

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

**CITY OF MENASHA  
REDEVELOPMENT AUTHORITY  
Menasha City Center  
February 1, 2022  
Room 133**

**5:15 PM**

Or immediately following the Plan Commission meeting

**AGENDA**

**PER CITY OF MENASHA COVID-19 GUIDELINES, ALL ATTENDEES  
ARE REQUIRED TO WEAR A FACE COVERING**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. PUBLIC HEARING

D. MINUTES TO APPROVE

1. Minutes of the December 7, 2021 Redevelopment Authority Meeting

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

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

F. DISCUSSION / ACTION ITEMS

1. Residential Lot Sale Update – Lake Park Villas (Gail Popp)
2. Option to Purchase and First Right of Refusal Agreement Amendment – Cypress Homes (Lots 1-4 of CSM 2953 and Lots 1-3 of CSM 3511 – Lake Park Villas)
3. NAI Pfefferle Listing Agreement Amendment – Province Terrace Lots
4. Consideration of Land Acquisition – Portions of the former Gilbert Paper Mill Site (Parcel 3-00527-04)
  - a. The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e):  
Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition Portions of Parcel 3-00527-04).
  - b. The RDA may adjourn into Open Session to take action on items discussed in closed session.
5. Set Next Meeting

G. ADJOURNMENT

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

**CITY OF MENASHA  
Redevelopment Authority  
Menasha City Center  
100 Main Street, Room 133  
December 7, 2021  
DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order by Chairperson Vanderhyden at 5:15 PM.

**B. ROLL CALL/EXCUSED ABSENCES**

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

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Shane Correll

OTHERS PRESENT: CDD Schroeder

**C. PUBLIC HEARING**

None.

**D. MINUTES TO APPROVE**

**1. Minutes of the October 5, 2021 Redevelopment Authority Meeting**

Chairperson Vanderhyden made a motion to approve the minutes of October 5, 2021 RDA meeting. The motion was seconded by Vanderlinden. The motion carried.

**E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA  
(five (5) minute time limit for each person)**

No public comments.

**F. DISCUSSION / ACTION ITEMS**

**1. Residential Lot Sale Update – Lake Park Villas**

Gail Popp and CDD Schroeder provided a brief summary of current lots available within the Lake Park Villas areas. Popp has been working with an interested party and hopes it would materialize to an offer. CDD Schroeder explained the current request by Cypress Homes to dissolve a portion of the HOA outlot to expand the lot width of the seven lots that they have options on.

**2. Consideration of Land Acquisition – Portions of the former Gilbert Paper Mill Site (Parcel 3-00527-04)**

CDD Schroeder provided an overview of past discussions and the memo as it related to the consideration of acquiring portions of the former Gilbert Paper Mill site. At the previous meeting, the RDA requested gaining additional information on the environmental aspect of the property and obtained a consultant to provide a phase 1 analysis of the property.

General discussion ensued including the following:

- Discussion of the phase 1 and environmental concerns
- Environmental Cap
- Liability
- Timing of the on-going and future projects including the Lawson Canal, Racine Street Bridge, Oak Street Extension and the Banta Project
- Future access to this piece of land
- Remnant lands
- Development opportunity

The RDA collectively expressed desire of owning this portions of land to allow for a future conforming development site and allow the ability for the City to maintain and ensure a high quality project all within the best interest of the general welfare of the community. The RDA went into closed session to discuss, deliberate the specific terms of an offer and the investment of public funds.

*The RDA took action on the 2022 meeting schedule and setting the next meeting prior to going into closed session.*

- a. **The RDA may adjourn into Closed Session pursuant to Wis. Statue 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition – Portions of Parcel 3-00527-04).**

Chairperson Vanderhyden motioned to adjourn into Closed Session pursuant to Wis. Statue 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition – Portions of Parcel 3-00527-04). The motion was seconded by Vanderlinden.

The motion carried on roll call 5-0. Closed session was entered at 608pm.

- b. **The RDA may adjourn into Open Session to take action on items discussed in closed session.**

Meeting was adjourned in closed session.

### **3. 2022 Meeting Calendar**

The 2022 meeting calendar was discussed. Alderperson Nichols motioned to approve option 2 to coincide with the City Plan Commission. The motion was seconded by Stevens. The motion carried.

### **4. Set Next Meeting**

The next meeting was set for January 11, 2021.

