

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
June 7, 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

1. Resolution for Designation of Certain Property as Blighted: Parcel 3-00491-00 (Gilbert Paper Mill Parking Lot – South of Ahnaip St)

D. MINUTES TO APPROVE

1. Minutes of the May 3, 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. Residential Lot Sale Update – Lake Park Villas (Gail Popp)
2. Resolution R-1-22: Designation of Certain Property as Blighted: Parcel 3-00491-00 (Gilbert Paper Mill Parking Lot – South of Ahnaip St)
3. Letter of Intent to Purchase 477 Ahnaip Street (Vacant Banta Parking Lot South of Ahnaip) – Grant Fisk
4. Set Next Meeting

G. CLOSED SESSION

1. The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e) or (g): 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 or Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Letter of Intent to Purchase 477 Ahnaip Street (Vacant Banta Parking Lot South of Ahnaip) – Grant Fisk)
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.



THE REDEVELOPMENT AUTHORITY
OF THE CITY OF MENASHA
NOTICE OF PUBLIC HEARING

TAKE NOTICE that The Redevelopment Authority of the City of Menasha, Wisconsin (the “Authority”) intends to consider designating a vacant parking lot Parcel being #3-00491-00, City of Menasha, Wisconsin as blighted.

Pursuant to the provisions of Sections 66. 1333(5)(c), Wisconsin Statutes, the Authority will conduct public hearings on consideration of blight designations and acquisition of properties on June 7th, 2022 at 5:15PM at Menasha City Center, 100 Main Street, Room 133, Menasha, Wisconsin. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed determination.

THE REDEVELOPMENT
AUTHORITY OF THE CITY OF
MENASHA, WISCONSIN

Published: May 24th & 31st, 2022

**CITY OF MENASHA
Redevelopment Authority
Menasha City Center
100 Main Street, Room 133
May 3, 2022
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by CDD Schroeder at 5:22 PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Kip Golden, Kyle Coenen, and Bob Stevens.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Alderperson Nichols, Matt Vanderlinden, and Gail Popp.

OTHERS PRESENT: CDD Schroeder, AP Yang, Ryan & Rebecca Myers (Sugar Maple Residence), Sandra Dabill-Taylor (545 Broad Street)

C. PUBLIC HEARING

None.

D. MINUTES TO APPROVE

1. Minutes of the April 5, 2022 Redevelopment Authority Meeting

Golden made a motion to approve the minutes of April 5, 2022 RDA meeting. The motion was seconded by Vanderlinden.

CDD Schroeder noted a few corrections.

The motion carried as corrected.

**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. Election of Officers

a. Chairperson

Golden and Coenen nominated Vanderhyden. No other nominations were presented. Vanderhyden was elected Chairperson by unanimous ballot.

Chair Vanderhyden took over the meeting as Chairperson.

b. Vice-Chairperson

Chair Vanderhyden nominated Golden. No other nominations were presented. Golden was elected as Vice-Chairperson by unanimous ballot.

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)

Ryan Myers, Sugar Maple Residence, introduced himself and his interest in the properties.

Chair Vanderhyden asked if the future homes in Sugar Maple will be rental homes or for sale.

Mr. Myers responded that want to diversify their portfolio.

CDD Schroeder said that this agreement is consistent with other past agreements where the developer is expected to construct over a 5 year period and have to meet Lake Park Villa standards. The RDA will also have an option to buy back lots at closing costs if the developer does not meet the contract.

Coenen asked if the developers are local and whether the 2 houses a year is a minimum.

Mr. Myers said that the developers are back on assignment in Africa but will be stateside in August. He also answered that the 2 houses a year is the most cost effective.

Coenen made a motion to approve the Land Purchase and Development Agreement by and between the RDA and Sugar Maple Residences as presented (Lake Park Villas Lots 62, 74, 111, 122, 126, 130, 7R, 20R, 109 CSM2820, and 2 CSM3827). The motion was seconded by Chair Vanderhyden. The motion carried.

3. Certified Survey Map Lot Reconfiguration – Banta Publishing and Gilbert Paper Mill (Parcels #3-00527-04; 3-00548-02; 3-0054803)

CDD Schroeder gave an overview of the CSM. Banta is located in lot 3. CDD explained the easements under the road and the utilities being moved there under the future road extension.

