

AGENDA

NEENAH COMMUNITY DEVELOPMENT AUTHORITY

Monday, September 28, 2020

4:00 P.M.

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur at a virtual location accessed by conference call. CDA members and the public should use the following call-in information:

Web Link: <https://global.gotomeeting.com/join/685967133>

Conference Telephone Number: +1 (646) 749-3122

Access Code: 685-967-133

1. Approval of September 15, 2020 meeting minutes.
2. Approval of April 8, June 22, July 13 and September 15, 2020 closed session meeting minutes.
3. Public Appearances (Ten minutes divided among those wishing to speak on topics pertinent to the Community Development Authority).
4. Consideration of a Memorandum of Understanding between Neenah Gateway Plaza, the City of Neenah and the CDA regarding a public ice skating rink outdoor gathering place on Site 2 in downtown Neenah.
5. Consideration of a lease agreement between the City of Neenah and the CDA to allow for the city to lease Site 2 in downtown Neenah from the CDA.
6. Consideration of the renaming of Gateway Plaza to Gateway Park.
7. Adjournment.

**Neenah City Hall is accessible to the physically disadvantaged.
If special accommodations are needed please contact the
Department of Community Development Office
at 886-6125 at least 24 hours in advance of the meeting.**

**Community Development Authority of the City of Neenah
September 15, 2020 - 4:00 PM**

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on www.gotomeeting.com.

Present: Board Members: Ald. Cari Lendrum, John Ahles, Tom Martin, Pete LeCompte, Grant Birtch and Ald. Marge Bates. Also Present: Executive Director Chris Haese, Office Manager Samantha Jefferson and John Skryms (Historic Neenah Properties).

Approval of July 13, 2020 meeting minutes:

MSC Lendrum/Bates, the CDA to approve the meeting minutes of July 13, 2020. All voting aye.

Public Appearances will be added back onto the agenda for future meetings.

Update on Downtown Developments:

The Site 1 mixed-use project (corner of Church Street and Wisconsin Avenue) will begin construction in Spring 2021. Borings and geotechnical work has started. The developer expects this construction to last approximately twelve months. The CDA was awarded the WEDC CDI grant (\$250,000) to help with the costs of the project.

The Site 6 multi-family project (corner of Main Street and Millview Drive) will begin construction in October. This will be an 18 month construction project. Utility work will be started within the next few weeks to relocate sewers, We Energies will be relocating a power pole and AT&T will be relocating 2 fiber lines and a copper line. The cost to relocate the sewers will be approximately \$304,000. Staff has applied for a WEDC Idle Sites grant for this project in the amount of \$103,000.

Member Martin pointed out that it is very fortunate that these projects are still active during this uncertain time. John Skryms (Historic Neenah Properties) expressed his support and congratulations for the Site 1 project. He complimented the collaboration efforts of those involved and said that he agrees with the notion that a vital downtown cannot exist unless people are living there.

Member Lendrum asked if there were additional concerns about parking relative to these projects. Director Haese said that in general he does have concerns about parking in the downtown. However, for the Site 1 project, he believes they are providing more spaces than they will need and the development agreement allows for more spaces in the ramp if needed. The ratio at Site 6 is a little tighter but he thinks it is going to work out.

The Committee will convene into closed session pursuant to Wis. Stat. Sec. 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing or public funds, or conducting other specified public business, whenever complete or bargaining reasons require a closed session relating to the development and construction of a downtown community amenity:

MSC Lendrum/Ahles, the CDA to convene into Closed Session. All voting aye.

The Committee will reconvene into open session:

MSC Lendrum/Birtch, the CDA to convene into Open Session. All voting aye.

Announcements and Future Agenda Items: None.

Adjournment: The meeting was adjourned at 4:45 p.m. MSC Lendrum/Ahles. All voting aye.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Samantha Jefferson".

Samantha Jefferson
Office Manager, Community Development

Community Development Authority of the City of Neenah
Executive Session
April 8, 2020
4:15 PM

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on www.gotomeeting.com.

Present: Board Members: Tom Martin, Grant Birtch, Pete LeCompte, John Ahles, Michelle Bauer, Ald. Cari Lendrum, and Ald. Marge Bates. Also Present: Executive Director Chris Haese and Community Development Office Manager Samantha Jefferson.

The Community Development Authority may convene into Closed Session pursuant to Wis. Stats. Sec. 19.85(1)(e) to review possible development proposals in the Glatfelter Redevelopment Area:

MSC Lendrum/Bates, the CDA to convene into Closed Session. All voting aye.

Draft Development Agreement – Tadych Investments – Multi-Use, Six Story Building

Director Haese began by discussing the development agreement between the CDA and Tadych Investment Partners, LLC. The CDA reviewed a draft of this development agreement in July. Director Haese explained that this new draft is not extensively different than the previously viewed draft except for the environmental portion of the document. One other change deals with the retail space on the first floor. Until recently, a market was planned for that space. Unfortunately, the market was determined to be economically infeasible. The building will still be six floors with 5,000 square feet of retail space on the bottom floor. The back half of the first floor will be space for the parking mechanisms. Floors 2-6 will consist of 1 and 2 bedroom apartments with some 3 bedroom units.

Director Haese has been continuing to work with each partner needed for the materialization of this development – Plexus Corp., Tadych Investments and a Community Benefactor along with the City and the CDA. Due to the COVID-19 Pandemic, discussions with Plexus Corp. have been brief. The Community Benefactor has also been pulled in other directions since the outbreak and has not engaged in extensive discussions regarding the development.

It is expected that the construction of the multi-use building may begin yet in 2020. The City's total contribution for developer costs will be limited to a maximum of 22.5% of the tax incremental value of the development or \$1,750,000, whichever is less, plus interest. That payout would occur over 16 years. A \$250,000 WEDC grant was obtained by the City and will help to offset some of these costs.

Member Martin questioned what thoughts Plexus Corp. may be having about the development now that the market will not be included. Director Haese explained that they may be disappointed as the market would have benefitted employees at the headquarters building as opposed to another use. The developer of the project is still open to the market being an option for the space but would need to fill the financial gap. Director Haese expressed that the market was an excellent piece of the project but the residential need of the downtown is the key factor of the development. Member Martin agreed that an increased number of residential units in the downtown would be needed before a market may thrive.

