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
July 2, 2012
6:30 PM
or immediately following recess of Common Council
AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE
   1. Administration Committee, 6/18/12

D. ACTION/DISCUSSION ITEMS
   1. Disposition of NMFR Station 36, 901 Airport Road, including,
      a) Offer to Purchase – Endter Investment, LLC
      b) Offer to Purchase – FP One LLC
   2. Alliance Industries expansion project:
      a) R-27-12 Resolution Authoring Borrowing of $830,000 from the Winnebago County Industrial Development Board Revolving Loan Fund for the Purpose of Assisting With the Expansion of Alliance Industries, Inc.
      b) Winnebago County Business Industrial Development Board Loan Application
      c) Business Loan Agreement
      d) Redevelopment Agreement

E. ADJOURNMENT

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

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
June 18, 2012

Minutes

A. CALL TO ORDER
Meeting called to order by Chairman Klein at 7:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, PRD Tungate, LD Lenz, PHD Nett, Comp. Stoffel, Deputy Clerk Sewall

C. MINUTES TO APPROVE
1. Administration Committee, 6/4/12
Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.
Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS
1. Authorization to place stamped, colored concrete in the terrace at the Third Street/ Plank Road bus stop using surplus Valley Transit funds (Ald. Taylor)
Moved by Ald. Taylor, seconded by Ald. Englebert to recommend to Common Council the authorization to place stamped, colored concrete in the terrace at the Third Street/Plank Road bus stop using surplus Valley Transit funds totaling $1,650.00.

Discussion ensued
Motion carried on roll call 8-0.

2. Annexation Impact Reports for:
   a) FP One Annexation (Appleton Road)
   b) Bowe Annexation (Manitowoc Road)

CDD Keil reported that this is a necessary step in the annexation process.
Moved by Ald. Sevenich, seconded by Ald. Krueger to recommend to Common Council the FP One Annexation and the Bowe Annexation.
Motion carried on roll call 8-0.

3. Proposed Re-inspection Fees for Swimming Pools for the licensing period 7/1/12 to 6/30/13(Recommended by Board of Health)

PHD Nett explained the fees.
Moved by Ald. Sevenich, seconded by Ald. Krueger to recommend to Common council the proposed re-inspection fees for swimming pools for the licensing period 7/1/12 to 6/30/13.
Motion carried on roll call 8-0.

4. O-11-12 An Ordinance Amending Title 7, Chapter 8, Section 7-8-1(e) & (g) of the Code of Ordinance (Street Use Permits) (introduced by Ald. Krueger)

Atty. Captain explained that the changes she made to this section of the City code. She also recommended removal of wording "7-8-1(g)" under 7-8-1(m) as it will no longer be relevant.
Moved by Ald. Krueger, seconded by Ald. Langdon to forward O-11-12 to Common Council with Atty. Captain's recommended change.
Motion carried on roll call 8-0.

5. Disposition of NMFR Station 36, 901 Airport Road, including, (held 6/4/12)
   a) Offer to Purchase – Endter Investment, LLC
   b) Offer to Purchase – FP One LLC

Discussion ensued. No action was taken.

E. ADJOURNMENT
Moved by Ald. Zelinski, seconded by Ald. Englebert to adjourn at 8:12 p.m.

Respectfully submitted by Deputy Clerk Kristin Sewall

DRAFT

MEMORANDUM

Date: June 28, 2012

To: Administration Committee
From: Pamela A. Captain, City Attorney

RE: Insurance and Fire Station #2 Update

On Monday, June 25, LGPIF sent its own contractor/appraiser to estimate the damages on Fire Station #2 (excerpt attached). The insurance company estimate of the damages totals: $17,649.48. This is considerably less than the estimate of damages provided by the City which totaled: $36,783. The largest discrepancy between the estimates is attributable to site demolition, allowances, design fees, contingency and profit margin added to the City's estimate totaling approximately $14,300.

Please remember that this is not the usual insurance claim matter. Usually, upon incurring damages, repairs are made and an actual bill is provided to the insurance company for reimbursement. In this case, the City has not decided what to do with respect to the building – repair it, sell it "as is" or demolish it.

At this point, the minimum insurance proceeds appear to be $17,649.48.

CRAWFORD & COMPANY

175 N. PATRICK BLVD. STE 100
PHONE (262) 957-5012
FAX (262) 794-9153
CELL (262) 825-2259
mccyga@us.crawco.com

CONTINUED - Garage

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
15. Scaffold - per section (per week)	18.00 WK	35.74	643.32	(0.00)	643.32
16. Structural Shoring	1.00 EA	3,345.00	3,345.00	(0.00)	3,345.00
17. Gutter / downspout - aluminum - 7" to 8"	24.00 LF	13.83	331.92	(0.00)	331.92
18. R&R Soffit & fascia - metal - 4' overhang	60.00 LF	15.77	946.20	(0.00)	946.20
19. Electrical (Bid Item)	1.00 EA	2,500.00	2,500.00	(0.00)	2,500.00
20. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	4,000.00	4,000.00	(0.00)	4,000.00
21. Metal Structure Installer - per hour	24.00 HR	58.75	1,410.00	(0.00)	1,410.00
Misc structural repairs as required.					
Totals: Garage			**17,649.48**	**0.00**	**17,649.48**
Total: Main Level			**17,649.48**	**0.00**	**17,649.48**
Total: Fire Station #2			**17,649.48**	**0.00**	**17,649.48**

Hart Park

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
22. Replace (1) line post and 42' of top rail - straighten (1) end post	1.00 EA	582.00	582.00	(0.00)	582.00
Totals: Hart Park			**582.00**	**0.00**	**582.00**

