

AGENDA

NEENAH COMMUNITY DEVELOPMENT AUTHORITY

Monday, August 25, 2025

4:00 P.M.

Hauser Room, City Administration Building

1. Approval of June 2, 2025 meeting minutes.
2. Public Appearances (Ten minutes divided among those wishing to speak on topics pertinent to the Community Development Authority).
3. Consideration and recommendation of acquisition of property at 1225 S. Commercial Street located within the S. Commercial Street Redevelopment Corridor.
4. Consideration and recommendation of acquisition of property at 135 Millview Drive located within the Downtown Development Area.
5. Consideration and recommendation of acquisition of property at 110 W. Cecil Street located within the S. Commercial Street Redevelopment Corridor.
6. Consideration and recommendation of Parking Lot Lease Agreement between Pizza Parlor Inc. d/b/a Cranky Pat's Pizzeria and the City of Neenah and Community Development Authority.
7. Community Development Updates.
 - a) Marketing Redevelopment Properties
 - b) VPLE: Glatfelter Redevelopment Area
 - c) Site Prep Activities: 2405 Schultz Drive
 - d) Gunderson Cleaners Headquarters
8. Adjournment.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Community Development Department Community Development Specialist at 920-886-6125 or the City's ADA Coordinator at (920) 886-6106 or e-mail attorney@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Community Development Authority of the City of Neenah
June 2, 2025 - 4:00 PM
Hauser Room, City Administration Building**

Present: Board Members: Tom Martin, Ald. Tami Erickson, Pete LeCompte, Grant Birtch, John Ahles, and Michelle Bauer. Also Present: Executive Director Kelly Nieforth, Deputy Director Brad Schmidt, Assistant Planner Carol Kasimor, Community Development Specialist Samantha Jefferson, Ald. Cari Lendrum, Ald. Bill Pollnow, Ald. Flo Bruno, and Frank Cuthbert (1533 Fallow Drive).

Approval of March 3, 2025 meeting minutes:

MSC Birtch/Ahles, the CDA to approve the meeting minutes of March 3, 2025. All voting aye.

Public Appearances: N/A

CDA Executive Director Introduction: New Community Development Director and Executive Director of the CDA Kelly Nieforth introduced herself. Her last role was Director of Community Development for the City of Oshkosh. She was also the Executive Director of the Redevelopment Authority of the City of Oshkosh, which functions very similarly to the CDA.

Election of Officers:

MSC Birtch/Erickson, the CDA to elect Tom Martin as Chairperson of the CDA. All voting aye.

MSC Birtch/Martin, the CDA to elect John Ahles as Vice-Chairperson of the CDA. All voting aye.

Approval of 2025 Community Development Block Grant Funding Plan:

Assistant Planner Kasimor reviewed the 2025 Community Development Block Grant Funding Plan.

MSC Martin/Erickson, the CDA to approve the 2025 Community Development Block Grant Plan. All voting aye.

Community Development Updates:

a) CDA Properties

Executive Director Nieforth began by discussing the several lots in the downtown area that are CDA owned due to environmental liability but are leased by the companies that have developed on them. Specifically, these sites can be defined starting at Solaris on the west side through to 201 West Wisconsin. City staff and the city's environmental consultants (Stantec) will begin pursuing a VPLE (Voluntary Party Liability Exemption) through the DNR for these properties. This would remove liability from the owners if the properties have tested for certain contaminants and they have been successfully capped. Lessees would then be able to obtain ownership and some of them have communicated their intention to do so if this became available. City staff, Stantec and the DNR have discussed this preliminarily.

She also gave an update on Arrowhead Park. Current ongoing projects include the installation of the west-side carriage road and parking lot. This will allow for additional trailhead parking. Staff continues to work with DNR and consultants on this extensive project and will keep CDA updated as it moves forward.

Members asked for a reminder of how this project is being funded. This has been funded by carry forwards but mostly ARPA money and it has continued to be a parks project. Staff continues to work with the DNR to find solutions for concerns when discussing potential development. Likely, future development will be completed with public/private partnerships.

Member Birtch asked about the potential of a restaurant on Arrowhead. He mentioned the significant resident input into the project. Executive Director Nieforth expressed that the availability of some type of concession amenity available to park users is desired, but staff is working to find a compromise with the DNR as this land must remain public and for public use.

