

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 that any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Menasha City Center
August 1, 2023
Room 133**

5:15PM

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. PUBLIC HEARING

D. MINUTES TO APPROVE

1. Minutes of the June 6, 2023 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. Letter of Intent to Purchase – 1133 Oneida Street (Parcel 7-00001-11)
 - 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 (Letter of Intent to Purchase – 1133 Oneida Street (Parcel 7-00001-11))
 - b. The RDA may adjourn into Open Session to take action on items discussed in closed session.
2. 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
June 6, 2023
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by Executive Director Schroeder at 5:15PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Alderperson Nichols, Kim Vanderhyden, Kyle Coenen, Matt Vanderlinden, Gail Popp, and Kip Golden.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Alicia Buechler

OTHERS PRESENT: CDD Schroeder, Bob Stevens, and Sally Coveau (1069 Province Terrace)

C. PUBLIC HEARING

None

D. MINUTES TO APPROVE

1. Minutes of the April 10, 2023 Redevelopment Authority Meeting

Coenen made a motion to approve the minutes of the April 10, 2023 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)**

Sally Coveau, 1069 Province Terrace, spoke on behalf of the residents in the Province Terrace area that they would like to see transitional development in the vacant RDA owned Province Terrace lots with minimal nuisances such as light pollution, and noise.

F. DISCUSSION / ACTION ITEMS

1. Election of Chairman

CDD Schroeder opened the floor for nominations for RDA Chairman.

Golden nominated Vanderhyden to serve as Chairman.

Having no other nominations, a unanimous ballot was cast for Vanderhyden to serve as RDA Chairman.

Vanderhyden resumed the meeting.

2. Election of Vice-Chairman

Vanderhyden opened the floor for nominations for RDA Vice-Chairman.

Vanderhyden nominated Golden to serve as Vice-Chairman.

Having no other nominations, a unanimous ballot was cast for Golden to serve as RDA Vice-Chairman.

3. Vacant Bana Parking Lot South of Ahnaip Street (477 Ahnaip Street) – Marketing

CDD Schroeder provided an overview of the memorandum summarizing the history of the property and past development efforts as well as recent conversations with interested developers. CDD Schroeder also noted that the City recently did receive back a phase 2 report that was conducted on the site that was conducted through the City EPA Brownfield Site Assessment Grant.

General discussion ensued about the future of the development site, surrounding developments, and the timing of the sites.

No action was taken – staff to continue to have conversations with interested parties as they arise.

4. Lot 4 Province Terrace (1100 Province Terrace) – Marketing

CDD Schroeder provided an overview of the memorandum. Currently the site is zoned commercial and listed through a commercial listing agency, but has had little interest. Due to the increased in housing demand, the size of the site, as well as the proximity to other residential properties, staff wanted to bring forward the discussion of marketing the site for sale as a single family residential use.

General discussion ensued regarding transition, the fire station, environmental constraints, price of the lot, listing contracts, zoning classification, and process.

Coenen motion to direct staff to cancel the listing agreement for Lot 4 of Province Terrace and engage local residential home builders in their interest to acquire the site. The motion was seconded by Golden.

Discussion ensued in regards to the process specifically to the zoning classification and whether the RDA should proactively rezone the property to residential. Ultimately, general consensus was to leave the zoning classification as commercial and work with any interested parties to include this as part of a contingency.

The motion was approved.

5. Set Next Meeting

The next meeting was set for June 27, 2023

G. ADJOURNMENT

Aldersperson Nichols made a motion to adjourn the meeting at 5:51 PM. The motion was seconded by Vanderlinden. The motion carried.

