

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
March 19, 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, 3/5/12](#)
- D. COMMUNICATIONS
 - 1. [Update version of 2012 Insurance Summary](#)
- E. ACTION ITEMS
 - 1. [Appeal of Denial of Operator's License – Dolan Oelschlaeger](#)
 - 2. [Option to Purchase former NMFR Station 36, 901 Airport Road](#)
 - 3. [Selection of Assessment Firm for City Assessment Services](#)
- 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
March 5, 2012
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 7:14 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, PRD Tungate, LD Lenz, PP Homan, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 2/20/12](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [2012 Insurance Summary](#)

CA/HRD Captain explained the insurance policies covering the City.

E. ACTION/DISCUSSION ITEMS

1. [Appeal of Denial of Operator's License – Brenda Heinritz](#)

Brenda Heinritz explained the circumstances in her convictions for the reason her application for an operator's license was denied. She stated she has straighten out her life. She is receiving a promotion to supervisor at CVS Pharmacy that requires her to hold an operator's license.

PC Styka explained the guidelines followed when denying Ms. Heinritz application for an operator's license. A conviction in 2008 was the reason for the denial. Ms. Heinritz had no incidents or convictions since 2008. PC Styka did state that Ms. Heinritz was applying for an operator's license for her job in retail, not at a tavern.

CA/HRD Captain explained how the offense is related to the circumstances of the job or licensed activity.

Discussion ensued on comparing being license for selling alcohol in a store or serving in a tavern.

Moved by Ald. Zelinski, seconded by Ald. Langdon to reverse the denial of an operator's license for Brenda Heinritz.

Motion carried on roll call 5-3.

Ald. Klein, Taylor, Langdon, Krueger, Zelinski – yes

Ald. Sevenich, Englebert, Benner – no

2. [O-3-12 An Ordinance Amending Section 11-1-1 of the Municipal Code – Offenses Against State Laws Subject to Forfeiture \(Trespassing\) \(Introduced by Ald. Taylor\)](#)

Moved by Ald. Taylor, seconded by Ald. Sevenich to recommend to Common Council O-3-12.

Moved by Ald. Taylor, seconded by Ald. Sevenich to include State Statute 943.13 Trespass to Land.

PC Styka explained the City Code needs to be updated to follow State Statute to enforce concealed carry changes.

Motion on amendment carried on roll call 8-0.

Motion as amended carried on roll call 8-0.

3. [Guidelines for Licensed Mobile Restaurants \(Ald. Klein\)](#)

No action.

4. [Special Event Policy \(Ald. Krueger\)](#)

General discussion ensued on the proposed changes to the Special Event Policy.

Moved by Ald. Benner, seconded by Ald. Englebert to leave in the policy that Non-profit Organizations as Event Holders may receive up to a 50% discount on the total Special Event bill.

General discussion on non-profit and for-profit groups.

Motion failed on roll call 3-5.

Ald. Sevenich, Englebert, Benner – yes

Ald. Klein, Taylor, Langdon, Krueger, Zelinski – no

Moved by Ald. Klein, seconded by Ald. Krueger to remove last four lines of paragraph seven under Fees “Other possible incurred charges for events that may need to be paid in addition to the Special Events application fee includes food sales permits, tent permit fees, firework fees, the designated flat fee approved by the Common Council for use of requested part and facility locations, etc.

General discussion on who sets park fees for special events.

Motion carried on roll call 8-0.

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council Special Event Policy as amended.

Motion carried on roll call 5-3.

Ald. Klein, Taylor, Langdon, Krueger, Zelinski – yes

Ald. Sevenich, Englebert, Benner – no

5. [O-2-12 An Ordinance Amending Section 12-1-5 of the Municipal Code \(Park Regulations\) \(Introduced by Ald. Krueger\) \(Held 2/20/12\)](#)

No action.

F. ADJOURNMENT

Moved by Ald. Zelinski, seconded by Ald. Benner to adjourn at 7:55 p.m.

Motion carried on voice vote.

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

2012 Insurance Summary (Updated)

CITY OF MENASHA

Coverage	Insurance Company	Policy Number	Expiration Date	Deductibles	Premium
Property	LGPF	140411	12/31/2012	\$5,000 aggregate	18,010.00
Liability	CVMIC	PEL 107	12/31/2012	\$25,000 SIR;	50,002.00
Auto Physical Damage	CVMIC	CAP-05-019	12/31/2012	\$100,000 aggregate;	13,909.00
				\$5,000,000 per occurrence in excess of SIR	
Excess Public Entity Liability Ins	CVMIC	6907902	12/31/2012	\$1,000 Difference between \$5,000 and SIR	1,835.00
				25,000/100,000 aggregate	
Employment Practice Liability Ins	CVMIC	EPL5946110-01	12/31/2012	\$25,000 SIR;	4,537.00
Workers Compensation	CVMIC	CWC-14-019	12/31/2012	\$1,000,000 per occurrence in excess of SIR;	162,070.00
				\$1,000,000 total policy period limit	
Crime	Hanover Insurance	1829796	1-1-2011 to 1/1/2014	\$1,000/employee with max \$100,000 per occurrence;	570.00 (3-yr quote; annual premium)
Inland Marine	Allianz	0093012358	2/28/2013	Forgery/Alteration, max of \$5,000 per occurrence	3,570.00
Boiler & Machinery	Traveler's	7415P537	3/1/2013	refer to policy	6,117.00 \$3,804
				\$2,500	
Underground Storage Tanks	Liberty Surplus Ins	TXESF103892111	3/10/2012 to 12/31/2012	\$25,000/per occurrence	3,306.83

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Tonics, Jitters, R&R (nothing)
SPECIAL EVENT PROVISIONAL (TEMP) REGULAR RENEWAL

Name Delschlaeger Dolan L.
Last First Middle

Address 1117 S. Commercial St. # B Neenah, WI 54956
Street City State/Zip Code

Phone _____ Social Security _____

Height _____ Weight _____ Eyes _____ Hair _____ Sex _____ Race _____

Birth Date _____ Age _____ Birthplace _____

Scars, Marks, Tattoos N/A

Drivers License No. _____ State of Issue WI

Expiration Date 6-11-2013

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!

Do you currently have any criminal charges pending against you? No

Have you ever been convicted of a felony? Yes

Have you ever been convicted of a misdemeanor? Yes

Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes

Have you ever been convicted of any law statute or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? Yes

Have you ever been convicted of any law, statute or ordinance pertaining to the possession, use or sale illegal drugs? No

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE [Signature] Date 1-13-12

WITNESS _____ Date _____

Approved _____ Denied Expiration Date _____

Chief of Police [Signature] Date 3/9/12

Comments: 2/15/12 to City Atty for approval - to be reviewed

REVOKED FOR VIOLATION: _____

Please answer all yes questions from the front of this form completely! Include correct charges, date of offense, and sentence. Failure to include all information or inaccurate information may result in the denial of your application!

4, DWI. Convicted, 7-20-09 265 days jail

Disorderly Conduct, Convicted 10-8-09, 100.00 fine

OAR 2nd, Convicted 8-16-06, fine

3, DWI Convicted 9-24-04, jail 20 days

1st. OAR Convicted 9-24-04, fine

2nd DWI. Convicted 3-24-03 jail 7 days

True? Felony U, Convicted 12-8-95, 6 months jail

First DWI, Around 1996-1997 municipal fine
around 600.00

HTO for OAR, around 1993, 6 months jail



February 16, 2012

Dolan L. Oelschlaeger
1117 S. Commercial St., Apt. B
Neenah, WI 54956

Re: City of Menasha Alcohol Operator's License Application

Dear Mr. Oelschlaeger,

I have reviewed your application for an Alcohol Operator's License in the City of Menasha and in doing so I discovered you have felony conviction on your record. As such, this matter has been referred to city attorney Pamela Captain for further review. Upon her rendering a decision regarding this matter, I will further advise you as to the status of your Alcohol Operator's License at that time.

Sincerely,

Lt. Ron Bouchard
Investigative Services
City of Menasha Police Department

Cc: City Attorney Pam Captain



MEMORANDUM

Date: March 8, 2012

To: Ron Bouchard, Lieutenant of Operations

From: Pamela A. Captain, City Attorney

RE: Alcohol Operator's License Application – Dolan L. Oelschlaeger

The alcohol operator's license application of Dolan L. Oelschlaeger has been forwarded to me for review as required by SEC. 7-2-21(b) of the City of Menasha code of ordinances due to a felony conviction that has not been pardoned.

On the application the applicant checked "yes" to the following questions: Have you ever been convicted of a felony? Have you ever been convicted of a misdemeanor? Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Have you ever been convicted of any law, statute or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)?

Applicant's (partial) record is reported by the State of Wisconsin Department of Justice as follows:

10/7/2009	Disorderly Conduct misdemeanor - Guilty
7/20/2009	Operating While Intoxicated (4 th offense) misdemeanor – Guilty
5/2/2006	Operating While Revoked (2 nd) misdemeanor - Guilty
9/22/2004	Operating While Under Influence (3 rd) misdemeanor – Guilty
9/22/2004	Operating While Revoked misdemeanor – Guilty
3/24/2003	Operating While Intoxicated (2 nd) misdemeanor – Guilty
2/11/1999	Operating While Intoxicated (1 st)
8/21/1995	Operating After Revocation as Habitual traffic offender misdemeanor - Guilty
12/4/1995	Theft felony – Guilty

Based upon the fact that the felony conviction occurred over 10 years ago, applicant served the sentence imposed and there is no direct nexus between the felony conviction and receiving an operator's license, this request for an operator's license would generally be recommended for approval.

However, applicant has multiple convictions for operating a motor vehicle while intoxicated, the most recent dated 7/20/2009, which convictions are substantially related to the license for which he applies

and which demonstrate his disregard for following the law. In addition, applicant has multiple convictions for operating with a revoked license also demonstrating applicant's disregard for following the law. Applicant also has a misdemeanor conviction for disorderly conduct.

Engaging in bartending involves the purchase and sale of a closely regulated substance - alcohol. Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community.

In my opinion, based upon the facts as presented above as well as §125.04(5), Wis. Stats., this applicant's request for an alcohol operator's license should be denied.

The applicant should be informed that this decision may be appealed to the City of Menasha Common Council for a due process hearing.



Date: March 9, 2012

To: Dolan L Oelschlaeger
1117 S Commercial St #B
Neenah, WI 54956

Re: City of Menasha Alcohol Operators License Application

Mr. Dolan Oelschlaeger

I have reviewed your application for an alcohol operator's license in the City of Menasha and in doing so it was discovered that you were previously convicted of a Felony. As such this matter had been referred to the City Attorney Pamela Captain, for her review and opinion. The opinion has been rendered by the City Attorney and I would like to note the following convictions:

On October 7, 2009- A misdemeanor Disorderly Conduct, you were found guilty.

On July 7, 2009- A misdemeanor Operating While Intoxicated, 4th offense, you were found guilty.

On May 2, 2006- A misdemeanor Operating While Revoked, 2nd offense, you were found guilty.

On September 22, 2004- A misdemeanor Operating While Under the Influence, 3rd offense, you were found guilty.

On September 22, 2004- A misdemeanor Operating While Revoked, you were found guilty.

On March 24, 2003- A misdemeanor Operating While Intoxicated, 2nd offense, you were found guilty.

On February 11, 1999- Operating While Intoxicated, 1st offense, you were found guilty.

On August 21, 1995- A misdemeanor Operating After Revocation as Habitual traffic offender, you were found guilty.

On December 4, 1995- A felony Theft, you were found guilty.

The City Attorney's opinion indicated that the Felony conviction occurred over 10 years ago and that you have served the sentence imposed and there is no direct nexus between the felony conviction and receiving an operator's license. It further indicated that generally this request for operator's license under this condition would be recommended for approval.

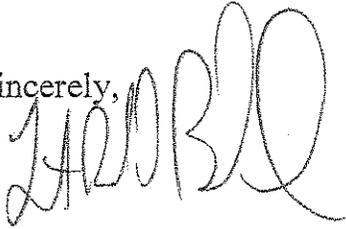
However it further notes that you have multiple convictions for operating a motor vehicle while intoxicated, the most recent dated July 20, 2009, which convictions are substantially related to the license for which you applied for and which demonstrates your disregard for following the law. In addition, you have multiple convictions for operating with a revoked license also demonstrating your disregard for following the law. You also have a misdemeanor for disorderly conduct.

Engaging in bartending involves the purchase and sale of a closely regulated substance-alcohol. Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community.

Based upon these facts that have been presented as well as statute 125.04(5) of the Wisconsin Statute and the City of Menasha policy, your request for an Alcohol operator's license is denied.

I would like to further advise you that you may appeal this decision, by contacting the Menasha City Clerk's Office at (920)967-3603 within 30 days of this denial to request an appeal before the common council. At this appeal you have the right to be represented and to be heard and to present evidence in favor of granting the license and to rebut the evidence presented in opposition to the granting of this license at a hearing held within 45 days of the filing of such appeal.

Sincerely,

A handwritten signature in black ink, appearing to read "RON BOUCHARD". The signature is written in a cursive style with large, looping letters.

Lt. Ron Bouchard
Investigative Services
Menasha Police Department



Memorandum

TO: Administration Committee
FROM: Greg Keil, CDD *GK*
DATE: March 15, 2012
RE: Former NMFR Station 36

An Option to Purchase agreement has been advanced to the city by FP One, LLC for the above-referenced city owned facility (FP One, LLC is affiliated with the Pfefferle Companies, owner of the parcels to the south of the former fire station). A copy of the option is attached. Staff has been discussing the terms of the option with the buyer and its attorney. We have reached consensus on most of the substantive terms, but have not received a revised offer which is pending resolution of four items.

