

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected that any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Council Chambers, 3rd Floor, City Hall
140 Main Street, Menasha**

February 11, 2013

5:00 PM

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Minutes of the January 31, 2013 Redevelopment Authority](#)

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

E. COMMUNICATION

1. [Lake Park Villas Home Standards and Rules and Regulations](#)

F. DISCUSSION

1. Marketing/Lot Sale Update

- a. [Community at Lake Park Marketing/Website and Print Materials – Ark Media Group](#)
(Comments to be received and presented at meeting)

G. ACTION ITEMS

1. [Amendment #1 to Standard Agreement for Services Ark Media and Redevelopment Authority of the City of Menasha – 2013 Marketing and Advertising Plan](#)
2. [Amendment to Listing Agreement – Coldwell Banker-The Real Estate Group](#)
 - a. Lot Pricing
3. [Authorization to Transfer an Undivided Interest in Outlot 2 of CSM 3277 to Adjoining Property Owners](#)

H. ADJOURNMENT

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor, City Hall – 140 Main Street
January 31, 2013
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 6:03 p.m. by Chairman Kim Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Bob Stevens, Kim Vanderhyden, Gail Popp, Linda Kennedy and Ald. Jim Englebert

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Susan Smith

OTHERS PRESENT: CDD Keil, CAHRD Pamela Captain, Tom Wirth, Pat Connor, Amy Rockwell and Ald. Chris Klein.

C. MINUTES TO APPROVE

1. Minutes of the August 23, 2012 Redevelopment Authority Meeting

Motion by Ald. Englebert, seconded by Linda Kennedy to approve the August 23, 2012 Redevelopment Authority meeting minutes.

The motion carried.

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

(five (5) minute time limit for each person)

1. Ald. Chris Klein commented on the schedule for implementing the proposed 2013 Advertising and Marketing Plan and questioned whether the costs as proposed included the media buys/placements, or was just for the preparation of the marketing materials.

E. DISCUSSION

1. Marketing/Lot Sale Update

a. Lake Park Villas Residential Lots – Coldwell Banker-The Real Estate Group

Amy Rockwell summarized the inquiries that had been received on the residential lots. She also commented on the need to update the covenants as several provisions are obsolete. Several board members commented on needing to complete this expeditiously so that the status of the covenants is not a cause for concern among prospective purchasers.

b. Lake Park Villas Commercial Lots – Grubb-Ellis-Pfefferle

Pat Connor commented on the general state of the commercial real estate market. He noted that the level of activity is increasing and commercial lenders are more willing to borrow funds for projects than they have been for several years.

c. Community at Lake Park Marketing/Website and Print Materials – Ark Media Group

John Behrens presented static images of the website content and explained the overall approach to the website design. Several board members commented on the website including size and impact of headings and legibility of text over images. There was also considerable discussion about how the covenants should be addressed in the website given their transitional status. The real estate brokers also questioned whether there would be facebook/twitter links and the desirability of adding images of the existing commercial

establishments in the Lake Park Square section.

The consensus was that Ark Media should make the live version of the website available for internal review prior to making it available to the public.

2. **Residential Development Update**

a. **Pond of Menasha Plat**

CDD Keil reported that 16 homes have been completed and that another five are under construction.

b. **Cottages at Lake Park Condominiums**

CDD Keil reported that 2 of the condo units have been completed and that 2 are under construction.

c. **Woodlands Natural Park**

CDD Keil stated that the city had received a Stewardship Grant from the Department of Natural resources for ½ of the land acquisition cost. The Common Council has approved the purchase of the 5 acre parcel immediately north of the Ponds of Menasha Plat.

3. **Lake Park Villas Homeowners Association Update**

a. **Amendment to Lake Park Villas Phase II Homeowners Association Covenants**

CDD Keil reviewed the status of the rewrite of the covenants. The main changes involve removing obsolete references to the prior developer, the fitness center and clubhouse. There is also a need to clarify the description of lots and outlots that are in the homeowners association.

Board members discussed where the responsibility lies for completing the rewrite between the homeowners association, its attorney and city/RDA staff. The adoption of the restated covenants is considered to be urgent given the efforts to create a fresh start for the Lake Park Villas residential development.

b. **Change in Home Owners Association Dues**

CDD Keil reported that as of January 1, 2013 the homeowners association dues had been reduced from \$180 to \$160 per month. There was some discussion about the dues level. Ms. Popp stated that the fees are not out of line when compared to similar developments.

c. **Proposed/Pending Change to Lot and Streets**

CDD Keil reported that there will be a need to change some of the lot configurations due to changes in the street configurations resulting from the Ponds of Menasha plat. There is also a need to address some discrepancies with several lots and outlots.

d. **Outlot 2 Pond**

CDD Keil reported that he had reached a tentative understanding with Lexington Homes regarding the pond. It is proposed to have the RDA transfer an undivided interest in the outlot to the adjoining lots. This matter is to be discussed with the two property owners in the Lake Park Villas Homeowners Association with regard to giving them an undivided interest as well.

e. **Garage**

CDD Keil stated that the City Attorney had reached a settlement with the entity JLKP which had a claim on the building. There is no immediate plan to develop the property adjacent to the garage and individuals in the homeowners association have expressed an interest in leasing the garage space. The consensus was that CDD Keil should work with the homeowners association and bring back a lease proposal.

f. **Silos**

CDD Keil stated that there's been some communication between the homeowners

association and Lexington Homes regarding the removal of the silos, but there is no specific proposal. The development agreement between the city and the Ponds of Menasha called for the silos to be removed within a year. This year has now lapsed. CAHRD Captain stated that she will initiate contact with Jeff Marlow from the Ponds of Menasha/Lexington Homes to arrive at a course of action.

F. ACTION ITEMS

1. Amendment #1 to Standard Agreement for Services Ark Media and Redevelopment Authority of the City of Menasha – 2013 Marketing and Advertising Plan

John Behrens gave an overview of the proposed plan and stated that this was built upon the earlier stages of the project related to understanding and identifying the target market and creating a unified vision to promote the development. The costs presented include the costs for ad placements as well as advertising copy or other promotional content. Some discussion as held on the coordination of a promotional event with the Ponds of Menasha and the Cottages at Lake Park. There was consensus to hold this item to enable the board members to evaluate how the marketing plan will integrate with the website.

