



NOTICE OF VILLAGE BOARD MEETING

DATE: Tuesday, September 08, 2020
TIME: 7:00pm
PLACE: Harrison Municipal Building
W5298 State Road 114
Harrison, WI 54952

Pursuant to Wis. Stats. §19.84, NOTICE is hereby given to the public that a Village of Harrison Board Meeting will be held on Tuesday, September 08, 2020 at 7:00pm. The agenda is listed below. This is a public meeting.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
5. Public Comments
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three-minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. New Business for Consideration or Action
 - a) Resolution V2020-09 Harrisville Lane Street Name Change
 - b) Accepting Stormwater Pond Deed Transfer for Hidden Pines & Southtowne Place
 - c) Driscoll Properties TID #3 Development Agreement
 - d) Resolution V2020-10 Adopting the Project Plan and Creating TID #4
 - e) Approve Dissolution of the Darboy Park Intergovernmental Agreement with Town of Buchanan
 - f) Discharge of Firearms Application for Don Mielke, W5484 Mielke Rd
 - g) Discharge of Firearms Application for Tony Mader, W5725 Manitowoc Rd/County N
7. Future Agenda Items

8. Closed Session

Pursuant to Wis. Stats. §19.85(1)(e), the Board will meet to deliberate or negotiate the purchase of public property, the investment of public funds or conduct other business when competitive or bargaining reasons require a closed session to address the following development agreement:

Toonen Companies

The Board may reconvene in open session pursuant to Wis. Stats. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

9. Adjournment

Agenda posted 09/03/2020 and posted at www.harrison-wi.org and Municipal Building lobby.

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

September 8, 2020

Title:

Harrisville Lane Street Name Change

Issue:

Should the Village Board adopt a Resolution changing the name of Harrisville Lane to Sweetgrass Trail?

Background and Additional Information:

The property owners of the Hidden Pines subdivision are petitioning the Village to change the name of the street from Harrisville Lane to Sweetgrass Trail. The reason for the request is to avoid confusion with the nearby Harrisville Court street.

In accordance with WisDOT requirements, the Village must adopt a Resolution changing the name of a street and file with appropriate WisDOT officials. The League of Wisconsin Municipalities provides guidance that an Affidavit of Correction must be recorded with the Register of Deeds for a street name change within a recorded subdivision or certified survey map.

Harrisville Lane was established via Certified Survey Map No. 3681 and Hidden Pines Subdivision.

Budget Impacts:

None. Property owners will reimburse Village for costs associated with street name change.

Recommended Action:

Staff recommends adoption of Resolution V2020-09 and approval if the Village Board wishes to change the street name.

Attachments:

- Street Name Change Petition
- Resolution V2020-09
- Affidavit of Correction

STREET NAME CHANGE PETITION

Hidden Pines Subdivision

Street Name Change

Existing Name of Road: Harrisville Lane

Proposed Name of Road: Sweetgrass Trail

Reason for Change: We would like to avoid any confusion with the already established Harrisville Court.

Subdivision Name: Hidden Pines Subdivision

Petition of Property Owners to Accompany Street Name Change

An application is being submitted to request that Harrisville Lane be changed to Sweetgrass Trail in the Village of Harrison. The street name change application is being submitted by the Property Owners within the Hidden Pines Subdivision. We, the Property Owners of Hidden Pines Subdivision, understand that there is a cost of \$110.00 (\$27.50 per street name plate, two plates per sign, two sign locations) per Laura Jungwirth, Director of Public Works. This cost will be divided by all Property Owners within the Hidden Pines Subdivision. We, the Property Owners of Hidden Pines Subdivision, also understand it is our responsibility to update any or all personal documents related to a street name or address change.

We kindly ask for this petition to be reviewed as soon as possible, given that Property Owners will be taking residence by October 2020.

STREET NAME CHANGE PETITION

Hidden Pines Subdivision

Property Owner Signatures

I am in favor of the proposed street name change.

Printed Name	Lot #	Day Phone	Signature	Date
Vicki Maas	1	920-428-7987	Vicki Maas	8/26/20
Ryan Polcyn	2	608-516-9457	Ryan Polcyn	8/27/20
Brian Mulhane	3	920-860-1174	Brian Mulhane	8-24-20
Kevin Meyer	4	920-376-0366	Kevin Meyer	8-24-20
Christie Lisowe	5	920-475-2748	Christie Lisowe	8/24/2020
Kent Gross	6	920-202-2122	Kent Gross	8/23/2020
Kent Gross	7	920-202-2122	Kent Gross	8/23/2020
Joseph Hardwick	8	920-427-3224	Joseph N Hardwick	8-26-2020
Kevin Kwasny	9	920-460-9047	Kevin Kwasny	08/27/2020
Bob Bock	10	362-331-4148	Bob Bock	8/24/20
Kent Gross	11	920-202-2122	Kent Gross	8/23/2020

RESOLUTION V2020-09

RENAMING HARRISVILLE LANE TO SWEETGRASS TRAIL, VILLAGE OF HARRISON, CALUMET & OUTAGAMIE COUNTIES, WISCONSIN

WHEREAS, State Statute 236.20(4)(a) requires the name of each road or street in a subdivision plat to be printed on the plat; and

WHEREAS, State Statute 236.295(1) specifies that correction instruments, such as affidavits to correct the names of street on a recorded plat or certified survey map shall be recorded in the office of the register of deeds; and

WHEREAS, on November 28, 2017, Certified Survey Map No. 3681 was recorded at the Calumet County Register of Deeds as Document #527195 which created a new street called Harrisville Lane; and

WHEREAS, on September 11, 2019, the Final Plat of Hidden Pines was recorded at the Calumet County Register of Deeds as Document #541575 which created a new street called Harrisville Lane; and

WHEREAS, the Village of Harrison received a petition from property owners requesting a street name change from Harrisville Lane to Sweetgrass Trail; and

WHEREAS, the property owners acknowledge that it is the property owners responsibility to update any and all personal documents related to a street name change or address change; and

WHEREAS, the property owners acknowledge that there is a cost to replace street name signs and the property owners agree to pay for such signs.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Harrison hereby changes the street name of Harrisville Lane, in its entirety, to Sweetgrass Trail.

BE IT FURTHER RESOLVED, that the Village Board of the Village of Harrison directs staff to file the necessary documents with the Calumet County Register of Deeds and appropriate state departments.

Adopted by the Board of Trustees of the Village of Harrison this 8th day of September, 2020.

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Clerk

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

September 8, 2020

Title:

Accepting Stormwater Pond Deed Transfer for Hidden Pines & Southtowne Place

Issue:

Should the Village Board accept the deed transfer lands associated with the stormwater ponds for Hidden Pines subdivision & Southtowne Place subdivision?

Background and Additional Information:

It is the Village's policy to accept stormwater management ponds for maintenance purposes to ensure they operate properly. Typically, a developer will plat a subdivision, construct the stormwater pond, then deed the pond to the Village, including the pond infrastructure and the land.

The developer of the Hidden Pines subdivision is requesting the Village take ownership of the stormwater pond. Since this pond is shared with the Southtowne Place subdivision, staff is working with that developer to deed that land as well. The property is described as Outlot 1 of Hidden Pines Subdivision and Outlot 1 of Southtowne Place Subdivision.

Budget Impacts:

None.

Recommended Action:

Staff recommends approval of the Warranty Deeds for Outlot 1 of Hidden Pines Subdivision and Outlot 1 of Southtowne Place Subdivision.

Attachments:

- None

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

September 8, 2020

Title:

Driscoll Properties TID #3 Development Agreement

Issue:

Should the Village Board consider approving the final draft of the development agreement for Driscoll Properties?

Background and Additional Information:

The Village Board has met previously to discuss and finalize terms for the development agreement for Driscoll Properties. The agreement could not be approved previously since TID #3 was formal created at the end of August. Attached is the final version of the development agreement.

Budget Impacts:

Costs will come out of TID revenues created by the project.

Recommended Action:

Staff recommends approval of the TID #3 Development Agreement for Driscoll Properties.

Attachments:

- Final draft of TID #3 Development Agreement

**TAX INCREMENTAL DISTRICT NO. 3
DEVELOPMENT AGREEMENT
(Driscoll Properties)**

This Development Agreement is made and entered into this ____ day of _____ 20____ by and between DRISCOLL PROPERTIES, LLC ("DEVELOPER"), a limited liability company, organized under the laws of the State of Wisconsin, and THE VILLAGE OF HARRISON ("VILLAGE"), a municipal corporation of the State of Wisconsin located in Calumet & Outagamie Counties, Wisconsin.

RECITALS

DEVELOPER and VILLAGE acknowledge the following:

WHEREAS, the DEVELOPER has purchased real property located in the Village and identified on Exhibit A attached hereto, referred to as the "Property" and the Property is currently agricultural land; and

WHEREAS, the VILLAGE, effective January 1, 2020, created Tax Increment District #3 (TID #3) pursuant to Section 66.1105, Wis. Stats. and approved a plan for the development of TID #3, also known as the TID #3 Project Plan, and the Property is located entirely within the boundaries of TID #3; and

WHEREAS, certain costs incurred by the VILLAGE for development of TID #3 may be reimbursed from property tax increments as provided by state law; and

WHEREAS, the DEVELOPER has approached the VILLAGE indicating a desire to develop 52.594-acres of real estate (Location Ids: 44056 and 44454) within TID #3 for the purpose of constructing multi-family residential dwelling units; and

WHEREAS, the VILLAGE desires to encourage economic development, expand its tax base, and create new jobs within the Village and the TID #3 and the VILLAGE finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interest of the VILLAGE and its residents and serve a public purpose; and

WHEREAS, the DEVELOPER warrants that the Project would not occur without the use of Tax Increment Financing and the case grants provided herein; and

WHEREAS, the VILLAGE, pursuant to Village Board action dated _____, 20__, has approved this Agreement and authorized the execution of the Agreement by the proper Village officers on the Village's behalf; and

WHEREAS, the DEVELOPER has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf; and

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

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

- I. **DEFINITIONS.** For purposes of this agreement, the following terms shall have the following meanings:
- a. **AGREEMENT.** This document and all its component parts.
 - b. **AGGREGATE ASSESSED VALUE.** The assessed value of the DEVELOPMENT PROPERTY and DEVELOPMENT IMPROVEMENTS.
 - c. **APPROVED ASSIGNS.** Contractors assigned by the DEVELOPER with the consent of the VILLAGE to construct the DEVELOPMENT IMPROVEMENTS contemplated by this AGREEMENT.
 - d. **AVAILABLE TAX INCREMENT.** The amount of tax increment (as defined in § 66.1105 Wis. Stats.) generated solely by the DEVELOPMENT PROPERTY and DEVELOPMENT IMPROVEMENTS as of December 31 of each calendar year.
 - e. **CSM:** The certified survey map with legal description marked as Exhibit A.
 - f. **SITE PLAN.** The conceptual plan, including the covenants applicable to the DEVELOPMENT PROPERTY, and the lot and buildings layout. Such plan is attached as Exhibit B.
 - g. **DEVELOPMENT IMPROVEMENTS.** Structures, buildings and accoutrements constructed by DEVELOPER or its APPROVED ASSIGNS in compliance with the SITE PLAN.
 - h. **DEVELOPMENT PROPERTY.** The 52.594-acres of property identified as Location Ids: 44056 and 44454, and otherwise illustrated in Exhibit A.
 - i. **GROUND DISTURBANCE ACTIVITIES.** The commencement of any construction of the DEVELOPMENT IMPROVEMENTS contemplated by this AGREEMENT including site preparation unless otherwise specified.
 - j. **PAYMENT DATE.** Payments under this Agreement shall be due in annual installments on April 1 of each year for the previous year's AVAILABLE TAX INCREMENT, beginning on April 1 of the calendar year following the first tax year in which there is a positive AVAILABLE TAX INCREMENT and continuing on each April 1 thereafter until the TIF TERM is reached or until the PERFORMANCE INCENTIVE is paid whichever is first. If Developer pays taxes in installments, payments shall be due on April 1 and October 1 of the calendar year based on the taxes paid during each installment.
 - k. **PERFORMANCE INCENTIVE.** Annual payments of 80% of the AVAILABLE TAX INCREMENT to DEVELOPER commencing April 1, 2022 (for calendar year 2021) and paid through the TIF TERM or until the

amount of \$765,756.00 is reached, whichever is first, payable to DEVELOPER as provided in this AGREEMENT. Provided, however, any portion of the PERFORMANCE INCENTIVE that is not paid during the TIF TERM due to insufficient AVAILABLE TAX INCREMENT shall be waived and forgiven and the VILLAGE shall have no obligation to pay all or any portion of said balance.

- l. SHORTFALL PROTECTION. A formula to reduce the total aggregate PERFORMANCE INCENTIVE of \$765,756.00 in the event the AGGREGATE ASSESSED VALUE of \$19,250,000.00, approximately \$560,000.00 per apartment building and \$875,000.00 per townhome building, is not met on or before January 1, 2029.
 - m. TIF. The VILLAGE of Harrison Tax Incremental Finance District #3 (TID #3).
 - n. TIF TERM. The initial life of the TIF terminating December 31, 2040. The TIF TERM shall not include any extension of the initial term. The VILLAGE shall not terminate the TIF before December 31, 2040 unless the maximum amount of the PERFORMANCE INCENTIVE has been paid in full.
 - o. VILLAGE COVENANTS. Real estate covenants that run on the DEVELOPMENT PROPERTY in favor of the VILLAGE or at the direction of the VILLAGE. The VILLAGE COVENANTS are attached as Exhibit C.
- II. AGREEMENT PRECONDITIONS. The following are preconditions to the responsibilities of the Parties under this AGREEMENT:
- a. Creation of CSM. The parties shall produce and, if needed, gain approval of a certified survey map (the CSM) that will reconfigure the property and define the DEVELOPMENT PROPERTY so as to enable the development provided for in this AGREEMENT.
 - b. Approval of SITE PLAN. The DEVELOPER shall submit to the Village, and obtain approval of, the SITE PLAN illustrating the use of the DEVELOPMENT PROPERTY.

III. PROJECT DESCRIPTION.

- a. Contemplated Residential Development. The DEVELOPMENT PROPERTY shall be used for multi-family residences as generally described in the SITE PLAN. DEVELOPER shall construct the DEVELOPMENT IMPROVEMENTS in a manner consistent with the SITE PLAN, this AGREEMENT and in compliance with all laws and permits applicable to such construction. DEVELOPMENT IMPROVEMENTS to include 308-units of multi-family residences.
- b. DEVELOPER Incentives. The VILLAGE shall provide the DEVELOPER the PERFORMANCE INCENTIVE, specified percentages of the AVAILABLE TAX INCREMENT attributable to the DEVELOPMENT IMPROVEMENTS, to the extent and in the manner described in Section I of this AGREEMENT. The DEVELOPER's incentives will be subject to the ANNUAL SHORTFALL PROTECTION.

