

Resolution #78-19

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENVILLE APPROVING A DEVELOPMENT AGREEMENT FOR TAX INCREMENT FINANCE DISTRICT #1 FINANCIAL INCENTIVE WITH RYAN COMPANIES US, INC LOCATED AT PARCELS # 110423000, 110423100 and 110423200

WHEREAS, the Developer has submitted a financial incentive request within the Greenville Tax Increment Finance District #1 for development of a distribution and office facility located at Parcels # 110423000, 110423100 and 110423200; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Greenville hereby approves the attached development agreement for Ryan Companies US, Inc as shown as Exhibit A.

This resolution was adopted by the Town of Greenville Town Board on the 23rd day of September, 2019:

TOWN BOARD OF THE
TOWN OF GREENVILLE, WISCONSIN

By:


Jack Anderson, Town Chair

ATTEST:


Wendy Helgeson, Clerk

Motion to Approve Resolution No. #78-19 made by:

Votes:

Title	Name	Aye	Nay	Other
Supervisor	Culbertson	✓		
Supervisor	Peters	✓		
Supervisor	Ryan	✓		
Supervisor	Strobel	✓		
Chairperson	Anderson	✓		

Posted:

September 24, 2019

**TOWN OF GREENVILLE TAX
INCREMENTAL DISTRICT
NO. 1 DEVELOPMENT
AGREEMENT (RYAN
COMPANIES US, INC.)**

Document No.

THIS AGREEMENT (the "Agreement") is made by and between the Town of Greenville, Outagamie County, Wisconsin (the "Town") and Ryan Companies US, Inc. ("Ryan Companies") as of this 23rd day of September 2019.

WHEREAS, the Town has created Tax Incremental District No. 1 (the "District"), in order to finance certain project costs and incentives within the District as permitted under Wis. Stat. § 66.1105;

WHEREAS, Ryan Companies has purchased a parcel of property in the District as described on Exhibit A (the "Property");

WHEREAS, Ryan Companies plans to develop a 111,269 square foot distribution center including a warehouse and office facility (the "Improvements") consistent with the Town's zoning of the Property;

WHEREAS, Ryan Companies has indicated it would not undertake the Improvements without the use of tax incremental financing to fund a portion of costs of such Improvements as provided below (the "Project").

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

A. Purpose of the Agreement

1. The described Property is located in the District and the Improvements are intended to be constructed no later than December 31, 2020. The Town Board of the Town of Greenville hereby finds and determines that the Improvements will enhance and benefit the Town, promoting the retention and growth of business and employment opportunities.

2. For these purposes Ryan Companies is hereby entering into this Agreement with the Town in order to develop said Property consistent with the overall Town development plans and in such manner that will produce revenues to the Town through increased equalized value of real and personal property, tax increments, and tax payments as required under this Agreement, subject to the provision of tax incremental financing ("TIF") as described below. The terms of this Agreement are

Return to:
Ashley C. Lehocky
119 N. McCarthy Road, Suite C
Appleton, WI 54913

Tax Parcel No.

beneficial to Ryan Companies.

3. By approving and entering into this Agreement, the Town Board of the Town of Greenville finds and determines that the Agreement and Improvements are in the best interests of the Town and benefit the community.

4. The further purpose of this Agreement is to facilitate the construction of the Improvements on the Property which shall increase the value of the Property and the Town. The purpose adequately meets and facilitates the intent and goals of the Town and its land use development plans for the District. Ryan Companies acknowledges that the Town is only able to reimburse certain costs on the Property through the Project for the District pursuant to applicable Wisconsin Statutes which enable the Town to receive and utilize specifically designated future real and personal property tax revenues from the Property as generated by the Improvements thereon which increase the overall equalized value of the Town. Further, by law, the Town must use such increased incremental tax revenues generated by such Improvements to repay District project costs including, but not limited to, the incentives to Ryan Companies described in this Agreement. But for Ryan Companies' promises, agreements and representations as described in this Agreement and otherwise, the Town would not enter into this Agreement. The Town relies upon such promises, agreements and representations of Ryan Companies for all of the Town's purposes in undertaking the Project.

B. The Agreement

1. In consideration of Ryan Companies' construction of the Improvements on the Property and performance by Ryan Companies of each obligation set forth in this Agreement, the Town will annually reimburse Ryan Companies for a portion cost of the Improvements. Said reimbursement shall occur in seven annual payments commencing in 2021, and each of said annual reimbursement payments shall be conditioned upon (1) Ryan Companies' payment of annual real and personal property taxes on the Property to the Town when due, (2) Ryan Companies' compliance with its obligations under Section B.2 of this Agreement, and (3) certification of the District by the Wisconsin Department of Revenue ("DOR"). After receipt of the annual payment of real estate taxes on the Property and certification by DOR of the tax increment revenue generated by the Property, the Town will, subject to the conditions described in this Agreement, issue a check annually, for the period of seven years, for an amount equal to 90% of the net general real estate taxes assessed by the Town as to such Property. Said annual payment to Ryan Companies will (1) not exceed 90% of the amount of net general real estate taxes paid by Ryan Companies on the Property in the year due and (2) not exceed the sum of \$1,282,150.00 paid over the seven-year reimbursement period. The annual reimbursement payments to Ryan Companies by the Town described in this paragraph shall continue until such time as the seven-year repayment period has elapsed, or until such time as the total amount reimbursed to Ryan Companies totals \$1,282,150.00, whichever comes first. If Ryan Companies has not been reimbursed \$1,282,150.00 after the seven-year period lapses, Ryan Companies shall forfeit any and all right to receive additional amounts under this Agreement, provided that the Town agrees not to allow the District to terminate prior to the seven-year repayment period.