These items include:

- 1.) The term of the option, which was originally proposed for one year.
- 2.) The placement of advertising signs on the premises.
- 3.) Conducting of on-site testing for geotechnical purposes.
- 4.) Rezoning of the parcel by the city to permit commercial use.

We may be able to reach resolution on these items prior to the March 19, 2012 Administration Committee meeting. In that event a revised option agreement will be presented to you at the meeting.



WB-24 OPTION TO PURCHASE

1 ~~Atty.~~ **BROKER DRAFTING THIS OPTION ON** December 5, 2011 [DATE] IS AGENT OF (SELLER)(BUYER)(DUAL-AGENT) **[STRIKE TWO]**
2 The Seller, City of Menasha, Wisconsin, hereby grants to Buyer,
3 FP One, LLC, an option to purchase (Option) the Property
4 known as [Street Address] 901 Airport Road in the
5 City of Menasha, County of Winnebago, Wisconsin.

6 (if this Option is to be recorded, insert legal description at lines 218-224 or attach as an addendum per line 225) on the following terms:
7 **[DEADLINE FOR GRANT OF OPTION]** This Option is void unless a copy of the Option which has been signed by or on behalf of
8 all Owners is delivered to Buyer on or before January 15, 2012 (Time is of the Essence).

9 **[OPTION TERMS]** An option fee of \$ 10.00 will be paid by Buyer within 10 days of the granting of this Option, and
10 shall not be refundable if the Option is not exercised. If the Option is exercised, \$ 10.00 of the option fee shall be a credit
11 against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than
12 midnight [see Addendum]. Buyer may sign and deliver the notice at lines 247-248, or may deliver any other written notice
13 which specifically indicates an intent to exercise this Option. ~~This Option shall be extended until _____, upon~~
14 ~~payment of \$ _____ in cash or equivalent to Seller on or before _____, as an option extension~~
15 ~~fee which shall not be refundable if this Option is not exercised. If this Option is exercised, \$ _____ of the option extension~~
16 ~~fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to Seller)~~
17 ~~(held in listing broker's trust account until N/A~~

18 _____) **[STRIKE ONE]**
19 This Option, or a separate instrument evidencing this Option, (may) ~~(may not)~~ **[STRIKE ONE]** be recorded. **CAUTION: FAILURE TO**
20 **RECORD MAY GIVE PERSONS WITH SUBSEQUENT INTERESTS IN THE PROPERTY PRIORITY OVER THIS OPTION.**

21 **[TERMS OF PURCHASE]** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:
22 ■ **PURCHASE PRICE: Seventy-Five Thousand**
23 Dollars (\$ 75,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.
24 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
25 encumbrances, all fixtures, as defined at lines 172-175 and as may be on the Property on the date of this Option, unless excluded at lines
26 28-29, and the following additional items: [See additional terms included on Addendum]

27
28 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** the existing structures located on the Property

29
30 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or
31 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and ^{recorded}
32 agreements entered under them, recorded easements for the distribution of utility and municipal services, /recorded building and use
33 restrictions and covenants, general taxes levied in the year of closing and no other exceptions ^{servicing the Property}
34 _____ (provided none
35 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller
36 further agrees to complete and execute the documents necessary to record the conveyance.

37 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Evans Title Companies
38 _____ within 60 days after the exercise of the Option, unless another date or place is agreed to in writing.

39 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option
40 (lines 218-224 or in an addendum per line 225). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider
41 an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

42 **[LEASED PROPERTY]** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the~~
43 ~~lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**~~
44 ~~lease(s), if any, are The Property will not be subject to any leases at closing~~

45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and N/A
47 _____ . Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net
48 general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net
49 general real estate taxes for the preceding year) (N/A

50 _____) . **[STRIKE AND COMPLETE AS APPLICABLE]**
51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **[ZONING]** Seller represents that the property is zoned R-1 [see Addendum]

54 **[REPRESENTATIONS REGARDING PROPERTY AND TRANSACTION]** Seller represents to Buyer that as of the date Seller grants this
55 Option Seller has no notice or knowledge of conditions affecting the Property or transaction (as defined at lines 63 - 88) ~~other than those~~
56 ~~identified in Seller's property condition report, dated _____, which was received by Buyer prior to Buyer signing~~
57 ~~this Option **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and N/A~~

59 Seller agrees to notify Buyer of any condition affecting the Property or transaction which is materially inconsistent with the above
 60 representations, which arises after this Option is granted, but prior to exercise of this Option. Buyer shall have reasonable access to the
 61 Property, upon reasonable notice, from the time this Option is granted until the time for closing, for the purpose of inspecting and testing
 62 the Property to the extent reasonably necessary to fulfill the inspection and testing provisions of this Option. (See lines 110-124)
 63 A "condition affecting the Property or transaction" is defined as follows:

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

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

93 **■ PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of
 94 closing or occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and
 95 tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be
 96 obligated to repair the Property and restore it to the same condition that it was on the day this Option is exercised. If the damage is greater
 97 than 5% of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be rescinded by Buyer and
 98 all Option fees paid by Buyer shall be immediately returned to Buyer. Should Buyer elect to exercise this Option despite such damage,
 99 Seller shall either repair the Property and restore it to the same condition that it was on the day of exercise of this Option, except for
 100 ordinary wear and tear or Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit
 101 towards the purchase price equal to the amount of Seller's deductible on such policy.

102 **■ BUYER DUE DILIGENCE:** Prior to exercising this Option Buyer may need to perform certain inspections, investigations and testing.
 103 Buyer is only authorized to do those inspections, investigations and tests which are authorized at lines 196-200 or lines 218-225. In
 104 addition to these inspections, investigations and tests, Buyer may need to obtain financing, approvals or other information, including
 105 but not limited to building permits, zoning variances, Architectural Control Committee approvals, review of condominium documents,
 106 review of business records, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, etc.
 107 **WARNING:** If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should
 108 be addressed in order to determine the feasibility of development of, or a particular use for, a property. Buyer is solely
 109 responsible for all expenses relating to financing, inspections, investigations, testing, approvals, permits, estimates, etc.

110 **■ INSPECTIONS:** An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than
 111 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer's inspectors
 112 reasonable access to the Property upon reasonable notice for those inspections authorized at lines 197-198. Buyer agrees to
 113 promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Option.

114 **■ TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the
 115 Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and
 116 the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon
 117 reasonable notice for those tests authorized at lines 199-200. Note: The authorization for testing should specify the areas of the
 118 Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's
 119 testing and any other material terms of the authorization. Unless otherwise agreed, Buyer shall return the Property to its original
 120 condition following testing. **Seller acknowledges that certain inspections or tests may detect environmental pollution**
 121 **which may be required to be reported to the Wisconsin Department of Natural Resources.**

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

125 **■ CONDOMINIUM DISCLOSURES:** If the Property is a Condominium, Seller agrees to provide Buyer, at Seller's cost (see
 126 Wisconsin Statutes §703.20(2)), complete, current copies of the disclosure materials (organization and operational documents, plans, financial

127 statements, and in the case of a conversion condominium property information) as required by Wisconsin Statutes §703.33 no later than 15
 128 days prior to closing and any amendment to these materials promptly after its adoption (except as limited for small residential
 129 condominiums per Wisconsin Statutes §703.365). These materials are available at cost from the condominium association. As provided in
 130 Wisconsin Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification
 131 thereto, rescind this Option by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

132 **TITLE EVIDENCE**

133 ■ **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
 134 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 135 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

136 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall
 137 be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days
 138 before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject
 139 only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as
 140 appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR**
 141 **TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE**
 142 **OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

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

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

155 **DELIVERY/RECEIPT**

156 Unless otherwise stated in this Option, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects
 157 as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal
 158 delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once
 159 received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 160 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery
 161 provisions in this Option may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 203-209). Buyer
 162 and Seller authorize the agents of Buyer and Seller to distribute copies of the Option to Buyer's lender, appraisers, title insurance companies
 163 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

164 **DATES AND DEADLINES**

165 Deadlines expressed as a number of "days" from an event, such as exercise of this Option, are calculated by excluding the day the
 166 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as
 167 a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other
 168 day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.
 169 Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from
 170 the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or
 171 as the day of a specific event, such as closing, expire at midnight of that day.

172 **FIXTURES** A "fixture" is defined as an item of property which is physically attached to or so closely associated with land
 173 or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items
 174 not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily
 175 treated as fixtures.

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

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

182 If **Buyer defaults** under the terms of purchase after exercise of this Option, Seller may:

- 183 (1) sue for specific performance and request the earnest money as partial payment of the purchase price, or
- 184 (2) terminate the purchase agreement and have the option to sue for actual damages.

185 If **Seller defaults** under the terms of purchase after exercise of this Option, Buyer may:

- 186 (1) sue for specific performance; or
- 187 (2) terminate the purchase agreement and sue for actual damages.

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

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

193 **RENTAL WEATHERIZATION** Unless otherwise agreed Buyer shall be responsible for compliance with Rental Weatherization Standards
 194 (Wis. Adm. Code Comm. 67), if applicable.

195 PROPERTY ADDRESS: 901 Airport Road [page 4 of 4, WB-24]

196 **AUTHORIZATION FOR INSPECTIONS AND TESTS** Buyer is authorized to conduct the following inspections and tests (see lines 110-121).

197 INSPECTIONS: [See Addendum]

198

199 TESTS: [See Addendum]

200

201 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 203-212.

203 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 206 or 208 (if any), for delivery to the Party's delivery address at lines 207 or 209.

206 Seller's recipient for delivery (optional): Greg Keil, Director, Community Development

207 Seller's delivery address: 140 Main St., Menasha, WI 54952

208 Buyer's recipient for delivery (optional): Todd Platt

209 Buyer's delivery address: Pfefferle Co., 200 E. Washington, Ste. 2A, Appleton, WI 54911

210 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 206 or 208.

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

212 Buyer: (920) 730-4286 Seller: (920) 967-5272

213 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to payment of option fees and extension fee and all other dates and deadlines in this Option except: _____ . If "Time is of the Essence"

215 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

217 This Option (is)(is not) **STRIKE ONE** assignable. This Property (is)-(is not) **STRIKE ONE** homestead property.

218 **ADDITIONAL PROVISIONS** [See additional terms included on Addendum]

219 _____

220 _____

221 _____

222 _____

223 _____

224 _____

225 **ADDENDA** The attached Addendum is/are made part of this Option.

226 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

231 This Option was drafted on 12/05/2011 [date] by [Licensee and Firm] Atty. Richard J. Knight

232 (x) FP ONE, LLC

233 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

234 (x) By: [Signature] _____ 12-6-11

235 Buyer's Signature ▲ Print Name Here: ► John Pfefferle, Manager Social Security No. or FEIN (Optional) ▲ Date ▲

236 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

240 (x) _____

241 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

242 (x) _____

243 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

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

245 THIS OPTION IS REJECTED _____ THIS OPTION IS COUNTERED [See attached counter] _____

246 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

247 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 201-212) Buyer exercises the Option to Purchase.

248 (x) _____ (x) _____

249 Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

ADDENDUM TO OPTION TO PURCHASE
PROPERTY: 901 Airport Road, Menasha
BUYER: FP One, LLC

A. The terms of the printed WB-24 Option to Purchase are modified and supplemented as follows:

1. Line 12. The Option may be exercised no later than midnight on the first year anniversary following the date on which the Seller certifies to the Buyer that (a) the former fire station and all other improvements on the Property and all building foundations have been removed; (b) all debris from the demolition of the improvements has been removed from the Property and properly disposed of; (c) engineered fill has been delivered and rough graded to properly fill holes left following demolition of the improvements; and (d) the Seller delivers to Buyer copies of Phase I and Phase II environmental audit reports, as described below, indicating that no hazardous conditions exist on the Property, as also described below.

2. Environmental Audit. The environmental audit reports referenced above, to be provided by the Seller are described as follows:

The Seller shall provide a written environmental assessment of the property from an independent environmental consultant approved by Buyer, indicating that: (1) the property is free from all toxic and hazardous substances and environmental contaminants, (2) the property complies with all federal, state and local environmental, health and safety laws and regulations, and (3) there are no material contingent liabilities affecting the property under said laws and regulations. The cost of obtaining the report shall be paid by Seller and Seller shall be responsible for obtaining it.

The Assessment shall evaluate the present and past uses of the Property, and the presence on, in or under the Land (and on land sufficiently proximate to any of the Property as to pose the risk to migration, or other adverse effect on any of the Property) of any Hazardous Materials. The Assessment shall reveal no Hazardous Material on or Hazardous Condition at any of the Property and no other environmental matters unacceptable to Buyer. In the event that (i) the results of the Assessment are inconclusive, or (ii) the results of the Assessment reveal material environmental matters unacceptable to Buyer, in its sole judgment, then Seller agrees to proceed immediately with a Phase II assessment and to be responsible for all costs required to pursue the recommendations of the environmental consultant with regard to Phase II physical testing of the property and to remediate the Property so as to make it free of environmental "defects", as described above.

Seller shall execute an Indemnification Agreement at closing in which the Seller agrees to indemnify and hold the Buyer, its agents and assigns, harmless from all costs and expenses for which the Buyer may be obligated in order to completely eliminate all environmental defects. The indemnification shall extend to the cost of attorney's fees, disbursements and court costs and all other professional and consultants' expenses.

Notwithstanding the foregoing, if at any time, the environmental consultant estimates that the cost of testing and remediation of the Property is likely to exceed \$100,000, then the Seller may choose to terminate the Option to Purchase and declare the agreement null and void in which case all option fees shall be returned promptly to Buyer.