2. Amendment to Listing Agreement – Coldwell Banker-The Real Estate Group

a. Lot Pricing

Amy Rockwell reviewed the proposal to reduce the lot prices by 30 percent to stimulate lot sales. CDD Keil expressed concerns about the extent of the price reduction. Board members discussed the merits of price reductions as a stimulus for lot sales and alternative methods to an across the board price cut. The consensus was that the brokers should work with staff to come up with a targeted strategy to bring back to the RDA.

The need to have development activity within the Lake Park Villas Homeowners Association was also discussed, and that a strategy to attract builders to the development should also be undertaken.

3. Appointment of Redevelopment Authority Representative to Lake Park Villas Homeowners Association Board

Board members discussed possible candidates to represent the RDA on the Homeowners Association board. It was the consensus that CDD Keil should continue to represent the RDA. It was also the consensus that Jennifer Sassman, the Interim Comptroller Treasurer, is to serve as the Treasurer for the RDA due to the retirement of Tom Stoffel.

G. ADJOURNMENT

Motion by Kim Vanderhyden, seconded by Ald. Jim Englebert to adjourn at 8:25 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director.



Required Home Standards

These standards ensure that the exterior of each home is in harmony with the quality, architectural integrity and continuity of the Lake Park Villas (LPV) design concept. Architectural drawings, including accurate site plan, will be submitted to LPV for review and approval prior to construction. Expect a two (2) day review process.

Structure

- ☐ Structure and landscaping completed within 12 months after excavation begins
- ☐ Single-story homes only, with full basement
- ☐ Attached 2-car garage
- ☐ Foot print of home to be laid out to insure privacy for subject dwelling and adjacent neighbors
- ☐ Foundation staking by licensed surveyor
- ☐ Poured concrete foundation
- ☐ 9', or greater, ceiling height on main floor
- ☐ 2" x 6" exterior wall construction, or comparable R-value, in dwelling
- ☐ 7/12, or greater, roof pitch
- ☐ Engineered roof truss systems

Exterior Features

- ☐ 30-Year dimensional roofing shingles
- ☐ Maintenance free and/or low maintenance materials
 - 75%, or more, brick or stone front with remaining materials other than conventional siding
 - Fiber-cement siding or .42, or thicker, gauge vinyl siding on sides and back, colors in harmony with LPV (*see Palette, page 3*)
 - Low-e windows, side windows placed to insure privacy for subject dwelling & adjacent neighbors
 - Clad exterior door & window frames
 - Seamless aluminum gutters & downspouts
- ☐ Concrete driveway and service walks
- ☐ One front entry 2-car garage with 8' x 18' foot door, openers, remote and keyless entry
- ☐ Lighted house numbers consistent with LPV style
- ☐ Waterproof GFI electrical outlets, 2 or more
- ☐ Frost-free hose bibs, 2 or more
- ☐ Concrete patio, pavers, or maintenance free deck
- ☐ Professional landscaping with stone groundcover surrounding home and garage (*see pages 3-4*)

Lake Park Villas Home Options

These various options are found in existing Lake Park Villas homes. You may wish to consider incorporating some of them into your new home.

Structure

- ☐ 2-story on Georgetown Place, south-side of street only
- ☐ Engineered floor system
- ☐ Egress basement windows
- ☐ Daylight basement windows
- ☐ Exposed lower level on appropriate lots
- ☐ Only direct-vent natural gas fireplace
- ☐ Energy Star certification, <http://www.energystar.gov/>
 - Effective Insulation
 - High-Performance Windows
 - Tight Construction and Ducts
 - Efficient Heating and Cooling Equipment
 - Qualified Lighting and Appliances
 - Third-Party Verification

Exterior Features

- ☐ Full brick or stone front with or without corner wrap
- ☐ Alternate non-lap siding (includes shakes, vertical)
- ☐ Stepless Entry
- ☐ Soffit outlets
- ☐ Stamped concrete patio
- ☐ Rear screened porch enclosure
- ☐ Invisible fence (The Association must be notified if this option is chosen.)

COPY NOT TRUE TO COLOR
* HARDIE PLANK SIDING COLORS

Color Palette for Lake Park Villas Homes

All exterior materials will be in harmony with the LPV color palette. Color samples will be submitted to LPV for review and approval before materials installation. No blue, red, or yellow exterior materials will be approved. Expect a two (2) day review process.

Plank, Panel and Shingle Colors



Trim Colors



Soffit Colors





Required Landscaping Standards

These standards optimize views, minimize maintenance costs, and promote harmony with the Lake Park Villas (LPV) natural landscaping design concept. A landscaping plan and a list of proposed materials and plants, including the number of plants and their sizes, is to be submitted by the contractor to LPV for review and approval prior to installation. Expect a ~~two~~ (2) day review process that allows for both the Landscape Review Committee to meet and any necessary Board of Directors action.

- ☐ Submittals will be retained by Association for Association records
- ☐ All bed-lines designed (curved) for ease of maintenance and mowing
- ☐ Stone-covered beds, with heavy duty edging (i.e., Black Diamond) or comparable, surrounding home and garage
- ☐ All tree and plant varieties from LPV Plant Materials List
- ☐ Two free-standing, 3" diameter or greater trees in non-dyed mulched or stone-covered beds spaced for ease efficiency of maintenance and mowing
- ☐ At least 30% of the total number of plants bushes and shrubs will be evergreen
- ☐ Planting materials at maturity will not obstruct view to lighted house number (28" from ground)
- ☐ Planting will include privacy screening where appropriate
- ☐ Planting in side yards will include screening of utility area and satellite dish as appropriate

Landscaping Options

- ☐ Up-lights
- ☐ Copper or copper-colored path and landscape lights
- ☐ In-ground irrigation system (The Association must be notified if this option is chosen.)