Police Department

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
23. Damaged Computer Equipment	1.00 EA	2,723.57	2,723.57	(0.00)	2,723.57
Per the receipts furnished by the insured including labor breakdown.					
Totals: Police Department			**2,723.57**	**0.00**	**2,723.57**

Approved by the Wisconsin Department of Regulation and Licensing
4-1-00 (Optional Use Date)
9-1-00 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

~~BROKER DRAFTING THIS OFFER ON XXXXXXXXXXXX [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) STRIKE TWO~~

GENERAL PROVISIONS The Buyer, Endter Investments, LLC or assigns, offers to purchase the Property known as [Street Address] 901 Airport Road, a/k/a City of Menasha Fire Station #2 in the City of Menasha, County of Winnebago, Wisconsin, (Insert additional description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

■ PURCHASE PRICE: Eighty Thousand and 00/100 Dollars Dollars ($ 80,000.00).

■ EARNEST MONEY of $ 00.00 accompanies this Offer and earnest money of $ $5,000.00 will be paid within 30 days of acceptance.

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

■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and the following additional items: _____.

■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: ***CAUTION: Address rented fixtures or trade fixtures owned by tenants, if applicable.***

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before May 30, 2012 ***. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***

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

(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 28 or 30 (if any), for delivery to the Party's delivery address at lines 29 or 31.

Seller's recipient for delivery (optional): Mayor Don Merkes

Seller's delivery address: City of Menasha City Hall, 140 Main Street, Menasha, WI

Buyer's recipient for delivery (optional): Chris Endter with a copy to Andrew Rossmeissl, 800 N. Lynndale Drive, Appleton, WI

Buyer's delivery address: 1190 Goss Avenue, Menasha, WI

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

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

Buyer: (_____) _____ Seller: (_____) _____

LEASED PROPERTY If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) STRIKE ONE lease(s), if any, are Seller represents that there are no leases affecting the subject property.

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

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or Evans Title Company no later than July 30, 2012 unless another date or place is agreed to in writing.

CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs and _____. Any income, taxes or expenses shall accrue to Seller and be prorated through the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (_____). STRIKE AND COMPLETE AS APPLICABLE ***CAUTION: If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.***

PROPERTY CONDITION PROVISIONS

■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.

■ A "condition affecting the Property or transaction" is defined as follows: [page 2 of 5, WB-15]
(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
(b) government agency or court order requiring repair, alteration or correction of any existing condition;
(c) completed or pending reassessment of the Property for property tax purposes;
(d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
(e) any land division involving the Property, for which required state or local approvals were not obtained;
(f) construction or remodeling on the Property for which required state or local approvals were not obtained;
(g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
(h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
(i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
(j) conditions constituting a significant health or safety hazard for occupants of the Property;
(k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on the Property; ***NOTE: The Wisconsin Administrative Code contains registration and operation rules for such underground storage tanks.***
(l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
(m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
(n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

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

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

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

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

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

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

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

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

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

PROPERTY ADDRESS: 901 Airport Road, Menasha, WI [page 3 of 5, WB-15]

OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

[X] **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain: [CHECK APPLICABLE FINANCING BELOW]

[ ] land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

[X] a conventional [INSERT LOAN PROGRAM] (fixed) (adjustable) [STRIKE ONE] rate first mortgage loan commitment as further described at lines 136 to 149 and 154 to 178, within 30 days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ 80,000.00 for a term of not less than 20 years, amortized over not less than 20 years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed 5% % and monthly payments of principal and interest shall not exceed $ N/A .

IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments of principal and interest may be adjusted to reflect interest changes.

MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not to exceed _____% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

IF FINANCING IS BY LAND CONTRACT $ _____ shall be paid at closing (in addition to earnest money), interest rate following payment default shall be _____ %, the default period shall be _____ days for payments and _____ days for performance of any other obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer understands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135. **Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.** ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of merchantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in the financing contingency, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.

[TITLE EVIDENCE]

■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. ***WARNING: If Buyer contemplates improving or developing Property, or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,***

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

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

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

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

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

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

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution 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 disputes covered by the arbitration agreement. NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

EARNEST MONEY

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

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

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

PROPERTY ADDRESS: 901 Airport Road, Menasha, WI [page 5 of 5, WB- 15]

TIME IS OF THE ESSENCE "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: _____. If "Time is of the Essence" 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.

[ ] **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY

- [ ] Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- [ ] A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with representations made prior to and in this Offer.
- [ ] Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- [ ] Other _____

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

[X] **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: CHECK THOSE THAT APPLY

- [X] A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see lines 96 to 108), at (Buyer's)(Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties.
- [X] A qualified independent inspector of Buyer's choice conducting an inspection of the Property and N/A _____, at (Buyer's)(Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the environmental site assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

ADDITIONAL PROVISIONS/CONTINGENCIES See additional contingencies at Addendem A.

[X] **ADDENDA:** The attached Addendum A is/are made part of this Offer.

THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.

This Offer was drafted on May 14, 2012 [date] by [Licensee and firm] Andrew J. Rossmeissl, Herrling Clark Law Firm Ltd.

