

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  
May 3, 2022  
Room 133**

**5:15 PM  
Or immediately following the Plan Commission meeting**

**AGENDA**

**A. CALL TO ORDER**

**B. ROLL CALL/EXCUSED ABSENCES**

**C. PUBLIC HEARING**

**D. MINUTES TO APPROVE**

1. Minutes of the April 5, 2022 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. Election of Officers
  - a. Chairperson
  - b. Vice-Chairperson
2. Land Purchase and Development Agreement by and between the RDA and Sugar Maple Residences (Lake Park Villas Lots 62, 74, 111, 122, 126, 130, 7R, 20R, 109 CSM2820, and 2 CSM3827)
3. Certified Survey Map Lot Reconfiguration – Banta Publishing and Gilbert Paper Mill (Parcels #3-00527-04; 3-00548-02; 3-0054803)
4. Lake Park Villas Residential Listing Agreement Amendment (Coldwell Banker)
5. Update Offer to Purchase – Province Terrace Lot 12 – 1148 Province Terrace (Parcel 7-00001-12)
6. Consideration of Blighted Properties – Parcel 3-00491-00 (Gilbert Paper Mill Parking Lot – South of Ahnaip St)
7. Set Next Meeting

**G. CLOSED SESSION**

1. 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 Purchase and Development Agreement by and between the RDA and Sugar Maple Residences (Lake Park Villas Lots 62, 74, 111, 122, 126, 130, 7R, 20R, 109 CSM2820, and 2 CSM3827)
2. The RDA may adjourn into Open Session to take action on items discussed in closed session.

**H. 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  
April 5, 2022  
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, Kip Golden, Kyle Coenen, Gail Popp and Matt Vanderlinden.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Bob Stevens

OTHERS PRESENT: CDD Schroeder, AP Yang, Jordan Ortiz (Beiser Realty, LLC), Brannin Gries (Gries Architectural Group), Tom Van Zeeland (2301 S. Matthias Street, Appleton)

**C. PUBLIC HEARING**

None.

**D. MINUTES TO APPROVE**

**1. Minutes of the March 1, 2022 Redevelopment Authority Meeting**

Ald. Nichols made a motion to approve the minutes of March 1, 2022 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**

*Item #2 was discussed first.*

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

Gail Popp provided a brief summary of current lots available within the Lake Park Villas areas. The RDA did receive and accept an offer for Lot 90 which will be closing middle to the end of April. There are preliminary conversations with another realtor who is working with a builder that desires to purchase 10 lots, however they do not want to pay the HOA fees.

CDD Schroeder said that if those lots close today, per the covenants the RDA would pay dues for one year, after that, the owner would be billed a fee per lot per month.

**2. Offer to Purchase – Province Terrace Lot 12 – 1148 Province Terrace (Parcel 7-00001-12)**

CDD Schroeder explained that this site plan and rendering is just preliminary and everything would still need to go through Site Plan Review, Special Use Permit, and State approval. Updated rendering of the site and building were provided at the meeting. If the RDA wished to sell this property, they can execute an offer.

There were questions about what the plans are for the remainder of the site since there is so much open space. They also had questions about the businesses, if there were customers coming in and out, repairs happening in garage, or where materials will be contained indoor versus outdoor.

Tom Van Zeeland responded that he is not married to anything in the drawing other than the location of the site. He just wants to show that this is what he wants built on the site and figure out whether this function fits with the zoning district. He said he does expect customers at this site and that it would be a temporary holding area and most things will be held inside. He's building a big building to temporarily store and clean recreational vehicles prior to bringing them back to the main business location. Once and a while, he would anticipate outdoor storage in the parking lot on a temporary basis.

There was a discussion on timing of this offer and whether or not the seller and designer could get everything in before the 42 day contingency. CDD Schroeder provided the dates for the next Plan Commission meeting being May 3<sup>rd</sup> and everything due April 16<sup>th</sup>.

Brannin Gries said that their Civil is almost complete since they will not be required to do stormwater. They could have something ready by April 18<sup>th</sup>, but had concerns with the getting a topographic survey completed by this time.

CDD Schroeder put forward an alternative idea of splitting the lots into 2 or 3 and potentially just sell Mr. Van Zeeland only a portion of the lot. Mr. Van Zeeland said he was open to the idea of building a larger building or building multiple buildings and being a landlord to them.

There was discussion on how to proceed since there was already an offer on the table. RDA members questioned how the 42 day extension would work and where it would put them if they moved their acceptance of offer later.

Motion by Ald. Nichols, seconded by Golden, to extend the offer of purchase date to May 3<sup>rd</sup> with the 42 days extension.

Discussion continued about whether or not the 42 days needed to be part of the motion since it's a given in the offer contract.

To consider a closed session discussion later in the meeting, Ald. Nichols motioned, seconded by Kyle Coenen, to table the motion to extend the offer of purchase date. The motion carried.

*The Committee went back to item #1.*

Following the remaining items on the agenda, the Committee discussed how they were not in favor of a small building on such a large lot. If the Committee does not accept the offer, the offer would "die" the next day at 11:59pm. Staff could then work with the buyer to discuss the interest and feasibility of dividing the lot or possibly developing a larger building.

No action was taken.

### **3. Third Amendment – Option to Purchase and First Right of Refusal Agreement – Cypress Homes (Lots 1-4 of CSM 2953 and Lots 1-3 of CSM 3511 – Lake Park Villas)**

CDD Schroeder said that they have to close on all lots in 45 days but are requesting to close in groups with different dates. They want to close on three lots first and then 4 lots later.

There was a discussion how to ensure that the additional four lots would be closed on. RDA could give a discount on all seven lots if they close on all seven or they could have close on the three lots first with an earnest amount of money to close the other 4 lots later.

There was discussion on amendments to the agreement as well.

Motion by Chairperson Vanderhyden, seconded by Kyle Coenen, to approve the 3<sup>rd</sup> amendment with condition that the buyer pays non-refundable earnest monies in the amount of \$5,000 for each of the remaining four lots. The motion carried.

**4. Option to Purchase and First Right of Refusal Agreement – Cypress Homes (Lots 1-4 of CSM 3510 and Lot 45 of Lake Park Villas)**

CDD Schroeder said that this agreement is identical to the other option. The original had eight lots and built or are building six houses on them with two vacant lots.

Motion by Chairperson Vanderhyden, seconded by Ald. Nichols, to accept the option to purchase and first right of refusal agreement for Cypress Homes (lots 1-4 of CSM 3510 and lot 45 of Lake Park Villas).

RDA members called out a few changes to the agreement.

Motion by Gail Popp to amended the option to purchase and first right of refusal agreement for Cypress Homes (lots 1-4 of CSM 3510 and lot 45 of Lake Park Villas), specifically 3.01.01 second paragraph to delete "(24,500 per lot)", delete in total section 4.04 and change the signatory of Cypress Homes to Shannon Meyer, President. The amendment carried.

The motion as amended carried.

*The Committee returned back to item #2.*

**5. Set Next Meeting**

The next meeting was set for May 3, 2022

**G. ADJOURNMENT**

Alderpersion Nichols made a motion to adjourn the meeting in closed session at 7:02 PM. The motion was seconded by Kyle Coenen. The motion carried.

