

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 20, 2010
6:30 PM
or immediately following Common Council
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Administration Committee, 12/6/10](#)
- D. ACTION ITEMS
 - 1. [Offer to Purchase – Chute Street Parking Lot](#)
 - 2. [Reserve “Class B” Liquor License Policy](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 6, 2010
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 8:10 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski, Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Lt. Brunn, DFC DeLeeuw, CDD Keil,
DPW Radtke, C/T Stoffel, PHD Nett, Clerk Galeazzi

C. MINUTES TO APPROVE

1. Administration Committee, 11/15/10

Moved by Ald. Hendricks, seconded by Ald. Englebert to approve minutes.
Motion carried on voice vote.

D. ACTION ITEMS

1. First Amendment to the Lease Agreement between Morton Martin I LLC,
Dumke and Associates, LLC and the City of Menasha, January 1, 2011 to
December 31, 2011, and authorize signature.

PHD Nett and CA/HRD Captain meet with the landlord and amended the current lease for the
Health Dept. Several options were discussed and it was agreed to reduce the rent from \$7.90 to
\$4.00 for square foot for one year.

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council.
Motion carried on voice vote.

2. FY '08 Homeland Security Program Grant Award for Homeland Security/
Preparedness Volunteer Training with Office of Justice Assistance, and
authorize signature.

PHD Nett explained the Health Dept. has received a grant in the amount of \$4,258 to help train
volunteers in CPR.

Moved by Ald. Hendricks, seconded by Ald. Englebert to recommend approval to Common
Council
Motion carried on voice vote.

3. City of Menasha Special Event Policy.

Staff evaluated the value of the events held in the City and the actual cost to the City to hold the
event. The actual cost far exceeds the amount charged to the event holders. Staff created a
policy to charge event holders for the actual cost. Area municipalities have similar policies in
place.

Moved by Ald. Hendricks, seconded by Ald. Zelinski to recommend approval to Common Council
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Roush to adjourn at 8:35 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk



Memorandum

TO: Administration Committee
FROM: Greg Keil, CDD *ek*
DATE: December 13, 2010
RE: Chute Street Parking Lot Offer to Purchase

Pursuant to action taken by the Plan Commission at its August 3, 2010 meeting, I am advancing the attached Offer to Purchase for the parcel shown on the attached drawing that is part of the Chute Street Parking Lot (city owned parcels include 720006500, 720009000 & 720009100).

As can be seen from the attached drawing, the privately owned parcel is integral to the design and functioning of the Chute Street parking lot. The city formerly had a lease arrangement on this parcel to provide for city employee parking. This arrangement was terminated when the city entered into a parking agreement with Germania Hall. Although there is no formal agreement regarding the use and maintenance of this portion of the lot, the city has continued to maintain it.

The Plan Commission identified several considerations as part of its recommendation. These considerations included the following:

- The configuration of the parcel as it relates to the others owned by the city within the parking lot.
- The value of the parking to the Senior Center for its current use and possible future uses for the facility.
- The future potential of the lot as a development site when consolidated with the others in the parking lot.
- Current and future City Hall parking needs.
- Options regarding the lease agreement with Germania Hall.

Other considerations include the following:

- The loss of one of the two accesses to the lot and corresponding loss of approximately 9 public parking stalls.
- Potential savings of \$3,000-\$5,000 per year of annual maintenance costs resulting from the termination of the Germania Hall agreement (per DPW Radtke).
- Impacts on access and parking for Nauts Landing.
- Future parking needs of the Harbor Place office building.

Based on these considerations, it is my recommendation that the city proceed with the acquisition of this property. The source of funds for the acquisition would be accumulated increment from TID #10, which currently carries a balance of about \$115,000.