Member Martin also asked if financial aspects of this project have changed due to the pandemic. Director Haese has kept in close contact with the developer who has said that the ability to secure financing for the project may not be as clear as it was a year ago. Director Haese said that Plexus Corp. has also spoken to him about this concern.

Member Birtch mentioned that the development agreement says that the ground floor will be for commercial use. He questioned what ability the City would have to dictate what goes into that space. Director Haese can speak with the developer to determine if he would be willing to further define "commercial" to allow more of a retail-use.

Member Bates asked if the cost of the land was determined as the City will be transferring the rights of the land for \$1. Member Birtch recalled that at a previous meeting, the land value may have been determined at around \$70,000. Director Haese explained that the land would not transfer due to issues with the VPLE. The value of the property will continue to be \$0 but the City assessors will determine value and the City will issue a rent payment in lieu of a tax bill.

Member Ahles asked if the condition of the land would create additional construction costs as opposed to a typical Greenfield site. Director Haese said that the value of this land is not equal to normal construction situations due to

environmental considerations. If additional costs are incurred because of low soil amounts and issues with the pilings, that cost would be covered by the developer. However, if additional costs are incurred due to the need of a thicker slab, the CDA would be responsible for those costs. Once the building is in place, the parties could move forward with the VPLE and would cover everything except PFAS - detecting or finding evidence of PFAS with a building over the area would be difficult.

Member Bates voiced her concern that there is not a financial cap on investigation and remediation costs that the City may incur. Director Haese pointed out that the site is closed which lessens the risk the City may face but that risk is still there. At the point that contaminants would be found, the City could not back out of the agreement. Currently, there is a 2' clay cap with topsoil over the cap on this site. The pilings needed would drive through this clay cap and other portions would be excavated. If contaminated soil is found, that soil will need to be moved and costs will be incurred. The plan would be to move the soil to Arrowhead Park and cap it there. This was done when the clinic was constructed and the costs were around \$30,000 (dollars have already been allocated in the City's budget for this project). The racking system that will be used for parking will lower the costs of this as opposed to the initially suggested underground parking. Borings would only slightly affect the cap.

Member Martin confirmed that Director Haese received the information that he needed from the group. Director Haese will review the comments the CDA made and confer with the developer. A final draft will be brought back to the CDA when it is prepared.

Additional Updates

The CDA purchased Loren's Auto Recycling in the Industrial Park. The previous owner will have until November 2020 to remove the vehicles from the lot. The City will be applying to the State of Wisconsin for a grant to allow for Phase II work to begin on that site.

The proposed project on Site 6 is very close to having a completed development agreement. Construction may begin on this project in 2020. Financing challenges may arise due to the pandemic but has not been seen as of yet. Member Martin asked if development agreements for projects would need to be extended. Director Haese said that he is not worried about extending the agreements at this point as the City is fully committed to these projects. The CDA may be called for another meeting in the coming weeks as this development agreement reaches its final drafts.

Member Birch asked about the status of the skating rink. Director Haese is continuing talks with the developer but the pandemic has caused this to be put on hold while other situations are dealt with on the developer's end.

Adjournment: The meeting was adjourned at 4:45 p.m. **MSC Lendrum/Bates. All voting aye.**

Respectfully Submitted,



Samantha Jefferson,
Office Manager, Community Development

Community Development Authority of the City of Neenah
Executive Session
June 22, 2020
4:05 PM

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on www.gotomeeting.com.

Present: Board Members: Tom Martin, Grant Birtch, Pete LeCompte, John Ahles, Ald. Cari Lendrum, and Ald. Marge Bates. Also Present: Executive Director Chris Haese, Deputy Director Schmidt and Community Development Office Manager Samantha Jefferson.

The Community Development Authority may convene into Closed Session pursuant to Wis. Stats. Sec. 19.85(1)(e) to discuss bargaining strategy relating to development agreements for developments in the Glatfelter Redevelopment Area:

MSC Lendrum/Bates, the CDA to convene into Closed Session. All voting aye.

Draft Development Agreement – T. Wall Enterprises – Multifamily, Four-Story Building

Director Haese began by discussing the development agreement between the CDA and T. Wall Enterprises. This development will be for Site 6 of the Glatfelter Redevelopment site. The overall project includes the construction of a four-story multifamily building at the corner of Millview Drive and Main Street (Ascension parking lot) with approximately 71 market rate residential units. On-site parking will be provided on a ratio of one space per unit with most being located underground. With approval of the development agreement, the project planning will be completed with a planned construction start date of fall 2020. Construction is expected to take 18 months and occupancy will begin in spring 2022.

The developer will guarantee an assessed value of \$12,667,000 on the completed project and has the option of providing a PILOT if needed. A land lease will be maintained on the property until the property can be transferred to the developer for \$1. The CDA will be responsible for environmental investigation, remediation and permitting required of the project.

The CDA/City will provide a development incentive of 30.8% of the incremental value of the project (to a maximum incentive of \$3,900,000). No interest will be paid with this agreement. The development incentive will be calculated based on 90% of the incremental tax revenue from the project.

The CDA will be responsible for costs associated with relocation of an existing storm sewer, sanitary sewer and other private utilities. The cost of this work is estimated at \$300,000 - \$400,000 and has been budgeted for with funding from TID #8 capital improvements budget. The agreement also calls for the continued implementation of the Arrowhead Park Improvement Plans.

The CDA will be responsible for finding a suitable location for the relocation of the 50 parking spaces per the existing development agreement with Ascension. The Millview Lot across the street has been proposed for the relocation.

The development agreement also provides for an option to two adjacent development sites as well as a prohibition of other residential developments on City owned properties within a ½ mile of the project until February 2023. An exception to this is the expected project that will be located on the corner of Wisconsin and Church.

Member Lendrum questioned the parking ratio that the developer plans for on-site parking. The development agreement calls for one space per unit on-site. Director Haese explained that the developer was comfortable with that ratio. Other areas will need to be considered for additional parking (possibly the Presbyterian lot or the ramp).

Members asked what other projects this entity has developed that may be similar to the proposed project. The City Deck in downtown Green Bay is comparable to the proposed project.