*Minutes respectfully submitted by CDD Schroeder*



**MEMORANDUM**

To: Redevelopment Authority

From: Community Development Department/SS

Date: May 3, 2022

**Re: Land Purchase and Development Agreement by and between the RDA and Sugar Maple Residences (Lake Park Villas Lots 62, 74, 111, 122, 126, 130, 7R, 20R, 109 CSM2820, and 2 CSM3827)**

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Attached is a drafted Land Purchase and Development Agreement by and between the RDA and Sugar Maple Residences (SMR) for the purchase and development of 10 lots within the Lake Park Villas. SMR desires to construct single family owner occupied spec houses on each of the 10 lots at a rate of 2 homes per year. SMR is not a local developer or local contractor, but does have connections to the area and would work with a local contractor to construct these homes.

The terms of the draft agreement are as follows:

- SMR shall acquire title to 10 Lake Park Villas Lots being Lots 62, 74, 111, 122, 126, 130, 7R, 20R, 109 of CSM2820, and 2 of CSM3827
- The Purchase Price for each lot would be \$24,000 for a total price of \$240,000.00.
- Closing would take place within 30 days following the execution of the agreement.
- The construction of a single family owner occupied dwelling shall take place on each of the 10 lots within 5 years from the date of sale. Each home shall meet the LPV HOA home standards.
- RDA shall have the option to buy back the lots at the purchase price less the closing costs should SMR not meet its obligations.
- SMR shall pay all the initial closing costs.
- No assignment without written consent.

**In order to promote, market, and sell the development of Lake Park Villas, staff recommends the RDA approve the land purchase and development agreement selling 10 lots at a reduced price finding it necessary to stimulate the sale of these lots and construction of the homes in the development.**

## LAND PURCHASE AND DEVELOPMENT AGREEMENT

This land purchase and development agreement (Agreement) is entered into as of May \_\_, 2022, between the Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (RDA), and Sugar Maple Residences, LLC, a Foreign Limited Liability Company, W5961 Sweet Pea Drive, Appleton, WI 54915 (SMR), for the vacant real estate within the original LAKE PARK VILLAS subdivision plat (LPV) and subsequent 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 subdivision plat (RLPV) and Certified Survey Maps as described herein located in the City of Menasha, County of Calumet, State of Wisconsin.

### RECITALS

**Whereas**, SMR agrees to purchase with Lots 62, 74, 111, 122, 126, and 130 of LPV, Lots 7R and 20R of RLPV, Lot 109 of CSM 2820, and Lot 2 of CSM 3827 (collectively “the Lots”) from the RDA [EXHIBIT A]; and,

**Whereas**, the RDA has accepted an offer at a reduced price 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 sale, development and marketing of certain properties within the LPV by SMR. The recitals are incorporated herein by reference.

### ARTICLE II OBLIGATIONS

#### SECTION 2.01. SMR OBLIGATIONS.

**SECTION 2.01.01. Purchase.** SMR agrees to collectively purchase ten (10) Lots, specifically: Lots 62, 74, 111, 122, 126, and 130 of LPV, Lots 7R and 20R of RLPV, Lot 109 of CSM 2820, and Lot 2 of CSM 3827 from the RDA for the purchase price of \$24,000.00 per Lot (Total purchase price for all Lots: \$240,000.00).

**SECTION 2.01.02. Closing.** SMR agrees to close on the Lots within thirty days (30) days after the execution of this Agreement.

**SECTION 2.01.03. Construction.** SMR agrees to complete the construction of one single family owner-occupied dwelling on each of the ten Lots (Development). Construction of all lots shall be completed within five years from the date of sale. Construction is considered completed upon the issuance of a certificate of occupancy permit (Completion).

Each home shall be constructed in accordance with the LPV Home Construction Standards.

The RDA shall have the option to buy back any of the Lots that remain vacant after 5 years for original sale price (\$24,000.00 per lot). Any Lot transfer shall be by Warranty Deed conveying title free of all liens and encumbrances. Closing costs including title insurance to be paid by SMR.

**SECTION 2.01.04. LPV Home Owners Association (HOA).** SMR agrees and understands that upon the Completion of a home or 12 months from the date of sale whichever comes first, SMR shall be responsible to pay the monthly dues to the HOA in accordance to their bylaws and covenants.

**SECTION 2.01.05. REPAIR AND/OR REPLACEMENT OF INFRASTRUCTURE.** SMR shall repair and/or replace any damaged City of Menasha infrastructure or other city of Menasha or RDA property that may occur as a result of the Development.

**SECTION 2.02. RDA OBLIGATIONS.** The RDA hereby agrees to sell the Lots to SMR.

### **ARTICLE III MISCELLANEOUS PROVISIONS**

**SECTION 3.01. CONDITION OF THE PROPERTIES.** SMR 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. SMR 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 3.02. 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, and shall be in full effect until performed.

**SECTION 3.03. CONVEYANCE.** The RDA agrees to sell the Lots to SMR subject to the easements, use restrictions and covenants of record, ordinances affecting the Lots, and State and Federal Laws. All transfers to SMR 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 3.04. 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, excluding GAP coverage for which SMR shall be responsible to pay for, if it is desired. SMR shall pay all costs associated with the recording of the Deed(s).

**SECTION 3.05. ASSIGNMENT.** The rights, duties and obligations of SMR hereunder may not be assigned by SMR without the prior written consent of the RDA to the assignment.

**SECTION 3.06. 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 3.07. TERMINATION.** This Agreement shall terminate upon the Completion of construction of the last Lot.

**SECTION 3.08. WARRANTIES AND REPRESENTATIONS.** SMR hereby warrants, represents and covenants the following:

**SECTION 3.08.01.** SMR represents and warrants it is a limited liability company, duly organized and validly existing under the laws of the state of Florida and licensed to do business within the State of Wisconsin and SMR has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**SECTION 3.08.02.** SMR represents and warrants the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by SMR at the closing will not violate any provision of SMR's articles or bylaws or any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over SMR or its properties.

**SECTION 3.08.03. Construction.** SMR represents and warrants there is no action, suit, proceeding, claim, arbitration against SMR, its activities or assets before any court or governmental agency except as disclosed in writing to RDA.

The Representations and Warranties set forth herein shall be true and correct in all material respects at and as of the Closing Date.

**SECTION 3.09. NOTICES.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when emailed, hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To SMR:

Sugar Maple Residences, LLC  
Attn: Luis Perozo  
W5961 Sweet Pea Drive  
Appleton, WI 54916  
sugarmapleresidences@gmail.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  
sschroeder@ci.menasha.wi.us

With a copy to:

City of Menasha  
Attn: City Attorney  
100 Main Street, Ste 200  
Menasha, WI 54952  
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 SMR have executed this Land Purchase and Development Agreement as of the date written below.