25 West Main Street P.O. Box 7933 Madison, WI 53707 Phone: 608/252-8700

**CERTIFICATION OF RESOLUTION OF
THE BOARD OF DIRECTORS OF ANCHORBANK, fsb**

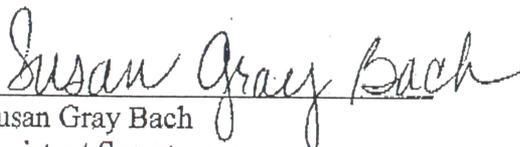
I, Susan Gray Bach, the duly appointed Assistant Secretary of AnchorBank, fsb ("AnchorBank"), do hereby certify that the following resolution was adopted by the Board of Directors of AnchorBank at a regular meeting of the Board of Directors duly called, noticed and held on March 27, 2008 with a quorum present and voting throughout and that said resolution remains in full force and effect as of the date hereof and has not been modified, amended or rescinded:

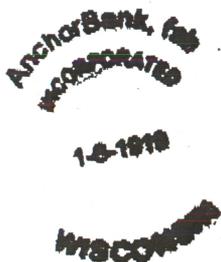
WHEREAS, this Board of Directors has duly considered all aspects relating to the sale of a parcel of vacant land associated with its retail banking office located at 130 Main Street, Menasha, Wisconsin and has determined that it is the best interests of the bank to proceed with the sale. This portion of land is currently being used as a parking lot for the City of Menasha. This land will be sold to our landlord Gary Laeyendecker (d/b/a Marina View Investments) and it will be used to provide additional parking spaces for the multi-tenant building we currently lease space in.

NOW THEREFORE IT IS HEREBY,

RESOLVED, that Robert L. Halbleib, 1st Vice-President, or his designee is hereby authorized to execute any and all documents, without the need for an attesting signature, which are required for the sale and disposition of a portion of the land associated with AnchorBank's retail branch office at 130 Main Street, Menasha, Wisconsin. Execution of the documents by Robert L. Halbleib as a 1st Vice-President of AnchorBank, or his designee, shall conclusively establish that such real estate documents have been approved by, and are binding upon AnchorBank.

IN WITNESS WHEREOF, I have set my hand and the seal of AnchorBank fsb this 27th day of March, 2008


Susan Gray Bach
Assistant Secretary



WB-15 COMMERCIAL OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 12-9-10 [DATE] IS ~~(AGENT OF SELLER)~~ (AGENT OF BUYER) ~~(DUAL AGENT)~~ **[STRIKE TWO]**

2 **GENERAL PROVISIONS** The Buyer, CITY OF MENASHA,
3 offers to purchase the Property known as ~~[Street Address]~~ PARCEL # 2-00092-00 in the
4 CITY of MENASHA, County of WINNEBAGO, Wisconsin, (Insert additional
5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

6 **PURCHASE PRICE:** TWENTY FIVE THOUSAND
7 _____ Dollars (\$ 25,000.00).

8 **EARNEST MONEY** of \$ - 0 - accompanies this Offer and earnest money of \$ - 0 -
9 will be paid within — days of acceptance.

10 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: NONE

14
15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** **CAUTION: Address rented fixtures or trade fixtures owned by tenants, if**
16 **applicable.** NONE

17 All personal property included in purchase price will be transferred by bill of sale or _____.

18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
20 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 12-15-10. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.

28 Seller's recipient for delivery (optional): 1/2 ATTORNEY STEVEN KRAUSE

29 Seller's delivery address: 15 PARK PLACE, SUITE 500 APPLETON, WI 54914

30 Buyer's recipient for delivery (optional): _____

31 Buyer's delivery address: CITY OF MENASHA 140 MAIN ST. MENASHA, WI 54952

32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.

33 (3) By fax transmission of the document or written notice to the following telephone number:

34 Buyer: (920) 967-5272 Seller: (920) 739-2927

35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) ~~(STRIKE ONE)~~ lease(s), if any,
37 are _____.

38 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **[STRIKE ONE]** exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or MENASHA CITY HALL
42 _____ no later than DECEMBER 31, 2010 unless another date or place is agreed to in writing.