Member Erickson asked about the continued work of the outside counsel that the city has hired to help with guidance with the DNR. Executive Director Nieforth confirmed that they were meeting with the attorney and the DNR regularly. One of the discussion points in the latest meeting dealt with public/private usage.

b) Donaldson Lot

Cranky Pat's patrons continue to park on the lot that previously held Donaldson's. The site is heavily contaminated. Cranky Pat's has expressed their willingness to invest in improving this parking lot for their use and thereby potentially install some green space on the S. Commercial Street side of their building. The property is still a piece of a case with the Department of Justice. Executive Director Nieforth does not have an expected timeline on when this will get resolved but staff is working to get agreements prepared so that when that case has been resolved, things can move forward.

c) Housing Study:

Council has adopted the Housing Study and staff is now in implementation mode. Staff considered the suggested strategies and placed a level of priority on each of these. One high priority is the assemblage of land. In particular, there are several CDA owned parcels on S. Commercial Street. Staff is starting to look at putting together a decent size parcel to then market for development.

A preliminary plat for Shattuck School Fields has been approved by Council. Thirty-one single-family parcels would make up this area between Reed and Elm. These parcels may be coming available before the end of summer. In the area south of Laudan, staff is working with the developer to construct a regional stormwater facility. Soccer fields/playgrounds, etc. may be put on the remaining area of the site.

The final plat for 2nd edition to freedom acres was also approved. The purchase of this land by the city was excellent foresight and positioned the city well for expansion on that side of the city. Staff is now looking to where the next subdivision could be developed.

Staff is also going to prioritize zoning changes to encourage more and different types of housing. Council approved some changes at their last meeting. They will be looking into what other communities are doing especially in the central city areas where lots are smaller. Staff will be examining several aspects of the zoning code to ensure that wherever you are in the city there are options to construct homes.

Further Implementation Steps:

Overall zoning code update
Review existing housing programs for improvements
Create new housing programs
Land banking opportunities – CDA may be involved.
Public/private partnerships for housing development

The ultimate goal is to ensure that there are housing opportunities for all people in all stages of life.

Ald. Erickson commented on the housing study consultant's presentation at the council meeting specifically regarding condos. Executive Director Nieforth says she does feel that a condo development is feasible. Typically, condo developments require future owners to purchase the condos before they are built. Finding the right developer and land can be a challenge as well as a potential high cost for ownership.

Member Birch asked about acquisitions in the Main Street parking lot area. All but three property acquisitions have been completed. Council has given approval for the acquisitions.

Member LeCompte inquired about the status of the parking ramp. Executive Director Nieforth said that staff will be conducting an internal parking analysis and will be communicating with companies about current and future needs.

Adjournment: The meeting was adjourned at 4:40 p.m. **MSC Birch/Erickson. All voting aye.**

Respectfully Submitted,



Samantha Jefferson
Community Development Specialist



MEMORANDUM

TO: Chairman Martin and Members of the Community Development Authority
FROM: Kelly Nieforth, Director of Community Development and Assessment
DATE: August 21, 2025
RE: South Commercial Street Redevelopment Corridor Acquisition

In 2021, the Community Development Authority (CDA) and the Common Council approved the Redevelopment Plan for the South Commercial Street Corridor and created the City's fourth redevelopment area. Along with the redevelopment plan, a South Commercial Street Corridor Plan was also created with public input. The intent of the redevelopment area and plan is to facilitate redevelopment along the busy corridor and provide guidance on the types of uses that would be desirable as part of the redevelopment.

The owner of 1225 South Commercial Street has discussed the option of selling their property to the city for many years and the city formally submitted an Offer to Purchase to the owner in August. The property is adjacent to two (2) city-owned parcels to the south. The two parcels to the south were acquired in 2018 and 2019. Acquiring 1225 South Commercial Street would create a 0.9-acre site which would allow for a larger, more developable site.

The South Commercial Street Corridor Plan calls for a commercial use which could include retail, office, multifamily, etc. The city will send out a Request for Proposals to market the property as commercial and will work with interested developers on potential projects. The subject parcel and the two parcels to the south that the city owns are also included in a federally designated Qualified Census Tract and a Low-Income Census Block. These designations may provide additional financial resources to developers looking to construct on this site. City staff have already had preliminary conversations with interested developers.

The property is assessed at \$80,000 and was appraised at \$150,000 by a firm hired by the city. The owner and the city have agreed on a purchase price of \$100,000 with a closing date in late October. The City will utilize Community Development Block Grant (CDBG) funds to purchase the property as it has been designated as blighted in the Redevelopment Plan for the South Commercial Street Corridor.

