

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  
September 7, 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, 8/16/10](#)
- D. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
  - 1. [CA/HRD Captain – Hail Damage to Heckrodt Wetland Reserve](#)
- E. ACTION ITEMS
  - 1. [Vision Insurance Plan of America 3 Year Renewal \(carry over from 7/19/10\)](#)
  - 2. [Agreement with Spielbauer Fireworks Co., Inc for fireworks programs on July 4, 2011 and July 4, 2012 \(carry over from 7/19/10\)](#)
  - 3. [Petroleum Tank Upgrade/Repair and Closure Permit Fees \(Recommended by NM Fire Rescue Joint Finance & Personnel Committee\)](#)
  - 4. [Vacant Land Listing Contract with Drifka Group Inc for 81 & 87 Racine and 504 Broad](#)
  - 5. [Loan to City of Menasha Sewage Utility](#)
  - 6. [O-12-10 An Ordinance Relating to Application of Menasha Building Codes](#)
  - 7. [O-14-10 An Ordinance Making Changes to Budget Review Dates](#)
  - 8. Set permit fees for re-roofing projects (Staff recommends \$40.00) (Refer to Item 6)
- F. 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  
August 16, 2010  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:35 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Roush, Taylor, Wisneski, Hendricks, Zelinski, Englebert

EXCUSED: Aldermen Langdon, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Lt. Brunn, DPW Radtke, CCD Keil,  
C/T Stoffel, Clerk Galeazzi, and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 8/2/10](#)

Moved by Ald. Zelinski, seconded by Ald. Roush to approve minutes.

Motion carried on voice vote

D. ACTION ITEMS

1. Vision Insurance Plan of America 3 Year Renewal (carry over from 7/19/10)

CA/HRD Captain explained she just receive the information on other options for vision insurance that she will have available for the next meeting.

Chairman Wisneski stated this item will be carried over to the next meeting.

2. Agreement with Spielbauer Fireworks Co., Inc for fireworks programs on July 4, 2011 and July 4, 2012 (carry over from 7/19/10)

Mayor Merkes explain he is waiting for the amended contract from Spielbauer Fireworks Co. He should have it by the next meeting.

Chairman Wisneski stated this item will be carried over to the next meeting.

3. Discussion on sale/use of lots on corner of Racine/Broad and Racine/First (Ald. Wisneski)

The Committee discussed marketing options for the lots. Committee questioned status of DNR contamination removal and Redevelopment Authority's roll in the decision of the lots.

Moved by Ald. Zelinski, seconded by Ald. Englebert to direct staff to contact realtors for listing proposes.

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Zelinski to adjourn at 7:00 p.m.

Motion carried on voice vote.

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



MEMORANDUM

TO: Administration Committee  
FROM: Pamela A. Captain, CA/HR  
SUBJECT: Hail Damage at Heckrodt Wetland Reserve  
DATE: Thursday, September 02, 2010

On July 20, 2010, buildings at the Heckrodt Wetland Reserve located at 1305 Plank Road sustained hail damage from a storm. An estimate of the damages has been forwarded to the City of Menasha by Heckrodt Wetland Reserve, Inc. (HWR), the management company for the reserve. It appears that the Main building, the Garage and the Lopas Learning Center are the buildings affected. Damages are estimated at \$43,526.77.

A review of the current executed lease and management agreement provides at paragraph 10:

10. Both parties release and relieve the other and waive their entire claim of recovery of loss or damage to owned or rented property arising out of or incident to fire, lightning and the perils included in the extended coverage about the premises, whether due to negligence of either of the parties, their agents or employees or otherwise; provided, however, that the insurance contracts obtained under this agreement do not prohibit such waiver.

Property insurance for HWR covering current and future fully completed structures and additions thereto of such nature and covering such structures, buildings, improvements and additions thereto which is customary and consistent with the City's casualty insurance coverage shall be carried by the city. The City's coverage shall take effect when the structure or building is fully constructed and accepted by the City. Until such event, and during all times when the building or structure is under construction, renovation, and/ or remodeling, HWR shall acquire and maintain adequate insurance for same. To the extent that the City's current building and structure insurance has a deductible, in the event that a claim is made against the City's insurance coverage for a structure utilized by HWR, HWR shall be responsible for and shall timely pay to the City the entire amount of such deductible in each incident.

The City's general property coverage is through the State of Wisconsin Local Government Property Insurance Fund. It appears that the Heckrodt buildings are not listed on the Statement of Values which is the document that lists City-owned buildings/structures.