B. The following additional provisions shall apply to this transaction:

1. Rezoning. No later than the date of closing, the Property shall be rezoned to C-1 by the Seller at Seller's cost.

2. Survey. Within twenty-one (21) days of the date of Buyer's exercise of the Option, Seller shall deliver to Buyer an updated survey of the Property (the "Survey"), dated as of a date on or after the date the Option is exercised, prepared by a surveyor duly registered in the State of Wisconsin, and certified by said surveyor as having been prepared in accordance with the minimum detail and classification requirements of the land survey standards of the American Land Title Association, and specifically incorporating all of the standards and protocols contemplated by the minimum standard detail requirements and classifications for ALTA/ASCM land title surveys and shall include an "ALTA Certification", acceptable to the title company, to permit the maximum possible removal of title exceptions resulting from a survey. The cost of the survey shall be paid by Seller.

3. Right to Advertise and Access the Property. The Seller agrees that the Buyer and a real estate broker with whom the Seller enters into a listing agreement may post signs on the Property advertising the Property for development including for sale or lease. The Buyer shall be permitted to post such signs and to have unrestricted access to the Property effective on the date of the Option to Purchase. In addition to the Buyer having access to the Property to advertise it and to show it to prospects for sale or lease, the Buyer may also conduct such inspections and tests on the Property as Buyer chooses provided that the Buyer repairs all damage caused to the Property and returns it to the same condition as existed prior to the inspection or test.

4. Electronic Document Delivery. The parties agree that the delivery standards and definitions set forth in the above provisions of this Option to Purchase (the "Document") are supplemented to add delivery of documents or written notices relating to this Document by e-mail. E-mail delivery of documents and written notices is effective upon the electronic transmission of the document or notice to the e-mail address specified below for the party.

The parties' e-mail addresses are:

Seller: gkeil@ci.menasha.wi.us

Buyer: tplatt@pfefferle.biz



MEMORANDUM

TO: Mayor Merkes, Committee Chairman Klein and the members of the City of Menasha Administration Committee

FROM: Comptroller/Treasurer Stoffel *TS*

DATE: 03/014/2012

SUBJECT: Selection of City Assessor

Included in your Administration Committee packet are three responses I received from firms interested in providing Assessment and Tax Listing Services to the City of Menasha. Several years ago the City made the decision to discontinue having this service performed by in-house staff and sought out independent vendors to provide this service. Associated Appraisal Consultants, submitted the winning bid and has been performing the duties of City Assessor ever since.

However, their contract runs out at the end of April, 2012 and because the City Assessor, along with the City Clerk and City Attorney, are appointed for a specific period of years, the Committee and Council will need to take action to appoint a new City Assessor.

After reviewing the proposals submitted, having experienced a positive working relationship with the present assessment firm and their having fulfilled and at times exceeded the expectations of the agreement, I would request that the Committee take action to forward to the Common Council a recommendation of retaining Associated Appraisal consultants as the City's Assessor of record for the period of May 1, 2012 through April 30, 2018.



March 9, 2012

Thomas Stoffel
Comptroller/Treasurer
City of Menasha
140 Main St.
Menasha, WI 54952

City Council,

We at **Grota Appraisals** appreciate your interest in our assessment services and look forward to a long and prosperous relationship.

We are certain that we can perform at a high level to meet or exceed your expectations for your proposed assessment work. Our quoted costs for performing these services are more than competitive with others performing similar services.

We have enclosed a complete response to the request for proposal for assessment services.

Grota Appraisals is technology savvy and regularly uses *Market Drive PC*, assessment software, to develop uniform and equitable assessments. The City incurs no additional fees or expenses to use or maintain this software, but yet the City will derive all the benefits this program provides.

Additionally, **Grota Appraisals** will make available several Viewer Versions of the *Market Drive PC* assessment software for use by City staff. Assessment Technologies, our sister company, which developed *Market Drive PC* software will display the City's assessment information on our *AssessorData.Org* website, at no charge to the City. This website provides assessment information, such as, tax key #s, legal descriptions, basic property descriptions, last building permit date, last sale date, and the land, improvement and total assessed values, all at no charge to the user.

Grota Appraisals is fully staffed and equipped to start the City of Menasha assessment administration functions immediately.

Should any questions arise regarding this proposal, please call.

Sincerely,

Michael L. Grota
Grota Appraisals

City of Menasha Proposal 2012

Legal Business Name

Grota Appraisals, LLC
N88 W16573 Main St.
Menomonee Falls, WI 53051

Lead Professionals

Michael L. Grota - Direct responsibility for the completion of duties in a timely manner.

James Young - Co-lead Appraiser in charge of day-to-day operations of your account.

Les Ahrens - Co-lead appraiser in charge of day-to-day operations of your account.

Appraiser Experience

Michael L. Grota - Owner, Manager, Grota Appraisals, LLC - Major responsibilities are contract bidding and maintenance, new technologies, training and education, problem solving and quality control - A second generation Assessor, Mike has followed his father's career path.

James Young - Lead Assessor, oversight of division Assessors, main responsibility is Commercial valuation and Assessor for several communities - Jim has nearly 19 years experience in assessment/appraisal - Jim has held various positions including Assessor for the City of Sun Prairie.

Les Ahrens - Division Assessor, oversight of several appraisers with responsibility for several Towns and Villages - Les recently celebrated his 11th anniversary with Grota Appraisals - Les holds a two-year degree in appraisal from the Waukesha County Technical College.

Overview

Grota Appraisals is the best choice for the following reasons:

1. Grota Appraisals is knowledgeable of the City of Menasha.
2. We have a great working relationship with the Winnebago and Calumet County's, this relationship is seamless saving time, money and eliminating errors
3. Grota Appraisals is staffed with talented and driven assessment professionals trained to perform the many necessary tasks required in this difficult business.
4. Grota Appraisals knows Menasha, Mike has helped prior Assessors in the City, we work for similar sized and natured communities.
5. Grota Appraisals has a great reputation as evidenced by its list of 54 communities containing a total inventory of approximately 130,000 real estate parcels.
6. Grota Appraisals has the greatest knowledge of the use of technology in assessment practices in the State of Wisconsin. In 1996, Grota Appraisals with our sister company, Assessment Technologies of WI, created *Market Drive PC*, currently the most advanced and widely used Computer Assisted Mass Appraisal (CAMA) system in Wisconsin.
7. Grota Appraisals is a pioneer in CAMA development and its use, and we are the most knowledgeable user of *Market Drive PC*.
8. Grota Appraisal's client list speaks for itself, with over 37 years of continued service, performing multiple revaluations throughout the State of Wisconsin.
9. Grota Appraisals recommends to its communities that they consider a Revaluation Options & Schedule to maintain compliance with Wisconsin's State Statutes 70.05, which governs the required assessment levels for all communities. However, ultimately it is the community, not Grota Appraisals, which decides how and when to complete a revaluation.
10. Grota Appraisals is competitively priced, but our exemplary performance sets us apart. Some appraisal firms may charge less, but if the required results of fair and equitable assessments, delivered timely and presented to the taxpayers and municipal representatives professionally are not achieved; this could be a costly error. In a service profession, you do get what you pay for.
11. At Grota Appraisals,

"We know The Course Your Community Needs To Take"

Expertise, Experience Leading to Probable Success

Grota Appraisals is a full service municipal valuation solution company with over 37 years of experience providing a wide variety of services to many nearby municipalities.

With a talented appraisal staff and meticulous support staff we are able to offer full time service at a part time price. We have sufficient staffing and the best available technology to help provide detailed and accurate estimates of value in a professional manner.

A partnership between Grota Appraisals and Assessment Technologies was formed to create assessment software designed to address the specific statutory requirements for Wisconsin and further, to provide a platform for using the "best practices" as outlined in the state's Assessor's Manual. While, Market Drive PC is far and away the most widely used Computer Assisted Mass Appraisal (CAMA) software in the state of Wisconsin, the staff at Grota Appraisals has the most extensive knowledge of the software's full capabilities.

Grota Appraisals already provides similar services for many communities in the area. The City of Menasha fits well into our service system, both in geographical location and in community size. Both the City of Menasha and Grota Appraisals can benefit from the natural economies of scale and synergies developed.

Meeting statutory dates is important in our business as our valuations affect other departments and other taxing jurisdictions. With Board of Review finalizing assessments on a yearly basis, it is important to conclude this meeting well in time for both the equalization and budget process to proceed in a timely fashion with firm or finalized valuations. The first meeting of the Board of Review will be held during the month of June every year of this contract. The only reason for an extension of these dates would be by the request of the City.

The **Open Book** phase of the assessment cycle will be held for a long enough period to offer property owners ample opportunity to review, compare and discuss the reported assessments for their properties.

Winnebago and Calumet County's have a great working relationship with Grota Appraisals. The Register of Deeds and Real Property Listing offices can attest to this relationship and the benefits each receives. Our seamless integration importing and exporting data would benefit the City in timeliness and accuracy.

Experience with Exempt properties

Grota Appraisals has a great deal of experience working with exempt properties and those attempting to gain exemption. Our experience over the last 37 years has helped us develop the criteria upon which to base our determination of the exemption status. This experience varies from churches and cemeteries to large institutional facilities, including hospitals and clinics. Several properties are partially assessable and partially exempt, which requires careful review and an in-depth working knowledge of the State Statutes as they apply to that entity and its actual use.

Should an exemption request arise, we have the knowledge and resources to properly investigate and render a decision based on the current State Statutes.

Experience with Medical Facilities

Grota Appraisals has a great deal of experience with medical clinics, nursing homes, and convalescent centers. These properties range from small doctors offices to large regional centers, like the St. Joseph's Hospital and the newly built clinic in the Town of Polk, Washington County.

Grota Appraisals has worked with the Village of Summit in Waukesha County and the Village of Jackson in Washington County for several years on proposed projects for Aurora Hospitals/Clinics. At the request of these communities, Grota Appraisals performed several feasibility studies to evaluate the current and potential future market values of the proposed developments. The feasibility studies were used to provide the communities with projected financial costs versus benefits analysis assuming different combinations of assessable versus exempt operations.

Experience with Multi-Family Properties

Grota Appraisals has several qualified individuals specializing in the valuation of Commercial properties. Jim Young, with over 19 years experience in commercial property valuation, heads our commercial valuation team. Mr. Young spent several years as a fee Appraiser before joining the City of Madison assessment office accumulating experience and accepting the Assessors position for the City of Sun Prairie. The property types in the CBD included Class-A office towers, convention hotels, parking ramps, mixed-use retail developments and multi-family residential complexes.

Most recently, Grota Appraisals staff, developed and presented a 3-hour course entitled "Valuation of Multi-family Apartments – An Introduction to the Income Approach". The course was developed to provide attendees with 3-hours of Continuing Education (CE) credits required by the Wisconsin Department of Regulation and Licensing for Assessor Certification. The course was presented at the **2006 Municipal Assessors Institute sponsored by the League of Wisconsin Municipalities.**

In addition to the experience and expertise of our staff, our *Market Drive PC* software allows for easy data collection and analysis of construction costs, market income and expenses and recent sales, which are needed to develop all three approaches to value: (Cost, Income & Sales Comparison).

Within our current client base of 54 communities, Grota Appraisals maintains assessments for numerous retail developments and thousands of multi-family units.

Services Above and Beyond the Call of Duty

Town of Kewaskum

Grota Appraisals insured the Town of Kewaskum would meet statutory compliance under Wisconsin State Statutes 70.05(5)(d), (f) and (g).

After going more than 7 years without a full revaluation, the Town's assessment ratio declined to 75% in 2000, which is significantly below the states mandate of 10% +/- of full market value. To meet statutory compliance under Wisconsin State Statutes 70.05, the Town commissioned a full revaluation of all properties for 2001. Additionally, the Town scheduled the Board of Review be held in May, which is comparatively early in the assessment calendar year considering that the community was not in compliance and had not performed a revaluation in seven years. However, in spite of the challenges, Grota Appraisals successfully completed the revaluation timely and the assessment ratio was adjusted from its low of 75% in 2000 to 101% at the close of the Board of Review in May of 2001.

Unfortunately, in August of 2001, a full three months after the close of the Town's Board of Review, the State's Bureau of Property Tax reported their equalized values for the Town, which included a 45% increase in the commercial class. It should be noted that the Town of Kewaskum has only seven (7) properties classified as commercial.

Because of the State Bureau's reported assessment ratio for these 7 properties, the Town of Kewaskum would have been again listed as being out of compliance under s. 70.05(5)(d) and (f) for the commercial class for 2001. Given that as of 2000, the Town had been out of compliance since 1996, the Town would be candidate for a State supervised full revaluation. The State's decision to report the commercial class as non-compliant would result in the entire community being reported as non-compliant and therefore subject to a supervised full revaluation.

In spite of concerted efforts, the Town was unable to persuade the State to reconsider their position on the reported assessment ratios for the seven commercial properties.

Since non-compliance in 2001 would require the Town to fall under order of the State for a supervised full revaluation, Grota Appraisals, at no additional charge, performed a market update for the Town in 2002 for all properties to be at 100% of market value.

Intent to comply with Specifications

Grota Appraisals prides itself on its 37-year history of being a well-organized company capable of performing all of the necessary technical and administrative functions required of the statutory Assessor. All functions and procedures are performed in a timely, cost effective and professional manner.

Grota Appraisals team of support staff, appraisers and project managers can best perform the daily assessment functions for your community. Our staff will accomplish all required tasks, while paying attention to details and implementing all required procedures developed after discussion with City staff.

Grota Appraisals follows the **Wisconsin Property Assessment Manual** and the timelines developed by the **Department of Revenue** in performing all required duties. Grota Appraisals will provide to the City a detailed timeline of the assessment services after the contract is awarded.

As with all of our other communities, timely communications with the municipal staff and the taxpayers is critical to our mutual success. Grota Appraisals will implement and follow the public relations plan endorsed by the City.