Member Martin discussed Article 3, Paragraph 3.1. He specifically mentioned the financing structure that detailed “Developer Costs.” He wanted to clarify that the CDA would not be contributing to the developer’s profit. Director Haese will look into this.

Member Martin also questioned who would be at risk for developer costs if this project fails before development occurs. Director Haese pointed out that the CDA will be making the \$300,000 – 400,000 commitment to relocate utilities before there will be a bank commitment. However, those utilities will need to be moved for the site to be viable for any project. The money has been budgeted and the work will need to be done regardless of what project may be successfully developed on the site.

Member Bates discussed TIF #8 and asked how the TIF incentive would be paid out if the TIF closes before the incentive costs have been met. Director Haese spoke with Director Easker and Director Easker confirmed that an account would need to be set up and maintained with sufficient funds to cover that payment.

CDA members brought up the stipulation that the Arrowhead Park Improvement Plan continue to be implemented and specifically what this means for different milestones the developer expects. Director Haese explained that this schedule is being met if the completion of the trestle trail is considered.

Member LeCompte asked when this project will become public. Director Haese explained that if the CDA is agreeable to this agreement, they would need to return to open session to vote for their approval. It is then that the project would no longer be confidential.

Member Bates asked if there was concern surrounding the exclusivity clause. Director Haese explained that it is in no one's best interest for several hundred residential units to flood the market all at once. Especially in a market that has not been tested. Also, projects of this magnitude take months and years to come to fruition. We could begin the early stages of the project during the exclusivity period and not sign an agreement until it is over. The developer of this project is aware of the other project planned for the corner of Church and Wisconsin. Member Ahles asked about other properties within the ½ mile exclusivity area and specifically mentioned land that the railroad used to own. Director Haese said this site is a possibility for a project but would need additional land assemblage.

Member Bates questioned if the CDA was given a certificate of closure for this site from the DNR. Director Haese explained that nothing has changed with that situation in over a year. The DNR is still figuring out how to deal with PFAS especially when it is also involving a VPLE.

MSC Lendrum/Birtch, the CDA to reconvene into open session to consider action on development agreements for the redevelopment of the PH Glatfelter Redevelopment Area. All voting aye.

Respectfully Submitted,



Samantha Jefferson,
Office Manager, Community Development

Community Development Authority of the City of Neenah
Executive Session
July 13, 2020
4:05 PM

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on www.gotomeeting.com.

Present: Board Members: Grant Birtch, Michelle Bauer, Pete LeCompte, Ald. Cari Lendrum, and Ald. Marge Bates. Also Present: Mayor Dean Kaufert, Executive Director Chris Haese and Community Development Office Manager Samantha Jefferson.

The Community Development Authority may convene into Closed Session pursuant to Wis. Stats. Sec. 19.85(1)(e) to discuss bargaining strategy relating to development agreements for developments in the Glatfelter Redevelopment Area:

MSC Lendrum/Bates, the CDA to convene into Closed Session. All voting aye.

Master Amendment to Plexus Agreement:

In order for the development of Site 1 to proceed, an agreement was needed to be made with Plexus Corporation for the release a deed restriction created in a previous agreement that limits the height of buildings on Sites 1-3 of the Glatfelter Redevelopment to a maximum of two stories. Plexus has agreed release the height restriction and asked that other components be added to the agreement. They are the following:

- 1) Plexus would allowed to maintain the public greenspace to the north of their GHQ. The Park and Recreation Department has been consulted and does not take issue with this. All changes must be approved by the City.
- 2) The previous agreements between the CDA and Plexus for the development of Sites 1-3 will be null and void and the construction shortfall payments will cease.
- 3) The original Development Agreement with Plexus provided for an expansion area between the GHQ and Gateway Plaza. If this area was not built upon by a certain date, the CDA could market this land for other development. Under this new agreement, the property would become part of the Plexus land lease and property transfer with no additional requirement for construction. Plexus will provide the CDA a one-time payment of \$75,000 in consideration of this. This land lease is perpetual. The reason this land hasn't been transferred is because of the environmental issues that exist. Member Bates asked if this expansion area would be too small for the expected community amenity. Executive Director Haese explained that while the community amenity may have room on this spot, you would then prevent Plexus GHQ from ever being able to expand. Any expansion plan from Plexus would require approval through the Plan Commission.
- 4) Plexus is requesting that Site 3 (immediately in front of the GHQ) be included as part of the land lease and property transfer. In consideration of this, they will provide an annual payment of \$20,000 for the next 11 years to be put towards the maintenance and

operations of the future amenity anticipated for Site 2. These funds will be placed in a segregated “Community Amenity Fund” that would be city controlled.

CDA members questioned if Plexus could build on Site 3 under this agreement.

Executive Director Haese said they could but it is unlikely that they will. They are not prevented from selling site 3 under this agreement.

- 5) The original Development for the GHQ required the CDA to provide Plexus an additional 100 parking spaces. To date, 26 spaces have been provided leaving a 74 space commitment. This new agreement commits the CDA/City to provide these spaces in the following timeline: 10 spaces by August 1, 2020, 40 spaces by August 1, 2021, 24 spaces by August 1, 2022 and an additional 50 spaces sometime after August 2022. It is the intent of the CDA that those additional 50 spaces will be charged to Plexus at market rate.

Members asked about the community amenity and when construction will begin. Executive Director Haese explained that when the health crisis began, the developer of the ice rink wanted to hold off due to economics and from a PR perspective. More recently, the developer has expressed wanting to begin the project in Spring 2021 for an opening date around Thanksgiving of 2021. Member Birtch asked if Plexus has seen the plans for the community amenity and are they agreeable to the idea. Executive Director Haese said they have seen the plans and like the project idea. Plexus does not have veto power in regards to development on the sites (except for the height restrictions that will still remain on Sites 2 & 3). In their original development agreement, it does require that we keep Plexus posted on developments in those areas. Member LeCompte asked about a likely limited laydown area since the project on Site 1 and the community amenity will be being developed at the same time. Executive Director Haese has been speaking with Kimberly-Clark about potentially using some of their land. The first step in working with this issue it to figure out what needs each development will have for laydown area.

Member Bates asked if the developers of Sites 1 & 2 have a professional relationship at this point. Executive Director Haese explained that they are aware of each other’s projects and have been working toward those goals. They are not contractually obligated in any way.