(X) _____ _____ 5/15/12
Buyer's Signature ▲ Print Name Here: ► Chris Endter — Social Security No. or FEIN (optional) ▲ — Date ▲

(X) _____ _____ 5-15-2012
Buyer's Signature ▲ Print Name Here: ► Gilbert Mader — Social Security No. or FEIN (optional) ▲ — Date ▲

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

_____ Broker (By) _____

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

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

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

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

THIS OFFER IS REJECTED _____ _____ (Seller Initials ▲ / Date ▲)

THIS OFFER IS COUNTERED [See attached counter] _____ _____ (Seller Initials ▲ / Date ▲)

ADDENDUM A

1. This Offer is contingent upon Buyer receiving a commitment from the City of Menasha and/or the Wisconsin Department of Transportation, as applicable, to maintain ingress and egress to and from the subject property to Airport Road.

2. This Offer is contingent upon the City of Menasha paying the actual cost to repair the roof of the structure located on the subject premises, not to exceed $20,000.00. Buyer and Seller are aware that Seller received approximately $39,000.00 in insurance proceeds to repair said roof; Seller may retain any portion of said proceeds not needed to repair the roof and/or any portion of said proceeds in excess of $20,000.00.

3. This Offer is contingent upon Buyer receiving a commitment from the City of Menasha to allow no less than eight (8) outdoor parking stalls on the subject premises with access to Airport Road.

4. This Offer is contingent upon the City of Menasha rezoning the subject property to C1.

5. This Offer is contingent upon Buyer, at Buyer's expense, obtaining a survey of the subject property demonstrating that all the improvements to the subject property are located within the legal boundaries of the subject property.

MEMORANDUM

Date: May 18, 2012

To: Administration Committee and the Mayor
From: Pamela A. Captain, City Attorney

RE: Endter Investments, LLC & Fire Station #2

I have reviewed the Commercial Offer to Purchase the 901 Airport Road property (f/n/a Fire Station #2), dated May 15, 2012, submitted by Endter Investments, LLC (Endter).

RECOMMENDATION: My recommendation is to not accept the offer to purchase as submitted.

The recommendation not to accept the offer to purchase as submitted is based on the following list of concerns:

1. Lines 51 through 75 should be deleted. Under this provision Endter is proposing that the City make representations about the condition of the property. By law, the City is not required to provide a property condition report. As a matter of practice, it is not advisable that the City take on legal responsibilities associated with making representations or warranties.
2. Lines 278 through 292 should be modified.
   a. Under the first part of this provision Endter is proposing that it choose a consultant to conduct an environmental site assessment at the expense of the City. It is not unusual that a Seller performs a Phase I environmental study at its expense. However, the Seller should choose the consultant or there should be a limit as to the cost of the assessment.
   b. Under the second part of this provision Endter is proposing that it choose an inspector to look for defects, including structural and mechanical components at the expense of the City. It is unusual that a Seller pays for an inspector to inspect the property for defects. This is usually an expense of the Buyer. Should the City decide to pay for this expense, at the very least the City should choose the inspector or there should be a limit as to the cost of the inspection.
   c. The City is already aware that there is asbestos contained in the building. This defect has been disclosed and should not be a basis which would allow Buyer an opportunity to back out of an accepted offer to purchase.

d. Other defects such as the HVAC system, the roof and structural wind damage and water damage to the carpet, underlayment and basement are also known defects which should not be a basis which would allow Buyer an opportunity to back out of an accepted offer to purchase.
e. Rather than having a contract contingency, Endter can bring its own inspector now, before entering into any offer to purchase with the City, to see if it really wants to purchase the property.

3. ADDENDUM A.
   a. There should be clarifying language that contingencies 1, 3 and 4, which are legislative processes, do not contractually obligate the City to satisfy the contingencies.
   b. As to paragraph 2, it is unclear as to whether it is expected that the roof repairs will be done before closing and by whom (either Buyer or Seller).
   c. If the City chooses to address the roof damage, I suggest that it be modified to indicate a specific dollar amount (such as $20,000 or other lesser amount) as a credit on the purchase price to Buyer at closing in consideration of costs Buyer may incur in repairing the roof of the structure. Also, I suggest that it specifically indicate that Seller will not be responsible for nor make any repairs.
   d. There is also an incorrect statement in paragraph 2. The City has not "received" $39,000 in insurance proceeds for damage to the fire station.
4. Line 293 - 297. It should be added that the Buyer has had an opportunity to inspect the property before entering into this Offer to Purchase and has satisfied itself as to knowledge about the condition of the property. Also, Seller makes no warranties or representations about the condition of the property and is selling the property "as is."

Additionally, the following items are brought to your attention:

1. Line 2. Strike the word "assigns." Endter is proposing that it have the ability to assign its rights under the offer to purchase to someone else. If this is left in there should be additional language that the City needs to approve the assignment and that both Endter and its assignee will be bound by the terms of the offer to purchase.
2. Line 22. A binding acceptance date of May 30 is too short.
3. Line 136. The Buyer is proposing to be able to finance the entire purchase price. It is not likely that this contingency will be met.
4. Line 194. Endter is proposing that the City pay for and provide title insurance. Buyer's lender will require title insurance. This is generally Seller's expense, but it can be negotiated. As a governmental entity that has owned the property for many years, it is my opinion that title insurance is an extra unnecessary expense.

MEMORANDUM

Date: June 28, 2012

To: Administration Committee
From: Pamela A. Captain, City Attorney

RE: Insurance and Fire Station #2 Update

On Monday, June 25, LGPIF sent its own contractor/appraiser to estimate the damages on Fire Station #2 (excerpt attached). The insurance company estimate of the damages totals: $17,649.48. This is considerably less than the estimate of damages provided by the City which totaled: $36,783. The largest discrepancy between the estimates is attributable to site demolition, allowances, design fees, contingency and profit margin added to the City's estimate totaling approximately $14,300.