Lake Park Villas Plant Materials List

Trees

• 3" Diameter or greater

Ash

Autumn Purple
Korean Mountain

Chestnut

Ohio Buckeye
Ruby
Yellow Buckeye

Maple

Autumn Blaze
Debra

• B & B (ball and burlap)

Beech

Blue, a.k.a. Muscle Wood

Birch¹ (single stem)

Crab¹ (any variety²)

Hawthorne

Cockspur
Crimson Cloud
Snowbird
Thomless
Winter King

Ironwood

Magnolia Royal Star

Pear

Callery, a.k.a. Autumn
Blaze

Serviceberry

Evergreens

Arborvitae

Boxwood

Green Velvet
Winter Green

Juniper

Andora
Blue Chip
Buffalo
Green Carpet
Gold
Sea Green

Pine

Dwarf Mugho

Spruce

Dwarf Alberta

Yew

Densiformis
Intermedia
Tautoni

Plants and Shrubs

Barberry Intermedia¹

Burning Bush

Choke Berry

Glossy Black
Red

Cotoneaster

Cranberry
Rockspray

Currant

Red
Snowberry (white)

Daylily

Flowering Almond

Forsythia

Honeysuckle

Emerald Mound

Heuchera

Hosta

Hydrangea

Annabelle
Little Lamb
Pee Gee
Pink Beauty
Quickfire

Lilac

Beauty of Moscow
Blue Lace
Dwarf Korean
Ivory Silk Lilac
Miss Kim
Purple Fritz
Sensation

Ninebark

Diabolo
Golden¹

Ornamental Grass

Potentilla

Abbotswood
Gold Drop
Goldfinger
McKay's White

Roses - Shrub

Bonica
Champagne
Knock-out
Gutenhorst

Sedum

Spirea

Gold Charm
Gold Flame
Gold Mound
Gumball
Little Princess
Neon Flash
Snow Mound

Viburnum

Arrowwood

Weeping Peashrub³

Weigelia

Dark Horse
French Lace
Minuet
Pink Princess
Ruby Red
Variegated
Wine & Roses

Other Plants

Anemone Snowdrop
Aster
Astilbe
Brunnera Jack Frost
Coneflower
Geranium Black Beauty
Lavender
Lilium Monte Negro
Leucanthemum Becky
Nepata Harper's Low
Rudbekia
Russian Sage
Salvia Caradonna
Trandescantia
Yucca

¹ disease prone or less suited to LPV grounds due to clay soil and full sun growing conditions

² only non-fruiting varieties in traffic areas

³ only in non-traffic areas

⁴ cannot take snow-load

For any plants you choose that are not on the approved list, you will need to fill out a variance application form and submit for review through the variance process.

9/07

Lake Park Villas—Phase II Revised Rules and Regulations

Lake Park Villas Homeowners Association, Inc.

Pursuant to the Bylaws, the Board of Directors and Lake Park Villas—Phase II Homeowners Association, Inc., adopt the following Rules and Regulations covering the details of the operation and use of the land, buildings and improvements, herein "**Property**," located in the Lake Park Villas development, owned by members of the Lake Park Villas—Phase II Homeowners' Association, Inc., herein "**Association**."

The Lake Park Villas—Phase II Property, Common Areas and Facilities, property Homeowners, and guests, are subject to the following Rules and Regulations.

The term "**Home**" includes the real property lot (whether improved or unimproved), house, garage, decks, patios, sidewalks, driveways, and all other improvements on each lot other than public utilities.

The term "**Homeowner**" means the owner of a Home in Lake Park Villas—Phase II, each of whom shall be a member of the Association.

The term "**Board**" means the elected Homeowners and the City of Menasha board member designate for the Association.

A "**Landscape and Architectural Control Committee**" (LACC) has been established in accordance with the Revised Covenants.

1. **Compliance with Covenants/Bylaws/Rules and Regulations** The Property and Common Areas and Facilities shall be occupied and used in accordance with the Association Protective Covenants and Bylaws of record for Lake Park Villas—Phase II, which are incorporated as part of these Rules and Regulations by reference. All administration, interpretation, amendment, and enforcement of these Rules and Regulations by the Association shall be the responsibility of the Board of Directors of the Lake Park Villas—Phase II Homeowners Association, Inc.

2. **Uses as Residence/Leasing Arrangements** Each Home shall be used only for residential purposes and shall be Homeowner occupied. No leasing or renting is allowed, with the exception of a limited hardship lease approved by the Board.

3. **Common Area—Obstruction/Damage/Alteration/Construction/Removal**
There shall be no obstruction or alteration of the Common Areas and Facilities, and nothing shall be stored, placed, constructed thereon, or removed from these areas without the prior written consent of the Board. No waste shall be committed in, or damage caused to, the Common Areas and Facilities.

4. **Compliance with Laws** Nothing shall be done or kept at any Home or on the Common Areas and Facilities that will increase the rate of insurance on the Common Areas and Facilities, without the prior written consent of the Board. No Homeowner shall permit anything to be done or kept in the Home or in the Common Areas and Facilities which will result in the cancellation of insurance on any Home or any part of the Common Areas and Facilities, or which would be in violation of any law or ordinance.

5. **Signs** No sign of any kind shall be displayed to the public view on or from any Property or the Common Areas and Facilities without the prior written consent of the Board, with the exception of real estate signs that are a size that has been approved by the Board.

6. **Animals** Homeowners may keep up to three (3) household pets, with no more than two (2) being dogs, that are not in violation of any laws or ordinances, provided that they are not kept or bred for commercial purposes. The right of any Homeowner to keep such a pet at any Home is subject to the condition that the pet is not allowed to unreasonably annoy or disturb any other Homeowner, and is not allowed to run at large. Said pets must be on a leash when outdoors, or under the owner's supervision. No outside pet housing structures, cages, kennels, dog coops, or doghouses may be constructed or placed on the Common Areas and Facilities or in any garages without the prior written consent of the Association. The Homeowner of the Home in which the pet resides shall remove any pet excrement in the Common Areas and Facilities immediately. The Board reserves the right to assess Homeowners for damages caused by pets to the Common Areas and Facilities. The Board also reserves the right to insist upon removal of any pet that causes an unreasonable disturbance or damage.

7. **Noxious Activity** Noise and/or noxious activities of every nature whatsoever which would unreasonably disturb other Homeowners as determined in the discretion of the Association are prohibited. The use of power equipment by Homeowners, such as lawn mowers, blowers, power washers, and edger's, etc may be used on Monday through Friday between the hours of 8:00 AM and 5:00 PM and may not be used before 10:00 AM or after 3:00 PM on Saturdays and are banned on Sundays and Holidays.