IV. CONSTRUCTION OF DEVELOPMENT IMPROVEMENTS.

- a. DEVELOPER to Construct. DEVELOPER shall, at its own cost construct the DEVELOPMENT IMPROVEMENTS required by the SITE PLAN in accordance with the specifications required by the SITE PLAN approved by the VILLAGE and subject to the terms and conditions of this AGREEMENT.
 1. Approval of Public Bodies. DEVELOPER shall obtain from the VILLAGE and all other appropriate governmental bodies (and all other councils, boards and parties having right to control, permit, approve or consent to the development and use of the DEVELOPMENT PROPERTY) all necessary approvals to develop and utilize the DEVELOPMENT PROPERTY. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
 2. Duty to Obtain Permits. The DEVELOPMENT IMPROVEMENTS to be constructed upon the DEVELOPMENT PROPERTY by DEVELOPER and their uses shall be in compliance with all applicable municipal zoning and building ordinances of the VILLAGE where applicable state or federal standards apply. The AGREEMENT shall not obligate the VILLAGE to grant variances, exceptions or conditional use permits or to grant any other approval of the SITE PLAN nor any amendments thereto. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
 3. Standards for Construction. DEVELOPER shall see to it that the DEVELOPMENT IMPROVEMENTS are constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the VILLAGE. DEVELOPER shall perform all work in compliance with applicable laws, regulations, ordinances and permits and DEVELOPER shall at its own cost and expense obtain all necessary permits and licenses required therefore.
 4. Acceptance of AGREEMENT, No Waiver. The acceptance and granting of the approval, licenses and permits by the VILLAGE hereunder shall not obligate the VILLAGE to grant any variances, exceptions or conditional use grants or approve any building or use the VILLAGE determines not to be in compliance with the municipal codes or ordinances of the VILLAGE or in the best interest of the VILLAGE. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
- b. Phasing of Construction for DEVELOPMENT IMPROVEMENTS. VILLAGE and DEVELOPER acknowledge that phasing of construction is required. DEVELOPMENT IMPROVEMENTS to be constructed over five phases. Phase one to include 40-units which shall be substantially complete on or before December 31, 2022. Phases two through five to vary number of units based on market demand. Full DEVELOPMENT IMPROVEMENT build out to include 308-units which shall be substantially complete on before December 31, 2028.
- c. Pre-requisite to the Commencement of LAND DISTURBANCE

ACTIVITIES. The DEVELOPER shall not commence any land disturbance activities for the construction of any DEVELOPMENT IMPROVEMENT unless and until:

1. All plans and specifications for the DEVELOPMENT IMPROVEMENTS to be constructed have been approved by the VILLAGE;
 2. All approvals have been granted by the VILLAGE and/or other necessary state or local agencies;
 3. DEVELOPER has obtained all necessary licenses, certificates, approvals and permits required for the DEVELOPMENT IMPROVEMENT;
 4. DEVELOPER has provided proof of all required insurances and indemnification agreements required by this AGREEMENT.
 5. All other requirements in this AGREEMENT and the ordinances of the VILLAGE (including specifically the approval of the SITE PLAN as required by the VILLAGE's zoning ordinance) and otherwise as required by law are fully satisfied by the DEVELOPER.
- d. Dedication of lands for future street intersection improvements. DEVELOPER agrees to dedicate lands to the VILLAGE for future street intersection improvements (e.g. roundabout construction) at the intersections of N. Coop Road and Midway Road/County AP and at Eisenhower Drive and Midway Road/County AP. DEVELOPER agrees to dedicate lands for future Eisenhower Drive as officially mapped by the VILLAGE.
- e. Eisenhower Drive Construction. VILLAGE to construct Eisenhower Drive within the boundaries of TID #3 within the life of TID #3.
- f. Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT, or any documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless the VILLAGE, its officers, agents, representatives, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from, relate to, or arise in the course of, any act or failure to act by DEVELOPER in connection with its development of the DEVELOPMENT PROPERTY and this AGREEMENT. To secure this indemnification, the DEVELOPER shall keep and maintain throughout the TIF TERM a General Liability insurance policy in the aggregate amount of \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person, naming the VILLAGE as an additional insured. This indemnification shall apply to all construction activities and procedures related to such activities regardless of whether the work is performed on the DEVELOPMENT PROPERTY or outlot(s) owned by the VILLAGE.

V. PERFORMANCE INCENTIVE.

a. PERFORMANCE INCENTIVE

1. PERFORMANCE INCENTIVE. Commencing April 1, 2022 (for calendar year 2021), the VILLAGE shall pay DEVELOPER 80% of the AVAILABLE TAX INCREMENT until the PERFORMANCE INCENTIVE is reached or until the TIF TERM, whichever is sooner.
 2. SHORTFALL PROTECTION. If DEVELOPER has not constructed improvements of an AGGREGATE ASSESSED VALUE of \$19,250,000.00 before December 31, 2028, the total aggregate PERFORMANCE INCENTIVE of \$765,756.00 shall be reduced by a percentage equal to the percentage derived by dividing the AGGREGATE ASSESSED VALUE as of January 1, 2029 as the numerator by \$19,250,000.00 as the denominator.
 - i. For the avoidance of doubt, in a given year, the VILLAGE shall never pay DEVELOPER more than 80% of the AVAILABLE TAX INCREMENT from the previous year.
 3. The PERFORMANCE INCENTIVE, as evidenced by this Agreement, shall be a special and limited obligation of the VILLAGE and not a general obligation. Payments under this Agreement shall be due in annual installments on April 1 of each year for the previous year's AVAILABLE TAX INCREMENT if and only to the extent taxes are timely paid by DEVELOPER, beginning on April 1 of the calendar year following the first tax year in which there is a positive AVAILABLE TAX INCREMENT and continuing on each April 1 thereafter until the TIF TERM is reached or until the PERFORMANCE INCENTIVE is paid whichever is first. If Developer pays taxes in installments, payments shall be due on April 1 and October 1 of the calendar year based on the taxes paid during each installment. Payments under this Agreement shall be made solely from AVAILABLE TAX INCREMENT attributable to the DEVELOPMENT PROPERTY actually received by the Village each year. In no event shall the VILLAGE'S payment to DEVELOPER exceed 80% of the AVAILABLE TAX INCREMENT generated by the DEVELOPMENT PROPERTY in each tax year.
 4. DEVELOPER hereby acknowledges that, as a result of the special and limited nature of the VILLAGE'S obligation to pay the PERFORMANCE INCENTIVE, DEVELOPER'S recovery of the PERFORMANCE INCENTIVE is not guaranteed and depends on factors including, but not limited to, future mill rates, changes in the assessed value of the DEVELOPMENT PROPERTY, the failure of the DEVELOPMENT PROPERTY to generate the AVAILABLE TAX INCREMENT at the rate expected, reduction in AVAILABLE TAX INCREMENT caused by revenue-sharing, changes in Tax Increment Law, and other factors beyond the VILLAGE'S and/or DEVELOPER'S control.
- b. Duty to Pay Property Tax. No incentive to DEVELOPER provided for in this AGREEMENT shall be paid or deemed due and owing to DEVELOPER for

any year in which any property tax pertaining to the DEVELOPMENT PROPERTY or any portion thereof which is under the ownership and control of the DEVELOPER, is not timely paid. Nothing in this AGREEMENT shall in any way affect the VILLAGE's right to enforce collection of property taxes in the manner provided by law

VI. DEFAULT

a. DEVELOPER Default.

1. Remedies. In the event any representation or warranty of DEVELOPER herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made, the VILLAGE shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the VILLAGE shall have the following specific rights and remedies:
 - i. Cancellation of the PERFORMANCE INCENTIVE.
 - ii. With respect to matters that are capable of being corrected by the VILLAGE, the VILLAGE may at its option enter upon the DEVELOPMENT PROPERTY for the purpose of correcting the default and the VILLAGE's reasonable costs in correcting same, plus interest at the legal rate under Wisconsin Statutes, shall be paid by DEVELOPER to the VILLAGE immediately upon demand;
 - iii. Injunctive relief;
 - iv. Action for specific performance; and
 - v. Action for money damages.
2. Reimbursement. Any amounts expended by the VILLAGE in enforcing this AGREEMENT and the obligations of DEVELOPER hereunder, including reasonable attorney's fees, and any amounts expended by the VILLAGE in curing a default on behalf of DEVELOPER, together with interest at the legal rate, shall be paid by DEVELOPER to the VILLAGE upon demand and shall constitute a lien against the DEVELOPMENT PROPERTY until such amounts are reimbursed or paid to the VILLAGE, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
3. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
4. Failure to Enforce Not a Waiver. Failure of the VILLAGE to enforce any provision contained herein shall not be deemed a waiver of the VILLAGE's rights to enforce such provision of any other provision in the event of a subsequent default.

b. VILLAGE Default.

1. Remedies. In the event of the VILLAGE's default hereunder which is not cured within thirty (30) days after written notice thereof to the

VILLAGE, DEVELOPER shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, DEVELOPER shall have the following specific rights and remedies:

- i. Injunctive relief;
 - ii. Action for specific performance; and
 - iii. Action for money damages.
2. Reimbursement. Any amounts expended by DEVELOPER in enforcing this AGREEMENT and the obligations of the VILLAGE hereunder, including reasonable attorney's fees, and any amounts expended by DEVELOPER in curing a default on behalf of the VILLAGE, together with interest at the legal rate shall be paid by VILLAGE to DEVELOPER upon demand.
 3. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
 4. Failure to Enforce Not a Waiver. Failure of DEVELOPER to enforce any provision contained herein shall not be deemed a waiver of DEVELOPER's rights to enforce such provision or any other provision in the event of a subsequent default.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

a. DEVELOPER represents and warrants to and covenants with the VILLAGE as follows:

1. No Material Change. All copies of documents, contracts and agreements which DEVELOPER has furnished to the VILLAGE or its agents are true and correct.
2. Taxes. DEVELOPER has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes.
3. Compliance with Zoning. DEVELOPER covenants that the DEVELOPMENT PROPERTY, upon completion of the DEVELOPMENT IMPROVEMENTS, will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
4. Payment. All work performed or materials furnished for the DEVELOPMENT IMPROVEMENTS will be fully paid for by DEVELOPER in compliance with all applicable laws, in a timely manner.
5. Certification of Facts. No statement of fact by DEVELOPER contained in this AGREEMENT and no statement of fact furnished or to be furnished by DEVELOPER to the VILLAGE pursuant to this AGREEMENT contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6. Good Standing. DEVELOPER is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
7. Due Authorization. The execution, delivery and performance of this AGREEMENT and all other agreements requested to be executed and delivered by DEVELOPER hereunder have been duly authorized by all necessary corporate action of DEVELOPER and constitute valid and binding obligations of DEVELOPER, in accordance with their terms.
8. No Conflict. The execution, delivery, and performance of DEVELOPER's obligations pursuant to this AGREEMENT will not violate or conflict with DEVELOPER's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which DEVELOPER is bound, nor will the execution, delivery, or performance of DEVELOPER's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to DEVELOPER.
9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting DEVELOPER or the DEVELOPMENT that would adversely affect in any significant or material way the Redevelopment Project, DEVELOPER or the priority or enforceability of this AGREEMENT, the ability of DEVELOPER to complete the DEVELOPMENT IMPROVEMENTS or the ability of DEVELOPER to perform its obligations under this AGREEMENT.
10. Compliance with Laws and Codes. DEVELOPER covenants the DEVELOPMENT IMPROVEMENTS, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the VILLAGE. DEVELOPER will at all times comply with, and will cause the Development to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
11. No Assignment. DEVELOPER will not transfer, assign, convey, lease or encumber, nor will DEVELOPER agree to or permit the transfer, assignment, conveyance, lease or encumbrance of the DEVELOPMENT IMPROVEMENTS, or the DEVELOPMENT PROPERTY, to any person or in any manner which would render all or any part of the DEVELOPMENT PROPERTY exempt from property taxation. The principals, shareholders, members, managers and or partners of DEVELOPER will not transfer, assign, convey or encumber their respective interests in DEVELOPER as the case may be, without first obtaining the written consent of the VILLAGE. Notwithstanding the foregoing, upon the death or incapacity of any principal, shareholder, member, manager and/or partner of

DEVELOPER, said principal's, shareholder's, member's, manager's, and/or partner's interest may be transferred to a member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner of DEVELOPER or to a trust, the beneficiaries of which are members of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner of DEVELOPER. Any member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner or a trust for the benefit of the members of the immediate family shall not thereafter transfer its interest in DEVELOPER without the prior written consent of the VILLAGE.

12. VILLAGE Right to INSPECT. DEVELOPER will permit VILLAGE and VILLAGE's construction consultant or inspector, at all reasonable times to inspect the DEVELOPMENT IMPROVEMENTS and all matter relating to the DEVELOPMENT PROPERTY. VILLAGE assumes no obligation to DEVELOPER for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of VILLAGE. The fact that VILLAGE may make such inspections shall in no way relieve DEVELOPER from its duty to independently ascertain that the construction of the DEVELOPMENT IMPROVEMENTS is being completed in accordance with the approved SITE PLAN.
 13. Inspection of Records. DEVELOPER will permit the VILLAGE to inspect such information respecting the business, assets and financial condition of the DEVELOPMENT as VILLAGE may reasonably request.
 14. Construction Contracts. With respect to all contracts for any portion of the work or materials required for construction of the DEVELOPMENT IMPROVEMENTS, DEVELOPER shall not, without VILLAGE's prior written consent:
 - i. waive any of the obligations of the contractor or any subcontractors or material men, or
 - ii. do any act which would relieve the contractor or a subcontractor or a material men from its obligations pursuant to its contract.
 15. Correction of Defects. DEVELOPER shall, upon demand of VILLAGE correct any material defect, structural or otherwise, in the DEVELOPMENT IMPROVEMENTS, or any departure from the approved SITE PLAN.
- b. VILLAGE hereby represents and warrants to and covenants with the DEVELOPER as follows:
1. Certification of Facts. No statement of fact by VILLAGE contained in this AGREEMENT and no statement of fact furnished by VILLAGE to DEVELOPER pursuant to this AGREEMENT contains any untrue statement of a material fact or omits to state a material fact necessary

in order to make the statements herein or therein contained not misleading.

2. Good Standing. VILLAGE is a Wisconsin municipal corporation and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
3. Due Authorization. The VILLAGE has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by VILLAGE under this AGREEMENT.
4. No Conflict. The execution, delivery, and performance of VILLAGE's obligations pursuant to this AGREEMENT will not violate or conflict with any indenture, instrument or material agreement by which VILLAGE is bound, nor will the execution, delivery, or performance of VILLAGE's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to VILLAGE.
5. No Litigation. There is no litigation or proceeding pending or threatened against or affecting VILLAGE that would adversely affect the DEVELOPMENT PROPERTY or VILLAGE or the priority or enforceability of this AGREEMENT or the ability of VILLAGE to complete its obligations under this AGREEMENT.

VIII. MISCELLANEOUS PROVISIONS.

- a. Financial Interest Prohibited. No member of the governing body or other official of the VILLAGE shall have any financial interest, direct or indirect, in this AGREEMENT, the DEVELOPMENT PROPERTY, or any contract, agreement, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other such official participate in any decision relating to this AGREEMENT which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested. No member, official, or employee of the VILLAGE shall be personally liable to the VILLAGE in the event of any default or breach by the DEVELOPER or any successor to the DEVELOPER on any obligation of the DEVELOPER under this AGREEMENT. Nothing in this paragraph shall prohibit Village officials and employees from purchasing residential property or renting a dwelling unit as could any member of the general public through arms length transaction.
- b. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this AGREEMENT.
- c. Non-waiver of Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of DEVELOPER to obtain all necessary approvals, licenses, and permits from the VILLAGE in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the VILLAGE to approve or disapprove any plans and specifications, or any part thereof, or to impose limitations, restrictions, and requirements on the development, construction, and/or use of the DEVELOPMENT PROPERTY as a

condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The VILLAGE will act diligently and in good faith to review all necessary approvals, licenses, and permits duly requested by the DEVELOPER.