Parking was discussed. The companies that utilize the most parking are billed monthly for parking spaces. There is money budgeted in the CIP for a parking structure in the downtown. Executive Director Haese says that this may get us to even in regards to the number of parking spaces needed in the downtown. Member Lendrum asked if Executive Director Haese has reached out to companies about what their parking needs will be during/after the health crisis. Executive Director Haese did reach out to Alta but hasn’t heard back. He spoke with Plexus and Bergstrom and both expect workers to return to the buildings. He has not reached out to ThedaCare at this point.

Members asked what could happen to the agreement if Plexus were to sell to another company. The Agreement would still need to be upheld and the \$20,000/year pledge would still need to be met – the new owner would assume responsibility.

Draft Development Agreement – Tadych Investment Partners, LLC – Six-Story, Mixed-Use Building:

This development will occur at the corner of Church Street and Wisconsin Avenue. All involved in this development, including the CDA, developer, developer of the community amenity, owners of the proposed market, and Plexus have been working on this for two years. Many reiterations of the building plans were developed in an effort to bring a community market as the retail tenant on the first floor while continuing to maintain sufficient space for an adjacent community amenity. Unfortunately, the market will not be part of the development at this time. The future commercial tenant is current unknown. The project is a six-story mixed-use building with approximately 38 residential units on floors 2-6 and approximately 5,000 square feet of retail on the ground floor. Parking will not be underground but in the interior of the building with more than 40 spaces available in a unique racking system. Ground breaking is anticipated for spring 2021 and occupancy should begin in spring 2022. The agreement includes the primary components:

- 1) The Developer will guarantee an assessed value of \$7 million on the completed project and will provide a PILOT if the value is less than the guaranteed value. This is considerably higher than what was estimated which was originally \$6 million. This was downgraded to \$4 million at one point.
- 2) A land lease will be maintained on the property until such time the property can be transferred to the developer for \$1. Since the land will be leased at this time, the developer will pay a payment in lieu of property taxes on the land. Mayor Kaufert asked if the states formulas will make this payment less than property taxes would be. Executive Director Haese said possibly but not by much. While the property is leased, the lease payment will go entirely to the City. The City and other taxing entities will get value from the rest of the project. The land will be transferred once liability clarification is obtained from the WDNR.
- 3) The CDA will be responsible for any environmental investigation, remediation and permitting required of the project. It is expected that adaptive reuse will take place on Arrowhead Park.
- 4) The CDA/City will provide a perpetual license for up to 20 parking permits in the Church Street Ramp to development tenants. Tenants will be required to pay market value fees for the permits.
- 5) The CDA/City will provide a development incentive of 22.5% of the incremental value of the project to a maximum incentive of \$1,750,000.
- 6) The development incentive will be paid over a maximum of 19 years and prepayments of up to \$250,000 can be paid in years one through five of the development. The CDA was successful in receiving a \$250,000 grant from the WEDC for this project and those funds will be applied towards the city's costs for this project.
- 7) The development incentive will be calculated based on 90% of the incremental tax revenue from the project.
- 8) An interest rate of 5% or the rate of the developers financing, whichever is less, will be paid on the incentive amount.

Member Bates asked what would be required of the City should the TIF district close before all to the incentive payments have been made. Director Haese explained that a fund would need to be created so that if the district closes, the city would still have the amount it needs to make the incentive payments.

Member Birtch asked if the retail portion would be responsible for BID assessment fees. They will be assessed BID assessment fees.

Member LeCompte asked that section 4.4.3 be struck from the agreement since the site described will not be used for laydown area.

MSC Lendrum/Birtch, the CDA to reconvene into open session to consider action on development agreements for the redevelopment of the PH Glatfelter Redevelopment Area. All voting aye.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Samantha Jefferson".

Samantha Jefferson,
Office Manager, Community Development

Community Development Authority of the City of Neenah
Executive Session
September 15, 2020
4:20 PM

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on www.gotomeeting.com.

Present: Board Members: Grant Birtch, Tom Martin, John Ahles, Pete LeCompte, Ald. Cari Lendrum, and Ald. Marge Bates. Also Present: Executive Director Chris Haese and Community Development Office Manager Samantha Jefferson.

The Committee will convene into closed session pursuant to Wis. Stat. Sec. 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing or public funds, or conducting other specified public business, whenever complete or bargaining reasons require a closed session relating to the development and construction of a downtown community amenity:

MSC Lendrum/Ahles, the CDA to convene into Closed Session. All voting aye.

Downtown Community Amenity

The CDA has been aware of this project for quite some time but has not seen any sort of conceptual plan. Executive Director Haese explained the specifics of the Memorandum of Understanding (MOU) which the CDA will be party to as the CDA owns the land. The MOU will codify an agreement between the parties that would culminate in the construction of a public ice rink/outdoor gathering area that will be given as a gift to the City. The focus of the MOU, among other things, is to outline exactly what operational responsibility will be. He wanted to bring this to the CDA and to the Common Council now before too much money was spent with the designing engineering firm. This will go before Council on September 16, 2020.

The proposed facility will be located on Site 2 of the PH Glatfelter Redevelopment, adjacent to the mixed-use development on Wisconsin Avenue and the Plexus Lawn. In addition to the rink, the project would provide buildings for concessions, stake rental, rest rooms, equipment storage and a Zamboni garage. The dimensions of the mechanically cooled rink will be 59x122 (the exact dimensions of Rockefeller Center).

The developing entity will operate the rink for at least five years with an option to renew up to 2 times for an additional five years each. Construction would begin in spring 2021 and the facilities would be operational by fall/winter 2022. In the summer months, the rink area would be a hard-surface venue.

While there will be no increment for this site, the original incremental projection for Sites 1-3 was \$7 million. The mixed-use development on Site 1 well exceeds the \$7 million planned for all three sites. Also, Plexus will be providing \$20,000/year for 11 years to be held in a segregated city account for maintenance when the city eventually takes over operations.

Executive Director Haese also pointed out the letters of support that were sent to the CDA members including letters from Kimberly-Clark, Plexus, Alta and even the Green Bay Packers.

Neenah Gateway Plaza (NGP), the group developing the project, has proposed the name of the facility be “The Plaza at Gateway Park.” Since the area between Ascension and the Plexus Lawn is currently titled “Gateway Plaza,” staff will be recommending changing the name of Gateway Plaza to “Gateway Park.” This name change will be brought to the CDA for action.