8. **Parking** Automobiles and other motor vehicles shall be stored inside garages or off the property and not in driveways or in the street for any period in excess of twenty-four (24) hours. However, one licensed operable vehicle used on a regular basis may be kept in the driveway (in the case of a third car at a Home with a two car garage). No on street, overnight parking is allowed, excepting on a limited basis to accommodate guests of Homeowners, subject to compliance with local ordinances. Garage doors shall be kept closed except when entering or leaving or when working in the yard of the Property.

9. **Use and/or Storage of Recreational/Other Equipment** Recreational vehicles (including but not limited to snowmobiles, boats, other watercraft, trail bikes, travel trailers, motor homes, dune buggies), and other off-street equipment like ice shanties, tractors, construction equipment or materials, and non-motorized equipment of any kind shall not be parked, kept or stored at any Home outside an enclosed garage, except for temporary storage required for moving, loading and unloading purposes for a period of not more than forty-eight (48) hours. Such recreational vehicles shall not be used or operated on any Common Areas and Facilities, except on dedicated streets, in accordance with applicable traffic laws.

10. **Exterior Wiring, Mechanical, and Electronics** No wiring for electrical or telephone purposes, or for any other purpose, shall be installed on the exterior of any Home or the Common Areas and Facilities. No television or radio antennae, satellite dish, machines, or window/wall air conditioning may be installed on the exterior of any Home, including any part of any balconies, and may not protrude through the walls or the roof of any Home, except as may be expressly authorized by the Board. The foregoing does not prohibit the repair or replacement of installed equipment originally authorized by the Board. No electrical equipment will be allowed that interferes with the communication equipment reception of other Homeowners.

11. **Trash Disposal** Disposal of garbage and trash shall be only by the use of City approved garbage containers and or suitable plastic garbage bags. Said garbage containers and garbage bags shall at all times be stored in the garage except for placement outside of the Home for municipal disposal pickup.

12. **Patios** Patios and/or decks shall be used only for the purposes intended. Homeowners are permitted to maintain and store on the patio or deck a Charcoal, LP or Natural gas grill to prepare food, as allowed by local ordinances.

13. **Fire and Fire Pits** Recreational fire pits are allowed only if fueled by LP or natural gas. No freestanding wood, charcoal, or pellet-type burning fire pits of any kind are allowed.

14. **Landscaping—Common and Facility Areas** No landscaping or plant material located in the Common Areas and Facilities shall be altered, moved, or added without prior permission of the Association. The removal of natural vegetation, trees, or wood from the Common Areas and Facilities is prohibited. With Board approval, Homeowners may do maintenance of the Common Areas and Facilities on a volunteer basis. The LACC and Homeowner Volunteer must be educated by the designated Association approved landscape professional.

15. **Landscaping—Homeowner Property** Annuals, perennials, and vegetables may be planted in limited areas as designated by the site plans. All landscaping plans for individual lots shall be approved by the Board through the Landscape and Architectural Control Committee. Any dead trees/shrubs in the site plan that are not under warranty must be replaced by the Homeowner at the Homeowner's sole expense.

A Homeowner may petition the Association, through the LACC, in writing, for permission to add to or alter the landscaping of the Homeowner's lot at his/her sole cost and expense. The Board may, but need not, grant permission for any such changes. Any Homeowner requesting such a change shall be responsible not only for the cost of implementing the change, but also for the ongoing cost of all maintenance, replacement and ultimate removal and restoration associated with such change, including the watering thereof. Any Homeowner-added changes must be installed on the Homeowner's own watering system. The Association shall not be responsible for any damage to, or replacement of any such Homeowner installed plant material or other landscaping of any type.

16. **Fences** No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In general, fencing, any landscaping or screening device obstructing views of the Common Areas will be discouraged, and may be denied by the Board in its sole discretion.

17. **Ponds** There shall be no fishing, swimming or wading within, or any floating or other navigation upon any ponds or storm water facilities located within or adjacent to the Property.

18. **Hunting, Trapping, or the Use of Firearms** Hunting, trapping, or the use of firearms, including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, slingshots and bows and arrows, are not permitted on the Property.

19. **Swimming Pools and Hot Tubs** Swimming pools are prohibited. Hot tubs and spas are permitted with prior written consent of the Board, and then only on the Homeowner's deck or patio, approved on a case-by-case basis. Hot tubs and spas will not be permitted in any Common Areas. Plastic portable child pools are permitted on patios or decks only.

20. **Outdoor Ornaments** Christmas decorations may be displayed from November 15th to January 15th. Other decorations will be permitted and may be placed three weeks (21 days) prior to and removed by one week (7 days) after the event. Decorative lighting should not be obtrusive to Association members.

21. **Bird and Wildlife Equipment** One birdbath, one small house, and three small feeding stations may be displayed only in the rear of the Homeowner's lot, and shall be purchased and maintained at the Homeowner's expense. No bird or wildlife equipment may be placed in the common areas or facilities without written permission from the Board.

22. **Outdoor Gatherings** Gazebos, gardens and other Common Areas and Facilities are not to be used for organized gatherings, such as a family reunion, wedding shower, etc.

23. **Home Standards and Homeowner Responsibilities** Homes in the Lake Park Villa—Phase II are to be built and maintained in accordance with the architectural and structural standards that have already been established for this Planned Community. The Board shall have discretionary control over the exterior appearance of the Homes, including the design, type, and quality of materials, colors, and architectural harmony with other Homes in the Lake Park Villas—Phase II. This is for purposes of protecting aesthetic appearance and corresponding property values.

After the Homeowner's warranty period with the builder has expired, the individual Homeowners shall be responsible for the painting, repairing, and decorating of the interiors and exteriors of Homes, maintaining, fixing, or replacing driveways, walks, stoops, patios, decks, etc., at the Homeowner's sole expense. The Landscape and Architectural Control Committee shall review and approve of all visible exterior alterations, maintenance, and repairs to Home sites, and make recommendations to the Board.

24. **Maintenance Personnel** Grounds and other maintenance personnel are retained by the Association and not by the individual Homeowners. Therefore, Homeowners may not give instructions to the grounds or any maintenance personnel. Homeowners should communicate all suggestions, requests, and complaints in writing to the Board, through the Landscape and Architectural Control Committee.