- d. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- e. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this AGREEMENT.
- f. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, to the parties' respective addresses as follows:
 1. To the VILLAGE:

Village Manager
Village of Harrison
W5298 Hwy 114
Menasha, WI 54952
Email: tparish@harrison-wi.org
 2. With a Copy to:

Herring Clark Law Office
Attn: Andrew Rossmeissl
800 N. Lynndale Drive
Appleton WI 54914
Email: ARossmeissl@herringclark.com
 3. To the DEVELOPER:

Driscoll Properties, LLC
Attn: Henry Chou
3033 W. Spencer Street, Suite 102
Appleton, WI 54914
Email: hungliang@aol.com
 4. Notice shall be deemed delivered:
 - i. in the case of personal delivery, on the date when personally delivered; or
 - ii. in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery.
- g. Entire Agreement. This AGREEMENT and all other documents and agreements expressly referred to herein contain the entire agreement between the DEVELOPER and the VILLAGE with respect to the matters set forth herein. This AGREEMENT may be modified only by a writing signed by all parties.
- h. Law Applicable. This AGREEMENT shall be construed in accordance with the internal laws of the State of Wisconsin.
- i. Originals and Counterparts. This AGREEMENT may be executed in any

- number of counterparts, each of which shall be deemed to be an original.
- j. Change to AGREEMENT. This AGREEMENT may not be changed orally but only by agreement by the parties in writing signed by the appropriate representatives of each party and with the actual authority of each party.
 - k. Limitation on Liability of VILLAGE Officers, Agents, Employees and Representatives. The DEVELOPER acknowledges and agrees that in carrying out any of the provisions of this AGREEMENT or in exercising any power or authority granted to them thereby, there shall be no personal liability of the VILLAGE's officers, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the VILLAGE.
 - l. No Partnership. This AGREEMENT specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
 - m. Recording of AGREEMENT. The parties hereto agree that the VILLAGE may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Real Estate. The DEVELOPER shall upon request of the VILLAGE execute and deliver any such memorandum or other document in connection with such recording.
 - n. Consents Running with the Land. This AGREEMENT and all consents, obligations, waivers, and other requirements of the DEVELOPER with respect to the levy of special assessments and otherwise, as set forth in this AGREEMENT, shall be deemed to be a covenant running with the land and shall be binding upon the Real Estate and any and all owners of all or any portion of the Real Estate, and their representatives, successors, and assigns.
 - o. AGREEMENT Binding. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
 - p. Severance. In the event that one portion of this AGREEMENT, or the application of this AGREEMENT to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the party adversely effected thereby such provision was a material part of the consideration for their entering into this AGREEMENT, that without it they would not have entered into the AGREEMENT) the remainder of this AGREEMENT or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.
 - q. Third Parties. This AGREEMENT is made for the exclusive benefit of the parties hereto and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this AGREEMENT shall not be deemed to have conferred any rights, expressed or implied, upon any other party.
 - r. Neutral Construction. This AGREEMENT is the result of a negotiated agreement by parties and that prior to the execution of this AGREEMENT each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any portion thereof or attachment hereto.

- s. SURVIVAL AND NONMERGER. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed. In witness thereof the parties hereto have caused this agreement to be executed this _____ day of _____, 20____.

Signature page to follow.

The rest of this page left blank intentionally.

SIGNATURE PAGE

DRISCOLL PROPERTIES, LLC

BY: _____

Printed Name: _____

Title: _____

BY: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 20____, to me known to be the persons who executed the foregoing instrument.

Notary Public, State of Wisconsin
My Comm. Exp. _____

VILLAGE OF HARRISON

Adopted by the Village Board of the Village of Harrison this _____ day of _____, 20____.

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Village Clerk

List of Exhibits

Exhibit A: Certified Survey Map (CSM) and Legal Description

Exhibit B: Site Plan

Exhibit C: Village Covenants

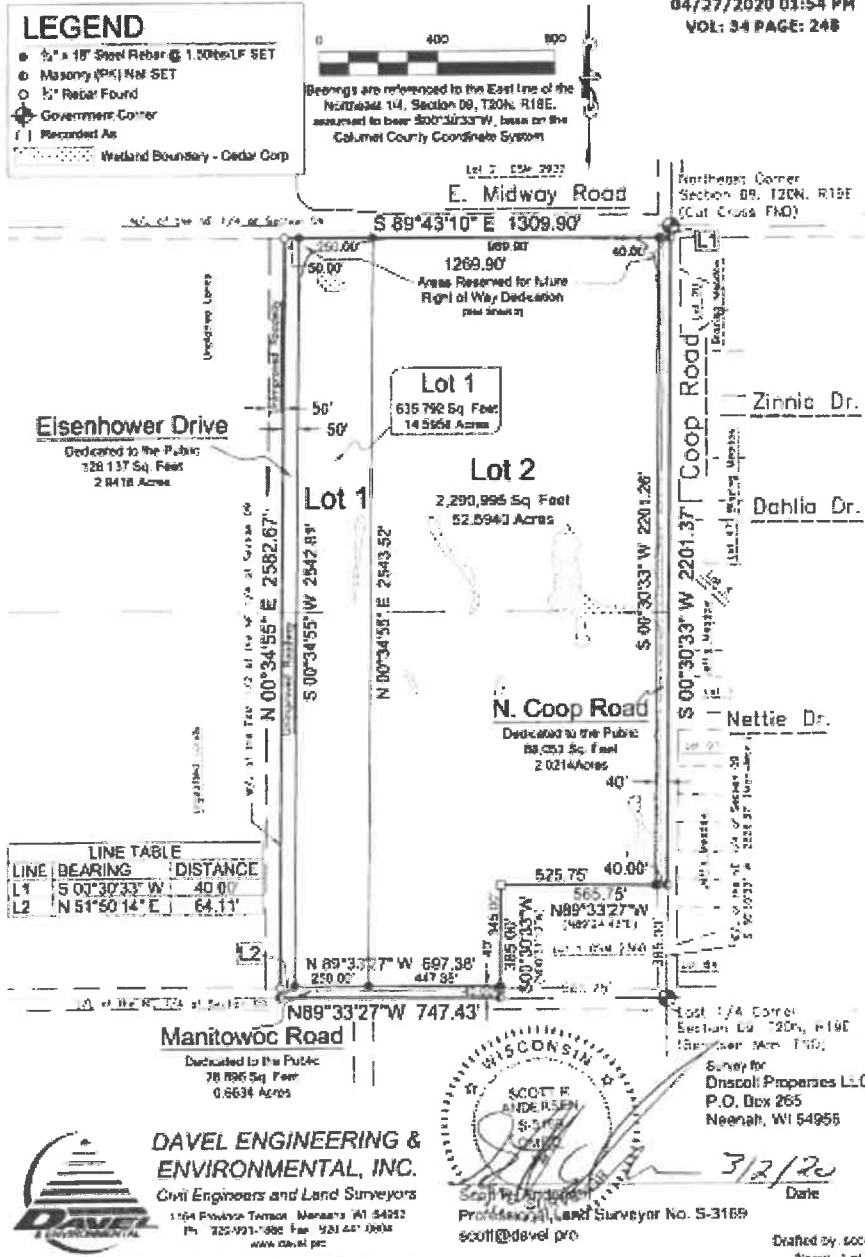
Exhibit D: Permit Fee Schedule

1074 40 485 A
>VIRIDIAM
 Stock No. 26273

Certified Survey Map No. 3819
 Part of the East 1/2 of the Northeast 1/4 of Section 09,
 Township 20 North, Range 18 East Village of Harrison,
 Calumet County, Wisconsin.

DOCUMENT # 547438

TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
 04/27/2020 03:54 PM
 VOL: 34 PAGE: 248



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1164 Fowlsey Terrace, Menasha, WI 54952
 Ph: 722-993-988 Fax: 722-441-0988
 www.davel.com

SCOTT R. ANDERSON
 Professional Land Surveyor No. S-3169
 scott@davel.com
 Date: 3/2/20

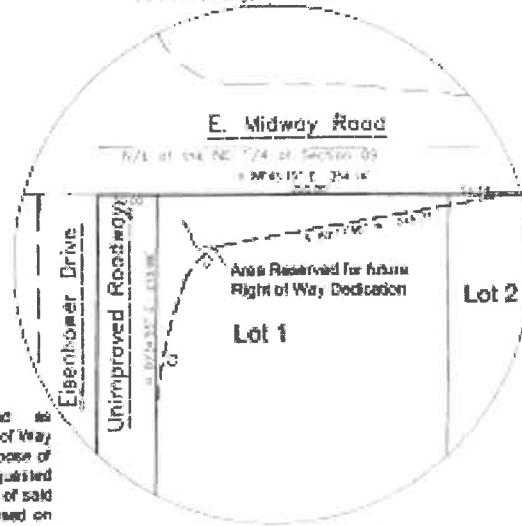
Drafted by: scott
 Sheet: 1 of 5

FOR SALE
>VIRIDIAM

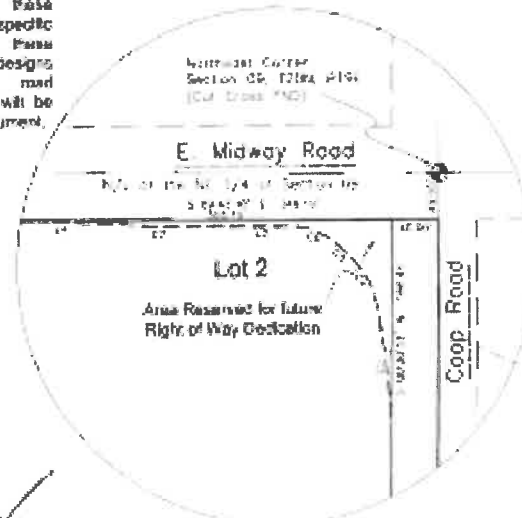
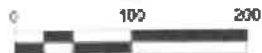
Stock No. 26373

Certified Survey Map No. 3819

Part of the East 1/2 of the Northeast 1/4 of Section 03,
 Township 20 North, Range 18 East Village of Harrison,
 Calumet County, Wisconsin



Note: Areas designated as "Reserved for future Right of Way Dedication" are for the purpose of future roundabouts as required by the Village. Dimensions of said designated areas were based on examples of existing roundabout within the general design category. Exact right of way needed may vary from these dimensions depending on specific roundabout design at these intersections. When such designs become available, final dedication to the public will be required per separate Document.



WISCONSIN
 SCOTT R. ANGLER
 S. 100
 J. 000
 W. 000
 Scott R. Angler
 Professional Land Surveyor No. S-3169
 scott@dalvo.pro

3/2/20
 Date

Drawn by: ghd
 Sheet: 2 of 2

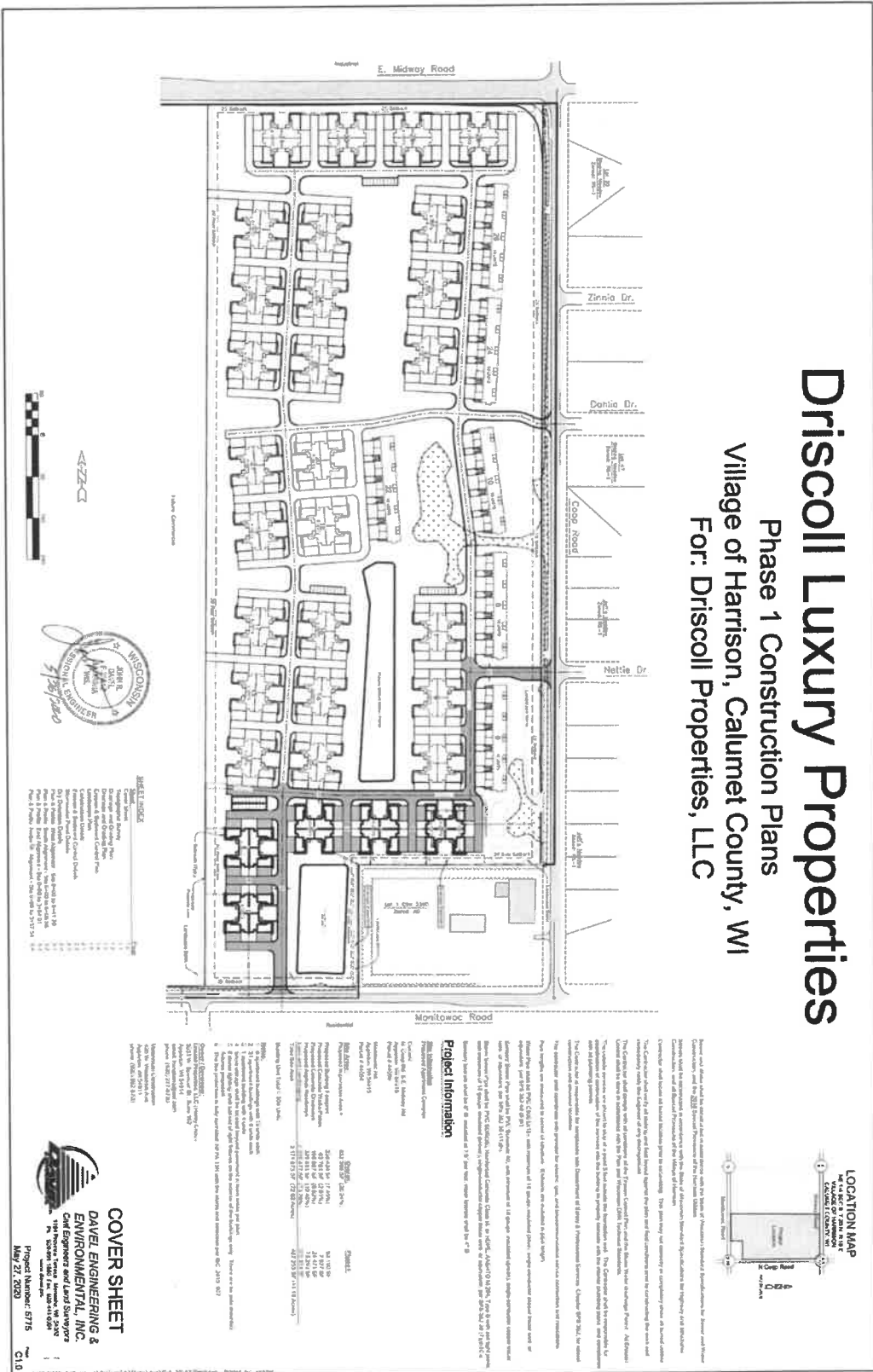


Exhibit C

NONE.

Exhibit D

Impact Fees -Village of Harrison

Impact Fee Schedule-Residential-Commercial Permit # _____

Name _____

Address: _____

Phone: _____

Sq. Ft. of Project: _____

Cost of Project: _____

Date _____

Type of Project: _____

Law Enforcement Facilities Fee Commercial/Institutional - Industrial -Residential

Commercial/Institutional-Sq Ft	X 0.032	
Industrial	X 0.020	
Single Family Residential	\$ 78.00	
Multi Family Per Unit # Units	X= \$72.00	

Fire Impact Fee Commercial/Institutional - Industrial -Residential

Commercial/Institutional-Sq Ft	X 0.267	
Industrial	X 0.200	
Single Family Residential	\$ 660.00	
Multi Family Per Unit # Units	\$ 611.00	

Park Impact Fee

Single Family Residential	\$ 1,078.00	
Multi Family Per Unit # Units	\$ 969.00	

TOTAL: _____ (Check Value Of Fee)

Comments _____

Building Inspector:
 Paul Birschbach Office Hours: 8:00-5:30 AM Daily
 Harrison Office 920 889 2624
 W 5208 HWY 114
 Menasha, WI 54952

HAZ 93.21 Impact Fee

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

September 8, 2020

Title:

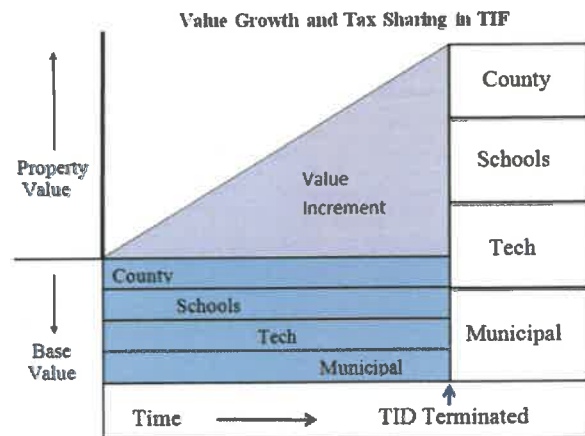
Res V2020-10 Approving the Project Plan and Creating Tax Incremental Financing District #4

Issue:

Should the Village Board adopt Resolution V2020-10 creating Tax Incremental Financing District #4?

Background and Additional Information:

In order to promote and encourage development within the Village, a Tax Incremental Financing District (TIF) is being created wherein additional tax revenue created within the District go to pay back infrastructure that was installed to attract the development. A TIF is a financing tool that will allow the Village to invest in infrastructure and other improvements and pay for these improvements by capturing property tax revenue from the newly developed property. The additional tax created (increment) for the Village, Tech. College, School District, and County are used to pay for the improvements, see chart.



Each entity continues to receive the current tax revenue (base). After the improvements have been paid for, the TID can be closed and then all entities benefit from the additional tax revenue.

There are many entities involved when created a TID. The Plan Commission must develop a Project Plan and boundaries for the District. A Joint Review Board (JRB) must be created to ensure that certain statutory requirements are being met. The JRB is made up of a member from each of the taxing authorities (Village, Tech. College, School District & County). The Village Board must adopt the Project Plan and create the District.