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

\_\_\_\_\_  
Philip K. Vanderhyden, Chairman

Dated: \_\_\_\_\_

State of Wisconsin  
County of Winnebago

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
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: \_\_\_\_\_

*[Signatures continue on following page]*

**Sugar Maple Residences, LLC**

\_\_\_\_\_  
Luis Perozo, Managing Member

Dated: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
the above-named \_\_\_\_\_ to me known to be the person who  
executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



# EXHIBIT A

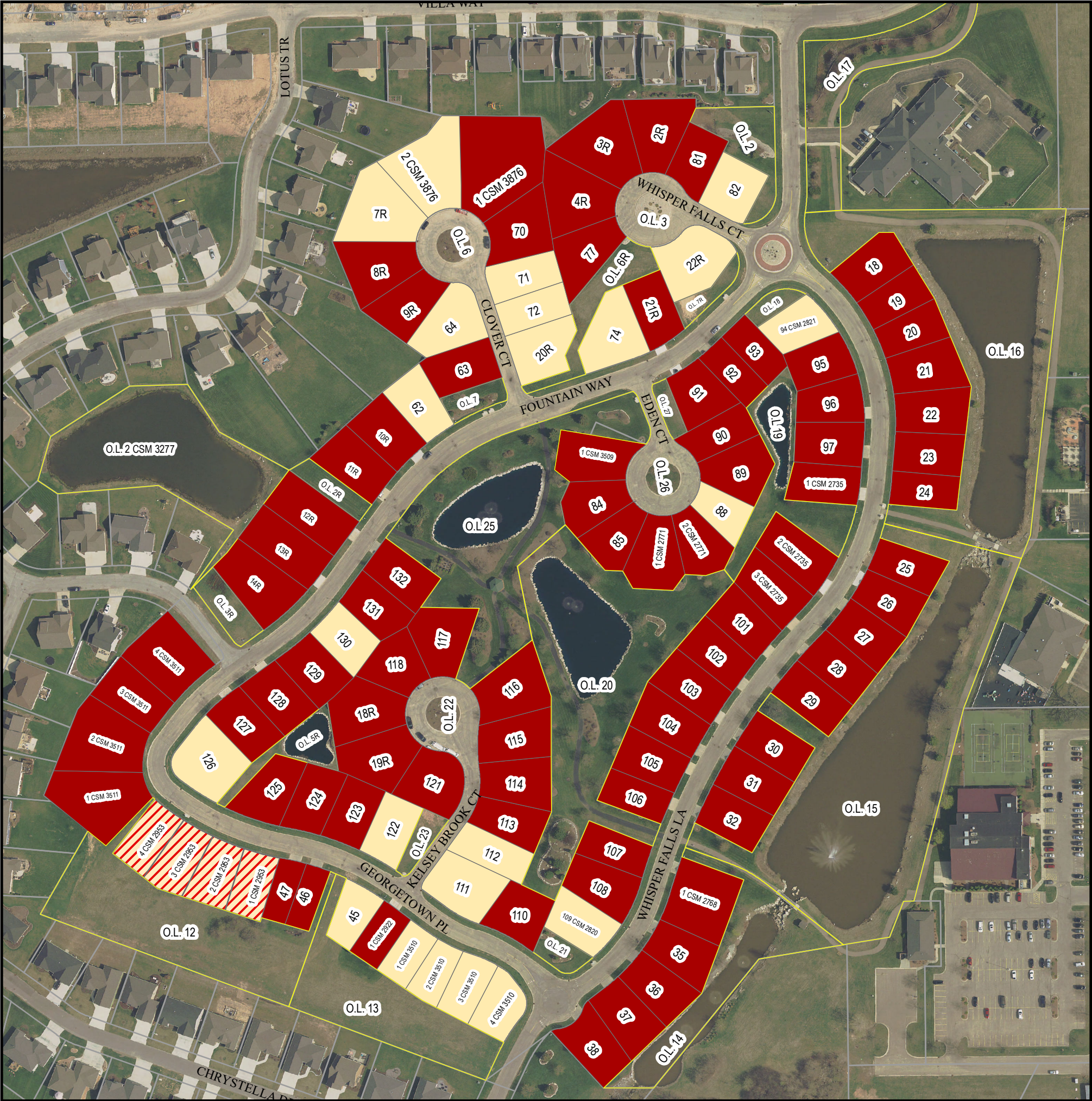
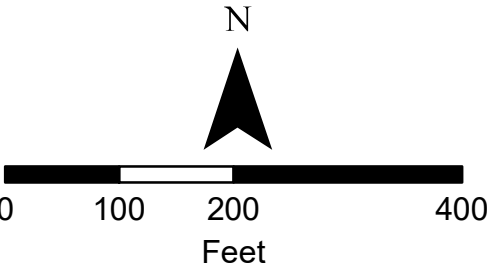
## Legend

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





## MEMORANDUM

Date: May 3, 2022  
To: Redevelopment Authority  
From: Community Development Department/SS  
RE: **CSM Lot Division/Combination – Banta Publishing and Gilbert Paper Mill (Parcels #3-00527-04; 3-00548-02; 3-0054803)**

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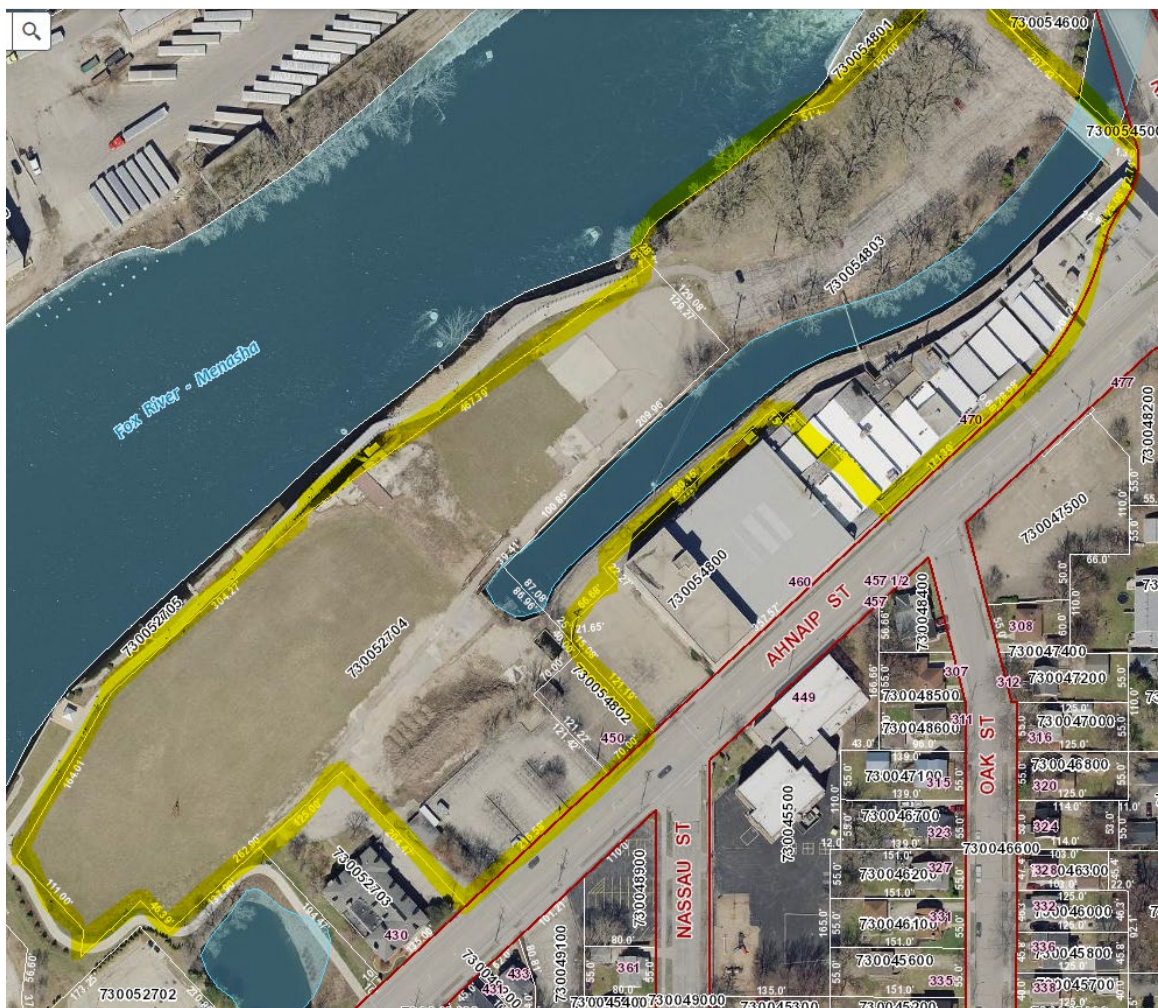
Attached is Certified Survey Map (CSM) for a land division of the former Gilbert Paper Mill and Banta Publishing Site. The purpose of the CSM is multifold:

1. The Redevelopment Authority (RDA) and the owners of the former Gilbert Paper Mill have entered into a land purchase agreement, whereby the RDA is to acquire portion of parcel 3-00527-04 being a portion of Lot 2 of the drafted CSM and the PJC Group is to consolidate the remaining portion of parcel 3-00527-04 with parcel 3-00548-02, creating Lot 3. Parcel 3-00548-02 being the remnant parking area south of the Banta Village Lofts is to be transferred to the PJC Group as part of the purchase agreement.
2. As planned, the proposed CSM will also dedicate the necessary road right of way for the future Oak Street construction project. The Oak Street project is currently under designed and expected to be constructed this fall. The street will provide a new access point to the City of Menasha dam area as well as consolidate scattered utilities throughout the two sites to increase development opportunity for the City of Menasha.
3. During the early discussions of the Racine Street Bridge project, the RDA also agreed to work with Menasha Utilities to relocate the previously existing Electrical lines that were scattered throughout the site as was required by the DOT prior to the start of the bridge project. The optimal route for this new line followed the path of a future Oak Street extension. Part of this CSM also dissolves the no longer needed easements as well as establishes new easements for the newly installed utility routes.

The proposed CSM is a 3 lot CSM: Lot 1 being 3.52 acres, Lot 2 being 1.75 acres, Lot 3 being 4.72 acres, and roughly 0.62 acres of dedicated road right of way. All properties are zoned C-2 Central Business District. The size, setbacks, and dimensional requirements for the two proposed lots meet code standards for the C-2 Central Business District. Furthermore, the proposed CSM will not create any zoning nonconformities and is consistent with the City of Menasha Comprehensive Plan.

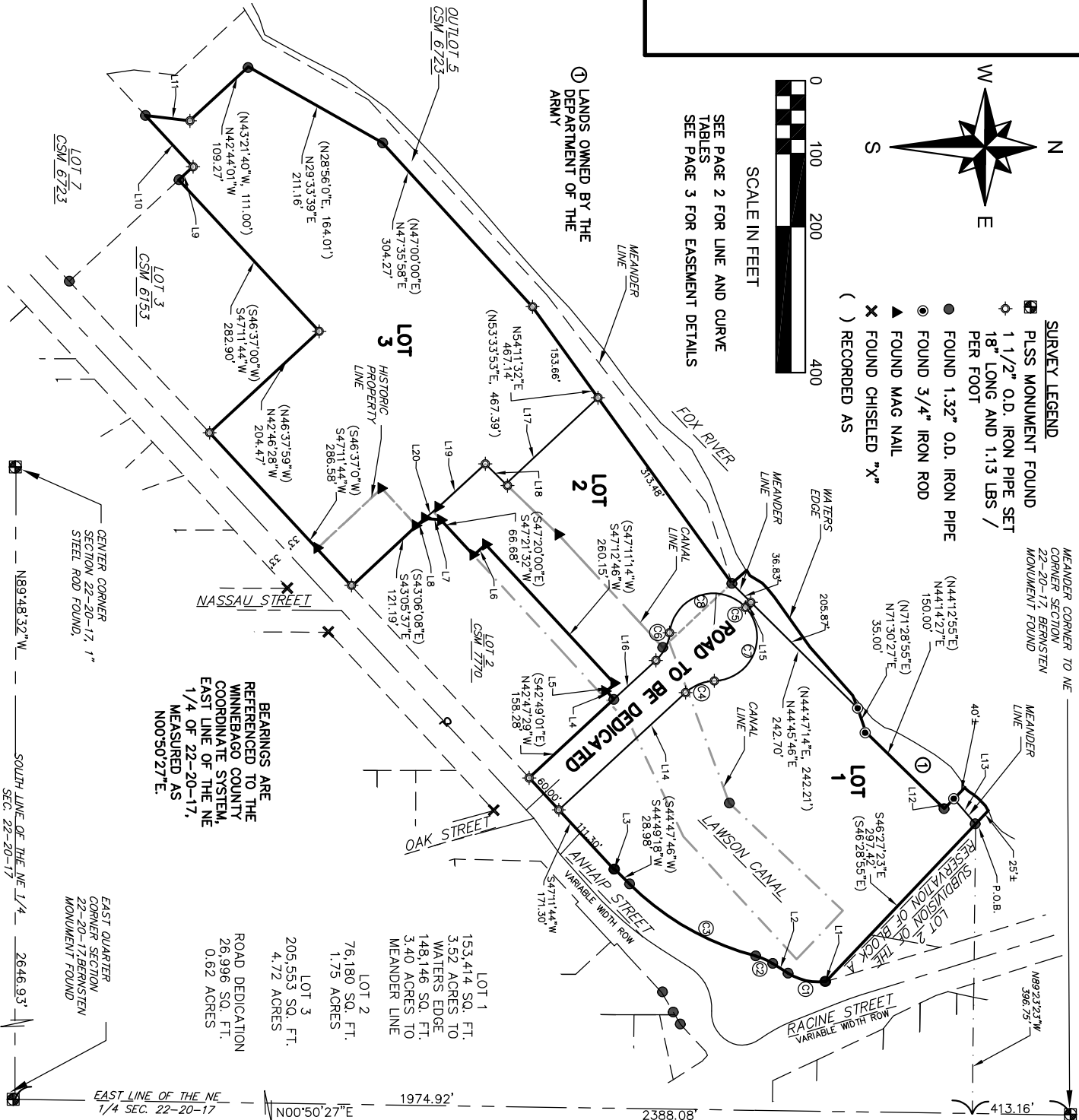
### **Staff Recommendation**

**Staff recommends the Redevelopment Authority approve the Certified Survey Map as proposed for former Banta Publishing and Gilbert Paper Mill Sites reconfiguring Parcels #3-00527-04; 3-00548-02; and 3-0054803, dedicating the road right-of-way, and establishing necessary easements as previously granted.**



CERTIFIED SURVEY MAP

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.