43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and NONE. Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (_____)

48 **[STRIKE AND COMPLETE AS APPLICABLE]** **CAUTION: If Property has not been fully assessed for**
49 **tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real**
50 **estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated 12-13-10, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and NONE

56 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

- 57 ■ A "condition affecting the Property or transaction" is defined as follows:
- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are
82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and
83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are
84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the
85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment")(see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy
110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the
111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and
112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-
113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be
116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION:** Consider a special agreement if area assessments, prop-
125 erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-
126 lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm
127 sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public
128 facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

189 *etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies*
 190 *for investigation of these issues may be added to this Offer. See lines 293 to 298.*

191 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
 192 price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN**
 193 **BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

200 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for
 201 closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extend-
 202 ed as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to
 203 deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer
 204 shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provi-**
 210 **sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the Presi-
 216 dent such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

219 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material
 220 failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

221 If Buyer defaults, Seller may:

- 222 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 223 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the
 224 earnest money and have the option to sue for actual damages.

225 If Seller defaults, Buyer may:

- 226 (1) sue for specific performance; or
- 227 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

228 In addition, the Parties may seek any other remedies available in law or equity.

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF
 232 ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT
 233 CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
 234 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
 235 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

236 **EARNEST MONEY**

237 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property
 238 is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION: Should**
 239 **persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other**
 240 **than Buyer makes payment of earnest money, consider a special disbursement agreement.**

241 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
 242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed
 243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement
 244 agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement
 245 agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date
 246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer
 247 or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other
 248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and
 249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

250 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 251 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 252 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 253 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 254 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attor-
 255 neys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 256 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest
 257 money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR**
 258 **CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 _____ . If "Time is of the Essence"
264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 _____ days of acceptance: **CHECK THOSE THAT APPLY**
268 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
269 A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
271 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
273 Other _____
274 _____

275 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**
279 A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.
284 A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____ , at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1.) LEGAL DESCRIPTION - PARCEL # 2-00092-00 CONSISTS
294 OF LOT 37 AND THE WEST 1/2 OF LOT 38 OF BLOCK 7 OF THE ORIGINAL
295 PLAT OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.
296 2) THIS OFFER IS SUBJECT TO THE APPROVAL OF THE CITY OF MENASHA
297 COMMON COUNCIL

298 **ADDENDA:** The attached _____ is/are made part of this Offer.
299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on _____ [date] by [Licensee and firm] _____

303 (X) _____
304 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

305 (X) _____
306 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See Lines 236 - 259)
308 _____ Broker (By) _____

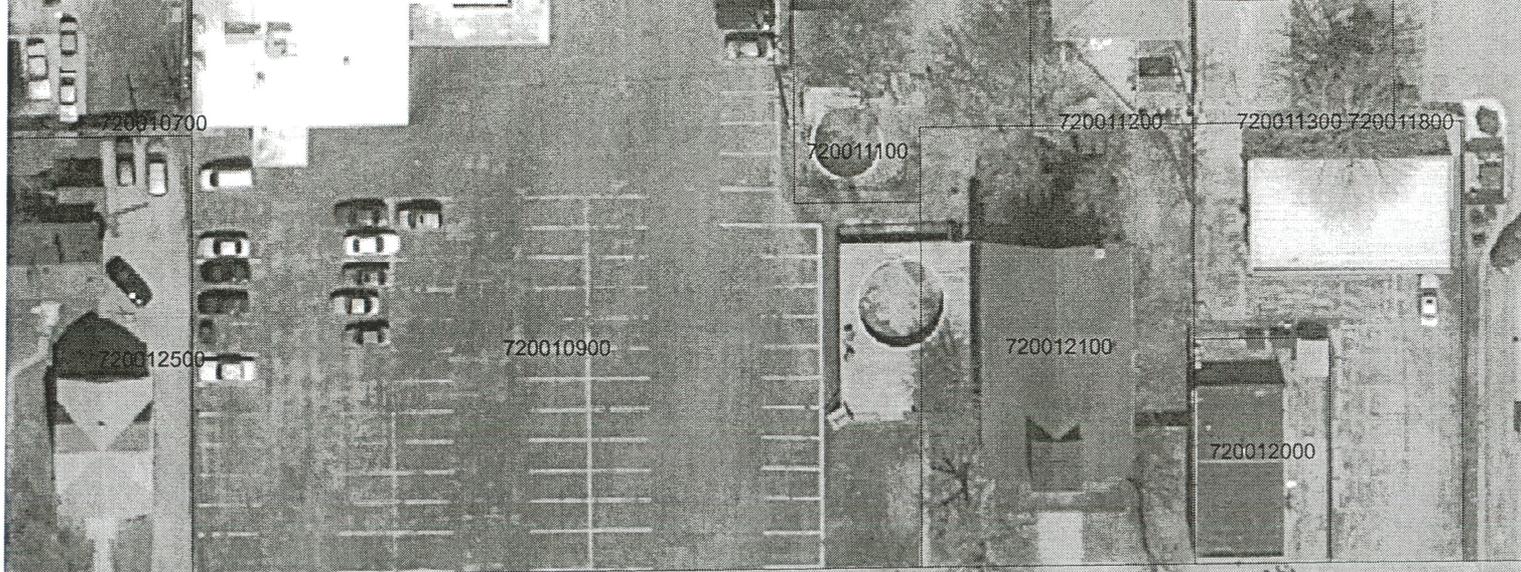
309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

