
7/15/2044	\$ -	\$ 123,781.25	\$ 123,781.25	



### EXHIBIT C

Payment Date	Principal	4.25% Interest	Total Payment	Outstanding Balance
1/15/2045	\$ 315,000.00	\$ 123,781.25	\$ 438,781.25	\$ 5,510,000.00
7/15/2045	\$ -	\$ 117,087.50	\$ 117,087.50	
1/15/2046	\$ 315,000.00	\$ 117,087.50	\$ 432,087.50	\$ 5,195,000.00
7/15/2046	\$ -	\$ 110,393.75	\$ 110,393.75	
1/15/2047	\$ 315,000.00	\$ 110,393.75	\$ 425,393.75	\$ 4,880,000.00
7/15/2047	\$ -	\$ 103,700.00	\$ 103,700.00	
1/15/2048	\$ 320,000.00	\$ 103,700.00	\$ 423,700.00	\$ 4,560,000.00
7/15/2048	\$ -	\$ 96,900.00	\$ 96,900.00	
1/15/2049	\$ 320,000.00	\$ 96,900.00	\$ 416,900.00	\$ 4,240,000.00
7/15/2049	\$ -	\$ 90,100.00	\$ 90,100.00	
1/15/2050	\$ 320,000.00	\$ 90,100.00	\$ 410,100.00	\$ 3,920,000.00
7/15/2050	\$ -	\$ 83,300.00	\$ 83,300.00	
1/15/2051	\$ 320,000.00	\$ 83,300.00	\$ 403,300.00	\$ 3,600,000.00
7/15/2051	\$ -	\$ 76,500.00	\$ 76,500.00	
1/15/2052	\$ 325,000.00	\$ 76,500.00	\$ 401,500.00	\$ 3,275,000.00
7/15/2052	\$ -	\$ 69,593.75	\$ 69,593.75	
1/15/2053	\$ 325,000.00	\$ 69,593.75	\$ 394,593.75	\$ 2,950,000.00
7/15/2053	\$ -	\$ 62,687.50	\$ 62,687.50	
1/15/2054	\$ 325,000.00	\$ 62,687.50	\$ 387,687.50	\$ 2,625,000.00
7/15/2054	\$ -	\$ 55,781.25	\$ 55,781.25	
1/15/2055	\$ 325,000.00	\$ 55,781.25	\$ 380,781.25	\$ 2,300,000.00
7/15/2055	\$ -	\$ 48,875.00	\$ 48,875.00	
1/15/2056	\$ 325,000.00	\$ 48,875.00	\$ 373,875.00	\$ 1,975,000.00
7/15/2056	\$ -	\$ 41,968.75	\$ 41,968.75	
1/15/2057	\$ 325,000.00	\$ 41,968.75	\$ 366,968.75	\$ 1,650,000.00
7/15/2057	\$ -	\$ 35,062.50	\$ 35,062.50	
1/15/2058	\$ 330,000.00	\$ 35,062.50	\$ 365,062.50	\$ 1,320,000.00
7/15/2058	\$ -	\$ 28,050.00	\$ 28,050.00	
1/15/2059	\$ 330,000.00	\$ 28,050.00	\$ 358,050.00	\$ 990,000.00
7/15/2059	\$ -	\$ 21,037.50	\$ 21,037.50	
1/15/2060	\$ 330,000.00	\$ 21,037.50	\$ 351,037.50	\$ 660,000.00
7/15/2060	\$ -	\$ 14,025.00	\$ 14,025.00	
1/15/2061	\$ 330,000.00	\$ 14,025.00	\$ 344,025.00	\$ 330,000.00
7/15/2061	\$ -	\$ 7,012.50	\$ 7,012.50	
1/15/2062	\$ 330,000.00	\$ 7,012.50	\$ 337,012.50	\$ -
<b>TOTALS</b>	<b>\$ 11,015,000.00</b>	<b>\$ 10,904,862.50</b>	<b>\$ 21,919,862.50</b>	

