A Quorum of the Administration Committee, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.

Menasha

COMMON COUNCIL MEETING AGENDA

Monday, December 1, 2025 at 6:00 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Hearing

1. 2026 Proposed City of Menasha Budget

E. Public Comments on Any Matter of Concern to the City
(5 minute time limit for each person)

F. Report of Department Officers/Department Heads/Staff/Consultants
Clerk Snyder - the following minutes and communications have been received and placed on file:

1. Presentations:
2. Minutes to Receive:
    a. Budget Review Session, 11/12/25, 11/13/25
    b. Neenah-Menasha Sewerage Commission, 10/28/25
    c. Committee on Aging, 10/10/25
    d. Administration Committee, 11/17/25
3. Communications:
    a. Quarterly Storm Water Flyer

G. Consent Agenda
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

1. Common Council Minutes, 11/17/25
2. Administration Committee, 11/17/25, Recommends Approval of:
    a. FORE Development Province Terrace Apartments - Project Description
    b. Development Agreement Between City of Menasha and FORE

Development, Inc.

H. Items Removed from the Consent Agenda

I. Action Items

1. Accounts Payable and payroll for the term of 11/14/25 - 11/26/25 in the amount of $1,253,254.54
2. Offer to Purchase — 800 Ninth Street (Parcel No. 1-210353-15)
   a. May adjourn into Closed Session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
   b. May adjourn into Open Session to take action on items discussed in Closed Session.

J. Held Over Business

K. Ordinances and Resolutions

1. R-29-25 - A Resolution Levying Taxes for the Purpose of Paying the Operating Expenses for the Year 2026 for the City of Menasha (Introduced by Mayor Hammond)
2. R-30-25 - A Resolution of the City of Menasha Adopting its General, Special Revenue, Capital Projects, Debt Service, Enterprise, and Internal Service Funds and Component Unit 2026 Budgets (Introduced by Mayor Hammond)
3. R-31-25 - A Resolution Authorizing 2026 General Obligation Borrowing and the Issuance of Certificate of Indebtedness and Levying a Tax in Connection Therewith (Introduced by Mayor Hammond)

L. Appointments

M. Claims Against the City

N. Public Comments on Any Matter Listed on the Agenda

(5 minute time limit for each person)

O. Adjournment

MEETING NOTICE
December 15, 2025
Common Council Meeting – 6:00 PM
Committee Meetings to Follow

"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."

NOTICE OF PUBLIC HEARING
CITY OF MENASHA
2026 BUDGET
MENASHA CITY CENTER, 100 MAIN STREET, MENASHA, WI

NOTICE IS HEREBY GIVEN, in accordance with Section 65.90(3) Wisconsin Statutes, that a Public Hearing will be held on Monday, December 1, 2025 at 6:00 p.m. or shortly thereafter for the purpose of hearing any citizen comment on the proposed 2026 budget. A summary of the proposed budget is published herewith; and a copy of the complete proposed budget is available on the City Website or is available for viewing at Menasha City Center during regular business hours.

2026 BUDGET SUMMARY

*********GENERAL FUND*********	2024 ACTUAL	2025 BUDGET	2025 ESTIMATED	2026 PROPOSED	% CHANGE
FUND BALANCE, JANUARY 1	$4,272,947	$4,010,752	$4,010,752	$4,419,383	
EXPENDITURES:					
General Government	$1,796,824	$1,833,559	$1,786,647	$ 1,953,414	6.54%
Public Safety	9,932,467	10,254,651	10,017,146	10,601,949	3.39%
Public Works	3,064,233	3,270,223	3,221,298	3,220,394	-1.52%
Health & Human Services	1,355,366	1,266,298	1,215,786	1,289,736	1.85%
Culture, Recreation & Education	4,205,332	4,227,824	3,968,450	4,033,340	-4.60%
Conservation & Development	378,050	470,903	445,348	478,940	1.71%
Transfers Out/Miscellaneous	3,000				
TOTAL EXPENDITURES	$20,735,272	$21,323,458	$20,654,674	$21,577,773	1.19%
REVENUES:					
Taxes (other than property)	$835,778	$900,000	$817,276	$828,000	-8.00%
Intergovernmental Revenue	6,545,460	6,726,198	6,690,450	7,101,817	5.58%
Licenses & Permits	442,311	446,570	420,768	426,380	-4.52%
Fines, Forfeitures & Penalties	128,271	129,000	122,000	132,000	2.33%
Public Charges for Services	609,981	602,300	597,044	528,250	-12.29%
Intergovernmental Charges for Services	1,303,660	1,856,341	1,845,809	2,007,996	8.17%
Miscellaneous Revenues	592,755	395,971	517,880	409,801	3.49%
Other Financing Sources	113,670	113,670	113,670	113,670	0.00%
Applied Fund Balance					
TOTAL REVENUES	$10,571,886	$11,170,050	$11,124,897	$11,547,914	3.38%
AMOUNT TO BE RAISED BY PROPERTY TAX	$9,901,191	$9,938,408	$9,938,408	$9,814,859	-1.24%
FUND BALANCE, DECEMBER 31	$4,010,752	$3,795,752	$4,419,383	$4,204,383	
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SUMMARY OF ALL GOVERNMENTAL AND PROPRIETARY FUNDS

	General	Debt Service	Component Unit	Enterprise
Estimated Fund Balance (Deficit), January 1	$4,419,383	($114,612)	$742,018	$23,650,521
Tax Levy	9,814,859	1,625,000	-	-
Other Revenues	11,547,914	2,611,510	609,877	4,816,600
Total Revenue	21,362,773	4,236,510	609,877	4,816,600
Expenditures	(21,577,773)	(4,321,626)	(435,540)	(5,215,892)
Revenue over/(under) Expenditures	(215,000)	(85,116)	174,337	(399,292)
Fund Balance (Deficit), December 31	$4,204,383	($199,728)	$916,355	$23,251,229
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	Internal Service	Capital Projects	Special Revenue	Summary All Funds
Estimated Fund Balance, January 1	$4,588,136	($4,182,806)	$2,124,092	$31,226,732
Tax Levy	-	-	380,595	11,820,454
TIF Tax Levy	-	3,070,820	-	3,070,820
Other Revenues	2,923,401	6,145,497	624,272	29,279,071
Total Revenue	2,923,401	9,216,317	1,004,867	44,170,345
Expenditures	(3,603,646)	(8,751,644)	(1,693,518)	(45,599,638)
Revenue over/(under) Expenditures	(680,245)	464,673	(688,651)	(1,429,293)
Fund Balance, December 31	$3,907,891	($3,718,133)	$1,435,441	$29,797,439
	===========	===========	===========	===========

There are no significant proposed increases or decreases to the current year budget due to new or discontinued activities or functions pursuant to 65.90(3)(bm), Wisconsin Statutes.

OUTSTANDING GENERAL OBLIGATION DEBT

12/31/2023	12/31/2024	12/31/2025
$35,432,500	$37,709,763	$38,871,575

Dated at Menasha, Wisconsin
this 6th day of November, 2025

Jennifer Sassman
Finance Director/Treasurer

PUBLISHED: November 12th, 2025 CLASS 1 NOTICE WNAXLP

WI-42904280

COMMON COUNCIL MINUTES

Wednesday, November 12, 2025 at 5:00 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Mayor Hammond at 5:02pm.

B. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

C. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: PHD Hutter, FD Sassman, FC Teesch, AFC Krueger, LD Kopetsky, BM Kozerski, PSM Moore-Nokes, SSM Raschke, CA Struve, Mayor Hammond, Clerk Snyder

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

E. HEALTH
Staff introduced the Health Department's budget by discussing foundational public health services in their value to local communities. Staff advised on two accounts no longer present in the Health Department's budget due to the exhaustion of grant dollars; these are the COVID-19 Vaccination and Health ARPA grants. Staff then advised on extant grants, including employee safety, weights and measures, health department, environmental health, health screening, prevention, school health aides, dental program, communicable disease, lead poisoning prevention, immunization, maternal and child health, dental sealant, bioterrorism, twenty-four seven, and public health infrastructure.
Staff highlighted 2025 accomplishments throughout the budget presentation, including a DHS review that described the Menasha Health Department as high performing.

Discussion considered services offered by the Menasha Health Department; these include vaccination programs, home visits, health inspections, and education. Discussion also considered the public's use of the Health Department since the COVID-19 pandemic, regional partners, lead paint in older homes, grantwriting, and the Health Department's ability to serve otherwise underserved populations. Discussion also considered school health aides; this program is financed by the Menasha Joint School District and covers a part time staff of six people in addition to the Menasha Health Department's four nurses' time.

1. Presentation: Health

F. ELISHA D. SMITH PUBLIC LIBRARY

Staff introduced the Elisha D. Smith Public Library budget by describing the library's grand opening following recent renovations, and various statistics around programming, visits, and usage. Many of these are record-breaking. Staff advised on certain library budget funds, including wages and salaries, contract benefits, contract services, professional services, staff development, and building. The library's wages and salaries funds sees a mild increase due to scheduled raises and COLA and its contract benefits fund sees an increase to accommodate uniform clothing so that visitors can identify staff members. Staff additionally advised on expected funding lapses from other networks that support the Menasha Public Library; these lapses are expected to affect the 2027 budget. Staff concluded the budget presentation by discussing the library's goals for 2026.

Discussion considered items excluded from this budget proposal, funding sources for public libraries, the merits of investing in public spaces such as the library, and the value of the staff and donors that made this happen.

1. Presentation: Elisha D. Smith Public Library

G. NEENAH-MENASHA FIRE RESCUE

Staff advised on specific changes made to the Neenah-Menasha Fire Rescue budget. Specifically, the public relations fund was decreased, while the schools/seminars/trainings and health funds increased. These updates are to accommodate professional development and routine health checks for the Fire Department's staff.

Discussion considered fire calls; staff advised that the Fire Department has responded to 80 fire calls so far this year. Discussion also considered emergency personnel staffing in general, wage comparisons with peer comparisons, and budgetary splits with the City of Neenah.

1. Presentation: Neenah-Menasha Fire Rescue

H. ADJOURNMENT

Motion by District 6 Alderperson Marshall seconded by District 5 Alderperson Lewis to adjourn the Budget Review Session meeting at 7:18pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

COMMON COUNCIL MINUTES

Thursday, November 13, 2025 at 5:00 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Mayor Hammond at 5:01pm.

B. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

C. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: PC Thorn, DPC Hanchek, Lt. Albrecht, Lt. Sawyer, Lt. Spiegel, Lt. Lenss, Lt. Kelly Gennrich, FD Sassman, NSA Oskey, PC Ross, CA Struve, Mayor Hammond, Clerk Snyder

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

E. MENASHA POLICE DEPARTMENT
Staff introduced the Menasha Police Department (MEPD) budget by describing its governance, leadership, staff, and high-profile achievements. Staff also presented on cost saving efforts, 2025 year-end projections, and trends in calls and crimes. MEPD then presented specific funds in the 2026 budget proposal, including wages and salaries, employer contributions, professional services, utility, vehicle/equipment, training, crossing guards, community service officers, auxiliary police, jail fees, and animal fees. The vehicle/equipment budget sees a decrease to accommodate levy limit constraints. MEPD additionally outlined specific goals for 2026, such as a community mental health provider position, grantwriting training, additional security staffing at community events, less lethal safety equipment, succession planning, expanded wellness initiatives for staff, and the continuation of present projects.

Discussion considered equipment used by MEPD, such as Flock and Verkada cameras, and policies around such equipment. Discussion also considered wait times for calls and the police station feasibility study timeline. Some members of the Common Council reflected on a loss of funding for MEPD's 2026 goals due to the failed recycling fund proposal.

1. Presentation: Menasha Police Departmnet

F. ATTORNEY/PERSONNEL/CLERK
Staff introduced the Attorney/Personnel/Clerk budget by describing the department's team, 2025 achievements and highlights, and staff morale incentives. Staff then presented on specific funds. These include City Attorney funds such as legal services and computers and technology, Human Resources funds such as

wages, medical, management, and wellness, City Clerk funds such as supplies and training, elections funds such as wages-temp help, vending/services, repair/maintenance, services, and training, and miscellaneous funds such as property and liability insurance, municipal court, and self-funded dental.

The wages-temp help fund in the elections budget sees an increase due to compensation changes for election inspectors.

Staff additionally presented a software proposal to be used by Human Resources and Payroll staff. This software would improve efficiency and accuracy in payroll, time tracking, and employee management. This system would streamline multiple manual processes, allow for better reporting, and support multiple departments by freeing up staff that otherwise perform these tasks more laboriously. This software would be budgeted for under a global IT account.

Discussion considered cost comparisons between the proposed HR and payroll system software and the current software, potential uplifts in future subscriptions, the interaction between payroll and accounting software systems, the difficulty of report pulling under the current system, the process for determining the most suitable vendor, built-in support from software manufacturers,

1. Presentation: Attorney/Personnel/Clerk

G. FINANCE/ASSESSOR/INFORMATION TECHNOLOGY/DEBT SERVICE

Staff introduced the Finance/Assessor/Information Technology/Debt Service budget by describing the department staff, 2025 accomplishments, and 2026 goals. Staff then discussed specific funds in the Finance Department, including wages and benefits, accounting/financial services, printing, IT charges, computers and technology. The City Assessor's budget funds discussed include appraisal, other municipal entities, and IT. The Information Technologies funds discussed include computer and technology services, tools and equipment maintenance, specialized equipment, tools and equipment, and computer equipment. Miscellaneous budgets such as illegal taxes/tax refunds were also discussed. This budget is held in case of an assessor error. Uncollectible debit is a similar account; this is to allow a write-off of debt that is past its collection period. These are brought to the Common Council annually. The debt service fund, used to pay for the City's borrowing debt, was also discussed.

The computer equipment fund under the IT budget sees an increase for phone system upgrade that would enhance business continuity, allow staff to access office phones remotely, and create resistance to disaster. This proposal includes an upfront cost for hardware. The debt service fund additionally increases.

Discussion considered the housing of the HR and payroll system software proposed in an earlier budget presentation, the nature of internal service funds, the phone system currently used by the City, IT disaster recovery, storage, tools, servers, users to IT staff ratios, employee burnout risk, and the merit of service providers.

1. Presentation: Finance/Assessor/Information Technology/Debt Service

H. CAPITAL IMPROVEMENTS RECAP/BORROWING

Staff introduced the Capital Improvements Recap/Borrowing presentation by describing Menasha's general obligation debt throughout recent years. Staff additionally advised on the specific projects for which the City is borrowing for in 2026, including the Jefferson Park Swimming Pool, Pleasants Park playground, and Trestle Trail maintenance for Parks and Recreation, road construction projects for Public Works, facility renovations for Police, phone system upgrades for IT, and equipment purchases for Fire.

Staff additionally advised on the proposed levy and remaining, unused capacity. The proposed levy is $11,820,455.00 and the unused levy is $830.00. Menasha's equalized tax rate is $6.46; this is comparable to peer communities.

Discussion considered allocations of borrowing to certain years, trends in general obligation debt, tax levy implications,

1. Presentation: Capital Improvements Recap/Borrowing

I. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 6 Alderperson Marshall to adjourn the Budget Review Session meeting at 8:30pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday October 28, 2025

Meeting was called to order by Commission President Mach at 8:00 a.m.

Present: Commissioners Brandon Barlow, Steve Coburn, Corey Gordon, Anthony Mach, Greg Weyenberg, Dale Youngquist, Raymond Zielinski; Manager Paul Much; Accounting Clerk Melissa Starr.

Also Present: Scott Becher (Neenah), Troy Beyer (Galloway), Rob Franck (MCO), Chad Olsen (McMahon),

Public Forum

Scott Becher of Neenah was in attendance and shared that he is looking to find out more about the Phosphorus removal and UV disinfection project.