Coenen made a motion to approve the certified survey map as presented reconfiguring parcels 3-00527-04; 3-00548-02; 3-00548-03, dedicating the road right-of-way, and establishing the necessary easements as described with the following changes, the proposed utility easements noted on sheet 5 on the south side of the proposed right of way be removed and the proposed easement north of the road right of way to 10 feet. The motion was seconded by Chair Vanderhyden. The motion carried.

4. Lake Park Villas Residential Listing Agreement Amendment (Coldwell Banker)
Chair Vanderhyden made a motion to approve the Lake Park Villas Residential Listing Agreement Amendment (Coldwell Banker). The motion was seconded by Coenen. The motion carried.

5. Update Offer to Purchase – Province Terrace Lot 12 – 1148 Province Terrace (Parcel 7-00001-12)
CDD Schroeder gave an update on the offer to purchase from Mr. Zeeland noting that Mr. Zeeland's decision was multifold including the multitude of zoning code requirements. No action.

6. Consideration of Blighted Properties – Parcel 3-00491-00 (Gilbert Paper Mill Parking Lot – South of Ahnaip St)
CDD Schroeder gave an overview on the parcel and said that in order for the RDA to acquire this parcel, it would have to be blighted. This item is to formally allow staff start the process of blighting the property. This would require a public hearing at a future meeting and Common Council to approve a resolution to blight the property.

CDD Schroeder also mentioned that the Menasha Joint School District did approve to shut down Nicolet School. Staff will be in discussion with them of what their plans are, but would not have any formal plans or considerations at this time.

7. **Set Next Meeting**

The next meeting was set for June 7, 2022.

G. ADJOURNMENT

Chair Vanderhyden made a motion to adjourn the meeting at 5:56 PM. The motion was seconded by Stevens. The motion carried.

Minutes respectfully submitted by AP Yang.



RESOLUTION R-1-22

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA, WISCONSIN

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

Introduced by Chairperson Vanderhyden.

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

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

WHEREAS, the sole registered owner of the Property was hand delivered notice of the public hearing and signed a waiver of notice consenting to holding a public hearing and waiving the notice by certified mail, return receipt requested, via United State Postal Service, as required by statutes; and,

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

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

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

WHEREAS, this body has studied the facts and circumstances relating to the Property and the proposed acquisition of the Property, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section 66.1333 (2m)(bm), (ii) the Report's findings with regard to the Property that faulty lot layouts, obsolete platting, and non-conforming site improvements exist, (iii) whether the findings in the Report

about the conditions of the Property substantially impairs or arrests the sound growth of the City, (iv) the past and existing condition of, and the proposed uses of, the Property, and (v) the goals and objectives of the proposed acquisition of the Property.

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

1. The Property described on Exhibit A attached hereto, known as 437 Ahnaip Street (Parcel 3-00491-00), is determined to be a "blighted property" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes.

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

Passed and approved this 7th day of June.

Recommended by:

Motion/Seconded:

Passed/Approved

Requires: Majority Vote

Philip K. Vanderhyden,
Chairperson

ATTEST:

Sam Schroeder, Executive Director

EXHIBIT A

DESCRIPTION OF PROPERTY

Vacant Parcel located at 437 Ahnaip Street, Menasha, WI being Parcel 3-00491-00 legally described as:

Lot 149 and the West 55 feet of Lot 103 of Block "A" in the Plat of the TOWN OF THE ISLAND in the Third Ward, City of Menasha, Winnebago County, Wisconsin.

That part of Lot 150 of Block "A" in the Plat of the TOWN OF THE ISLAND, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows:
Commencing at the Northeast corner of said Lot 150; thence southwest, along the South line of Ahnaip Street, 26.21 feet to a point; thence in a southeasterly direction 80.81 feet to a point where said line intersects the East line of said Lot 150; thence north, along the east line of said Lot 150, to the place of beginning.