Member Bates asked if in the future it would be a possibility for the CDA to give the land directly to the city. Executive Director Haese suggested that due to the environmental concerns that may affect the property, the CDA acts as a buffer for the city. Because of this, the CDA will remain as the landowner for the foreseeable future.

Members asked if private events would be held on the premises and what insurance this would require. Executive Director Haese will look into this.

Member Birtch recalled at one point some members questioning whether or not this is the highest and best use for the site. Executive Director Haese said that if in several years the project does not appear to be working for the site, the city could decide to go a different direction with the property. Executive Director Haese also said that while he was excited about the project when it was first mentioned, his enthusiasm has even grown more as he has talked with other communities and entities around the country with this type of facility. Those facilities reported that the projects were well received by their communities. One thing he was very interested to learn was that facilities reported that 80% of their visitors were first time skaters.

Members asked about the cooling elements of the rink and questioned if this could be an environmental hazard. Executive Director Haese did know that the tubes will be encased in concrete to eliminate a leak into soil. He will check on more specifics of the precautions that will be taken and report those back to the CDA.

Member Bates mentioned the windiness of that particular area of the downtown and suggested the developer or city consider putting some extra wind buffers into place.

Member Martin asked about the feasibility of using this as a venue in the summer. Executive Director Haese said that it was the intent and the design allows for its use for general activities when the ice isn't there.

Member Bates asked if Executive Director Haese felt that parking would be a problem. He has not done the estimates but does not feel it will be an issue. The rink will probably see peak usage after 4:00 p.m. and there will be availability in the parking ramp for parking at that time. There will be handicapped access at the front end of the project.

Member Bates asked if alcohol will be allowed in the facilities. Executive Director Haese said that since this is not park land and not considered to be a park, alcohol could be served at the facility.

Member Martin commented that amenities attract additional businesses to the downtown area. This in turn attracts those who want to live in the downtown. He feels that the community is very fortunate to be seeing an amenity like this become a realization.

Executive Director Haese will bring the MOU and re-naming consideration back to the CDA within the next few weeks.

The Committee will reconvene into open session:

MSC Lendrum/Birtch, the CDA to convene into Open Session. All voting aye.

Respectfully Submitted,



Samantha Jefferson,
Office Manager, Community Development



M E M O R A N D U M

DATE: September 23, 2020
TO: Chairman Martin, and CDA Members
FROM: Chris A. Haese, CDA Executive Director
RE: **Downtown Amenity Memorandum of Understanding**

Attached for your review and consideration is a Memorandum of Understanding (MOU) between the City, the CDA and Neenah Gateway Plaza (NGP). The MOU will codify an agreement between the parties that would culminate in the construction of a public ice rink/outdoor gathering area that will be given as a gift to the City. The proposed facility would be located on Site 2 of the PH Glatfelter Redevelopment, adjacent to the recently announced mixed-use development on Wisconsin Avenue and the Plexus Lawn. In addition to the mechanically cooled rink, the project would provide buildings for concessions, skate rental, rest rooms, equipment storage and a Zamboni garage with a Zamboni. The attached rendering provides a conceptual picture of how the facility may look.

The intent of the MOU is to provide NGP sufficient confidence that the City and CDA are supportive of the project prior to making significant investment in the design of the amenity. The primary items within the MOU include the following:

- NGP would construct the amenity and all ancillary items.
- Upon completion, the amenity would be given to the City at no cost and with no outstanding obligations.
- NGP will lease the amenity from the City and agree to operate it annually for at least five years.
- NGP will assume all costs and revenues from the amenity during the term of their lease.
- Detailed items such as hours of operation, alcohol on the site and services to be provided are noted in the MOU as well. These would be included and refined as part of the proposed facility lease.
- Construction on the project would begin in spring 2021 and operational by fall/winter 2022.
- The MOU recognizes that a number of items will need to be clarified and detailed within a binding lease agreement which will be in place prior to the opening of the facility.

The primary items of interest in the proposed MOU is the provision which calls for the CDA to lease Site 2 to the City for a period of 99 years. This would allow the City to accept the gift of the improvements and in turn lease the improvement to NGP for a period of five to fifteen years, at which time the City would take over the operational responsibility for the facility.

The Neenah Common Council and NGP have already reviewed and approved the document.

Appropriate action at this time is to approve the Memorandum of Understanding between the CDA, City of Neenah and NGP which will provide the lease of Site 2 of the Glatfelter Redevelopment to the City, and further facilitate the development of The Plaza and Gateway Park.



“THE PLAZA”

September 24, 2020 – Page 3

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is executed this ____ day of August 2020 by and among Neenah Gateway Plaza (“NGP”), the City of Neenah (“City”) and the Neenah Community Development Authority (“CDA”).

WHEREAS, NGP desires to add to the beautification of Downtown Neenah by constructing and donating to the City a public ice skating rink outdoor gathering place, related buildings and landscaping as shown generally on the Master Plan attached hereto as Exhibit A and incorporated herein by this reference (hereinafter referred to as “Gateway Plaza”); and

WHEREAS, CDA is the owner of certain land located on Wisconsin Avenue in Downtown Neenah, Wisconsin as shown on Exhibit B attached hereto and incorporated herein by this reference (the “Land”) on which NGP desires to construct Gateway Plaza, and CDA would agree to lease the land for Gateway Plaza to the City for the sum of one dollar (\$1.00) per year as set forth herein; and

WHEREAS, NGP agrees to operate and maintain Gateway Plaza for the City for a period of at least five (5) years following the donation of Gateway Plaza to the City; and

WHEREAS, City would agree to accept the donation of Gateway Plaza, lease the Land from CDA, and contract with NGP to operated Gateway Plaza pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Memorandum and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties set forth their understanding as follows:

1. NGP agrees to the following with respect to Constructing and Donating Gateway Plaza:
 - a. NGP will build Gateway Plaza in a first-class manner including the ice rink, related buildings, outdoor seating, and landscaping as shown on Exhibit A. NGP estimates the cost of construction to be between \$4M and \$5M.
 - b. NGP agrees to pay or find additional donations to pay for all costs necessary to complete said construction prior to donating Gateway Plaza to the City.
 - c. NGP plans to commence construction by March 1, 2021 and to complete construction of Gateway Plaza by October 1, 2021.
 - d. Upon completion, NGP will donate Gateway Plaza to the City free and clear of any encumbrances or claims related to the construction (the “Donation”)