Please remember that this is not the usual insurance claim matter. Usually, upon incurring damages, repairs are made and an actual bill is provided to the insurance company for reimbursement. In this case, the City has not decided what to do with respect to the building – repair it, sell it "as is" or demolish it.

At this point, the minimum insurance proceeds appear to be $17,649.48.

CRAWFORD & COMPANY

175 N. PATRICK BLVD. STE 100
PHONE (262) 957-5012
FAX (262) 794-9153
CELL (262) 825-2259
mccyga@us.crawco.com

CONTINUED - Garage

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
15. Scaffold - per section (per week)	18.00 WK	35.74	643.32	(0.00)	643.32
16. Structural Shoring	1.00 EA	3,345.00	3,345.00	(0.00)	3,345.00
17. Gutter / downspout - aluminum - 7" to 8"	24.00 LF	13.83	331.92	(0.00)	331.92
18. R&R Soffit & fascia - metal - 4' overhang	60.00 LF	15.77	946.20	(0.00)	946.20
19. Electrical (Bid Item)	1.00 EA	2,500.00	2,500.00	(0.00)	2,500.00
20. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	4,000.00	4,000.00	(0.00)	4,000.00
21. Metal Structure Installer - per hour	24.00 HR	58.75	1,410.00	(0.00)	1,410.00
Misc structural repairs as required.					
Totals: Garage			**17,649.48**	**0.00**	**17,649.48**
Total: Main Level			**17,649.48**	**0.00**	**17,649.48**
Total: Fire Station #2			**17,649.48**	**0.00**	**17,649.48**

Hart Park

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
22. Replace (1) line post and 42' of top rail - straighten (1) end post	1.00 EA	582.00	582.00	(0.00)	582.00
Totals: Hart Park			**582.00**	**0.00**	**582.00**

Police Department

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
23. Damaged Computer Equipment	1.00 EA	2,723.57	2,723.57	(0.00)	2,723.57
Per the receipts furnished by the insured including labor breakdown.					
Totals: Police Department			**2,723.57**	**0.00**	**2,723.57**

WB-13 VACANT LAND OFFER TO PURCHASE

Attorney
~~LICENSEE~~ DRAFTING THIS OFFER ON May 30, 2012 [DATE] IS (AGENT OF BUYER) ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ [STRIKE THOSE NOT APPLICABLE]

GENERAL PROVISIONS The Buyer, FP One, LLC, offers to purchase the Property known as [Street Address] 901 Airport Road in the City of Menasha, County of Winnebago, Wisconsin (insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Seventy-Five Thousand Dollars ($ 75,000.00).

■ EARNEST MONEY of $ 1,000.00 ~~accompanies this Offer and earnest money of $~~ will be mailed, or commercially or personally delivered within 10 days of acceptance to listing broker or Pfefferle Companies, Inc.

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: None

■ NOT INCLUDED IN PURCHASE PRICE: the existing structures located on the Property

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: R-1 [see Addendum]

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before June 1, 2012. ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

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

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

[X] (2) Fax: fax transmission of the document or written notice to the following telephone number:

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

[n/a] (3) Commercial Delivery: depositing the document or written notice 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 if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 140 Main Street, Menasha, WI 54952

Delivery address for Buyer: Pfefferle Companies, 200 E. Washington Ste. 2A, Appleton, WI 54911

[X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): gkeil@ci.menasha.wi.us

E-Mail address for Buyer (optional): tplatt@pfefferle.biz

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) ~~other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ [COMPLETE DATE OR STRIKE AS APPLICABLE] ~~and~~ _____

_____

_____ [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT]

CLOSING This transaction is to be closed no later than [see Addendum] _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none .

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- [X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [n/a] _____

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

- [n/a] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral)~~ [STRIKE ONE] ~~lease(s), if any, are~~ The Property will not be subject to any leases at closing . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

[n/a] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

[n/a] **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:
a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.
(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

n/a **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than_____ years, amortized over not less than_____ years. Initial monthly payments of principal and interest shall not exceed $ _____ . Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

n/a **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

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

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

[X] **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: redevelopment for commercial purposes consistent with the Concept Plan attached as Exhibit B including adjacent land owned by Buyer south of Property [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

[n/a] **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

[X] **SUBSOILS:** This offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ (Seller's) [STRIKE ONE] ("Buyer's if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

[n/a] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 [CHECK ALL THAT APPLY]: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____

[X] **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ [STRIKE ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

[X] **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ [STRIKE ONE] ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: and such access as shown on attached Exhibit B

[n/a] **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

[X] **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

[X] **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, a ☒ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ [CHECK ALL THAT APPLY], and delivering written notice to Seller if the item cannot be obtained, all within 60 days of acceptance for the Property for its proposed use described at lines 306-308.

[n/a] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within ____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

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

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

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

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

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

n/a **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: n/a

If "Time is of the Essence" 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.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and no other exceptions / recorded serving the Property which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES [see additional terms included on Addendum]

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution 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 disputes covered by the arbitration agreement.

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

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

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

[X] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of [see Addendum]
(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

■ **RIGHT TO CURE:** Seller (shall)~~(shall not)~~ [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

[X] **ADDENDA:** The attached Exhibits A & B is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES [see Addendum]

This Offer was drafted by [Licensee and Firm] Atty. Richard J. Knight
on .

(x) FP ONE, LLC
Buyer's Signature ▲ Print Name Here ▸ Date ▲

(x) By:
Buyer's Signature ▲ Print Name Here ▸ John Pfefferle, Manager 5-30-12 Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

Broker (By)

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

(x)
Seller's Signature ▲ Print Name Here ▸ Date ▲

(x)
Seller's Signature ▲ Print Name Here ▸ Date ▲

This Offer was presented to Seller by [Licensee and Firm]
on at a.m./p.m.