Appropriate action at this time is to recommend CDA staff complete the necessary steps to acquire the property at 1225 South Commercial Street at the accepted offer price of \$100,000, utilizing Community Development Block Grant funds as authorized by the Common Council at their September 17, 2025 meeting.



MEMORANDUM

TO: Chairman Martin and Members of the Community Development Authority
FROM: Kelly Nieforth, Director of Community Development and Assessment
DATE: August 21, 2025
RE: Downtown Redevelopment Area Acquisition

The City of Neenah and the Neenah Community Development Authority (CDA) have been actively acquiring and redeveloping properties near the former Glatfelter site in the downtown area for over 25 years. Specifically, the subject site of 135 Millview Drive has long been identified as a key redevelopment site as it is along the gateway to the downtown district. Multiple city plans with public input have included the subject site as a redevelopment priority in the downtown.

The owner of 135 Millview Drive is willing to sell the subject property so the city formally submitted an Offer to Purchase to the owner in August. The property is adjacent to two (2) city-owned parcels to the south, with one being acquired in 2008 and the other property being left excess right of way that was acquired for the overpass. Acquiring 135 Millview Drive would create a 3-acre site which would allow for a larger, more developable site.

The *Neenah Next Downtown Reimagined Plan* calls for a mixed use development which could include a mix of retail, office, multifamily, etc. The city will send out a Request for Proposals to market the property as mixed use and will work with interested developers on potential projects. City staff have already had preliminary conversations with interested developers.

The property is assessed at \$1,680,000. The owner and the city have agreed on a purchase price of \$2,200,000 with a closing in February 2026. The City will utilize CIP funds to purchase the property and future increment in TID #10 to pay the debt obligation.

Appropriate action at this time is to recommend CDA staff complete the necessary steps to acquire the property at 135 Millview Drive at the accepted offer price of \$2,200,000, utilizing CIP funds as authorized by the Common Council at their September 17, 2025 meeting.



MEMORANDUM

TO: Chairman Martin and Members of the Community Development Authority
FROM: Kelly Nieforth, Director of Community Development and Assessment
DATE: August 21, 2025
RE: South Commercial Street Redevelopment Corridor Acquisition

In 2021, the Community Development Authority (CDA) and the Common Council approved the Redevelopment Plan for the South Commercial Street Corridor and created the City's fourth redevelopment area. Along with the redevelopment plan, a South Commercial Street Corridor Plan was also created with public input. The intent of the redevelopment area and plan is to facilitate redevelopment along the busy corridor and provide guidance on the types of uses that would be desirable as part of the redevelopment.

The owner of 110 West Cecil Street has discussed the option of selling their property to the city for many years and as of late, the Wisconsin Department of Natural Resources (WDNR) and Wisconsin Department of Justice (DOJ) have also been involved with the conversation due to the contamination on site. The former use of the site was a dry cleaner, and the building on the subject site has been demolished. The city would like to acquire the property to stabilize the property and cap the site. The property is adjacent to Cranky Pat's Pizza to the east and the business has indicated that they would like to expand their business parking onto to the parcel through a parking lease agreement.

City staff will work with the WDNR and DOJ on an agreement to acquire the property. The city will then submit a Local Government Unit (LGU) application to obtain an environmental liability exemption.

The property is assessed at \$100. The owner and the city have agreed on a purchase price of \$1.00 with a closing date this fall.

Appropriate action at this time is to recommend CDA staff complete the necessary steps to acquire the property at 110 West Cecil Street at the accepted offer price of \$1.00, as authorized by the Common Council at a future meeting.



M E M O R A N D U M

TO: Chairman Martin and Members of the Community Development Authority
FROM: Kelly Nieforth, Director of Community Development and Assessment
DATE: August 21, 2025
RE: 110 West Cecil Street Parking Lot Lease Agreement

As part of the acquisition of 110 West Cecil Street, the adjacent property owner, Pizza Parlor, Inc. (Cranky Pat's Pizzeria) to the east, has indicated that they would like to expand their business parking onto to the subject parcel through a parking lot lease agreement.

The city and Cranky Pat's Pizzeria have discussed the terms of the Agreement and the city is agreeable to Cranky Pat's Pizzeria utilizing the parcel for additional parking. The additional parking will allow the business to serve additional customers and will clean up the blighted parcel. Cranky Pat's Pizzeria has committed to investing no more than \$10,000 into the subject parcel to cap the site, repave the parking lot, and follow WDNR requirements in order from them to utilize the parcel for parking.