This TID will be created in the area along Midway Road/County AP west of Lake Park Road. It is intended to be a mixed-use district suitable for residential and commercial uses. The Plan Commission has approved the boundaries and Project Plan after a public hearing was held on August 25th. The Village Board must adopt the Project Plan and create the District before the Joint Review Board can make their final approval on the TID. It is anticipated that the Joint Review Board will meet September 29th.

Budget Impacts:

It is anticipated that this will be a pay-as-you-go TID, where the developers will front the money for needed infrastructure and will be reimbursed through the tax revenue generated by the development they produce.

Recommended Action:

The Plan Commission recommends approval of the Project Plan and District Boundaries for Tax Incremental Financing District #4.

Attachments:

- Resolution V2020-10
- TID #4 Project Plan

RESOLUTION V2020-10

ADOPTING THE PROJECT PLAN AND CREATING TAX INCREMENT FINANCING DISTRICT #4, VILLAGE OF HARRISON, CALUMET & OUTAGAMIE COUNTIES, WISCONSIN

WHEREAS, the Village of Harrison intends to promote mixed-use development for the purpose of stabilizing and expanding the community's economic base; and

WHEREAS, the Wisconsin Legislature has established legislations allowing municipalities to create Tax Increment Financing Districts in order to encourage development by allowing municipalities to recover associated project costs before overlying taxing authorities benefit from the additional values created; and

WHEREAS, the Harrison Plan Commission has prepared and adopted a Project Plan, which has the purpose of stimulating the desired mixed-use development and encouraging the orderly growth and development of the Village, which includes the boundaries of the Tax Incremental Financing District #4; and

WHEREAS, said Project Plan specifies the kind, number, and location of all proposed public improvements and contains a detailed listing of estimated project costs which will promote the mixed-use development of the District; and

WHEREAS, it has been demonstrated in said Project Plan that the creation and operation of the Tax Incremental Financing District is economically feasible and conforms to Harrison's Comprehensive Plan; and

WHEREAS, included in the Project Plan is a description of the methods of financing all estimated project costs and the time when costs or monetary obligations related thereto are to be incurred; and

WHEREAS, the Project Plan also includes appropriate maps showing existing uses and conditions of real property in the District, as well as proposed improvements and land uses in the District; and

WHEREAS, The Project Plan demonstrated that the creation and operation of the District will promote the orderly development of the Village of Harrison; and

WHEREAS, it has been determined that not less than 50%, by area, of the real property within the proposed mixed-use District is residential and commercial land uses and are suitable for such development as required by Wisconsin Statute §66.1105; and

WHEREAS, the boundaries of Tax Increment Financing District #4 include only those whole units of property as are assessed for general property tax purposes; and

WHEREAS, it has been determined that the improvements are likely to enhance significantly the value of substantially all of the real property in said District; and

WHEREAS, the Harrison Plan Commission has conducted a public hearing at which interested

parties were afforded an opportunity to express their views on the proposed Project Plan and the boundaries of said District; and

WHEREAS, the Village of Harrison has complied withal provisions of Wisconsin Statutes §66.1105 and other relevant laws in the preparation of the Project Plan and the creation of the District and said Plan includes the Village Attorney's opinion stating that the Plan is complete and complies with the law.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Harrison hereby finds as follows:

1. That the boundaries contained in the Plan are as described in the Project Plan.
2. That the name of the Plan shall be the Village of Harrison Tax Increment Financing District #4 (TID #4).
3. That this Resolution shall have an effective date of January 1, 2020.
4. That this Plan is economically feasible.
5. That not less than 50% of the real property within the boundaries of TID #4 is suitable for mixed-use development.
6. That not more than 35% of the area within the boundaries of TID #3 consists of property proposed for newly platted residential use.
7. That improvement to be made to the area will significantly enhance the value of substantially all of the property in the District.
8. That the total equalized value of property in TID #4 and the equalized increment of all other Tax Increment Districts in the Village of Harrison does not exceed 12% of the total equalized value of the Village; and

BE IT FURTHER RESOLVED, that the Village Board of the Village of Harrison hereby adopts the Project Plan and creates Tax Incremental Financing District #4 with an effective date of January 1, 2020; and

BE IT FURTHER RESOLVED, that the Village of Harrison intends to implement the various provisions of the Project Plan based on a periodic review of said Plan; and

BE IT FURTHER RESOLVED, that the Village of Harrison intends to comply with all relevant laws pertaining to the implementation of said Plan, including the completion of required audits, the publication of annual reports, and necessary cooperation with the Wisconsin Department of Revenue.

Adopted by the Board of Trustees of the Village of Harrison this 8th day of September, 2020.

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Clerk



**TAX INCREMENTAL DISTRICT NO. 4
PROJECT PLAN**

September 8, 2020

Tax Incremental District No. 4 Project Plan

Village of Harrison Officials

Village Board

Kevin Hietpas
Darlene Bartlein
Scott Handschke
Tyler Moore
Lou Miller
Pete Stier
Mark Van Hefty

Village President
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee

Plan Commission

Kevin Hietpas
Darlene Bartlein
Kent Gross
Pat Hennessey
Jim Lincoln
Dennis Reed
Mark Van Hefty

Chair
Commissioner
Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Village Staff

Travis Parish
Jennifer Weyenberg
Laura Jungwirth
Mark Mommaerts

Manager
Clerk/Treasurer
Public Works Director
Planner

Joint Review Board

Kevin Heitpas
Dan DeBonis
Greg Hartjes
Amy Van Straten
Jim Lincoln

Village of Harrison
Calumet County
Appleton Area School District
Fox Valley Technical College
Public Member

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Exhibit

- A..... Opinion of Attorney for Village Advising that Plan is Complete and Complies with Wisconsin Statutes, Section 66.1105
- B..... Legal Description

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- 1..... Boundary & Parcel Map
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- 2..... Project Costs
- 3..... Development Assumptions
- 4..... Development & Tax Increment Projections
- 5..... Expenditure Analysis
- 6..... Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

❖ SECTION 1. EXECUTIVE SUMMARY

Tax Incremental District Number 4 (TID #4) is located in the northwestern portion of the Village, along the west side of Lake Park Road and bisected by Midway Road/County Road AP. TID #4 includes approximately 122-acres of land. There are 4 different property owners and two existing homes within the TID #4 boundary. The boundary of TID #4 is illustrated on Map 1.

TID #4 is being created to advance the Village's vision to achieve well-planned, high quality growth, economic diversification, and development at a prominent location in the Village. TID #4 will:

- Fund necessary infrastructure improvement to allow and served planned development. Desired infrastructure includes transportation, utility, and communication networks necessary for the successful development of a mixed-use area, which is not feasible without such support.
- Attract, through financial incentives, business and other development that will provide desired value, employment opportunities, and aesthetic qualities.
- Help advance recreation goals of connecting the Village trail system to the regional network and will provide alternate transportation access to businesses and development within TID #4.
- Work to grow the economic base of the Village while providing necessary services and opportunities to the community.

Summary of Findings

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

- 1) **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village.** In making this determination, the following information has been considered:
 - The lands proposed for development have remained vacant for many years, despite active marketing by the property owners. The potential for development has been hindered by lack of public sewer and water infrastructure, roadway access, stormwater management infrastructure, and environmental/wetland concerns. Given that the sites have not developed as expected under normal market conditions, it is the judgement of the Village that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and incentives to encourage development within the area consistent with the desires of the Village.

- The developer(s) have represented to the Village that the development will not proceed unless this District is created.
- 2) **The economic benefits of the Tax Increment District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the following information has been considered:
- As demonstrated in the Economic Feasibility Section of this Project Plan, the Tax increments projected to be collected are more than sufficient to pay for the proposed project costs.
 - The development expected to occur within the District would create additional business sites and jobs.
 - The development expected to occur within the District may also include residential units, providing additional housing opportunities for workers.
- 3) **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
- If approved, the District's creation would become effective for valuation purposes as of January 1, 2020. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation, or appreciation of property values occurring after January 1, 2020 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District. Since the development expected to occur is unlikely to take place or take place in the same manner without the use of TIF and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements, the Village reasonable concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would in fact be no foregone tax increments to be paid in the event the District is not created. As required by Wisconsin Statutes 66.1104(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdiction has been made and can be found in Table 6 of the Project Plan.

- 4) Not less than 50% by area of the real property within the District is suitable for a combination of commercial and residential uses, defined as “mixed-use development” within the meaning of Wisconsin Statutes 66.1105(2)(cm). Lands proposed for newly platted residential development comprise no more than 35% by area of the real property within the District. Any project costs related to newly platted residential development are eligible expenditures if based on the finding that the development has a residential housing density of at least 3-units per acre as defined in Wisconsin Statute 66.1105(2)(f)3.a.
- 5) The District is declared to be a mixed-use district based on the identification and classification of the property included within the District.
- 6) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
- 7) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
- 8) The equalized value of taxable property of the District does not exceed 12% of the total equalized value of taxable property within the Village.
- 9) The Project Plan for the District in the Village is feasible.

SECTION 2. TYPE & GENERAL DESCRIPTION OF DISTRICT

The District is being created by the Village under the authority provided by Wisconsin Statute 66.1105. The District is created as a “Mixed Use District” based upon a finding that at least 50%, by area, of the real property within the District is suitable for a combination of commercial, industrial, and residential uses as defined within the meaning of Wisconsin Statutes 66.1105(2)(cm) (See Table 1 for a breakdown of District parcels by class and calculation of compliance with the 50% test). Lands proposed for newly platted residential development comprise approximately 24% of the area of the District, which is less than the 35% permitted. To the extent that project costs will be incurred by the Village for newly platted residential development, the residential development will have a density of at least 3-units per acre as required by Wisconsin Statutes 66.1105(2)(f)3.a.

Maps 1-3 depict the boundaries, and proposed uses, within the District. The Village intends that TIF will be used to assure that a combination of private commercial, industrial, and residential development occurs within the District consistent with the Village’s development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the

Village. The project costs include in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

SECTION 3. PROPOSED DISTRICT BOUNDARY

Generally, the boundary of TID #4 includes the area along the west side of Lake Park Road and is bisected by County AP/Midway Road and includes entire parcel boundaries as required by statute. Exhibit B contains the legal description of the District boundary. Map 1 illustrates the boundaries of TID #4.

TID #4 does not include any area identified as a wetland on a map under §23.32, except for an area identified on such a map that has been converted in compliance with state law so that it is no longer a wetland and except an area that is identified as a wetland on a map under §23.32 and that is within the boundaries of a tax incremental district or is part of a tax incremental district parcel, the area shall be considered part of the tax incremental district for determining the applicability of exemptions from or compliance with water quality standards that are applicable to wetlands. The Developer(s) have, or will be conducting, a wetland delineation of the property.

SECTION 4. EXISTING USES AND CONDITIONS

TID #4 is mainly undeveloped and is currently cropland. There are two existing homes within the District. The District does not include any businesses. Map 2 illustrates the existing conditions of TID #4.

SECTION 5. PRELIMINARY PARCEL LIST AND ANALYSIS

There are seven (7) parcels within TID #4. Much of the District is either zoned or designated or is suitable for future commercial, industrial, or single-family and multiple-family residential development. Approximately 76% of the District is suitable for commercial or retail uses, approximately 0% is suitable for industrial and manufacturing uses, and approximately 24% is suitable for newly platted residential uses. Map 3 illustrates the future land use designation of property within TID #4. Table 1 illustrates the amount of property within the District that is suitable for mixed-use development.

SECTION 6. EQUALIZED VALUE TEST

If adopted as planned, TID #4 has a 2019 assessed base value of \$441,000 and a 2019 equalized value of \$446,203, based on the Village's 2019 equalization ratio of approximately 99%.

State law permits the Village to create new TIDs as long as the equalized value of the new TIDs, plus the value increment in all other existing TIDs, does not exceed 12% of its total equalized value. According to the Wisconsin Department of Revenue, the Village's total 2019 municipal equalized value for real estate was \$1,213,180,500, with 12% being \$ 145,581,660. The 2019 TID value increment was \$45,500,000 (3.75%), combined with the estimated \$446,203 equalized value of TID #4, totals \$ 45,946,203 or 3.79%, which meets the 12% statutory requirement.

SECTION 7. STATEMENT OF KIND, NUMBER, AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS

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

Property, Right-of-Way, and Easement Acquisition

1. **Acquisition of Rights-of-Way.** The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management, continuation of development, parkland, and/or other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.
2. **Acquisition of Easements.** The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management and other public infrastructure. Costs incurred by the Village to identify, negotiate, and acquire easement rights are eligible Project Costs.
3. **Relocation Costs.** If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to, preparation of a relocation plan, allocation of staff time, legal fees, publication of notices, obtaining appraisals, and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation

1. **Environmental Audits and Remediation.** There have been no known environmental studies completed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any costs incurred by the Village related to environmental audits, testing, and remediation are eligible Project Costs.
2. **Site Grading.** Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control storm water runoff. The Village may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

Utilities

1. **Sanitary Sewer System Improvements.** There are areas of the District that are inadequately served by sanitary sewer facilities. To allow development to occur, the Village may need to construct, alter, rebuild, or expand sanitary sewer infrastructure within the District. Eligible Project Cost include, but are not limited to, construction, alteration, rebuilding, or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift station; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of cost based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild, or expand sanitary sewer infrastructure located outside of the District. That portion of the cost of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.
2. **Water System Improvements.** There are areas of the District that are inadequately served by water distribution facilities. To allow development to occur, the Village may need to construct, alter, rebuild, or expand water system infrastructure within the District. Eligible Project Cost include, but are not limited to, construction, alteration, rebuilding, or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of cost based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild, or expand water system infrastructure located outside of the District. That portion of the cost of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.
3. **Stormwater Management System Improvements.** Development within the District will cause storm water runoff and pollution. To manage this storm water runoff, the Village may need to construct, alter, rebuild, or expand storm water management infrastructure within the District. Eligible Project Cost include, but are not limited to, construction, alteration, rebuilding, or expansion of: storm water collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipers; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration, and detention Best Management Practices (BMP's). To the extent storm water management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of cost based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also

require that the Village construct, alter, rebuild, or expand storm water management system infrastructure located outside of the District. That portion of the cost of storm water management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

4. **Electric, Natural Gas, & Communication Services.** In order to create sites suitable for development and/or redevelopment, the Village may incur costs to provide, relocate, or upgrade electric services, natural gas mains and services, and voice and data communications services. Costs incurred by the Village to undertake this work are eligible Project Costs.

Streets

1. **Street Improvements.** There are inadequate street improvements serving areas of the District. To allow development to occur, the Village may need to construct and/or reconstruct streets, highways, access drive, and parking areas. Eligible Project Costs included, but are not limited to; excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of multi-use trails; installation of crosswalks; installation of culverts, box culverts, and bridges; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; and installation of fences, berms, and landscaping.
2. **Streetscaping and Landscaping.** In order to attract development consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way, and other public spaces. These amenities included, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas, and public areas; installation of planters, benches, clocks tree rings, trash receptacles, and similar items; and installation of brick or other decorative walks, terraces, and street crossing. These and any other similar amenities installed by the village are eligible Project Costs.

Miscellaneous

1. **Cash Grants (Development Incentives).** The Village may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the Village executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the Village are eligible Project Costs.
2. **Projects Outside the Tax Increment District.** Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half (1/2) mile of the boundary of the District provided that: 1) the projects are located within the Village's corporate boundaries, and 2) the projects are approved by the joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible Project Costs, and may include any project cost that would otherwise

be eligible if undertaken within the District. The project cost expenditures outside the District that the Village intends to make are found on the Table 2.

3. **Professional Service and Organizational Costs.** The costs of professional services rendered, and other costs incurred, in relation to the creation, administration, and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.
4. **Administrative Costs.** The Village may charge to the District as eligible Project Costs reasonable allocation of administrative cost, included, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spend by Village employees in connection with the implementation of the Plan.
5. **Financing Costs.** Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtain financing for projects undertaken under this Plan are eligible Project Costs.
6. **Contribution to Community Development Authority (CDA).** As provided for in Wisconsin Statute Section 66.1105(2)(f)1.h and 66.1333(13), the Village may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in order to further any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

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

In the event any of the public work project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statute Section 66.1105, in the written opinion of the Village Attorney or a court of record so rules in a final order, then such project or projects shall be deleted therefrom and the remainder of the projects herein shall be deemed the entirety of the projects for purposes of the Project Plan.