Minutes

Meeting minutes. Motion made/seconded by Commissioners Zielinski/Coburn to approve the minutes with President Mach's call to order update for the September 23, 2025, Regular Meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

September 26, 2025, letter from Matt Larsen, Menasha Utilities to the NMSC
RE: Variance Request for Gary Sanders, 78 Fox Street, Menasha

October 14, 2025, email from Troy Beyer, Galloway Company to Paul Much, Plant Manager
RE: Galloway Update

- Manager Much reported Galloway is currently in compliance

October 17, 2025, letter from Mark Stanek, DNR to Anthony Mach, NMSC President
RE: Wastewater Facility Inspection

- Manager Much shared that the annual inspection had positive reviews.

October 23, 2025, email from Troy Huebner, Sonoco/U.S. Paper Mills to Paul Much, Plant Manager
RE: October Update – Sonoco Pretreatment Project

Old Business

There was no old business to be discussed.

New Business

Operations, Engineering, Planning

Galloway Update on Pretreatment Limit Compliance Efforts:
Troy Beyer reported that Galloway Company is taking a three-pronged approach to meeting pretreatment limits; they have hired McMahon Engineering to be their wastewater engineer on record, they are working with Kurita to help understand what makes up their effluent, and they have engaged World Water Works to help specify equipment needed based on Kurita's findings and the recommendations from McMahon. Short-term improvements include a new TOC meter, alarm, and they identified several drains that can be rerouted from the floor drain to the scrap tank to help reduce BOD. They have engaged their A.I. team and the model is nearly complete. He stated that he is working with McMahon to help determine estimates of future loadings as well. He plans to attend future meetings to give additional updates and answer questions.

McMahon Associates Report:
Phosphorus Removal/UV Disinfection Project – Chad Olsen explained that the CWF application process closes at the end of October. He handed out the CWF Intent To Apply paperwork to each commissioner to review contact information for their communities and asked them to let him know of any updates by end of the day so he can get the paperwork submitted to the DNR. He then reported that he signed the commission up for the water trading clearinghouse as approved at the last meeting. He explained that there is an opportunity for potentially 6,000-7,500 credits from a Leach Farms project, but that the remaining credits would still need to be found. He stated that there is no guarantee that the clearinghouse will be able to secure the credits needed, we do not have an estimated cost for the credits, and there may be competition for credits. Water trading could allow the commission to forego doing an expansion, however, there are many unknowns at this time. Engineer Olsen handed out drawings of various layouts based on the current footprint. Discussion of whether to continue with UV versus sodium hypochlorite (NaClO) disinfection followed. After discussion, commissioners agreed that a commitment for water trading credits to meet the needs of the NMSC would be necessary before the end of this year. Commissioners requested to have the following available for the next meeting: a cost comparison of UV vs. NaClO, pros and cons of UV and NaClO disinfection, and four borrowing scenarios (with and without UV disinfection) that include utilizing Clean Water Funds and revenue bonds.

McMahon Invoices
Motion made/seconded by Commissioners Coburn/Zielinski to approve payment of invoice #940732, Facilities Plan Amendment in the amount of $7,7000.00. Motion carried unanimously.

Operating Report: Manager Much reported that he suspects the elevated Mercury and Copper loadings found in Neenah's influent are due to ink being discharged to the plant. Staff is trying to narrow down the source(s) of the discharge.

Equipment & Grounds Report: Rob Franck reviewed his report and provided further details on: An odor complaint was received during an electrical utility failure around midnight on 10/19/25. All equipment was checked and operational upon return to utility power, and we will continue to monitor. The new TDS phone line installation has been completed with the assistance of Randercom. The quarterly inspection of the sludge storage building was completed and downspouts and overhead door seals were repaired. The sodium bisulfite feed system has been winterized. The roof of the Headworks Electrical room was replaced by W&L Insulation. Fire inspection was completed by NMFD on 10/9 and exit lights have been repaired. The electrical feed replacements for the Digester and RAS buildings are complete, and the project went well. Two electrical unit heaters were installed in the Odor Control building. A utility failure occurred on 10/18/25 which caused numerous alarms. Once proper operation of the generator and influent pumps was confirmed, the remaining buildings' electrical feeds were turned off to minimize any potential equipment damage. Power was restored around 1:00 am, and all feeds were turned back on. All areas were inspected, and proper operation was verified before staff left just after 3:00 am. Aeration basin diffuser replacements have been completed on basins 1-5. Projects in progress include Screw Pump 4 repair and the Influent Submersible Pump replacement. The ESRI renewal for the WORMS work order tracking system came back higher than expected ($5,900 compared to $2,500 previously), so other program options are being reviewed.

Budget, Finance, Personnel

Financial Statements: Accounting Clerk Starr reported an operating income for the month of September and MCO generated $6,499.25 in additional revenue for the Commission. November bills were sent 10/20/25 and included the 50% O&M rate reduction, and she will review and make appropriate adjustments to the December O&M rates as discussed at the last meeting. Interest rates remained steady for the month of September with the LGIP at 4.35% and ICS CDARS at 4.34%.

Snow Plowing & Removal Agreement Renewal: A motion to discuss, with potential action to be taken, was made/seconded by commissioners Coburn/Gordon. Rob Franck reported the snow plowing and removal services provided by Rathke Services LLC have been very good, and the cost is competitive with similar businesses. The cost increased by $10 per visit for plowing and removal, and salt went up by $5 per visit, which is a minimal increase overall. After discussion, the motion to approve the Snow Plowing Service agreement with Rathke Services LLC carried unanimously.

TruGreen Lawn Service Renewal: A motion to discuss, with potential action to be taken, was made/seconded by commissioners Coburn/Zielinski. Rob Franck reported the TruGreen Lawn Service renewal had a 3.9% cost increase. He shared that staff had checked with other providers and the cost is comparable. A couple of the services they included on the renewal paperwork were things that plant staff can do, so we requested those items be removed and a new renewal quote be sent. Unfortunately, the updated quote was not received in time for the meeting. After discussion, an amendment to the motion was made/seconded by commissioners Coburn/Youngquist to table this item to next month's meeting so the new agreement can be reviewed. Motion carried unanimously.

Influent Submersible Pump Replacement: A motion to discuss, with potential action to be taken, was made/seconded by commissioners Coburn/Weyenberg. Rob Franck reported that on 10/21/25 Sabel Mechanical lifted the pump using a 90-ton crane to allow for inspection of the 20" base elbow. Inspection revealed pitting and corrosion on the base elbow face where it meets the pump flange. This has affected the seal of the pump and water was spraying from the elbow when it was reset. There was also movement in the base and discharge piping which indicates the base is not fully secured within the channel. The challenge will be working within the channel to mount a new base since there is no means to divert the influent flow around that area of the channel. This project was budgeted for $330,000, and approved to be completed in 2025, however, there is up to a 24-month lead time. After discussion, a motion was made/seconded by commissioners Gordon/Youngquist to approve the Influent Submersible Pump replacement project not to exceed the budgeted $330,000. Motion carried unanimously.

Update on Sonoco Contract Renewal: Manager Much reported that Sonoco anticipates their pretreatment system to go live in mid-April of 2026. He and the Commission attorney recommend extending the current agreement until August 31, 2026, to give Sonoco time to collect data, and then begin contract negotiations. After discussion, a motion was made/seconded by commissioners Coburn/Youngquist to extend the agreement to August 31, 2026. Motion carries unanimously.

MCO Invoices: A motion was made/seconded by Commissioners Coburn/Gordon to approve for payment MCO invoices #32185 in the amount of $151,757.34, and #32239 in the amount of $422.80, with payment to be made after November 1, 2025. Motion carried unanimously.

Vouchers: A motion was made/seconded by Commissioners Coburn/Zielinski to approve Operating and Payroll Vouchers #141254 through #141301 in the amount of $439,497.30 for the month of September 2025. Motion carried unanimously.

Adjournment

A motion was made/seconded by Commissioners Coburn/Youngquist to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:43 a.m.

______________________________ President

______________________________ Secretary

CITY OF MENASHA
COMMITTEE ON AGING
MINUTES
October 10, 2025

A. CALL TO ORDER
Meeting called to order by Roy Meier at 1:30PM.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Gary Coopman, Dan Kelpinksi, Bea Kohanski, Roy Meier, Public Health Director Kristine Hutter
ABSENT: Jeff Pommerening, Sue Wisneski, Recreation/Senior Services Manager Chloe Hansen-Dunn
ALSO PRESENT: PHN Meghan Pauly, Senior Activity Coordinator Leah Aerts

C. PUBLIC COMMENT (five-minute time limit for each person)
Jim Laurer, Neenah Resident, shared his term on the Winnebago County ADRC was extended.
Bea Kohanski, Menasha COA Member, thanked the other members for the get-well card.

D. MINUTES TO APPROVE
1. Committee on Aging, September 12, 2025
Moved by D. Kelpinski and seconded by G. Coopman to approve the September 12, 2025 meeting minutes. The motion carried.

E. REPORT OF DEPT HEADS/STAFF
1. Sixty Plus Grant Program
See included 60+ Participation Numbers.
M. Pauly reported 55 people received 77 services in September. This month, high dose flu vaccines and chair massages were provided and Walking Club continued.

2. Senior Center Operations and Programming
   a. September 2025 Report
   See included Menasha Senior Center Staff Report.
   L. Aerts reported there were 339 visitors, 1,253 visits, and 1,339 total services at the Senior Center in September. L. Aerts tabled at the School for Seniors. Tunes Bingo has been popular.

3. Announcements
   a. Sixty Plus
   M. Pauly shared that Wellness Labs will occur on Thursday, Oct. 23. Chair massages will be on Dec. 11 from 9am to 12pm. Walking Club will meet until the end of October.

   b. Menasha Senior Center
   L. Aerts shared about the bus trip to Pepin, WI. Hometown Halloween will take place on Oct. 23. Donna Landers will no longer be the Senior Center's volunteer trip leader as she is pursuing her own company. Leah will plan and organize the 2026 trips and staff will secure a new bus trip leader.

F. DISCUSSION / ACTION ITEMS

G. ADJOURNMENT
Moved by B. Kohanski and seconded by G. Coopman to adjourn the meeting at 1:46PM. The motion carried.

Next meeting: November 14, 2025 at 1:30 PM
Menasha City Center, Room 132
100 Main Street, Menasha, WI

ADMINISTRATION COMMITTEE MINUTES

Monday, November 17, 2025 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by District 2 Alderperson Eisenach at 7:17pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, CDD Dane, PRD Sackett, PC Thorn, PHD Hutter, LD Kopetsky, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 10/20/25
Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. FORE Development Province Terrace Apartments - Project Description
Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

   Discussion considered rent costs, location in relation to amenities, and community resources.

   Staff advised that this development agreement features two-story, multifamily housing with each unit featuring between two and four bedrooms. This development also includes a community room, dog run, and landscaping features. While not yet fully designed, a complete project description will be brought before the Common Council for final approval.

2. Development Agreement Between City of Menasha and FORE Development, Inc.
Motion by District 3 Alderperson Hale, seconded by District 4 Alderperson Perkins to approve.

   Motion carried 8-0 on roll call.

E. ADJOURNMENT
Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to adjourn the Administration Committee meeting at 7:26pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.



Renew Our Waters

Every choice counts.

ICE AND SNOW CONTROL

We can have safe walkways in the winter and cleaner water all year round.

Winter in Northeast Wisconsin is a great time for outdoor fun, like ice fishing, ice skating, sledding and skiing. Here, winter also means mountains of snow to shovel and layers of ice to remove from driveways and sidewalks.

We often try to make ice removal easier by using products like salt and sand to melt the snow and ice. Many people do not realize that these products are harming local waters and the animals that rely on them. When the ice and snow melt, the salt and chemicals flow into street drains that lead directly to rivers and lakes.

SHOVEL OFTEN AND EARLY

Shoveling often during and immediately following the storm removes the snow from walkways and driveways before it gets packed down by tires and feet. The most important part of deicing is removing as much snow as possible before applying salt or sand - it's also great exercise!

Use only the recommended amount. Throwing down more salt will not speed up the melting process.

MAKE THE MOST OF THE SALT YOU USE

It is not always necessary to see bare pavement to have a safe winter surface. Ask yourself if it is necessary that the snow or ice be removed. For salt to be effective, air temperature needs to be warmer than the surface temperature of the area you want to treat. A little goes a long way. Use only the recommended amount. Throwing down more salt will not speed up the melting process. Use only enough deicer to break the bond between the ice and the pavement, then remove the remaining slush by shoveling.

LIMIT THE AMOUNT OF SAND YOU USE

Sand provides traction. It does not melt ice. Sand, although not chemical, contributes to polluting our local waters. It adds to the excess sediment that is entering waterways, eliminating important habitat for aquatic plants and animals. Sand does play a role in winter road management. It is often used by municipalities on roads to help maintain traction. Since ice removal is typically the concern of homeowners, sand may not be necessary.

Stormwater is rain or snowmelt and water from things people do, like overwatering the lawn or washing the car on the driveway. This water runs off our properties, into the street and down the storm drain - picking up pollutants on its way. Once it reaches the storm drain the water and the pollutants it carries is discharged into local waterways.

Untreated runoff is the biggest threat to our nation's water quality, according to the U.S. Environmental Protection Agency. Let's make the small, important changes that will reduce that threat and improve water quality and our lives!

Realize

What touches the ground enters the water

Northeast Wisconsin Stormwater Consortium
P.O. Box 1861 Appleton, WI 54912 | 920.915.5767

RenewOurWaters.org

COMMON COUNCIL MINUTES

Monday, November 17, 2025 at 6:00 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Mayor Hammond at 6:00pm.

B. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

C. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, CDD Dane, PRD Sackett, PC Thorn, PHD Hutter, CA Struve, Mayor Hammond, Clerk Snyder

D. PUBLIC HEARING

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
Paul Selle (1 Main Street, Menasha, WI 54952) commented on youth behavior and suggested using vacant downtown properties as programming sites with a specific emphasis on activities appropriate to teens.

Aidee Hoffman (Banta Bilingual School) commented in support of the proposed Pleasants Park playground renovation efforts and spoke to its benefits for Banta students.

Chad Bruechert (2329 South 23rd Street, Manitowoc) commented in support of the Jefferson Park Swimming Pool and the selection of MSA Professional Services, Inc. to provide

Peter Allen (226 North Avenue, Neenah) spoke in support of the Jefferson Park Swimming Pool. Specifically, Allen commented on the pool's contributions to water safety and its improved ability to perform this function in a safe aquatic center.

Jean McKnight (704 Tayco Street, Menasha) spoke in support of the Pleasants Park playground and the Jefferson Park Swimming Pool conceptual design. McKnight further described means of promoting a viable, future-oriented pool, and that approval of the proposed conceptual design agreement is the best way to do so.

Jessica Ketchum (816 Sixth Street, Menasha) commented on the function of the present pool and questioned mechanisms for financing the pool replacement.

Amy Nelson (703 Wildview Drive, Hortonville) commented in support of the

Pleasant Park playground as a Banta educator and former Menasha community member. Specifically, Nelson described safety improvements and Menasha Joint School District's interest in this project.

Dick Sturm (1203 Greenwood Court, Menasha) commented in support of the conceptual design agreement for the new Jefferson Park Swimming Pool, and urged the Common Council to vote to select MSA Professional Services, Inc. Sturm described specific memories at the Menasha pool, and emphasized that future generations won't have these memories if current leaders and taxpayers don't step up to make them happen.

Lynn Sauby (339 Broad Street, Menasha) commented in support of the pool's design services agreement, describing it as a step forward for the community. Sauby described this as a turning point at which Menasha can

Carla Cruz (Banta Bilingual School) commented in support of the Pleasants Park playground as a Banta educator. Cruz emphasized that the Menasha community cares about children and families, and that this has inspired her to open enroll her own children in the Menasha Joint School District. Cruz described that Banta students currently have to cross the street to access a playground for recess. Furthermore, the current play space floods frequently, leading to safety issues for students. A playground at Pleasants Park would eliminate these issues.