The City and the owner of Cranky Pat's Pizzeria (Lessor) have agreed to the following terms:

- The lease rate will be \$1.00 per year.
- The initial lease will be for 10 years and can be extended on a rolling year-to-year basis.
- Lessor will repair the existing monitoring wells on the site and fund new caps as required by the WDNR.
- Lessor will provide limited oversight, cap documentation and a report as required by the WDNR.
- Lessor will install a hard surface parking lot with parking spots painted on the site.
- Lessor will install landscaping along South Commercial Street and planter features along West Cecil Street.
- Lessor will have the right of first refusal to purchase the property and an option to terminate the lease.

Appropriate action at this time is to recommend CDA staff complete the necessary steps to enter into a Parking Lot Lease Agreement with Pizza Parlor, Inc. on the property at 110 West Cecil Street, as authorized by the Common Council at a future meeting.

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT is made this _____ day of _____, 2025 (the "Effective Date") by and City of Neenah and the City of Neenah Community Development Authority ("Lessor"), and Pizza Parlor, Inc. d/b/a Cranky Pat's Pizzeria ("Lessee").

RECITALS

WHEREAS, Lessee desires suitable additional parking for the motor vehicles of Lessee's guests, patrons, and customers in close proximity to its restaurant on South Commercial Street as Lessee otherwise has inadequate parking accommodations in such location; and

WHEREAS, Lessor is the legal owner and fee simple holder of title of record to a certain parking lot as more particularly described below; and

WHEREAS, Lessor acquired said parking lot for partial redevelopment thereof and also in part to assist Lessee with the reconfiguration and improvement of its business premises and available parking facilities; and

WHEREAS, Lessor and Lessee desire to enter into an agreement in writing for the rehabilitation, use, and upkeep of the aforesaid parking lot property, which shall be subject to the following covenants, terms, and conditions.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, the parties agree as follows:

1. *Description of Premises.* Lessor leases to Lessee the premises commonly known as "Donaldson's parking lot" and located at 110 West Cecil Street, Neenah, Wisconsin 54956, including the land and improvements associated therewith, more particularly described on the attached Exhibit A Legal Description (the "Leased Premises"). Lessor and Lessee acknowledge and agree that the Leased Premises is the subject matter of the ongoing State of Wisconsin Department of Natural Resources (the "DNR") environmental oversight and cleanup, monitoring, and other obligations due to soil and groundwater contamination from the release of dry-cleaning solvents. Lessor and Lessee further acknowledge and agree that, except as expressly set forth in this Lease, Lessee assumes no liability, responsibility, or obligation with respect to any environmental conditions affecting the Leased Premises as of the Effective Date, and at all times thereafter, all of which liability, responsibility, and obligation shall be solely that of Lessor or Lessor's predecessors in interest with respect to the Leased Premises, and that Lessee expressly disclaims any liability, responsibility, or obligation as to the environmental conditions affecting the Leased Premises on and prior to the Effective Date. Lessor warrants and represents to Lessee that, as of or prior to the Effective Date, it is the fee simple owner of the Leased Premises.
2. *Term.* The initial term of this Lease is for the remainder of calendar year 2025 and an additional ten (10) years thereafter, commencing on the Effective Date and continuing through December 31, 2035 ("Initial Term"). The term of the Lease shall be automatically renewed

following the Initial Term on a rolling year-to-year basis unless or until Lessee provides notice to Lessor in writing of Lessee's intention to terminate this Lease, at least ninety (90) days prior to the conclusion of the Initial Term or the then current annual renewal term, or unless Lessee sooner effectuates such termination of this Lease by exercising its option to purchase the Leased Premises, referenced herein, or by giving written notice to Lessor during the Initial Term at least one hundred eighty (180) days prior to the intended termination date.