Minutes respectfully submitted by CDD Schroeder



July 28, 2023

**To: Elizabeth Ringgold
NAI Pfefferle**

Property Address: (1.46 ac – Parcel 7-00001-11) 1133 Oneida Street, Menasha, WI

Dear Elizabeth,

This Letter of Intent confirms that the undersigned, CMK PROPERTIES, LLC, a Tennessee limited liability company on behalf of an entity to be designated by them (“**Purchaser**”), is interested in acquiring the Property (fee simple), from the owner thereof (“**Seller**”), upon and subject to the following general terms and conditions:

1. Purchase Price: The purchase price of the Property (the “**Purchase Price**”) shall be \$126,847.00.
2. Method of Sale: Cash upon closing.
3. Deposit: Within 5 business days after full execution of a purchase agreement memorializing the transaction contemplated herein (the “**Purchase Agreement**”), the sum of \$10,000.00 (the “**Deposit**”) shall be deposited by Purchaser into escrow with a title insurance company to be selected by Purchaser (the “**Title Company**”). The deposit becomes non-refundable but applicable to the Purchase Price after the Contingency Period or any extensions thereof.
4. Title: Seller shall furnish to Purchaser, at Seller’s cost and expense, a current title insurance commitment (the “**Title Commitment**”) for the Property (and the title policy subsequent to Closing) issued by the Title Company in the amount of the Purchase Price. The final legal description of the Property shall be determined by the survey, if any, obtained by Purchaser.
5. Due Diligence: Purchaser shall have a 120-day due diligence period (the “**Contingency Period**”) to (a) inspect and satisfy itself with all elements of the Property, and (b) obtain all necessary approvals (the “**Approvals**”) from the applicable governmental authorities for Purchaser’s intended use of the Property. Notwithstanding the foregoing, Purchaser may extend the Contingency Period by two (2) additional thirty (30) day periods (the “**Extension Periods**”) for \$5,000.00 (“**Extension Fees**”) by providing written notice to Seller that Purchaser is extending the Contingency Period (the “**Extension Notice**”) prior to the expiration of the contingency period. The Extension Fee is refundable and applicable to the Purchase Price.
6. Cooperation of Seller: From and at all times prior to the Closing, Seller agrees to fully cooperate with and assist Purchaser in obtaining the Approvals.
7. Seller Documents: Within 3 business days after full execution of the Purchase Agreement, Seller agrees to deliver to Purchaser for Purchaser’s use, and at no charge to Purchaser, copies of all documents in Seller’s possession or control with respect to the Property or Seller’s use thereof, and such other information and documents as may be reasonably requested by Purchaser.

8. Closing: The closing of the subject transaction (the “**Closing**”) shall occur not later than 30 days after the expiration of the Contingency Period or any extensions thereof and the satisfaction of all other conditions to closing.
9. Closing Costs: Closing costs and prorations shall be allocated per local customs and defined in the Purchase Agreement. Buyer and Seller will be responsible for their own legal fees.
10. Intended Use: Purchaser intends to develop the property for traditional retail.
11. Confidentiality: The terms and conditions of this Letter of Intent are confidential and may not, be communicated or disclosed by either party hereto, except to such party's attorneys, accountants and representatives who have an actual need to know such terms and conditions for the purposes contemplated herein, but only on the condition that all such persons agree to be bound by these confidentiality provisions.
12. Broker Commission: Seller shall pay CMK Properties a \$10,000.00 broker fee at closing.
13. Time is of the Essence: This offer shall expire at 6:00 P.M. Central Time on Wednesday, August 2nd, 2023.

The foregoing is intended to provide a general outline of the basic terms and conditions upon which Purchaser would be willing to acquire the Property. It is understood that the Purchase Agreement shall be subject to approval by all parties. Except for the provisions of the following paragraph, no party shall be bound to any agreement unless and until a Purchase Agreement, approved by counsel for all parties, has been executed by all parties.

The parties agree to negotiate in good faith to attempt to finalize and enter into a Purchase Agreement within 45 days on the terms and conditions set forth above. Seller agrees not to negotiate with third parties or accept any so-called “back-up offers” during the term of this Letter of Intent.

If the foregoing terms and conditions are acceptable, please so indicate by signing this Letter of Intent in the space provided below and returning the same to the undersigned as soon as possible. Upon our receipt thereof, I will have our attorney prepare a draft of the Purchase Agreement for your review and comments.

Thank you for your consideration of this proposal. We look forward to working with you on this transaction.