**OWNERS:**  
PJC Group LLC.  
430 Ahnaip Street  
Menasha, WI 54952

The Redevelopment Authority  
of the City of Menasha  
100 Main Street Suite 200  
Menasha, WI 54952

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgview Pkwy.  
Waukesha, WI 53188

**Ruekert • Mielke**  
www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, PLS  
CHECKED BY: CHRIS RUETTEN, PLS (4/26/22)

John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

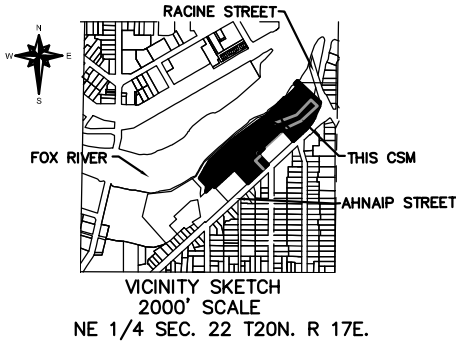
**DRAFT**

CERTIFIED SURVEY MAP

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

LINE TABLE							
SEGMENT	LENGTH	DIRECTION	RECORDED AS	SEGMENT	LENGTH	DIRECTION	RECORDED AS
L1	1.30'	S07° 35' 01"E	S07° 36' 33"E	L11	61.16'	N06° 48' 01"E	N06° 28' 06"E
L2	25.06'	S32° 42' 15"W	S32° 40' 43"E	L12	19.00'	N45° 45' 33"W	N45° 47' 05"W
L3	0.87'	S41° 33' 19"E	S41° 34' 51"E	L13	45.47'	N49° 20' 19"E	N49° 18' 47"E 45.46'
L4	15.00'	S47° 21' 37"W	N47° 20' 05"E	L14	236.62'	N42° 47' 29"W	
L5	15.00'	N42° 47' 29"W	S42° 49' 01"E	L15	10.27'	N42° 47' 29"W	
L6	22.27'	S42° 38' 23"E	N42° 39' 25"W	L16	78.35'	S42° 47' 29"E	
L7	21.67'	S03° 28' 37"W	N03° 31' 59"W	L17	172.90'	S43° 06' 19"E	
L8	15.17'	S40° 18' 10"E	N40° 17' 58"W	L18	39.41'	S44° 34' 02"W	N44° 32' 30"E
L9	26.39'	N42° 46' 28"W	N43° 21' 59"W	L19	86.96'	S42° 44' 00"E	N42° 45' 32"W 87.08'
L10	95.66'	S47° 12' 31"W	S46° 37' 00"W	L20	24.91'	S40° 18' 10"E	N40° 17' 58"W

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC
C1	75.00'	40°17'25"	51.66'	S12° 33' 37"W	52.74'
C2	81.00'	18°08'30"	25.54'	S23° 37' 59"W	25.65'
C3	381.00'	30°15'36"	198.89'	S29° 41' 30"W	201.22'
C4	60.00'	41°24'35"	42.43'	N22° 05' 12"W	43.36'
C5	60.00'	262°49'09"	90.00'	S47° 12' 31"W	275.22'
C6	60.00'	41°24'35"	42.43'	S63° 29' 46"W	43.36'
C7	60.00'	131°24'35"	109.37'	N67° 05' 12"W	137.61'
C8	60.00'	131°24'35"	109.37'	S18° 29' 46"E	137.61'



RUEKERT/MIELKE TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A REASONABLE INSPECTION.

OWNERS:  
PJC Group LLC.  
430 Ahnaip Street  
Menasha, WI 54952

The Redevelopment Authority  
of the City of Menasha  
100 Main Street Suite 200  
Menasha, WI 54952

PREPARED BY:  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188



Ruekert•Mielke  
www.ruekertmielke.com

John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

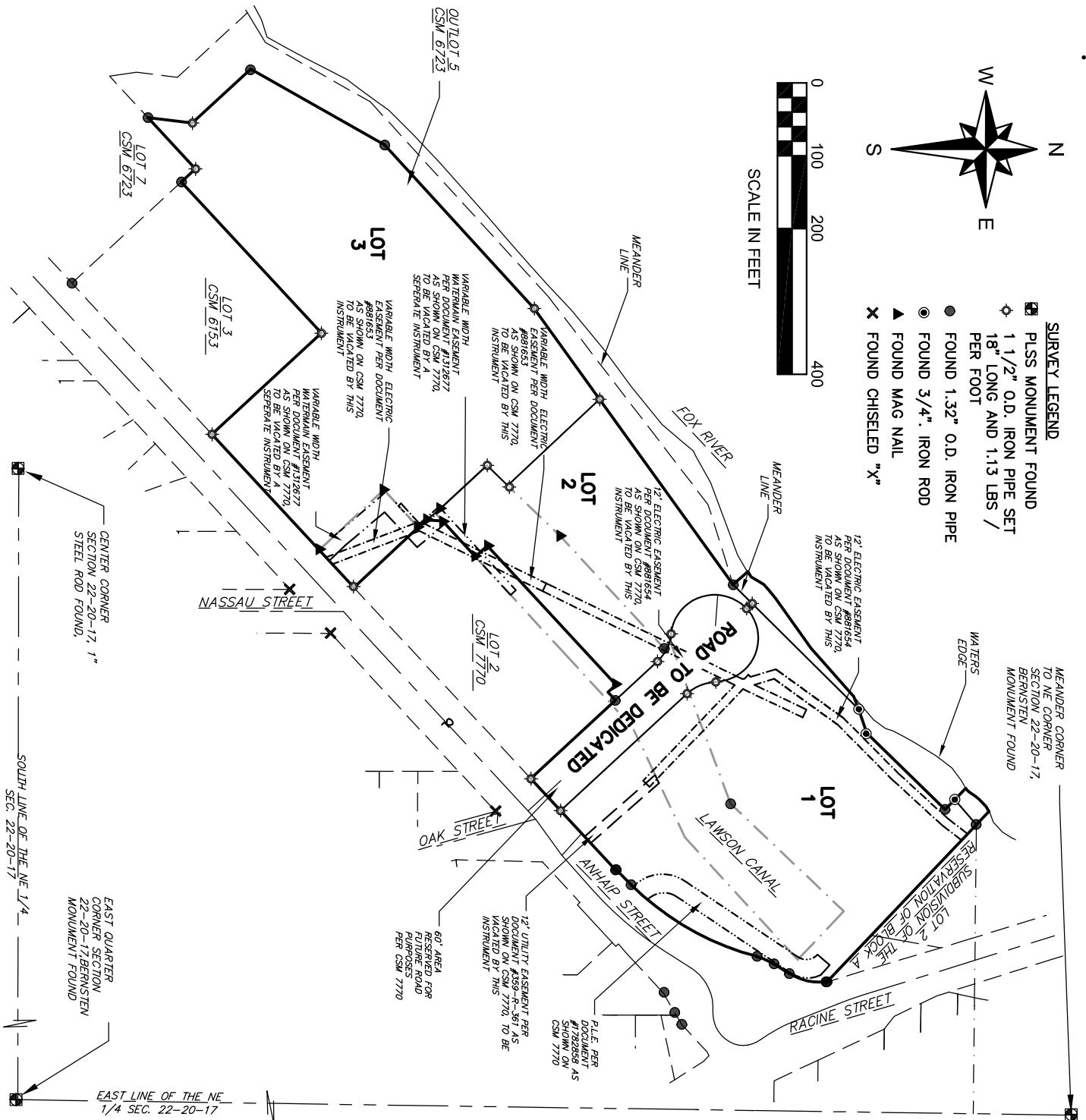
THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, PLS  
CHECKED BY: CHRIS RUETTEN, PLS (4/26/22)