Kari Mulder (192 Main Street, Menasha) introduced herself as the owner of Rusted Roost, a historic building in downtown Menasha. Mulder described her interest in contributing the City of Menasha Landmarks Commission's efforts towards historical preservation and balanced growth, and thanked the Common Council for considering her appointment.

Eli Wickman (700 Tenth Street, Menasha) commented on the Parks and Recreation Board's work on the Jefferon Park Swimming Pool and urged the Common Council to select the MSA Professional Services, Inc. for the pool's conceptual design services. Wickman additionally spoke to the new pool's ambitious opening timeline. A 2027 opening season requires collaborative, timely work. Wickman emphasized that discussions on this project began in 2008.

Dani Rand (336 Lopas Street, Menasha) commented in support of the new Jefferson Park Swimming Pool concept plan selection, and spoke specifically

Tim Jacobson (732 Paris Street, Menasha) commented on the unsafe nature of certain pool features, and the human and financial risks of maintaining it. Specifically, Jacboson described

Madison Springhetti (901 East Capital Drive, Appleton) commented in support of the new Jefferson Park Swimming Pool concept plan.

Marissa Lukaszewski (92 Locke Street, Menasha) commented in support of the Jefferson Park Swimming Pool design plan agreement, and the Jeffeson Park revitalization plan as a whole. Lukaszewski specifically spoke to the unique benefits of the Menasha pool, including its affordable swim lessons, central location, and versatile programming. Lukaszewski also described that the pool will be further enhanced by improved accessibility features.

Amy O'Day (960 Third Street, Menasha) commented in support of the new aquatic center, and urged the Common Council to finish the project by taking this step. She described disappointment at the risk of this project stalling at this point.

F. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

Motion by District 7 Alderperson Grade seconded by District 3 Alderperson Hale to approve. Motion carried on voice vote.

Discussion considered the the Little Lake Butte Des Morts Association founding meeting.

1. Presentations:
2. Minutes to Receive:
    a. Board of Public Works, 11/3/25
    b. Personnel Committee, 11/3/25
    c. Budget Review Session, 11/5/25, 11/6/25
    d. Library Board of Trustees, 9/23/25
    e. Plan Commission, 11/4/25
    f. Board of Health, 10/1/25, 10/22/25
    g. Parks & Recreation Board, 11/11/25
3. Communications:
    a. Shure Microphone Failures: Information Update
    b. Little Lake Butte Des Morts Lake Association Founding Meeting Invitation
    c. Local Roads Improvement Program (LRIP) Grant Funding for Earl Street

G. CONSENT AGENDA

1. Common Council Minutes, 11/3/25

    Motion by District 7 Alderperson Grade, seconded by District 6 Alderperson Marshall to approve.

    Motion carried 8-0 on roll call.

2. Board of Public Works, 11/3/25, Recommends Approval of:

a. Street Use Application — Gather 'Round; Thursday, December 4, 2025; 3:30 p.m. to 7:00 p.m.; City of Menasha Parks and Recreation

Motion by District 8 Alderperson Ropella, seconded by District 3 Alderperson Hale to approve.

Motion carried 8-0 on roll call.

b. Payment — Northeast Asphalt, Inc.; Contract Unit No. 2025-03; Jefferson Park Boat Launch; $145,307.15 (Payment No. 3)

Motion by District 8 Alderperson Ropella, seconded by District 7 Alderperson Grade to approve.

Motion carried 8-0 on roll call.

3. Personnel Committee, 11/3/25, Recommends Approval of:

a. Amendment to the 2025 Memorandum of Agreement (MOA) between the City of Menasha and the Menasha Professional Police Association WPPA/LEER Local 603

Motion by District 4 Alderperson Perkins, seconded by District 5 Alderperson Lewis to approve.

Motion carried 8-0 on roll call.

b. Memorandum of Agreement (MOA) between the City of Menasha and the Menasha Professional Police Association WPPA/LEER Local 603, Effective January 1, 2026 - December 31, 2026

Motion by District 4 Alderperson Perkins, seconded by District 5 Alderperson Lewis to approve.

Motion carried 8-0 on roll call.

4. Plan Commission, 11/4/25, Recommends Approval of:

a. Certified Survey Map as presented to divide 1320 Earl Street (Parcel No. 4-00791-00) with the following condition:

Motion by District 2 Alderperson Eisenach, seconded by District 6 Alderperson Marshall to approve.

Motion carried 8-0 on roll call.

Proper recording of the cross-access agreement between lots 1-3

5. Parks & Recreation Board, 11/11/25, Recommends Approval of:

a. Selection of MSA Professional Services, Inc. to provide conceptual design services for the Jefferson Park Aquatic Facility not to exceed $78,000.

Motion by District 7 Alderperson Grade, seconded by District 4 Alderperson Perkins to approve.

Motion carried 8-0 on roll call.

Discussion considered the value of public comment on this matter, funds budgeted for these services, and affects to the pool's opening timelines.

Staff advised that design services for the new Jefferson Park Acquatic Facility is the first phase in this plan. These funds were approved in the 2025 budget in November 2024 by the Menasha Common Council. This vote comes in response to a request for proposals (RFP) sent out at the approval and direction of the Common Council. This RFP received five responses. Staff expects the design phase to last approximately three months before appearing in front of the Park Board, and then going before Common Council for final approval.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 10/31/25 - 11/13/25 in the amount of $1,802,820.93

   Motion by District 2 Alderperson Eisenach, seconded by District 4 Alderperson Perkins to approve.

   Motion carried 8-0 on roll call.

   Discussion considered the specifics of purchases labeled "library materials".

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

L. APPOINTMENTS

1. Mayor's appointment of Kari Mulder to the Landmarks Commission for the term of 11/18/25 - 3/1/28

   Motion by District 7 Alderperson Grade seconded by District 3 Alderperson Hale to approve. Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

Dick Sturm (1203 Greenwood Court, Menasha) thanked the Common Council for their support of the Jefferson Park Acquatic Center.

Melissa Grade (201 Elm Street, Menasha) thanked the Common Council for moving the Jefferson Park revitalization plan forward, and spoke to how these initiatives have impacted her family.

Tim Jacobson (732 Paris Street, Menasha) suggested contacting neighboring communities for financial support of the new pool.

O. ADJOURNMENT

Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to adjourn the Common Council meeting at 7:07pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

MEMORANDUM

DATE November 17, 2025

TO Administration Committee Members

FROM Andrew Dane, Community Development Director

RE FORE Development Province Terrace Apartments – Project Description

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Background

The City of Menasha has received a request from Fore Development Inc for Tax Incremental Financing (TIF) assistance to support a proposed residential development located along Province Terrace. The project proposes construction of approximately 105 market-rate residential units in multiple garden-style apartment buildings, representing an estimated total development cost of $24.37 million, or approximately $232,000 per unit. The proposed development will require site plan approval by the City Plan Commission.

Project Description

- 105-unit, high-end multifamily apartments (Five two-story buildings)
- Mix of attached garages and apartment units
- Building exteriors will consist of architecturally significant materials, such as masonry, and a mix composite siding and paneling.
- High-quality finishes including granite/quartz tops, LVP flooring, stainless steel appliances, LED lighting, large windows, and forced air heating and cooling system.
- A community room with shared amenities such as a fitness center, mail room, community room, manager’s office, outdoor patio, and a dog run.

Conclusion

The proposed project aligns with the goals of the TID No. 15 district and will facilitate needed housing development, commercial investment, and strategic growth along the Oneida Street corridor generating long-term property tax benefits following district closure.

Staff Recommendation

City staff recommend approval of the conceptual Project Description.

Attachments

1. FORE Development Province Terrace Apartments – Project Description

11/12/2025

Dear City of Menasha and Common Council,

We are working on a proposed 105-unit, high-end multifamily project, situated along Province Terrace. The buildings will be two stories. The first floor will be a mix of attached garages and apartment units, with the second floor consisting of more apartment units. Building exteriors will consist of architecturally significant materials, such as masonry, and a mix composite siding and paneling. The unit interiors will consist of high-quality finishes including granite/quartz tops, LVP flooring, stainless steel appliances, LED lighting, large windows, and forced air heating and cooling system. Lastly, there will be a community room with share amenities such as a fitness center, mail room, community room, manager's office, outdoor patio, and a dog run.

We have completed a preliminary site plan and developed concept images. But for TIF assistance, this project is not financially feasible. If the Development Agreement is approved, we would commence construction drawings, with the hopes of breaking ground spring 2026, with the first building ready for new residents winter 2027, and the entire project completed within 12 months.

Best,

Tom Klister

About Us:

We are a local, family owned, real estate development and management company with our main office located downtown Appleton. We focus on developing thoughtfully designed spaces and communities, where residents, businesses, and their guests can thrive. In Menasha, we currently own and operate both Lakeshore Ridge and Discovery Point apartments. Both projects are nearby and we intend to grow our team to ensure a high level of detail and thought goes into the operations. More information about us can found at our following websites; https://foreinvestmentgroup.com and https.fore-management.com

Inspiration Images: *Note-The buildings have not been designed yet. The below images are intended to show a similar level of quality, not exact design.*

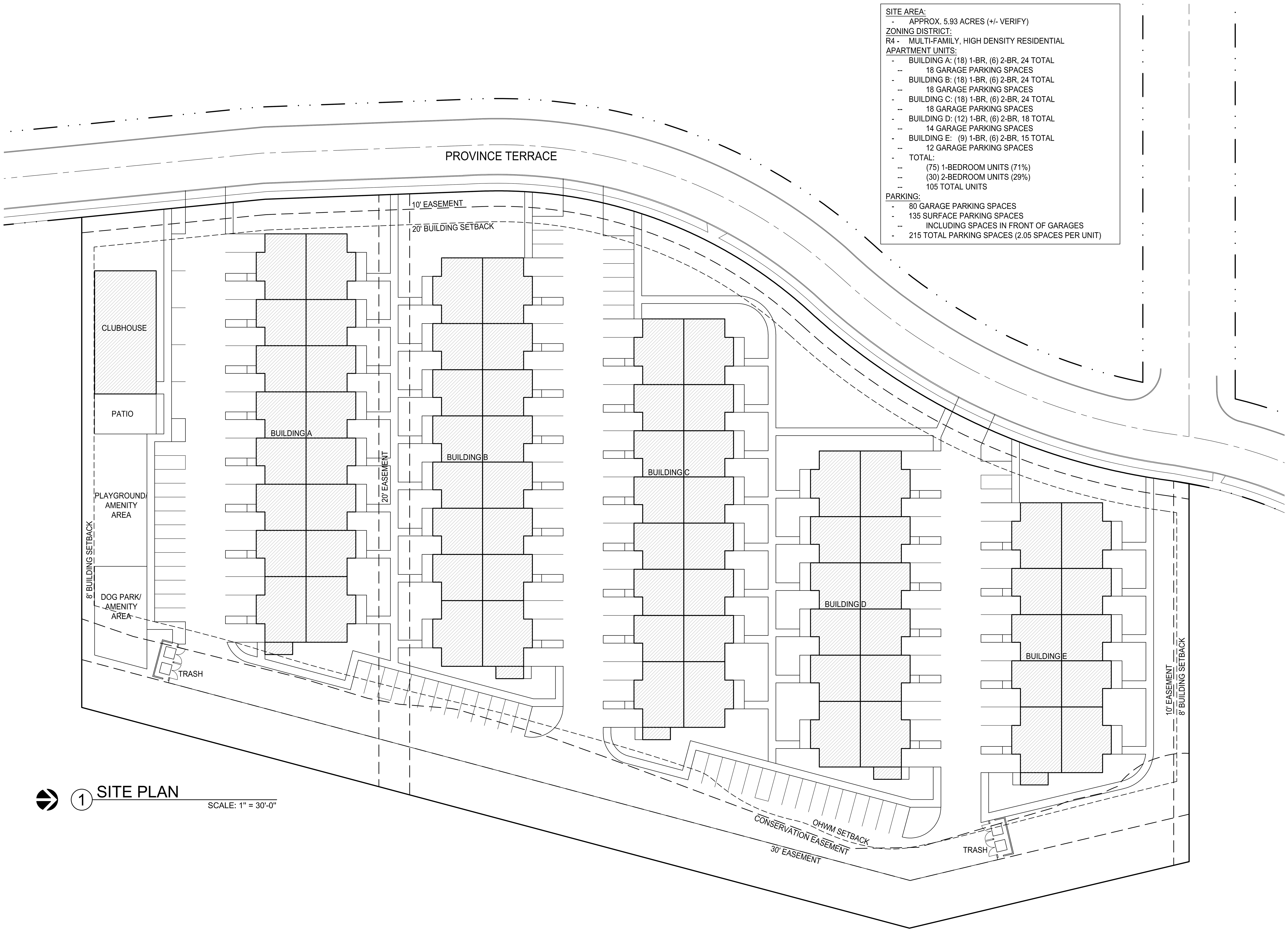
Preliminary Site Plan

SITE AREA:
- APPROX. 5.93 ACRES (+/- VERIFY)

ZONING DISTRICT:
R4 - MULTI-FAMILY, HIGH DENSITY RESIDENTIAL

APARTMENT UNITS:
- BUILDING A: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING B: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING C: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING D: (12) 1-BR, (6) 2-BR, 18 TOTAL
  -- 14 GARAGE PARKING SPACES
- BUILDING E: (9) 1-BR, (6) 2-BR, 15 TOTAL
  -- 12 GARAGE PARKING SPACES
- TOTAL:
  -- (75) 1-BEDROOM UNITS (71%)
  -- (30) 2-BEDROOM UNITS (29%)
  -- 105 TOTAL UNITS

PARKING:
- 80 GARAGE PARKING SPACES
- 135 SURFACE PARKING SPACES
  -- INCLUDING SPACES IN FRONT OF GARAGES
- 215 TOTAL PARKING SPACES (2.05 SPACES PER UNIT)



1 SITE PLAN

SCALE: 1" = 30'-0"

PURE ARCHITECTURE STUDIO, LLC
PURE-ARCH.COM
PURE architecture studio, llc
www.pure-arch.com

Province Terrace Multi-family
Menasha, WI

CLIENT

FORE
DEVELOPMENT + INVESTMENT GROUP

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT #: 25XXX

DATE: 10.22.2025

ISSUED:

NOT FOR CONSTRUCTION

SHEET NAME

SP1.1

MEMORANDUM

DATE November 17, 2025

TO Administration Committee Members

FROM Andrew Dane, Community Development Director

RE FORE Development (FORE) – Draft Development Agreement

Background

The City of Menasha has received a request from Fore Development Inc for Tax Incremental Financing (TIF) assistance to support a proposed residential development located along Province Terrace. The project proposes construction of approximately 105 market-rate residential units in multiple garden-style apartment buildings, representing an estimated total development cost of $24.37 million, or approximately $232,000 per unit.

At its meeting on November 3, 2025, the Common Council approved a resolution establishing the boundaries of and approving the project plan for Tax Incremental District No. 15. The project plan was prepared in coordination with Ehlers and City staff to evaluate financial feasibility, assess economic benefits, and define eligible project costs consistent with Wis. Stat. §66.1105.

The City of Menasha Joint Review Board (Calumet County) is scheduled to meet on December 1, 2025, to consider final approval of TID No. 15.

Economic Development Review

At the City's request, Ehlers prepared an updated independent financial analysis based on the final unit count of the proposed development (dated November 7, 2025) evaluating the project's feasibility and the justification for public assistance. The review examined development costs, funding sources, project structure, market assumptions, and projected returns.

Key findings from Ehlers' analysis include:

- The total project cost of $24.37 million is consistent with current market conditions for similar developments.
- The developer's capital structure includes approximately 80% first mortgage financing ($19.5 million) and 20% equity ($4.9 million).
- Estimated fair market value at completion is $17.12 million, or approximately $163,000 per unit.

- Annual projected tax increment is approximately $246,052 based on an equalized tax rate of $14.44 per $1,000 of value and a 2% annual appreciation factor.
- The developer's pro forma indicates that the project would not be financially feasible without public assistance due to current interest rates and construction costs.