City staff is working with HWR and staff from the Local Government Property Insurance Fund to resolve this issue. Further information will be forthcoming.



## MEMORANDUM

TO: Administration Committee

FROM: Pamela A. Captain, CA/HR

SUBJECT: Vision Insurance

DATE: Thursday, September 02, 2010

On July 7th, the City received a renewal notice from Vision Insurance Plan of America, Inc. (VIPA), extending the current rates for another 36 months. On July 19, this Committee reviewed the renewal request and asked staff to get other quotes. This request was forwarded to The Horton Group which provides insurance brokerage services to the City of Menasha. Horton requested quotations from AlwaysCare, Epic Life and Vision Service Plan.

The Horton Group provides a status below:

**AlwaysCare** - provided very competitive rates, but their standard plan includes a \$10 copayment for materials (glasses), whereas the City's current plan does not have a copayment for materials. Their network is similar to VIPA, and includes Target, ShopKo, Wal-Mart and a number of others. AlwaysCare provided a 2-year rate guarantee, whereas the rates provided by VIPA are guaranteed for three (3) years. There is the possibility that they can request AlwaysCare management approval to waive the copayment, but this would increase their quoted rates.

**Vision Service Plan** - Declined to issue a quotation.

**Epic Life** - The Epic proposal that most closely matched the City's benefit design is more expensive than the current/renewal rates provided by Vision Insurance Plan of America. In addition, the Epic Life plan requires a \$25 copayment on materials, whereas no copayment would apply for the City currently. If Epic Life were to remove this copayment, this would further increase their rates.

VIPA's rates have been very stable, and the City was able to increase benefits in 2009. Given the employee's familiarity with the current plan and network providers and the renewal at current rates for an additional 3 years, Horton recommends that the City renew with VIPA.

## Debbie Galeazzi

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**From:** Don Merkes  
**Sent:** Thursday, September 02, 2010 12:46 PM  
**To:** Debbie Galeazzi  
**Subject:** FW: 2011 & 2012 Fireworks Proposal  
**Attachments:** MenashaMulti-YearCont11.doc

September 2nd, 2010

City of Menasha  
Attn: Mayor Donald Merkes  
140 Main St.  
Menasha, WI 54952

Dear Mayor Merkes:

Thank you for the opportunity to submit the attached proposal for your consideration and approval. This proposal offers you a \$18,000.00 Aerial & Ground Fireworks Display and is a duplication of Proposal D that was provided to you in 2010. This program is being offered to you at a set price of \$18,000.00 for a two-year period.

This proposal contains every firework that was shot in your 2010 display except for the items listed in the \$1,000.00 addition to your order as shown on confirmation number 10Me852. This addition had consisted of six shell flights that were added onto the base program this past year.

If the proposal meets your approval please sign the attached two-year contract to accept this program for your 2011 & 2012 fireworks displays. Note that your insurance certificate will be sent to you in April of each year of the contract.

Note that the program being offered again includes the items we added to arrive at the final proposal we ended up going with in 2010. Those items include:

1. Four barrage boxes added to the opening of the display
2. Four three-inch 25 shot boxes added to the midlevel portion of the display as well as six inch shells to canopy those boxes with
3. A handful of San Tai shells added in the 3, 4, 5, and 6-inch sizes
4. 26 eight-inch shells added.

I believe we have created a program that works very well for your event and I would be proud to be given the opportunity to supply it to you over the next two years.

Sincerely,

Patrick W. Spielbauer  
Vice President



# SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

Office: 1976 Lane Road  
Green Bay, WI 54311

Factory & Warehouses: Bellevue

Telephone 1-920-336-0446

Fax 1-920-336-1214

Menasha

(Village)

WI

(Location)

Contract entered onto this 3<sup>rd</sup> day of **September** A.D., **2010** by and between Spielbauer Fireworks Co., Inc. party of the first part, and the **City of Menasha**.

Authorized Agent Mayor Don Merkes  
(Official in Charge)

Party of the first part agrees to furnish party of the second part Fireworks per program submitted, said display to be given on the evenings of **July 4<sup>th</sup>, 2011 & July 4<sup>th</sup>, 2012** weather permitting. It should be understood that should inclement weather prevent the giving of said display on date herein mentioned, the program would be given on the next clear night falling during the above week, for the additional sum of two hundred dollars, to cover auxiliary costs suffered by party of the first part. If said display is not rescheduled, a cancellation fee of 20% of the contract price shall be charged.

Party of the second part agrees to furnish party of the first part sufficient space for the proper giving of said displays, also to furnish dry space to store and prepare said fireworks; furnish necessary police protection and necessary lumber that may be required for erecting the displays, to help our expert display man that we send to superintend said displays.