EXHIBIT B

THE REPORT

[TO BE INSERTED BY THE CITY]



EXHIBIT B

City of Menasha • Community Development Department

MEMORANDUM

Date: June 7, 2022
To: Redevelopment Authority
From: Community Development Department/SS
RE: **Resolution Determining Property – 437 Ahnaip Street (Parcel 3-00491-00) – to be Blighted**

At the March 1, 2022 RDA meeting, the RDA approved a land purchase and development agreement with the owners of the former Gilbert Paper Mill site to acquire portion of the former mill site to facilitate redevelopment, urban renewal and the orderly growth of the community. Following the Wisconsin State Statutes 66.1333, outside of a redevelopment plan, a property must be determined blighted prior to the acquisition of a property by Redevelopment Authority and in the absence of a redevelopment plan, the local legislative body has given its approval. The Common Council has blessed the acquisition of the properties on March 7, 2022. While the large portion of the Gilbert Paper Mill was blighted, the small detached vacant parking lot south of Ahnaip Street formerly used by the Mill was not part of that original blighting and therefore would be required to be blighted prior to acquisition.

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.”

A redevelopment authority is created in a community to more effectively and efficiently prevent and eliminate blighted areas and prevent the recurrence of blighted areas in addition to carrying out slum clearance and urban renewal programs and projects. Reviewing the definition of a blighted property staff finds the following as it relates to the consideration of blighting the vacant parcel of land at 437 Ahnaip Street:

- This property is a vacant parking lot formerly used by the Gilbert Paper Mill when the mill was in operation. The mill closed over 20 years ago in 2001 and demolition started in 2007. Since that time the current owner has leased this lot from time to time to the Menasha Joint School District, but that leased has not been renewed in the last few years. In addition, the School District announced this spring that it will be closing the school for the upcoming 2022-2023 school year. The City has also received complaints about the overgrown brush, snow removal and other elements of the site.

Due to the above, staff believes the property meets the statutory requirements of the determination of blight due to its obsolescence, faulty lot layout in relation to its usefulness, the deterioration of site improvements, which may substantially impair the sound growth of the community and be a deterrent to the public health, safety, morals, and welfare of the community.

Staff recommends the Redevelopment Authority approve Resolution R-1-22 determining certain properties as blighted properties, 437 Ahnaip Street (Parcel 3-00491-00), per Wisconsin Statutes 66.1333(2m)(bm) and recommend the Common Council confirm the determination for the purpose of carrying out blight elimination and urban renewal projects.



MEMORANDUM

Date: June 7, 2022

To: Redevelopment Authority

From: Community Development Department/SS

RE: **Letter of Intent to Purchase 477 Ahnaip Street (Vacant Banta Parking Lot South of Ahnaip Street – Grant Fisk)**

Attached to this memo is a letter of intent (LOI) from Grant Fisk to purchase the vacant Banta parking lot south of Ahnaip Street. The intent of this LOI is to lay out a foundation and general terms to bring back a land purchase and development agreement for the future consideration of the sale and development of the site. Mr. Fisk would be looking to develop nine owner occupied condominium units on the site that would roughly have an end value of \$3M to \$4M. Attached is a preliminary rendering of the proposed development.

Terms of the LOI:

1. A draft agreement would be delivered to the buyer within 10 days of acceptance of this LOI.
 - a. *Note – this could be a fairly tight timeline in considering staff work load and upcoming vacant City Attorney position.*
2. The purchase would be for both parcels 3-00475-00 (0.61ac) and 3-00482-00 (0.22ac). Both parcel are currently zoned C-1 General Commercial.
3. The purchase price would be \$125,000 (roughly \$150,000 per ac).
4. Due Diligence Period of 60 days following execution of agreement
5. Closing within 60 days of final agreement
6. Buyer shall have an exclusive dealing on this property



Reviewing the project, with some minor changes, staff does believe this is a good project for this location. Staff has also had discussions of doing the development without City financial assistance. This would assist in the City capitalizing additional increment to finalize the redevelopment corridor prior to the life of the TIF while leaving a highly desirable development along the future Ahnaip Street redevelopment corridor. If the RDA wishes to execute this letter of intent, staff would ask the RDA to add a specific timeline such as 45 days to mutually agree and accept on a land purchase and development agreement. As previously noted staff would also be concerned getting a finalized development agreement out in the noted 10 days.

Furthermore the RDA should note that this development will require several approvals to make this happen including a certified survey map, possible a vacation of public right-of-way, a rezoning likely to the C-2 Central Business District, a Special Use Permit for "multifamily" development and a Site Plan approval. Setbacks, landscaping, buffer areas, will all need to be considered.