Grota Appraisals, through the technologies built into our **CAMA** (Computer Assisted Mass Appraisal) assessment software, **Market Drive PC**, is able to upload detailed property information of all properties within your community to our **AssessorData.Org** website. This information is available **at no charge** to the general public through Grota Appraisals' website. Additionally, for those communities that have municipal websites where they would like to also display this detailed property information, Grota Appraisals will assist in the development of the computer programming needed to accomplish that task.

Additionally, the City staff will be provided, at no additional cost, copies of our assessment software, **Market Drive PC**, which would provide the staff and administration the ability to review detailed records, including photos and sketches, of all properties in the City and to generate various printed detailed and summary reports.

Grota Appraisals will provide the City a license to **Market Drive PC** for several "Municipal Viewers" for the duration of this contract. The City will not be required to pay the estimated \$3,000 annual fees for the annual maintenance updates.

Proper insurance coverage will be maintained to cover **Grota Appraisals** and its employee's to the limits requested by the City.

City of Menasha General Quote Requirements

Grota Appraisals, LLC defines and conducts four different types of property inspections to verify and update property record listings. They are Drive-by Reviews, Ag Use/Vacant Land Reviews, Exterior or Walk-around Reviews, and Full Inspections. Full inspections are the most intensive inspections that include a complete interior walk-through of the building improvements, as well as an exterior walk-around. During full inspections, all existing property listings are reviewed for accuracy, quality/condition characteristics are noted, and changes are recorded to ensure that all land and building listings are accurate and up-to-date. Full inspections are generally conducted for all new construction permits, when major interior remodeling projects are initiated, with a property owner's request, and when communities desire a full inspection of all properties to ensure up-to-date listings for major revaluation projects. Front and rear photos are updated during all full inspection assignments.

Exterior reviews include all of the basic components of a full inspection, except for the interior inspection of the building improvements. Exterior reviews are generally conducted to review major exterior alterations to the buildings, when an outbuilding is constructed, and when communities request a walk-around for a revaluation project. Exterior reviews, like full reviews, include verifying dimensions of newly discovered or constructed improvements such as decks or porches and outbuildings. Front and rear photos may be updated during exterior reviews if major components or conditions have changed since the last photos were taken.

Ag Use/Vacant Land reviews are conducted on an annual basis, as applicable, to ensure proper classification and use listings. Photos may be updated during Ag Use/Vacant Land review assignments for documentation.

Drive-by reviews have a very limited scope of application. We conduct drive-by reviews to following up on inspections from a prior year where a project wasn't complete and a review from the street will verify if that project has been completed for the current assessment year. Front photos may be updated during drive-by review assignments. These are the least intrusive inspections that we conduct.

When we plan full inspection reviews, we mail property owners notification that we would like to view their property and ask that they call to schedule an inspection appointment at their convenience. For revaluation assignments that include full inspections, we send notices of the pending inspections to the local media and request that the communities post this information on their web sites and public posting locations throughout the community. Most exterior review assignments are not noticed to property owners ahead of time, except in the event of a community-wide walk-around revaluation assignment or some similar large scale project. All Full, Exterior and Ag Use inspections start with a knock at the front door to introduce ourselves and explain the reason for our visit and what we will do during our inspection assignment. Drive-by and Vacant Land reviews are not noticed to the property owner. However, we inform all communities of when we will be conducting inspections in their communities so they can notify the proper authorities and make postings of this activity as they desire.

At Grota Appraisals, we develop and maintain commercial values using a hybrid modeling technique where we first list and value commercial properties using the Marshall & Swift Commercial Cost Model, then we make needed adjustments and reconcile a final assessment based on either direct or comparable market sales data. We gather information on all recorded commercial sales to validate whether they are arms-length sales or not. We also request Income & Expense Statements on sold properties to derive CAP Rates for that specific market area.

All revaluation projects start and end with an assessment-to-sales ratio analysis for both vacant land and improved properties. Depending on the needs of a community and the status of record maintenance, we determine what type of inspection schedule needs to be conducted for all annual and revaluation assignments. Our staff will request and review Income & Expense data from all commercial property owners during a revaluation assignment to ensure that we consider all 3 approaches to value when reconciling the final commercial assessments.

Grota Appraisals uses onsite visits, internet searches, phone book listings, Business Journal' and local papers to aid in the discovery of Personal Property accounts. Reconciliation of personal property blotters received along from existing accounts along with Market Drive auditing functions and cross checks for similar accounts associated with leasing companies with similar types of local businesses.

Grota Appraisals obtains the entire building permit list as well as a copy of all building permits issued by the inspection department. We at Grota Appraisals then analyze those permits and determine what permits we need to inspect. The criteria that we consider in regards to which permits we inspect areas follows. If the permit issued and the work done causes a change in value we would inspect that permit. Some examples of this would be a deck permit, a razing permit and a garage permit etc. If the permit issued would cause a difference in how we have the property listed but not necessarily cause a change in value, we at Grota Appraisals would want to inspect that also to update the record and keep the record current and accurate. For example, if there is a kitchen remodel permit issued for a newer home and the only change was replacing countertops with similar materials, we at Grota Appraisals would want to inspect that not necessarily for a value change but to keep our records current. Essentially, all permits issued are considered and inspected unless they cause no change in value and have no impact on how the property is listed.

Grota Appraisals has a standard procedure for properties that are improved but unfinished as of January 1. First the property needs to be inspected on or as close to 1st as possible. At the time of inspection, detailed notes will be taken in regards to what stage of construction that property is at. After that Grota Appraisals uses a standard percentage complete for that property based on the stage of construction. Grota Appraisals has developed a percentage complete list based on years of experience in the assessment field along with close relationships with reputable builders. After Grota Appraisals determines what percentage complete the structure is, the last step is to adjust the value using the anticipated assessment ratio for the community.

Grota Appraisals utilizes procedures recommended by the International Association of Assessing Officers to maintain and update our communities' assessment records on an annual basis. We work directly with County Property Listers and the Wisconsin Department of Revenue (WDOR) to gather information on all parcel splits, changes in legal descriptions, legislative changes, sales transfers, and other ownership changes. We gather information on all recorded sales to validate whether they are arms-length sales or not and conduct annual reviews of our assessment-to-sales ratios relative to the level of assessment and maintaining equity in assessments within the community. We gather building permit records throughout the year and determine which properties need to be inspected or where in-office reviews are more appropriate to update our records. All changes in value are properly noticed to the property owner and annual Open Book and Board of Reviews are conducted in accordance with statutory requirements. Annual assessment reports to the state and county, as well as any other needed correspondences are performed in a timely manner. Additionally, as a partner with Assessment

Technologies and their assessment software Market Drive, we are constantly recommending and making software updates to address new reporting requirements mandated by ongoing statutory and WDOR changes.

Grota Appraisals would conduct a more thorough inspection of property if we discovered a discrepancy in the way we have the property listed, or if there was more extensive work completed on a property than what was listed on the building permit obtained. At that time Grota Appraisals would list those changes. After the listing, Grota Appraisals would then value those improvements using the valuation model built for the last revaluation year. This would assure that those improvements would be valued equitably and uniformly compared to properties with similar improvements throughout the municipality.

One percent (1%) at board of review and ten percent (10%) at open book have been historical averages. With the current market conditions and dependant of the number of years between revaluations these percentages would likely be higher than the historical averages.

Dependant upon the type of revaluation and when the last interior and exterior inspection was performed we would expect to make refinements to ten percent to as many as thirty five percent (10% - 35%) having some change made. Most changes are very minor and far less than ten percent (10%) receive a major change to the valuation. Major changes are usually a result of incorrect information or assumed information due to an estimation of interior condition or income and expenses for a commercial property.

It is Grota Appraisals belief that uniform and equitable assessments relative to the current market using all approaches to value are our goal. Our valuation goal however needs to be delivered to the public in an easy to understand and considerate manner. We strive to make ourselves available to taxpayers and to involve them in the process whenever possible. The timely filing of reports and working with the Wisconsin Department of Revenue to assure a fair equalization of the City.

At Grota Appraisals, we pride ourselves on providing great customer service. We have a dedicated staff that works closely with our client communities and all of their constituents in our contacts with them. From answering daily questions on property record listings or standard assessment practices to helping business owners with the annual Statement of Personal Property procedure and walking property owners through the Open Book and Board of Review proceedings, we believe in treating all our contacts with respect and the professionalism that they'd expect. When we receive requests from our communities or their constituents, we respond with timely, constructive and helpful answers. If we are not able to answer a question or return a call immediately, we make sure to understand their timelines and always get back to them as promised. We also believe that proper customer service requires dealing with all people fairly and equitably, even when we don't anticipate ever having to directly interact with them. This is how we define and provide great customer service.

Considering the economic conditions, uniformity and equity between similar and dissimilar properties is most important, should the market be up, or down 10% the tax burden would be fairly distributed. If the uniformity between residential and commercial properties is close, the City could extend it's timeline for revaluation. The City would need to consider the assessment ratio to maintain 70.05 compliance.

Short List of References

Communities Grota Appraisals currently provides annual assessment services:

- City of Oconomowoc** - Sarah Kitsebel, Finance Director - 262-569-3234
PO Box 27 Oconomowoc, WI 53066
- Village of Summit** -Debra Schueler, Village Clerk - 262-567-2757
2911 N Dousman Rd. Oconomowoc, WI 53066
- Town of Oconomowoc** - Jo Ann Lesser, Town Clerk – 920-474-4449
W359 N6812 Brown St. Oconomowoc, WI 53066
- Village of Jackson** - Sue Rank, Village Clerk - 262-677-9001
PO Box 147 Jackson, WI 53037
- City of Lake Mills** - James Heilman, City Clerk - 920-648-2344
200-D Water St. Lake Mills, WI 53551

Communities Grota Appraisals has recently provided revaluation services:

- City of Lake Mills** - James Heilman, City Clerk - 920-648-2344
200-D Water St. Lake Mills, WI 53551
- Village of Richfield** - Caroline Fuchs, Deputy Clerk - 262-628-2260
4128 Hubertus Rd. Hubertus, WI 53033
- Town of Merton** - Suzie Oman, Town Clerk - 262-966-2651
- Village of Merton** - Thomas Nelson, Village Clerk - 262-538-0820
PO Box 13 Merton, WI 53056
- City of Greenfield** - Eric Miller, City Assessor - 414-329-5343
7325 W. Forest Home Ave. Greenfield, WI 53220

Grota Appraisals has long operated on the premise that revaluation work is necessary to maintain quality property attributes by which to base uniform, equitable assessments relative to the current market. We try to implement a plan that maximizes cost versus benefit performing revaluation work at the optimum time.

When such a plan is accomplished, the annual assessment process goes smoothly with little reaction and outcry from taxpayers. Public relations and knowledgeable staff are key components to completing successful revaluation projects.

Michael L. Grota
N88 W16573 Main St.
Menomonee Falls, WI 53051
(262) 253-1142

Objective

To provide superior property assessment services using the latest technologies in conjunction with accepted assessment practices to assist Assessors and their communities arrive at equitable and market assessments.

Employment History

Grota Appraisals, LLC

1/87 to Present

Owner

- Responsible for the continual growth and professionalism of Grota Appraisals
- Responsible for hiring and development of 15 staff members
- Statutory Assessor for over 49 assessment districts in southeastern Wisconsin
- Instrumental in over 105 municipal revaluations
- Instituted plans to computerize all assessment jurisdictions
- Provide professional support to local Assessors with less experience in our field
- Management and Administration of employees and a technically advanced office
- Provided resources to develop state of the art assessment software program
- Detailed a plan to market the finished product *Market Drive PC*
- Responsible for product distribution and support

Grota Appraisals has grown in employment from 2 to 15 quality appraisers and from 11 to over 49 annual assessment contracts. This growth has resulted from the high level of professional service our communities receive. (see attached references)

Assessment Technologies is the technology arm of Grota Appraisals with the sole purpose to create the best assessment software available to all Wisconsin Assessors at a fair price. Many proprietary trade secrets were made part of *Market Drive PC*, which gives individual Assessors the advantage only large firms once enjoyed

Grota Appraisals

4/84 to 1/87

Appraiser

Responsible for the listing and valuation of agricultural, residential, commercial properties for assessment purposes; listing and valuation of new construction; reviewing annual building permits; updating of plats; discovery and valuation of personal property accounts; completion of assessment rolls and final reports.

Resume for Michael L. Grota - Continued

- Dissemination of property record information to Realtors, appraisers etc.
- Office management duties i.e.: accounting, organization of materials and routing of properties
- In charge of all “Open Book” sessions answering taxpayer questions

Education

Continuing Education	State Certified Property Assessment classes annually since 1984 #JQF707265C
Waukesha County Technical College	Course taken towards obtaining Assessor Certification 1984
Milwaukee Area Technical College	Course taken towards obtaining Assessor Certification 1983
Germantown High School	Graduated in 1978

Affiliations

- State of Wisconsin Assessor Certification
- Current member Wisconsin Association of Assessing Officers (WAAO)
- Member WAAO Rural Concerns Committee
- Member Ad Hoc Manufacturing Steering Committee
- Member Ad Hoc Assessor Certification Committee

Personal

- Three children – Shayna, Michelle & Nicholas
- Treasurer - Wisconsin Racquetball Association
- Coach/Sponsor youth sports
- Enjoy most outdoor activities

Lester J. Ahrens IV
N88 W16573 Main St
Menomonee Falls, WI 53051
(262) 253-1142

Objective

To discover, list and value all agricultural, residential, commercial properties for assessment purposes also, to maintain accurate records and provide prompt service.