2. NGP agrees as follows with respect to Operating Gateway Plaza:
 - a. NGP will contract with the City to operate Gateway Plaza for a period of five years from the date of the Donation (“Initial Operating Term”). NGP will have the option to extend its operating contract with the City for two subsequent fiveyear terms following the end of the Initial Operating Term (“Renewal Terms”).
 - b. NGP will cover all costs related to operation during the Initial Operating Term or any Renewal Term, including, but not limited to: staffing, skate

- rental and other businesses, utilities, ice formation and cleaning; along with maintenance of all buildings, grounds, and equipment.
- c. Any revenue generated by Gateway Plaza during the Initial Operating Term or any Renewal Term will belong to NGP to be used to offset operating costs.
 - d. NGP plans to create and execute an operating plan for Gateway Plaza during the Initial Operating Term or any Renewal Term with the goal of an annual operating budget that would break even or at worst generate a loss no greater than the cost to operate a like-size and functioning public park or space (i.e., Whiting Boat House, Neenah Pool, Shattuck Park) elsewhere in the City of Neenah.
3. CDA agrees to lease the Land to the City for one dollar (\$1.00) per year for ninety-nine (99) years or until the City decides to sell Gateway Plaza.
 4. City agrees to the following with respect to NGP as builder and donator, and with respect to NGP or successor operators (collectively "Operator") with respect to operations:
 - a. City agrees to work through the process to provide all approvals necessary for NGP to commence and complete construction and to assist with obtaining permits necessary to operate Gateway Plaza.
 - b. City will allow Operator to have access at all times over city streets and public driveways as necessary to operate Gateway Plaza.
 - c. City will allow lights and music to be played in Gateway Plaza between the hours of 9:00am and 9:00 pm.
 - d. City will indemnify Operator related to members of the public using Gateway Plaza, except for acts of negligence by the Operator. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit the City's and CDA's ability to assert any immunities afforded municipalities under Wisconsin law.
 - e. City will allow the consumption of Alcohol at Gateway Plaza by special permit and approval of the City Council.
 - f. City will allow Operator to conduct various businesses in the buildings and on the grounds of Gateway Plaza, including: skate rental, coffee shop, light food service.
 - g. While the objective of Gateway Plaza is for the benefit and enjoyment of residents of the City of Neenah and their visitors, the City will allow Operator to rent the Gateway Plaza for private events from time-to-time, not to exceed twice per month.
 5. The parties hereto recognize that further definitive documents (most likely a Lease, License and/or Operating Agreement) and details need to be clarified before turning this Memorandum into a binding agreement between the parties. This document, while not a binding contract outlines the parties desires at the moment. The parties agree to use best efforts to complete all definitive agreements as quickly as possible following each party's assent to this Memorandum, and in no case later than the date by which NGP plans to break ground on the project (March 1, 2021).

IN WITNESS WHEREOF, the parties hereby execute this non-binding Memorandum of Understanding as of the day and year first written above.