25. **Infraction of Rules and Enforcement** The Board is responsible for enforcing the Rules and Regulations, Covenants and Bylaws. Upon the first infraction of a rule, the offending Homeowner will receive a letter from the Board. Upon the failure to cure, or upon the second infraction of a rule, the Homeowner will be requested in writing to appear before the Board. If a satisfactory settlement is not reached at this meeting, legal proceedings or such other action approved by the Board may be commenced for damages and/or injunctive relief. The maximum fine that may be imposed by the Association for each single or continuing infraction is established at \$50.00 per incident, per day, based upon written notice. Upon successful enforcement, the violating party shall be liable for, and must reimburse the Association for, reasonable costs, expenses and legal fees incurred in connection with the violation(s). The Association may impose forfeiture of up to 100% per incident per day to violators of these Rules.

26. **Conflict with Covenants and Bylaws** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to those set forth in the Covenants and Bylaws. In the event of a conflict involving the Covenants, the Covenants shall govern. In the absence of a conflict with the Covenants, the Bylaws shall govern.

27. Amendment The Association is responsible to and may, in its discretion, promulgate new rules and regulations and amend these Revised Rules and Regulations from time to time in writing. Homeowners wishing to modify, add or delete a specific rule or regulation should make their request in writing to the Association for its consideration and decision. Amendments to these Revised Rules and Regulations will take effect on a date 15 days from the date the Board mails a copy of the approved amendment(s) to the Homeowners, unless an amendment is based on an emergency as determined by the Board requiring immediate enactment for the protection or benefit of the Property or Homeowners.

28. Variances The Board may grant variances in writing to the Revised Rules and Regulations if consistent with the overall intent and purposes of the protection of the Lake Park Villas - Phase 2, and determined to be justified under the circumstances.

Dated this 18th day of January, 2007.

Lake Park Villas - Phase 2 - Property Owners Association, Inc.

BY: _____

Philip Grishaber, President

BY: _____

Gail Popp, Vice-President

BY: _____

Ronald Duuck, Secretary

BY: _____

Donald Mayer, Treasurer

BY: _____

Jeffrey Brandt, City of Menasha, Representative

COMMERCIAL LAND PARCELS FOR SALE

Lake Park Square

Adjoining the residential neighborhoods of the Community of Lake Park lies Lake Park Square, a developing commercial area that promises to provide all the sundries and savories the residents are looking for. As trend-setting as the community itself, Lake Park Square will serve as a walking-access resource for the residents of Lake Park and draw customers and clients from the surrounding communities.



Lake Park Square will offer to the Community of Lake Park community and the southeast Fox Cities an eclectic mix of conveniences, unique products, and services, such as niche food and drink, a classy salon, or a place to rent recreational equipment for Lake Winnebago. Lake Park Square will be a destination for area residents, to complement their own personal style and interests.

ABOUT the RESIDENTS

Lake Park residents are social and active. They enjoy outdoor activities, time with friends, and going out to eat. Travel is often a passion, whether for work or pleasure. They are trendsetters, tech-savvy, and you'll likely find them in the organic food aisle or, better yet, at the farmers' market. They expect quality, and they're willing and able to pay for it. They relish the opportunity to customize—their home, their look, their life—and they're interested in products and services that both fit their lifestyle and express their character.

Lot	1	2	3	4	5	6	7	8	9
Acreage	1.71	1.43	1.17	1.01	1.23	1.40	2.17	5.78	1.90



EXCLUSIVE ADVISORS

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elizabethr@gepwi.com

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The Lake Park Villas allow you the privacy, independence, and pride of owning a single-family home on your own lot, sweetened by the freedom of a condo-style association. Build your custom home with the builder you choose, take in all the natural features of our community, and enjoy full freedom to love the way you live.

Serene, yet suburban, Lake Park lies on the northeast side of Menasha, along the northern shore of Lake Winnebago. With southeast Appleton just around the bend and a public boat landing just a stone's throw away, you'll find yourself ideally placed to enjoy a variety of outdoor and social activities. And when the day is done, the tranquility of Lake Park will still be there to welcome you home.

BENEFITS of VILLAS ASSOCIATION

- Lawn cutting
- Lawn care services
- Landscape care and maintenance
- Snow removal from walkways and driveways

Professionally landscaped and maintained common areas, featuring:

- Walking trails and bridges
- Community gazebo
- Numerous ponds and waterfalls



EXCLUSIVE ADVISOR

Amy Rockwell

Coldwell Homes, The Real Estate Group

(920) 810-6681 — Preferred

(920) 993-7002 — Office

arockwell@coldwellhomes.com

The information contained herein is provided for general information purposes only and if material to the user should be verified by the user or by a qualified expert. *Taxes may not include Special Assignments or additional Municipal fees. CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, if material. Below-grade areas may not meet building code housing requirements. Equal housing opportunity listing.

The background is a black and white photograph of a park. A wooden boardwalk or bridge with a railing curves through the scene. In the background, there is a gazebo and some trees. The sky is cloudy. The entire image has a halftone or dithered texture.

MENASHA REDEVELOPMENT AUTHORITY
LAKE PARK 2013 MARKETING PLAN
JANUARY 25, 2013

BACKGROUND

The Menasha Redevelopment Authority contracted Ark Media Group to aid in increasing sales of an under-developed plot of residential and commercial properties on the east side of the city, in collaboration with Coldwell Banker The Real Estate Group and Grubb & Ellis | Pfefferle.

At the onset of our first phase, Ark's direct responsibility was to solidify a vision that benefits our single client, the Menasha RDA, whose goal is to sell lots, both residentially and commercially—anywhere at Lake Park—then brand that vision and give it life. The indirect responsibility was to set the stage to sell lots specifically in Lake Park Villas and Lake Park Square, through the cooperation of Coldwell Banker and Grubb & Ellis | Pfefferle, respectively, who have contracted with the RDA on this initiative.

Having completed the vision and branding, the “indirect responsibility” referenced above became the direct goal for a second phase. Phase two of Ark Media Group's involvement with the Menasha RDA was to create the main vehicle for communicating the Community of Lake Park message. This took the form of a website and basic sales materials for the residential and commercial realtors. Finishing touches are being done in preparation for a launch to coincide with a third phase—a marketing and advertising plan to reach potential residents and businesses.

That brings us to today. The Menasha RDA has requested a proposal for a marketing and advertising plan for spring 2013. The goal of this plan, in general terms, is to generate awareness among the target audience and compel them to take action by visiting the Community of Lake Park website. The specific goal is to persuade home-seekers to consider Lake Park Villas for their next home; and persuade commercial prospects to consider Lake Park Square as a location for their business.