May 20, 2022

Grant Fisk or assigns

RE: Letter of Intent to Purchase 477 Ahnaip St. Menasha,
WI 54952

To Whom it may concern:

This Letter of Intent is to confirm that Grant Fisk or assigns (Buyer) is interested in acquiring certain real estate property of 477 Ahnaip St. Parcels 30047500 and 30048200 (The Property) to nine condominiums on terms that would be mutually agreeable. In this letter Buyer and Seller are sometimes called singularly a "Party" and collectively "Parties" and Buyer's possible acquisition of the Property is sometimes called "Possible Acquisition."

Part 1

The Parties wish to commence negotiating a definitive written acquisition agreement providing for the Possible Acquisition (a "Definitive Agreement"). To facilitate the negotiation of a Definitive Agreement, The Parties request an initial draft be prepared by the Seller's Counsel. The draft of the Definitive Agreement would be delivered to buyer within ten days of the acceptance of this LOI. The execution of any such Definitive Agreement would be subject to the satisfactory completion of Buyer's ongoing investigation of the Purchased Property.

It is proposed the Definitive Agreement include the following terms:

Basic Transaction

1. The Seller would sell the Property to the Buyer the property known as 477 Ahnaip St Menasha, WI 54952 Parcels 30047500 and 30048200

Purchase Price

1. The Purchase Price would be \$125,000.

Definitive Agreement

1. Buyer and Seller plan to proceed to discuss the terms of the Definitive Agreement containing all essential terms and conditions of the Possible Acquisition, including but not limited to the terms and conditions set forth in this Letter of Intent. The Definitive Agreement shall be executed within 30 days of the culmination of negotiations with the RDA. This Letter of Intent does not purport to include all essential terms of the transaction contemplated.

Due Diligence

1. Buyer would have 60 days after the Purchase Agreement is fully executed and delivered to Buyer (Due Diligence Period) to inspect the Property at the Buyer's sole expense to determine the suitability of the Property for its intended use. If Buyer is dissatisfied with the Property for any reason, then Buyer would be entitled to terminate the Purchase Agreement by written notice delivered to Seller prior to the expiration of the Due Diligence Period.
2. Seller would provide to Buyer copies of all material studies, reports, tests and surveys, past title commitments and other information in its possession relevant to the Property within 5 business days after execution of the Purchase Agreement.

Closing Date

1. Closing would occur within 60 days after culmination and agreement of terms with the RDA.

Other Terms

1. The Purchase Agreement would contain commercially reasonable provisions conditioning Buyer's obligation to close upon Buyer's receipt of good and marketable title free and clear of all encumbrances' not agreed to and accepted by Buyer. Buyer and Seller will work together to on additional terms of the agreement possibly including but not limited to: rezoning, PUD, etc

Access

1. During the period from the date this letter is signed on behalf of the Buyer (the "Signing Date") until the date on which either Party provides the other Party with written notice that negotiations toward a Definitive Agreement are terminated (the "Termination Date"), the Seller will afford Buyer access to the Property, subject to the confidentiality provisions referred to or described in this letter.

Exclusive Dealing

1. Until the later of (a) 30 days after the Signing Date or (b) the Termination Date: The Seller will not, directly or indirectly, through any representation or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider and proposal of any other person relating to the acquisition of the Property, in whole or in part, whether directly or indirectly, through purchase, merger, consolidation or otherwise.

Disclosure

1. Except as and to the extent required by law, without the prior written consent of the other Party, neither the Buyer nor the Seller will, and each will direct its representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, a possible transaction between the Parties or any of the terms, conditions or other aspects of the transaction proposed in this letter. If a Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

Costs

1. Buyer and the Seller will be responsible for and bear all of their respective costs and expenses (including any broker's or finder's fees and the expenses of its representatives) incurred at any time in connection with pursuing or consummating the Possible Acquisition.

Governing Law

1. The Binding Provisions will be governed by and construed under the laws of the State of Wisconsin without regard to conflicts-of-laws principles.

Termination

1. The Binding Provisions will automatically terminate on the day 30 (thirty) days after the Signing Date, and may be terminated earlier upon written notice to either Party to the other Party unilaterally, for any reason or no reason, with or without cause, at any time, provided, however that the termination of the Binding Provisions will not affect the liability of a Party or breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the Parties will have no further obligations hereunder, except as expressly stated in these Binding Provisions.