## EXHIBIT C

Payment Date	Reserve Payment Amount	Reserve Reduction Amount	Cumulative Reserve Balance
1/15/2025	\$ 70,000.00	\$ -	\$ 70,000.00
7/15/2025	\$ -	\$ -	
1/15/2026	\$ 70,000.00	\$ -	\$ 140,000.00
7/15/2026	\$ -	\$ -	
1/15/2027	\$ 70,000.00	\$ -	\$ 210,000.00
7/15/2027	\$ -	\$ -	
1/15/2028	\$ 70,000.00	\$ -	\$ 280,000.00
7/15/2028	\$ -	\$ -	
1/15/2029	\$ 70,000.00	\$ -	\$ 350,000.00
7/15/2029	\$ -	\$ -	
1/15/2030	\$ 70,000.00	\$ -	\$ 420,000.00
7/15/2030	\$ -	\$ -	
1/15/2031	\$ 70,000.00	\$ -	\$ 490,000.00
7/15/2031	\$ -	\$ -	
1/15/2032	\$ 70,000.00	\$ -	\$ 560,000.00
7/15/2032	\$ -	\$ -	
1/15/2033	\$ 70,000.00	\$ -	\$ 630,000.00
7/15/2033	\$ -	\$ -	
1/15/2034	\$ 70,000.00	\$ -	\$ 700,000.00
7/15/2034	\$ -	\$ -	
1/15/2035	\$ -	\$ -	\$ 700,000.00
7/15/2035	\$ -	\$ -	
1/15/2036	\$ -	\$ -	\$ 700,000.00
7/15/2036	\$ -	\$ -	
1/15/2037	\$ -	\$ -	\$ 700,000.00
7/15/2037	\$ -	\$ -	
1/15/2038	\$ -	\$ -	\$ 700,000.00
7/15/2038	\$ -	\$ -	
1/15/2039	\$ -	\$ -	\$ 700,000.00
7/15/2039	\$ -	\$ -	
1/15/2040	\$ -	\$ -	\$ 700,000.00
7/15/2040	\$ -	\$ -	
1/15/2041	\$ -	\$ -	\$ 700,000.00
7/15/2041	\$ -	\$ -	
1/15/2042	\$ -	\$ -	\$ 700,000.00
7/15/2042	\$ -	\$ -	
1/15/2043	\$ -	\$ -	\$ 700,000.00
7/15/2043	\$ -	\$ -	
1/15/2044	\$ -	\$ -	\$ 700,000.00
7/15/2044	\$ -	\$ -	

### EXHIBIT C

Payment Date	Payment Amount	Reduction Amount	Reserve Balance
1/15/2045	\$ -	\$ -	\$ 700,000.00
7/15/2045	\$ -	\$ -	
1/15/2046	\$ -	\$ -	\$ 700,000.00
7/15/2046	\$ -	\$ -	
1/15/2047	\$ -	\$ -	\$ 700,000.00
7/15/2047	\$ -	\$ -	
1/15/2048	\$ -	\$ -	\$ 700,000.00
7/15/2048	\$ -	\$ -	
1/15/2049	\$ -	\$ -	\$ 700,000.00
7/15/2049	\$ -	\$ -	
1/15/2050	\$ -	\$ -	\$ 700,000.00
7/15/2050	\$ -	\$ -	
1/15/2051	\$ -	\$ -	\$ 700,000.00
7/15/2051	\$ -	\$ -	
1/15/2052	\$ -	\$ -	\$ 700,000.00
7/15/2052	\$ -	\$ -	
1/15/2053	\$ -	\$ -	\$ 700,000.00
7/15/2053	\$ -	\$ -	
1/15/2054	\$ -	\$ -	\$ 700,000.00
7/15/2054	\$ -	\$ -	
1/15/2055	\$ -	\$ -	\$ 700,000.00
7/15/2055	\$ -	\$ -	
1/15/2056	\$ -	\$ -	\$ 700,000.00
7/15/2056	\$ -	\$ -	
1/15/2057	\$ -	\$ -	\$ 700,000.00
7/15/2057	\$ -	\$ -	
1/15/2058	\$ -	\$ -	\$ 700,000.00
7/15/2058	\$ -	\$ -	
1/15/2059	\$ -	\$ -	\$ 700,000.00
7/15/2059	\$ -	\$ -	
1/15/2060	\$ -	\$ -	\$ 700,000.00
7/15/2060	\$ -	\$ -	
1/15/2061	\$ -	\$ (355,975.00)	\$ 344,025.00
7/15/2061	\$ -	\$ -	
1/15/2062	\$ -	\$ (344,025.00)	\$ -
TOTALS	<u>\$ 700,000.00</u>	<u>\$ (700,000.00)</u>	

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG  
CITY OF MENASHA AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF  
MENASHA  
DATED OCTOBER 24, 2011**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, executed in Menasha, Wisconsin on this \_\_\_ day of \_\_\_\_\_, 2019, is made effective between the City of Menasha and The Redevelopment Authority of the City of Menasha and is made with reference to the Development Agreement dated October 24, 2011.