3. *Rent.* Rent for the Leased Premises shall be paid by Lessee to Lessor by mail at P.O. Box 426, Neenah, WI 54957-0426 or by personal delivery to the Director of Community Development and Assessment as agent(s) for Lessor, on an annual basis, commencing on the Effective Date. The rent shall be One and NO/100 Dollar (\$1.00) per annum or partial calendar year, without proration. No other rent payment obligations between Lessor and Lessee are contemplated or intended with respect to the Leased Premises under this Lease. No security deposit shall be demanded or required under this Lease.
4. *Conditions for Lessor and Lessee Following Effective Date.* Lessee shall undertake the following work on the Leased Premises to allow for its use as a parking lot:
 - a. As soon as practicable following the Effective Date, address or coordinate or facilitate action as to environmental concerns with respect to the Leased Premises pursuant to the guidance or directives of the DNR, including payment of the costs and expenses incurred in connection therewith, in a sum not to exceed \$10,000.00 in the aggregate (with Lessor being responsible for payment of costs and expenses with respect thereto in excess of \$10,000.00), as follows:
 - i. Monitoring Well Staking and Repair (up to two (2) site visits at 24 hours and up to \$500.00 in funds for new well caps) \$4,000,
 - ii. Cap Documentation, Limited Oversight (1 site visit), and Documentation Report \$3,750
 - b. Update and improve Lessee's real property adjacent to the Leased Premises located at 905 South Commercial Street, at Lessee's sole cost and expenses, with the landscaping and planting features as identified in the specifications set forth on the attached Exhibit B and subject to inspection and approval by Lessor, which approval shall not be unreasonably withheld;
 - c. Construct on and about the Leased Premises, at Lessee's sole cost and expense, a hard surface parking lot and all attendant landscaping and planting features, as per the specifications identified by Lessor to Lessee, which are attached hereto as Exhibit B, and subject to inspection by Lessor, consistent with applicable guidance or directives of the DNR;
 - d. Install at Lessee's sole cost and expense any signage agreed upon between Lessor and Lessee by specification, supplemental agreement, or in accordance with applicable ordinance;

- e. Maintain at Lessee's sole cost and expense the surface of the parking lot constructed and installed upon the Leased Premises as may be required from time-to-time due to the vehicular use thereof and normal wear and tear over time;
 - f. Repair and/or replace at Lessee's sole cost and expense the surface of the parking lot constructed and installed upon the Leased Premise as may be required from time-to-time due to the vehicular use thereof and normal wear and tear over time;
 - g. Provide at Lessee's sole cost and expense the necessary snow/ice control for the Leased Premises.
5. Continuing Obligations. Notwithstanding this Lease, Lessor and Lessor's predecessors in interest and/or successors in interest (other than and expressly excluding Lessee) with respect to the Leased Premises shall have a continuing obligation to the Wisconsin Department of Natural Resources, together with any other environmental protection department, agency, office, or entity having jurisdiction or oversight over the Leased Premises, to comply with all monitoring, maintenance, remediation, cleanup, and site closure requirements and mandates with respect to soil contamination and groundwater contamination relating to or arising from the Leased Premises. Lessee shall not permit any additional soil contamination or groundwater contamination to occur on or about the Leased Premises during the Initial Term or any renewal term.
6. Right of First Refusal and Option to Terminate. Lessee shall have the right of first refusal to purchase the Leased Premises should the Lessor sell the Property. The purchase price of the Leased Premises shall be One and NO/100 Dollar (\$1.00) unless a different purchase price amount is mutually agreed upon in writing between the parties. The terms and conditions for sale and purchase and conveyance of good and marketable title of commercial real estate as provided under the standard WB-15 Commercial Offer to Purchase form approved by the Wisconsin Real Estate Examining Board shall govern this transaction following Lessee's determination to purchase the Leased Premises. It is contemplated by Lessor and Lessee that sale of the property to Lessee will not occur prior to the issuance by the Wisconsin Department of Natural Resources of a satisfactory case closure or site closure letter or report with respect to the environmental contamination matters affecting the Leased Premises. Notwithstanding any contrary provisions of this Lease, Lessee shall have a unilateral option to terminate its tenancy of the Leased Premises during the Initial Term or any renewal term, for any or no reason, by giving written notice to Lessor of Lessee's intention to terminate this Lease at least one hundred eighty (180) days prior to the contemplated termination date.
7. Waste, Nuisance, or Unlawful Activity. Lessee shall not allow any waste or nuisance on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful, improper, or offensive purpose.
8. Restrictions on Use and Appurtenances. The parties agree that the only use to be made by Lessee of the Leased Premises is for off-street vehicular parking for patrons and employees of the restaurant. Lessee shall not allow to be placed or stored upon the Leased Premises anything other than parked vehicles, including but limited to signage, dumpsters or other

refuse/recycling receptacles, sheds or storage buildings/containers or recreational vehicles not in current use by restaurant customers presently patronizing the business.