Employment History

Grota Appraisals, LLC *7/00 to Present*
Project Manager/Division Assessor

- Responsible for the listing and valuation of agricultural, residential, commercial properties for assessment purposes; listing and valuation of new construction; reviewing annual building permits; discovery and listing of personal property accounts.
- Oversight of 18 municipalities day-to-day operations of their assessment department.
- Maintain accurate records and provide prompt service for other assessors, appraisers, government officials and taxpayers.
- In charge of all "Open Book" sessions answering taxpayers questions.
- Held numerous "Board of Review" meetings with multiple cases.

Education

Continuing Education	State Certified Property Assessment classes Annually since 2000 #JQL024675C
Waukesha County Technical College	2 year associates degree in property Appraisal/Assessment 1999-2001
University of Wisconsin-Milwaukee	1997-1999
Palmyra-Eagle High School	Graduated in 1997

Affiliations

- State of Wisconsin Assessor 1 Certification

Personal

- Married – Corey
- Member of a wetlands conservation organization
- Enjoy most outdoor activities

Career Profile

- ❖ Respected for personal and professional integrity and fairness
- ❖ Proven ability to deliver timely projects and reports
- ❖ Recognized as a dedicated manager and problem solver
- ❖ Well versed in multiple computer assisted mass appraisal applications
- ❖ Committed to research and documentation
- ❖ Strong interpersonal skills

Professional Affiliations

Wisconsin Association of Assessing Officers (WAAO)

- ❖ Executive Board (Past)
- ❖ Education Committee, Co-Chair
- ❖ Real Estate Standards Committee

International Association of Assessing Officers (IAAO)

- ❖ Regular Member
- ❖ 2006 International Conference – Session Chair Volunteer

Computer Skills

Microsoft Office: Access, Excel, Word

Apex IV; ArcGIS

NCSS & SPSS

Commercial Cost Estimator 7

CAMA: GVS & Market Drive

Laredo

Internet Explorer & Firefox

GroupWise, Outlook & Outlook Express

CERTIFICATION & FORMAL EDUCATION

STATE OF WISCONSIN DEPARTMENT OF REVENUE

Assessor 2 – 1998; Renewals – 2003, 2008

UW-MILWAUKEE

Bachelor of Arts, History: 1988

Secondary Education Certificate: 1992

PROFESSIONAL EXPERIENCE

GROTA APPRAISALS LLC; Menomonee Falls, WI

- **Special Projects Manager: 07/08 – Present.**

CITY OF SUN PRAIRIE; Sun Prairie, WI

- **City Assessor:** 04/02 – 06/08.
- **Assistant Assessor:** 10/99 – 04/02.

CITY OF MADISON; Madison, WI

- **Assessment Aide I & II:** 10/94 – 10/99.

BARTA APPRAISAL SERVICE, INC.; Waukesha, WI

- **Licensed Real Estate Appraiser:** 1986 - 1988, 1991- 1994

PROFESSIONAL EDUCATION

INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS

- Course 101: Fundamentals of Real Property Appraisal, 1996.
- Course 102: Income Approach to Valuation, 2003.
- Course 300: Fundamentals of Mass Appraisal, 2007.
- Course 311: Residential Modeling Concepts, 2008.
- IAAO Legal Seminar, 2007.

SOCIETY OF REAL ESTATE APPRAISERS & APPRAISAL INSTITUTE

- Course 101: 1986
- Course 102 & Course 195-105: 1987
- Standards: 1992
- Appraisal Reporting, Complex Residential Properties: 1993

MARSHALL & SWIFT

- Residential & Commercial Cost Study: Spring 1987
- Marshall & Swift Cost Estimator: March 2002.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE

- ArcView & ArcMap

THIMGAN & ASSOCIATES

- Modeling Commercial Properties with SPSS

CURRENT AFFILIATIONS AS APPOINTED ASSESSOR

Town of Ashippun	Vickie Schlieve	Clerk	920-474-7228
Town of Belgium	Ginger Murphy	Clerk	262-692-9578
Town of Brookfield	Jane Carlson	Clerk	262-796-3788
Town of Brooklyn	Michael Wuest	Chairman	920-428-6690
Town of Burnett	Debra Waldvogel	Clerk	920-885-5529
Town of Cedarburg	Jim Culotta	Clerk	262-377-4509
City of Delafield	Gina Gresch	Clerk	262-646-6220
Town of Erin	Brenda Klemmer	Clerk	262-673-3682
Village of Elkhart Lake	Jeanette Moioffer	Clerk	920-876-2122
Town of Fredonia	Janis Stemper	Clerk	262-692-9024
Village of Fredonia	Jo Ann Wagner	Clerk	262-692-9125
City of Fond du Lac	Hal Wortman	Dir of Admin	920-322-3430
City of Fox Lake	Sue Hollnagel	Clerk	920-928-2280
Town of Grafton	Jessica Schmidt	Clerk	262-377-8500
Town of Green Lake	Jennifer Pollesch	Clerk	920-398-3492
Town of Hartford	Lori Opitz	Clerk	262-673-7214
Town of Herman – Dodge Co.	Diane Beine	Clerk	920-387-4497
Town of Herman – Sheb Co.	George Marthenze	Clerk	920-565-2934
Town of Hubbard	Naomi Kriewald	Clerk	920-387-1026
Town of Ixonia	Donna Hahn	Clerk	920-261-1588
Town of Jackson	Jessica Schmidt	Clerk	262-677-2270
Village of Jackson	Sue Rank	Clerk	262-677-9001
Town of Kewauskum	Nancy Boden	Clerk	262-626-2550
Village of Kewaskum	Stephanie Justmann	Clerk	262-626-8484
Village of Lac La Belle	Lori Boyer	Clerk	262-569-6190
City of Lake Mills	James Heilman	Clerk	920-648-2344
Village of Lannon	James Lamb	Clerk	262-251-7690
Town of Lebanon	Dorothy Kuehl	Clerk	920-925-3740
Town of Lisbon	Jeffrey Musche	Clerk	262-246-6100
Town of Manitowoc	Caroline Sonnenburg	Clerk	920-682-5363
Town of Meeme	Grace Salm	Clerk	920-693-3441
Town of Merton	Susan Oman	Clerk	262-966-2651
Village of Merton	Thomas Nelson	Clerk	262-538-0820
Village of Neosho	Deanna Boldrey	Clerk	920-625-3086
Village of Newburg	Bill Cording	Clerk	262-675-6780
City of Oconomowoc	Sara Kitsembel	Finance Dir	262-569-3234
Town of Oconomowoc	Robert Hultquist	Chairman	262-567-0251
Town of Palmyra	Kathryn Oleson	Clerk	262-495-2788
Town of Polk	Cathy Whelan	Clerk	262-677-2123
Village of Random Lake	Judy Schluechtermann	Clerk	920-994-4852
Town of Richfield	Toby Cotter	Administrator	262-628-2260
Town of Rubicon	Thomas Schaefer	Chairman	920-625-3429
Town of Scott	Billy Jo Richter	Clerk	262-626-4230
Village of Slinger	Maureen Murphy	Clerk	262-644-5265
Village of Stockbridge	Karen Ott	Clerk	920-439-1700
Town of Summit	Debra Schueler	Clerk	262-567-2757
Town of Theresa	Diane Steger	Clerk	920-488-4702
Village of Theresa	Pamela Koll	Clerk	920-488-5421
Village of Thiensville	Diane Robertson	Administrator	262-242-3720
Town of Trenton	Barbara Davies	Clerk	262-675-2389
Town of Wayne	Julie Kriewaldt	Clerk	920-626-4818
Town of West Bend	Rebecca Schuster	Clerk	262-338-3417
Town of Wilson	Cheryl Rostollan	Clerk	920-208-2390

City of Menasha Costs of Services

100% Annual Assessment & Full Interior Revaluation (25% inspection per year)

2012	\$56,200
2013	\$58,900
2014	\$128,900
2015	\$128,900
2016	\$131,900
2017	\$131,900
2018	\$58,900
Total Cost	\$695,600

100% Annual Assessment & Exterior Only Revaluation (25% inspection per year)

2012	\$56,200
2013	\$58,900
2014	\$103,400
2015	\$103,400
2016	\$105,200
2017	\$105,200
2018	\$58,900
Total Cost	\$591,200

Costs are all inclusive and include all functions as required in the RFP, no additional charges for extra time, effort, additional parcels, annexation for most office supplies, printing and mailing for the performance of the contract are included. 100% assessments will be the goal for each year of the contract.

No additional cost for any additional new homes

All dwelling units in the City will have been inspected after completion of the 4-year inspection cycle regardless of which option is chosen - the owner/representatives signature will be attained with the date and time noted at the time of inspection

All Grota Appraisals staff is certified at an appropriate level according to the State of Wisconsin Department of Revenue standards

City Administrator will be informed annually of the sales analysis performed and any potential changes to value on a City-wide basis - Grota Appraisals is very familiar with the City records system

Grota appraisals will maintain the stated insurance coverage to adequately protect the City of Menasha, a certificate of insurance will be made available to the City

Additional information can be supplied to the City at the time of interview to further address any assessment procedures or to further explain Grota Appraisals processes and procedures

City – Wide Revaluation

Residential and Commercial Properties

Using *Market Drive PC* and its integrated support applications, such as *the Wisconsin Property Assessment Manual Volume II* calibrated to the current market using *SPSS* statistical tools, a Market Modified Cost Approach will be developed for all improved residential properties thereby insuring equity and uniformity for all properties relative to the current market values.

Using *Market Drive PC* in combination with other various proprietary databases of residential sales information, a Sale Comparison Approach will be developed to support the market value assessments.

Building attribute information will be reconciled as individual properties dealt with for permits, sales reviews and requests for review or when performing a revaluation. All pertinent information will be reviewed for accuracy and being complete. All recent sales will be reviewed in the field as well with other various proprietary databases of residential sales information to confirm property attributes and condition.

Commercial Properties

Using *Market Drive PC* and its integrated support applications, such as *Marshall & Swift's Commercial Construction Cost Estimator* database and *Apex's* drafting tools, the Cost Approach will be developed for all improved commercial properties.

Using *Market Drive PC* in combination with various proprietary databases of commercial sales information, the Sale Comparison Approach will be developed where sufficient comparable market data is available.

Again, using *Market Drive PC's* database and analytical functions, the operating income and expense information from income producing properties will be collected and analyzed to develop an Income Approach when appropriate. The initial information will be collected using data request forms, mailed to all income producing properties.

Our accuracy and completeness of the listing of physical attributes of each commercial property will be field verified.

Open Book

The **Open Book** phase of the assessment cycle will be held for a long enough period to offer property owners ample opportunity to review, compare and discuss the reported assessments for their properties

Staffing and Office Hours

Hours will follow the RFP with Grota Appraisals staff remaining flexible to meet onsite with a taxpayer as the need arises. Grota Appraisals staff will also be available during normal business hours by phone at our main office.



Agreement for Maintenance

Prepared for:

City of Menasha

By

Accurate Appraisal, LLC.

AGREEMENT FOR ASSESSMENT SERVICES

Section I

This agreement made this _____ day of _____, 2012 by and between the City of Menasha, Calumet and Winnebago Counties, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

SCOPE OF SERVICES

Accurate shall provide the Client with assessing services by Wisconsin Department of Revenue Certified Personnel for the years 2012 (final eight months) through April 2018 assessment years which includes the following:

1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include all assessing services so as to comply with all applicable Wisconsin statutes, codes, rules, and/or regulations, including the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. Accurate shall reapportion value brought about through property splits. In addition, the contract goal shall be that 100% of all improved parcels shall be inspected in a four year inspection cycle commencing January 1, 2013.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall, without additional expense to the Client, be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. The meetings shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed no later than the agreement date specified in Section III of this agreement.

4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.
5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from third claims and liabilities due to the assessment of property except claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall be for the aforementioned assessment year beginning May 1st, 2012 and ending April 30th, 2018. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Open Book hearings under this agreement no later than the agreement date, specified in Section III of this agreement, except for delays caused by the Client, county or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.

12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 2,000,000
Personal & Adv Injury	\$ 2,000,000
Products-Comp/Op Agg	\$ 4,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, Global Valuation Systems or Market Drive or any other applicable CAMA software, will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The yearly maintenance fee associated with the use of any program will be at no additional cost to the Client. The data will be available to the public on accurateassessor.com; building data and appointment scheduling will also be available at no additional expense to the Client.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc....., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program.

Section II

Parcel Totals:

Residential Total = 5,751

Residential Improved = 5,528

Commercial Total = 407

Commercial Improved = 337

Manufacturing Total = 43

Manufacturing Improved = 41

Agricultural = 15

Undeveloped = 2

Agriculture Forest = 1

Forest Lands = 2

Personal Property Accounts total = 448

Section III

Agreement for Maintenance

Provided by Accurate Appraisal, LLC.

For

City of Menasha, Winnebago & Calumet Counties for the assessment years 2012-2018

Dated this _____ day of _____ 2012.

Agreement completion date of July 31st, each year

Fee for services rendered:

Accurate shall be paid the sum of:

2012-2018 Maintenance = \$44,500 per year

This is broken down as \$20,000 for the remainder of 2012, \$58,500 for each year 2013-2016 & \$27,500 for 2017 and 2018

Jim Danielson
Member
Accurate Appraisal, LLC.

Date

Lee T. De Groot
Member
Accurate Appraisal, LLC.