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

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the Village and as outlined in this Plan. Project Costs will be diminished by an income, special assessment, or other revenues, including user fees or charges. To the extent the costs benefit the Village outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Proration's of

costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies, and user fee adjustments.

SECTION 8. PROPOSED IMPROVEMENTS AND USES

TID #4 is envisioned as a mix of commercial/business and residential development serving the needs of the local community and the region. Full build out of TID #4 will create employment opportunities, increase property values, diversify Harrison’s economy, and contribute of the long-term economic health of Harrison and the surrounding Fox Cities region.

In order to support the proposed uses in the area, TID #4 will install infrastructure improvements including, new roads to access and service properties within the area; sewer & water utilities; recreational trails to provide alternate transportation and recreation opportunities; financial incentives to obtain the desired aesthetic quality of the area; and voluntary demolition and acquisition opportunities of existing properties to further develop the area in a planned manner. Map 4 illustrates the proposed project improvements within TID #4. Table 2 lists proposed projects and projects costs.

The Village intends TID #4 to be a pay as you go District with a majority of the projects and project costs being borne by the Developer(s). The Village intends to provide larger than normal Development Incentive to the Developer(s) as explained in the “Pay as you Go” in Section 10, below.

SECTION 9. DETAILED LIST OF PROJECT COSTS

All costs are based on 2020 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2020 and the time of construction. The Village also reserves the right to increase certain project costs to the extent another is reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan. The detail description in Table 2 is a shortened version of eligible project costs identified in Section 7.

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

❖ SECTION 10. ECONOMIC FEASIBILITY STUDY AND DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED

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

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The Village expects to complete the project in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section and table identifying: 1) the development expected to occur, 2) a projection of tax increment to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the Village issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligation the Village may choose to utilize.

- **General Obligation (G.O.) Bonds or Notes.** The Village may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. debt that a community may have outstanding at any point in time to an amount not greater than five-percent (5%) of its total equalized value (including increment values). For the Village, this amounts to \$56,179,195, of which over \$50,000,000 is currently unused and could be made available to finance Project Costs.
- **Bonds Issued to Developers (“Pay as You Go” Financing).** The Village may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligation are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligation issued to developers in this fashion are not general obligations of the Village and, therefore, do not count against the Village’s statutory borrowing capacity.

- **Tax Increment Revenue Bonds.** The Village has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the Village, or as a form of lease revenue bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the Village and therefore do not count against the Village's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the Village may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.
- **Utility Revenue Bonds.** If the Village were to create a Utility, the Village could issue revenue bonds to be repaid from revenues of the utility. Statutory requirements would need to be reviewed under this method.
- **Special Assessment "B" Bonds.** The Village has the ability to levy special assessments against benefited properties to pay part of the cost for street, curb and gutter, sewer and water, storm sewers, and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment "B" Bonds pledging revenue from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Economic Feasibility

The preliminary economic feasibility analysis supports the feasibility of TID #4. This is based on a comparison of proposed expenditures summarized in Table 5 with projected land and building development in the TID, and the tax increment it is expected to generate. Specifically, the development increment, as outlined in Table 4, is project to be sufficient to cover the projected TID expenditures (principal and interest) listed in Table 5. Therefore, the TID debt/bonding is projected to be retired within the 20-year required timeframe. The economic feasibility is also based on current legislation and development assumptions, as found in Table 5.

The Village will be cautious to spend at or below the levels projected in Table 5. The Village may also perform an annual analysis of the fiscal conditions of TID #4, and how well the development projections are being reached. Decisions to continue spending may be based on the state of the District from time to time, and time to correspond to the extent practical with actual commitments to add increment to the district.

The tools selected for financing the projects should be decided in advance of project commencement. As of the date of this plan, it was anticipated that there will be no borrowing for projects and that the Village will use reserve funds to cover any balances until the Village can be repaid by TID revenues. It is estimated that the effective mill rate will be \$16.69 per \$1,000 of value for all years.

The financial projections included in the Project Plan were based on the following assumptions:

- The property tax mill rate was projected to remain similar to the estimated 2019 rate (\$16.69/\$1,000).
- All projected expenses and revenues were in 2020 dollars.
- Interest income was not factored into the revenue analysis.
- Though described in this Project Plan, funds obtainable through potential grants that the Village may apply for or receive were also not factored into the revenue analysis.
- Projected private development values were based on actual values from a sample of expected comparable projects throughout Harrison and the surrounding area.
- No appreciation growth of developed properties during life of the TID was assumed.

Most of these assumptions are conservative, and therefore further support the projected financial viability of the TID.

Plan Implementation

Project identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined in Table 2. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated that developer agreements between the Village and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The Village reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligation are issued.

If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.

SECTION 11. ANNEXED PROPERTY

A majority of the property within TID #4 was attached (or annexed) into the Village of Harrison in 2016 & 2017. In accordance with Wisconsin Statute 66.1105(4)(gm)(1), the Village of Harrison and the Town of Harrison entered into a cooperative plan boundary agreement under

Wisconsin Statute 66.0301 whereby the Village is not prohibited from exercising its TIF powers for the three year period following the boundary line change.

SECTION 12. ESTIMATE OF PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

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

SECTION 13. PROPOSED CHANGES IN ZONING ORDINANCES

Changes to the Zoning Map, in the form of rezonings, will be necessary to reflect the future land use designation of the area as identified in the Harrison Comprehensive Plan. The Village does not anticipate that the District will require any text changes to the zoning ordinance.

SECTION 14. PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND VILLAGE ORDINANCES

It is expected that this Plan will complement the Harrison Comprehensive Plan and Village ordinances. It is expected that changes to the Master Plan/Comprehensive Plan may include designating additional areas of land from Single-Family Residential to Multiple-Family Residential or Commercial. Other changes to the Master Plan/Comprehensive Plan, map, building codes, or other Village ordinances are not anticipated to implement this Plan. There may be unforeseen changes to the Future Land Use Map, or other components of the Comprehensive Plan, which affect lands within TID #4 beyond those listed herein. Any changes to the Harrison Comprehensive Plan will follow statutory requirements.

SECTION 15. RELOCATION

It is anticipated that there will be no displaced persons from project activities as currently contemplated. It is possible that future business needs and development activities in the area may require acquisition of existing residences. If relocation occurs, the Village will conform to the State of Wisconsin Relocation Laws. It is anticipated that property acquisition will occur with negotiations of the property owner and not be eminent domain. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable state statutes as required in Wisconsin Statute Chapter 32.

SECTION 16. ORDERLY DEVELOPMENT OF THE VILLAGE

The District contributes to the orderly development of the Village by providing the opportunity for continued growth in tax base, job opportunities, and overall economic activity. The Plan identifies projects that will assist the development of the Village that is consistent with the Harrison Comprehensive Plan.

SECTION 17. LIST OF ESTIMATED NON-PROJECT COSTS

Non-Project Costs are public works project that only partly benefit the District or are not eligible to be paid with tax increments, or cost not eligible to be paid with TIF funds. Examples include:

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

Exhibit A. OPINION OF ATTORNEY FOR VILLAGE ADVISING THAT PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES, SECTION 66.1105



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August 10, 2020

Kevin Hietpas, Village President
 Village of Harrison
 W5298 Hwy 114
 Menasha, WI 54952

RE: Village of Harrison, Wisconsin
 Tax Incremental District #4

Dear President Hietpas:

I was asked to review the Project Plan for the above-referenced proposed TID.

Wisconsin Statute §66.1105(4)(f) contains certain criteria that all Project Plans for proposed TIDs must contain. One such requirement is that a Village attorney provide an opinion letter, stating that the Project Plan complies with all criteria of §66.1105(f).

In my opinion, the proposed Project Plan for the Creation of Tax Incremental District No. 4 is in compliance with §66.1105.

Specifically, I note the following:

- Section 7 contains a statement listing the kind, number and location of all proposed public works or improvements within the district.
- Section 10 contains an economic feasibility study, which appears to be in line with statutory requirements.
- Section 9 contains a detailed list of project costs.
- Section 10 contains a description of the methods of financing and Table 4 referenced therein provides estimated income and Table 5 referenced therein provides estimated expense.
- Section 4 contains a description of the existing uses and conditions of real property in the district, which are illustrated by Map 2.

CHRISTOPHER M. BERNARDER
 ATTORNEY AT LAW
 THOMAS J. CLAYTON
 JACQUELINE M. CURTIN
 KENNETH J. DEEROD
 DEBRA J. HALL
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 KYLE J. THOMAS
 OF COUNSEL
 D. J. HERRLING
 RICHARD W. CLARK

- Section 8 describes proposed improvements and uses in the district, which are illustrated on Map 4 and listed on Table 2 referenced therein.
- Section 13, describes proposed changes in zoning ordinances, which include changes to the Zoning Map.
- Section 14, describes proposed changes to the Village's master plan, map, building codes, and village ordinances.
- Section 17, along with Table 2 referenced therein, contains a list of estimated non-project costs.
- Section 15, states that it does not anticipate that persons will be displaced by activities contemplated in the TID.
- Section 16, explains how the TID will contribute the orderly development of the Village and the fact that the Project Plan is consistent with the Harrison Comprehensive Plan.

I should note that I have not been actively involved in the creation of the proposed TID, and I am not in a position to provide an opinion as to whether the proper procedures have been followed. However, I believe that that is beyond the scope of the attorney's opinion required in §66.1105(4)(f).

In summary, I believe that the Project Plan meets the minimum requirements of §66.1105.

Very truly yours,


Andrew J. Rossmeissl
Direct Dial. (920) 852-3219

AJR/smw

Exhibit B. LEGAL DESCRIPTION

NORTH DESCRIPTION: A part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 61.5 acres of land more or less being more fully described as follows:

Commencing at the Northeast corner of Section 8, Township 20 North, Range 18 East; Thence Westerly, 1315 feet more or less along the North line of the Northeast $\frac{1}{4}$ of said Section 8 to the Southerly extension of the East line of Aspen Ridge Plat; Thence N00°27'46"E, 10.00 feet along said extended East line to the North right-of-way line of E. Midway Road and the Point of Beginning; Thence continuing N00°27'46"E, 1714.27 feet along the east line of Aspen Ridge Plat to the Southeasterly line of E. Plank Road; Thence Northeasterly, 229.59 feet along the Southeasterly line of E. Plank Road along the arc of a curve to the right having a radius of 11,419.16 feet and the chord of which bears N59°24'49"E, 229.59 feet; Thence N59°59'30"E, 731.57 feet along the Southeasterly line of E. Plank Road; Thence N62°51'14"E, 100.13 feet, along the Southeasterly line of E. Plank Road; Thence N60°00'41"E, 372.57 feet along the Southeasterly line of E. Plank Road to a vision corner at the Southwesterly corner of E. Plank Road and S. Lake Park Road; Thence S43°22'01"E, 54.78 feet along said vision line; Thence S05°20'40"E, 84.41 feet along said vision line to the West line of said S. Lake Park Road; Thence S00°49'31"W, 2115 feet more or less along the West line of said S. Lake Park Road to the North line of lands described in Document No. 507850; Thence Westerly, 17 feet more or less along said North line to the West right-of-way line of said S. Lake Park Road; Thence Southerly 155 feet more or less along said West line of said S. Lake Park Road to the North right-of-way line of E. Midway Road; Thence Westerly 1272 feet more or less along said North right-of-way line to the Point of Beginning.

and

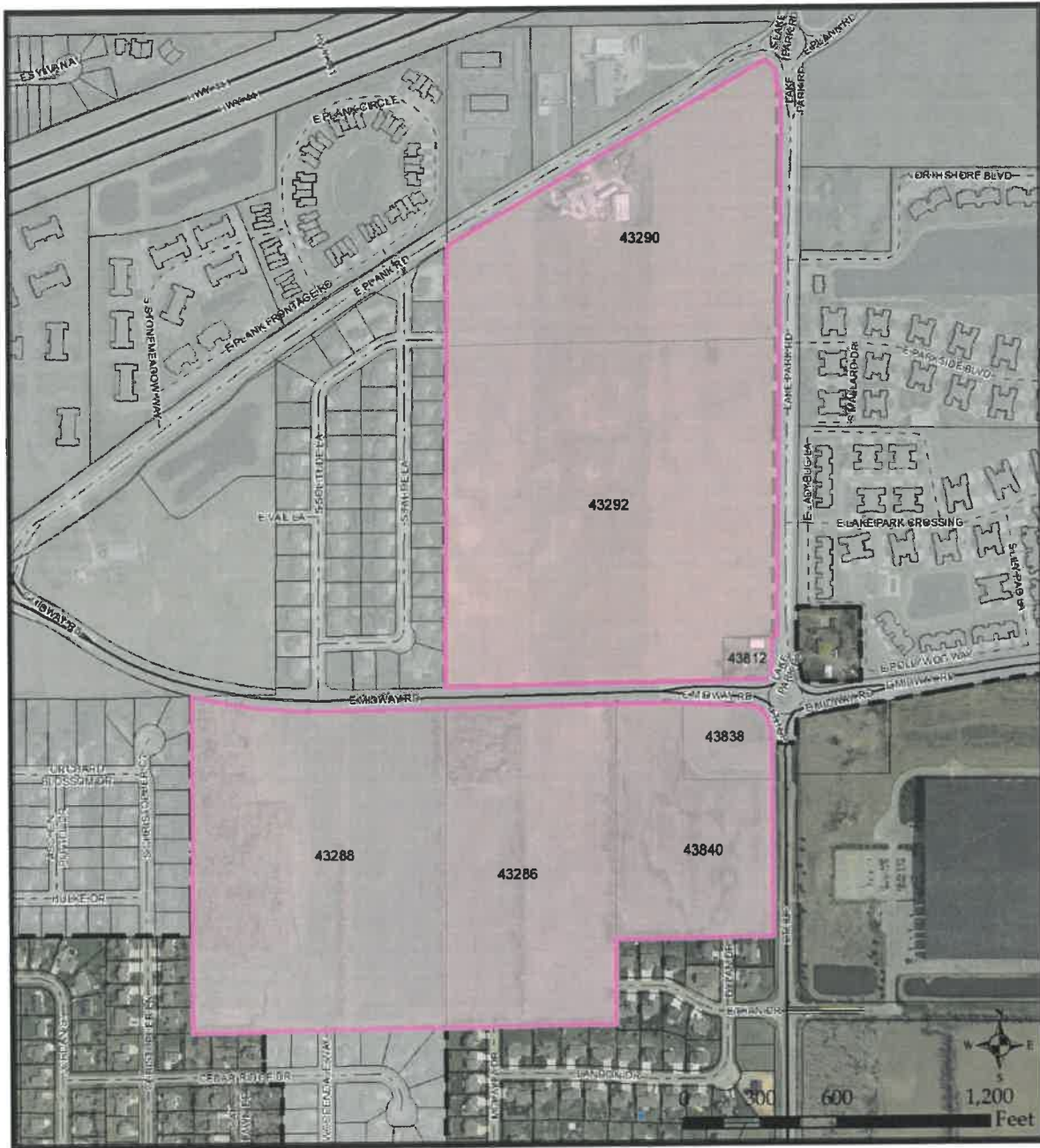
SOUTH DESCRIPTION: A part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 59.7 acres of land more or less being more fully described as follows:

Commencing at the Northeast Corner of said Section 8; Thence Westerly, 659.75 feet along the North line of said Northeast $\frac{1}{4}$ to the East Line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; Thence Southerly, 70.02 feet along said East line to the Point of Beginning on the South Right of Way line of E. Midway Road; Thence Easterly along said South Right of Way line 600 feet more or less to the Westerly Right of Way S. Lake Park Road; Thence Southerly 861 feet more or less along the West Right of Way line S. Lake Park Road to the North line of the 2nd Addition of Cedar Ridge Estates; Thence Westerly 614.16 feet along said North line to the East Line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; Thence Southerly, 328.29 feet along said East line to the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; Thence Westerly, 1646.66 feet along said South line to the East line of the West 10 acres of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; Thence Northerly, 1306.31 feet along said East line to the North line of said Northeast $\frac{1}{4}$; Thence Easterly, 3.41 feet along said North line to the South Right of Way line of E. Midway Road; Thence Easterly, 1646.91 feet along said South Right of Way line to the Point of Beginning.