Recommended Financing Structure
Based on Ehlers' findings, City staff and consultants recommend the following parameters for the proposed development agreement:

- **Base Year:** 2026 assessment roll (January 1, 2026)
- **Assistance Type:** Pay-As-You-Go (PAYGO) TIF
- **Assistance Amount:** Up to $3,200,000
- **Term:** 13 years from receipt of first increment
- **Developer Share:** 95% of annual increment
- **City Share:** 5% administrative fee retained annually
- **Risk Allocation:** All performance risk borne by the developer; no City obligation beyond generated increment

The PAYGO structure ensures that TIF reimbursements are made only as incremental taxes are realized, thereby limiting financial exposure to the City.

Return on Investment and But-For Test
Ehlers reviewed the developer's financial metrics with and without TIF assistance:

- **Cash-on-Cash Return:** 8.7% with TIF; 3.9% without
- **Internal Rate of Return (10-year hold):** 10.7% with TIF; 6.4% without

These results indicate that without TID assistance, the project would fall below industry-standard investment thresholds and likely not proceed.

Conclusion and Next Steps
If approved by the Administration Committee, the Draft Developer's Agreement will be brought forward for Common Council consideration at its December 1, 2025 meeting.

Staff Recommendation
City staff recommend approval of the FORE Development Province Terrace Apartments – Draft Development Agreement

Attachments
1. Ehlers Memorandum – *Economic Development Analysis for Province Terrace* (November 7, 2025)
2. FORE Development Province Terrace Apartments – Draft Development Agreement

EHLERS
PUBLIC FINANCE ADVISORS

MEMORANDUM

TO: Andrew Dane – Community Development Director
FROM: Keith Dahl & Greg Johnson – Ehlers
DATE: November 7, 2025
SUBJECT: Economic Development Analysis for Province Terrace

The City received an application for financial assistance from Fore Development (the "Developer") seeking pay-as-you go (PAYGO) Tax Increment District (TID) assistance. The Developer proposed to construct a total of 105 residential units disbursed amongst garden-style apartment buildings (the "Project"). The Project is proposed to commence construction early next year with an anticipated total development cost of approximately $24.37 million, or approximately $232,000 per unit. The Project would be incorporated into a new Tax Incremental Finance District.

This memo has been prepared by Ehlers, at the request of the City, to provide a summary of our review of the Project, specifically the budget and pro forma based on industry standards under current market conditions and trends for 1) development costs, 2) available funding sources, 3) financial structure, 4) underwritten financial assumptions, 5) Developer contributions, 6) market rate rents, 7) operating expenses, 8) phasing and timing of construction, 9) projected cash flows, and 10) return on investment. Our approach to this review was to ensure all development costs, revenues, and expenditures have been appropriately accounted for and considered, and to independently verify private funding sources are being maximized.

Based on our review, the Project generally meets our expectations of a market rate development. The financial structure is consistent with industry standards under current market conditions, rents appear to be reasonable within the local market, and operating expenses appear to be in line with similar developments.

Based on our review and analysis, we've concluded that TID assistance in the aggregate amount of $3,200,000 structured as PAYGO assistance over a term of 13 years is supported and warranted for the Project.

SOURCES	Amount	Pct.	Per Unit
First Mortgage	19,497,345	80%	185,689
Equity	4,874,336	20%	46,422
TOTAL SOURCES	**24,371,681**	**100%**	**232,111**

USES	Amount	Pct.	Per Unit
Acquisition Costs	500,000	2%	4,762
Construction Costs	21,800,000	89%	207,619
Professional Services	341,000	1%	3,248
Financing Costs	930,681	4%	8,864
Developer Fee	750,000	3%	7,143
Cash Accounts/Escrows/Reserves	50,000	0%	476
TOTAL USES	**24,371,681**	**100%**	**232,111**

Available Tax Increment:

Base Value – The base value certification of this parcel is based on January 1, 2026. The equalized value of the parcel is $75,500.

Estimated Market Value – In consultation with the City Assessor, it is estimated the fair market value of the Project, as-if complete and stabilized, would be $17,117,200, or approximately $163,000 per unit. The estimated value was derived by the assessor based on review of three approaches to value – cost, income, and comparable properties.

Assumptions –

- Interim Tax Rate: $14.438257 based on an estimated 2025/2026 TID equalized tax rate
- Anticipated Term: 13 years from receipt of first tax increment
- Annual Appreciation Factor: 2.00%
- Incentive Payment: 95% of annually available tax increment generated by the Project

Projected Tax Increment – Upon completion and stabilization of the Project, the projected annual increment is anticipated to be $246,052. Based upon the assumptions above, the tax increment generated by the Project could support the assistance in the total amount of $3,200,000. Attached for reference is a cashflow projection, which depicts the amount of tax increment retained by the City and reimbursed to the Developer on a PAYGO basis.

PAYGO financing is a performance-based incentive, in which a municipality agrees to reimburse a developer over a specific period of time to offset a portion of their up-front construction costs. This effectively shifts risk (political, property tax, assessed value, and so forth) from the municipality onto the developer. If the development does not generate enough tax increment for the developer to recapture the agreed upon sum, the municipality is under no obligation to make up the shortfall.

Return on Investment:

As part of this analysis, we want to ensure that any public assistance to the Project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects against one another and other investment products. There are three common metrics frequently analyzed by developers and investors – cash on cash, yield on cost, and internal rate of return. Ehlers has reviewed each of these metrics to ensure the developer is not being unduly enriched by receipt of the public assistance.

Cash on Cash (COC) – COC calculates annual net cashflows against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Ehlers reviewed the average annual COC during the term of TID assistance. Generally, similar developments need to achieve a COC in the range of 8 – 10%.

With TID Assistance	Without TID Assistance
8.7%	3.9%

Internal Rate of Return (IRR) – IRR calculates the time value of money over a specific holding period with a hypothetical sale. It estimates a project's profitability from its initial equity investment by accounting for annual net cashflows, sale proceeds, and debt repayment. Ehlers reviewed the IRR with a hypothetical sale in year 10. Generally, similar developments would need to achieve an IRR in the range of 12 – 15% with a hypothetical sale in year 10.

With TID Assistance	Without TID Assistance
10.7%	6.4%

Recommendation:

Based on our review of the Developer's financials under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The costs associated with the development of the Project and interest rates currently obtainable by the Developer under current market conditions create an environment where this Project is only feasible, in part, through TID assistance from the City. We conclude TID assistance in the amount of $3,200,000 provided on a PAYGO basis is warranted and supported for the Project.

Attachments:

1. Tax Increment Projection for Province Terrace Apartments

EHLERS
PUBLIC FINANCE ADVISORS

City of Menasha, Wisconsin

Fore Apartments - Province Terrace & Fieldview Drive (Pay 2026 Est.)

Tax Increment Projection Worksheet - TID# 15

Equalized Tax Rate (Interim Rate)	
County	0.002722003
Special District	0.000000000
Town, Village, City	0.005913200
Schools	0.005194049
Tech College	0.000609004
Equalized Tax Rate (Interim Tax Rate)	0.014438257

Estimate Fair Market Value (Equalized Value)	
Units	105
Value per Unit	163,021

Note: Value based on City Assessor estimate

Variables	
Projected Annual Change in Fair Market Value	2.00%
Projected Annual Change in Tax Rate	0.00%
Tax-Exempt Discount Interest Rate (City PV)	0.000%
Taxable Discount Interest Rate (Developer PV)	6.25%
Construction Year (Base Year)	2026
Year 1 Completion Percentage	40%
Year 2 Completion Percentage	80%
Base Year Value	75,500
Initial Change to Rates (Assessed and Equalized)	100.0%

Property Tax Estimate	
Estimated Fair Market Value (Equalized Value)	17,117,200
Aggregate Ratio (WI DOR, aka Assess. Ratio)	0.940200000
Assessed Value (Equalized Value x Agg Ratio)	16,093,591
Assessed Tax Rate (Net Mill Rate)	17.07176
Adjusted Assessed Tax Rate (Net Mill Rate)	17.07176
Property Taxes (Assessed Value x Net Mill Rate)	274,746

PID or PIDs and Street Address
Tax Key: 7-00001-03, 04, 05, 06, 07
Calumet County

TIF Estimate	
Estimated Fair Market Value (Equalized Value)	17,117,200
Equalized Tax Rate (aka Interim Rate)	14.438257
Adjusted Equalized Tax Rate (aka Interim Rate)	14.438257
Gross TIF Estimate (Current year dollars)	246,052
Developer Share of TIF (Less Admin Fee)	95%
Net Developer Annual TIF	233,750

									City/Village Share: 5% Admin Fee		Developer Share: 95% less Admin Fee		
TID Year	Construction Year	Valuation Year	Revenue Year	Base Value	Equalized Value	Value Increment	Equalized Tax Rate	Gross TIF	Annual TIF	TIF PV @ 0.000%	Annual TIF	TIF PV @ 6.250%	Cumm. TIF
		2026	2027				14.438257	-	-	-	-	-	-
1	2026	2027	2028	75,500	6,846,880	6,771,380	14.438257	97,767	4,888	4,888	92,879	82,273	92,879
2	2027	2028	2029	75,500	13,829,188	13,753,688	14.438257	198,579	9,929	14,817	188,650	239,552	281,529
3	2028	2029	2030	75,500	17,527,701	17,452,201	14.438257	251,979	12,599	27,416	239,380	427,385	520,909
4	2029	2030	2031	75,500	17,876,745	17,801,245	14.438257	257,019	12,851	40,267	244,168	607,706	765,077
5	2030	2031	2032	75,500	18,232,770	18,157,270	14.438257	262,159	13,108	53,375	249,051	780,813	1,014,129
6	2031	2032	2033	75,500	18,595,916	18,520,416	14.438257	267,403	13,370	66,745	254,032	946,996	1,268,161
7	2032	2033	2034	75,500	18,966,324	18,890,824	14.438257	272,751	13,638	80,383	259,113	1,106,531	1,527,274
8	2033	2034	2035	75,500	19,344,140	19,268,640	14.438257	278,206	13,910	94,293	264,295	1,259,686	1,791,569
9	2034	2035	2036	75,500	19,729,513	19,654,013	14.438257	283,770	14,188	108,482	269,581	1,406,714	2,061,151
10	2035	2036	2037	75,500	20,122,594	20,047,094	14.438257	289,445	14,472	122,954	274,973	1,547,861	2,336,123
11	2036	2037	2038	75,500	20,523,535	20,448,035	14.438257	295,234	14,762	137,716	280,472	1,683,362	2,616,596
12	2037	2038	2039	75,500	20,932,496	20,856,996	14.438257	301,139	15,057	152,772	286,082	1,813,443	2,902,677
13	2038	2039	2040	75,500	21,349,636	21,274,136	14.438257	307,161	15,358	168,131	291,803	1,938,320	**3,194,481**
14	2039	2040	2041	75,500	21,775,119	21,699,619	14.438257	313,305	15,665	183,796	-	-	-
15	2040	2041	2042	75,500	22,209,111	22,133,611	14.438257	319,571	319,571	503,367	-	-	-
16	2041	2042	2043	75,500	22,651,783	22,576,283	14.438257	325,962	325,962	829,329	-	-	-
17	2042	2043	2044	75,500	23,103,309	23,027,809	14.438257	332,481	332,481	1,161,810	-	-	-
18	2043	2044	2045	75,500	23,563,865	23,488,365	14.438257	339,131	339,131	1,500,941	-	-	-
19	2044	2045	2046	75,500	24,033,633	23,958,133	14.438257	345,914	345,914	1,846,855	-	-	-
20	2045	2046	2047	75,500	24,512,795	24,437,295	14.438257	352,832	352,832	2,199,687	-	-	-

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND FORE DEVELOPMENT, INC (FORE)

This development agreement (the "Agreement") is entered into as of ____________ ___, 2025 ("Effective Date"), between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (the "City"), and Fore Development, Inc., a Wisconsin Business Corporation, with its Principal Office located at 229 E Washington St., Appleton, WI 54911 ("Developer").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns and wishes to develop real Property located at 1285 Province Terrace, 1269 Province Terrace, 1253 Province Terrace, 1237 Province Terrace, and 1221 Province Terrace (Parcel numbers 7-00001-03, 7-00001-04, 7-00001-05, 7-00001-06, and 7-00001-07, respectively) in the City of Menasha, Wisconsin, 54952, more particularly described in Exhibit A, attached hereto (collectively the "Property").

B. The Property is located within the City in the proposed mixed use City Tax Increment District No. 15 (the "District"), created as defined by and pursuant to Wisconsin State Statutes, Section 66.1105(2)(k) on November 3, 2025 to be effective January 1, 2026, along with a Project Plan for the development of the District (the "Project Plan") that provides for, among other things, the financial assistance as set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, the Developer has proposed improvements to the Property to create a new construction residential project containing approximately 105 residential units disbursed amongst garden-style apartment buildings (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will promote the orderly development of the City by creating opportunities for mixed use development particularly commercial and residential development that will expand the City's tax base, providing housing, creating employment that will spur purchase of goods and services from local suppliers, and inducing effects of employee households spending locally for goods and services from retailers, restaurants and service companies; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of this Project.

E. The City finds the development and use of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and will serve a public purpose in accordance with state and local law. The City also finds that the Project would not be undertaken by the Developer and would not be economically feasible within the foreseeable future without the financial assistance to the Developer as set forth in this Agreement.

F. Subject to obtaining financial assistance as set forth herein, by undertaking work at the Property required for completion of the Project, the Developer will increase the Property's value, the needed residential development will promote future development (both needed housing and neighborhood services) along the Oneida St. corridor.

G. The City Common Council on December 1, 2025 provided consent to the conceptual Project based upon the use and renderings meeting the goals and objectives of the City to spur economic development and expand the City's tax base, with the understanding that the Project Plan would need to be adopted to provide financing incentives to fulfill the Project.

H. The City Administration Committee on November 17, 2025 took action to approve this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

I. The City Common Council on December 1, 2025 took action to approve this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

J. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf; and,

K. The base value of the Property for purposes of this Agreement, is $75,500. The Developer estimates that total Project will create an additional $ 16,093,591 in new assessed value; and,

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I. DEFINITIONS

1.1 Available Tax Increment. "Available Tax Increment" means an amount equal to Ninety-Five percent (95%) of the annual gross Tax Increment revenues plus any Guaranty Payments (as that term is defined in Section 2.8, below) attributable to, and actually received and retained by the City which are generated by the Property (and the land and improvements thereon) in the immediately preceding calendar year.

1.2 City Performance Incentive. The City Performance Incentive is a financial grant to be made available to Developer pursuant to this Agreement. Pursuant to ARTICLE III, below, this incentive payable over the District life from Available Tax Increment from the Project in accordance with the terms of this Agreement shall be no greater than the lesser of $3,200,000 or twenty percent (20%) of the Tax Increment created from the Project, whichever comes first.

1.3 Completion (Project). "Completion" shall mean the issuance of a certificate of occupancy for the proposed buildings.

1.4 District. "District" means all of that property, including the Property, included in Tax Incremental Finance District No. 15 which was created as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on November 3, 2025 to be effective January 1, 2026, and is projected to terminate after maximum life (2047), as described in the Project Plan.

1.5 Hard Costs. "Hard Costs" shall mean direct costs incurred by Developer for labor, materials, equipment and services associated with the Project, contractor's overhead and profit, and other direct construction costs.

1.6 Payment Dates. "Payment Dates" means November 1 of each year of the life of the District, commencing on the first November following the first year in which a certificate of occupancy is issued for all of the proposed buildings constructed up to and including November 1, 2047.

1.7 Payment Term. "Payment Term" means the term commencing on November 1 of the first year in which the Incentive is payable to Developer and continuing on the same day of each year thereafter until the first to occur of the following: (i) payment to Developer of the entire amount of the City Performance Incentive, or (ii) November 1, 2047. For example, for illustrative purposes only, if the Effective Date is January 1, 2026, and a certificate of occupancy is issued for the all of the proposed buildings constructed on April 1, 2027, the Payment Term would run from November 1 , 2028, through the first to occur of the following: (1) payment to Developer of the entire amount of the City Performance Incentive; or (ii) November 1, 2047. Estimated Payment Plan is attached as Exhibit C.