This Offer is rejected Seller Initials ▲ Date ▲ This Offer is countered [See attached counter] Seller Initials ▲ Date ▲

EXHIBIT A TO WB-13 VACANT LAND
OFFER TO PURCHASE DATED MAY 30, 2012
PROPERTY: 901 Airport Road, Menasha
BUYER: FP One, LLC

The terms of the printed WB-13 Vacant Land Offer to Purchase are modified and supplemented as follows:

1. Line 24. Rezoning. No later than the date of closing, the Property shall be rezoned to C-1 by the Seller at Seller's cost. If, despite its reasonable efforts, the Seller is unable to obtain the rezoning, the Buyer shall have no obligation to conclude this transaction, may elect to declare this Offer to Purchase null and void and all earnest money shall be promptly returned to Buyer.

2. Line 70. The closing shall take place within twenty (20) days 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 a Phase I environmental audit report, as described below, indicating that no hazardous conditions exist on the Property, as also described below.

3. Environmental Audit. The environmental audit report to be provided by the Seller is described as follows:

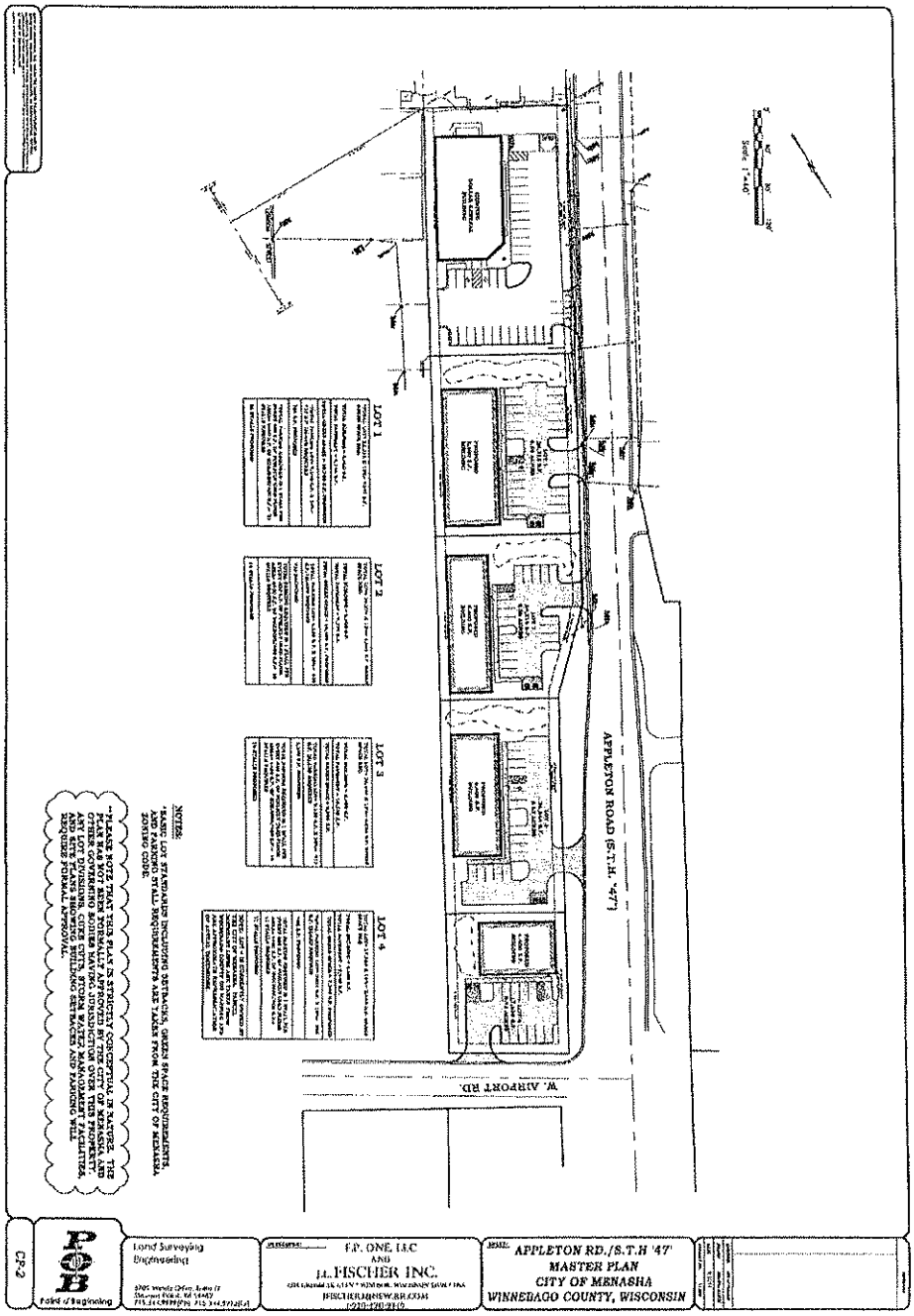
The Seller shall provide a written environmental assessment of the Property from an independent environmental consultant approved by Buyer, indicating that: (1) the Property is free from all toxic and hazardous substances and environmental contaminants, (2) the Property complies with all federal, state 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, within 21 days of the Buyer's receipt of a copy of the Assessment, the Buyer may elect to terminate this Offer and all earnest money shall be returned to Buyer within five (5) business days of the Seller's receipt of Buyer's notice terminating the Offer.