9. Utilities, Snow Removal, and Lawn Maintenance. Lessee shall arrange and pay for all utilities furnished to the Leased Premises during the Initial Term and any renewal term of this Lease, if and as applicable, including heat, electricity, gas, sewer, water and telephone service. Lessee shall also arrange for and pay the cost of snow removal and lawn maintenance of the Leased Premises, as and if applicable.
10. Alterations, Repairs, and Maintenance. Lessor and Lessee acknowledge and agree that Lessee intends to construct and install, at Lessee's expense, a parking lot to service and accommodate Lessee's business and operations at the adjoining property located at 905 South Commercial Avenue, Neenah, Wisconsin 54956. Except as to Lessor's continuing obligations with respect to environmental conditions affecting the Leased Premises as of the Effective Date, Lessee shall be responsible to repair and maintain all other elements of the Leased Premises. Lessee will not make the aforesaid alterations or improvements with respect to the Leased Premises without first obtaining the prior required permits and approvals of the City of Neenah or such other governmental agency or office having jurisdiction over such matters affecting the Leased Premises. Lessor agrees to cooperate with and reasonably accommodate Lessee's alterations and improvements to the Leased Premises in the manner contemplated so as to effectuate the terms and conditions of this Lease. All improvements and additions to the Leased Premises (except for parking curbs, signs, and Lessee's equipment thereupon particular for the benefit of the Leased Premises) shall become the property of Lessor and shall remain on the Leased Premises following the termination of this Lease.
11. Surrender of Premises. Lessee shall surrender the Leased Premises at the end of the Lease term, or any renewal thereof, in the altered condition contemplated by this Lease, also allowing for wear and tear, damage by acts of God, and storms. Before surrender, Lessee shall remove all business signs placed on the Leased Premises by Lessee and restore the portion of the Leased Premises on which they were placed in the same condition as when installed.
12. Inspection of Premises. Lessee agrees to permit Lessor, or its agents, upon reasonable prior notice to Lessee, to enter upon and view the Leased Premises at any and all reasonable times for all reasonable purposes.
13. Signs. Lessee shall, with the prior written consent of Lessor and subject to compliance with any applicable municipal, state or federal ordinances, rules, regulations, or other legal requirements, be permitted to place one or more commercially reasonable signs on or about the Leased Premises.
14. Nonliability of Lessor for Damages. Lessor shall not be liable for injuries to persons or property caused by Lessee's or its employees', customers', invitees' or agents' use, possession, or occupancy of the Leased Premises, except or to the extent such injuries arise from or are caused by (i) Lessor's continuing obligations with respect to environmental conditions affecting the Leased Premises as of the Effective Date; or (ii) the negligent or intentionally wrongful acts or omissions of Lessor or its employees, agents, representatives, successors, or

assigns. (iii) Nothing herein shall in any way impair Lessor's rights to claim immunity under Wis. Stat. §893.80.

15. *Insurance.* Lessee shall provide and keep in force at its own expense during the term of this Lease public liability insurance with respect to the Leased Premises providing for commercially reasonable limits of liability for injury or death to persons, for accident, and with respect to damage to property. Lessor shall be authorized to contact the insurance agent to verify that this coverage is in place, and Lessee agrees to provide Lessor with a certificate evidencing that such insurance is in full force and effect during the term of this Lease. In addition to the aforementioned liability insurance policy, Lessee shall solely be responsible for having liability and extended coverage insurance on all its use, occupancy, and possession of the Leased Premises.
16. *Subrogation Rights.* Nothing in this Lease shall be construed as to authorize or permit any insurer of Lessor or Lessee to be subrogated to any right of Lessor or Lessee against the other arising under this Lease. Lessor and Lessee each hereby release the other to the extent of their insurance coverage for any loss or damage caused by fire or other casualty, even if such fire or other casualty shall be brought by the fault or negligence of the other party or persons for whose acts or negligence the other party is responsible. Both Lessor and Lessee shall obtain appropriate waivers of subrogation from their respective insurance carriers giving effect to this paragraph within thirty (30) days after signing this Lease Agreement.
17. *No liens.* At no time may Lessee or any others acting on its behalf place any liens on the property of Lessor or any other improvements thereon. Any such liens placed shall be deemed a slander on title and be actionable, either civilly or criminally, as provided by law.
18. *Indemnification & Hold Harmless.* It is agreed by the parties as follows:
 - a. Lessee agrees to indemnify and hold harmless Lessor and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent or intentionally wrongful acts or omissions of Lessee and its members, managers, directors, officers, shareholders, employees, or agents in performing or failing to perform under this Lease as well as for any loss, damage, or injury to the property of Lessee or to persons, property, or effects of any other person, firm, or corporation, incurred upon the Leased Premises occupied by Lessee, caused by any present, future, latent, or other defect in the form or condition of the Leased Premises or any part thereof; provided, however, Lessee shall have no obligation or responsibility to indemnify or hold harmless Lessor or any affiliated person, firm, or entity of Lessor with respect to any environmental condition of the Leased Premises in existence as of the Effective Date or for any claims, actions, or liabilities arising from or caused by the negligent or intentional wrongful acts or omissions of Lessor or any affiliated person, firm, or entity of Lessor.
 - b. Lessor agrees to indemnify and hold harmless Lessee and its members, managers, directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent or intentionally wrongful acts or omissions of Lessor and its directors, officers,

