

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 17, 2012  
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, 12/3/12](#)

D. DISCUSSION/ACTION ITEMS

1. [Proposed Acquisition of 7265 Manitowoc Road, Menasha](#)
2. [Proposed Weights and Measures Fees for licensing year 7/1/13-6/30/14  
\(Recommended by Board of Health\)](#)
3. [Grant Agreements between Winnebago County and City of Menasha for the term  
1/1/13 – 12/31/13 for Senior Center Coordinator and Senior Center Activity  
Coordinator, and authorized signature. \(Recommended by Committee on Aging\)](#)
4. [2013 Agreement and Contract Among ADVOCAP, Inc and City of Menasha &  
Neenah-Menasha YMCA, for the term 1/1/13-12/31/13, and authorized signatures.  
\(Recommended by Committee on Aging\)](#)

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 3, 2012  
MINUTES

DRAFT

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 11/19/12](#)

Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department, Special Weapons and Tactics Team, beginning January 1, 2013, and authorized signature](#)

PC Styka explained the Memorandum of Understanding. City of Menasha currently has a SWAT team. Joining with Winnebago County will allow more training opportunities and be more cost effective.

Moved by Ald. Sevenich, seconded by Ald. Langdon to recommend to Common Council Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department Special Weapons and Tactics Team beginning January 1, 2013 and authorized signature.

Motion carried on roll call 8-0.

2. [Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department, Dive/Rescue Team, beginning January 1, 2013, and authorized signature](#)

PC Styka explained the Memorandum of Understanding is to allow Captain Brett Halderson to volunteer as a member of the dive/rescue team. Captain Halderson is an accomplished diver and instructor. There will be no additional cost to the City.

Moved by Ald. Sevenich, seconded by Ald. Zelinski to recommend to Common Council Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department Dive/Rescue Team beginning January 1, 2013 and authorized signature.

Motion carried on roll call 8-0.

3. [Local Government Property Insurance Fund \(LGPIF\) \(Renewal\)](#)

CA/HRD Captain explained staff reviewed the insurance on City owned property and made changes based on their review. The Steam Utility building will be added to the policy once title is transferred to the City. No action is necessary on this item.

4. [Underground Storage Tanks \(UST\) Insurance Renewal](#)

CA/HRD Captain explained the options available for the underground storage tank insurance.

Moved by Ald. Langdon, seconded by Ald. Krueger to recommend to Common Council to approve the UST insurance coverage accepting the quotation of Ace American Insurance Company for one year for the term 1/1/2013 to 12/31/2013 in the amount of \$3,633.84 which included TRIA.

Motion carried on roll call 8-0.

5. [O-18-12 An Ordinance Amending Title 11, Chapter 2 of the Code Of Ordinances \(Habitual Truancy Prohibited\) \(Introduced by Ald. Klein\)](#)

PC Styka explained the changes to the ordinance. The change will allow the parent or guardian who is allowing the child to be truant to be issued a summons. This ordinance will help the Police Liaison Officer gain compliance when it comes to truancy.

Moved by Ald. Sevenich, seconded by Ald. Langdon to recommend to Common Council approval of Ordinance O-18-12

Motion carried on roll call 8-0.

6. [O-19-12 An Ordinance Amending Title 11, Chapter 1 of the Code Of Ordinances \(Theft from Service Providers\) \(Introduced by Ald. Klein\)](#)

PC Styka explained the ordinance adopts State Statute that allows for a summons to be issued if a person intentionally absconds after receiving goods or service from businesses such as restaurants, taxi cabs and gas stations.

Moved by Ald. Sevenich, seconded by Ald. Langdon to recommend to Common Council approval of Ordinance O-19-12.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Langdon, seconded by Ald. Krueger to adjourn at 7:34 p.m.

Motion carried on voice vote.

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



**Memorandum**

To: Administration Committee/Common Council  
From: Greg Keil, CDD *CK*  
Date: December 13, 2012  
RE: Proposed Acquisition of 7265 Manitowoc Road (Parcel # 7-00011-08)

Pursuant to the Plan Commission recommendation of August 7, 2012 (see attached) the Community Development Department has negotiated the acquisition of the above-referenced property. The primary objective of this acquisition is to consolidate the property to be acquired with existing city-owned parcels to create a larger parcel with a configuration that is better suited for commercial development.

I have attached a drawing showing the location of other city-owned parcels in the vicinity. These parcels were acquired and developed as part of the TID #12 Project Plan. The source of funds for the proposed acquisition is accrued increment from TID #12. I have also attached our listings of the city-owned Province Terrace lots FYI.