1.8 Project. "Project" means the Developer's improvement to, development and use of the Property, creating approximately one hundred five (105) new market rate residential apartment units between five two-story buildings and all related infrastructure and site improvements, all of which shall comply with applicable City ordinances and City-approved plans for the Property. All references to the Project include the Property.

1.9 Project Plan. "Project Plan" means the "Project Plan for the Creation of Tax Incremental Finance District No. 15 in the City of Menasha" approved by the City on November 3, 2025.

1.10 Project Costs. "Project Costs" means the costs relating to the Properties described and estimated as set forth on the exhibits attached hereto and incorporated herein.

1.11 Property. "Property" means the real property located at 1285 Province Terrace, 1269 Province Terrace, 1253 Province Terrace, 1237 Province Terrace, and 1221 Province Terrace (Parcel numbers 7-00001-03, 7-00001-04, 7-00001-05, 7-00001-06, and 7-00001-07, respectively), Menasha, WI 54952 more particularly described in Exhibit A, attached hereto.

1.12 Property Tax Increment Base. "Property Tax Increment Base" means the aggregate value, as equalized by the Wisconsin Department of Revenue, of the Property as of January 1, 2026.

1.13 Tax Increment. "Tax Increment" has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.

1.14 Tax Increment Law. "Tax Increment Law" means Section 66.1105 of the Wisconsin Statutes.

ARTICLE II. DEVELOPER OBLIGATIONS

2.1 Project. The Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value.

2.2 Approvals. On or before March 1, 2026, the Developer shall complete the necessary design and obtain all necessary approvals from public bodies to execute the Project.

2.3 Acquisition of the Property. Developer has acquired an option to purchase the Property.

2.4 Construction.

2.4.1 Construction of five two story apartment buildings shall reach completion (project) pursuant to Section 1.3 above within fourteen (14) months from gaining the necessary approvals noted under Section 2.2 above or July 1, 2027, whichever comes first.

2.5 Costs and Expenses. The Developer shall be responsible for all costs related to the Project and any other work to be performed by the Developer under this Agreement; including all engineering, inspections, materials, labor, utility relocates and application fees. Furthermore, the Developer shall be responsible for payment of all City fees including impact fees, building permit fees, zoning, and sign permit fees, electrical and plumbing fees.

2.6 Value of Property. The Developer intends to incur Hard Costs in not less than the following amounts, by the following dates:

2.6.1 On or before March 31, 2027 - $24,370,000; and,

2.7 Taxes. It is understood that the land and improvements resulting from the development will be subject to property taxes. The Developer will pay in full when due all federal, state, and local taxes in connection with the development and all operating expenses with the Property and development.

2.8 Minimum Assessment Guaranty. Commencing with the first year in which the Project is fully assessed, Developer agrees that the assessed value shall be equal to or greater than $16,093,591 (the "Minimum Assessment"). If for any year in which this Agreement is in effect the assessed value of the completed Project is less than the Minimum Assessment, Developer will make a payment to the City (a "Guaranty Payment"), calculated by subtracting the assessed value of the completed Project from the Minimum Assessment, and multiplying the difference by the mill rate for all taxing jurisdictions established for the then-current year for the District, with the product being due and payable to Developer to the City on or before July 31 of the following year. So long as Developer makes any required Guaranty Payment, the failure of the Project's assessed value to equal the Minimum Assessment shall not be deemed a default hereunder.

ARTICLE III. CITY OBLIGATIONS

3.1 The City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

3.2 Condition Precedent for City Obligation. The performance obligations under this agreement by the City shall be conditioned upon the approval of a Project Plan of the District by the Joint Review Board. Said approval would permit the City of Menasha to grant Developer Incentives through the new Tax Increment that is created by the Project.

3.3 City Performance Incentive. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, the City will provide payment to Developer solely from future Tax Increments created from the Project to assist with Developer's Project Costs. The City's total Performance Incentive of Tax Increment created by the Project to the Developer shall not exceed the lesser of $3,200,000 or twenty percent (20%) of the total equalized value of the real property as of January 1 of the year in which the Project is fully assessed, but no later than January 1, 2028. No incentive shall be due unless the Developer meets its obligations described under Section 2.4.2.

The City's Performance Incentive will be paid to Developer as follows:

3.3.1 As the sole source for payment of the City's Performance Incentive, the City agrees to pay the Developer annually the Available Tax Increment defined in Article I as an amount equal to ninety-five percent (95%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

3.3.2 Payments under this Agreement shall be due in annual installments on November 1 of the calendar year following the first year in which there is a certificate of occupancy issued for all of the proposed buildings within the Project and continuing on each November 1 thereafter for a period of time described in Section 2.1.

3.3.3 For any portion of the Project which is partially assessed as a result of improvements constructed as of January 1 in any year, but for which a certificate of occupancy has not yet been issued by the same January 1, the Available Tax Increment associated with such partial assessment shall be reserved by the City and paid to Developer with the next installment of the City Performance Incentive following the issuance of a certificate of occupancy for the portion of the Project in question.

3.3.4 The City's Performance Incentive shall be a special and limited obligation of the City and not a general obligation. The City may prepay the City's Performance Incentive, in its sole discretion, at any time, with no prepayment penalty.

3.4 This Agreement fully evidence the City's obligation to pay the City's Performance Incentive. No separate instrument will be prepared to evidence the City's obligation to pay the City's Performance Incentive. The City's Performance Incentive shall not be included in the computation of the City's statutory debt limitations because the City's Performance Incentive is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

3.5 The City covenants to Developer that until the City's Performance Incentive thereon has been paid in full, the City shall not close the District prior to its statutory expiration date of January 1, 2047.

3.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District attributable to the Project including, but not limited to, the outstanding principal balance of the City's Performance Incentive and annual Tax Increments received from the Project.

3.7 Developer hereby acknowledges that as a result of the special and limited nature of the City's obligation to pay the City's Performance Incentive, Developer's recovery of such payment depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Project on the Property to generate the Property Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law (Wis. Stats. § 66.1105), and other factors beyond the City's and/or Developer's control.

ARTICLE IV. APPROVALS AND DEVELOPMENT STANDARDS

4.1 <u>Developer Approval of Public Bodies.</u> The Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to utilize the Property for the Project.

4.2 Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City will not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with the Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article VII below.

4.3 Development Requirements. The Developer will use the Property for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.

4.4 Tax Exemption Forbearance. The Developer acknowledges that the City is relying upon the Developer's real property taxes to generate Tax Increment, as a result, throughout the term of the District, the Developer agrees that commencing with the first calendar year in which the Project is fully assessed, neither the Developer nor any existing or future Affiliate or related entity of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates, and each of their respective successors in interest, waives any and all rights thereto for said District period. In addition, during the period of time that commences upon the date of this Agreement and terminates at the end of the District, neither the Property, the Project nor any part thereof or interest therein will be sold, transferred, leased, assigned, gifted, owned, used, or conveyed in any way to any person, partnership, organization, or entity that is all or partially exempt from federal, State of Wisconsin, or local real property taxes, without the express prior consent of the City, which such consent may be withheld in the City's sole and absolute discretion (collectively, the "Restrictive Covenant"). This Restrictive Covenant will permit the City to have enforcement rights. Notwithstanding anything to the contrary contained herein, the Restrictive Covenant will automatically terminate upon the conclusion of the District.

ARTICLE V. WARRANTIES AND REPRESENTATIONS

5.1 The Developer hereby warrants, represents, and covenants to the City:

5.1.1 The Developer will construct the Project substantially as presented to the Administration Committee on November 17, 2025, with any modifications approved by Common Council on December 1, 2025.

5.1.2 The Developer is a duly organized and existing corporation the State of Wisconsin and authorized to transact business in the State of Wisconsin.

5.1.3 The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the

Developer, and no other or further acts or proceedings of the Developer or its shareholders, directors, or officers are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

5.1.4 There are no lawsuits filed or, to the knowledge of the Developer, pending or threatened against the Developer or affiliates that may in any material way jeopardize the ability of the Developer to perform its obligations hereunder.

5.1.5 The Developer will provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of the Developer's organization, and (ii) certificate of incumbency and resolutions of the corporation which provide for who is authorized to sign on behalf of the Developer and that the Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

5.1.6 The Developer warrants that the property will not become tax exempt upon the transfer of property. The Developer guarantees it shall include a deed restriction to the title on any property transfer that the property shall not be sold to a nonprofit and become tax exempt – should the property become tax exempt, the owner shall make an annual payment in lieu of taxes (PILOT) to the City of Menasha, in an amount equal to the value of the property multiplied by the tax rate, unless another amount is agreed to between the owner and the City of Menasha. The Deed restriction shall be effective for the length of time the District is open.

5.2 The City hereby warrants and represents to the Developer that:

5.2.1 Subject to the approval of the City of Menasha Common Council, the execution and delivery of this Agreement has been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution and delivery of this Agreement. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law.

ARTICLE VI. DEVELOPER EVENT OF DEFAULT

6.1 Event of Default. An "Event of Default" is any of the following:

6.1.1 Failure to Construct the Project. Subject to the terms of this Agreement, the Developer fails to construct and complete the Project consistent with Article I and II; or

6.1.2 Taxes. The Developer fails to pay any real property tax or any special assessment levied or imposed by the State, County, or City against all or any portion of the Properties then owned by the Developer before they are delinquent, and in any event within Sixty (60) days after written notice from the City of such failure; provided that the Developer shall have the right to contest the same in accordance with applicable law; or

6.1.3 Tax Exemption. All or any portion of the Properties becomes tax exempt; or

6.1.4 Breach of Agreement. The Developer breaches any provision of this Agreement or its obligations under this Agreement; provided, however, that written notice of the breach has been given to the Developer and the Developer has failed to cure such breach within thirty (30) days.

6.2 City Options upon Event of Default. Whenever an Event of Default occurs, under Section 6.1, the City may take one or more of the following actions, in the City's sole and absolute discretion:

6.2.1 Suspend or terminate the performance of any and/or all of its undertakings and obligations under this Agreement, including, but not limited to, making any further payments under this Agreement during the pendency of the Event of Default.

6.2.2 Take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement or to seek remedy for its breach. Such rights and remedies will not be exclusive of any other remedy or remedies, and such rights and remedies will be cumulative and will be in addition to every other right and remedy given under this agreement or now or hereafter existing at law or in equity or by statute.

6.3 Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City or the Developer upon any default by the other party will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.

6.4 Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement will not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the City must be expressed and in writing.

6.5 Compensation for Costs of Breach. Whenever there is an Event of Default by the Developer hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will, on claim thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2 Term. Unless terminated under ARTICLE VI, above, the term of this Agreement shall begin as of the Effective Date and shall continue until January 1, 2040, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.

7.3 Restriction on Assignment of Agreement.

7.3.1 Agreement/Transfer of Properties. The rights, duties, and obligations of the Developer of this Agreement may not be assigned by the Developer without the written consent of the City to the assignment. Furthermore, the Developer shall not sell, assign, or transfer all or any portions of the Properties through the life of the District without the written consent of the City to the transfer, which will not be unreasonably withheld.

7.3.2 Notwithstanding the foregoing, Developer may convey the property to a Developer Affiliate for the purpose of developing the Project.

7.4 Force Majeure. A party will be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, pandemic, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

7.5 Law Applicable. This Agreement will be construed in accordance with the internal laws of the State of Wisconsin.

7.6 Financial Burden. The parties acknowledge the Project will require substantial financial resources. Each party is willing and prepared to perform its obligations hereunder, recognizing that each must begin and continue its performance under this Agreement without absolute assurance all approvals necessary to the Project will be granted.

7.7 Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original.

7.8 Delivery of Notices. Any notice required hereunder will be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, emailed or faxed to the parties respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Menasha
Attention: Mayor
100 Main Street, Suite 200
Menasha, WI 54952
Email: ahammond@menashawi.gov
Fax: 920-967-5272

With a copy to: City Attorney
City of Menasha
100 Main Street, Suite 200
Menasha, WI 54952
Email: mstruve@menashawi.gov
Fax: 920-967-5273

To FORE: FORE
Attn: Tom Klister
229 E. Washington Street
Appleton, WI 54911
Email: tklister@foreinvestmentgroup.com

Notice will be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods). Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 7.8.

7.9 Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement will remain in full force and effect and enforceable to the fullest extent permitted by law.

7.10 Personal Liability. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any such Party.

7.11 Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section 7.8), and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement will not be deemed to have conferred any rights, expressed or implied, upon any other party, except as set forth in Section 7.5.

7.12 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

7.13 Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement will be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.

7.14 No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

7.15 Recording of Agreement. Either party may record this Agreement.

7.16 The Developer’s Obligations Run with the Land. The Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of the Developer as set forth in this Agreement, will be deemed to be covenants running with the land and will be binding upon the Properties and the successors, assigns, and other transferees of the Developer.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed as of the date stated in the first paragraph of this AGREEMENT.

DEVELOPER:

By: ____
Tom Klister, Member

State of Wisconsin)

County of ____________________________)

On ___________________________ before me, ____, Notary Public
Date *Here Insert Name of the Officer*

Personally Appeared ____
Name(s) of Signer(s)

____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____________________________
Signature of Notary Public

CITY OF MENASHA, Wisconsin:

CITY OF MENASHA

By: ____
City Mayor

CITY OF MENASHA

By: ____
City Clerk

Approved as to form:

CITY OF MENASHA

By: ____
City Attorney

State of Wisconsin)

County of ____________________________)

On __________________________ before me, ____, Notary Public
Date *Here Insert Name of the Officer*

Personally Appeared ____
Name(s) of Signer(s)

____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____________________________
Signature of Notary Public

<u>EXHIBIT A</u>

Legal Description of Property

Parcel No. 7-00001-03

Lot 3 Province Terrace, City of Menasha, Calumet County, Wisconsin

Parcel No. 7-00001-04

Lot 4 Province Terrace, City of Menasha, Calumet County, Wisconsin

Parcel No. 7-00001-05

Lot 5 Province Terrace, City of Menasha, Calumet County, Wisconsin

Parcel No. 7-00001-06

Lot 6 Province Terrace, City of Menasha, Calumet County, Wisconsin

Parcel No. 7-00001-07

Lot 7 Province Terrace, City of Menasha, Calumet County, Wisconsin

EXHIBIT B

Project Description

11/12/2025

Dear City of Menasha and Common Council,

We are working on a proposed 105-unit, high-end multifamily project, situated along Province Terrace. The buildings will be two stories. The first floor will be a mix of attached garages and apartment units, with the second floor consisting of more apartment units. Building exteriors will consist of architecturally significant materials, such as masonry, and a mix composite siding and paneling. The unit interiors will consist of high-quality finishes including granite/quartz tops, LVP flooring, stainless steel appliances, LED lighting, large windows, and forced air heating and cooling system. Lastly, there will be a community room with share amenities such as a fitness center, mail room, community room, manager's office, outdoor patio, and a dog run.

We have completed a preliminary site plan and developed concept images. But for TIF assistance, this project is not financially feasible. If the Development Agreement is approved, we would commence construction drawings, with the hopes of breaking ground spring 2026, with the first building ready for new residents winter 2027, and the entire project completed within 12 months.