312 (X) Steven P. Krause _____ 12/15/10
313 Seller's Signature ▲ Print Name Here: ► STEVEN P. KRAUSE AS Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

314 (X) ATTORNEY AND AGENT FOR SELLER (A "PURCHASER" UNDER AN UNRECORDED
315 Seller's Signature ▲ Print Name Here: ► LAND CONTRACT) Social Security No. or FEIN (optional) ▲ _____ Date ▲ _____

316 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

317 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED** [See attached counter] _____
318 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____



720010700

720011200

720011300 720011800

720011100

720012500

720010900

720012100

720012000



720008800

720009000

720009100

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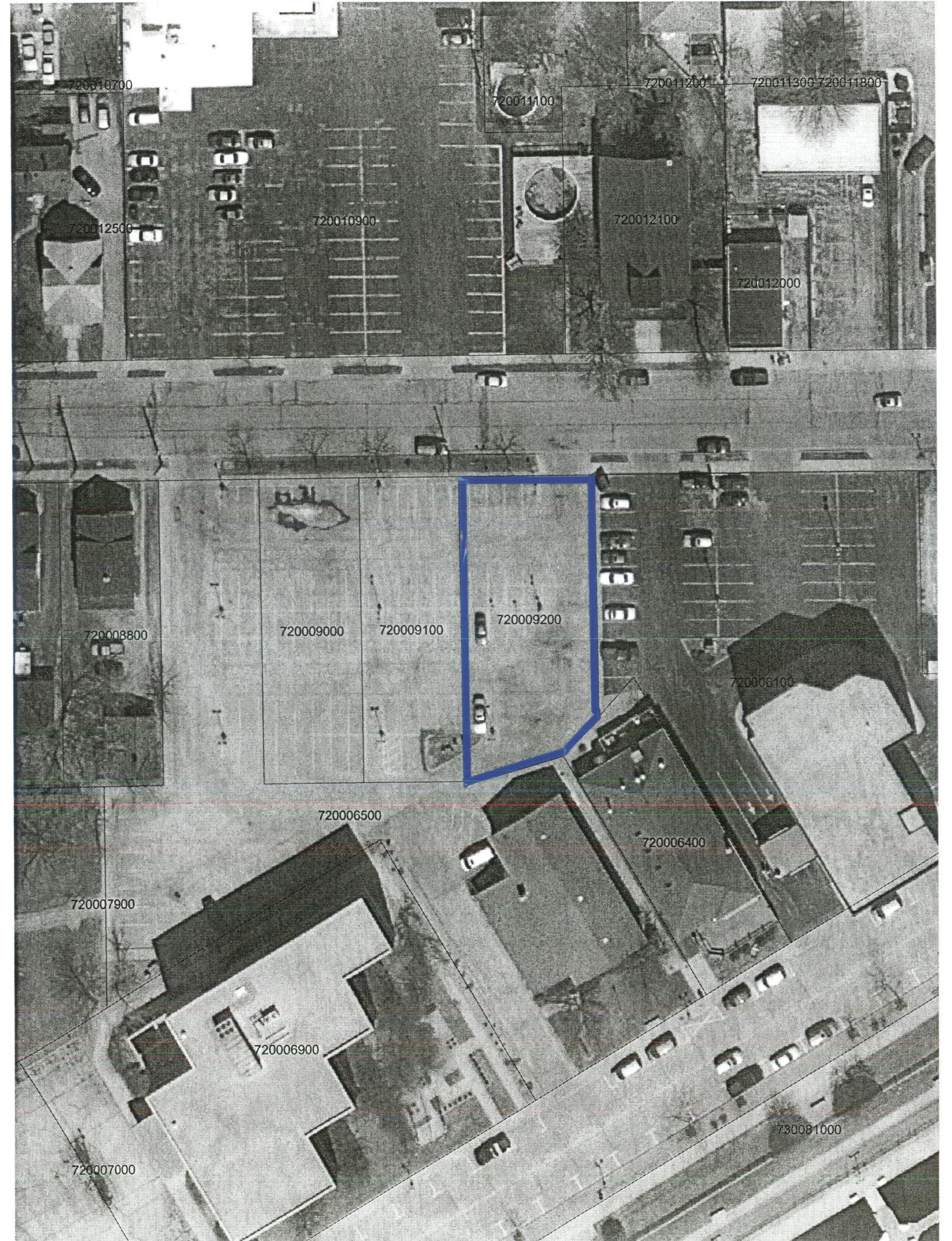
720006400