**WB-44 COUNTER-OFFER**

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 12/04/12 and signed by Buyer, GREG KEIL FOR THE CITY OF MENASHA  
2 for purchase of real estate at 7265 MANITOWOC ROAD is  
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to  
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other  
5 counter-offer unless incorporated by reference.]

6 PURCHASE PRICE IS \$36,275  
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.  
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making  
34 the Counter-Offer on or before \_\_\_\_\_ (Time is of the Essence).  
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and  
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by \_\_\_\_\_ on \_\_\_\_\_

39 \_\_\_\_\_ Licensee and Firm ▲ Date ▲  
40 Greg Keil 12/10/12 \_\_\_\_\_  
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 \_\_\_\_\_  
43 David Allen Member 12/10/12 \_\_\_\_\_  
44 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
45 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.  
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the  
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly  
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.  
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

**WB-44 COUNTER-OFFER**

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 12/04/2012 and signed by Buyer Greg Keil for the City of Menasha,  
2 for purchase of real estate at 7265 Manitowoc Road  
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the  
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in  
5 any other Counter-Offer unless incorporated by reference.]

- 6 A) price is \$37,550
- 7 B) David Allen and Scott dewitt are real estate brokers and also the members of Seller
- 8 C) there is no listing for the property or commission payable by any party

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before December 11, 2012 5pm (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.  
35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**  
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by david allen on 12/07/2012  
38 Licensee and Firm ▲ Date ▲

39 David Allen 12/07/2012  
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲  
41 Print name ▶ Print name ▶

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43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
44 Print name ▶ Print name ▶

45 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**  
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**  
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**  
52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

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2 for purchase of real estate at 7265 MANITOWOC ROAD is  
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to  
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other  
5 counter-offer unless incorporated by reference.]

6 PURCHASE PRICE IS \$35,000

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34 the Counter-Offer on or before \_\_\_\_\_ (Time is of the Essence).  
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36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**  
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by \_\_\_\_\_ on \_\_\_\_\_  
39 Greg M. Keik Licensee and Firm ▲ Date ▲  
40 12/5/12  
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

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43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

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45 Licensee and Firm ▲ Date ▲

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2 for purchase of real estate at 7265 Manitowoc Road  
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the  
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in  
5 any other Counter-Offer unless incorporated by reference.]

- 6 A) price is \$42,000
- 7 B) David Allen and Scott dewitt are real estate brokers and also the members of Seller
- 8 C) there is no listing for the property or commission payable by any party

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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
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32 making the Counter-Offer on or before December 11, 2012 5pm (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**  
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by david allen on 12/05/2012.  
38 Licensee and Firm ▲ Date ▲

39 David Allen 12/05/2012  
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲  
41 Print name ▶ Print name ▶

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43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
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46 Licensee and Firm ▲ Date ▲

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50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**  
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**



59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT: WARNING:** If Buyer contemplates developing Property or a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

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

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

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

122 ■ **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: 7265 MANITOWOC ROAD [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: \_\_\_\_\_

136 \_\_\_\_\_ . If "Time is of the Essence"

137 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

138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this

150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,

151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.

152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall

160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum

161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted

162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** THE PROPERTY TO BE ACQUIRED IS

180 LOTS 3 OF CSM #1144 RECORDED AS DOC. # 180525 CALUMET

181 COUNTY, WI R.O.D. CONSISTING OF 1.025 ACRES

182 \_\_\_\_\_

183 PURCHASE IS CONTINGENT UPON APPROVAL BY THE

184 MENASAA COMMON COUNCIL

185 \_\_\_\_\_

186 \_\_\_\_\_

187 \_\_\_\_\_

188  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **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  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**  
 200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

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

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

219 ■ **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
 221 the Parties to this Offer and their successors in interest.

#### 222 **DEFAULT**

223 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  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.

226 If Buyer defaults, Seller may:

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

230 If Seller defaults, Buyer may:

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

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

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
 237 covered by the arbitration agreement.

238 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ  
 239 THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT  
 240 ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR  
 241 HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

#### 242 **EARNEST MONEY**

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

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

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

268 PROPERTY ADDRESS: 7265 MANITOWOC ROAD [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: \_\_\_\_\_  
272 \_\_\_\_\_ This Offer is contingent upon Buyer obtaining the following :

273  Written evidence at (Buyer's)(Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's)(Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three  
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's)(Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's)(Seller's) STRIKE ONE expense for the following items related to the proposed  
286 development \_\_\_\_\_.