NEENAH GATEWAY PLAZA

CITY OF NEENAH

_____ By: _____
_____ Name: _____ Name:
_____ Title: _____ Title:

NEENAH COMMUNITY DEVELOPMENT AUTHORITY

_____ By:
_____ Name:
_____ Title:

EXHIBIT A

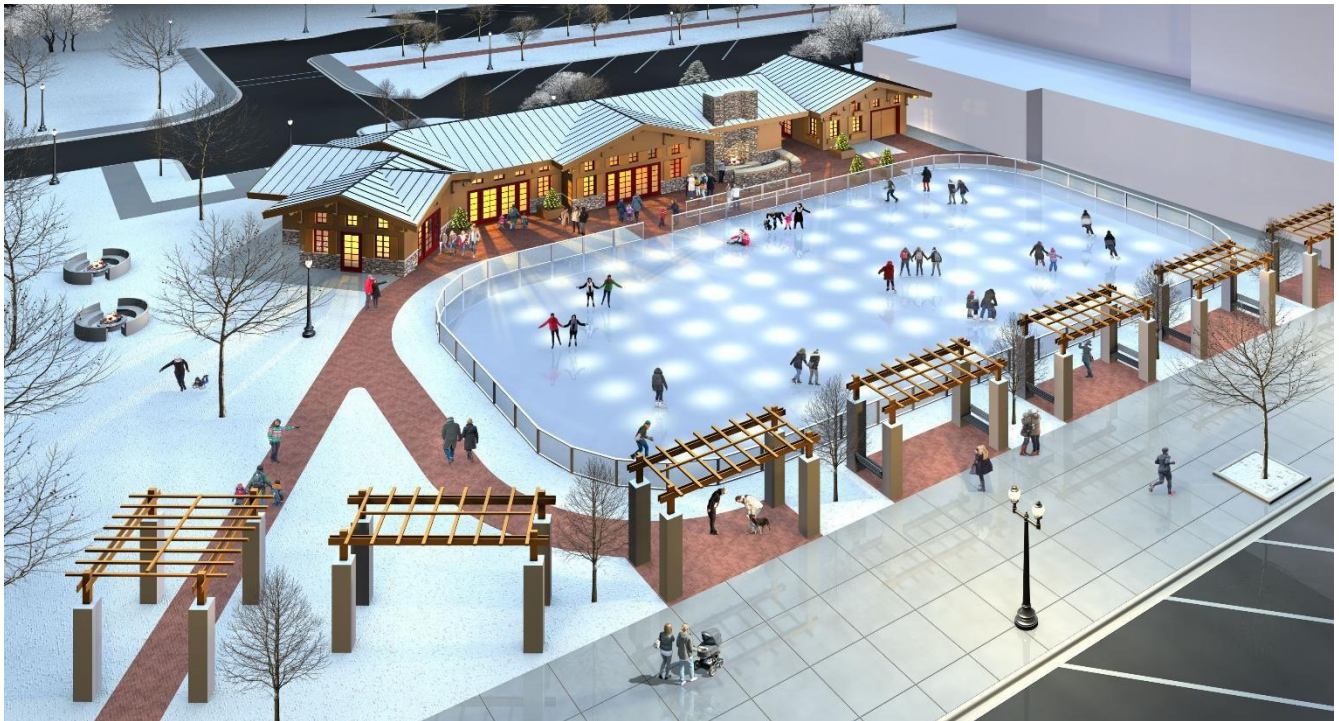
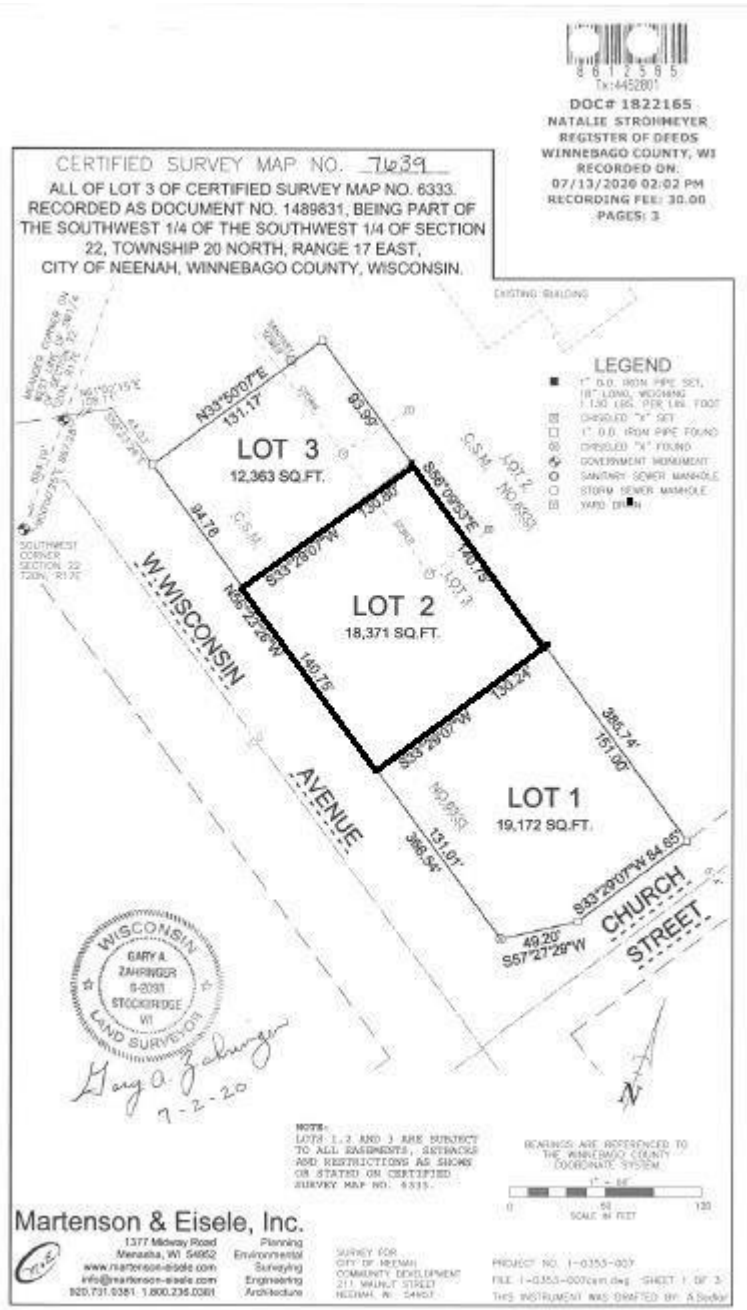


EXHIBIT B





M E M O R A N D U M

DATE: September 23, 2020
TO: Chairman Martin, and CDA Members
FROM: Chris A. Haese, CDA Executive Director
RE: **Lease of Site 2, PH Glatfelter Redevelopment to City of Neenah**

Attached for your review and consideration is the proposed lease from the CDA to the City of Neenah for Site 2 of the Glatfelter Redevelopment. The purpose of the lease is to comply with the previously approved Memorandum of Understanding between the CDA, City and Neenah Gateway Plaza (NGP). Under the terms of the lease, the CDA will lease Site 2 to the City for a period of 99 years. NGP will construct a community amenity (The Plaza at Gateway Park) on Site 2 and in turn gift the improvements to the City. The City will accept the gift and then lease the improvements to NGP so they can operate the facility for at up to 15 years at which time the City will take over operations. The lease will terminate at the end of the 99 year term or if The Plaza ceases to operate.

Appropriate action at this time is to approve the lease of Memorandum of Understanding between the CDA, City of Neenah and NGP which will provide the lease of Site 2 of the Glatfelter Redevelopment to the City, and further facilitate the development of The Plaza and Gateway Park.

GROUND LEASE AGREEMENT

This Lease Agreement is made and executed on _____, 2020 (“Effective Date”), by and between the Community Development Authority of the City of Neenah, Wisconsin, a public body corporate and politic created under §66.1335, Wis. Stats. (“Lessor”) and the City of Neenah (“Lessee”).

The parties agree as follows:

SECTION ONE DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of conducting in and on such premises any lawful business and the construction of a public ice skating rink outdoor gathering place and those certain premises with the appurtenances, situated in the City of Neenah, Winnebago County, State of Wisconsin, and more particularly described in the MOU attached to and made a part of this Agreement as Exhibit A. As used in this Lease Agreement, the term “Leased Premises” refers to the real property above described and to any improvements owned by Lessee and located on the property from time to time during the term of this Lease

Agreement (except as set forth below). Notwithstanding anything to the contrary, the term “Leased Premises” shall include only the surface of the ground, the improvements owned by Lessee thereon, and a right of support so as to allow for the necessary foundation and support structures for the improvements owned by Lessee thereon; and the “Leased Premises” shall not include or be deemed to include, and Lessee shall not hereby take, hire, lease, operate, possess, or control, or be deemed to take, hire, lease, operate, possess, or control, any premises, facilities, soils, groundwater, or other substances or property located below the surface of the abovedescribed land.

SECTION TWO TERM AND DEVELOPMENT AGREEMENT

The term of this lease shall be for ninety-nine (99) years, commencing on the Effective Date hereof and ending on the date which is ninety-nine (99) years from and after said Effective Date. Notwithstanding the foregoing sentence, the term of this lease shall terminate effective immediately upon the premise no longer being operated or used as described and defined in Exhibit A.