## **G. ADJOURNMENT**

Alderperson Nichols made a motion to adjourn the meeting in closed session at 7:03 PM. The motion was seconded by Vanderlinden. The motion carried.

*Minutes respectfully submitted by CDD Schroeder*



## MEMORANDUM

To: Redevelopment Authority  
From: Community Development Department/SS  
Date: June 8, 2021  
Re: **Option to Purchase and First Right of Refusal Agreement Amendment – Cypress Homes (Lots 1-4 of CSM 2953 and Lots 1-3 of CSM 3511)**

In the fall of 2020, the RDA approved an option to purchase and first right of refusal agreement with Cypress Homes for the following seven Lake Park Villas properties: Lot 1 of CSM 2953 – 2985 Georgetown Pl; Lot 2 of CSM 2953 – 2981 Georgetown Pl; Lot 3 of CSM 2953 – 2977 Georgetown Pl; Lot 4 of CSM 2953 – 2973 Georgetown Pl; Lot 1 of CSM 3511 – 2961 Georgetown Pl; Lot 2 of CSM 3511 – 2957 Georgetown Pl; Lot 3 of CSM 3511 – 834 Fountain Way. The terms of the agreement included an execution deadline, a purchase price, construction timeline and minimum value of the homes collectively.

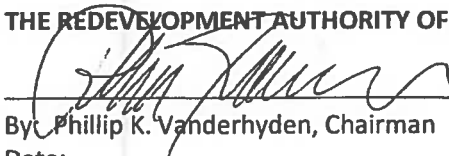


**FIRST AMENDMENT TO THE OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT BY  
AND BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA, WISCONSIN, AND  
CYPRESS HOMES, INC, DATED OCTOBER 16, 2020**

THIS FIRST AMENDMENT TO THE OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT (Herein "Agreement"), executed in Menasha, Wisconsin on this 29 day of June, 2021, is made effective between The Redevelopment Authority of the City of Menasha and Cypress Homes, Inc. The Agreement by and between the parties dated as of October 16, 2021, is further amended as follows:

1. As to ARTICLE II, SECTION 2.01., both parties hereby agree to extend the expiration date from "June 30, 2021" to "December 30, 2021".
2. As to ARTICLE II, SECTION 2.02., both parties hereby agree to extend the expiration date from "June 30, 2021" to "December 30, 2021".
3. All other terms and conditions set forth in the Agreement approved October 16, 2021 not in conflict with this Amendment shall remain the same.

**THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA**

  
By: Phillip K. Vanderhyden, Chairman  
Date:

**CYPRESS HOMES, INC.**

  
By: Mike Blank, President  
Date: 7-1-21

## **OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT**

This Option to Purchase and First Right of Refusal Agreement (Agreement) is entered into as of October \_\_, 2020, between The Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (RDA), and Cypress Homes, Inc., a Wisconsin Corporation, 1230 West College Avenue, Suite D, Appleton, WI 54914 (Cypress), for the vacant real estate within the LAKE PARK VILLAS subdivision plat (LPV) located in the City of Menasha, County of Calumet, State of Wisconsin.

### **RECITALS**

**Whereas**, the RDA owns certain undeveloped, vacant residential real property within the Lake Park Villas subdivision (LPV); and,

**Whereas**, the RDA desires to grant and Cypress desires to acquire a right of first purchase and option to purchase real property within LPV including Lots 1, 2, 3, and 4 of CSM 2953 and Lots 1, 2, and 3 of CSM 3511 (collectively "the Lots") of LPV from the RDA [EXHIBIT A]; and,

**Whereas**, the RDA has accepted the reduced purchase in order to promote, market, and sell the development of the LPV, contributed from the City of Menasha to the RDA, finding it necessary to stimulate the sales of the Lots and construction of homes in the LPV.

### **ARTICLE I PURPOSE**

**SECTION 1.01. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to facilitate the right and option of sale, development and marketing of certain properties within the LPV by Cypress. The recitals are incorporated herein by reference.

### **ARTICLE II CYPRESS OPTION AND RIGHT**

**SECTION 2.01. OPTION TO PURCHASE.** Cypress shall have the option to purchase the 7 lots which include Lots 1, 2, 3, and 4 of CSM 2953 and Lots 1, 2, and 3 of CSM 3511 from the RDA for the purchase price of One hundred seventy-one thousand, five hundred dollars and no/cents (\$171,500.00), except as provided in Section 2.02. The Lots shall be purchased as a package and will not be sold individually to Cypress. If Cypress executes its Option to Purchase, the parties shall proceed to Closing as set forth in ARTICLE II, Section 3.01.02 below. This Option to Purchase hereunder shall expire at 4:00 p.m. on June 30, 2021 or earlier under Section 2.02.01.