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720012500

720010900

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720008800

720009000

720009100

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720006400

720007900

720006900

730081000

720007000

Tax key number: 2-00092-00

Property address: Chute St

County: Winnebago

Owner name: Anchor Bank FSB

Owner address: PO Box 7933
Madison, WI 53791

Legal description: ORIGINAL PLAT OF MENASHA LOT 37 & W1/2 OF LOT 38 OF BLOCK 7

Assessment History

Year	Tax Class	Reasons for Change	Acres	Land	Improvements
2010	Commercial		0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2009	Commercial		0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2008	Commercial		0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2007	Commercial		0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2006	Commercial		0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2005	Commercial	Revalue	0.219	\$47,700	\$9,400
		Totals	0.219	\$47,700	\$9,400
2004	Commercial			\$33,000	\$2,600
		Totals		\$33,000	\$2,600
2003	Commercial			\$33,000	\$2,600
		Totals		\$33,000	\$2,600
2002	Commercial			\$33,000	\$2,600
		Totals		\$33,000	\$2,600
2001	Commercial			\$33,000	\$2,600
		Totals		\$33,000	\$2,600

Sect-Twn-Rge / Acres: _____ / _____

Neighborhood: Commercial 2

Nghbrhd group: Commercial

Zoning: C2

Flood plain? _____

Districts: Sanitary C

School 3430

TIF 3

Traffic: Light

Water: City water

Sanitary: Sewer

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
August 3, 2010
MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:30 p.m. by DPW Radtke.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: DPW Radtke and Commissioners Schmidt, Cruickshank, Sturm and Ald. Benner

PLAN COMMISSION MEMBERS EXCUSED: Mayor Merkes and Commissioner Homan

OTHERS PRESENT: CDD Keil

C. MINTUES TO APPROVE

1. **Minutes of the July 20, 2010 Plan Commission Meeting**

Moved by Comm. Cruickshank, seconded by Comm. Schmidt to approve the July 20, 2010 Plan Commission meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

E. DISCUSSION

1. **None**

F. ACTION ITEMS

1. **CSM – Midway Crossing**

Commissioners discussed the width of the proposed public street dedication and the possible future need for a sidewalk.