No Liability

1. The provisions of this letter are intended only as an expression of intent on behalf of the Buyer, are not intended to be legally binding on Buyer or the Seller and are expressly subject to the execution of the appropriate Definitive Agreement. Moreover, except as expressly provided no part or future action, course of conduct or failure to act relating to the Possible Acquisition or any Definitive Agreement, will give rise to or serve as basis for any obligation or other liability on the part of the Buyer or the Seller

If you agree with the foregoing, please sign and return one copy of this letter, which thereupon will constitute our understanding with respect to its subject matter.

Buyer

Date

Seller

Date

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4/18/2022 2:20:24 PM

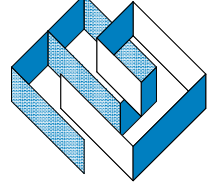


1 SITE PLAN
A-0.1 1" = 20'-0"



date: 04/18/2022
job: 22-050
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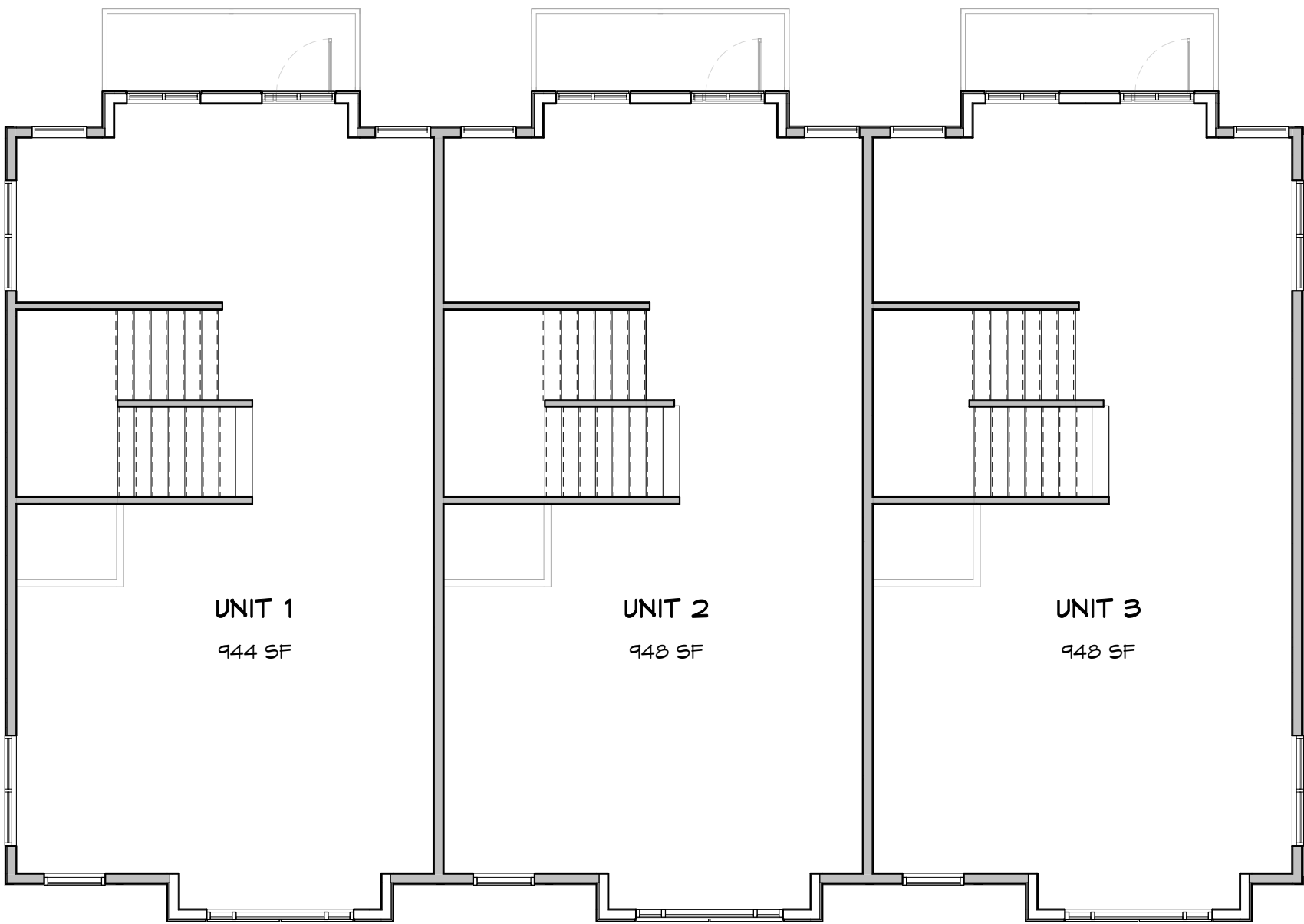
A NEW BUILDING FOR:
AHNAIP STREET
MENASHA, WISCONSIN