**SECTION 2.02. FIRST RIGHT OF REFUSAL.** In the event that the RDA receives and accepts a bona fide offer (more than \$24,500.00) from a third party to purchase any of the individual lot(s), before the RDA may sell any such lot to the offering third party, the RDA shall first offer the Lots to Cypress in writing. Upon receipt, Cypress shall have 48 hours to respond in writing electing to execute its Option to Purchase as set forth in Section, 2.01 with the condition that Cypress will pay the same purchase price of the bona fide accepted offer on the individual lot(s).

The First Right of Refusal hereunder shall expire at 4:00 p.m. on June 30, 2021, unless terminated earlier under Section 2.02.01.

**SECTION 2.02.01 REJECTION.** If Cypress does not elect to execute its option within 48 hours,

the RDA shall be free to accept the third-party offer. Failure of Cypress to respond will be considered a denial of the right of first purchase. Furthermore, upon denial of the right of first purchase, the Option to Purchase on the remaining Lots shall be null and void.

### **ARTICLE III OBLIGATIONS AND CLOSING**

#### **SECTION 3.01. OBLIGATIONS AND CLOSINGS.**

**SECTION 3.01.01. Construction.** Cypress agrees to construct one home on each of the seven Lots. Construction of all lots shall be completed within five years from the date of closing. Construction is considered completed upon the issuance of a certificate of occupancy permit. Each home shall be constructed in accordance with the LPV Home Construction Standards. Cypress estimates the minimum home value per lot to be \$320,900.00 adding \$2,309,300.00 in total value.

If construction is not completed as described above, the RDA shall have the option to buy back any of the lots for original sale price (\$24,500 per lot). Any Lot transfer shall be by Warranty Deed conveying title free of all liens and encumbrances (except easements, covenants and restrictions of record, including but not limited to the Lake Park Villas Home Owners Association covenants and restrictions). Closing costs including title insurance to be paid by Cypress.

**SECTION 3.01.02. Closing.** In the event that Cypress exercises its First Right of Refusal and/or its Option to Purchase as described above, the parties shall close on the Lots within forty-five (45) days after Cypress exercises its Option to Purchase or First Right of Refusal.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**SECTION 4.01. CONDITION OF THE PROPERTIES.** Cypress is aware that the RDA is a governmental entity and as such is not required to complete a Real Estate Condition Report and makes no warranties concerning its condition or permitted use. Cypress represents and warrants to the RDA that it has inspected the Lots and agrees to accept the Lots in its present "AS IS" condition.

**SECTION 4.02. SURVIVAL.** The terms of this Agreement shall survive closing on the Lots. Any provision of this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have been terminated, but shall survive unless expressly waived in writing by all parties, and shall be in full effect until performed.

**SECTION 4.03. CONVEYANCE.** The RDA agrees to sell the Lots to Cypress subject to the easements, use restrictions and covenants of record, ordinances affecting the Lots, and State and Federal Laws. All transfers to Cypress hereunder shall be by Warranty Deed from the RDA conveying title free of all liens and encumbrances (except easements, covenants and restrictions of record, including but not limited to the Lake Park Villas Home Owners Association covenants and restrictions).

**SECTION 4.04. TAXES AND PRORATED ITEMS.** The RDA shall be responsible for paying 2020 net general real estate taxes.

**SECTION 4.05. PAYMENT OF FEES, CLOSING COSTS, ETC.** The RDA will secure a title insurance policy for the purchase on an ALTA form issued by an insurer licensed in the State of Wisconsin. Cypress shall pay all costs associated with the closing including the title policy, GAP coverage, if desired and recording of the Deed(s).

**SECTION 4.06. ASSIGNMENT.** The rights, duties and obligations of Cypress hereunder may not be assigned by Cypress without the prior written consent of the RDA to the assignment.

**SECTION 4.07. DEFAULT.** In the event of material default by a party under this Agreement, the other party may, at its option, elect to enforce the terms of this Agreement, and/or pursue any other legal or equitable remedy. The non-breaching party shall be entitled to collect attorney fees from the breaching party.