Motion by Comm. Sturm, seconded by Ald. Benner to recommend approval of the CSM with the condition that a 5 foot wide pedestrian easement be added to the east and south sides of the proposed public street.

The motion carried.

2. **Request for Alternate Building Materials – Student Housing Proposal**

This item was held pending receipt of a revised proposal.

3. **Parcel Acquisition – Chute Street Parking Lot**

Commissioners discussed:

- Former leasing of the lot by the city for parking purposes
- The location of the parcel as it relates to others in the Chute Street Parking Lot
- Its relationship to the Senior Center
- The relationship to the City Hall staff parking lot agreement with Germania Hall

- Capacity of the Chute Street lot for City Hall staff parking
- Potential cost savings associated with terminating the agreement with Germania hall related to snow removal and lot maintenance
- Future potential of the lot as a development site

Motion by Ald. Benner, seconded by Comm. Sturm to recommend that staff pursue negotiations for the acquisition of the parcel.

The motion carried.

4. **Site Plan Amendment – 1427-1429 Province Terrace**

CDD Keil presented a drawing depicting potential changes to the original site plan per the Plan Commission's prior actions. The consensus was that the site owner or purchaser should prepare a revised site plan incorporating the changes to the transitional area landscaping, dumpster enclosures and parking lot curbing/landscaping incorporating the changes depicted on the drawing.

G. ADJOURNMENT

Moved by Ald. Benner, seconded by Comm. Cruickshank to adjourn at 4:31 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director

RESERVE “CLASS B” LIQUOR LICENSE POLICY

When an application for a “Class B” liquor license is submitted to the Clerk’s office, it will be processed in accordance with Wisconsin State Statute 125 and Title 7, Chapter 2 of the Menasha Code of Ordinances. The 1997 Wisconsin Act 27, effective December 1, 1997 puts a quota of how many “Class B” liquor licenses a municipality can issue and established the Reserve “Class B” license. A Reserve “Class B” license requires a fee of \$10,000 in addition to the regular Class “B” and “Class B” license fees.

Reserve “Class B” licenses shall only be issued after all regular “Class B” licenses are issued. Consideration for a “Class B” license will be based on the business being opened to the general public and the economic impact to the City of Menasha. The Clerk shall establish a waiting list for those interested in a regular “Class B” liquor license.

Upon request, the City of Menasha will provide a grant of up to \$8,000 to anyone who is granted a Reserve “Class B” license provided that all criteria stated in Sec. 7-2-5 of the Code of Ordinances are met. Currently the criteria listed in Sec. 7-2-5 are:

- a. Inspections by the Fire Department, Health Department, and the Inspections department disclose no violations or that any violations have been corrected and approved.
- b. The applicant has not been convicted of any offense, misdemeanor, or felony relating to the sale of either intoxicating liquor or fermented malt beverages or for sale or delivery of any controlled substance for at least five years preceding the request.
- c. The applicant has not been delinquent with any obligation to the City of Menasha or Menasha Electric & Water Utility in any business which holds or has previously held any license issued under this section for at least five years.
- d. The applicant has not been convicted of operating a motor vehicle while under the influence of an intoxicant within the previous two years before this request.
- e. The applicant and all of the employees of the applicant have answered truthfully all questions in applications for any licenses to be used in conjunction with the business applying for the grant.
- f. Any requirements of an approved site plan approval have been completed.
- g. The application must have been made within one year after the granting of the Reserve license.
- h. The property must comply in all respects with any other requirements of the City of Menasha.

Staff is recommending the following changes to the criteria:

The applicant must be current and has not been delinquent more than 60 days with any obligation to the City of Menasha or Menasha Electric & Water Utility in any business for at least five years.

The business must be operating at the time of the grant.

A 90-day minimum before receiving grant/refund.

The grant/refund is based on indoor floor space dedicated to food service x \$10,000.
Maximum grant/refund is \$8,000.