Best,

Tom Klister

<u>About Us:</u>

We are a local, family owned, real estate development and management company with our main office located downtown Appleton. We focus on developing thoughtfully designed spaces and communities, where residents, businesses, and their guests can thrive. In Menasha, we currently own and operate both Lakeshore Ridge and Discovery Point apartments. Both projects are nearby and we intend to grow our team to ensure a high level of detail and thought goes into the operations. More information about us can found at our following websites; https://foreinvestmentgroup.com and https.fore-management.com

Inspiration Images: *Note-The buildings have not been designed yet. The below images are intended to show a similar level of quality, not exact design.*

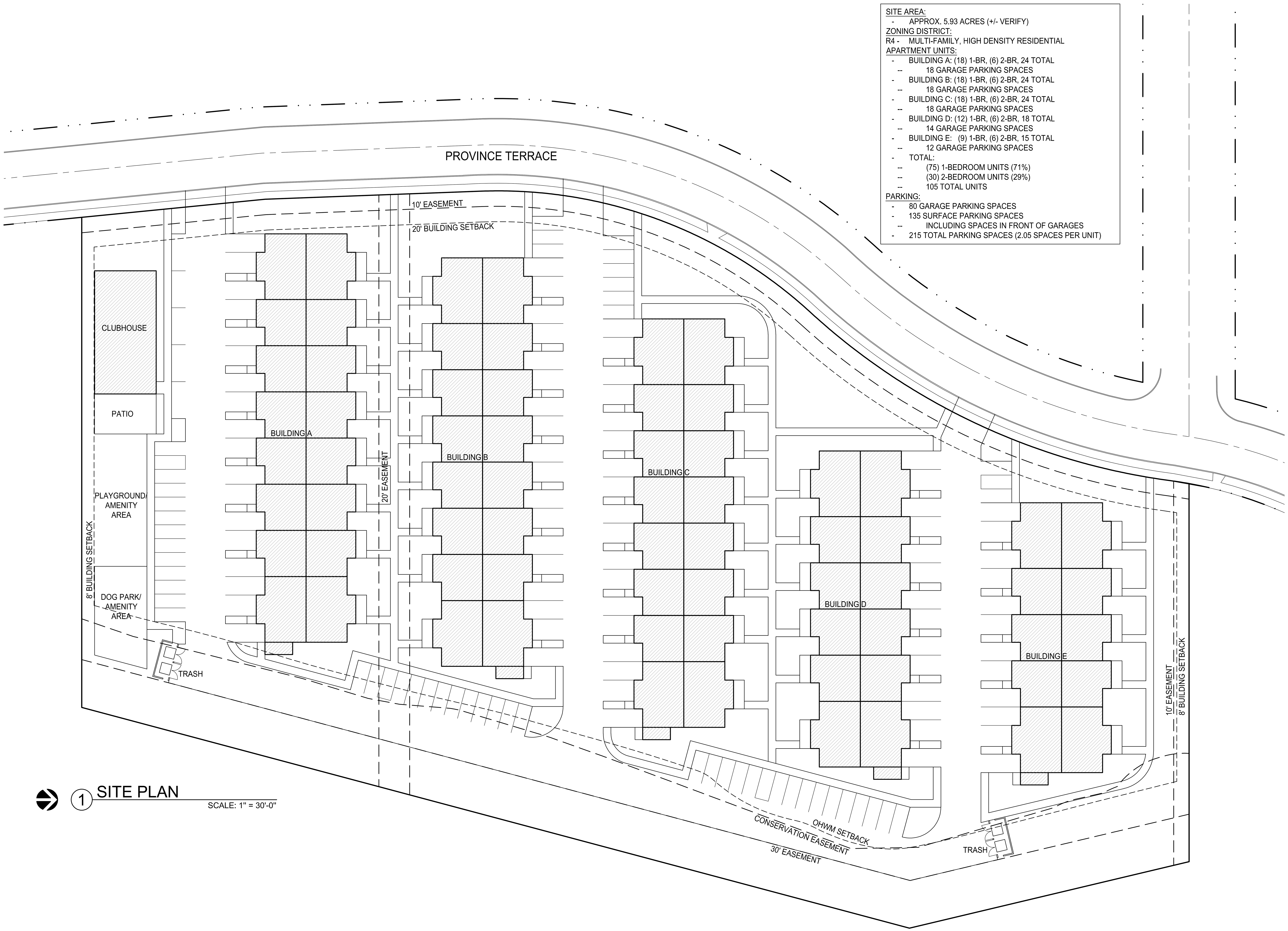
Preliminary Site Plan

SITE AREA:
- APPROX. 5.93 ACRES (+/- VERIFY)

ZONING DISTRICT:
R4 - MULTI-FAMILY, HIGH DENSITY RESIDENTIAL

APPARTMENT UNITS:
- BUILDING A: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING B: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING C: (18) 1-BR, (6) 2-BR, 24 TOTAL
  -- 18 GARAGE PARKING SPACES
- BUILDING D: (12) 1-BR, (6) 2-BR, 18 TOTAL
  -- 14 GARAGE PARKING SPACES
- BUILDING E: (9) 1-BR, (6) 2-BR, 15 TOTAL
  -- 12 GARAGE PARKING SPACES
- TOTAL:
  -- (75) 1-BEDROOM UNITS (71%)
  -- (30) 2-BEDROOM UNITS (29%)
  -- 105 TOTAL UNITS

PARKING:
- 80 GARAGE PARKING SPACES
- 135 SURFACE PARKING SPACES
  -- INCLUDING SPACES IN FRONT OF GARAGES
- 215 TOTAL PARKING SPACES (2.05 SPACES PER UNIT)



1 SITE PLAN
SCALE: 1" = 30'-0"

PURE ARCHITECTURE STUDIO, LLC
PURE-ARCH.COM
PURE architecture studio, llc
www.pure-arch.com

Province Terrace Multi-family
Menasha, WI

CLIENT

FORE DEVELOPMENT + INVESTMENT GROUP

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT #:	25XXX
DATE:	10.22.2025
ISSUED:	
	NOT FOR CONSTRUCTION

SHEET NAME

SP1.1

EXHIBIT C

ESTIMATED PAYMENT SCHEDULE

	Projected Revenues			Dev. Incentive		
Year	**Tax Inc.**	**Total Rev.**		**Perf. Inc (95%)**	**Accum. Dev Inc.**	**Payment**
2026		$ -				
2027		$ -				
2028	$ 97,766.92	$ 97,766.92	1*	$ 92,879.00	$ 92,879.00	Nov. 1, 2028
2029	$ 199,669.37	$ 199,669.37	2	$ 188,650.00	$ 281,529.00	Nov. 1, 2029
2030	$ 253,069.45	$ 253,069.45	3	$ 239,380.00	$ 520,909.00	Nov. 1, 2030
2031	$ 257,018.95	$ 257,018.95	4	$ 244,168.00	$ 765,077.00	Nov. 1, 2031
2032	$ 262,159.33	$ 262,159.33	5	$ 249,051.00	$ 1,014,128.00	Nov. 1, 2032
2033	$ 267,402.53	$ 267,402.53	6	$ 254,032.00	$ 1,268,160.00	Nov. 1, 2033
2034	$ 272,750.57	$ 272,750.57	7	$ 259,113.00	$ 1,527,273.00	Nov. 1, 2034
2035	$ 278,205.58	$ 278,205.58	8	$ 264,295.00	$ 1,791,568.00	Nov. 1, 2035
2036	$ 283,769.69	$ 283,769.69	9	$ 269,581.00	$ 2,061,149.00	Nov. 1, 2036
2037	$ 289,445.10	$ 289,445.10	10	$ 274,973.00	$ 2,336,122.00	Nov. 1, 2037
2038	$ 289,445.10	$ 289,445.10	11	$ 280,472.00	$ 2,616,594.00	Nov. 1, 2038
2039	$ 295,233.98	$ 295,233.98	12	$ 286,082.00	$ 2,902,676.00	Nov. 1, 2039
2040	$ 301,138.67	$ 301,138.67	13	$ 291,803.00	$ 3,194,479.00	Nov. 1, 2040
Total	**$ 3,045,936.57**	**$ 3,045,936.57**		**$ 3,194,479.00**		

Notes:

1. *Performance Incentive based upon 95% of additional tax Increment*
2. *Maximum Accumulative Performance Incentive lesser of 20% of value or $3.2M*

City of Menasha Disbursements
11/14/25-11/26/25

Weekly Accounts Payable	11/20/25 & 11/26/25 Checks # 89039 -89148		$866,201.67
Bi-Weekly Payroll	11/26/25		$244,147.16

Additional Regular Cycle Accounts Payables -Paid Electronically

Nationwide Deferred Compensation	11/14/25	$3,487.50	
Wisconsin Deferred Compensation	11/14/25	$11,195.75	
Community First CU-Payroll Deduction	11/14/25	$763.60	
Banking Fees	11/14/25	$125.00	
Spectrum ACH	11/17/25	$80.00	
Home Depot ACH	11/19/25	$52.33	
Delta Dental	11/19/25	$2,269.20	
Federal Tax Witholding	11/19/25	$82,047.96	
Sales Tax	11/20/25	$152.33	
Employee Benefits-Flex Spending	11/26/25	$3,295.89	
Delta Dental	11/26/25	$5,198.30	
Wisconsin Support Collections	11/26/25	$823.91	
Community First CU-Payroll Deduction	11/26/25	$763.60	
State Tax Withholding	11/26/25	$13,880.82	
State Tax Withholding	11/26/25	$14,199.97	
Nationwide Deferred Compensation	11/26/25	$3,487.50	
FSA/HRA Admin Fees	11/26/25	$1,082.05	
			$ 142,905.71
Total			$1,253,254.54

Items included on this list have been properly audited and certified by the City Finance Director and are being presented for approval by the Common Council.

Yessi Laracuente — 11/26/25

Yessi Laracuente — Date

Finance Manager

Notes:

- Gaps in check numbers indicate that more invoices being paid than fit on one check stub
  (The last check stub used is the check number that will appear on the check register)

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACCURATE	89039	11/20/2025	2513084	731-1022-541.30-18	19.00	STRAIGHT GREASE ZERK
		11/20/2025	2513249	731-1022-541.30-18	127.25	SHOP SUPPLIES
			Total for check: 89039		**146.25**	
AIRGAS USA LLC	89040	11/20/2025	5520578474	731-1022-541.30-18	332.96	LEASE CYLINDER RENEWAL SHOP SUPPLIES
		11/20/2025	9166340786	731-1022-541.30-18	524.32	WELDING SUPPLIES
			Total for check: 89040		**857.28**	
ALL-SPORT TROPHY	89041	11/20/2025	058252	100-0304-562.30-10	12.00	NAME PLATE
			Total for check: 89041		**12.00**	
AMAZON CAPITAL SERVICES	89042	11/20/2025	11PC-YFY3-9N3Y	100-0801-521.32-02	208.94	BOOKS/POWER STRIP
		11/20/2025	14TD-Q636-LHR6	100-0801-521.30-12	232.90	USB HARD DRIVE
		11/20/2025	1CNQ-C6QN-D1N7	100-0801-521.30-10	92.92	OFFICE SUPPLIES
		11/20/2025	1JR9-7VMH-6KTN	100-1002-541.30-10	19.49	CHAINING PIN SET
		11/20/2025	1KQD-XTFM-KK9W	100-0801-521.30-10	39.33	FOLDERS
			Total for check: 89042		**593.58**	
CITY OF APPLETON	89043	11/20/2025	18552	100-0918-531.21-06	500.00	EMERGENCY PREPAREDNESS- NOVEMBER 2025
			Total for check: 89043		**500.00**	
AUTOMOTIVE SUPPLY COMPANY	89044	11/20/2025	012228258	731-1022-541.30-18	39.64	SHOP SUPPLIES
				731-1022-541.38-04	19.83	FUEL LINE CLIPS/ EXHAUST SYSTEM HANGER
		11/20/2025	012228450	731-1022-541.38-03	27.72	CABIN AIR FILTER/PARTS
			Total for check: 89044		**87.19**	
SARA BARBIN	89045	11/20/2025	RENTAL DEP REFD	100-0000-201.11-00	100.00	RENTAL SECURITY DEPOSIT REFUND
			Total for check: 89045		**100.00**	
BERGSTROM FORD LINCOLN	89046	11/20/2025	112928	731-1022-541.38-04	181.00	BLOWER-OUTSIDE PARTS

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
BERGSTROM FORD LINCOLN...	89046...	11/20/2025	113102	731-1022-541.38-03	42.60	OIL DRAIN-PLUG	
			Total for check: 89046		**223.60**		
BERGSTROM PIONEER AUTO &	89047	11/20/2025	00252	100-0801-521.80-03	2,190.00	POLICE VEHICLE LEASES	
			Total for check: 89047		**2,190.00**		
BOBCAT PLUS	89048	11/20/2025	IA22057	731-1022-541.38-03	116.07	COUPLERS/FILTER PARTS	
			Total for check: 89048		**116.07**		
BREHMER LAW LLC	89049	11/20/2025	2390	501-0304-562.21-01	1,551.29	ATTORNEY FEES	
			Total for check: 89049		**1,551.29**		
CELLCOM	89050	11/20/2025	398446	100-0101-511.22-01	34.13	CELL PHONE	-MAYOR
				100-0201-512.22-01	34.13	CELL PHONE	-ATTORNEY
				100-0203-512.22-01	34.13	CELL PHONE	-CLERK
				100-0301-523.22-01	34.13	CELL PHONE	-BUILDING INSPECTOR
				100-0304-562.22-01	68.26	CELL PHONE	-COMMUNITY DEVELOPMENT
				100-0401-513.22-01	34.13	CELL PHONE	-FINANCE
				100-0601-551.22-01	23.21	CELL PHONE	-BUILDING SERVICES
					101.83	CELL PHONE	-LIBRARY
				100-0702-552.22-01	222.70	CELL PHONE	-PARK LOCATIONS
				100-0703-553.22-01	13.65	CELL PHONE	-BUILDING SERVICES
					181.96	CELL PHONE	-PARKS
				100-0801-521.22-01	15.70	CELL PHONE	-BUILDING SERVICES
					1,748.15	CELL PHONE	-POLICE
				100-0811-521.22-01	34.13	CELL PHONE	-CODE ENFORCEMENT
				100-0904-531.22-01	34.13	CELL PHONE	-ENVIRONMENTAL HEALTH
				100-0919-531.22-01	245.49	CELL PHONE	-HEALTH
				100-1001-514.22-01	15.70	CELL PHONE	-BUILDING SERVICES
				100-1002-541.22-01	153.48	CELL PHONE	-ENGINEERING
				100-1008-541.22-01	11.26	CELL PHONE	-STREET SIGNS
				100-1019-552.22-01	14.66	CELL PHONE	-BRIDGES

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
CELLCOM...	89050...	11/20/2025...	398446...	601-1020-543.22-01	7.53	CELL PHONE	-SEWER TRUCK
				625-1002-541.22-01	51.16	CELL PHONE	-ENGINEERING
				731-1022-541.22-01	137.19	CELL PHONE	-CITY GARAGE
				743-0403-513.22-01	68.26	CELL PHONE	-IT
			Total for check: 89050		**3,319.10**		
CHARTER COMMUNICATIONS	89051	11/20/2025	095528601110125	100-0101-511.22-01	3.42	PHONE BILL-MAYOR	
				100-0201-512.22-01	2.17	PHONE BILL-ATTORNEY	
				100-0202-512.22-01	5.48	PHONE BILL-PERSONNEL	
				100-0203-512.22-01	4.50	PHONE BILL-CLERK	
				100-0301-523.22-01	4.95	PHONE BILL-BUILD INSPECT	
				100-0304-562.22-01	8.11	PHONE BILL-COM DEV	
				100-0401-513.22-01	10.94	PHONE BILL-FINANCE	
				100-0402-513.22-01	2.23	PHONE BILL-ASSESSOR	
				100-0502-522.22-01	13.58	PHONE BILL-EOC	
				100-0601-551.22-01	57.64	PHONE BILL-LIBRARY	
				100-0702-552.22-01	9.17	PHONE BILL-RECREATION	
				100-0703-553.22-01	15.40	PHONE BILL-PARKS	
				100-0704-552.22-01	4.79	PHONE BILL-POOL	
				100-0801-521.22-01	84.99	PHONE BILL-POLICE	
				100-0903-531.22-01	16.63	PHONE BILL-HEALTH	
				100-0920-531.22-01	4.47	PHONE BILL-SENIOR	
				100-1001-514.22-01	24.52	PHONE BILL-CITY HALL	
				100-1002-541.22-01	14.28	PHONE BILL-ENGINEERING	
				100-1008-541.22-01	1.29	PHONE BILL-SIGN	
				207-0000-123.00-00	9.10	PHONE BILL-MARINA	
				731-1022-541.22-01	8.80	PHONE BILL-GARAGE	
				743-0403-513.22-01	5.20	PHONE BILL-I.T.	
			Total for check: 89051		**311.66**		
CINTAS	89052	11/20/2025	4249673460	100-0801-521.20-01	50.25	RUGS, SOAP, TOWELS	
				100-0801-521.30-13	151.45	RUGS, SOAP, TOWELS	
		11/20/2025	4249673580	100-0601-551.20-01	48.00	MATS, SOAP, GARBAGE BAGS	