4. Line 506. The Buyer may conduct such inspections and geotechnical 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.

5. Line 527. 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 acceptance.

EXHIBIT B TO WB-13 VACANT LAND
OFFER TO PURCHASE DATED MAY 30, 2012



CONCEPTUAL PLAN ONLY

RESOLUTION R - 27 - 12

RESOLUTION AUTHORIZING BORROWING OF $830,000 FROM THE WINNEBAGO COUNTY INDUSTRIAL DEVELOPMENT BOARD REVOLVING LOAN FUND FOR THE PURPOSE OF ASSISTING WITH THE EXPANSION OF ALLIANCE INDUSTRIES, INC.

WHEREAS, Winnebago County provides low interest loans to local municipal governmental units for industrial development projects; and,

WHEREAS, Alliance Industries, Inc. is interested in purchasing two existing buildings to enable the expansion of business operations in the City of Menasha; and,

WHEREAS, to make this project economically viable it is necessary for the City of Menasha to borrow money in the principal amount of $830,000 from the IDB revolving loan fund and lend that amount to Alliance Industries, Inc. under the terms and conditions established by the Industrial Development Board for its Revolving Loan Fund; and,

WHEREAS, the City is authorized under 67.12(12), Wisconsin Statutes, to borrow money and issue promissory notes for such purpose; and,

WHEREAS, it is now necessary to execute an agreement for, authorize issuance of a promissory note, to provide details thereof and to award the note to Winnebago County for said purpose:

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Menasha, Wisconsin as follows:

Section 1. Purpose and Terms. Appropriate City officials are hereby authorized to make application for, to execute an agreement and promissory note for the borrowing of funds in the amount of $830,000, from the Winnebago County Industrial Development Board Revolving Loan Fund for assisting Alliance Industries, Inc. with the purchase of production and office facilities at 313 and 320 Appleton Street. In accordance with the terms of the Business Loan Agreement entered into between the City and Alliance Industries, Inc. The note shall be dated the date of its delivery to Winnebago County and receipt of proceeds therefrom.

Principal shall be repaid from a mortgage executed upon the land and buildings to be purchased within the City of Menasha. Any remaining outstanding balance of the note shall mature and be payable in full five years from the date of the note.

The note shall be subject to redemption at the option of the City prior to maturity at a redemption price equal to the principal amount thereof plus accrued interest.

The note shall be payable both principal and interest, in lawful money of the United States of America at the office of the City Treasurer.

Section 2. Execution of Note. The note shall be executed by the Mayor with his manual signature, and by the City Comptroller with his manual signature, attested to by the City Clerk and sealed with the corporate seal of the City. In case any officer of the City who shall have signed or sealed any note shall cease to be such officer before the note so signed or sealed shall have actually been delivered or issued, such note may be delivered and issued with the same effect as though the person who had signed and sealed such note had not ceased to be an officer of the City.

Section 3. Lost, Destroyed or Mutilated Note. In case the note shall become mutilated, lost, stolen, or destroyed, the appropriate offices of the City, in their discretion, may issue a new note of like tenor, amount, maturity and date, and bearing the same number, in exchange and substitution for, and upon the cancellation of the mutilated note, or in lieu of and substitution for each lost, stolen, or destroyed note; instead of issuing a substitute note said officers may pay such note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to said officers of the destruction, theft or loss of such note, and indemnity satisfactory to said officers.

Section 4. Source of Payment. The note shall be an obligation of the City and shall be repaid from the proceeds of a mortgage executed upon the land and buildings at 313 and 320 Appleton Street within the City of Menasha. Outstanding balance of the note at maturity shall be paid in full. The City shall further pledge its tax levying authority pursuant to Section 67.12(12) as security for the note.

Section 5. Severability. If any section, paragraph, clause or provision of this resolution shall be invalid or ineffective for any reason, the remainder of this resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted by this Common Council despite the invalidity of such section, paragraph, clause or provision.

Section 6. Repeal of Conflicting Provisions and Effective Date. All orders or resolutions in conflict are hereby repealed insofar as such conflict exists, and this resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted: _____

Approved: _____

_____
Donald Merkes, Mayor

Attest:

_____
Deborah Galeazzi, City Clerk

Rev. 1/30/04

WINNEBAGO COUNTY INDUSTRIAL DEVELOPMENT FUNDS

APPLICATION FORM

Please answer all questions and return the form and supporting information to the Winnebago County Planning Department, P.O. Box 2808, Oshkosh, WI 54903-2808.

1. Describe the Project:

   a. Location (include map):

      Alliance Industries, Inc.
      320 Appleton Street
      Menasha, WI 54952
      &
      313 Appleton Street
      Menasha, WI 54952

      The Alliance Industries site is located east of Racine Street, South of Fourth Street, West of De Pere Street, and North of Third Street.

   b. Purpose:

      The requested IDB funding will be used for the acquisition of the two buildings at 320 and 313 Appleton Street, which Alliance Industries currently Leases. This would allow Alliance to set down roots in the City of Menasha/Winnebago County, and would establish a permanent site for its corporate headquarters.

      This is part of a larger expansion project, where Alliance intends to put a 45,000 sq ft addition onto the building at 313 Appleton, make site improvements at both properties and create jobs.

   c. Size:
      The two buildings to be acquired with IDB funding assistance are currently 90,000 square feet. A 45,000 square foot addition is planned for the 313 Appleton Street site.