287  Written evidence at (Buyer's)(Seller's) STRIKE ONE expense that the following utility connections are located as follows ( e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_.

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining)(Seller providing) STRIKE ONE a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's)(Seller's) STRIKE ONE expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and : \_\_\_\_\_.

297 \_\_\_\_\_ STRIKE AND COMPLETE AS APPLICABLE Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**  
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_  
306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on \_\_\_\_\_ [date] by [Licensee and Firm] \_\_\_\_\_.

316 (x) \_\_\_\_\_  
317 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

318 (x) Greg M. Keil FOR THE CITY OF MENASHA \_\_\_\_\_ 12/4/12  
319 Buyer's Signature ▲ Print Name Here: ► GREGORY M. KEIL Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)  
321 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

325 (x) \_\_\_\_\_  
326 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

327 (x) \_\_\_\_\_  
328 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials\* \_\_\_\_\_ Date\* \_\_\_\_\_ ADMINISTRATION COMM 12/17/12 PAGE 12 Seller Initials\* \_\_\_\_\_ Date\* \_\_\_\_\_

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**August 7, 2012**  
**MINUTES**

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*3:30 PM Informal Public Hearing – Proposed City of Menasha Year 2030 Comprehensive Plan Future Land Use Map Amendment*

Mayor Merkes opened the informal public hearing at 3:35 PM.

PP Homan explained that the comprehensive plan amendment was being pursued to ensure the Future Land Use Map was consistent with the City's proposed Tax Incremental District #13 Project Plan, as required by state statutes. She indicated that the entire Alliance industries site, as well as most of the surrounding parcels, was already zoned for Industrial, but the future land use map currently designates this area for Community Commercial. The proposed future land use map change would update the map to show a proposal for future Industrial.

Doug & Jill Werch, owners of 600 Third Street, provided the following comments related to the proposed Comprehensive Plan Amendment:

- How does the future land use designation differ than the zoning of the current property.
- Inquired about what residential homes along Third Street are designated for future commercial & which ones are currently zoned for commercial.

PP Homan provided an explanation of the purpose of the Future Land Use Map, and how that differs from a zoning designation. She also discussed current zoning along third street, and future land use designations.

Mayor Merkes closed the public hearing at 3:45 PM.

*3:30 PM Public Hearing – TID #13 Project Plan and Boundary*

Mayor Merkes opened the public hearing at 3:45 PM.

PP Homan provided an overview of the TID #13 boundary, the proposed Alliance expansion, and highlighted some of the TID projects contained within the plan.

Doug & Jill Werch, owners of 600 Third Street, provided the following comments related to the proposed TID #13 Project Plan:

- Wanted to know whether Alliance Industries was a 3-shift or 2-shift company.
- Expressed concerns about how the proposed expansion may affect property values of neighboring residences.
- Expressed concerns regarding how close a new addition could be constructed to their lot line.
- Given the powder coating that Alliance does, had worries about environmental issues such as VOC's, water and waste.
- Had questions about how the company will address loading issues that currently exist on the site.

PP Homan explained that the City has provisions in its code that would require a transitional area, consisting of dense vegetation or other screening of 20 feet between new industrial construction and residential districts. The proposed addition would provide for a series of loading docks, which would help alleviate the on-street parking of semi's. She also indicated that WDNR monitors emissions and waste streams for the company, but that the City Sanitarian may have more information on how these sites are monitored.

Mayor Merkes closed the public hearing at 4:04 PM.

3:30 PM *Public Hearing – Amendment #2 of TID #1 for the Purpose of Designating TID #1 as a Distressed Tax Increment District*

Mayor Merkes opened the public hearing at 4:04 PM.

No one spoke.

Mayor Merkes closed the public hearing at 4:05 PM.

**A. CALL TO ORDER**

The meeting was called to order at 4:05 PM by Mayor Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Commissioner Sturm and Schmidt, DPW Radtke and Ald. Benner.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Cruickshank

PLAN COMMISSION MEMBERS ABSENT: None

OTHERS PRESENT: PP Homan, Doug & Jill Werch (600 Third Street), Steve DeJong (Meridian Surveying), Tom Kispert (McMahon), Michael King (Post Crescent), Dave Allen (1920 E. Apple Creek, Appleton).

**C. MINUTES TO APPROVE**

1. **Minutes of the July 3, 2012 Plan Commission Meeting**

Motion by Comm. Sturm, seconded by Ald. Benner to approve the July 3, 2012 Plan Commission meeting minutes as presented.