employees, contractors, or agents in performing or failing to perform under this Lease as well as for any loss, damage, or injury to the property of Lessor or to persons, property, or effects of any other person, firm, or corporation, caused thereby; provided, however, Lessor shall have no obligation or responsibility to indemnify or hold harmless Lessor or any affiliated person, firm, or entity of Lessor for any claims, actions, or liabilities arising from or caused by the negligent or intentional wrongful acts or omissions of Lessee or any affiliated person, firm, or entity of Lessee.

c. Nothing in this paragraph 18 herein shall in any way impair the Lessor's rights to claim immunity against any party pursuant to Wis. Stat. §893.80.

19. Taxes. Lessee shall be responsible for all applicable real estate taxes (or payments in lieu thereof), and for all special assessments, storm water utility charges, etc. attributable to the Leased Premises following the Effective Date, which shall be paid as the obligations fall due. However, Lessor shall be responsible for the payment of its prorated share of real estate taxes for calendar year 2025, and any assessments that were initiated by a taxing authority prior to the Effective Date. Lessee shall furnish Lessor with paid receipts or other evidence documenting Lessee's tax payments hereunder.
20. Net/Net/Net Lease Intention. It is the intention of the parties that this should be a "triple-net" lease, with Lessee being responsible for all expenses regarding the Leased Premises except those detailed in this Lease as being the responsibility of Lessor, such as the continuing obligations of Lessor with respect to environmental conditions affecting the Leased Premises as of and following the Effective Date.
21. Effect of Waiver. A party's waiver of the breach of any term, covenant, or condition imposed on the other party under this Lease is not a waiver of breach of others, nor a subsequent breach of the one waived.
22. Default. If either party to this Lease should be in default under any provision of this Lease, the other party shall give the defaulting party written notice of such default, and the defaulting party shall have thirty (30) days in which to remedy such default, unless a shorter time be provided elsewhere in this Lease, in which case the shorter time shall apply; provided, however, that if any such default cannot be remedied by the defaulting party with reasonable diligence within said thirty (30) days, the defaulting party may have additional time as may, under the circumstances, be reasonably necessary to remedy such default; provided further, that this option shall not apply to the payment of rent reserved hereunder to Lessor. Instead, if any rent shall become due and unpaid, Lessor may give Lessee notice of such payment default and only if Lessee shall fail to remedy such default within ten (10) days after receipt of such notice shall it be lawful for Lessor to maintain proceedings for the recovery of possession of the Leased Premises.
23. Surrender of Premises; Holding Over.
 - a. Surrender of Premises – Lessee, upon termination of this Lease by lapse of time, termination by Lessee, or otherwise, agrees peaceably to surrender to Lessor the Leased Premises, including all alterations, additions, improvements, decorations and

repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Lessee) in good repair, except for ordinary wear and tear.

- b. **Holding Over** – If Lessee, with the consent of Lessor, remains in possession of the Leased Premises after the termination of this Lease and without the execution of a new Lease, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to all the applicable terms, conditions, and covenants of this Lease.

24. **Notice.** Every notice, approval, consent or other communication authorized or required by this Lease, shall be effective if given in writing and sent by United States registered or certified mail, return receipt requested, with postage pre-paid, and addressed to Lessor or Lessee at the following addresses or such other addresses as either party may, from time to time, designate in writing. Any such notice shall be deemed given as of the date of the postmark thereof.