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CINTAS...	89052...	11/20/2025...	4249673580...	100-0601-551.30-13	224.34	MATS, SOAP, GARBAGE BAGS
		11/20/2025	4249820404	100-0703-553.24-03	638.86	RUGS, CLEANING SUPPLIES, UNIFORMS
				731-1022-541.20-01	161.00	RUGS, CLEANING SUPPLIES, UNIFORMS
			Total for check: 89052		**1,273.90**	
COMPLETE OFFICE OF WISCONSIN	89053	11/20/2025	10466	100-1002-541.30-10	12.20	PENS
		11/20/2025	19451	100-1002-541.30-10	10.61	STAPLER
			Total for check: 89053		**22.81**	
COONEY'S EMBROIDERY LLC	89054	11/20/2025	22644	100-0801-521.19-02	236.00	PD CLOTHING ALLOWANCE -HARTMAN E91
			Total for check: 89054		**236.00**	
CUMMINGS SALES AND SERVICE	89055	11/20/2025	E3-251186462	743-0403-513.24-04	810.00	QUICKSERVE ONLINE
			Total for check: 89055		**810.00**	
CORA DUTTER	89056	11/20/2025	REIMBURSEMENT	100-0801-521.34-03	85.11	INTOX TRAINING-11/11-13 -MEALS REIMBURSEMENT-NOV
			Total for check: 89056		**85.11**	
ELAN FINANCIAL SERVICES	89063	11/20/2025	0003	100-0704-552.19-03	211.39	SUITS POOL
		11/20/2025	0021	100-0601-551.30-16	91.01	SW SUPPLIES LIBRARY
		11/20/2025	0094	100-0601-551.30-16	29.99	STOCK SUBSCRIPTION LIBRARY
		11/20/2025	0120	100-0801-521.34-03	131.86	HOMETOWN HALLOWEEN CANDY POLICE
				100-0802-521.30-18	19.98	SUPPLIES CROSSING GUARD
		11/20/2025	0144	100-0601-551.30-16	180.37	VEGGIE SEEDS LIBRARY
		11/20/2025	0253	100-0601-551.30-16	127.04	SW SUPPLIES LIBRARY
		11/20/2025	0397	100-0702-552.30-18	240.74	HOMETOWN HALLOWEEN PARKS & REC
		11/20/2025	0524	100-1008-541.30-18	128.70	BATTERIES SIGN
		11/20/2025	0538	731-1022-541.38-03	177.99	PARTS PUBLIC WORKS
		11/20/2025	0704	100-0304-562.21-06	85.07	PROJECT FRONT PORCH COMMUNITY DEVELOPMENT
		11/20/2025	1089	470-0703-553.82-02	351.90	RIVER WALK RAILING PR-2025-004
		11/20/2025	1099	100-0601-551.30-14	31.50	MONTHLY SUBSCRIPTION LIBRARY

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ELAN FINANCIAL SERVICES...	89063...	11/20/2025	1408	100-0601-551.30-16	99.80	FACEBOOK ADS LIBRARY
		11/20/2025	1447	731-1022-541.32-01	129.00	PRIME MEMBERSHIP
		11/20/2025	1812	100-1019-552.30-18	129.33	OIL ABSORBENT RAGS BRIDGES
		11/20/2025	1819	100-0601-551.30-14	2.86	ROKUS LIBRARY
		11/20/2025	1881	100-0702-552.30-18	29.94	PUMPKIN CONTEST PARKS & REC
		11/20/2025	1939	100-0702-552.30-18	405.36	HOMETOWN HALLOWEEN PARKS & REC
		11/20/2025	2072	100-0601-551.30-14	20.99	MONTHLY SUBSCRIPTION LIBRARY
		11/20/2025	2270	100-0920-531.30-18	67.50	GARLAND TREE CRAFT SENIOR CENTER
		11/20/2025	2342	100-0801-521.30-12	249.15	LAMINATOR MACHINE PD
		11/20/2025	2359	100-0801-521.24-02	399.99	TV POLICE
		11/20/2025	2429	100-0601-551.34-02	364.00	CONFERENCE REGISTRATION LIBRARY
		11/20/2025	2533	100-0601-551.30-11	9.21	INTERLIBRARY LOAN POSTAGELIBRARY
		11/20/2025	2578	100-0601-551.30-16	1.04	VETERANS DAY MUSIC LIBRARY
		11/20/2025	2750	100-1002-541.30-18	259.40	PAINT ENGINEERING
		11/20/2025	2820	743-0403-513.30-15	5.89	ADAPTER IT
		11/20/2025	2870	501-0304-562.21-02	1,759.87	GAS DEMOLITION DREAMS GAS DEMO
		11/20/2025	3003	100-0801-521.34-03	125.85	POPCORN POLICE
		11/20/2025	3016	100-0801-521.30-12	416.00	HARD DRIVES PD
		11/20/2025	3099	100-0801-521.30-12	624.00	HARD DRIVES PD
		11/20/2025	3109	731-1022-541.30-18	213.30	GREASE SUPPLIES PUBLIC WORKS
		11/20/2025	3130	100-0601-551.30-14	13.70	ROKUS LIBRARY
		11/20/2025	3483	100-0801-521.30-11	21.81	POSTAGE POLICE
		11/20/2025	3591	731-1022-541.38-04	1,419.95	GAS TANK PUBLIC WORKS
		11/20/2025	3615	100-1002-541.34-02	1,445.00	AUTODESK TRAINING ENGINEERING
		11/20/2025	3705	100-1019-552.30-18	19.29	SHOP TOWELS BRIDGES
		11/20/2025	3832	100-0601-551.30-16	1,029.25	LIBRARY PROGRAMS LIBRARY
		11/20/2025	3846	100-1008-541.30-18	32.89	TRAFFIC CAMERA PARTS TRAFFIC
		11/20/2025	4409	100-0601-551.32-01	39.00	DONOR SOFTWARE LIBRARY
		11/20/2025	4419	100-0601-551.30-16	11.00	MONTHLY SUBSCRIPTION LIBRARY
		11/20/2025	4702	501-0304-562.21-02	32.45	GAS DEMOLITION DREAMS GAS DEMO
		11/20/2025	4958	100-0702-552.30-18	9.49	SENSORY TABLE PARK & REC
		11/20/2025	5083	100-0601-551.30-14	257.18	CREATIVE CLOUD ACCOUNTS LIBRARY
		11/20/2025	5191	100-0801-521.30-18	673.00	OFFICER CHALLENGE COINS POLICE
		11/20/2025	5222	100-1008-541.30-18	17.80	SCREWDRIVER BIT SET TRAFFIC
		11/20/2025	5253	731-1022-541.38-03	20.00	PARTS PUBLIC WORKS

AP Check Register
Check Date: 11/20/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ELAN FINANCIAL SERVICES...	89063...	11/20/2025	5396	100-0301-523.30-18	25.00	CODE UPDATES COMMUNITY DEVELOPMENT
		11/20/2025	5641	100-1001-514.30-18	29.00	GARBAGE CAN BUILDINGS
		11/20/2025	6047	100-0801-521.34-03	267.00	TRANING LODGING POLICE
		11/20/2025	6054	100-0801-521.34-03	267.00	TRANING LODGING POLICE
		11/20/2025	6098	100-0601-551.30-16	50.73	SW SUPPLIES LIBRARY
		11/20/2025	6151	100-1008-541.30-18	23.42	BATTERIES SIGN
		11/20/2025	6236	100-0702-552.30-18	80.50	NO SCHOOL DAY PUMPKINS PARK & REC
		11/20/2025	6359	100-0801-521.24-05	1,929.03	SIGNS/RUNNER POLICE
		11/20/2025	6473	100-0903-531.34-02	102.00	CLC RENEWAL FEE HEALTH DEPARTMENT
		11/20/2025	6585	100-0601-551.30-16	21.00	MONTHLY SUBSCRIPTION LIBRARY
		11/20/2025	6662	100-0903-531.21-12	55.30	TRANSLATION (SWAHILI) HEALTH DEPARTMENT
		11/20/2025	6671	100-0601-551.32-01	125.00	ALA MEMBERSHIP LIBRARY
		11/20/2025	6697	100-0601-551.32-01	90.00	PLA MEMBERSHIP LIBRARY
		11/20/2025	6783	100-0601-551.30-14	24.99	ROKUS LIBRARY
		11/20/2025	6802	100-0801-521.30-11	10.92	POSTAGE POLICE
		11/20/2025	7093	100-0601-551.30-16	21.99	SMITHWORKS SOFTWARE LIBRARY
		11/20/2025	7107	100-0601-551.30-11	11.30	POSTAGE LIBRARY
		11/20/2025	7127	100-0702-552.30-18	455.38	HOMETOWN HALLOWEEN PARKS & REC
		11/20/2025	7307	100-0802-521.30-18	135.89	HONOR GUARD GLOVES CROSSING GUARD
		11/20/2025	7419	100-0000-201.14-00	300.00	BREWER GAME BUS TRIP SENIOR CENTER
		11/20/2025	7550	100-0902-524.32-01	35.00	W&M ASSOC MEMBERSHIP HEALTH DEPARTMENT
		11/20/2025	7723	743-0403-513.30-15	57.65	CABLES IT
		11/20/2025	7810	100-1019-552.30-18	129.99	GLOVES BRIDGES
		11/20/2025	7822	100-0801-521.38-01	40.00	TRANING FUEL POLICE
		11/20/2025	7873	100-0601-551.30-14	26.24	ROKUS LIBRARY
		11/20/2025	7950	100-0601-551.30-14	65.00	POST CRESCENT SUBSCRIPTONLIBRARY
		11/20/2025	8329	100-0601-551.30-16	120.00	PROGRAMMING PRIZES LIBRARY
		11/20/2025	8337	100-0601-551.30-16	334.85	SW SUPPLIES LIBRARY
		11/20/2025	8540	824-0814-521.30-18	313.34	COMMUNITY OUTREACH EVENT POLICE
		11/20/2025	8561	100-0702-552.32-02	70.00	SCHEDULING PARK & REC
		11/20/2025	8989	743-0403-513.30-15	83.34	LAPTOP POWER CORDS IT
		11/20/2025	9061	100-0601-551.30-14	12.80	ROKUS LIBRARY
		11/20/2025	9067	100-0601-551.30-14	13.70	ROKUS LIBRARY
		11/20/2025	9091	100-0801-521.30-12	518.06	MONITORS/KEYBOARDS/BAGS PD
		11/20/2025	9262	100-0801-521.32-01	109.45	DUES/MEMBERSHIPS POLICE

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ELAN FINANCIAL SERVICES...	89063...	11/20/2025	9440	100-0304-562.21-06	98.38	PROJECT FRONT PORCH COMMUNITY DEVELOPMENT
		11/20/2025	9443	100-1001-514.30-18	46.28	RECYCLING CAN BUILDINGS
		11/20/2025	9454	100-0601-551.30-14	10.54	ROKUS LIBRARY
			Total for check: 89063		**18,271.90**	
ENGBERG ANDERSON ARCHITECTS	89064	11/20/2025	25390700-1	100-0304-562.21-02	10,830.00	COMP PLANNING SERVICES 253907.00
			Total for check: 89064		**10,830.00**	
EVERGREEN POWER	89065	11/20/2025	29233	100-0703-553.30-15	110.49	BRUSHCUTTER ATTACHMENT TOOLS
				100-1018-543.30-15	195.49	HANDHELD BLOWER TOOLS
			Total for check: 89065		**305.98**	
FACTORY MOTOR PARTS CO	89066	11/20/2025	18-2322239	731-1022-541.38-03	59.29	WIPER BLADES
		11/20/2025	18-Z34653	731-1022-541.38-03	(11.20)	BATTERY CORE -CREDIT
			Total for check: 89066		**48.09**	
FIVE STAR TELECOM INC	89067	11/20/2025	59085	100-0801-521.24-02	1,230.66	VERKADA VIEWING STATION
			Total for check: 89067		**1,230.66**	
FOX CITIES CHAMBER OF COMMERCE &	89068	11/20/2025	12734	492-0304-562.21-10	3,000.00	ECONOMIC DEV PLEDGE -3RD QTR
				493-0304-562.21-10	3,000.00	ECONOMIC DEV PLEDGE -4TH QTR
			Total for check: 89068		**6,000.00**	
GREAT BIG GRAPHICS LLC	89069	11/20/2025	11542	100-0304-562.30-10	166.00	BUSINESS CARDS
			Total for check: 89069		**166.00**	
GREEN BOYZ INC	89070	11/20/2025	195182	100-0501-522.24-03	47.50	FERTILIZER, WEED CONTROL

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GREEN BOYZ INC...	89070...	11/20/2025...	195182...	100-0801-521.24-03	47.50	FERTILIZER, WEED CONTROL
			Total for check: 89070		**95.00**	
HEART AND VASCULAR INSTITUTE OF WI	89071	11/20/2025	OCT2025	100-0801-521.80-05	100.00	CA SCORES W/OVERREAD
			Total for check: 89071		**100.00**	
HEARTLAND BUSINESS SYSTEMS	89072	11/20/2025	834226-H	743-0403-513.24-04	3,966.30	BARRACUDA EMAIL SECURITY
					4,534.40	BARRACUDA EMAIL SECURITY
			Total for check: 89072		**8,500.70**	
KWIK TRIP INC	89073	11/20/2025	4835642	100-0801-521.38-01	40.07	FUEL
			Total for check: 89073		**40.07**	
MATTHEWS TIRE INC	89074	11/20/2025	99699	731-1022-541.38-02	252.25	FLAT TIRE REPAIR
			Total for check: 89074		**252.25**	
MENARDS-APPLETON EAST	89075	11/20/2025	85084	470-0801-521.82-01	1,406.33	WOOD FOR SIDE FENCE PPF-2025-001
		11/20/2025	85236	470-0801-521.82-01	49.88	POLICE FENCE MATERIAL PPF-2025-001
		11/20/2025	85352	470-0801-521.82-01	21.60	STRAP PPF-2025-001
			Total for check: 89075		**1,477.81**	
MENASHA TREASURER	89076	11/20/2025	DRIVER TIP	100-0000-201.14-00	750.00	DRIVER TIP-ARK ENTCOUNTERBUS TRIP-$15/PER X 50 PP
			Total for check: 89076		**750.00**	
MENASHA UTILITIES	89077	11/20/2025	MENASHA UTIL.	100-0000-123.00-00	1,118.80	9/30/25-10/31/25-ELECTRIC
					318.16	9/30/25-10/31/25-WAT/SEW
					77.69	9/30/25-10/31/25-STORM
					9.29	9/30/25-10/31/25-ELECTRIC
					10.91	9/30/25-10/31/25-ELECTRIC
				100-0304-562.22-03	13.40	9/30/25-10/31/25-ELECTRIC