Current employment at Alliance's Menasha site is 60 employees, with projections to add an additional 40 employees following the expansion.

c. Cost:

Purchase of buildings: $1.6 million (includes $830,000 in requested IDB assistance)

Other expansion costs not financed through IDB assistance include:

- Building Expansion: $1.4 million
- Additional Equipment: $1 million

2. Will the project maintain, expand or create a new tax base?

The project, which includes the expansion, is anticipated to create over $1 million in additional tax base for the City of Menasha and Winnebago County as a whole. It will also help stabilize the existing tax base by transitioning the existing buildings from renter to owner occupied. Alliance has indicated that, once in their ownership, they will address many deferred maintenance issues such as façade improvements, repaving, landscaping and other aesthetic deficiencies.

3. Does the project address a tangible end product?

The end product of IDB funding will be the acquisition of two buildings/properties that are currently being leased by Alliance Industries. The acquisition of the two properties is part of the greater expansion project which includes a 45,000 sq ft building addition, retention of 60 jobs and potential for creation of 40 jobs.

4. What identifiable City, Village or Town needs will be served?

The project will result in opportunities for growth in employment, income and tax base for the City of Menasha and the county as a whole. The project will also result aesthetic

improvements that will prove beneficial to the surrounding residential district.

5. Does the project have the potential to retain or create jobs?

   Alliance has indicated the project will retain existing 60 jobs with plans to add an additional 40.

6. Is the project part of a package where other grants and loans or financing techniques are involved?

   Yes, Alliance is currently working with the Wisconsin Economic Development Corporation on job creation tax credits.

   They are also working with the City on the following items, all of which are to be included in a redevelopment agreement between the City of Menasha and Alliance Industries.

   - A pay-as-you go Tax Incremental Finance (TIF) Incentive equal to 10% of the tax increment generated over a 10 year period.
   - Closure of a portion of Appleton St. to improve safety and accommodate increased truck traffic and increased movements between facilities.
   - Application by the city for Community Development Block Grant (CDBG) - Public Facilities (PF) grant funds for electrical service upgrades.

_____ _____

(Signature of Applicant) (Date)

_____ _____

(Community) (Phone)

users/jr/Planning jbougie/Revol Loan Fnd-February 2007 Revision.doc

Alliance Industries Site Map
320 & 313 Appleton St. Menasha

Legend

- Alliance Industries Parcels
- Parcels

0 125 250 500 Feet

N

BUSINESS LOAN AGREEMENT

CITY OF MENASHA – ALLIANCE INDUSTRIES, INC.

THIS AGREEMENT, made and entered into as of the _____ day of July 2012, by and between the City of Menasha Grantee, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as the "City," and Alliance Industries, Inc., a business corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, and qualified to do and doing business in the State of Wisconsin, hereinafter referred to as "Alliance".

WHEREAS, Alliance Industries, Inc., a Wisconsin business corporation licensed to do and doing business in the State of Wisconsin intends to expand its business operations in the City of Menasha, Wisconsin; and,

WHEREAS, Alliance has requested that the City provide financial assistance through the Winnebago Industrial Development Board (IDB) Revolving Loan Fund (RLF) in order that its operations may be expanded within the City; and,

WHEREAS, pursuant to such request, the City, has authorized application for Winnebago County Industrial Development Board funds in an amount of $830,000; and,

WHEREAS, in recognition that conventional or other financing is not available under reasonable terms, the administration and the lending of the funds to Alliance is necessary to assist Alliance with its proposed business expansion; and,

WHEREAS, such expansion will result in the creation of jobs and increase the City's tax base;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and undertakings herein expressed, the City and Alliance agree as follows:

I. The City's governing body approves the administration and the lending of the proceeds of the IDB loan to Alliance upon the terms and conditions herein stated, and authorizes the execution and delivery of this loan agreement.

II. Loan. The City will lend to Alliance for the purpose of purchasing buildings located at 313 and 320 Appleton Street, which currently house the office and production facilities of the company.

Interest Rate Terms and Repayment. The loan will be for a 60-month term. The interest rate will be at a rate equal to Winnebago County's investment rate at loan origination (currently 0.83%), to be adjusted every January 1 equal to the County's average investment rate from the prior calendar year. Principal and interest payments will commence 30 days from the date of the note and be paid in 60 equal monthly installments with a balloon payment for the balance at the end of the 60-month term. A separate annual loan servicing fee of 0.25% charged by the IDB will be added to the repayment schedule.

There shall be no prepayment penalty for the loan.

Security. This loan will be evidenced by an executed promissory note and a real estate mortgage on the property being owned by Alliance Industries, Inc. The mortgage will be recorded at the Winnebago County Register of Deeds Office.

III. Project Description. Alliance will purchase buildings at 313 and 320 Appleton Street, in the City of Menasha, Winnebago County, Wisconsin from which it will conduct its business operations.

IV. Disbursement of Loan Funds. The City will distribute the loan funds to Alliance upon transfer of the ownership of the properties at 313 and 320 Appleton Street to Alliance Industries, Inc.

V. Representations and Agreements of Alliance. Alliance will do the following:

A. Sign the loan agreement with the City and related loan agreements.

B. Provide, in a timely manner during the term of the loan, quarterly financial statements the first two years with annual statements, documentation of expenditures of funds, hiring records, and other information as may be required.

VI. Records. In addition, Alliance will maintain those records which are necessary to enable the City to determine whether the performance of Alliance complies with the terms of this agreement. The City will have access to all records pertinent to this agreement for the purpose of examination and transcription during normal working hours. Any change in Alliance officers, registered agents, or addresses must be given to the City in writing.