# CERTIFIED SURVEY MAP

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

## EXISTING EASEMENTS



**OWNERS:**

PJC Group LLC.  
430 Ahnaip Street  
Menasha, WI 54952

The Redevelopment Authority  
of the City of Menasha  
100 Main Street Suite 200  
Menasha, WI 54952

PREPARED BY:

Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188



Ruekert • Mielke  
www.ruekertmielke.com

John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

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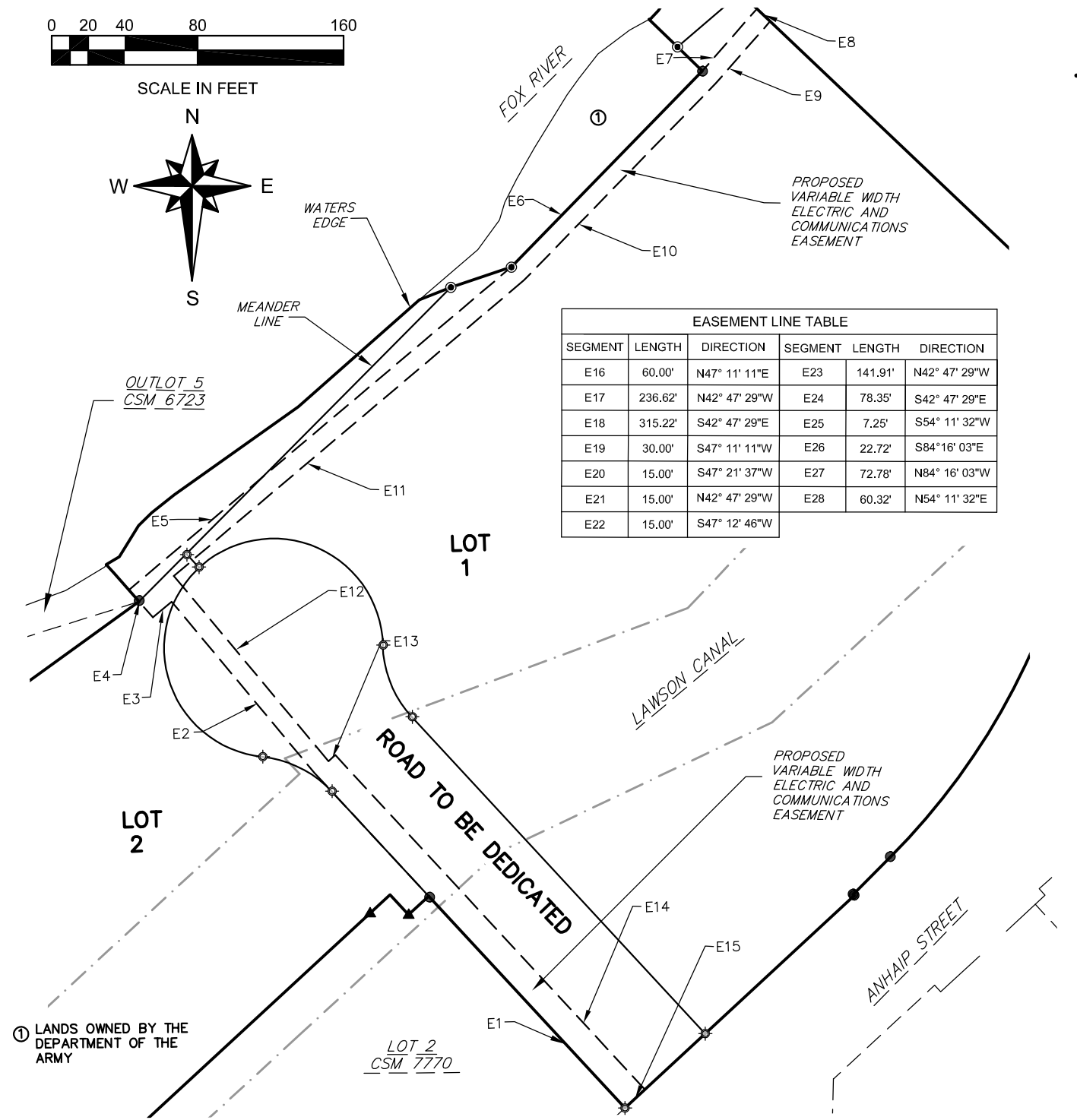
SHEET 3 OF 10



CERTIFIED SURVEY MAP

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PROPOSED ELECTRIC UTILITY AND COMMUNICATIONS EASEMENT



**OWNERS:**  
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Menasha, WI 54952

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**NOTE:**  
Menasha Utilities Electric has the right to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with the distribution of electricity, electric energy and communications in the areas designated as easement herein.