**SECTION 4.08. TERMINATION.** This Agreement shall terminate upon the completion of construction of the last Lot.

**SECTION 4.09. NOTICES.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed received when hand delivered, emailed, or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To Cypress: Cypress Homes, Inc.  
Attn: Mike Blank  
1230 West College Avenue, Suite D  
Appleton, WI 54914  
Email: [mike@callcypresshomes.com](mailto:mike@callcypresshomes.com)

With a copy to:

To the RDA: Redevelopment Authority of the City of Menasha  
Attn: Community Development Director  
100 Main Street, Ste 200  
Menasha, WI 54952  
Email: [sschroeder@ci.menasha.wi.us](mailto:sschroeder@ci.menasha.wi.us)

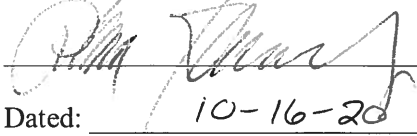
With a copy to: City of Menasha  
Attn: City Attorney  
100 Main Street, Ste 200  
Menasha, WI 54952  
Email: [pcaptain@ci.menasha.wi.us](mailto:pcaptain@ci.menasha.wi.us)

Any party may, by written notice to the party (ies), designate a change of address for the purposes aforesaid.

ACCORDINGLY, the RDA and Cypress have executed this Option to Purchase and First Right of Refusal as of the date written below.



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



Philip K. Vanderhyden, Chairman

Dated: 10-16-20

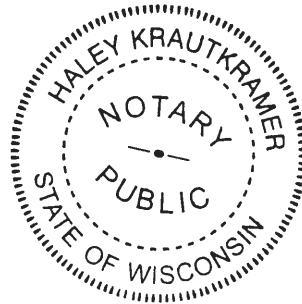
State of Wisconsin  
County of Winnebago

Personally came before me on this 16 day of October, 2020, the above-named Philip K. Vanderhyden to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public

My commission expires: 6/30/2024



**Cypress Homes, Inc.**



Mike Blank, President

Dated: 10-13-20

State of Wisconsin  
County of Winnebago

Personally came before me on this 13 day of October, 2020, the above-named Mike Blank to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public