Date

Authorized Client Signature

Date

CURRENT CALUMET COUNTY JOBS

1.City of Brillion

2.City of Chilton

3.Town of Harrison

References

Lori Gosz, City Administrator
City of Brillion
130 Calumet Street
Brillion, WI 54110
920-756-2250

Racquel Giese, Assistant
Village of Combined Locks
405 Wallace St.
Combined Locks, WI 54113
920-788-7740

Dave Hongisto, Building Inspector
City of DePere
335 S. Broadway St.
DePere, WI 54115
920-339-4052

John Somers, Finance Director
City of Beaver Dam
205 S Lincoln Ave.
Beaver Dam, WI 53916
920-887-4600

Marie Moe, City Clerk
City of Portage
115 W Pleasant St.
Portage, WI 53901
608-742-2176

Bruce Jamroz, City Clerk
City of Mosinee
225 Main Street
Mosinee, WI 54455
715-693-2275

Rick Hermes, Administrator
Village of Kimberly
515 W Kimberly Ave
Kimberly, WI 54136
920-788-7500

Helen Schmidlkofer, City Clerk
City of Chilton
42 School St.
Chilton, WI 53014
920-849-2451

Nancy Zastrow, City Clerk
City of Milton
430 E High St.
Milton, WI 53563
608-868-6920

Luann Alme, City Clerk
City of Stoughton
381 E. Main St.
Stoughton, WI 53589
608-873-6677

ACCURATE APPRAISAL, LLC CURRENT CLIENTS

MUNICIPALITY	TYPE	JOB TYPE	COUNTY	ACQUIRED	CONTACT	PHONE #
Brillion	City	MAINTENANCE	Calumet	2002	Lori Gosz	920-756-2250
Harrison	Town	MAINTENANCE	Calumet	2007	Penny Weir	920-989-1062
Chilton	City	MAINTENANCE	Calumet	2002	Helen Schmidtkofer	920-849-2451
Combined Locks	Village	MAINTENANCE	Outagamie	2006	Racquel Giese	920-788-7740
Kimberly	Village	MAINTENANCE	Outagamie	2008	Rick Hermes	920-788-7500
Seymour	City	MAINTENANCE	Outagamie	2006	Susan Garsow	920-833-2209
Bovina	Town	REVALUATION	Outagamie	2011	Chuck Pluger	920-986-3224
Buchanan	Town	MAINTENANCE	Outagamie	2009	Angela Gorell	920-734-8599
Dale	Town	MAINTENANCE	Outagamie	2007	Marcia Kelly	920-779-4609
De Pere	City	MAINTENANCE	Brown	2005	Dave Hongisto	920-339-4050
Sheboygan Falls	Town	MAINTENANCE	Sheboygan	2009	Jenny Meyer	920-467-1922
Cleveland	Village	MAINTENANCE	Manitowoc	2006	Stacy Grunwald	920-693-8181
Centerville	Town	REVALUATION	Manitowoc	2011	Barb Backhaus	920-726-4303
Belgium	Village	MAINTENANCE	Ozaukee	2009	Lila Mueller	262-285-7931
Saukville	Village	REVALUATION	Ozaukee	2006	Dawn Wagner	262-284-9423
Germantown	Village	MAINTENANCE	Washington	2009	Dave Schornack	262-250-4740
Hartford	City	MAINTENANCE	Washington	2011	Lori Hetzel	262-673-8201
Beaver Dam						920-887-4600
Fox Lake	Town	MAINTENANCE	Dodge	2006	Edwin Benter	920-928-3573
Iron Ridge	Village	MAINTENANCE	Dodge	2010	Arlette Lindert	920-387-3975
Rose	Town	MAINTENANCE	Waushara	2005	Lois Kolka	920-622-3765
Portage						608-742-2176
Lodi	City	REVALUATION	Columbia	2005	Adele Van Ness	608-592-3247
Courtland	Town	MAINTENANCE	Columbia	2007	Kate Raley	920-992-6585
Dekorra	Town	REVALUATION	Columbia	2009	Vicki Auck	608-835-2014
Lodi	Town	REVALUATION	Columbia	2009	April Goeske	608-592-4868
Caledonia	Town	MAINTENANCE	Columbia	2009	Angeline Edgar	608-742-4801
Friesland	Village	MAINTENANCE	Columbia	2006	Marcia Dykstra	920-348-5156
Poynette	Village	MAINTENANCE	Columbia	2006	Sue Finstad	608-635-2122
Randolph	Town	MAINTENANCE	Columbia	2006	Rod Kok	920-348-5597
Cambria	Village	MAINTENANCE	Columbia	2002	Lois Frank	920-348-5443
Pardeeville	Village	MAINTENANCE	Columbia	2002	Marlo Gustafson	608-429-3121
Sumner						262-246-5211
Hartland	Village	MAINTENANCE	Waukesha	2007	Connie Casper	262-367-2714
Waukesha						920-674-7700
Watertown						262-473-0500
Watertown	Town	MAINTENANCE	Jefferson	2004	Jim Wendt	920-262-9384
Sullivan	Village	MAINTENANCE	Jefferson	2002	Dale Horton	262-593-2388
Cambridge	Village	REVALUATION	Jefferson	2001	Lisa Moen	608-423-3712
Bayside						414-351-9811
Glendale	City	REVALUATION	Milwaukee	2009	John Fuchs	414-257-1800
Brown Deer	Village	MAINTENANCE	Milwaukee	2007	Russ Van Gompel	414-371-3050
Whitewater						262-473-0500
Elkhorn						262-723-2219
Lake Geneva	City	REVALUATION	Walworth	2005	Grace Lininger	262-248-3673
Darien	Town	MAINTENANCE	Walworth	2009	Marilyn Larson	262-882-3393
Richmond	Town	MAINTENANCE	Walworth	2006	Barb Ceas	608-883-2017
Spring Prairie	Town	MAINTENANCE	Walworth	2009	Debbie Collins	262-642-7477
Sugar Creek	Town	MAINTENANCE	Walworth	2002	Diane Boyd	262-742-3383

ACCURATE APPRAISAL, LLC CURRENT CLIENTS

MUNICIPALITY	TYPE	JOB TYPE	COUNTY	ACQUIRED	CONTACT	PHONE #
Geneva	Town	MAINTENANCE	Walworth	2009	Debra Kirch	262-248-3497
Fontana	Village	REVALUATION	Walworth	2005	Dennis Martin	262-275-6136
Walworth	Village	REVALUATION	Walworth	2007	Donna Schut	262-275-2127
Edgertown	City	REVALUATION	Walworth	2009	Debra Kirch	608-884-3341
Milton	City	REVALUATION	Walworth	2009	Debra Kirch	608-868-6920
Beloit	Town	MAINTENANCE	Rock	2004	Karry Devault	608-364-2980
Fulton	Town	REVALUATION	Rock	2006	Connie Zimmerman	608-868-4103
Rock	Town	REVALUATION	Rock	2009	Deb Bennett	608-362-0598
Union	Town	REVALUATION	Rock	2005	Regina Ylvisaker	608-882-0285
Edgerton	City	REVALUATION	Walworth	2009	Debra Kirch	608-884-3341
Manawa	City	REVALUATION	Walworth	2009	Debra Kirch	608-222-2525
Stoughton	City	REVALUATION	Walworth	2009	Debra Kirch	608-873-6677
Platteville	City	REVALUATION	Walworth	2009	Debra Kirch	608-873-3063
Quincy	City	REVALUATION	Walworth	2009	Debra Kirch	608-835-6282
Albion	Town	MAINTENANCE	Dane	2009	Julie Hanewall	608-884-8974
Berry	Town	MAINTENANCE	Dane	2003	Brenda Kahl	608-767-4152
Blooming Grove	Town	MAINTENANCE	Dane	2003	Mike Wolf	608-223-1104
Perry	Town	MAINTENANCE	Dane	2006	Mary Price	608-832-6877
Blue Mounds	Town	MAINTENANCE	Dane	2011	Helen Kahl	608-437-8722
Cottage Grove	Town	MAINTENANCE	Dane	2009	Kim Banigan	608-893-5021
Cross Plains	Town	REVALUATION	Dane	2008	Ann Herger	608-798-0189
Deerfield	Town	REVALUATION	Dane	2007	Betty Duckert	608-764-8054
Dunn	Town	REVALUATION	Dane	2011	Cathy Hasslinger	608-868-1031
Madison	Town	MAINTENANCE	Dane	2008	Renee Schwass	608-210-7260
Medina	Town	MAINTENANCE	Dane	2005	Jean Johnson	920-478-2615
Blue Mounds	Village	MAINTENANCE	Dane	2009	Nancy Parsley	608-437-5197
Cambridge	Village	REVALUATION	Dane	2001	Lisa Moen	608-423-3712
McFarland	Village	MAINTENANCE	Dane	2009	Deb Neal	608-838-3153
Mount Horeb	Village	MAINTENANCE	Dane	2007	Cheryl Sutter	608-437-6884
Shorewood Hills	Village	MAINTENANCE	Dane	2008	Cokie Albrecht	608-267-2680
Washington	Town	MAINTENANCE	Door	2002	Valerie Carpenter	920-847-2522
Lancaster	City	MAINTENANCE	Grant	2009	Dave Kurihara	608-723-4246
Brodhead	City	REVALUATION	Green	2009	Nancy Schoeller	608-897-4018
Upham	Town	MAINTENANCE	Langlade	2002	Leah Antoniewicz	715-275-4229
Mosinee	City	REVALUATION	Marathon	2004	Bruce Jamroz	715-693-2275
Marathon	Town	MAINTENANCE	Marathon	2001	Al Seubert	715-845-2425
Menominee	Town	MAINTENANCE	Menominee	2009	Ruth Waupoose	715-799-5845
Pine Lake	Town	REVALUATION	Oneida	2006	Cindy Skinner	715-362-6071
Prescott	City	MAINTENANCE	Pierce	2009	Elizabeth Frueh	715-262-5544
Angelica	Town	MAINTENANCE	Shawano	2008	Janet Powers	920-822-5554
Green Valley	Town	MAINTENANCE	Shawano	2006	Janalee Jenerou	715-745-2699
Wescott	Town	MAINTENANCE	Shawano	2009	Karla Duchac	715-526-9853
Hudson	City	REVALUATION	St. Croix	2011	Denny Darnold	715-386-4775

IMPORTANT INFORMATION

1. Telephone Numbers

- 920-749-8098
- 800-770-3927

2. Fax Number

- 920-749-8099

3. E-Mail Address

- question@accurateassessor.com

4. Mailing Address

- PO Box 415, Menasha, WI 54952
- 1428 Midway Rd., Menasha, WI 54952

5. Website

- www.accurateassessor.com

James Danielson

Employment

Accurate Appraisal LLC., Appleton, WI.

Member (June 2000 – Present)

- Largest Current Projects: City of Beaver Dam, City of Portage, City of Lake Geneva, City of Stoughton, City of Glendale, City of Brodhead, City of Brillion, City of Chilton, City of Jefferson, City of Elkhorn, City of Monona, City of Edgerton, City of Mosinee, City of Milton, City of Lodi, City of De Pere, City of Lancaster, City of Prescott, Village of Saukville, Village of Fontana, Village of Brown Deer, Village of Bayside, Village of Hartland, Village of Sussex, Village of Germantown, Village of Kimberly, Village of Belgium, Village of Mount Horeb, Village of Cambridge, Village of Sullivan, Village of Pardeeville, Village of Cambria, Village of Oregon, Village of Blue Mounds, Village of Cleveland, Village of Combined Locks, Village of Friesland, Village of Poynette, Village of Walworth, Village of Shorewood Hills.
- Company is Statutory Assessor for 80 municipalities statewide.
- Relegating and managing an assessor crew.
- Residential and commercial valuing.
- Open Book and Board of Review Sessions.
- Developed software program.
- Experienced in GVS, Microsolve, and PC Market Drive software.

Education

University of Wisconsin – Stevens Point, Bachelor of Science

Major: Business Administration.

Minor: Economics

Assessor Certification

State of Wisconsin Certified Level 2 Assessor # JQG020214D

Lee T. De Groot

Employment

Accurate Appraisal LLC., Appleton, WI.

Member (June 2000 – Present)

- Current projects: City of Beaver Dam, City of Portage, City of Lake Geneva, City of Stoughton, City of Glendale, City of Brodhead, City of Brillion, City of Chilton, City of Jefferson, City of Elkhorn, City of Monona, City of Edgerton, City of Mosinee, City of Milton, City of Lodi, City of De Pere, City of Lancaster, City of Prescott, Village of Saukville, Village of Fontana, Village of Brown Deer, Village of Bayside, Village of Hartland, Village of Sussex, Village of Germantown, Village of Kimberly, Village of Belgium, Village of Mount Horeb, Village of Cambridge, Village of Sullivan, Village of Pardeeville, Village of Cambria, Village of Oregon, Village of Blue Mounds, Village of Cleveland, Village of Combined Locks, Village of Friesland, Village of Poynette, Village of Walworth, Village of Shorewood Hills.
- Company is Statutory Assessor for 80 municipalities statewide.
- Relegating and managing an assessor crew.
- Residential and commercial valuing.
- Open Book and Board of Review Sessions.
- Developed software program.
- Experienced in GVS, Microsolve, and PC Market Drive software.
- Assessor since 1993.

Education

University of Wisconsin – Oshkosh, Bachelor of Science (May 1991)

Major: Political Science, emphasis in Public Administration.

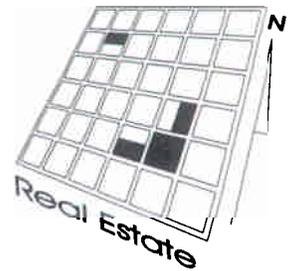
Minor: Business Administration.

Assessor Certification

State of Wisconsin Certified Level 2 Assessor # JQL722814D.

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



March 9, 2012

Mr. Thomas Stoffel
Comptroller/Treasurer
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Stoffel:

I am writing on behalf of Associated Appraisal Consultants, Inc., to express our interest in continuing to serve as Municipal Assessor for the City of Menasha.