SEC. 7-2-5 LICENSE FEES.

There shall be the following classes and denominations of licenses which, when issued by the City Clerk under the authority of the Common Council after payment of the fee hereinafter specified shall permit the holder to sell, deal or traffic in intoxicating liquors or fermented malt beverages as provided in Sections 125.04(5), (6); 125.28(1)(a), (b), (d); 125.28(2); 125.31(2)(a); 125.22(1),(2),(4); 125.32(4)(a); 125.31(2)(b); 125.26(2); 125.04(6); 125.17; 125.68(2); 125.32(2); 125.51(2); 125.51(3); or 125.57, Wis. Stats.:

- (a) Retail Class "A" Intoxicating Liquor License -- \$350.00 annually or fraction thereof.
- (b) Retail Class "B" Intoxicating Liquor License -- \$375.00 annually.
- (c) Class "B" Fermented Malt Beverage Retailer's License -- \$100.00 per year or three-fourths (3/4) of that amount for a six (6) month period.
- (d) Special Class "B" Fermented Malt Beverage Picnic License -- \$95.00 per event.
- (e) Wholesaler's License -- \$45.00 annually or fractional part thereof.
- (f) Reserve Class "B" Intoxicating Liquor License Fees.
 - (1) Reserve Class "B" Intoxicating Liquor License -- \$10,000 for the initial application And the renewal price as specified by 7-2-5(b).
 - (2) Upon request, the City of Menasha will provide a grant of \$8,000 to anyone who is granted a Reserve Class "B" Intoxicating Liquor License provided that all of the following criteria are met:
 - a. Inspections by the Fire Department, Health Department, and the Inspections Department disclose no violations or that any violations have been corrected and approved.
 - b. The applicant has not been convicted of any offense, misdemeanor, or felony relating to the sale of either intoxicating liquor or fermented malt beverages or for sale or delivery of any controlled substance for at least five years preceding the request.
 - c. The applicant has not been delinquent with any obligation to the City of Menasha or Menasha Electric & Water Utility in any business which holds or has previously held any license issued under this section for at least five years.
 - d. The applicant has not been convicted of operating a motor vehicle while under the influence of an intoxicant within the previous two years before this request.
 - e. The applicant and all of the employees of the applicant have answered truthfully all questions in applications for any licenses to be used in conjunction with the business applying for the grant.
 - f. Any requirements of an approved site plan approval have been completed.
 - g. The application must have been made within one year after the granting of the Reserve license.
 - h. The property must comply in all respects with any other requirements of the City of Menasha.
 - (3) The City Attorney shall review the written request for the grant and certify to the Clerk that all the requirements of this section have been satisfied. Upon such certification, the Clerk shall notify the Common Council that the Finance Department will be awarding the grant.
 - (4) Should the City Attorney notify the Clerk that all conditions precedent to the awarding of the grant not be satisfied, the applicant may appeal to the Administration Committee for award of the grant notwithstanding the non-compliance. The only issue before the Administration Committee shall be whether the grant ought to be awarded. No appeal may be taken as to the circumstances of the non-compliance.
- (g) Retail "Class C" Wine License - \$100.00 Annually.
- (h) Class "A" Fermented Malt Beverage License - \$225.00 Annually.

- (i) The provisions of s.125.185 Wis. Stats. are hereby adopted by reference. The City Clerk is designated as the municipal authority to authorize provisional licenses. Before issuing such provisional license, the Clerk shall ascertain that the inspections required by sec.7-2-8 have been stated and that the designated municipal official under sec. 7-2-8 has no objection to the provisional license. All fees for the permanent license shall have been paid prior to issuance of the provisional license. The fee for the provisional license shall be set by the Clerk and approved by the Common Council as part of the budget process. The initial fee shall be \$15. No provisional licenses may be granted where the application is for a picnic license or a temporary license. If the provisional license is requested for a premise that already holds a license, the existing license must be surrendered to the Clerk before a provisional license is issued.