My commission expires: 1-29-2021



EXHIBIT A





# Lot Pricing And Availability

## Lake Park Villas Homeowners' Association

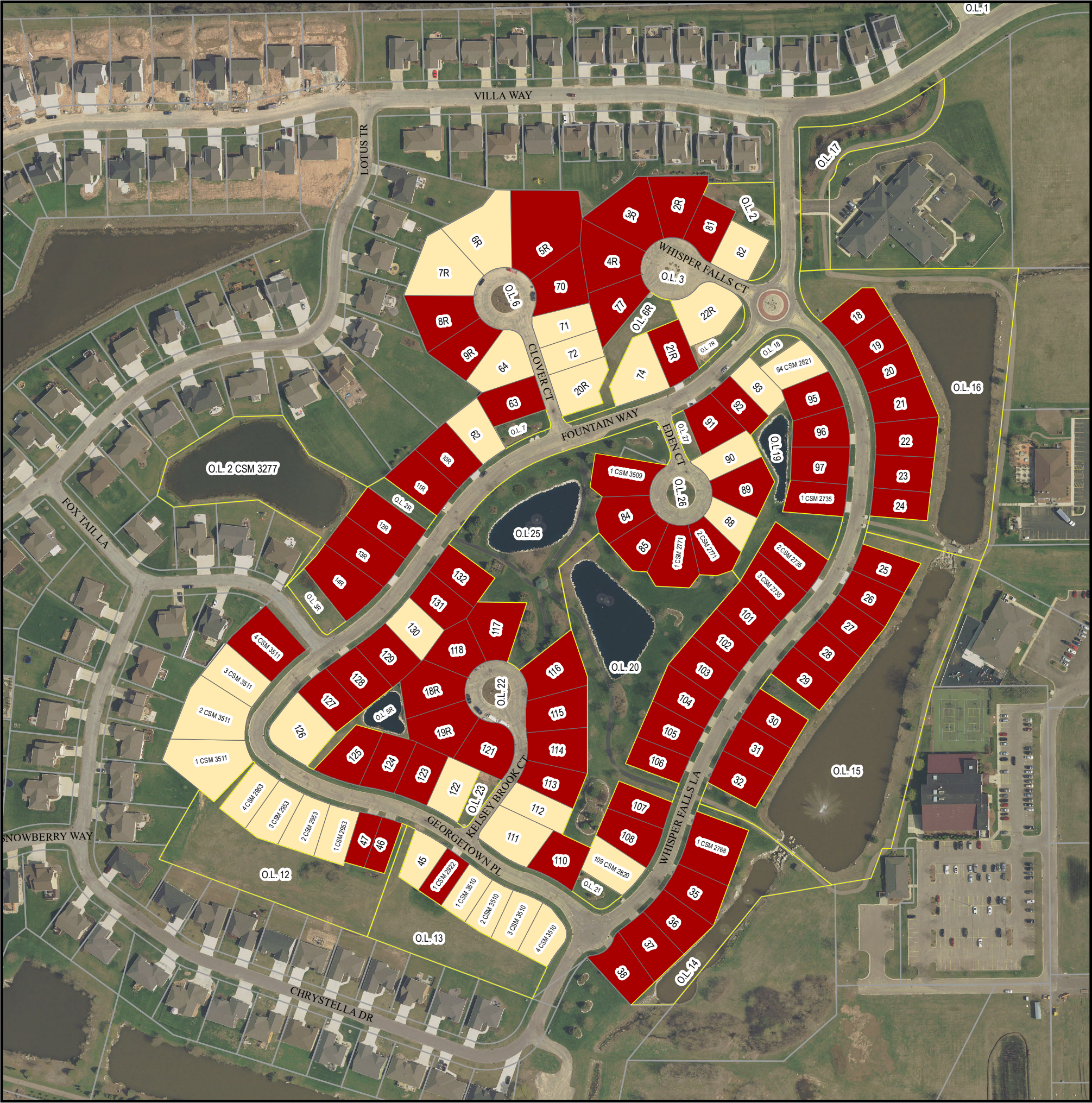
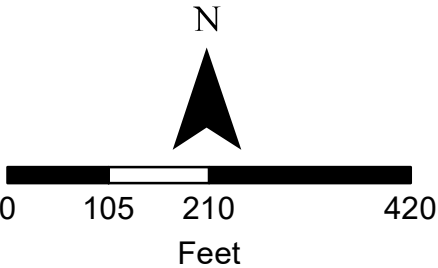
### Legend

- Under Contract
- Available Lots
- Sold Lots
- Auxiliary Lots

**CSM** Certified Survey Map

**O.L.** Outlot

**R** Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas



LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE
4 CSM 3510	\$35,900	1 CSM 3511	\$44,900	20R	\$35,900	111	\$39,900
3 CSM 3510	\$39,900	2 CSM 3511	\$44,900	74	\$39,900	112	\$39,900
2 CSM 3510	\$39,900	3 CSM 3511	\$39,900	22R	\$39,900	122	\$39,900
1 CSM 3510	\$39,900	62	\$35,900	82	\$39,900	126	\$35,900
45	\$39,900	64	\$35,900	88	\$39,900	130	\$35,900
1 CSM 2953	\$39,900	7R	\$39,900	90	\$44,900		
2 CSM 2953	\$39,900	6R	\$39,900	93	\$44,900		
3 CSM 2953	\$39,900	71	\$35,900	94 CSM 2821	\$39,900		
4 CSM 2953	\$39,900	72	\$35,900	109 CSM 2820	\$39,900		





**MEMORANDUM**

Date: February 1, 2022  
To: Redevelopment Authority  
From: Community Development Department/SS  
**RE: Listing Agreement Amendment – Province Terrace Lots**

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In June of 2021, the RDA approved a listing agreement amendment with NAI Pfefferle to continue to list and market the commercial lots in the Province Terrace area. This listing agreement technically expired December 8, 2021. Attached to this memo is an amendment to the listing contract to extend the listing to June 30, 2022.

Although none of the lots sold over the past year, we did have some interest that was considered and ultimately did not move forward. The RDA also acquired the Markway Metals property which will allow for a larger development site to be considered. In addition to this, there has also been some additional development in the vicinity with the on-going construction of the Samaritan Counseling Center and the approval of the new CoVantage Credit Union which should be constructed in 2022. We are hopeful that these developments could push for additional interest in the area.