SECTION THREE RENT

The rent for the Leased Premises shall be one dollar \$1.00 per year, which Lessee shall pay to Lessor, without deduction or offset, at the place or places as may be designated from time to time by Lessor. This rent shall be paid on the first day of the lease term and on the same day of each succeeding year thereafter, or may be paid in advance for the entire term at Lessee’s election.

SECTION FOUR WARRANTIES OF TITLE AND QUIET POSSESSION

September 23, 2020 – Page 3

Lessor covenants that Lessor is seized of the Leased Premises in fee simple and has full right to make and enter into this lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term of this Lease Agreement.

SECTION FIVE
DELIVERY OF POSSESSION

Lessor shall deliver possession of the Leased Premises to Lessee at the commencement of the lease term, as specified above

SECTION SIX
USES PROHIBITED

Lessee shall not use, or permit the Leased Premises, or any part of the Leased Premises, to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premises are leased under this Lease Agreement. No use shall be made or permitted to be made of the Leased Premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the Leased Premises, or any part of such building, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Leased Premises, any article that may be prohibited by the standard form of fire insurance policies.

SECTION SEVEN
WASTE AND NUISANCE PROHIBITED

During the term of this lease, Lessee shall comply with all applicable laws affecting the Leased Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Premises. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, or any nuisance.

SECTION EIGHT
ABANDONMENT OF PREMISES

Lessee shall not abandon the Leased Premises at any time during the term of this Lease Agreement.

SECTION NINE
CONSTRUCTION OF NEW BUILDING

Title to New Improvements. Title to the improvements located and/or to be located on the Leased Premises as of the date of this Lease Agreement is now and shall remain the property of Lessee, subject nevertheless to the terms and conditions of this Lease Agreement, until the expiration of the lease term or the earlier termination of this Lease Agreement. All improvements thereafter erected on the Leased Premises by or on behalf of the Lessee shall also remain the property of the Lessee, subject to the terms and condition of this Lease Agreement, until such expiration or earlier termination. Except as provided in Section Two hereof (with regard to termination of this Lease Agreement upon conveyance of the Development Site to Lessee pursuant to the Development Agreement), upon the expiration or earlier termination of the lease term, all improvements then located on the Leased Premises shall at Lessee's option, with the Leased Premises, be vacated and surrendered by Lessee to Lessor and shall become the property of Lessor. Lessee agrees to execute and deliver to Lessor such quit claim deeds, assignments, or other instruments of conveyance as Lessor may deem reasonably necessary to evidence such transfer of title to Lessor. It is expressly acknowledged that in the event this Lease is terminated upon the conveyance of the Leased Premises to Lessee, title to the improvements shall

remain the property of Lessee and upon said conveyance Lessee will own fee simple title to the land and all improvements thereon.

SECTION TEN
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Maintenance of Improvements. Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the Leased Premises, including all buildings and improvements of every kind that may be a part of the Leased Premises, and all appurtenances to the Leased Premises, including sidewalks adjacent to the Leased Premises, in good, sanitary, and neat order, condition and repair. Subject in all cases to the Development Agreement, Lessee may terminate this Lease in the event that any improvements of any kind may be destroyed or damaged by fire, casualty, or any other cause whatever.

SECTION ELEVEN
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

SECTION TWELVE
GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION FOURTEEN
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

CITY OF NEENAH
Dept. of Community Development

September 23, 2020 – Page 5

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of the day and year first above written.

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF NEENAH,
WISCONSIN

CITY OF NEENAH

By: _____
Thomas Martin, Chairperson

By: _____
Dean R. Kaufert, Mayor

By: _____
Chris Haese, Executive Director

By: _____
Stephanie A. Cheslock, Clerk



M E M O R A N D U M

DATE: September 23, 2020
TO: Chairman Martin, and CDA Members
FROM: Chris A. Haese, CDA Executive Director
RE: **Renaming of Gateway Plaza to Gateway Park**

There has been much discussion regarding the naming of the new downtown amenity. After much debate, the preferred name for the new amenity is The Plaza at Gateway Park. This assumes, of course, that Gateway Plaza is renamed to Gateway Park as "The Plaza at Gateway Plaza" doesn't quite have the right ring to it.

The physical proximity of Gateway Plaza to the new amenity lends itself to this name. However, in order to move forward with this naming scheme, Gateway Plaza will have to be renamed Gateway Park.

As you are well aware, Gateway Plaza is owned by the CDA and therefore the CDA has the authority to assign the name. Gateway Plaza was named in 2010 when the facility was constructed although, there is no plaque on the site indicating such. As a result, little name recognition of the facility exists outside of a small group familiar with the facility. Should the CDA rename the facility as proposed, a sign will be installed on the base of the existing monument to improve the identity of the facility. Resolution 2020-1, renaming Gateway Plaza to Gateway Park is attached for your review and consideration.

Appropriate action at this time is to approve Resolution 2020-1 renaming Gateway Plaza (Lot 1, CSM 6560) to Gateway Park.



RESOLUTION NO. CDA 2020-1

A RESOLUTION RENAMING “GATEWAY PLAZA” TO “GATEWAY PARK”

WHEREAS, the Community Development Authority of the City of Neenah (“CDA”) was created pursuant Wis. Stat. §66.1335 to promote the redevelopment of blighted areas and properties and promote urban renewal; and,

WHEREAS, the CDA acquired the Lot 1 of CSM 6560 in 2008 as a part of the Glatfelter purchase and redevelopment; and,

WHEREAS, the CDA created “Gateway Plaza” to enhance the downtown and create a new community area; and,

WHEREAS, a new project has been proposed and accepted to be located downtown which will be called “The Plaza at Gateway Park;” and,

WHEREAS, the CDA intends to rename “Gateway Plaza” to “Gateway Park” to avoid any confusion.

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF NEENAH, WISCONSIN this 28th day of September, 2020 that based on the above, the CDA declares that property currently known as “Gateway Plaza” will be renamed “Gateway Park.”

CITY OF NEENAH, WISCONSIN

Moved: _____

Thomas Martin, Chairman

Passed: _____

Chris A. Haese, Executive Director