LESSOR: City of Neenah and City of Neenah CDA
Attn: Department of Community Development
211 Walnut Street
Neenah, WI 54956

LESSEE: Pizza Parlor, Inc.
Attn: David Earle
905 South Commercial Avenue
Neenah, WI 54956

However, either party may designate a different address by giving the other party notice in writing of the change. Rentals payable to Lessor shall be paid by Lessee at the same address prescribed for delivery.

25. **Amendment.** It is understood and agreed that this Lease may only be amended by an agreement in writing signed by both parties hereto.

26. **Parties Bound.** All the terms, covenants, agreements and conditions herein contained shall apply to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. Lessee may not assign, sublet, or part with the occupancy or possession of the whole or any part of the Leased Premises without first obtaining consent in writing of Lessor.

27. **Headings.** The headings used herein are for convenience and reference purposes only and shall not affect the construction or interpretation of this agreement.

[signature page follows]

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, in duplicate, on the day and year first above written.

LESSOR: CITY OF NEENAH

By: _____

Attest: _____

LESSOR: CITY OF NEENAH COMMUNITY DEVELOPMENT AUTHORITY

By: _____

Attest: _____

LESSEE: PIZZA PARLOR, INC.

By: _____
David P. Earle, President

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the South ¼ Corner of Section 27-20-17; thence N 00°11' 17" W, 534.67 feet; thence S 89° 37' 15" W, 331.67 feet to the southeast corner of Lot 2, Certified Survey Map NO. 2023 also being the Point of Beginning; thence S 00° 11' 26" E, 115.64 feet; thence S 89° 33' 14" W, 80.00 feet; thence N 00° 11' 27" W, 55 feet; thence N 89° 33' 17" E, 40.00 feet; thence N 00° 11' 26" W, 60.69 feet; thence N 89° 37' 14" e, 40.00 feet to the Point of Beginning.

EXHIBIT B
PARKING LOT SPECIFICATIONS

Lessee shall have twenty-four (24) months following the Effective Date to implement, effectuate, and complete the following specifications:

Parking Lot Landscaping Requirements for 905 South Commercial Street – Parcel ID 02-0416-00-00 (Cranky Pat’s Property, adjacent to the Leased Premises)

1. At a minimum, Lessee shall create and maintain a landscape strip along South Commercial Street and partially along Cecil Street, which landscape strip shall be a minimum of 10 feet wide on the property located at 905 South Commercial Street. The estimated length of this landscape strip, beginning at the east side of the driveway along Cecil Street, thence heading east to the street corner and thence south along South Commercial Street for a distance of approximately 183 feet.
2. The landscape strip shall include grass, wood chips, or other material deemed appropriate by the Community Development Department, which approval shall not be unreasonably withheld or denied.
3. Plantings within this landscape strip shall include a minimum of 5 street trees and 30 shrubs (existing shrubs can be counted towards the minimum). Street trees shall be planted at a minimum size of 2.5 caliper.
4. Prior to installation of landscaping, a landscape plan shall be submitted to the Community Development Department identifying the location, size and type of plantings for review and to ensure compliance with the above requirements.
5. The landscape strip and plantings shall be installed within twenty-four (24) months of the Effective Date of the parking lot lease agreement. Failure to timely install said landscaping shall constitute sufficient grounds for Lessor to terminate this parking lot lease agreement, at its sole discretion.

Parking Lot Landscaping Requirements for the Leased Premises located at 110 West Cecil Street – Parcel ID 02-0415-01-00 (a/k/a Donaldson’s Property)

1. At a minimum a 5-foot gap shall be preserved between parking stalls perpendicular West Cecil Street and the front (north) property line. This gap shall remain paved and serve as a suitable cap per DNR requirements.
2. Within the minimum 5-foot gap as described above, a minimum of 5 planters shall be evenly placed to provide a physical barrier between parked cars and pedestrians on the Cecil Street sidewalk. The planters shall be a minimum of three feet tall and three feet wide and be planted with shrubs, flowers, or other approved plantings. The planters shall be constructed with durable materials and be intended for outdoor use. Significantly cracked or substantially damaged planters shall be replaced with similar planters. The plantings within the planters shall be maintained by Lessee per City Ordinance 26-520.
3. Prior to installation, a landscape plan showing the proposed planters and plantings within the planters shall be submitted to the Community Development Department for approval, which approval shall not be unreasonably withheld.

4. All planters must be installed with the approved plantings within twenty-four (24) months of the Effective Date of the parking lot lease agreement.