Map 1. BOUNDARY & PARCEL MAP

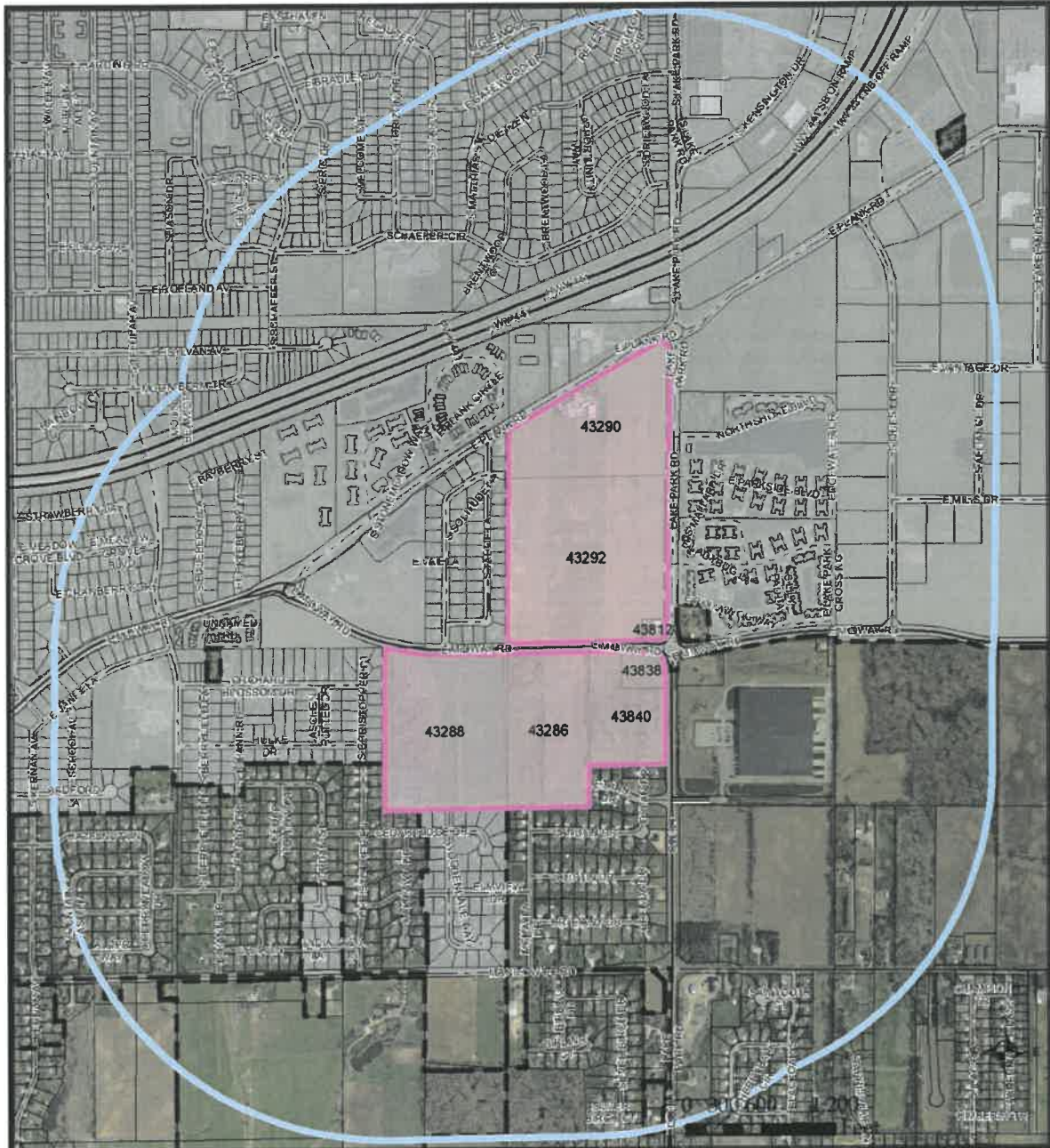
Village of Harrison TID No. 4

Boundary Map



Legend

- Future Roads
- TID #4 Boundary
- TID #4 Area
- Parcels
- County Boundary
- Municipal Boundary
- Village of Harrison
- City of Appleton

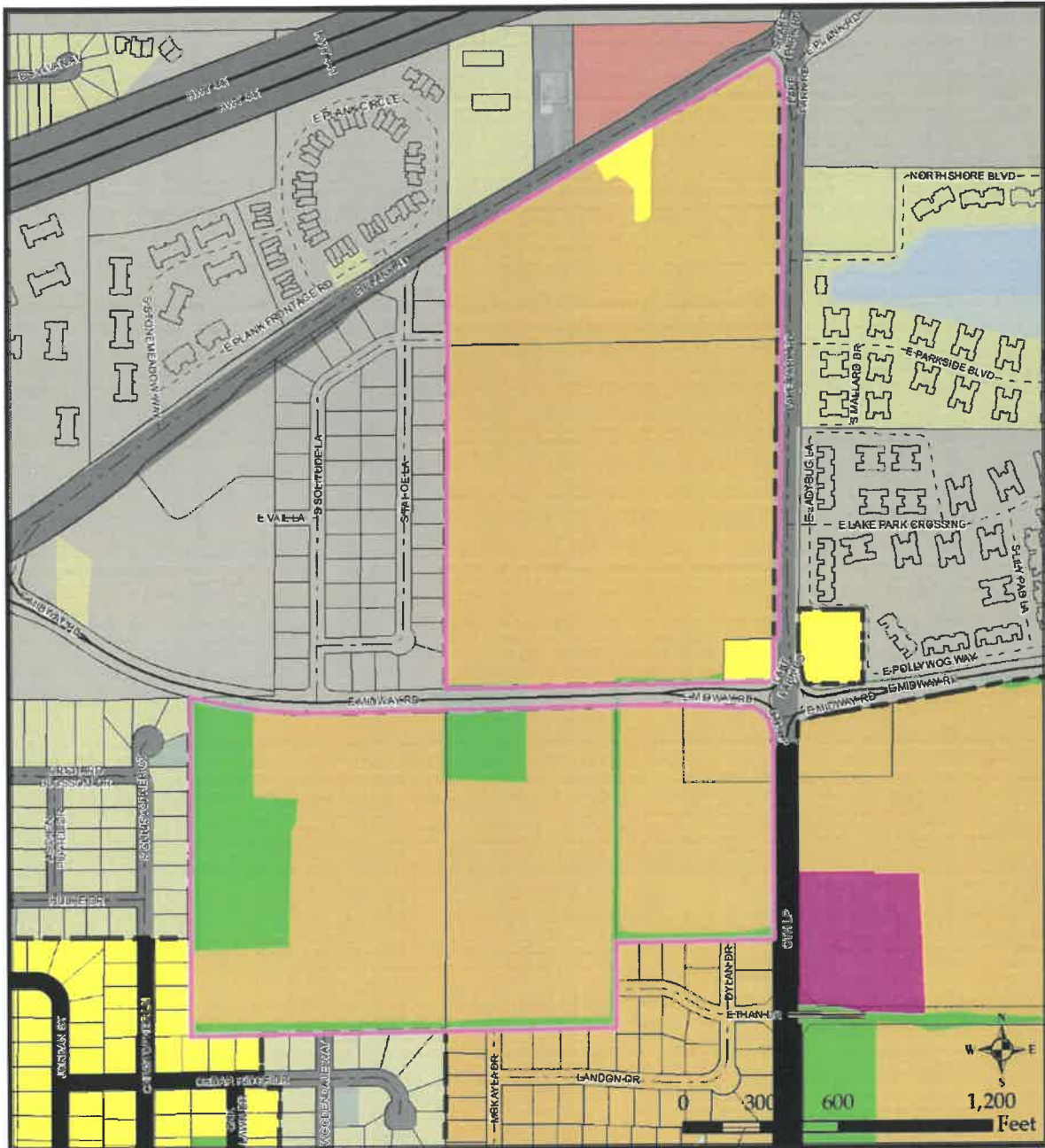


- Legend**
- Future Roads
 - TID #4 Boundary
 - 1/2 Mile
 - TID #4 Area
 - Parcels
 - County Boundary
 - Municipal Boundary
 - Village of Harrison
 - City of Appleton

Map 2. EXISTING CONDITIONS & LAND USES MAP

Village of Harrison TID No. 4

Existing Land Use Map



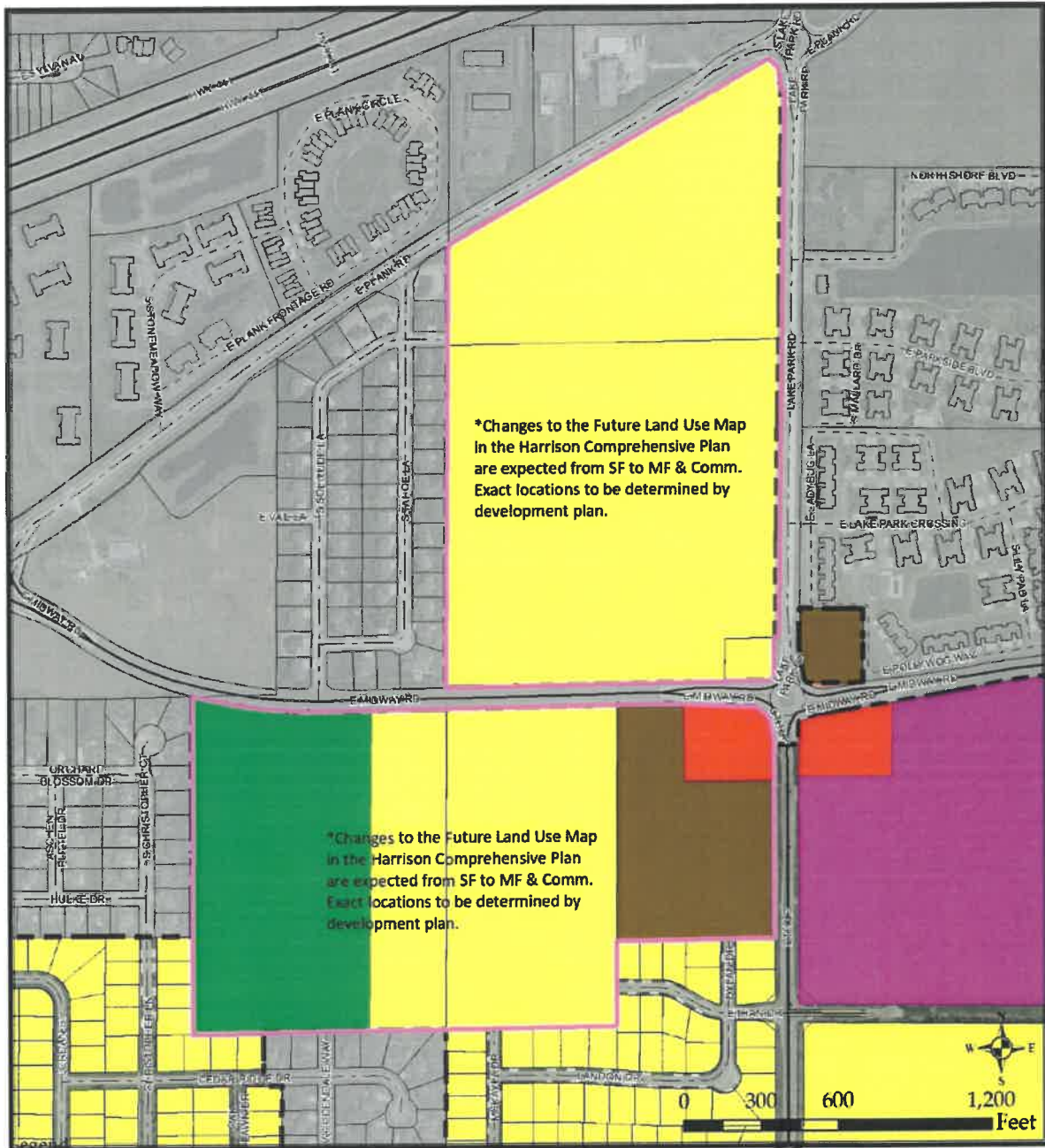
Legend

Future Roads	TID #4 Boundary	Municipal Boundary	Residential	Utilities
Parcels	Village of Harrison	City of Appleton	Commercial	Water
County Boundary			Industrial	Woodlands
			Public / Institutional	Agricultural / Vacant / Open Space
			Transportation	

Map 3. FUTURE LAND USES MAP

Village of Harrison TID No. 4

Future Land Use Map

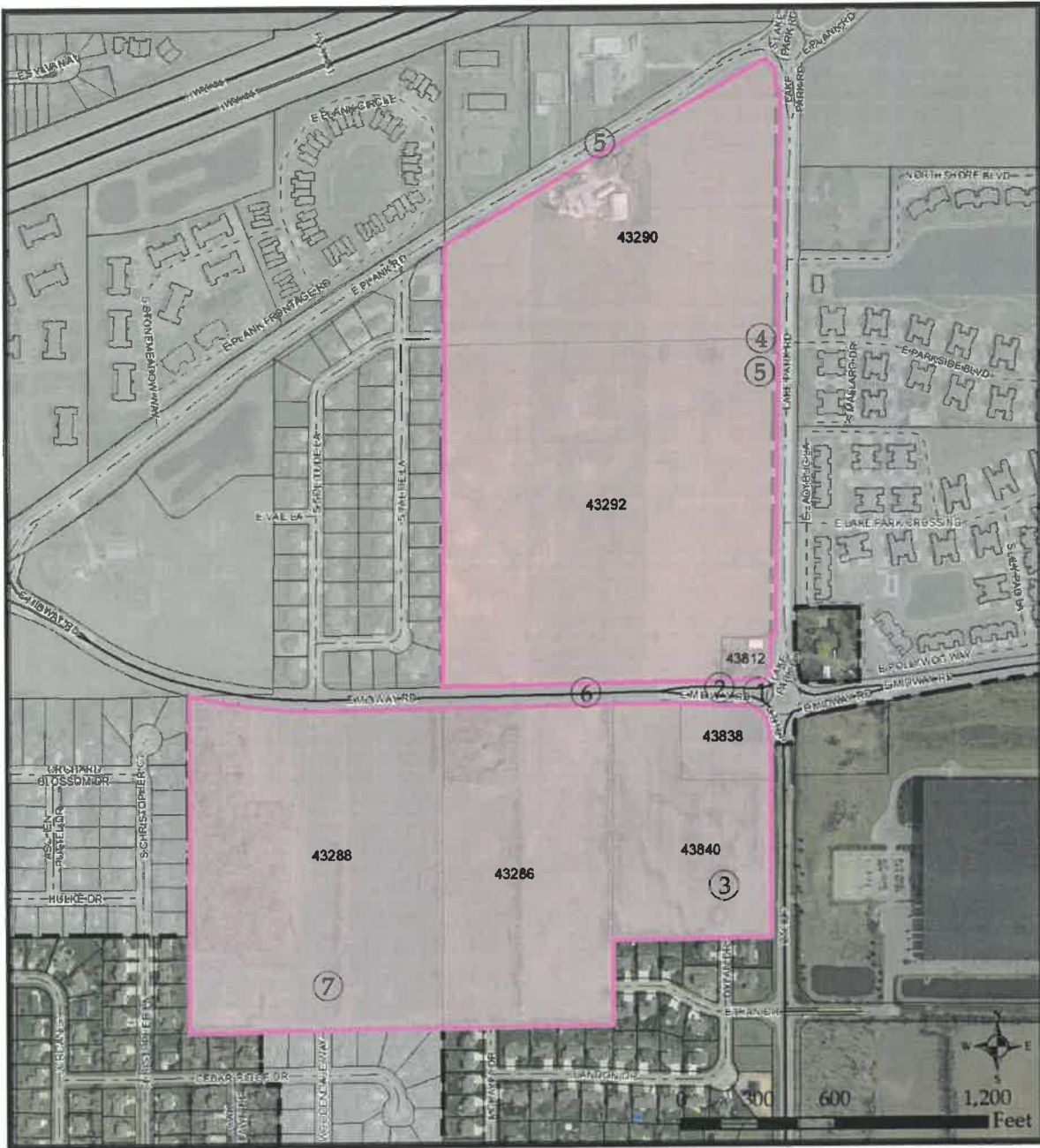


Future Roads	TID #4 Boundary	Municipal Boundary	Village of Harrison	Parcels	County Boundary	City of Appleton	Future Land Use	Mobile Home Park	Industrial
							FLU	Farmstead Homes	Public/Institutional
							Single-Family Residential (sewered)	Village Center	Ag. Vacant, Undeveloped
							Single-Family Residential (transitional)	Commercial	Special Ag/Nurseries
							Single-Family Residential (unsewered)	Mixed Use	Woodlands
							Two-Family Residential	Parks and Recreation	Utilities/Quarries
							Multi-Family Residential		