Associated Appraisal Consultants, Inc. was appointed as City Assessor in 2007. Since our appointment we have worked diligently to provide quality assessment work and customer service. We have also improved the quality of the City's assessment records by correcting many inaccuracies and omissions made by the previous assessing firm.

On an annual basis, our project manager, Mark Brown, has worked to establish equity in the tax base by performing full-value maintenance assessments. Twenty-five percent of the City's parcels have been visited on an annual basis to ensure that assessments are fair, equitable and current. During our annual assessment work, we have also updated all digital assessment records to meet the new digital compliance requirements of the Wisconsin Department of Revenue.

Considerable work has been accomplished by our Personal Property Department. We now have a working system in place to process the mobile home park fees and lottery credits, as well as audits of self-reported personal property statements. Our outstanding Personal Property Department has assisted business owners and City government in Menasha by providing the following services:

- Mailing all personal property statements to business owners
- Reviewing and auditing all returned statements
- Personally answering all phone calls regarding personal property or mobile homes
- Mailing out all the lottery credit forms for the mobile homes
- Hand delivering the mobile home fee paperwork to Mrs. Van Handel each month
- Maintaining the mobile home property records
- Checking all new businesses and ensuring they are in the proper districts
 - If this check is not performed, the other districts the business is located in may lose money. Recently, we discovered an error in another municipality where a business' personal property account was only reported in one district instead of all four districts in which it was located.

In addition to assessments and personal property tax, Associated Appraisal Consultants, Inc., has provided quality real property listing services. We have kept property ownership records current and processed any new surveys, lot line adjustments, and new subdivision plats.

By contrast, the firm chosen to perform the City's revaluation in 2005 provided inconsistent assessment work and made errors that Associated Appraisal has been working to correct. As we find these problems we are correcting them to ensure that accurate data are used to set assessed values. Some examples include:

- Legal descriptions have been corrected
- Land splits have been corrected
- Property owner name corrections
- Property that was not assessed during the revaluation has been corrected
 - Included most fireplaces and basement recreation rooms

With Associated Appraisal Consultants, Inc., the City of Menasha has full access to property assessment data via the City's website link to www.apraz.com. Residents and the public are able to see a photograph of the property and view data such as square footage, room count, and assessed value. Internet access to assessment data provides transparency and easy access to valuable public information.

Associated Appraisal is proud to serve the City of Menasha as their Municipal Assessor. We provide a high quality service at a fair price. We look forward to the opportunity to continue our relationship with the City of Menasha.

Regards,



Bernard J. Laird
Chief Executive Officer

BJL/lma

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva

1314 W. College Ave. ■ P.O. Box 2111 ■ Appleton, WI 54912-2111 ■ (920) 749-1995 ■ FAX: (920) 731-4158

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City of Menasha

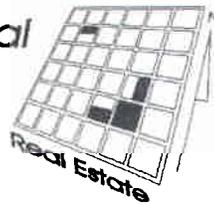
Calumet/Winnebago Counties

PROPOSAL FOR ASSESSMENT AND TAX LISTING SERVICES



Associated Appraisal
Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



**Associated Appraisal Consultants, Inc.
City of Menasha
Not to Exceed Fee Schedule**

	2012	2013	2014	2015	2016	2017	2018
Associated Appraisal Full Value Assessment Services	\$ 39,934	\$ 59,900	\$ 59,900	\$ 59,900	\$ 59,900	\$ 59,900	\$ 19,967
Postage	\$ 470	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 235
Not to Exceed	\$ 40,404	\$ 60,600	\$ 20,202				
Assessment Technology Web Posting Fee Payable to Assessment Technology Varies Annually	\$ 240	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 480
Total Parcel Count * \$.015							
Free Web Posting of Assessment Data to Assessordata.org	0	0	0	0	0	0	0

Reservations or Exceptions to Specifications

Associated Appraisal Consultants, Inc. holds no reservations or exceptions to the specifications found in this Request for Proposal.

The quoted price for Full Value Maintenance services provided by Associated Appraisal Consultants, Inc. includes following provisions:

- (1) Associated Appraisal Consultants, Inc. shall use the Market Drive software for real estate and personal property valuation. The City currently uses this software to access electronic assessment records.
- (2) All electronic assessment records shall be completed to include all building attribute data, including a digital copy of the assessor's measurements of primary structures.
- (3) All electronic assessment records shall be updated and maintained to include all recent sales data and recent building permit data.
- (4) Twenty-Five (25) percent of the parcels shall be physically inspected on an annual basis with a Ninety-Five (95) percent interior inspection rate.
- (5) Regular office hours of Tuesday mornings and Thursday afternoons shall be kept.

The above provisions shall assist the City in maintaining a complete and accessible database of electronic assessment records in a format that is both currently familiar to City staff and useful to multiple departments within the City.

AGREEMENT
FOR
MAINTENANCE ASSESSMENT
AND TAX LISTING
SERVICES

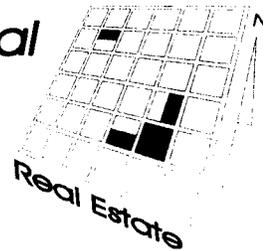
Prepared for the City of Menasha
Winnebago & Calumet Counties

By

Associated Appraisal Consultants, Inc.
1314 W. College Avenue
P.O. Box 2111, Appleton, WI 54912-2111
Phone 1-800-721-4157
Fax (920) 731-4158

Associated Appraisal
Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Lake Geneva Office
Walworth County
P.O. Box 1114
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 49938

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

This Agreement is by and between the **City of Menasha, Winnebago & Calumet Counties, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at 1314 W. College Avenue, Appleton, WI 54914 (hereafter "Assessor") as follows:

SCOPE OF SERVICES:

Associated Appraisal Consultants, Inc. will perform the Property Assessment Maintenance and Tax Listing Services. This proposal is for the 2012, 2013, 2014, 2015, 2016, 2017 and 2018 assessment years. Office hours shall be Tuesday 8 am – 12 pm and Thursday 12 pm – 4 pm weekly.

1. Associated Appraisal shall appraise all newly constructed buildings and verify major remodeling of real property as reported through building permits for the above mentioned assessment year.
2. Associated Appraisal shall reappraise land values where property has been divided or where significant changes are indicated by recent sales of property.
3. Associated Appraisal shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be appraised. Assessor shall analyze returned personal property blotters from the merchants in order to establish the proper assessment.
4. Associated Appraisal shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.
5. Associated Appraisal shall complete and file Assessor's reports to the Department of Revenue as required by Wisconsin State Statues.
6. Associated Appraisal shall attend Open Book and the Client's Board of Review for a one (1) day period, if necessary, the days to be consecutive, to provide testimony in defense of assessed values and assist the Board with its proceedings.
7. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of the Assessor. Postage is at the Client's expense.
8. This agreement between the Client and Assessor shall be for the 2012, 2013, 2014, 2015, 2016, 2017 and 2018 assessment years. This agreement shall automatically renew itself for the following assessment year on an annual basis. If the Client or the Assessor desires to terminate the renewal for the upcoming year, either party shall notify the other by registered mail between July 1 and July 25 of the preceding assessment year.
9. The Client shall hold harmless the Assessor from all claims of liabilities due to the appraisal of property and as the agent for the Client as it relates to the specific services outlined in this agreement.

10. The Assessor shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall not be less than:

- (a) Workers Compensation State of Wisconsin requirements
- (b) General Liability
 - General Aggregate \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Each Occurrence \$ 1,000,000
 - Personal & Advertising \$ 1,000,000
 - Fire Damage \$ 200,000
 - Medical Expense \$ 10,000
- (c) Comprehensive Auto Liability
 - Combined Single Limit \$ 1,000,000

COMPENSATION:

Agreement for Maintenance Assessing Services provided by Associated Appraisal Consultants, Inc. for the City of Menasha for the Assessment years of remaining 2012, 2013, 2014, 2015, 2016, 2017 and the first four months of 2018.

2012 – May – December – Thirty-Nine Thousand Nine Hundred Thirty-Four Dollars (\$39,934.00)

2013 – Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)

2014 – Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)

2015 – Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)

2016 – Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)

2017 – Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00)

2018 – January – April – Nineteen Thousand Nine Hundred Sixty-Seven Dollars (\$19,967.00)

SIGNATURES



 Bernard J. Laird
 Chief Executive Officer
 Associated Appraisal Consultants, Inc.

November 7, 2011
 Date

 Authorized Signature
 City of Menasha

 Date

Associated Appraisal Consultants Quick Facts

History

Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as the statutory assessor or supporting the local municipal assessor. We are particularly well suited for either role.

Experience

With over 50 years of experience, Associated Appraisal has provided consulting/assessment services throughout Wisconsin. We have had the opportunity to reassess/revalue municipalities that have increased or decreased in value. With the diversity of our client base ranging from the shores of Lake Geneva to the backwoods of northern Wisconsin, we are aware of the many complexities of assessment practices. This diversity and experience is what gives Associated Appraisal the leading edge.

Office and Staff

When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will willingly assist you. We also offer internet communication twenty-four (24) hours per day. Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with The Associated Appraisal team. Our corporate office is located in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).

Public Relations

We routinely utilize printed assessment informational materials that are made available to property owners. Clients are informed of the progress of the assessment work for use in newsletters and newspaper articles. For revaluation programs, we can provide knowledgeable speakers to attend organizational and municipal meetings.

Assessment Documentation

Assessment documentation is what sets Associated Appraisal above the rest. For property owners demanding answers to assessment methodology, we document all aspects of the revaluation project. The property record card includes land data, improvement data, sales data, improvement pictures, appropriate appraisal reports, property maps and any other documentation needed to defend values. A master Revaluation Report Book is also prepared that is frequently used by the Board of Review to aid in understanding the methodology. Included are complete reports for assessment levels, sales information and pictures of sale properties, all database data for valuation tables, a detailed sales analysis as well as other reports needed to support values.

Identification and Image

Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction, wear Associated Appraisal company ID tags and apparel, and drive red company trucks clearly identified as Associated Appraisal fleet vehicles.

Computer and Software

Our computer network is a Novell Network. Associated Appraisal utilizes nearly all assessment software and can adapt to most municipal needs. Our CAMA software, Market Drive, utilizes the market approach to value for residential properties, and Marshall & Swift cost tables for commercial properties. Providing our clients with information via the Internet is also readily available.

Why Choose Associated Appraisal

With over 50 years of experience, our goals are very clear. We are in the assessment business, full time, providing our clients with professional and reliable service. Our client base over the years has provided us with many diverse appraisal opportunities giving us the experience to confidently accept any job and meet all expectations of our clients.

Revaluation Experience

- Associated Appraisal Consultants, Inc. Assessor for State of Wisconsin ordered revaluation for the Town of Bridge Creek in Eau Claire County
- Project Manager Mark Brown has been responsible for the supervision and work for over 20 revaluations
- Responsible for cities and villages with over One (1) Billion Dollars in Equalized Value
- Responsible for revaluation of 28,000 parcels for 2012

Assessment Experience with Potential Tax Exempt Properties

- Provided assessment of Municipal Properties such as a garage at no additional cost to the Municipality
- Work with Thirty (30) or more requests for Tax Exempt Status on an annual basis
- Examples Associated has worked with are:
 - Low income housing
 - Partially exempt non-profit senior housing
 - Clinics that are partially taxable and partially exempt

Accuracy of Assessment Work

- Utilize Sales Ratio Studies produced by the Department of Revenue
 - Department of Revenue looks at sales data to determine how close the assessed value is to the sale value
 - Department of Revenue does spot checks of Assessor work
- Utilize Market Drive CAMA software to run comparison reports
- Staff shall perform periodic inspections of data to ensure accuracy

Date Available

- Upon receipt of signed agreement

Water Front Clients

Lakes Michigan and Superior

City of Sturgeon Bay
Town of Mosel
Town of Sevastopol
Town of Sheboygan
Town of Somers
Town of Superior
Village of Shorewood

Other Major Lakes

City of Green Lake – Green Lake
City of Menasha – Lake Winnebago
Town of Beaver Dam – Beaver Dam Lake
Town of Calamus – Beaver Dam Lake
Town of Linn – Lake Geneva
Village of Sherwood – Lake Winnebago
Village of Maple Bluff – Lake Mendota
Town of Delton – Lake Delton
Town of Westport – Lake Mendota

This is a sample of the municipalities we currently work with that have water front.

**Cities Partnering with
Associated Appraisal Consultants, Inc.**

City	County	Total Parcel Count	Total Improvements	Total Value
City of Watertown	Dodge/Jefferson	7813	7177	\$ 1,453,313,700
City of Menasha	Calumet/Winnebago	6210	5884	\$ 984,520,600
City of Sturgeon Bay	Door	4638	4017	\$ 803,424,500
City of Fort Atkinson	Jefferson	4576	4281	\$ 872,825,500
City of Baraboo	Sauk	4567	3944	\$ 788,533,700
City of River Falls	Pierce/St. Croix	4288	3696	\$ 899,359,200
City of Monroe	Green	4233	4025	\$ 594,812,000
City of New Richmond	St. Croix	3988	2874	\$ 564,723,700
City of Shawano	Shawano	3732	3283	\$ 494,994,900
City of Reedsburg	Sauk	3422	2990	\$ 533,953,000
City of Saint Francis	Milwaukee	3395	2959	\$ 653,942,704
City of Waupun	Dodge/Fond du Lac	3216	2903	\$ 389,223,600

References

City of Menasha

Tom Stoffel
Comptroller
140 Main Street
Menasha, WI 54952-3190
920-967-3630

City of Sturgeon Bay

Marty Olejniczak
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235
920-746-6908

City of Reedsburg

Anna Meister
Clerk/Treasurer
PO Box 490
Reedsburg, WI 53959-0490
608-524-6404 ext. 235

Village of Mukwonago

Paul Moderacki
Administrator
440 River Crest Court
Mukwonago, WI 53149
262-363-6420

Village of Maple Bluff

Sandy Wilke
Clerk/Treasurer
18 Oxford Place
Madison, WI 53074
608-244-3048

City of Shawano

Michael Hall
Administrator
127 Sawyer Street
Shawano, WI 54166
715-526-6138

City of Watertown

Mike Hoppenrath
Clerk/Treasurer
PO Box 477
Watertown, WI 53094
920-262-4009

City of Fort Atkinson

Matt Trebatoski
Clerk/Treasurer
101 N. Main Street
Fort Atkinson, WI 53538
920-536-7760

City of Wisconsin Dells

Dale Darling
Clerk/Treasurer
PO Box 655
Wisconsin Dells, WI 53965
608-254-2012

Village of Kohler

Laurie Lindow
Clerk/Treasurer
319 Highland Drive
Kohler, WI 53044
920-459-3873 x 106

Village of Waunakee

Julee Helt
CMC
PO Box 100
Waunakee, WI 53597
608-850-8500

City of River Falls

Scot Simpson
Administrator
222 Lewis Street, Suite 207
River Falls, WI 54022
715- 426-3402

More references available upon request.