Sincerely,

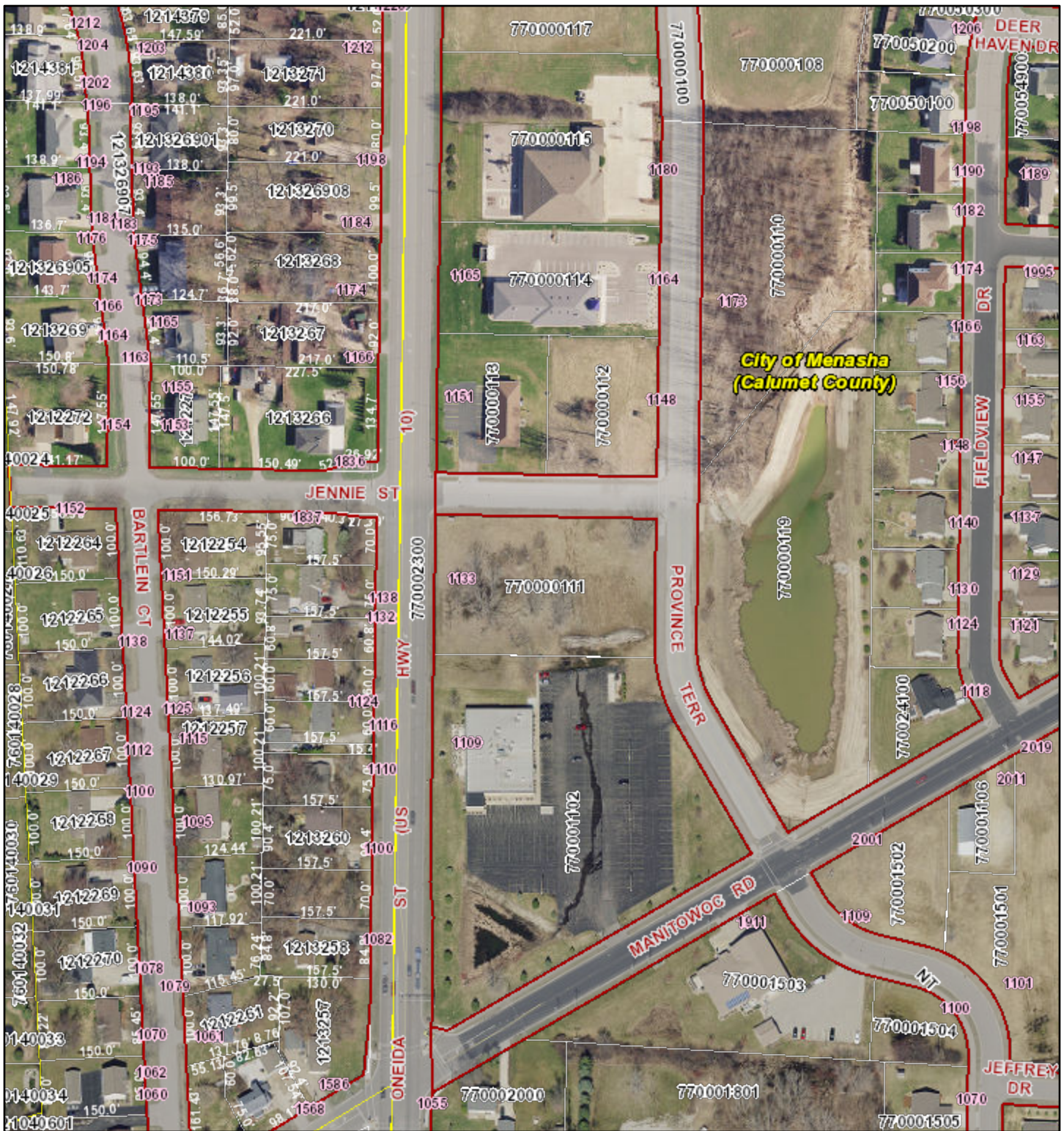
CMK PROPERTIES, LLC

By: 
Name: Kim McAfee
Its: SVP

Agreed to and accepted by Seller:

Dated: _____, 2023

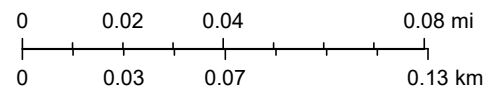
Site Map



7/29/2023, 12:30:52 PM

1:2,423

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



Winnebago County GIS, Imagery Date: April 2020