The motion carried.

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

1. No one spoke.

**E. DISCUSSION**

1. None

**ACTION ITEMS**

1. **Certified Survey Map – Arroyo – Abbey Avenue**

PP Homan described that the Arroyo's had acquired the property next door and had removed the home that had existed there. They desired to combine the property to consolidate tax bills and stormwater utility charges.

Steve DeJohn, Meridian Surveying, noted that the Arroyo's also desired to construct a new garage that would cross the lot line that currently exists between the two properties.

General discussion on whether a new garage could be constructed given that a garage already exists. PP Homan explained that the code has limitations on the number of garages and accessory structures that can be on a property and this would all be reviewed prior to any building permit being issued for a new garage.

Motion by Ald. Benner, seconded by DPW Radtke to recommend approval of the Arroyo CSM on Abbey Avenue as presented.

The motion carried.

2. **Site Plan Review – Neenah-Menasha Sewage Treatment Facility – 101 Garfield Avenue**

PP Homan provided an overview the proposed site plan, and indicated that there was no official

site plan on file for the Neenah-Menasha Sewage Treatment Facility, hence the need for this Site Plan approval. She noted that additional landscaping would need to be added to buffer the parking lot along Mathewson Street, given they will be completely repaving it; a lighting plan will need to be submitted as well. Lastly, she advised that this site is located in the I-2 district, where “public utility structures” are a permitted use requiring “conditional site plan approval,” which allows the Plan Commission to place conditions on the approval beyond what the city’s site plan regulations may require as a minimum. She advised that any additional condition should have a rational nexus between it and the negative externality it would address.

Tom Kispert, McMahon, provided Commissioners with a sample of the brick that will be utilized for the new building on the site. It was picked to match the brick used throughout the campus. He also noted that much of the site will be re-paved after construction is completed, as it is at the end of its life span. Lighting will be upgraded throughout the site as well. He noted that they are working with Public Works to review and approve all stormwater and erosion control provisions for the site.

Motion by DPW Radtke, seconded by Ald. Benner to approve the Neenah-Menasha Sewage Treatment Facility Site Plan at 101 Garfield Avenue, with the following conditions:

- Submittal of lighting plan to Community Development Staff for review and approval.
- Submittal to Community Development Staff of amended landscaping plan to include provisions for parking lot buffer along Mathewson Street for review and approval.

Motion by Comm. Sturm, seconded by Ald. Benner, to amend the motion to add the following condition:

- Request that the fence surrounding the parking lot along Mathewson Street be removed, if not necessary for site security or other safety reasons.

The motion, as amended, carried.

3. **Recommendation of Acquisition of Parcel #7-00011-08 – Manitowoc Road**

PP Homan stated that staff has been working with Emanona, LLC to contemplate a landswap that would trade this property for one owned by the city, just north of Stone Toad. She directed the Plan Commission to only consider whether acquisition of this property would be advantageous to the city, as terms and conditions of any real estate transaction would be debated by the Administration Committee and Common Council.

PP Homan indicated that this parcel would help facilitate development of two adjacent city-owned parcels that would be difficult to develop if not consolidated with this one. The Markway property would be the final property that would complete the property assembly if acquired in the future.

A general discussion occurred regarding the status of the Markway Building.

Motion by Ald. Benner, Seconded by Comm. Schmidt to recommend acquisition of Parcel #7-00011-08 with the following findings:

- Acquisition will be advantageous to the City.
- Acquisition will better implement the Comprehensive Plan’s future land use element.
- Acquisition will provide the City with an ability to control the use and development of the area when combined with the existing city-owned parcels.

The motion carried.

4. **Plan Commission Resolution 1-2012 Recommending Approval of an Amendment to the City of Menasha Year 2030 Comprehensive Plan Future Land Use Map**

PP Homan re-caped the overview of the Comprehensive Plan Amendment that was provided during the Public Hearing. The proposed change would change the future land use designation from Community Commercial to Industrial to facilitate the creation of TID #13. She indicated that all local and state regulations pertaining to notification and publication requirements have been followed in initiating this Comprehensive Plan Amendment.

Motion by Comm. Schmidt, seconded by Comm. Sturm, to approve Plan Commission Resolution 1-2012, recommending to Common Council the approval of the proposed Comprehensive Plan Amendment.

The motion carried.