**DRAFT**

John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

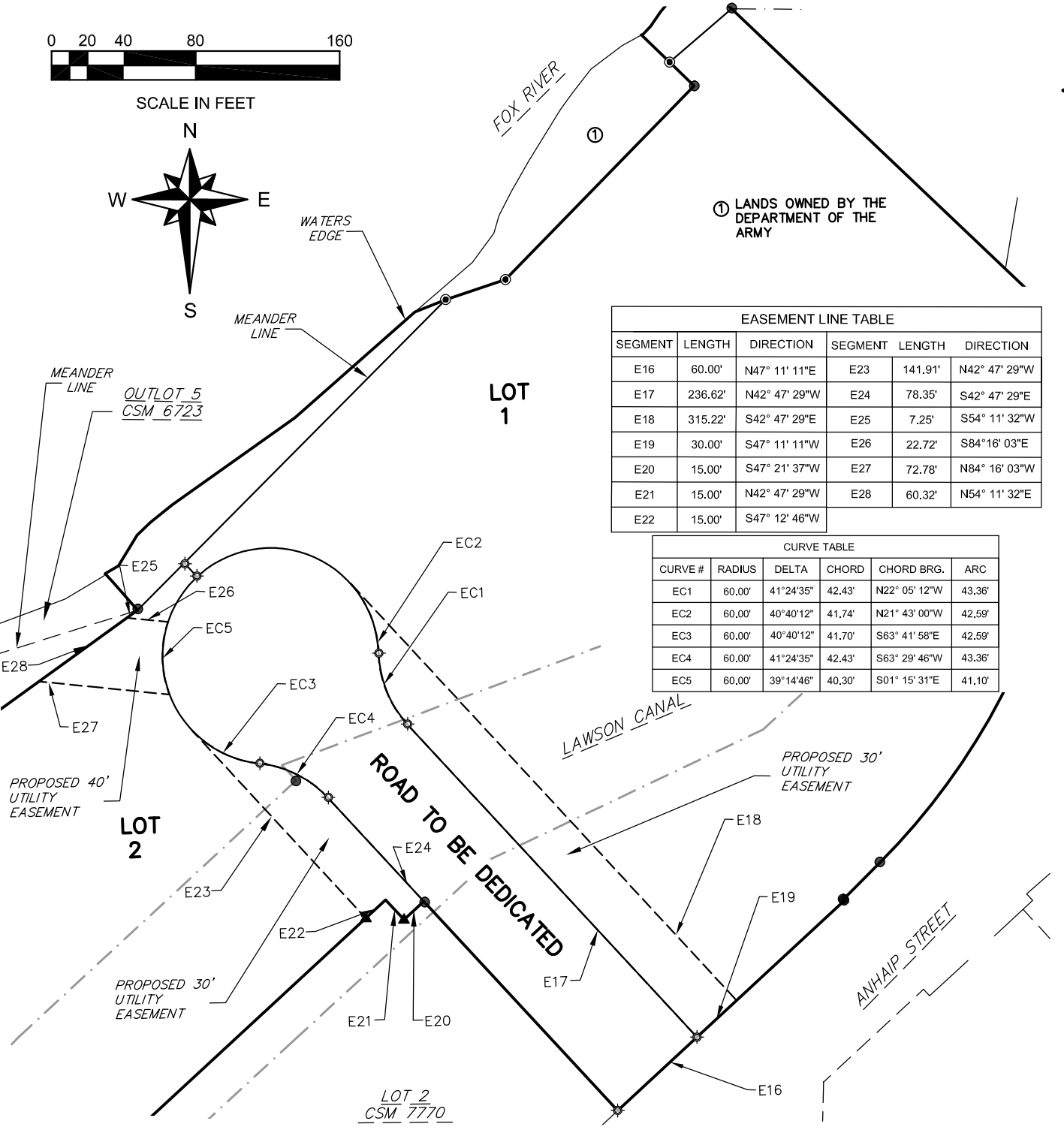
 **Ruekert • Mielke**  
www.ruekertmielke.com

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CERTIFIED SURVEY MAP

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PROPOSED UTILITY EASEMENT



EASEMENT LINE TABLE					
SEGMENT	LENGTH	DIRECTION	SEGMENT	LENGTH	DIRECTION
E16	60.00'	N47° 11' 11"E	E23	141.91'	N42° 47' 29"W
E17	236.62'	N42° 47' 29"W	E24	78.35'	S42° 47' 29"E
E18	315.22'	S42° 47' 29"E	E25	7.25'	S54° 11' 32"W
E19	30.00'	S47° 11' 11"W	E26	22.72'	S84° 16' 03"E
E20	15.00'	S47° 21' 37"W	E27	72.78'	N84° 16' 03"W
E21	15.00'	N42° 47' 29"W	E28	60.32'	N54° 11' 32"E
E22	15.00'	S47° 12' 46"W			

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC
EC1	60.00'	41°24'35"	42.43'	N22° 05' 12"W	43.36'
EC2	60.00'	40°40'12"	41.74'	N21° 43' 00"W	42.59'
EC3	60.00'	40°40'12"	41.70'	S63° 41' 58"E	42.59'
EC4	60.00'	41°24'35"	42.43'	S63° 29' 46"W	43.36'
EC5	60.00'	39°14'46"	40.30'	S01° 15' 31"E	41.10'

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**DRAFT**

John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

G:\C3D\_2018\8285\_City of Menasha\10017 Oak St. Extension\dwg\CSM\20220411 CSM.dwg

CERTIFIED SURVEY MAP

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

SURVEYOR’S CERTIFICATE

I, John M. Schulz, of Ruekert & Mielke, Professional Land Surveyor, do hereby certify that at the direction of PJC Group, LLC. and the Redevelopment Authority of the City of Menasha that I have surveyed, divided and mapped a division of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey map No. 6723, and part of the Lawson Canal, located in the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 22, all in Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Beginning at the Southeast corner of the Northeast 1/4 of Section 17; thence bearing N00°50’27”E along the East line of said Northeast 1/4, a distance of 1974.92 feet; thence bearing N89°23’23”W, a distance of 396.75 feet to the Point of Beginning (POB); thence bearing S46°27’23”E along Lot 2 of the Subdivision of the Reservation of Block A, a distance of 297.42 feet to the Northwesternly Right-of-Way (ROW) line of Ahnaip Street; thence along said line over the next 8 courses; thence bearing S07°35’01”E along said line, a distance of 1.30 feet to a point of curvature; thence 52.74 feet along the arc of a curve to the right whose radius is 75.00 feet, and whose chord bears S12°33’37”W, a distance of 51.66 feet to a point of tangency; thence bearing S32°42’15”W, a distance of 25.00 feet to a point of curvature; thence 25.65 feet along the arc of a curve to the left whose radius is 81.00 feet, and whose chord bears S23°37’59”W, a distance of 25.54 feet to a point of reverse curve; thence 201.22 feet along the arc of a curve to the right whose radius is 381.00, and whose chord bears S29°41’30”W, a distance of 198.89 feet to a point of tangency; thence bearing S44°49’18”W, a distance of 28.98 feet; thence bearing S41°33’19”E, a distance of 0.87 feet; thence bearing S47°11’44”W, a distance of 171.30 feet to the Northeasterly line of Lot 2 of Certified Survey Map (CSM) No. 7770; thence along said lands over the next 9 courses; thence bearing N42°47’29”W, a distance of 158.28 feet; thence bearing S47°21’37”W, a distance of 15.00 feet; thence bearing N42°47’29”W, a distance of 15.00 feet; thence bearing S47°12’46”W, a distance of 260.15 feet; thence bearing S42°38’23”E, a distance of 22.27 feet; thence bearing S47°21’32”W, a distance of 66.68 feet; thence bearing S03°28’37”W, a distance of 21.67 feet; thence bearing S40°18’10”E, a distance of 15.17 feet; thence bearing S43°05’37”E, a distance of 121.19 feet to the Northwesternly ROW line of Ahnaip Street; thence bearing S47°11’44”W along said line, a distance of 286.58 feet to the Northeasterly line of Lot 3 of CSM No. 6153; thence N42°46’28”W along said line, a distance of 204.47 feet to the Northwesternly line of said Lot 3; thence bearing S47°11’44”W, a distance of 282.90 feet to the Easterly line of Lot 7 of CSM No. 6723; thence along said lands over the next 2 courses; thence bearing N42°46’28”W, a distance of 26.39 feet; thence bearing S47°12’31”W, a distance of 95.66 feet to the Easterly line of Outlot 7 of CSM No. 6723; thence along said lands over the next 5 courses; thence bearing N06°48’01”E, a distance of 61.16 feet; thence bearing N42°44’01”W, a distance of 109.27 feet; thence bearing N29°33’39”E, a distance of 211.16 feet; thence bearing N47°35’58”E, a distance of 304.27 feet; thence bearing N54°11’32”E, a distance of 467.15 feet to the meander line of the Fox River established on CSM 7770; thence bearing N44°45’46”E along said line, a distance of 242.70 feet to the end of the meander line; thence bearing N71°30’27”E, a distance of 35.00 feet; thence bearing N44°14’27”E, a distance of 150.00 feet; thence bearing N45°45’33”W, a distance of 19.00 feet to the meander line of the Fox River established on CSM 7770; thence bearing N49°20’19”E along said line, a distance of 45.47 feet to the Point of Beginning.

