



Request For Proposals



30 Acres
E5970 9th Road
Town of Pierce

Request for Proposals
30 Acre Parcel of Property Located on 9th Road in the Town of Pierce

Issue Date: January 7, 2020

Submission Deadline: February 7, 2020

Introduction

Kewaunee County acquired 30 acres located at E5970 9th Road in the Town of Pierce in December of 2016 via a Tax Deed. This 30 acre parcel in the Town of Pierce includes Parcel Numbers 31 016 9.032, 31 016 9.034 and 31 016 9.042.

Kewaunee County seeks any and all proposals to purchase and develop this unique 30 acre property to provide economic benefit to the community.

Location

The property is located on the north side of 9th Road in the Town of Pierce approximately a quarter mile west of STH 42 and approximately a third of a mile from shores of Lake Michigan. The property is located 2 miles south of the County of Algoma, 7 miles north of the County of Kewaunee, 20 miles south of the County of Sturgeon Bay and 28 miles east of the County of Green Bay.

Description

The parcel consists of 30 acres of partially wooded and partially grass/brush covered that gives the property a natural and serene quality. The property is improved with storage buildings, a mobile home, a campground lodge and a few other small accessory structures. The mobile home and campground lodge are dilapidated and need to be torn down. A well and mound system are on the property, however it is unclear if the well or mound system are in proper working order. There is a manmade pond on the property. There are wetland areas on the west and northern end of the property and there is a small creek/waterway that flows east and west through the southern portion of the property. Kewaunee County has not commissioned an environmental review nor does Kewaunee County intend to. Kewaunee County is not aware of any environmental issues on the property.

Zoning

The property is currently zoned A-2 Agricultural. No portion of the property is currently in tillage. A zoning change may be necessary as part of the development plan approval. Contact Zoning Administrator Edith Lauscher (920) 388-3885 with questions related to the Town of Pierce Zoning.

Site Access

Kewaunee County will provide site access by appointment. Please contact Administrator Scott Feldt, (920) 388-7164 to schedule an appointment.

Submission Requirements

Respondents must submit a hard copy of their complete development proposal by 4:30 PM on February 7, 2020. Proposals shall be placed in a sealed envelope bearing the caption "Kewaunee County Land Development Proposal." Deliver the envelope to:

Scott Feldt, Kewaunee County Administrator
Kewaunee County Administration Building
810 Lincoln Street
Kewaunee, WI 54216
(920) 388-7164
feldt.scott@kewauneeco.org

The County will not reimburse for any expense incurred in preparing and submitting a proposal, or for attendance at any interviews or meetings.

Please direct any questions you have in writing to feldt.scott@kewauneeco.org. Staff will respond to all questions in writing as quickly as possible. Any project updates will be posted on the Kewaunee County website and emailed to interested parties.

Criteria and Selection of Winning Proposal

All proposals will be considered. Kewaunee County will give preference to proposals with plans to improve the property. The following four criteria will guide the County's decision:

1. Proposed sales price.
2. Proposed value of improvements or other development.
3. Timeline to complete improvement or development.
4. Feasibility of the proposed development.

Proposal Format & Deliverables

Please be sure to include responses for all of the following items.

1. Signed cover letter introducing the party or parties making the proposal, your principle address, and other contact information.
2. Purchase Price. Proposals must include a proposed purchase price.
3. Development Plan. All proposers shall provide a detailed development plan explaining how the proposer intends to improve or develop the property. The Development plan should include an estimate as to the value of the improvements being added to the property.

4. Timeline. Provide a detailed timeline that describes when you anticipate each portion of your development plan will be completed.
5. Feasibility. Please provide any information or documentation that bears on your ability to complete the proposed development plan. Evidence of feasibility could include examples of other similar projects you have completed, letters of credit from a financial institution, information related to investors in your proposal or business, information from builders or contractors you intend to work with, or any other information that you can provide that bears on your ability to complete your proposal.

Terms and Conditions

This Request for Proposal and ultimate sale of the Property is subject to, but not limited to, the following conditions:

1. Each Proposer is responsible for any inspections, investigations, tests, surveys and other due diligence deemed necessary by the Proposer in connection with making a proposal or acquiring the Property, and the County shall assume no responsibility to the Proposer for the scope and approval of any such due diligence.
2. The Proposer must enter into a an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the Proposer must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the County or anyone acting or claiming to act, by, through, under or on the County's behalf concerning the Property. The Proposer will review, prior to entering into an agreement with the County, all items which in the Proposer's sole judgment affect or influence the Proposer's acquisition and use of the Property. Accordingly, the County will only agree to sell the Property on an **"AS IS, WHERE IS, WITH ALL FAULTS"** basis, and the County will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The Proposer must be willing to accept the title to the Property on an **"AS IS"** and **"WHERE IS"** basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the County hereby disclaims. No warranty or representation will be made by the County as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the Proposer's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the County will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the Proposer may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the

soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

3. The Proposer, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the Proposer has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the County.
4. The County reserves the right to impose other conditions to the sale of the Property.
5. Kewaunee County reserves the right to accept or reject any proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which best meets Kewaunee County's requirements. Kewaunee County shall determine the responsiveness and acceptability of any proposal submitted. This RFP creates no obligation on the part of the Kewaunee County to sell the property to any proposer.
6. The County reserves the right: (1) to cancel this RFP at any time for any reason; and (2) to request additional information prior to or upon the final selection of a purchaser/developer.
7. In its selection of a proposal, the County reserves the right to negotiate with any or all Proposers including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all Proposers, and to waive requirements of the RFP if it is in the best interest of the County to do so.