5. **Plan Commission Resolution 2-2012 Recommending Approval of the Project Plan and Boundary of Tax Increment District #13**

PP Homan provided additional detail regarding the proposed TID #13 project plan. In particular, she highlighted the following projects within the plan:

- Infrastructure improvements, including closure of Appleton Street and electrical upgrades for Alliance Industries and Intertape Polymer Group.
- Streetscaping/landscaping upgrades along Racine St, Fourth Street, De Pere Street and Plank Road.
- Provisions for developer incentive to encourage the expansion of Alliance Industries.
- Capitalization of a Housing Rehabilitation Revolving Loan fund to service targeted neighborhoods within a ½ mile radius of TID #13.

Doug & Jill Werch, owners of 600 Third Street, commented on the closure of Appleton Street, and the pros and cons of doing so. They also expressed concerns for street trees on the West side of their property, which were damaged during the reconstruction of Third Street. One was blown over in 2011 during a severe storm, and the other is declining.

Mayor Merkes indicated that he would discuss this matter with City Forester Maas.

Motion by DPW Radtke, seconded by Comm. Sturm to approve Plan Commission Resolution 2-2012, conditioned on the adoption by the Common Council of the Year 2030 Comprehensive Plan Future Land Use Map amendment, as recommended in Plan Commission Resolution 1-2012.

The motion carried.

6. **Plan Commission Resolution 3-2012 Recommending Amendment #2 of TID #1 for the Purpose of Designating TID #1 as a Distressed Tax Increment District**

PP Homan indicated that the proposed amendment to TID #1 is to designate the TID as "distressed." State statutes provide cities the ability to "distress" TIDs that have project costs that will not be recovered by TID revenues prior to the expiration date for the district. TID #1, which was created to revitalize the downtown district, will close at the end of 2012 if not extended via distressed designation.

By distressing the TID, the city is allowed to extend the TID up to 10 additional years to recoup project costs via TID increment. The city anticipated TID #1 expenditures will be paid within 3 years, at which point it would be retired. No additional projects or boundary changes can occur once a TID is distressed.

Motion by Comm. Schmidt, seconded by Ald. Benner to approve Plan Commission Resolution 3-2012.

The motion Carried.

**G. ADJOURNMENT**

Motion by Comm. Schmidt, seconded by DPW Radtke to adjourn at 5:35 p.m.

The motion carried.

*Minutes respectfully submitted by PP Homan.*

# City-Owned Development Parcels TID #9

## Legend

- Available
- Sold
- Government Use
- Proposed Acquisition



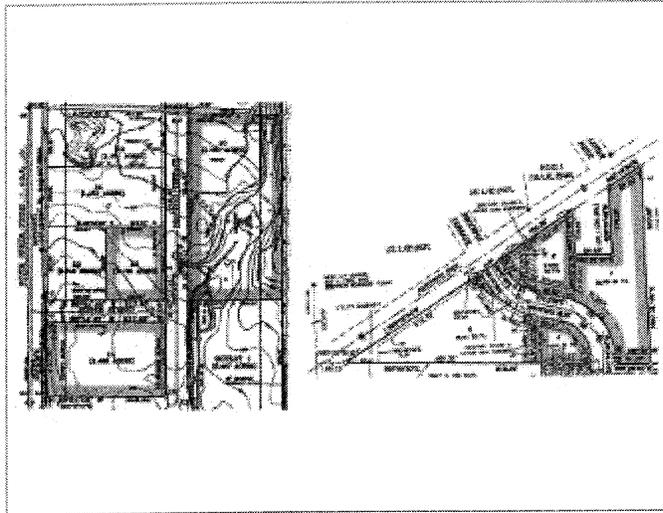


Bob and Jenny Drifka — (920) 993-9065

Land For Sale

## Province Terrace Lots

Province Terrace/South Oneida Street, Menasha, WI 54952



Price: **\$27,878 - \$126,847**

Lot Size:  
**13,939.20 - 126,324 SF**

Total Lot Size: **6.59 AC**

Property Type: **Land**

Property Sub-type:  
**Commercial/ Other (land)**

Features:  
Electricity/Power  
Water  
Telephone  
Cable  
Gas/Propane

Last Updated 7 days ago  
Listing ID 16541547

### 6 Lots Available

Lot 1	Price:	<b>\$113,256</b>
	Lot Size:	<b>1.30 AC</b>
	Price/AC:	<b>\$87,120</b>
	Lot Type:	<b>Commercial/ Other (land)</b>