Map 4. PROPOSED PROJECT IMPROVEMENT LOCATIONS MAP

Village of Harrison TID No. 4

Proposed Projects Map



Legend

- Future Roads
- TID #4 Boundary
- TID #4 Area
- Parcels
- County Boundary
- Municipal Boundary
- Village of Harrison
- City of Appleton

- 1 - Pedestrian Facilities (Lake Park Rd & Cty Rd AP)
- 2 - Beautification & Signage
- 3 - Dylan Drive Extension
- 4 - Access Improvements
- 5 - Roadway Improvements (Lake Park Rd & Plank Rd)
- 6 - Sewer & Water Infrastructure
- 7 - Stormwater Infrastructure

Table 1. PRELIMINARY PARCEL LIST

Loc ID	Owner	Physical Address	2019 Assessed Value - Improvements	2019 Assessed Value - Land	2019 Assessed Value - Total	2019 Assessed Value - Personal Property	Equalized Value	Acres	Acres Zoned or Suitable for Industrial Use	Acres Zoned or Suitable for Commercial/ Business Use	Acres Zoned or Planned for Newly Platted Residential Uses	Total Acres Suitable for Mixed-Use Development
43286	Matthew H Reim	County AP	\$ -	\$ 4,200	\$ 4,200	\$ -	\$ 4,250	20.00	0.00	8.00	12.00	20.00
43288	Matthew H Reim	County AP	\$ -	\$ 6,200	\$ 6,200	\$ -	\$ 6,273	30.00	0.00	25.70	4.30	30.00
43290	Matthew H Reim	W6559 E Pink Road	\$ 151,400	\$ 33,300	\$ 184,700	\$ -	\$ 186,879	21.41	0.00	17.60	3.81	21.41
43292	Matthew H Reim	Lake Park Road	\$ -	\$ 7,800	\$ 7,800	\$ -	\$ 7,892	37.72	0.00	25.53	12.19	37.72
43812	S. Westler H Nett	N9303 Lake Park Road	\$ 129,200	\$ 21,800	\$ 151,000	\$ -	\$ 152,781	0.75	0.00	0.75	0.00	0.75
43838	Two O One Invest Prop LLC	Lake Park Road	\$ -	\$ 45,400	\$ 45,400	\$ -	\$ 45,996	2.27	0.00	2.27	0.00	2.27
43840	Jane B Mahn	Lake Park Road	\$ -	\$ 41,700	\$ 41,700	\$ -	\$ 42,192	10.43	0.00	10.43	0.00	10.43
TOTALS			\$ 280,600	\$ 160,400	\$ 441,000	\$ -	\$ 446,203	122.58	0.00	90.28	32.30	122.58

2019	Estimated Base Value	Total District Acreage	Total Acreage			Total Mixed Use Acreage
			Industrial Acreage	Commercial Acreage	Platted Residential Acreage	
			0%	74%	26%	100%

Preliminary Parcel List

Table 2. PROJECT COSTS

Project Costs								
Map #	Project Outside TID Boundary	Project Name	Location	Description	Cost Estimate	Estimated Construction / Expenditure Period	Estimated Project Cost	Estimated Non-Project Cost
1		Pedestrian Facilities	Lake Park Road & County AP	Construct off-street trails, sidewalks, pedestrian crossing for County AP.	\$ 150,000	2022	\$ 150,000	\$ -
2		Beautification/ Signage	Lake Park Road & County AP	Funds will be provided to assist with beautification and signage efforts deemed to be necessary for the overall good of the District.	\$ 50,000	2030	\$ 50,000	\$ -
3		Dylan Drive Extension	Dylan Drive	Construct extension of Dylan Drive to accomodate development of priate property.	\$ 800,000	2022	\$ 800,000	\$ -
4		Access Improvements	Lake Park Road	Construct access improvements for developent.	\$ 100,000	2022	\$ 100,000	\$ -
5		Roadway Improvements	Lake Park Road & Plank Road	Reconfigure roadway and possible roadway improvements for development.	\$ 685,000	2020-2025	\$ 685,000	\$ -
6		Sewer & Water Infrastructure	Midway Road, Lake Park Road, Plank Road	Connect sewer & water infrastructure to development.	\$ 196,000	2021	\$ 196,000	\$ -
7		Stormwater Infrastructure	Woodendale Way terminus	Reconfigure storm sewer infrastructure.	\$ 150,000	2021	\$ 150,000	\$ -
		Land Acquisition	TID-wide	Voluntary Land Acquisition of scattered parcels throughout the TID in order to combine with adjacent parcels to make the area more attractive to new development.	\$ 250,000	2021-2022	\$ 250,000	\$ -
		Demolition	TID-wide	Demolition of existing structures on propeties acquired by the Village.	\$ 20,000	2021-2022	\$ 20,000	\$ -
		Development Incentives	TID-wide	Cash Grants to Development for any eligible project cost (utility and infrastructure installation, land assemblage, clearing, site preparation, and building or aesthetics (particularly for building exterior materials, but could include any aesthetic improvement that will add tax value to the property).	\$15,127,000	Life of TID	\$ 15,127,000	\$ -
		General Administration, Planning, Legal, Engineering	TID-wide	General administration, planning, legal, engineering, etc.	\$ 210,000	Life of TID	\$ 210,000	\$ -
		Financing (Interest on Debt)	TID-wide	Financing	\$ 1,997,208	Life of TID	\$ 1,997,208	\$ -
Total Estimated Costs					\$19,735,208		\$ 19,735,208	\$ -

Notes:

* Project located outside, or partially outside, but within 1/2 mile of the proposed District Boudary and an eligbile project cost per WI Stats. 66.1105(2)(f)1.n.

** Cost Estimate is for portion of total proect cost assignnable to TID #3.

Other Projects that could be completed if tax increments exceed expected amounts

Table 3. DEVELOPMENT ASSUMPTIONS

Development Assumptions						
Construction Year	Mirrigo (Renn South)	Novella (Renn North)	Commercial Property	Annual Total	Construction Year	
2020	\$ -	\$ -	\$ -	\$ -	2020	1
2021	\$ 13,600,000	\$ 7,635,000	\$ -	\$ 21,235,000	2021	2
2022	\$ 16,640,000	\$ 15,415,000	\$ -	\$ 32,055,000	2022	3
2023	\$ -	\$ 11,875,000	\$ -	\$ 11,875,000	2023	4
2024	\$ -	\$ 5,355,000	\$ -	\$ 5,355,000	2024	5
2025	\$ -	\$ -	\$ -	\$ -	2025	6
2026	\$ -	\$ -	\$ -	\$ -	2026	7
2027	\$ -	\$ -	\$ -	\$ -	2027	8
2028	\$ -	\$ -	\$ -	\$ -	2028	9
2029	\$ -	\$ -	\$ -	\$ -	2029	10
2030	\$ -	\$ -	\$ 500,000	\$ 500,000	2030	11
2031	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	2031	12
2032	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	2032	13
2033	\$ -	\$ -	\$ -	\$ -	2033	14
2034	\$ -	\$ -	\$ -	\$ -	2034	15
2035	\$ -	\$ -	\$ -	\$ -	2035	16
2036	\$ -	\$ -	\$ -	\$ -	2036	17
2037	\$ -	\$ -	\$ -	\$ -	2037	18
2038	\$ -	\$ -	\$ -	\$ -	2038	19
2039	\$ -	\$ -	\$ -	\$ -	2039	20
Totals	\$ 30,240,000	\$ 40,280,000	\$ 3,500,000	\$ 74,020,000		

Table 4. DEVELOPMENT & TAX INCREMENT PROJECTIONS

Development and Tax Increment Projections									
	Year	Value Added	Valuation Year	Inflation Increment	TID Value Increment	Tax Rate (per \$1,000)	Projected Tax Increment	Cumulative Tax Increment	Revenue Year
1	2020	\$ -	2021	0%	\$ -	\$ 16.69	\$ -	\$ -	2022
2	2021	\$ 21,235,000	2022	0%	\$ 21,235,000	\$ 16.69	\$ 354,412	\$ 354,412	2023
3	2022	\$ 32,055,000	2023	0%	\$ 53,290,000	\$ 16.69	\$ 889,410	\$ 1,243,822	2024
4	2023	\$ 11,875,000	2024	0%	\$ 65,165,000	\$ 16.69	\$ 1,087,604	\$ 2,331,426	2025
5	2024	\$ 5,355,000	2025	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 3,508,405	2026
6	2025	\$ -	2026	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 4,685,384	2027
7	2026	\$ -	2027	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 5,862,363	2028
8	2027	\$ -	2028	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 7,039,341	2029
9	2028	\$ -	2029	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 8,216,320	2030
10	2029	\$ -	2030	0%	\$ 70,520,000	\$ 16.69	\$ 1,176,979	\$ 9,393,299	2031
11	2030	\$ 500,000	2031	0%	\$ 71,020,000	\$ 16.69	\$ 1,185,324	\$ 10,578,623	2032
12	2031	\$ 1,000,000	2032	0%	\$ 72,020,000	\$ 16.69	\$ 1,202,014	\$ 11,780,637	2033
13	2032	\$ 2,000,000	2033	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 13,016,030	2034
14	2033	\$ -	2034	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 14,251,424	2035
15	2034	\$ -	2035	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 15,486,818	2036
16	2035	\$ -	2036	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 16,722,212	2037
17	2036	\$ -	2037	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 17,957,606	2038
18	2037	\$ -	2038	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 19,192,999	2039
19	2038	\$ -	2039	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 20,428,393	2040
20	2039	\$ -	2040	0%	\$ 74,020,000	\$ 16.69	\$ 1,235,394	\$ 21,663,787	2041
	Total	\$ 74,020,000					\$21,663,787		
	Notes:								

Table 5.

EXPENDITURE ANALYSIS

Year		Development Incentives		Expenditures		Capital Borrowing		Total Expenditures		Project Revenues		Total Cumulative Revenues		Balances		Project Cost Year	
Year	Development Incentives	Development Incentives Cumulative	Infrastructure	Other	Land Acquisition	Planning & Admin.	Debt Service Principal	Debt Service Interest	Total Expenditures	Loan	Tax Incentives	Total Revenues	Cumulative Revenues	Annual	Cumulative	Project Cost Principal Outstanding	Year
1	\$ -	\$ -	\$ 460,167	\$ 20,000	\$ 250,000	\$ 10,000			\$ 10,000								2020
2	\$ -	\$ -	\$ 1,164,167			\$ 10,000	\$ 74,500	\$ 58,644	\$ 1,307,111	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 759,833	\$ 749,533	\$ 749,833	2021
3	\$ -	\$ -				\$ 10,000	\$ 77,135	\$ 55,609	\$ 576,382		\$ 354,412	\$ 354,412	\$ 1,854,412	\$ (221,870)	\$ (779,348)	\$ (557,478)	2022
4	\$ 318,971	\$ 318,971	\$ 114,167			\$ 10,000	\$ 80,694	\$ 52,400	\$ 1,057,830		\$ 889,410	\$ 889,410	\$ 2,743,822	\$ (168,420)	\$ (947,768)	\$ (1,096,188)	2023
5	\$ 800,469	\$ 1,119,440	\$ 114,167			\$ 10,000	\$ 83,982	\$ 49,162	\$ 1,236,134		\$ 1,087,604	\$ 1,087,604	\$ 3,831,426	\$ (148,531)	\$ (1,096,188)	\$ (1,235,932)	2024
6	\$ 978,843	\$ 2,098,283	\$ 114,167			\$ 10,000	\$ 87,403	\$ 45,741	\$ 1,316,922		\$ 1,176,979	\$ 1,176,979	\$ 5,008,405	\$ (139,613)	\$ (1,235,932)	\$ (1,375,545)	2025
7	\$ 1,059,381	\$ 3,157,664	\$ 114,167			\$ 10,000	\$ 90,964	\$ 42,180	\$ 1,302,425		\$ 1,176,979	\$ 1,176,979	\$ 6,185,384	\$ (25,446)	\$ (1,161,378)	\$ (1,261,378)	2026
8	\$ 1,059,381	\$ 4,216,945				\$ 10,000	\$ 94,670	\$ 38,474	\$ 1,302,425		\$ 1,176,979	\$ 1,176,979	\$ 7,362,363	\$ (25,446)	\$ (1,186,824)	\$ (1,387,202)	2027
9	\$ 1,059,381	\$ 5,276,326				\$ 10,000	\$ 98,271	\$ 34,617	\$ 1,302,425		\$ 1,176,979	\$ 1,176,979	\$ 8,539,341	\$ (25,446)	\$ (1,187,716)	\$ (1,312,716)	2028
10	\$ 1,059,381	\$ 6,335,707				\$ 10,000	\$ 102,541	\$ 30,603	\$ 1,302,425		\$ 1,176,979	\$ 1,176,979	\$ 9,716,320	\$ (25,446)	\$ (1,187,716)	\$ (1,187,716)	2029
11	\$ 1,059,381	\$ 7,395,088		\$ 50,000		\$ 10,000	\$ 106,719	\$ 26,425	\$ 1,302,425		\$ 1,176,979	\$ 1,176,979	\$ 10,893,299	\$ (25,446)	\$ (1,413,162)	\$ (1,413,162)	2030
12	\$ 1,059,381	\$ 8,454,469				\$ 10,000	\$ 111,067	\$ 22,077	\$ 1,302,425		\$ 1,185,324	\$ 1,185,324	\$ 12,078,623	\$ (24,612)	\$ (1,437,774)	\$ (1,437,774)	2031
13	\$ 1,059,381	\$ 9,513,850				\$ 10,000	\$ 115,921	\$ 17,552	\$ 1,302,425		\$ 1,202,014	\$ 1,202,014	\$ 13,280,637	\$ 97,259	\$ (1,340,515)	\$ (1,340,515)	2032
14	\$ 988,315	\$ 10,502,165				\$ 10,000	\$ 120,303	\$ 12,843	\$ 1,313,458		\$ 1,235,394	\$ 1,235,394	\$ 14,516,030	\$ 103,936	\$ (1,326,800)	\$ (1,326,800)	2033
15	\$ 988,315	\$ 11,490,480				\$ 10,000	\$ 125,302	\$ 7,941	\$ 1,313,458		\$ 1,235,394	\$ 1,235,394	\$ 15,751,424	\$ 103,936	\$ (1,028,709)	\$ (1,028,709)	2034
16	\$ 988,315	\$ 12,478,795				\$ 10,000	\$ 130,303	\$ 2,840	\$ 701,368		\$ 1,235,394	\$ 1,235,394	\$ 16,986,818	\$ 237,079	\$ (791,630)	\$ (791,630)	2035
17	\$ 988,315	\$ 13,467,110				\$ 10,000			\$ 701,368		\$ 1,235,394	\$ 1,235,394	\$ 18,222,212	\$ 21,928,303	\$ 2,193,183	\$ 2,193,183	2036
18	\$ 988,315	\$ 14,455,425				\$ 10,000			\$ 701,368		\$ 1,235,394	\$ 1,235,394	\$ 19,457,606	\$ 534,025	\$ (257,609)	\$ (257,609)	2037
19	\$ 691,368	\$ 15,146,793				\$ 10,000			\$ 701,368		\$ 1,235,394	\$ 1,235,394	\$ 20,692,999	\$ 1,278,394	\$ 967,789	\$ 967,789	2038
20						\$ 10,000			\$ 10,000		\$ 1,235,394	\$ 1,235,394	\$ 21,928,303	\$ 3,428,577	\$ 3,428,577	\$ 3,428,577	2039
21						\$ 10,000			\$ 10,000		\$ 1,235,394	\$ 1,235,394	\$ 23,163,707	\$ 1,928,577	\$ 1,928,577	\$ 1,928,577	2040
22						\$ 10,000			\$ 10,000		\$ 1,235,394	\$ 1,235,394	\$ 24,400,101				2041
Totals	\$15,127,000		\$ 2,081,002	\$ 70,000	\$ 250,000	\$ 210,000	\$ 1,500,000	\$ 497,208	\$ 19,735,210	\$ 1,500,000	\$ 21,663,787	\$ 21,663,787	\$ 21,663,787				