Mark A. Brown
Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

SUMMARY: Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements and department policies and procedures.

Summary of Qualifications

- Seven years experience.
- Considerable ability to communicate complex information tactfully and effectively both orally and in writing with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

2005 – Present

Revaluations Manager

- Responsible for the management of the assessment staff to ensure revaluation projects are completed accurately and in a timely manner.
- Advise on the policy and methodology used to determine estimated fair market value and assign its proper classification in accordance with Wisconsin Statutes.
- Advise on the proper methodology to appraise the value of agricultural, commercial, residential, and personal properties.
- Provide quality control and supervision of the final output and ensure that proper documentation and records are maintained.
- Research and keep current on issues and developments that impact the municipalities' assessment function.
- Direct reassessment and appraisal programs on all agricultural, commercial, residential, and personal properties within the municipalities' limits.
- Define and organize the procedure to reevaluate neighborhoods.
- Analyze property sales through the use of regression analysis.
- Analyze valuation data of commercial and residential properties.
- Verify sales and assessment ratio studies.
- Defend assessed values at Board of Review, 70.85 Appeals to the Wisconsin Department of Revenue, and Circuit Court.
- Works as part of the management team to efficiently operate the company.

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

2004 – 2005

Staff Appraiser

- Appraised all real property for accuracy of records, construction classification and computed appraisal of property.
- Recorded and updated property record cards by measuring and listing improved and vacant parcels.
- Gathered and verified assessment information.

Education

St. Norbert College, De Pere, Wisconsin
Bachelor of Business Administration, 2004

Certifications

Assessor III Certification – 2012 #JPP215191E
Assessor II Certification - 2005 #JPP215191D
Assessment Technician Certification - 2004

Continuing Education

IAAO Fundamentals of Mass Appraisal – 300	October, 2011
IAAO Income Approach to Valuation – 112	August, 2011
DOR's USPAP Compliance & Reporting Standards for Assessors	June, 2011
How to Value & Defend Triple Net Lease Properties	March, 2011
Current Issues in Commercial Real Estate	March, 2011
Market Analysis and Highest and Best Use	March, 2011
USPAP 15 Hour National Course 2010-11	October, 2010
Discounted Cash Flow & Band of Investment	June, 2010
Analyzing Commercial Lease Clauses	March, 2010
Distressed Property Considerations	March, 2010
Appraising Apartments – 74.37 Appeals	September, 2009
Valuation of Large & Unique Buildings	September, 2009
Reconstructing Income & Expense	September, 2009
Preparing for a S. 70.85 Assessment Appeal	April, 2009
Using the Latest Mapping & GIS Tech. For Appraisal Purposes	April, 2009
Sales Validation with Foreclosure Issue Focus	March, 2009
Wisconsin Tax Policy for Assessors	March, 2009
ABCs of Environmental Contamination	December, 2008
Board of Review: An Assessment Perspective	March, 2008
Mega Dairy Farms	September, 2007
Introduction To Subsidized Housing	September, 2007
Assessing 101	April, 2005
Correction of Assessment Errors-Statutory Procedures	April, 2005
Appraising Convenience Stores	March, 2005

Professional Memberships

International Association of Assessing Officers
Wisconsin Association of Assessing Officers

Karen A. Loderbauer
Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

Summary of Qualifications

Fourteen years of experience as a Certified Assessment Technician performing support work for project managers and assessors and responding to assessment inquiries from the public.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

1998 – Present
Project Technician

- Maintain and balance computerized assessment databases.
- Record and file information on property sales, property splits, building permits, class changes and new construction.
- Create computerized sketches of dwellings and commercial buildings on Apex software.
- Create maps and map detailing relative to legal descriptions of real estate.
- Perform and monitor data entry of property records into computerized format.
- Make all pertinent changes to the property record and assessment roll after field work is completed.
- Balance the assessment roll with the County Tax Lister to ensure exact correctness of assessments for tax billing.
- Prepare assessment notices and mail to taxpayers.
- Create the annual assessors final report for the Department of Revenue.
- Answer questions and concerns from taxpayers, realtors and municipal officials.

Certifications

Assessment Technician Certification – 1998

Continuing Education

Appraisal & Law/Management
Law/Management

August, 2001
August, 1999

Mark R. Verhyen
Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

Summary of Qualifications

Nine years experience as a Certified Assessment Technician currently heading the Personal Property Tax Department at Associated Appraisal Consultants, Inc. Prior work experience in the construction field.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

2003 – Present

Mobile Home and Personal Property Administrator

- Compile the annual personal property assessment roll.
- Discover and catalog new personal property accounts for local taxable businesses.
- Create, mail, and review the annual personal property returns.
- Determine taxability or exemption of reported personal property.
- Balance the personal property assessment roll with the County Tax Lister to ensure exact correctness of assessments for tax billing.
- Administer mobile home parking permit fees for manufactured home communities.
- Physically inspect, measure and catalog mobile homes for municipal records.
- Appraise mobile homes using valuation schedule with adjustments determined by sales ratio studies.
- Mail, receive and review lottery credit eligibility reports.
- Supervise the personal property assistant and personal property clerk.
- Answer questions and concerns from taxpayers, realtors and municipal officials.

Education

Fox Valley Technical College – Appleton, Wisconsin

Certifications

Assessment Technician Certification – 1996

Continuing Education

Personal Property Overview

October, 2004

Dealing with the Taxpayer from Hell (and Other Coping Strategies)

October, 2004

John T. Holtan
Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

Summary of Qualifications

- Sixteen years experience in appraisal field.
- Considerable ability to communicate complex information tactfully and effectively with local officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal.
- Knowledge of all laws and regulations pertinent to the municipal assessment process.
- Extensive education in appraisal terminology and practices.
- Working knowledge of real estate property values and land economics in Wisconsin.
- Well versed in various computerized assessment CAMA systems.
- Experienced in WAN and LAN network environments including Novell.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

1995 - Present

Vice President - Operations

- Responsible for the raising the levels of organizational performance and communications; strengthening customer satisfaction and customer loyalty.
- Responds to and resolves municipal client and property owner concerns.
- Primary network administrator for information technology including file management, network assistance, application software problems, and database management.
- Researches and keeps current on issues and developments which impact the municipalities' assessment function.
- Defends assessed values at Board of Review, 70.85 Appeals to the Wisconsin Department of Revenue, and Circuit Court.
- Works as part of the management team to efficiently operate the company.
- Purchases and maintains office equipment throughout the company.

Education

Luther College – Decorah, Iowa
Bachelor of Science - 1982

Certifications

Assessor I Certification – #JPN728326C
Assessment Technician Certification – 1996

Continuing Education

DOR's USPAP Compliance & Reporting Standards for Assessors	September, 2011
WI Property Tax Litigation:	September, 2011
What Every Assessor Needs to Know	
How to Defend Triple Net Lease Properties	March, 2011
Current Issues in Commercial Real Estate	March, 2011
Market Analysis & Highest and Best Use	March, 2011
2010/2011 National USPAP Update	October, 2010
Critiquing an Appraisal – IAAP One-Day Forum (Parts 1&2)	September, 2010
Unique Commercial Buildings	September, 2010
Discounted Cash Flow & Band of Investment	June, 2010
Analyzing Commercial Lease Clauses	March, 2010
Distressed Property Considerations	March, 2010
Current Market Conditions Symposium	December, 2009
Practical Tips for Assessors in Assessment Appeals	October, 2009
Is it a Modular or Sectional Home?	October, 2009
Assessor Requirements & the Wisconsin Property Assessment	September, 2009
Wisconsin Property Tax Litigation 2009: What Every Assessor Needs To Know	September, 2009
Valuation of Large & Unique Buildings	September, 2009
Appraising Dairy Farms	June, 2009
Sales Validation with Foreclosure Issue Focus	March, 2009
Wisconsin Tax Policy for Assessors	March, 2009
ABCs of Environmental Contamination	December, 2008
Illinois Assessing	September, 2008
Assessment Software	September, 2008
Master Limited Partnerships and Business Models – Should Form of Ownership Affect Assessment Procedures?	September, 2008
Using the Electronic Real Estate Transfer Return System	September, 2008
Board of Review: An Assessment Perspective	March, 2008
WI Energy Star Program: Identifying & Understanding Valuation Considerations	December, 2007
Wisconsin Property Tax Litigation 2007: What Every Assessor Needs to Know	September, 2007
Typical Financing/Current Legal Issues	March, 2007
Considerations in Valuing Waterfront Property	December, 2005
DOR & Statewide Automation Efforts	September, 2005
Claims for Excessive Assessments; Sec 74.37	September, 2005
Corrections to Assessments	August, 2005
Hot Topics – Tax Policy	August, 2005
Wisconsin Real Property Listers: Who are they? What do they do?	March, 2005
Tools in Estimating Construction Cost & Quality Factors	December, 2004
GIS and the Assessor's Office	September, 2004
DOR Organization & Reorganization	September, 2004
Reviewing Your Assessment Practices	September, 2004
The Real Estate Market – Trends & Forecasts	June, 2004
Subsidized Housing Rules & Regulations	March, 2004
Geographic Information Systems (GIS) and CAMA	December, 2003

Wisconsin Property Tax Litigation 2003	September, 2003
Ethics & Public Records Law & Wisconsin Assessors	September, 2003
USPAP Update for Assessors & Appraisers	June, 2003
Explosive Growth: Office Management/Commercial Development Feasibility	March, 2003
Property Tax Exemption Applications	September, 2002
Expert Witnesses	September, 2002
Wisconsin Property Tax Litigation 2002: What Every Assessor Needs to Know	September, 2002
Contracts, Bidding, Rural Issues	September, 2002
Assessment Compliance (70.05) and Adjustments (70.57)	June, 2002
Wisconsin Property Tax Litigation 2001: What Every Assessor Needs to Know	September, 2001
S 70.05 Non-Compliance Training 2001	August, 2001
Board of Review	September, 2000
Small Jurisdiction Annual Activities & CAMA Applications	September, 2000
S 70.05 Non-Compliance Training 2000	August, 2000
The Application of a Completed Geographic Information System (GIS)	December, 1998
Waterfront Properties Assessment	September, 1998
USPAP and the Wisconsin Assessor	September, 1998
Assessment Process	September, 1998
Exploring Your Resources	September, 1998
New Telephone Company Utility Tax Methods, Bureau of Manufacturing and Telco Assessments	March, 1998
Agricultural Use Value Assessment	November, 1997
S 70.05 Non-Compliance Municipal Training	October, 1997
Post Board of Review Appeals and Adjustments	October, 1997
Assessing Unique Homes	October, 1997
Wisconsin Land Records, GIS Training Seminar, Development of a Basic GIS Program	September, 1997
Commercial Properties at the Board of Review – Handling a Large Commercial Appeal	March, 1997
Valuation of Business Personal Property	September, 1996
S 70.05 Non-Compliance Municipal Training 1996	September, 1996
Implementing Use-Value Treatment of Agricultural Land	March, 1996
Answering Difficult Assessment Questions - 1995	October, 1995
Introduction to Cost Approach Workshop	October, 1995
S 70.05 Non-Compliance Municipal Training 1995	August, 1995

Professional Memberships

Wisconsin Association of Assessing Officers, Current sitting Executive Board Member 2009-2011
AVOW Newsletter Committee
Commercial Sales Committee

Northeast Wisconsin Assessors Association, 1995 to present

Indianhead Association of Assessing Officers 1997-2000



CERTIFICATE OF LIABILITY INSURANCE

OP ID JV
ASSOC01

DATE (MM/DD/YYYY)

02/28/12

PRODUCER
ADEMINO & ASSOCIATES INC
DAVID ADEMINO
.001 TRUMAN P O BOX 99
KIMBERLY WI 54136-0099
Phone: 920-734-3110 Fax: 920-734-6027

INSURED

ASSOCIATED APPRAISAL
CONSULTANTS INC
PO BOX 2111
APPLETON WI 54911

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GENERAL CASUALTY	24414
INSURER B: UNDERWRITERS AT LLOYDS, LONDON	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CCS 0859674	11/01/11	11/01/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	CBA 0859671	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
A		EXCESS / UMBRELLA LIABILITY	CCU 0859673	11/01/11	11/01/12	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$0					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC 0859672	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 100,000
		<input type="checkbox"/> Y/N				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 500,000
B		OTHER	MPL 1129252.11	01/12/11	01/12/12	\$5000 DED	\$1,000,000
		ERRORS & OMISSIONS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

MENAS-1

CITY OF MENASHA
140 MAIN ST
MENASHA WI 54952

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
DAVID VAN BOOGARD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.