The following document outlines our recommendations for a targeted marketing campaign to promote the Community of Lake Park in spring of 2013, with specific emphasis on Lake Park Villas and Lake Park Square.



Marketing Efforts

Marketing efforts are the activities that a company undertakes to promote its products or services and to reach its target market.

Marketing efforts can be divided into two main categories: traditional marketing and digital marketing.

Traditional marketing includes activities such as television advertising, radio advertising, print advertising, and direct mail.

Digital marketing includes activities such as search engine optimization, pay-per-click advertising, social media marketing, and email marketing.

Marketing efforts are essential for a company's success, as they help to increase sales and build brand awareness.

Marketing efforts can also be used to target specific segments of the market and to launch new products.

Marketing efforts are an ongoing process, and companies must continually evaluate and adjust their marketing strategies.

Marketing efforts are a key component of a company's overall business strategy.

Marketing efforts can be used to create a competitive advantage for a company.

Marketing efforts can be used to build a strong brand identity.

Marketing efforts can be used to increase customer loyalty.

Marketing efforts can be used to improve a company's reputation.

Marketing efforts can be used to increase a company's profitability.

Marketing efforts can be used to expand a company's market reach.

Marketing efforts can be used to create a strong sales pipeline.

Marketing efforts can be used to generate leads for sales.

Marketing efforts can be used to increase the conversion rate of a website.

Marketing efforts can be used to improve the customer experience.

Marketing efforts can be used to create a strong online presence.

Marketing efforts can be used to build a strong relationship with customers.

Marketing efforts can be used to create a strong brand image.

Marketing efforts can be used to increase a company's market share.

PROJECTS ALREADY COMPLETE LAUNCHING THIS QUARTER

WEBSITE

The Community of Lake Park website, which serves as the hub for all things Lake Park, will go live in February. Because all the information, sales copy and contact info has its home on the Lake Park website, this is where the advertising will drive potential home-buyers.

The website also contains the photography of the Lake Park community completed in fall 2012.

REALTOR SELL SHEETS

At the time of the website launch, we will also provide the completed sell sheets for Lake Park Villas and Lake Park Square to both the residential and commercial realtors. These sheets, as requested by the realtors, will serve as their primary print piece, through which to convey the information pertinent to both developments. The sell sheets will also drive prospects to the website if they seek further information.



OUR RECOMMENDATIONS

RADIO

The Lake Park Villas audience is comprised of adults ages 55 and older, who are retired or nearing retirement, professionals, higher income, and active. This demographic tends to still be a heavy consumer of traditional media. Because of the preferences of this audience, radio is an effective medium through which to advertise to them—specifically news, talk radio, sports, and business or financial news.

For this reason, we will place radio advertisements with each of the three major broadcasters in this region:

- Midwest — WTAQ (AM/FM news and talk simulcast, based out of Green Bay)
- Woodward — WHBY (AM news radio, based out of Appleton)
- Cumulus — likely WOSH (AM news and talk, based out of Oshkosh)

TYPES

Advertising will consist of format and duration variations of the following two primary types: segment sponsorship (e.g., News, Wall Street Journal Report), and in-program advertising.

PLACEMENT

A mixture of ad placements and segment sponsorships staggered across these stations will maximize your investment and keep the Lake Park message on the air for the majority of the spring.

All radio advertising will drive listeners to the Community of Lake Park website to learn further information about purchasing a lot at Lake Park Villas.

Planning	Early February
Production	Late February
Placement	Late February to May
Cost	\$4,500 - \$6,000



OUR RECOMMENDATIONS

ONLINE

Our target demographic spends considerable time in a typical week reading news and articles from online sources. The largest specialized, local news organizations are the Appleton Post-Crescent, and the major television network affiliates located in Green Bay.

We propose utilizing advertising space offered by these local news organizations on their websites:

- Appleton Post-Crescent (www.postcrescent.com)
- ABC (www.wbay.com)
- CBS (www.wearegreenbay.com)
- FOX (www.fox11online.com)
- NBC (www.nbc26.com)

TYPES

Advertising will consist of size and duration variations of the following two primary types: static banner ads and video pre-roll.

PLACEMENT

Each of the aforementioned news organizations offer different pricing structures for placement, in addition to different page position and targeting options.

Your placement will be built with the news organizations to maximize the number of relevant impressions at each outlet, for the budget. This may include strategies such as targeting a specific demographic, advertising on specific content areas with high visibility or relevance to the target audience (e.g., “Business”, Menasha-centered news articles)



DEFINITION

“impression”

A measure of the number of times an ad is displayed (e.g., if an ad is displayed one time, it had one impression).

Planning	Early February
Production	Late February
Placement	March, April, July, August
Cost	\$4,500 - \$6,000



OUR RECOMMENDATIONS

OUTDOOR

We recommend establishing an identifiable, physical messaging presence at the Community of Lake Park itself, using the revised brand assets. Conversations with Greg and Kara, in addition to RDA data indicate that a high percentage of awareness about the development proper originates from drive-by traffic.

Placing new, large-format, highly-visible outdoor signage visible from 10/114 and/or Lake Park Road with clear messaging will inform passersby of the Lake Park Villas and Lake Park Square developments, and help regain the attention of both commuters and potential homebuyers alike.

We will work with Greg and Kara to determine the exact size and position(s) of signage to maximize impact within the allocated budget.

Planning	February
Production	TBD
Placement	Spring
Cost	\$1,500



OUR RECOMMENDATIONS

COMMUNITY PHOTOGRAPHY

In support of the deliverables for phase two and in anticipation of future marketing needs (and capitalizing on favorable weather), Ark Media Group conducted photo shoots on-site at the Community of Lake Park in fall of 2012.

Because the photography is intended to be used for the website and all future advertising happening in Phase 3 and beyond, it was agreed at the time of the shoots that the cost for this photography would be applied to our proposal for this marketing and advertising phase.

Planning	August 2012
Production	N/A
Placement	February (as part of website)
Cost	\$1,500



ADDITIONAL INITIATIVES

ON-SITE EVENT SUPPORT

Lake Park Villas is a unique community with unique benefits to its residents. Throughout our work with Lake Park, we have had the opportunity to meet many of the residents—and they continue to be among the strongest advocates for the Lake Park “lifestyle”. In an effort to use this pool of “evangelists”, we recommend that the RDA coordinate with the Homeowner’s Association and Coldwell to host a well-planned, on-site event to draw potential residents to see and experience the development (and its residents) in person—a “taste of” Lake Park Villas for prospective residents.