Lot 2	Price:	<b>\$54,014</b>
	Lot Size:	<b>0.62 AC</b>
	Price/AC:	<b>\$87,119.35</b>
	Lot Type:	<b>Commercial/ Other (land)</b>

Lot 4	Price:	<b>\$27,878</b>
	Lot Size:	<b>0.32 AC</b>
	Price/AC:	<b>\$87,118.75</b>
	Lot Type:	Commercial/ Other (land)
Lot 10	Price:	<b>\$116,160</b>
	Lot Size:	<b>2.90 AC</b>
	Price/AC:	<b>\$40,055.17</b>
	Lot Type:	Commercial/ Other (land)
Lot 11	Price:	<b>\$126,847</b>
	Lot Size:	<b>1.45 AC</b>
	Price/AC:	<b>\$87,480.69</b>
	Lot Type:	Commercial/ Other (land)
Lot 12	Price:	<b>\$63,423</b>
	Lot Size:	<b>0.73 AC</b>
	Price/AC:	<b>\$87,146.11</b>
	Lot Type:	Commercial/ Other (land)

### Description

Prime Commercial Lots available and ready for construction in the South Oneida Street growing commercial area. All Utilites are available to lot line.

Locatd on South Oneida Street south of Highway 441 approximately 1 mile. Near the intersection of South Oneida Street and Manitowoc Road.

**Map of Province Terrace/South Oneida Street, Menasha, WI 54952 (Winnebago County)**

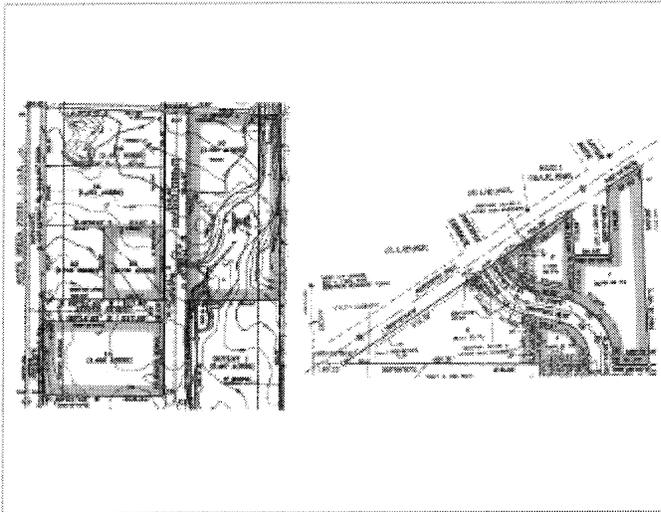


Bob and Jenny Drifka — (920) 993-9065

Land For Sale

## Province Terrace Lots

Province Terrace/South Oneida Street, Menasha, WI 54952



Price: **\$27,878 - \$126,847**

Lot Size:  
**13,939.20 - 126,324 SF**

Total Lot Size: 6.59 AC

Property Type: Land

Property Sub-type:  
Commercial/ Other (land)

Features:

Electricity/Power

Water

Telephone

Cable

Gas/Propane

Last Updated 7 days ago  
Listing ID 16541547

### 6 Lots Available

Lot 1	Price:	<b>\$113,256</b>
	Lot Size:	<b>1.30 AC</b>
	Price/AC:	<b>\$87,120</b>
	Lot Type:	Commercial/ Other (land)

Lot 2	Price:	<b>\$54,014</b>
	Lot Size:	<b>0.62 AC</b>
	Price/AC:	<b>\$87,119.35</b>
	Lot Type:	Commercial/ Other (land)

## Weights and Measures Proposed Fees for 2013

<u>Device Category</u>	<u>2012 Fee</u>	<u>Proposed Fee</u>
Scales 0 to 30 lbs.	\$50.00	\$51.00
Scales 31 to 1000 lbs.	\$93.00	\$95.00
Vehicle Scales	\$167.00	\$170.00
Point of Sale Systems	\$64.00	\$65.00
Scanner	\$93.00 (1-4 Scanners) additional \$19 per scanner for each scanner over 4	\$95.00  Same
Prepack Scales	\$50.00	\$51.00
High Accuracy Scales (Pharmacy, Jewelers, Precious Metals)	\$93.00	\$95.00
Estimate only Scales	\$20.00	\$20.00
Weight Sets	\$17.00	\$17.00
Rules/Tapes	\$12.00	\$12.00
Linear (Fabric, Wire, Rope Meters)	\$48.00	\$49.00
High Speed Diesel Fuel Dispenser	\$91.00	\$93.00
Computing Pumps (Previously known as metering chambers)	\$50.00	\$51.00
Vehicle Tank and Bulk Plant Meters	\$123.00	\$125.00
Timing Devices	\$33.00	\$34.00
Taximeters	\$59.00	\$60.00
Electric Pill Counters	\$50.00	\$51.00
Recycling Machines	\$153.00	\$156.00
Specialized and Non Categorical Devices	\$48.00/hr.	\$49/hr.
Annual License Processing Fee	\$96.00	Same
Re-Inspection Fee	\$100.00	Same
Late Payment Fee	\$100.00	Same
Penalty Fee for Device Non-Registration	Double the per device fee	Same