**Staff recommends the RDA approve the listing agreement amendment as presented between the RDA and NAI Pfefferle through December 8, 2021.**

OK  
si

11 Other: \_\_\_\_\_

15 2027 Manitowoc Road

21 Providence Terrace (Lots 1, 4, 10, 11 & 12)

23 City of Menasha will not provide gap coverage

27 Seller Entity Name:

28 The Redevelopment Authority of the City of Menasha

32 Phil Vanderhyden, Jr./Chair-RDA

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 NAI Pfefferle - Elizabeth Ringgold (x) \_\_\_\_\_

36 Firm Name ▲ Seller's/Owner's Signature ▲ Date ▲

37 *A. M. 11. 1. 1.* Print name ▶ See above

38 (x) \_\_\_\_\_

39 By Agent for Firm ▲ Date ▲ Seller's/Owner's Signature ▲ Date ▲

40 Print name ▶ Joseph Schuessler - Corp Secy      Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**  
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**  
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) \_\_\_\_\_

46 Supervising Broker's Signature ▲ Print name ▶ Date ▲

NAI Pfefferte, 200 E Washington St Ste 2A Appleton WI 54911-5468  
Phone: 920-968-4700 Fax: 920-968-4300 Elizabeth Ringgold Province, Wittman,

**Addendum to Vacant Land for RDA**

<b>Listing</b>	<b>Parcel ID</b>	<b>Address</b>	<b>Owner</b>	<b>Zone</b>	<b>Area (SF)</b>	<b>Area (Acres)</b>
\$ 81,544.00	7-00001-10	1173 Province Terrace (Lot 10)	The Redevelopment Authority	C3	88,801.00	2.04
\$ 63,320.00	7-00001-12	1148 Province Terrace (Lot 12)	The Redevelopment Authority	C1	31,712.00	0.73
\$ 126,847.00	7-00001-11	1133 Province Terrace (Lot 11)	The Redevelopment Authority	C1	63,423.00	1.46
\$ 27,878.00	7-00015-04	1100 Province Terrace (Lot 4)	The Redevelopment Authority	C1	13,852.00	0.32
\$ 426,000.00	7-00015-01; 7-00015-02; 7-00011-06; 7-00011-08	Province Terrace/Manitowoc	The Redevelopment Authority	C1	142,005.60	3.26



## Manitowoc Road & Province Terrace

Menasha, WI.

The Province Terrace Commercial Development is a commercial campus integrated into a vibrant neighborhood. Located in a rapidly expanding business corridor, these sites offer the perfect place to start or grow your business. These sites are designed to support an array of professional office, business and personal services and retail uses.

Five fully-improved parcels ranging in size from one quarter to two and three quarter acres are available. Larger parcels may be created by combining existing lots.

**PRICE** **\$27,878-\$426,000 PER LOT**

**ACRES** 0.32-3.26

**ZONED** GENERAL COMMERCIAL

**MUNICIPALITY** CITY OF MENASHA

For more information:

**Elizabeth Ringgold**

920.560.5061 • elizabethr@naipfefferle.com

For Sale

## Manitowoc Road & Province Terrace Menasha, WI

### OPTIMAL UTILITIES

Menasha Utilities, a locally owned and operated utility, provides electric service. Menasha Utilities has developed services that help business increase energy efficiency, reduce direct electric expense and control capital costs in order to remain competitive. MU rates are among lowest in Northeast Wisconsin.

Natural gas service is provided by WE Energies. The Waverly Sanitary District supplies water and sanitary sewer. AT&T is the phone service provider.

LOT NUMBER	ZONING	SQUARE FEET	ACRES	ASKING PRICE
1	C-1 GENERAL COMMERCIAL ZONING	128,328	3.26	\$426,000
4	C-1 GENERAL COMMERCIAL ZONING	13,852	0.32	\$27,878
10	C-1 GENERAL COMMERCIAL ZONING	88,801	2.04	\$81,544
11	C-1 GENERAL COMMERCIAL ZONING	63,423	1.46	\$126,847
12	C-1 GENERAL COMMERCIAL ZONING	31,712	0.73	\$63,320

### Neighbors to this development include:

- Stone Toad Bar and Grill
- Provisions Wealth Management
- Davel Engineering
- Winnegamie Dog Club
- Circle of Friends Learning Center
- Neenah-Menasha Fire & Rescue
- Tree Specialists
- Storage Center



## NON-RESIDENTIAL CUSTOMERS

# STATE OF WISCONSIN BROKER DISCLOSURE



Wisconsin law requires all real estate licensees to give the following information about brokerage services to prospective customers.