VII. Nondiscrimination. Alliance will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.

VIII. Default. Failure by Alliance to make payment of any principal or interest within thirty (30) days after the same is due and payable or the failure of Alliance to comply with any condition of this agreement other than the increase of employment contained in Section III is a default. In the event of a default, all sums due or owing to the City shall, at its option, become immediately due and payable. The City may exercise this option by giving written notice to Alliance which specifies the default, the action required to cure the default, and a date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid a foreclosure or other collection action.

IX. Governing Law. The laws of the State of Wisconsin shall govern this loan agreement and the mortgage and security agreement and promissory note issued hereunder.

X. Counterparts. This loan agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

XI. Severability. If any provisions of this loan agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provisions in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid,

inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this loan agreement shall not affect the remaining portions of this loan agreement or any part thereof.

XII. Termination. Upon full and final payment of the promissory note, this loan agreement shall terminate and the City shall cause the promissory note to be canceled and delivered to Alliance; and the City shall cause liens of the mortgage and security agreement to be discharged of record.

XIII. Amendments. Any amendments to this agreement require the written agreement of the City and Alliance.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

ALLIANCE INDUSTRIES, INC.:

Robert Mittelstaedt, President

BY THE CITY OF MENASHA:

Don Merkes, Mayor

Deborah Galeazzi, City Clerk

REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MENASHA AND ALLIANCE INDUSTRIES, INC

This agreement (the ”Agreement”) is entered into this __ day of July 2012 between the City of Menasha, which principal place of business is located at 140 Main Street, Menasha, Wisconsin (hereinafter “CITY”) and Alliance Industries, Inc., which principal place of business is located at N2467 Vaughan Road, Waupaca, Wisconsin (hereinafter “ ALLIANCE”).

WHEREAS, the CITY has determined that a redevelopment project at the site of ALLIANCE’s current operations on Appleton Street would be desirable for the CITY, in that it will create jobs, increase the tax base and insure the continuance of ALLIANCE’s production and administrative functions at its Menasha location, and

WHEREAS, ALLIANCE has requested that the CITY provide financial and other assistance to facilitate its acquisition of facilities and to improve logistics and its production capacity.

NOW THEREFORE, in consideration of the mutual promises and dependant documents, the parties hereto agree as set forth in SECTIONS 1 through 4 below and ATTACHMENT A which are annexed and made a part hereof.

SECTION 1: DEFINITIONS

REDEVELOPMENT PROJECT – The redevelopment project consists of the acquisition of Sites A and B as shown on ATTACHMENT A; renovation of the buildings, including an addition to the building on Site B; paving of parking areas; landscaping and other site improvements to facilitate truck docking and improve the flow of work.

SECTION 2: ALLIANCE OBLIGATIONS

2.1 ALLIANCE will purchase the properties at 313 and 320 Appleton Street on or before December 31, 2012.
2.2 ALLIANCE will construct a building addition of not less than 30,000 square feet at 313 Appleton Street with an estimated value of $1,400,000. Such addition shall be completed in a commercially reasonable manner no later than December 31, 2013.
2.3 ALLIANCE will cooperate with CITY in providing data and information in support of the grant and loan applications to be made by CITY under SECTION 3.
2.4 ALLIANCE will provide bi-annual written reports to CITY of its activities performed under this Agreement. The CITY reserves the right to require additional information or reports as needed.

SECTION 3: CITY OBLIGATIONS

3.1 CITY will apply for Wisconsin Economic Development Corporation (WEDC) Community Development Block Grant (CDBG) – Public Facilities grant funds. Such application shall be subject to an eligibility determination by WEDC for the proposed project(s).
3.2 Initiate creation of a Tax Incremental Finance (TIF) District to include existing and planned ALLIANCE operations and facilities and this REDEVELOPMENT PROJECT.

3.3 Provision of Tax Increment Financial Incentive. In order to induce ALLIANCE to undertake the REDEVELOPMENT PROJECT, ALLIANCE has requested and the CITY may be required to make available financial incentive to ALLIANCE for the purpose of implementing the TIF Project Plan and this Agreement. The CITY contribution is made pursuant to Sections 66.1105(2)(f)1 of the Wisconsin Statutes.

3.4 Subject to SECTION 3.2, CITY will provide a TIF incentive to ALLIANCE in an amount equal to 10% of the tax increment generated on properties at 313 and 320 Appleton Street. Incentive payments will be made to ALLIANCE annually on or before September 30 for a 10 year period, commencing in the year 2014. Such payments will be terminated if ALLIANCE ceases operations in the CITY.

3.5 CITY will apply for Winnebago County Industrial Development Board (IDB) Revolving Loan Fund (RLF) to assist ALLIANCE with building acquisitions at 313 and 320 Appleton Street. Such application will be subject to the amount of funds available and the terms and conditions established by the IDB for its RLF.

3.6 Provided ALLIANCE purchases the properties at 313 and 320 Appleton Street, CITY will initiate procedures to close Appleton Street at its intersection with Fourth Street.

SECTION 4: CITY PERFORMANCE SUBJECT TO REQUIRED GOVERNMENT APPROVALS

ALLIANCE acknowledges that various undertakings of the CITY under SECTION 3 require approvals from the CITY's Common Council and/or Plan Commission as well as from governmental bodies external to the CITY, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The CITY's obligations under SECTION 3 are conditioned upon obtaining all such approvals in the manner required by law. The CITY cannot assure that all such approvals will be obtained; however, it agrees to make a good faith effort to obtain approvals on a timely basis.

CITY OF MENASHA

_____

_____

ALLIANCE INDUSTRIES, INC.

_____

_____

Attachment A