2. Ryan Companies shall:

- a. Construct any and all building, structures and other improvements upon the Property fully and solely at the expense of Ryan Companies, at no cost or expense to the Town except for the reimbursement described in Section B.1 above and Section B.2.b. below. Construction of the same shall be in compliance and conformity with each and every governmental approval and permit required, granted and/or issued by the Town pertaining to the same, as well as all applicable Town, federal, state, county and other ordinance or pertinent provision of the Tax Incremental District No. 1 Development Plan. The establishment of the District and the entering into this Agreement shall not obligate the Town to grant variances, exceptions or conditional use grants.
- b. No later than December 31, 2019, Ryan Companies shall pay \$279,942.00 to the Town of Greenville for the design and construction of a stormwater retention pond. Ryan Companies acknowledges and agrees that nothing in this agreement waives any other requirement, obligation or fee of any Town ordinance or resolution.
- c. No later than December 31, 2020, fully complete construction of the Improvements as described herein.
- d. No later than December 31, 2020, provide financial documentation reasonably satisfactory to the Town evidencing payment of total costs of the Improvements estimated at approximately \$19,069,549. Documentation shall be signed by an authorized officer of Ryan Companies.
- e. Pay all annual real estate and personal property tax with respect to the Property and the Improvements on or prior to the due date. The assessed valuation for real estate and personal property tax purposes shall be determined by the Assessor for the Town of Greenville.
- f. Upon the completion of annual reimbursement payments to Ryan Companies by the Town, Ryan Companies shall guarantee an annual tax payment to the Town on the basis of an equivalent fair market value of the property at not less than \$19,000,000.00 through 2035.
- g. Ryan Companies shall be responsible for all costs and expenses including, but not limited to, engineering fees, attorneys' fees, inspection fees and the like, incurred by the Town in connection with and relating to the Project.

C. Default

In the event that either the Town or Ryan Companies defaults under any material term(s) or condition(s) of this Agreement, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the non-defaulting party and remedies to which it may be entitled, either at law or in equity.

D. Assignment of Agreement

This Agreement shall be binding on Ryan Companies US, Inc., its successors or assigns and shall constitute a covenant running with the land. This Agreement shall not be assignable by Ryan Companies without the prior written consent of the Town, which consent shall not be unreasonably withheld.

E. Government Immunity

Ryan Companies acknowledges and agrees that nothing in this agreement shall be deemed a waiver or limitation of any Town immunity, power or authority conferred by law including but not limited to special assessments and special charges.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

RYAN COMPANIES US, INC.

TOWN OF GREENVILLE

Ryan Marks, Managing Director



Jack Anderson, Town Chair

ATTEST:

ATTEST:

Personally came before me this ____
day of _____, 2019, the above

Personally came before me this ____
day of _____, 2019, the above

to me known to be the person(s) who
executed the foregoing instrument and
acknowledged the same.

to me known to be the person(s) who
executed the foregoing instrument and
acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:
Ashley C. Lehocky
119 N. McCarthy Road, Suite C
Appleton, WI 54913

EXHIBIT A – LEGAL DESCRIPTION

Land located in part of the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter, Section 24, T21N, R16E, Town of Greenville, Outagamie County, Wisconsin that include Lots 3, 4 & 5 of the Air North Business Park Plat and land Commencing at the North Quarter Corner of said Section 24;

Thence S00°39'59"W coincident with the East line of the Northwest Quarter of said Section 24 a distance of 1313.58 feet;

Thence N88°50'05"W a distance of 36.76 feet to the Northwesterly Vision Corner right-of-way line of Levi Drive and CTH CB also being the point of beginning.

Thence S09°19'13"W a distance of 165.53 feet to the Southwesterly Vision Corner right-of-way line of Levi Drive and CTH CB;

Thence N42°30'02"W coincident with said Southwesterly vision corner right-of-way line a distance of 45.91 feet to the Southerly right-of-way line for Levi Drive;

Thence N81°17'53"W coincident with said Southerly right-of-way line a distance of 42.40 feet;

Thence N00°05'22"E coincident with said Southerly right-of-way line a distance of 2.26 feet;

Thence N88°50'05"W coincident with said Southerly right-of-way line a distance 75.72 feet to the beginning of a curve;

Thence along the arc of a curved Southwesterly right-of-way line to the right 366.00 feet having a radius of 233.00 feet and whose long chord bears N43°50'05"W a distance of 329.51 feet;

Thence N01°09'55"E coincident with the Westerly right-of-way line of Levi Drive a distance 211.43 feet to the beginning of a curve;

Thence along the arc of a curved Westerly right-of-way line to the left 101.23 feet having a radius of 407.00 feet and whose long chord bears N05°57'31"W a distance of 100.96 feet;

Thence N72°15'06"E a distance of 66.19 feet to the curved Easterly right-of-way line for Levi Drive;

Thence along the arc of a curved Easterly right-of-way line to the right 123.01 feet having a radius of 473.00 feet and whose long chord bears S06°17'07"E a distance of 122.67 feet;

Thence S01°09'55"W coincident with said Easterly right-of-way line of Levi Drive a distance of 211.43 feet to the beginning of a curve;

Thence along the arc of a curved Northeasterly right-of-way line of Levi Drive to the left 262.32 feet having a radius of 167.00 feet and whose long chord bears S43°50'05"E a distance 236.17 feet;

Thence S88°50'05"E coincident with said Southerly right-of-way line a distance 113.44 feet to the Northwesterly Vision Corner right-of-way line of Levi Drive and CTH CB

Thence N47°30'07"E coincident with said Northeasterly vision corner right-of-way line a distance of 82.30 feet to the point of beginning.