**These fees fund the wts/measures program 100%**

**GRANT AGREEMENT**

Between

**WINNEBAGO COUNTY**

and

**City of Menasha**

for

**Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas**

This GRANT AGREEMENT is made and entered into this 1<sup>st</sup> day of January 2013 by and between WINNEBAGO COUNTY, hereinafter referred to as "COUNTY," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "GRANTEE".

**WITNESSETH:**

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to GRANTEE for the purpose of providing Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas program services in Winnebago County and WHEREAS the GRANTEE whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the GRANTEE do agree as follows:

**SECTION I: RESPONSIBILITIES OF GRANTEE**

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1<sup>st</sup> day of January 2013, and shall terminate as of the 31<sup>st</sup> day of December 2013.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2013-2015, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

**GRANTEE** agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.
4. **ASSIGNMENT** – **GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

## SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$25,741.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2013. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2014.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

## SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the

Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.
5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

#### SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

#### SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

**GRANTEE** agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

**GRANTEE'S** that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

**SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS**

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.
5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

#### SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

#### SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.



**2013 AGREEMENT AND CONTRACT**  
Among  
**ADVOCAP, INC.**  
And  
**CITY OF MENASHA**  
**MENASHA COMMITTEE ON AGING**  
And  
**NEENAH-MENASHA YMCA**  
With  
**MENASHA SENIOR CENTER**

**PURPOSE:**

The Winnebago County Nutrition Program funded through the Older Americans Act is administered by ADVOCAP, Inc. through a contract with the Winnebago County Department of Human Services. In consideration of the mutual agreements, ADVOCAP, INC., hereinafter referred to as "Program," having offices at 181 E. North Water Street, Suite 210, Neenah WI 54956, and the CITY OF MENASHA with the MENASHA SENIOR CENTER elderly facility operated by the NEENAH-MENASHA YMCA, located at 116 Main Street, Menasha WI 54952, hereinafter referred to as "Facility," agree as follows:

**FACILITY SHALL PROVIDE:**

1. Use of the Main Activity Room and kitchen area at the Menasha Senior Center facility for meal service Monday through Friday from 9:00 a.m. to 1:00 p.m.
2. Use of necessary storage space in basement and use of storage closets in the Main Activity Room and use of cupboard and drawer space in the kitchen..
3. Use of existing refrigerator, utility carts, coffee servers, silverware, coffee makers, built-in dishwashing machine, and miscellaneous utensils.
4. Payment of all facility utility charges and garbage removal.
5. General janitorial services and maintenance.

**PROGRAM SHALL PROVIDE:**

1. Meal site management including recruiting, training and scheduling of volunteers who shall be responsible for hosting, serving, cleanup, record keeping, etc. and shall follow health and sanitation procedures. The Meal Site Manager is responsible for all meal site operations. All comments, concerns, and problems regarding the meal site should be directly referred to the Meal Site Manager or the Program Director.
2. Meals served shall meet the most current Dietary Guidelines for Americans, and provide at least one-third of the current DRI's (RDA's/AI's), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science. Meals served shall also meet the nutrient standards required for Nutrition Program meals as stated in A Manual of Policies, Procedures, & Technical Assistance for the Wisconsin Aging Network, Last Revised June 30, 2011.
3. Upon mutual agreement, the Meal Site Manager and the YMCA Active Older Adult Director will coordinate such events that shall be beneficial for program participants. This may include, but are not limited to birthday and seasonal parties (holiday parties and the meal site anniversary party). The Meal Site Manager will arrange for the Program Advisory Council (PAC) meeting when it is scheduled to be held at the Menasha Senior Center.