The timing of this event could coincide with other community activities such as the Valley Home Builders Association Parade of Homes and Condos (August 17, 18; 22-25) while prospective residents are already “out and about”.

We can help promote this event through a branded direct mail invitation (or similar), using prospect names and addresses from a purchased demographic report and/or provided by the real estate partner.

Planning	TBD
Production	TBD
Placement	August
Cost	\$1,000



ADDITIONAL INITIATIVES

OTHER

We believe there may be unique opportunities for the RDA to forge relationships with area businesses for advertising purposes. For instance, if approached, the successful Menasha-based business Aspen Coffee and Tea may be willing to offer unique advertising options to the city it may not consider offering to other businesses (e.g., exclusive advertising on to-go cup sleeves).

Further, there may also be opportunities for a tie-in with Lake Park Square business development on a larger scale. The RDA could elect to explore incentives or marketing trades with prospective Lake Park Square businesses in exchange for property development. Aspen Coffee and Tea is again a good example. It's a good fit for Lake Park Square from the perspective of vision and branding—and with locations throughout the Valley, could expand the reach and impact of Lake Park's message if arranged in conjunction with the aforementioned advertising possibility.



Making it Happen

SUMMARY

This document outlines all costs associated with the creation of this marketing plan, research, development of strategy, identification of and coordination with appropriate media partners, in addition to the production and placement of specific marketing deliverables outlined.

This plan has been designed to maximize your marketing production and placement budget for 2013. The ranges exist due to the inherent variability in negotiation of media-placement costs.

However, during the negotiation of placement, we will adjust each recommendation within the ranges described, but not to exceed the total amount defined below.

Planning:	\$6,500
Radio:	\$4,500 - \$6,000
Online:	\$4,500 - \$6,000
Outdoor:	\$1,500
Community Photography:	\$1,500
On-Site Event Support:	\$1,000
<hr/>	
Subtotal:	\$19,500 - \$22,500
<hr/>	



Not To Exceed: \$20,000

NEXT STEP

The next step is a down payment and signed copy of this proposal—which states that you support the strategy, direction and timetables presented in this document.

If you have any questions about the items addressed in this document, please contact John Behrens, Lead Creative Producer at jbehrens@arkmediagrp.com or (920) 727-4008.

If you're ready to proceed, give us your John Hancock and we'll get started right away!

Once we receive the above, we'll begin work immediately.

Ark Media Group
1487 Kenwood Drive, Menasha, WI 54952
(920) 727-4008 | www.arkmediagrp.com

Estimates are valid for thirty (30) days from the date of this document. All timetable and budget estimations are contingent upon internal and external factors including but not limited to hardware availability, scheduling, timely provision of any necessary assets and changes in project scope. All estimates are subject to change, and unless otherwise specified, do not include travel, photography, videography, copywriting, printing, post-production, hosting, support plans, or domain purchase, transfer or renewal.

Original research, conclusions, determinations and ideas presented in this and future proposals are considered intellectual property of Ark Media Group, LLC until approved ownership transfer. 130125-1245



AMENDMENT 1: EXTEND SCOPE *for* 2013 MARKETING *and* ADVERTISING PLAN

This document shall serve as an amendment to the existing Standard Agreement for Creative Services between Ark Media Group and the Redevelopment Authority of the City of Menasha dated June 29, 2012, the purpose of which is to extend the Scope of Services to Include the 2013 Marketing and Advertising Plan for Lake Park in an amount not to exceed \$20,000.

By their execution below, the parties hereto have agreed to this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

AGENCY:

Ark Media Group LLC
1487 Kenwood Drive, Menasha, WI 54952

Signed **Bradley T DePasse** Digitally signed by Bradley T DePasse
DN: cn=Bradley T DePasse, o=Ark Media Group LLC, ou=Marketing, email=brad@arkmedia.com
Date: 2013.01.30 14:15:21 -0500

Position: **President**

Date: **1/30/2013**

CLIENT:

Menasha Redevelopment Authority
140 Main Street, Menasha, WI 54952

Signed: _____

Position: _____

Date: _____



WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated May 15, 2012, between the undersigned,
2 for sale of the property known as (Street Address/Description) PDA Owned Lake Park Villas
3 in the City of Menasha, County of
4 Calumet, Wisconsin is amended as follows:

- 5 ☐ The list price is changed from \$ _____ to \$ _____ .
6 ☐ The expiration date of the contract is changed from midnight _____, _____ to
7 midnight _____, _____ .
8 ☐ The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list
9 price: _____
10 _____ .

11 ☒ Other: The list prices for the following lots to be changed accordingly:

12 857 Whisper Falls Ln (Lot 25) is changed from \$44,900 to \$35,000

13 2981 Georgetown Place (lot 49) is changed from \$39,900 to \$30,000

14 870 Fountain Way (Lot 61) is changed from \$39,900 to \$30,000

15 920 Clover Ct. (Lot 68) is changed from \$39,900 to \$30,000

16 882 Fountain Way (Lot 74) is changed from \$35,900 to \$26,000

17 886 Fountain Way (Lot 75) is changed from \$35,900 to \$26,000

18 873 Fountain Way (Lot 91) is changed from \$39,900 to \$30,000

19 818 Whisper Falls Lane (Lot 107) is changed from \$39,900 to \$30,000

20 3016 Georgetown Place (Lot 111) is changed from \$39,900 to \$30,000

21 836 Kelsey Brook Ct. (Lot 118) is changed from \$39,900 to \$30,000
22 _____

23 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

24 **CAUTION: Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual**
25 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a**
26 **listing contract, without the written consent of the Agent(s)' supervising broker.**

27 as agent for CB TREG Inc.