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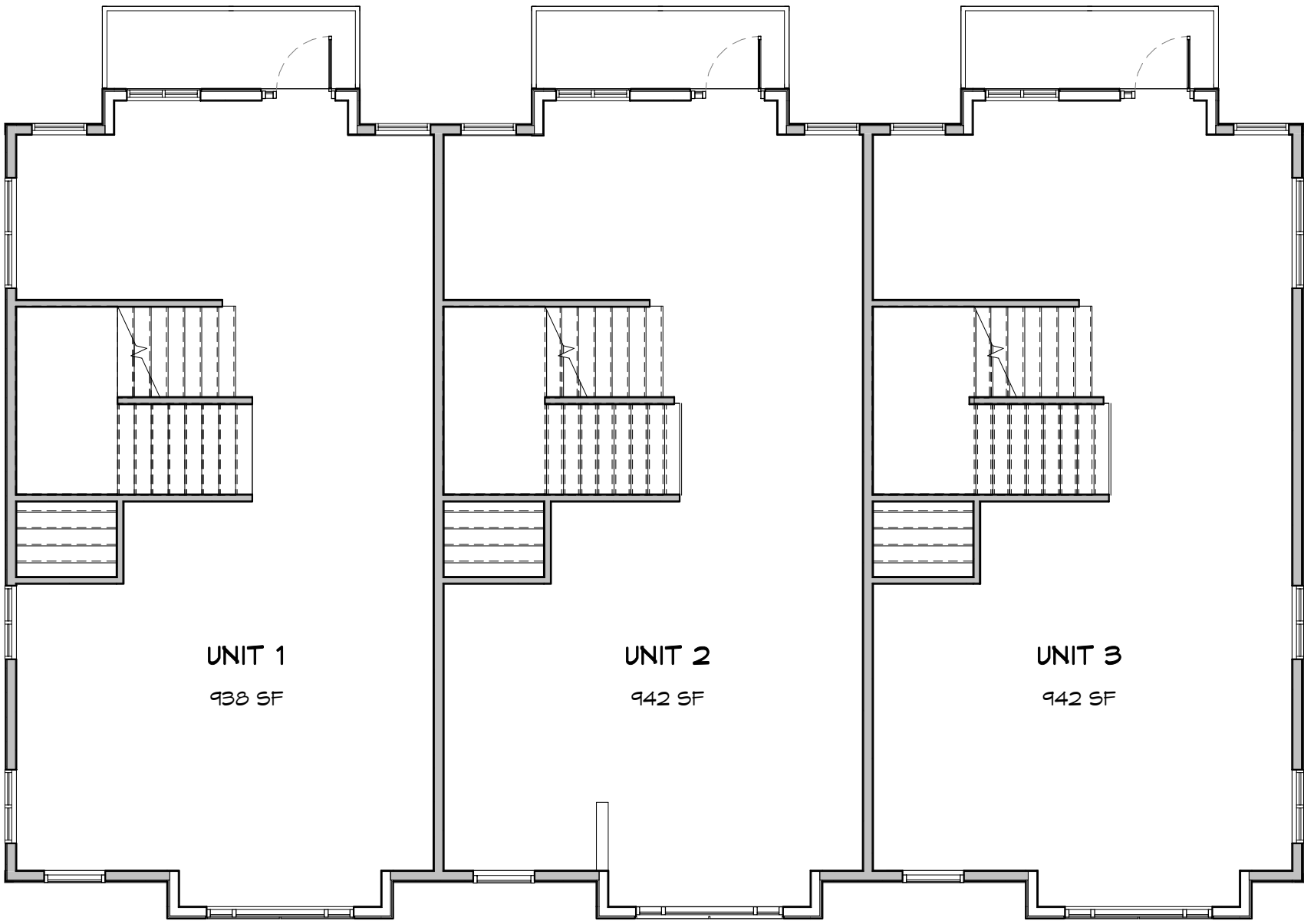
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