The party of the first part agrees that proper protection for the benefit of spectators will be covered by bodily injury and property damage insurance at the time of displays, automobiles excluded. It is further agreed and understood that the party of the second part is to pay the party of the first part the sum of **\$18,000.00** for each of the above displays, same to be paid **\$18,000.00 due by July 4<sup>th</sup>, 2011 and \$18,000.00 due by July 4<sup>th</sup>, 2012**.

The parties hereto do mutually and severally guarantee the terms, conditions, and payments of this contract, their articles to be upon the parties themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF we set our hands and seals in duplicate hereof this 3<sup>rd</sup> day of **September, A.D., 2010**.

WITNESSES:

ACCEPTED BY           X          

(Official in Charge)

\_\_\_\_\_  
\_\_\_\_\_

Spielbauer Fireworks Co., Inc. REP

REMARKS:

Fireworks as per itemized proposal number 11Me949 dated 9/2/10. Note that this is a two-year contract for July 4<sup>th</sup>, 2011 and July 4<sup>th</sup>, 2012. Note that Spielbauer will be allowed to make equal price substitutions during the term of the contract in order to introduce new items into the 2011 and 2012 displays.



## Memorandum

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**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Al Auxier, Chief

**DATE:** July 22, 2010

**RE:** Petroleum Tank Upgrade/Repair and Closure Permit Fees

As you know, I have been working to update our petroleum tank permit and fees consistent between both municipalities. After reviewing our current fees and what the costs are for not only the additional time of our personnel to perform the field work and paperwork, I feel my proposed fees below cover the additional time and paperwork that is required for us to not only maintain but also to submit to the State of Wisconsin.

Installation, Upgrade and Repair Permit Fees	Tank Closure Permit Fees
First Tank or Component = \$100	\$20 per 1,000 gallon tank(s) capacity, with a minimum fee of \$80 and a maximum fee of \$240.00
Each additional Tank or Component \$50	
Maximum permit fee for installation, upgrade or repair not to exceed \$1,700.	

I am requesting a formal recommendation to both Cities for the changes in the above petroleum tank fees.

Thank you for your consideration.

AA/tt

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

**2 ■ PROPERTY DESCRIPTION:** Street address is: 87 Racine St., 81 Racine St., & 504 Broad St.  
**3** in Section \_\_\_\_\_ in the City of Menasha, County of Winnebago,  
**4** Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

**5 ■ LIST PRICE:** One Hundred Fifteen Thousand Dollars (\$ 115,000.00).

**6 ■ INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
**7** and the following items: None

**9 ■ NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
**10** continue to be owned by the lessor. (See lines 212-217): None

**12 ■ GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
**13** enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
**14** agreements or conservation easements, (county, state or federal): n/a

**16 ■ USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) **[STRIKE**  
**17** **ONE]** has been assessed as agricultural property under use value law.

**18 ■ SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:

**20 ■ SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
**21** subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:

**23 ■ MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
**24** Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
**25** Broker's marketing may include: Broker's standard marketing procedures; brochures, sign on  
**26** property, posting on national web-based listing services, direct broker email  
**27** Broker may advertise the following special financing and incentives offered by Seller: n/a

**28** Seller has a duty to cooperate with Broker's marketing  
**29** efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
**30** buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

**31 ■ OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
**32** Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
**33** personal property belonging to current tenants, sold to buyer or left with buyer's consent.

**34 ■ COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
**35** and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
**36** (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
**37** includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
**38** brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
**39** allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a

**41 CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

**42 ■ EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
**43** contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
**44** Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
**45** The following other buyers are excluded from this Listing until n/a **[INSERT DATE]**:  
**46** n/a

**47** These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
**48** Seller has either accepted an offer from the buyer or sold the Property to the buyer.

**49 ■ COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 50/50 split  
**50** \_\_\_\_\_ (Exceptions if any): n/a

**51 ■ COMMISSION:** Broker's commission shall be seven percent (7%)  
**52** Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 53** 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54** 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55** 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56** 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
 112 unless you release the broker from this duty.
- 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are  
 115 within the scope of the agency agreement.
- 116 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity unknown; gas unknown;  
 251 municipal sewer unknown; municipal water unknown; telephone unknown;  
 252 other n/a; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: C-1 General Commercial

254 ■ **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
 255 \_\_\_\_\_  
 256 \_\_\_\_\_  
 257 \_\_\_\_\_  
 258 \_\_\_\_\_  
 259 \_\_\_\_\_  
 260 \_\_\_\_\_  
 261 \_\_\_\_\_

262 ■ **ADDENDA:** The attached addenda \_\_\_\_\_  
 263 \_\_\_\_\_  
 264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 1st day of September, 2010,  
 269 up to and including midnight of the 31st day of August, 2011.