**Prior to negotiating on your behalf the Brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement.**

### Disclosure to Customers

You are a customer of NAI Pfefferle (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

- The duty to provide brokerage services to you fairly and honestly.
- The duty to exercise reasonable skill and care in providing brokerage services to you.
- The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- The duty to disclose to you in writing certain Material Adverse Facts about a Property, unless disclosure of the information is prohibited by law.
- The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties.
- The duty to safeguard trust funds and other property held by the Firm or its Agents.
- The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

### Confidentiality Notice to Customers

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm or its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

*No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.*

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin Statutes (see definition below).
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below or provide that information to the Firm or its Agents by other means. At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

### CONFIDENTIAL INFORMATION

### NON-CONFIDENTIAL INFORMATION

(the following information may be disclosed to the Firm and its Agents)

(Insert information you authorize to be disclosed, such as financial qualification information.)

### Definition of Material Adverse Facts

A "Material Adverse Fact" is defined in Wis. Stat. 452.01(5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

### Notice About Sex Offender Registry

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at 608-240-5830.



920.968.4700 | [www.naipfefferle.com](http://www.naipfefferle.com)

Information shown herein was provided by Seller/Lessor and/or third parties and has not been verified by the broker unless otherwise indicated.



## MEMORANDUM

Date: February 1, 2022

To: Redevelopment Authority

From: Community Development Department/SS

RE: **Consideration of Land Acquisition – Portions of the Former Gilbert Paper Mill Site (Parcel 3-00527-04)**

Over this past fall, the RDA has been in discussion regarding interest in acquiring a portion of the former Gilbert Paper Mill Property (this area in blue below and approximately 1.1 acres) currently owned by the PJC Group, LLC. The overall property (outlined in purple) is a known brownfield site having remnant soil contamination on site. Overall, the property is 5.534 acres and is assessed at \$674,000 (\$121,793 per acre). The City does have a right to purchase 0.821 acres of the property for the future Lawson Canal Project (area in red). The last known listing price for the overall property was \$1.4M (\$252,982 per acre).

With the implementation of the right to purchase by the City and execution of the Lawson Canal project, the area of interest will be island off from the existing Gilbert Site and would be more suited developing with the Banta site for conformity purposes. The overall area is seeing improvements including the

Racine Street Bridge Project, the demolition of the former Banta building, the redevelopment of the remaining Banta building, the relocation of utilities, the future extension and construction of Oak Street, the expansion of TID 11, and the continuation of the naturalization of the Lawson Canal.

Following the December 7, 2021 meeting, staff has been in contact with the owner of the property to negotiate the acquisition of the property. At the time, the ownership group had also



been in conversations with a developer interested in the property and wished to not come into any sorts of contracts with the RDA until such a time more details were brought forward. Since conversations to this regard have since gone quiet, the ownership group would now like to move forward. Through back and forth conversations, the negotiations landed as follows:

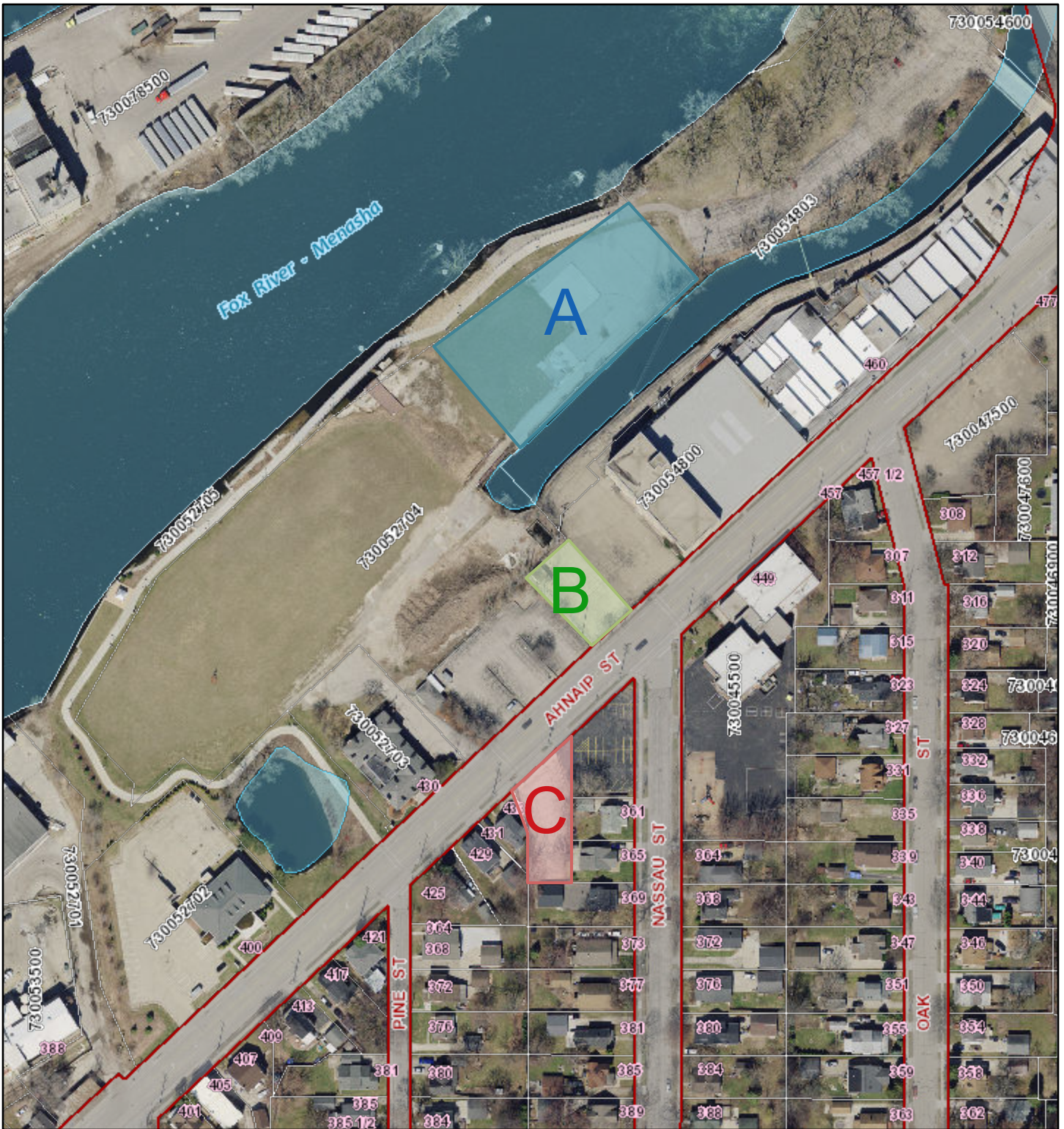
- RDA would acquire the blue area being roughly 1.1 acres, noted as Area A in the map attached, for the purchase price of \$175,000.00
- As part of the acquisition, the RDA would transfer the green area, 0.19 acres noted as Area B in the map attached to PJC. PJC in return would transfer the red area (parcel 3-00491-00), 0.22 acres noted as Area C in the map attached to the RDA.
- The closing would be contingent upon:
  - o The acquisition approval by the Common Council
  - o A CSM being drafted and approved. Said CSM would be paid for by the RDA and separate Area A from the Gilbert property and combine Area B to the Gilbert property
  - o A determination and designation of blight be found true for Area C

**RDA Options:**

1. Accept the terms described above and direct the Executive Director, the Chair of the RDA, and the City Attorney, to draft and execute a Land Purchase Agreement with the PJC Group (*Upon approval, a copy can be placed on a subsequent agenda*).
2. Accept the terms described above and direct the Executive Director and the City Attorney, to draft and bring back a Land Purchase Agreement with the PJC Group for consideration.
3. Counter the proposal.
4. Deny the proposal.
5. Other

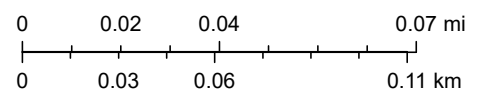


# Site Map



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- Legend:

  - Adjacent Counties
  - Lakes, Ponds and Rivers
  - Navigable Waterways
    - Navigable - Permanent (unchecked)
    - Navigable - Intermittent (unchecked)
    - Navigable - Stream (unchecked)
  - Navigable - Permanent (checked)
  - Navigable - Intermittent (checked)
  - Navigable - Stream (checked)
  - Tax Parcel Boundary
  - Road ROW
  - Municipal Boundary

Winnebago County GIS, Imagery Date: April 2020

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