1. As to ARTICLE V, CITY OBLIGATIONS, SECTION 5.02., ADD “For the years 2020 – 2026, the annual developer assistance payment shall be increased from \$270,000 to \$278,100, \$286,443, \$295,036, \$303,887, \$313, 004, \$322,394 and \$332,066, respectively.”
2. As to ARTICLE V, CITY OBLIGATIONS, ADD “SECTION 5.03. Adjustment Due to Actual Sales Prices. An adjustment is necessary due to differences between the estimated value relied upon at the inception of the Agreement and the actual sales price (with commissions to Brokers) at which properties have been sold. Additionally, with respect to Lots 7, 8 and 9, Lake Park Square, the City requested the RDA sell the lots as part of a development project supported by the City at nominal amount and the RDA obliged. Finally, a 60% write-down of land value to be sold is in order based upon market sales, opinion of brokers and agreement of the parties. Therefore, for the years 2020 – 2026, a developer assistance payment of \$127,811 will be made by the City to RDA.”
3. All other terms and conditions set forth in the Development Agreement shall remain the same.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above:

**City of Menasha**

By: \_\_\_\_\_  
Donald Merkes, Mayor

By: \_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

**The Redevelopment Authority of the City of Menasha**

By: \_\_\_\_\_

**CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:

\_\_\_\_\_  
Philip K. Vanderhyden, Chairperson of The Redevelopment Authority of the City  
of Menasha

\_\_\_\_\_  
Date

# U.S. DEPARTMENT OF AGRICULTURE

---

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Redevelopment Authority of the City of Menasha

Organization Name

Menasha RDA Public Works Building Project

PR/Award Number or Project Name

Philip K. Vanderhyden, Chairperson

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transactions,” “debarred,” “suspended,” “ineligible,” “lower tier covered transactions,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
	(Date)	The Redevelopment Authority of the City of Menasha	
(SEAL)		(Name of Applicant)	
		(Signature of Authorized Entity Official)	
ATTEST:		Chairperson, Philip K. Vanderhyden	
		(Title of Authorized Entity Official)	
		100 Main Street, Suite 200	
(Signature of Attesting Official)		(Address)	
Deputy City Clerk, Haley Mader		Menasha, WI 54952	
(Title of Attesting Official)		(City, State, and Zip Code)	



EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between  
The Redevelopment Authority of the City of Menasha  
(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

The Redevelopment Authority of the City of Menasha

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Haley Mader, Deputy City Clerk Secretary

By Philip K. Vanderhyden, Chairperson  
\_\_\_\_\_  
President

Position 3

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The **The Redevelopment Authority of the City of Menasha**

---

*(name of recipient)*

**100 Main Street  
Suite 200 Menasha, WI 54952**

---

*(address)*

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, **The Redevelopment Authority of the City of Menasha** on this  
*(name of recipient)*  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

( S E A L )

By: Philip K. Vanderhyden *Recipient*

*Date*

Attest:

Deputy City Clerk, Haley Mader

*Title*

**Chairperson**

*Title*

**OPINION OF COUNSEL RELATIVE TO COMPLIANCE WITH ZONING LAWS,  
DEVELOPMENT PLANS**

\_\_\_\_\_  
(DATE)

State Director  
USDA, RURAL DEVELOPMENT  
5417 Clem's Way  
Stevens Point, WI 54482

Dear Sir:

I have reviewed the proposed Menasha RDA Public Works Building Project  
(Type of Project)  
for The Redevelopment Authority of the City of Menasha  
(Borrower)

of Winnebago County, Wisconsin, and have made such searches of Public Records and information necessary to determine the existence and scope of zoning laws or Ordinances and current development plans of State, multi-jurisdictional areas, counties or municipalities in which the proposed project is located.

Based on the forgoing examinations, and to the best of my knowledge, information, and belief, I am of the opinion that the proposed project is consistent with existing zoning laws or Ordinances and any existing development plans, except,

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attorney for The Redevelopment Authority of the City of Menasha,

\_\_\_\_\_  
Pamela A. Captain



### 2020 Meeting Schedule and Deadlines

Tuesday 5:15 PM Redevelopment Authority	Monday 6:00 PM City Council
1/7/2020	1/20/2020
2/4/2020	2/17/2020
3/3/2020	3/20/2020
4/7/2020	<b>4/21/2020</b>
5/5/2020	5/18/2020
6/2/2020	6/15/2020
7/7/2020	7/20/2020
8/4/2020	8/17/2020
<b>9/15/2020</b>	9/21/2020
10/6/2020	10/19/2020
11/3/2020	11/16/2020
12/8/2020	12/21/2020

**Bold = Irregular Meeting Dates**