Containing 10.61 acres (462,143 Sq. Ft.) more or less of land to the water’s edge of the Fox river. Containing 10.49 acres (456,874 Sq. Ft.) more or less to the meander line. Subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of the PJC Group LLC. and the Redevelopment Authority of the City of Menasha, owners of of said land.

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

That I have fully complied with the provisions of Chapter 236 or the Wisconsin Statutes and the City of Menasha’s ordinances in surveying, dividing and mapping of same.

OWNERS:  
PJC Group LLC.  
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Menasha, WI 54952

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of the City of Menasha  
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Menasha, WI 54952

PREPARED BY:  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188



DRAFT  
John M. Schulz, P.L.S. 3253

Dated this 26th day of April, 2022

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

CERTIFIED SURVEY MAP

Being all of Lots 1 and 3 of Certified Survey Map No. 7770, and all of Lot 4 of Certified Survey Map No. 6723, and part of the Lawson Canal, located in the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

CORPORATE OWNER’S CERTIFICATE

The Redevelopment Authority of the City of Menasha, a Wisconsin municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Director, The Redevelopment Authority of the City of Menasha

STATE OF WISCONSIN }  
WINNEBAGO COUNTY } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the  
above named \_\_\_\_\_ and \_\_\_\_\_  
to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My Commission \_\_\_\_\_.

**DRAFT**  
\_\_\_\_\_  
John M. Schulz, P.L.S. 3253  
Dated this 26th day of April, 2022

**OWNERS:**  
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CORPORATE OWNER’S CERTIFICATE

PJC Group LLC., a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Owner, PJC Group, LLC.

STATE OF WISCONSIN }  
WINNEBAGO COUNTY } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the  
above named \_\_\_\_\_ and \_\_\_\_\_  
to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My Commission \_\_\_\_\_.

OWNERS:  
PJC Group LLC.  
430 Ahnaip Street  
Menasha, WI 54952  
  
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EASEMENT RELEASE

The City of Menasha, as owner, and by having the right of enforcement, do hereby release the following easements as shown on this instrument, as allowed pursuant to State Statute 236.293. Utility easement recorded as Document No. 881653, utility easement recorded as Document No. 881654, water main easement recorded as Document No. 1312677 and sewer easement recorded as Document No. 359-R-361.

Signed: \_\_\_\_\_  
City of Menasha

STATE OF WISCONSIN            )  
WINNEBAGO COUNTY         ) SS  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

My Commission Expires/is Permanent: \_\_\_\_\_

OWNERS:  
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**MEMORANDUM**

To: Redevelopment Authority

From: Community Development Department/SS

Date: May 3, 2022

Re: **Lake Park Villas Residential Listing Agreement Amendment**

---

Attached is a draft listing agreement amendment with Coldwell Banker. This amendment would extend the listing contract of the remaining Lake Park Villas lots for one year until May 31, 2023. All other terms in the original agreement would remain the same.



**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated 5/31/18, between the undersigned, for sale/rental of the  
2 property known as (Street Address/Description) Vacant Lots, Menasha, WI 54952

3 \_\_\_\_\_ in the \_\_\_\_\_ City \_\_\_\_\_ of  
4 Menasha, County of Calumet, Wisconsin is amended as follows:

5 The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6 The expiration date of the contract is changed from midnight \_\_\_\_\_ 05/31/2022  
7 to midnight 5/31/2023.

8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:

9 \_\_\_\_\_

10 \_\_\_\_\_

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

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33 \_\_\_\_\_

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

35 Coldwell Banker REG (x) \_\_\_\_\_

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

37 Print name ► Philip Vanderhyden, Jr.

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

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

40 Print name ► Gail Popp 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 ▲



**MEMORANDUM**

To: Redevelopment Authority

From: Community Development Department/SS

Date: May 3, 2022

Re: **Update Offer to Purchase – Province Terrace Lot 12 – 1148 Province Terrace (Parcel 7-00001-12)**

---

Over the past two months the RDA has considered the offer to purchase by Tom Van Zeeland of lot 12 of the Province Terrace Subdivision being 1148 Province Terrace (Parcel 7-00001-12). The offer by, Tom Van Zeeland, was a full price offer in the amount of \$63,320 with an acceptance binding date of April 6, 2022. The Buyer was looking to construct an automotive, truck, recreational vehicle, and heavy equipment repair services building on the property. This type of use in the C-1 District does require an approval of a special use permit by both the City Plan Commission and Common Council in addition to the development needing to go through site plan review to meet City standards.

Following the last meeting and discussion, the Buyer choose to no longer pursue the acquisition of this property looking at the conditions that would be considered against the development and that this likely wasn't the proper location at this time.



**MEMORANDUM**

Date: May 3, 2022  
To: Redevelopment Authority  
From: Community Development Department/SS  
RE: **Consideration of Blighted Properties – Parcel 3-00491-00 (Gilbert Paper Mill Remnant Parking Lot – South of Ahnaip Street)**

This spring the RDA and the PJC Group (owners of the former Gilbert Property) entered into a Land Purchase and Development Agreement for the RDA's acquisition of the northern portion of the property nearest the dam being roughly 1.1 acres. As part of this agreement, the RDA is also expected to transfer ownership of the remnant parking area south of the Banta Village Lofts to the PJC Group. In return, the PJC Group would transfer ownership of the remnant parking lot area south of Ahnaip Street to the RDA. This parking area was formerly used for employee parking when the mill was in operation and have been obsolete. The RDA's interest in the property would be to assist and facilitate redevelopment, urban renewal and orderly growth of the community.

This property, however, is not currently in a blighted condition. As required by statutes, the property must be blighted before the RDA obtains ownership of the property. A blighted property is defined by Wisconsin State Statutes 66.1333(2m) as:

"Any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime,



and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.”

Since there is not a redevelopment plan of this area, the RDA does need to provide notice of the consideration to blight a property, hold a public hearing, approve a resolutions and have a resolution of support approved by the Common Council. At this time the timeline for this is as follows:

1. RDA May 3<sup>rd</sup> – Approve the consideration of blighting for parcel 3-00491-00
2. RDA June 7<sup>th</sup> – Hold a public hearing and approve a resolution determining certain property to be blighted
3. Council June 20<sup>th</sup> – Approve a resolution declaring property to be blighted

**Staff recommends, the Redevelopment Authority motion for the consideration of blight, Pursuant to §66.1333(5)(c)2, Wisconsin State Statutes, to hold a public hearing to determine if the following property is blighted: Parcel 3-00491-00.**