Notes:

Projected TID Closure

Table 6. CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

Tax Increment Share by Taxing Jurisdiction

Year	Village	County	School District	Technical College	Total
2020	\$ -	\$ -	\$ -	\$ -	\$ -
2021	\$ 65,220	\$ 114,514	\$ 152,584	\$ 22,094	\$ 354,412
2022	\$ 163,672	\$ 287,377	\$ 382,916	\$ 55,445	\$ 889,410
2023	\$ 200,144	\$ 351,416	\$ 468,244	\$ 67,801	\$ 1,087,604
2024	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2025	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2026	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2027	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2028	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2029	\$ 216,591	\$ 380,293	\$ 506,722	\$ 73,372	\$ 1,176,979
2030	\$ 218,127	\$ 382,990	\$ 510,315	\$ 73,893	\$ 1,185,324
2031	\$ 221,198	\$ 388,382	\$ 517,500	\$ 74,933	\$ 1,202,014
2032	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2033	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2034	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2035	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2036	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2037	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2038	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
2039	\$ 227,341	\$ 399,168	\$ 531,871	\$ 77,014	\$ 1,235,394
Totals	\$ 3,986,631	\$ 6,999,783	\$ 9,326,863	\$ 1,350,510	\$ 21,663,787
Percentage	18%	32%	43%	6%	100%

**DISSOLUTION OF THE DARBOY PARK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF BUCHANAN AND THE VILLAGE OF HARRISON**

WHEREAS, the Village of Harrison (f/k/a Town of Harrison) and the Town of Buchanan entered into an intergovernmental agreement for the oversight and maintenance of the Darboy Park located in the Village of Harrison; and

WHEREAS, the communities agreed to share in the planning, cost and maintenance of the Darboy Park; and

WHEREAS, at such time that the agreement was entered into, both the Town of Buchanan and the Village of Harrison had fewer parks to maintain and operate; and

WHEREAS, since the Darboy Park is located in the Village of Harrison, both Harrison and the Town of Buchanan agree that it would be in the best interest of both parties to dissolve the prior agreement between the Town of Buchanan and Village of Harrison (f/k/a Town of Harrison) for the operation and maintenance of the Darboy Park;

NOW, THEREFORE, BE IT UNDERSTOOD THAT THE TOWN OF BUCHANAN AND THE VILLAGE OF HARRISON AGREE TO THE FOLLOWING:

1. The Village of Harrison and the Town of Buchanan agree to dissolve all prior agreements with regards to the Darboy Park.
2. The Town of Buchanan will no longer be required to plan, oversee, maintain or acquire any more parkland for the benefit of Darboy Park.
3. The Town of Buchanan agrees to relinquish all rights in deed or title to the Village of Harrison for the Darboy Park.
4. In return, the Village of Harrison agrees to allow Town of Buchanan residents to rent the pavilion at Darboy Park at the same rate as Village of Harrison residents.
5. The Village of Harrison also agrees that the Town of Buchanan no longer has to maintain or financially support any portion of the Darboy Park.

This agreement shall be effective when an executed copy hereof is filed in the office of the municipal clerk of the respective parties.

VILLAGE OF HARRISON

Approved and adopted this _____ day of _____, 2020 by the Village Board of the Village of Harrison.

By: _____
Village President

Attest: _____
Village Clerk

Approved and adopted this _____ day of _____, 2020 by the Town Board of the Town of Buchanan.

By: _____
Town Chairperson

Attest: _____
Town Clerk



Discharge of Firearms Application

Owner mailing address: W 5489 Mielke Rd

I, Dan Mielke own 70 contiguous acres of land
(name) (# of acres)

within the Village of Harrison, located at:
State Park & Mielke Rd
(address or description of property)

I acknowledge as the land owner, I

- am the only one who can give non-family members permission to fire or discharge firearms on the land.
- must request a waiver annually.
- that the waiver can be revoked for a violation of WI State Statute Chapter 167 or Chapter 941 relative to the use of firearms.

Dan Mielke
Authorized Signature (Land Owner)

8-24-20
Date

BOARD ACTION:	<u> </u> Approve	<u> </u> Deny	<u> </u> Date of Meeting
Land Owner	<u> </u> Calumet County Sheriff's Department	<u> </u> Municipal Copy	<u> </u>

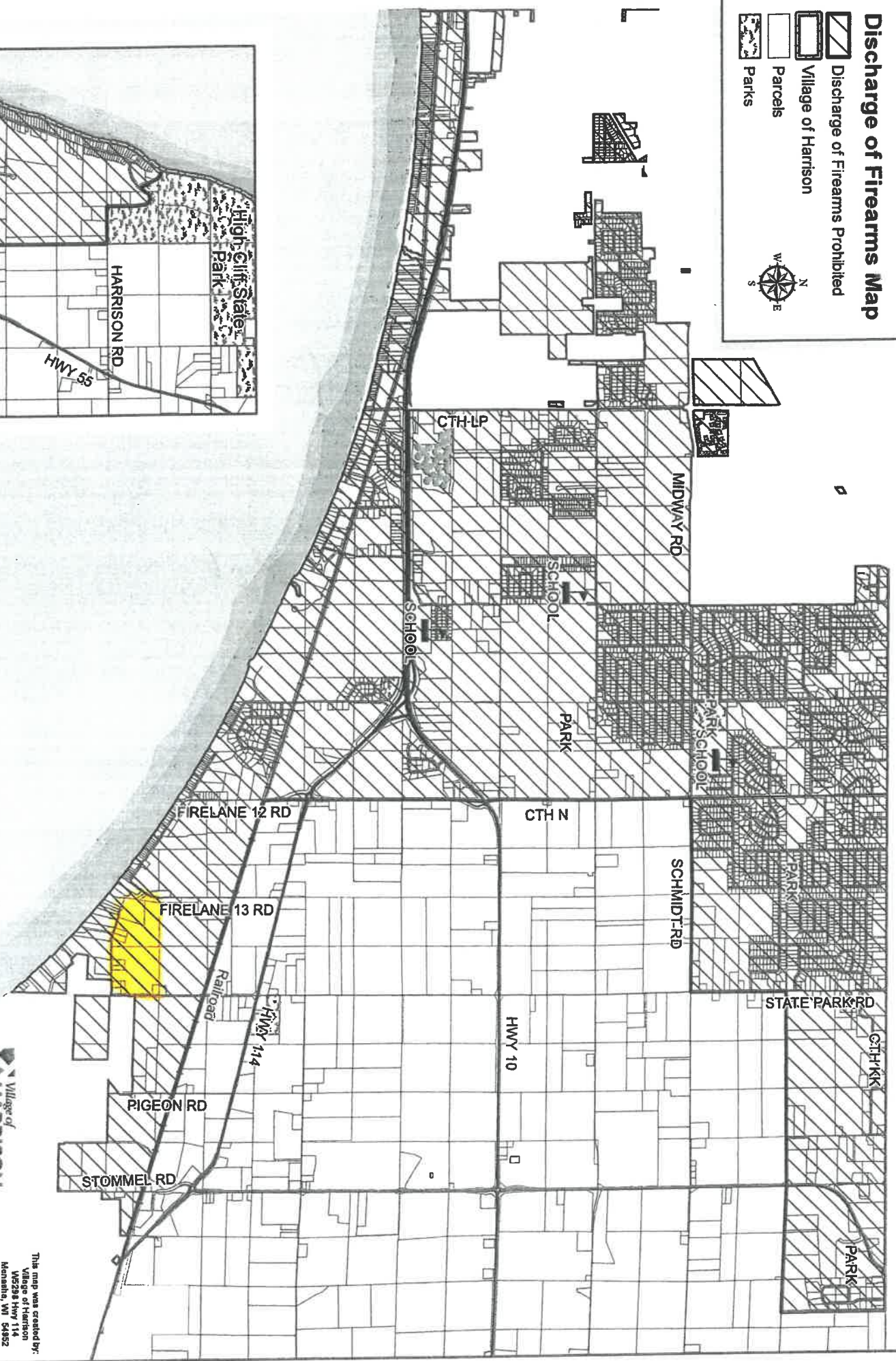
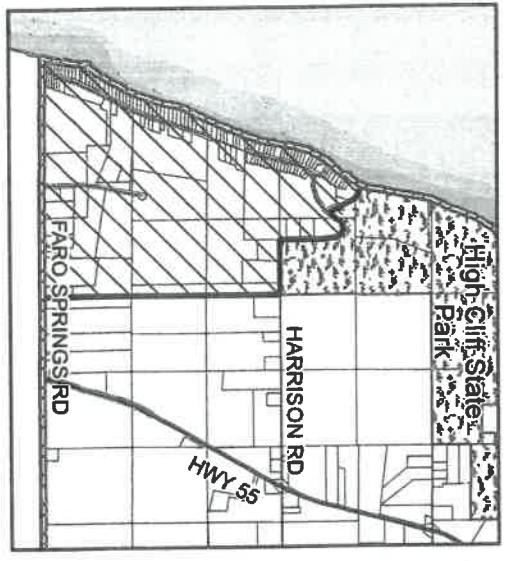
Staff Use Only:

Verification of Acres Listed Above: 63.37 ign

Renewal

Discharge of Firearms Map

-  Discharge of Firearms Prohibited
-  Village of Harrison
-  Parcels
-  Parks



This map was created by:
 Village of Harrison
 W5294 Hwy 114
 Menasha, WI 54852
 920.385.1062
 October 29, 2019

Disclaimer:
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Discharge of Firearms Application

Owner mailing address: W 5725 Manitowoc Rd Appleton WI 54915

I, Tony Mader own 115 contiguous acres of land
(name) (# of acres)

within the Village of Harrison, located at:

W5725 Manitowoc Rd and W9093 City Rd N
(address or description of property)

I acknowledge as the land owner, I

- am the only one who can give non-family members permission to fire or discharge firearms on the land.
- must request a waiver annually.
- that the waiver can be revoked for a violation of WI State Statute Chapter 167 or Chapter 941 relative to the use of firearms.

Tony Mader
Authorized Signature (Land Owner)


8-27-2020
Date

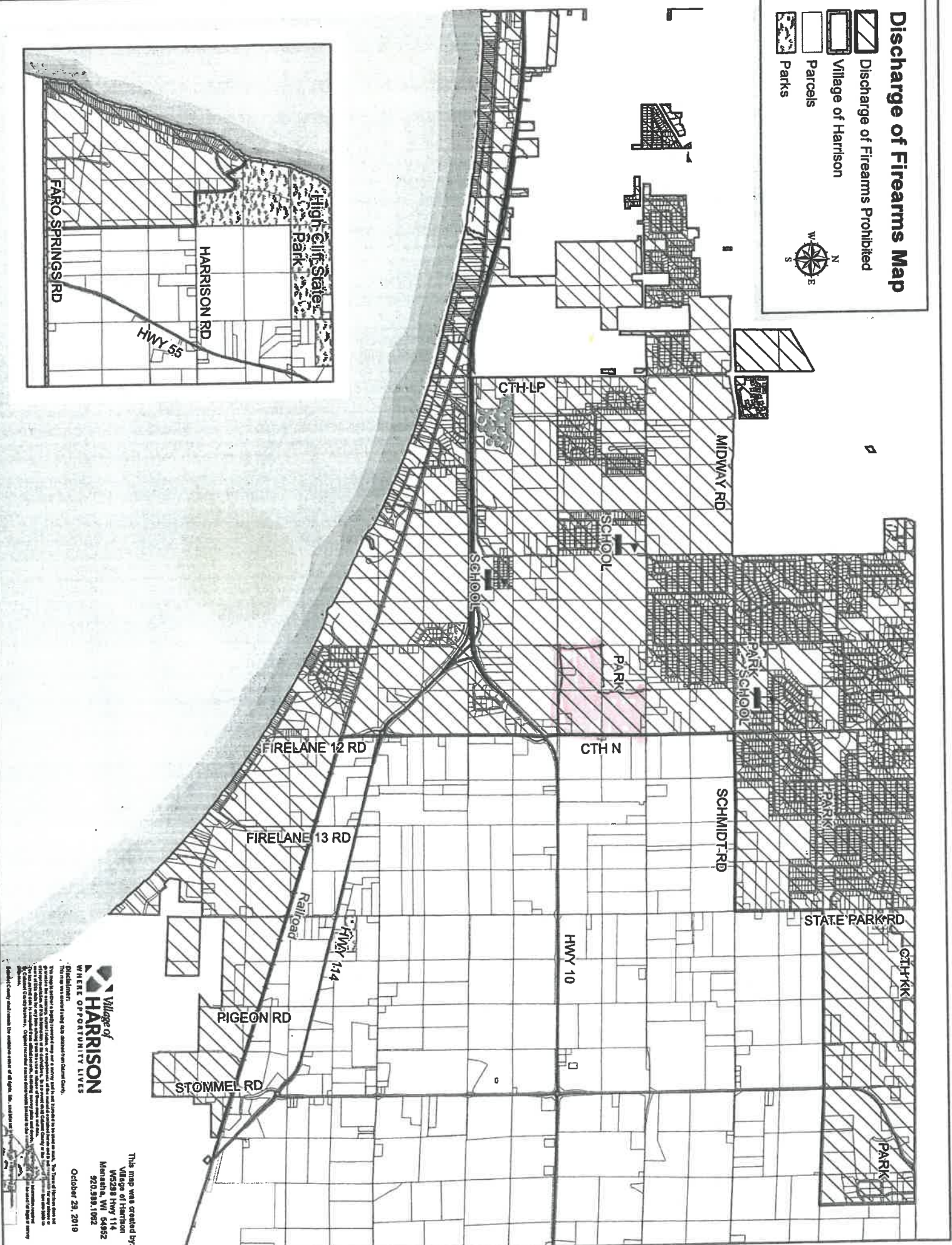
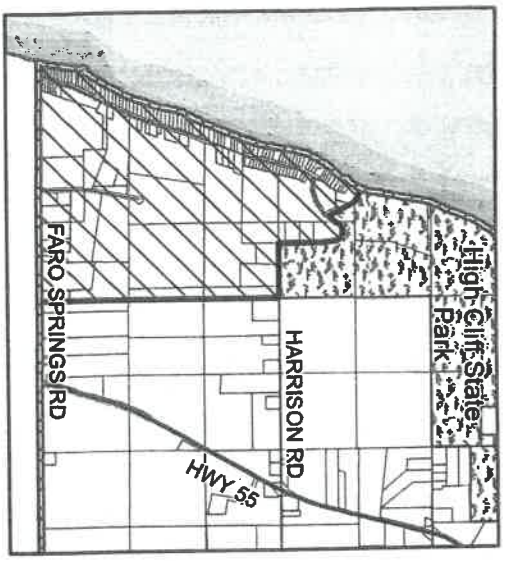
BOARD ACTION:	<u>Approve</u>	<u>Deny</u>	<u>Date of Meeting</u>
Land Owner	<u>Calumet County Sheriff's Department</u>	<u>Municipal Copy</u>	

Staff Use Only:

Verification of Acres Listed Above: 117-ac GEM Family LLC Renewal
ujr Tean Mader
Anthony Mader

Discharge of Firearms Map

-  Discharge of Firearms Prohibited
-  Village of Harrison
-  Parks



Village of HARRISON
WHERE OPPORTUNITY LIVES

This map was created by:
Village of Harrison
W5238 Hwy 114
Menasha, WI 54952
920.989.1062

October 23, 2019

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