28 Broker/Firm ▲

29

(x)

Seller's Signature ▲

Date ▲

Print name ▶ The RDA of the City of Menasha

30 (x)

31 By ▲

Date ▲

32 Print name ▶ Amy B. Rockwell

(x)

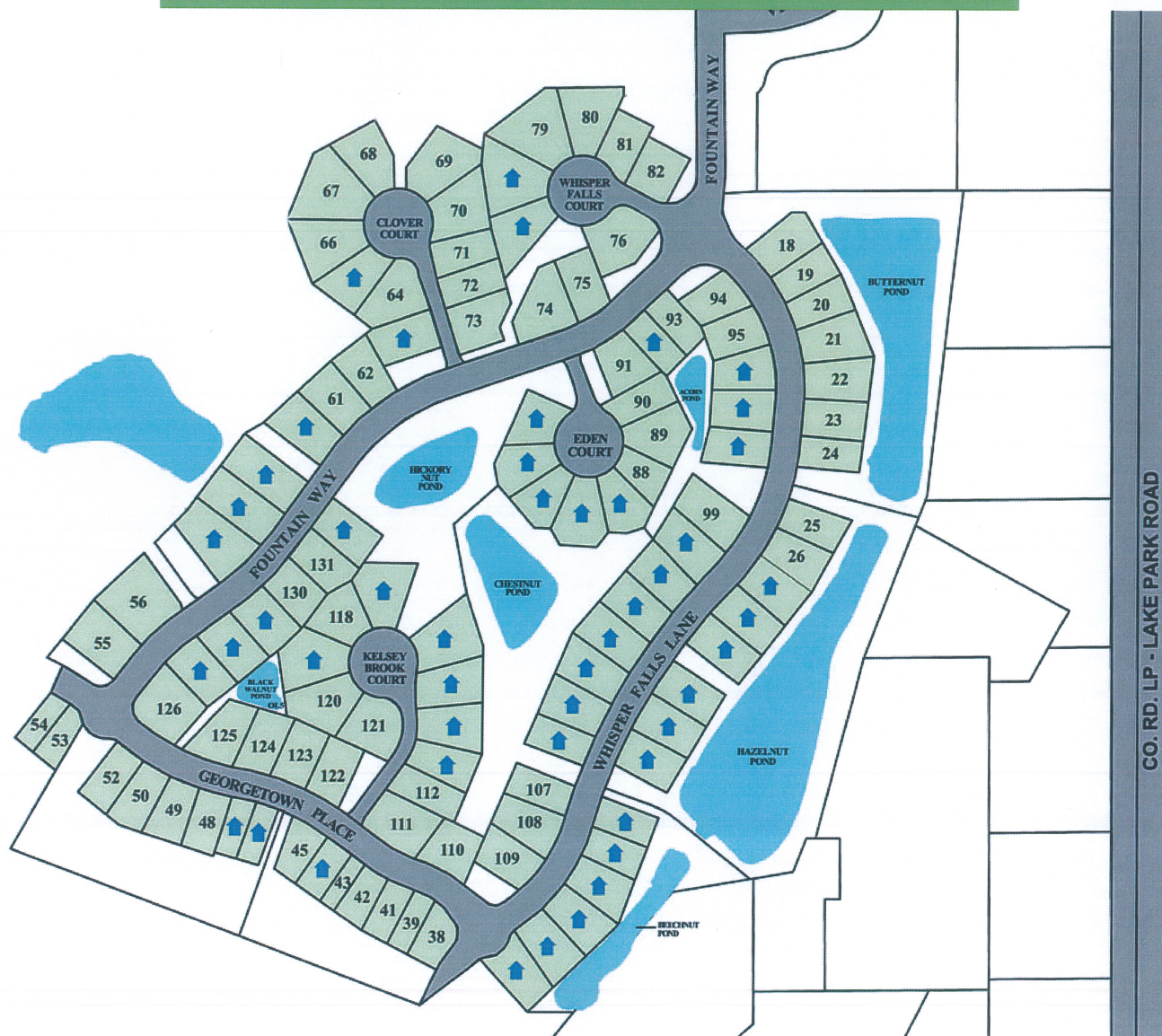
Seller's Signature ▲

Date ▲

Print name ▶

LAKE PARK VILLAS

MENASHA, WISCONSIN

[Home](#)
[Why Us?](#)
[Layout & Properties](#)
[Community](#)
[Documents](#)
[Contact Us](#)


Layout & Properties:

Lot 18:	\$44,900	Lot 19:	\$44,900	Lot 20:	\$44,900	Lot 21:	\$44,900
Lot 22:	\$44,900	Lot 23:	\$44,900	Lot 24:	\$44,900	Lot 25:	\$44,900
Lot 26:	\$44,900	Lot 39:	\$35,900	Lot 40:	\$39,900	Lot 41:	\$44,900
Lot 43:	\$44,900	Lot 45:	\$44,900	Lot 48:	\$39,900	Lot 49:	\$39,900
Lot 50:	\$39,900	Lot 52:	\$44,900	Lot 53:	\$35,900	Lot 54:	\$35,900
Lot 55:	\$35,900	Lot 56:	\$35,900	Lot 61:	\$39,900	Lot 62:	\$39,900
Lot 64:	\$35,900	Lot 66:	\$39,900	Lot 67:	PENDING	Lot 68:	\$39,900

Lot 69:	\$39,900	Lot 70:	\$35,900	Lot 71:	\$35,900	Lot 72:	\$35,900
Lot 73:	\$35,900	Lot 74:	\$35,900	Lot 75:	\$35,900	Lot 76:	\$35,900
Lot 79:	\$39,900	Lot 80:	\$44,900	Lot 81:	\$39,900	Lot 82:	\$39,900
Lot 88:	\$39,900	Lot 89:	\$44,900	Lot 90:	\$44,900	Lot 91:	\$39,900
Lot 93:	\$44,900	Lot 94:	\$35,900	Lot 95:	\$44,900	Lot 99:	\$39,900
Lot 107:	\$39,900	Lot 108:	\$39,900	Lot 109:	\$39,900	Lot 110:	\$39,900
Lot 111:	\$39,900	Lot 112:	\$39,900	Lot 118:	\$39,900	Lot 120:	\$39,900
Lot 121:	\$39,900	Lot 122:	\$39,900	Lot 123:	\$35,900	Lot 124:	\$44,900
Lot 125:	\$44,900	Lot 126:	\$35,900	Lot 130:	\$35,900	Lot 131:	\$35,900

Copyright 2010 Lake Park Villas
We thank you for your interest.

The Ponds of Menasha

All of Lot 4 of CSM 3276, all of Lot 2 of CSM 3275 & all of Lot 1 and Outlet 1 of CSM 3277 being part of the Northwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northeast 1/4 and Government Lot 2, of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin