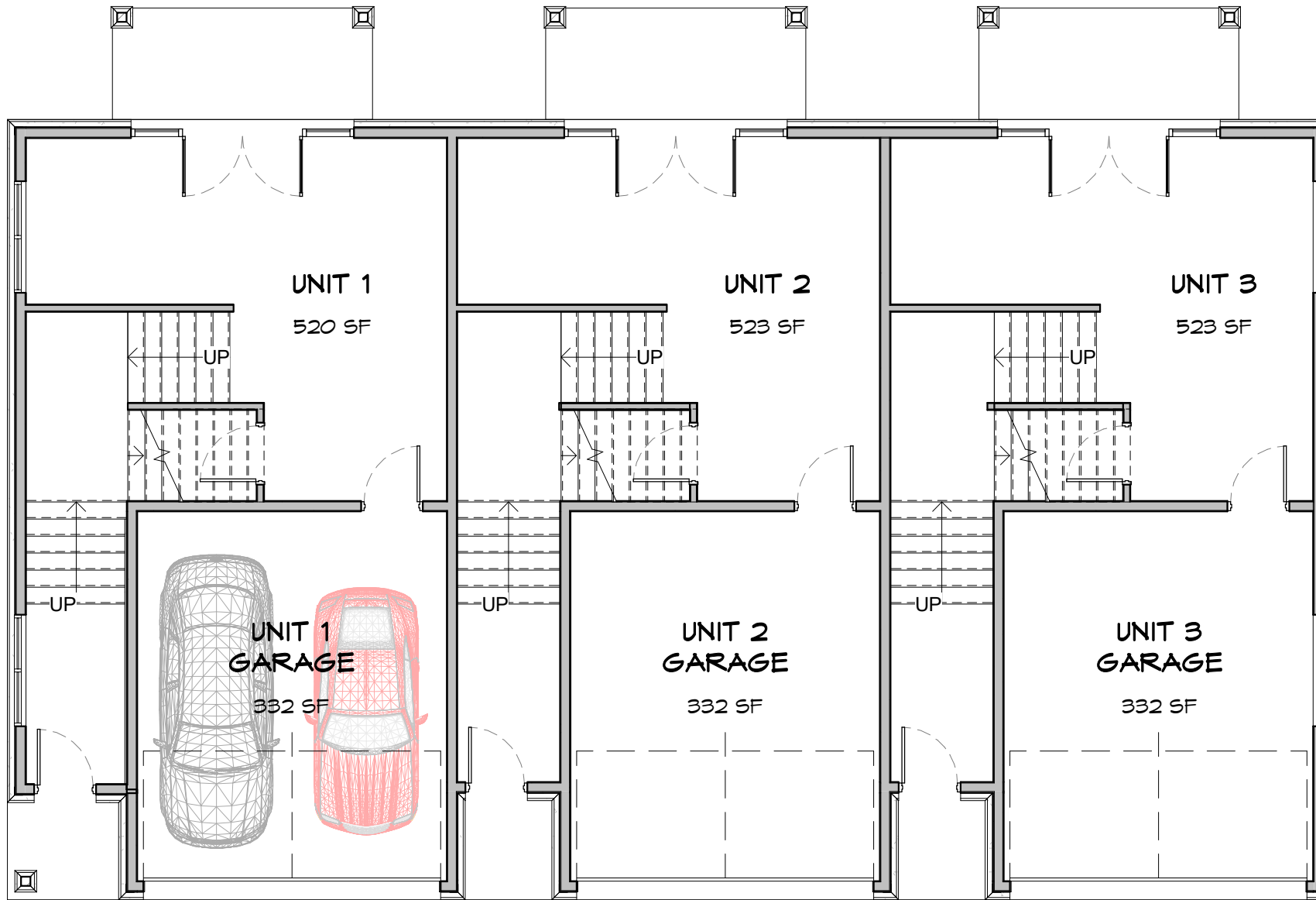
3 THIRD FLOOR PLAN

A-1.1 1/8" = 1'-0"



2 SECOND FLOOR PLAN

A-1.1 1/8" = 1'-0"



1 FIRST FLOOR PLAN

A-1.1 1/8" = 1'-0"