4. Additional consumables such as disposables (plates, silverware, cups, napkins) salt, pepper, sugar, non-dairy creamer, ketchup, sanitizer, dish detergent, and dishwasher machine detergent.
5. Equipment for meal service including steam table, serving and meal trays, cups, sugar and creamer dispensers, coffee urns (30-36 cup), four coffee servers (white swirl), serving utensils, three dish pans, dish rack and drain board, towels, dishcloths, a desk, file cabinet and chair.
6. Replacement of small facility equipment (such as coffee makers, salt and pepper shakers, etc.) that becomes damaged during regular use by the Program and maintenance on the built-in dishwashing machine.
7. Laundering of dishcloths and towels used by the program.
8. Daily cleanup of dining room and kitchen so that the areas are left in a neat and orderly manner.
9. A cellular telephone with cost of the phone and monthly fees paid for by the Program.

**FACILITY AND PROGRAM SHALL AGREE AS FOLLOWS:**

1. Individuals who are eligible to receive congregate meals are:
  - a) Aged 60 or older.
  - b) Any spouse who attends the dining center with their spouse who is aged 60 or older.
  - c) A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provide.
  - d) A disabled individual who resides at home with an eligible older individual participating in the program.
2. Individuals who are eligible to receive home delivered meals (HDMs) are:
  - a) A person aged 60 or older who is frail and essentially homebound by reason of illness, disability, or isolation, for which an assessment concludes that participation is in the individual's best interest.
  - b) A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
  - c) A disabled individual who resides at home with an eligible older individual participating in the program.
3. Other individuals who are permitted to receive either congregate or home delivered meals are:
  - a) Individuals granted a Non-Elderly by Greater Wisconsin Agency on Aging Resources.
  - b) Volunteers of the Nutrition Program.
  - c) Staff of the Nutrition Program.
  - d) Informal caregiver of a person who is eligible to receive either congregate or home delivered meals.
  - e) Individuals whose meals are paid for in full by community-based, long-term care programs operated by Winnebago County Department of Human Services, Lakeland Care District, other managed care organizations or IRIS
  - f) Guests who do not meet any of the program eligibility criteria and who pay the full cost of a meal.

4. No meals will be served on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas and Christmas Day. If any of these holidays fall on a Saturday, the meal site is closed on Friday. If the holiday falls on Sunday, the meal site will typically be closed on Monday.
2. Supply each other with the job description of the YMCA Active Older Adult Director and the Menasha Meal Site Manager.
3. Conduct a annual inventory of mutual supplies used in connection with the meal site program.
4. Conduct regular meetings with Program and Facility staff to review meal site operation.
5. The YMCA Active Older Adult Director is responsible for planning all programs and activities within the Facility with exception of the special events so designated under the **PROGRAM SHALL PROVIDE** section, Item 3, that are to be carried out jointly.
6. The modified storage space and shelving shall remain in the Facility, when and if, the Nutrition Program discontinues its service at the Facility.
7. All parties will observe Federal laws and regulations pertaining to nondiscrimination in the provision of services and in employment practices. To that end, no qualified persons shall be excluded from participation in an ADVOCAP program, including the Nutrition Program, or be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of age, race, creed, religion, color, sex, physical or developmental condition or disability, association with a person with a disability, sexual orientation, national origin, ancestry, political affiliation, marital, paternal or family status, pregnancy, arrest record, citizenship status, veteran status or any other characteristic protected by law.
8. Comprehensive general liability insurance will be maintained by all parties with certificate of insurance coverage being furnished mutually by each party. If changes should occur, a new certificate of insurance should be submitted immediately.

CITY OF MENASHA & NEENAH-MENASHA YMCA.  
MENASHA SENIOR CENTER  
2013 AGREEMENT AND CONTRACT

This Contract represents the Agreement in effect between the Facility and the Program. This Agreement is in effect from January 1, 2013, through December 31, 2013. However, any party may, at any time during the life of the Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of the intention to do so.

IN WITNESS OF THIS AGREEMENT, the duly authorized agents sign APPROVED this day:

\_\_\_\_\_, 2012  
(Date)

CITY OF MENASHA  
MENASHA SENIOR CENTER

ADVOCAP, INCORPORATED

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

2 DONALD MERKES  
Mayor, City of Menasha

MICHAEL BONERTZ  
Executive Director

BY: \_\_\_\_\_

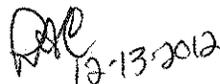
SUE NETT  
Menasha Public Health Director

NEENAH-MENASHA YMCA  
MENASHA SENIOR CENTER

BY: \_\_\_\_\_

2 JEAN WOLLERMAN  
Active Older Adult Director

Approved

  
\_\_\_\_\_  
City Attorney