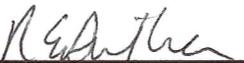
270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
 271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
 272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) \_\_\_\_\_ City of Menasha \_\_\_\_\_  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 140 Main Street  
 275 Menasha, WI 54952 (920) 967-5103  
 276 Seller's Address ▲ Seller's Phone # ▲

277 (920) 967-5272 gkeil@ci.menasha.wi.us  
 278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
 280 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 281 \_\_\_\_\_  
 282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
 284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  Robert Drifka Drifka Group Inc. 09/01/2010  
 286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
 N9601 Crystal Drive  
 287 Appleton, WI 54915 (920) 993-9065  
 288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 993-9065 bob@drifkagroup.com  
 290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲



MEMORANDUM

TO: Mayor Merkes, Council President Hendricks and the members of the  
City of Menasha Common Council

FROM: Tom Stoffel - Comptroller/Treasurer

DATE: 08/31/2010

SUBJECT: Loan to City of Menasha Sewage Utility

The city of Menasha, along with the city of Neenah have been paying for the litigation expenses incurred by the NM Sewage Commission involving the matters related to the PCB contamination in the Fox River. In the month of September, the City will be asked to pay approximately \$260,000 to the Commission as our part of the litigation expenditures now outstanding. However, the Sewage Fund currently has a cash balance of approximately \$145,000.

I am seeking Council permission to make a loan of up to \$200,000 from the General Fund to the Sewage Fund to provide the necessary cash to pay the Sewage Funds obligations. This loan will be at the same rate that the City is able to invest the money at and will be repaid to the City when the Sewage Fund has sufficient dollars on hand to do so.

The reason for a loan and not a transfer is because the Fund is supported by user fees and not by tax dollars. As a reminder, litigation counsel continues to seek reimbursement from the insurance companies as part of the carriers "duty to defend" obligations.

AN ORDINANCE RELATING TO THE APPLICATION OF "MENASHA BUILDING CODE"

Introduced by Ald. Wisneski

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Amend Title 15, Article A, SEC. 15-1-4(d)(2) of the Code of Ordinances of the City of Menasha as follows:

**Title 15 – Building Code**

**ARTICLE A**

Building Code

**SEC. 15-1-4 APPLICATION OF "MENASHA BUILDING CODE."**

(d) **ALTERATIONS AND REPAIRS.** The following provisions shall apply to buildings altered or repaired:

(2) Repairs.

Repairs for purposes of maintenance or replacements in any existing building or structure which do not involve the structural portions of the building or structure, or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways, or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy and use shall be deemed minor repairs. Ordinary repairs to buildings may be made without application or notice to the building inspection official. ~~Such repairs shall include and not be limited to re-roofing. However, should any person, firm or corporation desire the building inspection official to issue a roofing permit so that proper inspection can be made, he can obtain one on a voluntary basis by paying the necessary fee.~~ The repairs shall not include the cutting away of any wall, partition or portion thereof, the removal of cutting or any structural beam or bearing support, or the removal of change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements; nor shall ordinary repairs include addition to, alterations of, replacement or relocation of any standpipe, water pipe, sewer, drainage, drain leader, gas, soil, waste vent or similar piping, electrical wiring or mechanical or other works affecting public health or general safety. Ordinary repairs shall not include complete residing of a building.

SECTION 2: Amend Title 15, Article A, SEC. 15-1-5(a) of the Code of Ordinances of the City of Menasha as follows:

**Title 15 – Building Code**

**ARTICLE A**

Building Code

**SEC. 15-1-5 PERMITS.**

(a) **PERMITS REQUIRED.** No building or structure or any part thereof shall hereafter be built, enlarged, altered or demolished within the municipality, or moved within or out of the municipality, except as hereinafter provided, unless a permit therefore shall first be obtained by the owner or his agent from the Building Inspector. Permits required are as follows:

- (1) Accessory structures.
- (2) Air conditioning.
- (3) Building.
- (4) Electrical.
- (5) Heating.
- (6) Moving of buildings.
- (7) Occupancy.
- (8) Plumbing.
- (9) Roofing.
- (10) Signs.
- (11) Wrecking or Razing.
- (12) Other permits as required.

...

SECTION 3: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of September, 2010.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST: \_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