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MENASHA UTILITIES...	89077...	11/20/2025...	MENASHA UTIL....	100-0305-562.22-03	26.19	9/30/25-10/31/25-ELECTRIC
				100-0305-562.22-06	4.18	9/30/25-10/31/25-STORM
				100-0601-551.22-03	4,245.42	9/30/25-10/31/25-ELECTRIC
				100-0601-551.22-05	552.11	9/30/25-10/31/25-WAT/SEW
				100-0601-551.22-06	173.47	9/30/25-10/31/25-STORM
				100-0703-553.22-03	2,481.84	9/30/25-10/31/25-ELECTRIC
				100-0703-553.22-05	1,495.74	9/30/25-10/31/25-WAT/SEW
				100-0703-553.22-06	1,835.05	9/30/25-10/31/25-STORM
				100-0704-552.22-03	253.88	9/30/25-10/31/25-ELECTRIC
				100-0704-552.22-05	533.00	9/30/25-10/31/25-WAT/SEW
				100-0801-521.22-03	1,574.01	9/30/25-10/31/25-ELECTRIC
				100-0801-521.22-05	439.36	9/30/25-10/31/25-WAT/SEW
				100-0801-521.22-06	107.28	9/30/25-10/31/25-STORM
				100-0920-531.22-03	230.07	9/30/25-10/31/25-ELECTRIC
				100-0920-531.22-05	197.20	9/30/25-10/31/25-WAT/SEW
				100-1001-514.22-03	99.12	9/30/25-10/31/25-ELECTRIC
				100-1008-541.22-03	412.47	9/30/25-10/31/25-ELECTRIC
				100-1008-541.22-05	16.68	9/30/25-10/31/25-WAT/SEW
				100-1012-541.22-03	491.55	9/30/25-10/31/25-ELECTRIC
				100-1013-541.22-03	74.72	9/30/25-10/31/25-ELECTRIC
				100-1013-541.22-06	73.15	9/30/25-10/31/25-STORM
				100-1019-552.22-03	22.66	9/30/25-10/31/25-ELECTRIC
				207-0707-552.22-03	551.82	9/30/25-10/31/25-ELECTRIC
				207-0707-552.22-05	267.69	9/30/25-10/31/25-WAT/SEW
				207-0707-552.22-06	42.85	9/30/25-10/31/25-STORM
				501-0304-562.22-03	238.04	9/30/25-10/31/25-ELECTRIC
				501-0304-562.22-05	50.04	9/30/25-10/31/25-WAT/SEW
				501-0304-562.22-06	285.29	9/30/25-10/31/25-STORM
				601-1020-543.22-03	194.86	9/30/25-10/31/25-ELECTRIC
				731-1022-541.22-03	1,592.75	9/30/25-10/31/25-ELECTRIC
				731-1022-541.22-05	1,488.18	9/30/25-10/31/25-WAT/SEW
				731-1022-541.22-06	1,629.16	9/30/25-10/31/25-STORM
			Total for check: 89077		**23,228.08**	

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N&M AUTO SUPPLY	89078	11/20/2025	849855	731-1022-541.38-03	31.74	ACCESSORY RELAY	
			Total for check: 89078		**31.74**		
NORTHEAST ASPHALT INC	89079	11/20/2025	PAYMENT #3	470-0000-201.04-00	(7,647.75)	CONTRACT 2025-03	JEFF PARK BOAT LAUNCH
				470-0703-553.82-02	152,954.90	CONTRACT 2025-03	JEFF PARK BOAT LAUNCH
			Total for check: 89079		**145,307.15**		
NUTRITION SERVICE - SHERWOOD	89080	11/20/2025	SI-85754	100-0703-553.30-18	23.75	LAWN SEED SUPPLIES	
			Total for check: 89080		**23.75**		
OUTAGAMIE COUNTY CLERK OF COURTS	89081	11/20/2025	REPORT #25-8240	100-0000-201.03-00	6,831.00	REPORT #25-8240	
			Total for check: 89081		**6,831.00**		
PACKER CITY INTL TRUCKS INC	89082	11/20/2025	X103158769:01	731-1022-541.38-03	16.94	WORK LIGHTS/PARTS	
		11/20/2025	X103158769:02	731-1022-541.38-03	41.16	WORK LIGHTS/PARTS	
			Total for check: 89082		**58.10**		
R.N.O.W. INC	89083	11/20/2025	2025-77379	731-1022-541.38-03	1,708.40	JOYSTICK/PARTS	
		11/20/2025	2025-77380	731-1022-541.38-03	1,489.00	JOYSTICK, SEALED CAP	
			Total for check: 89083		**3,197.40**		
RUEKERT & MIELKE INC	89084	11/20/2025	160082	601-1020-543.21-02	237.50	SEPT 2025 SEWER BILLING	INDUSTRIAL SW MONITORING
			Total for check: 89084		**237.50**		
SAFE RESTRAINTS INC	89085	11/20/2025	TGP102725MPD	100-0801-521.30-15	3,314.24	WRAP SAFETY RESTRAINT (2)	
			Total for check: 89085		**3,314.24**		

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AARON SCHAEFER	89086	11/20/2025	REIMBURSEMENT	100-0801-521.34-03	12.00	BTAM TRAINING -MEALS REIMBURSEMENT-NOV
			Total for check: 89086		**12.00**	
SCHMALZ CUSTOM LANDSCAPING	89087	11/20/2025	17750	100-0304-562.21-06	1,024.82	TREES/SHRUBS
			Total for check: 89087		**1,024.82**	
SMT MANUFACTURING & SUPPLY LLC	89088	11/20/2025	0086722-IN	731-1022-541.38-03	23.13	BELTS/PARTS
		11/20/2025	0086727-IN	731-1022-541.38-03	56.60	FLANGE UNIT (2)
			Total for check: 89088		**79.73**	
STANTEC CONSULTING SERVICES INC	89089	11/20/2025	2425994	256-0304-562.21-06	13,780.40	PROFESSIONAL SERVICES BROWNFIELD ASSES. GRAN
		11/20/2025	2476182	256-0304-562.21-06	70,564.22	PROFESSIONAL SERVICES BROWNFIELD ASSES. GRAN
			Total for check: 89089		**84,344.62**	
STERICYCLE INC	89090	11/20/2025	8012549695	100-0801-521.30-10	85.05	REGULAR SERVICE CONSOLE
			Total for check: 89090		**85.05**	
SUPERIOR VISION INSURANCE PLAN	89091	11/20/2025	929515	100-0000-204.10-00	1,085.01	DECEMBER-VISION INSURANCE
			Total for check: 89091		**1,085.01**	
US POSTAL SERVICE	89092	11/20/2025	08022546	100-0000-133.00-00	6,000.00	POSTAGE
			Total for check: 89092		**6,000.00**	
ERIC VOIGHT	89093	11/20/2025	REIMBURSEMENT	100-0801-521.34-03	64.01	INTOXIMETER TRAINING -MEALS REIMBURSEMENT-NO
			Total for check: 89093		**64.01**	
WE ENERGIES	89094	11/20/2025	5696589482	100-0701-533.22-03	14.22	10/8/25-11/425-ELECTRIC NORTH STREET

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WE ENERGIES...	89094...	11/20/2025	5696647869	100-0701-533.22-03	14.22	10/8/25-11/425-ELECTRIC NORTH STREET
			Total for check: 89094		**28.44**	
WESTWOOD PROFESSIONAL SVCS INC	89095	11/20/2025	1251000449	470-1003-541.82-02	138.46	DESIGN-PAVEMENT MARKING STR-2025-05-PAYMENT #10
		11/20/2025	1251100778	470-1003-541.82-02	309.25	DESIGN-PAVEMENT MARKING STR-2025-05-PAYMENT #11
			Total for check: 89095		**447.71**	
WEYERS EQUIPMENT INC	89096	11/20/2025	01-250558	731-1022-541.38-03	295.75	BELTS/PARTS
			Total for check: 89096		**295.75**	
TERMINIX WIL-KIL	89097	11/20/2025	85567762	100-0601-551.24-03	46.87	PEST CONTROL MAINTENANCE MENASHA LIBRARY
		11/20/2025	85568001	731-1022-541.20-07	98.03	PEST CONTROL MAINTENANCE PUBLIC WORKS FACILITY
			Total for check: 89097		**144.90**	
WINNEBAGO COUNTY CLERK OF COURTS	89098	11/20/2025	REPORT #25-8066	100-0000-201.03-00	150.00	REPORT #25-8066
		11/20/2025	REPORT #25-8114	100-0000-201.03-00	650.00	REPORT #25-8114
		11/20/2025	REPORT #25-8121	100-0000-201.03-00	650.00	REPORT #25-8121
			Total for check: 89098		**1,450.00**	
WINNEBAGO COUNTY TREASURER	89099	11/20/2025	32268	100-0805-521.25-01	566.06	INMATE STAYS SEPTEMBER
			Total for check: 89099		**566.06**	
WISCO OIL LLC	89100	11/20/2025	19494	100-0000-131.00-00	20,085.93	FUEL
			Total for check: 89100		**20,085.93**	

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ZEP SALES & SERVICE	89101	11/20/2025	9012051042	731-1022-541.30-18	332.47	LUBRICANTS/SUPPLIES
			Total for check: 89101		**332.47**	
					358,779.76	

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ACCURATE	89102	11/26/2025	2513510	731-1022-541.30-18	377.85	NUTS, BOLTS, MISC SUPPLY
			Total for check: 89102		**377.85**	
AMAZON CAPITAL SERVICES	89103	11/26/2025	1GLW-HF4J-F4K3	824-0807-521.30-15	77.48	DOG FOOD
		11/26/2025	1RHW-K39R-HR7G	100-0801-521.30-18	222.49	GUN CLEANING MATERIALS, ANCHOR ROPE
			Total for check: 89103		**299.97**	
APPLETON NAIL NURSE LLC	89104	11/26/2025	NAIL APPTS	100-0920-531.20-05	174.00	NAIL APPOINTMENTS-NOV
			Total for check: 89104		**174.00**	
ARROW AUDIO INC	89105	11/26/2025	27126	470-0405-513.80-05	6,283.08	ADD. WIRELESS TRANSMITTER(3) ADM-2025-001
		11/26/2025	27262	470-0405-513.80-05	730.00	INSTALLATION-3 WIRELESS TRANSMITTERS-ADM-2025-0(
			Total for check: 89105		**7,013.08**	
AUTOMOTIVE SUPPLY COMPANY	89106	11/26/2025	012229145	731-1022-541.38-03	75.00	REFACE PARTS
			Total for check: 89106		**75.00**	
BERGSTROM FORD LINCOLN	89107	11/26/2025	113223	731-1022-541.38-04	85.12	EXHAUST SENSOR OUTSIDE PARTS
		11/26/2025	113242	731-1022-541.38-04	91.64	WINDOW SWITCH OUTSIDE PARTS
			Total for check: 89107		**176.76**	
BOBCAT PLUS	89108	11/26/2025	IA22095	731-1022-541.38-03	97.35	FUEL FILTER
			Total for check: 89108		**97.35**	
BROOKS TRACTOR	89109	11/26/2025	D37844	731-1022-541.38-03	1,036.48	FLYWHEEL PARTS
			Total for check: 89109		**1,036.48**	

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CDW GOVERNMENT INC	89110	11/26/2025	AG9WI4V	743-0403-513.24-04	2,764.53	ADOBE LICENSES
			Total for check: 89110		**2,764.53**	
CIVICPLUS LLC	89111	11/26/2025	354327	100-0405-513.21-08	76.64	MEETING RECORDING -CLOSED CAPTIONING
			Total for check: 89111		**76.64**	
CLIFTONLARSONALLEN LLP	89112	11/26/2025	L251628849	100-0401-513.21-03	1,086.30	WEDC EXAMINATION PROGRESS BILLING
				456-0000-201.02-00	1,483.16	TID #4 AUDIT PROGRESS BILLING
		11/26/2025	L251706360	100-0401-513.21-03	818.46	WEDC EXAMINATION PROGRESS BILLING
				456-0000-201.02-00	406.64	TID #4 AUDIT PROGRESS BILLING
			Total for check: 89112		**3,794.56**	
COMPLETE OFFICE OF WISCONSIN	89113	11/26/2025	19444	100-0920-531.30-10	92.28	PAPER-SENIOR CENTER
		11/26/2025	25319	731-1022-541.30-10	22.63	PHONE BOOK, RUBBER BANDS,PAPER
			Total for check: 89113		**114.91**	
FACTORY MOTOR PARTS CO	89114	11/26/2025	18-2324633	731-1022-541.38-03	489.82	FILTERS, BATTERY, WIPER BLADES, PARTS
		11/26/2025	50-6428912	731-1022-541.38-03	12.48	OIL FILTER, PARTS
			Total for check: 89114		**502.30**	
FIVE STAR TELECOM INC	89115	11/26/2025	58710	470-0703-553.82-02	495.36	CIRCLE JUNCTION BOX MOUNTJEFFERSON PARK CAMER
			Total for check: 89115		**495.36**	
FOX VALLEY HUMANE ASSOCIATION	89116	11/26/2025	6305	100-0806-532.25-01	396.00	AUGUST-ANIMALS HANDLED ANIMALS RTO
			Total for check: 89116		**396.00**	
ALEJANDRA GOMEZ	89117	11/26/2025	01234	100-0000-441.25-00	190.48	INSTRUCTOR SERVICES -CUSTOM TEAM JACKETS (4)
			Total for check: 89117		**190.48**	

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HEARTLAND BUSINESS SYSTEMS	89118	11/26/2025		743-0403-513.24-04	4,235.40	CISCO DUO LICENSE
			Total for check: 89118		**4,235.40**	
PAULETTE JAMES	89119	11/26/2025	REFUND	100-0000-201.14-00	120.00	IT'S A WONDERFUL LIFE -REFUND
			Total for check: 89119		**120.00**	
JOMAR QSUB INC DBA ROAD EQUIPMENT	89120	11/26/2025	2500874218	731-1022-541.38-04	337.84	AUTOMATIC SLACK ADJUSTER OUTSIDE PARTS
			Total for check: 89120		**337.84**	
JX ENTERPRISES INC	89121	11/26/2025	24135113P	731-1022-541.38-03	125.22	FUEL CAP, PARTS
			Total for check: 89121		**125.22**	
MATTHEWS TIRE INC	89122	11/26/2025	99803	731-1022-541.38-02	326.00	TIRES
		11/26/2025	99804	731-1022-541.38-02	326.00	TIRES
		11/26/2025	99805	731-1022-541.38-02	326.00	TIRES
		11/26/2025	99872	731-1022-541.38-04	550.48	OUTSIDE PARTS PD STOCK
			Total for check: 89122		**1,528.48**	
MENARDS-APPLETON EAST	89123	11/26/2025	85669	100-0703-553.30-18	99.95	LIGHTS, SUPPLIES
			Total for check: 89123		**99.95**	
MENASHA NEENAH MUNICIPAL COURT	89124	11/26/2025	REPORT #25-121	100-0000-201.03-00	100.00	REPORT #25-121
			Total for check: 89124		**100.00**	
POSTMASTER	89125	11/26/2025	STAMPS	100-1006-541.30-11	78.00	STAMPS
				266-1027-543.30-11	78.00	STAMPS
				266-1028-543.30-11	78.00	STAMPS
			Total for check: 89125		**234.00**	

AP Check Register
Check Date: 11/26/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA UTILITIES	89126	11/26/2025	5194	601-0401-513.25-01	22,991.82	OCT-SEWER CHARGES
				625-0401-513.25-01	2,139.66	OCT-STORMWATER CHARGES
		11/26/2025	MENASHA UTIL.	100-0305-562.22-05	54.22	9/29/25-10/29/25-WAT/SEW
				100-0305-562.22-06	12.54	9/29/25-10/29/25-STORM
				100-0601-551.22-07	63.23	9/29/25-10/29/25-LIBRARY -DARK FIBER
				100-0703-553.22-05	447.34	9/29/25-10/29/25-WAT/SEW
				100-0703-553.22-06	126.46	9/29/25-10/29/25-STORM
				100-0704-552.22-07	446.36	9/29/25-10/29/25-POOL -DARK FIBER
				100-1012-541.22-03	84.29	9/29/25-10/29/25-ELECTRIC
					10,643.52	OCT STREET LIGHTING
				100-1013-541.22-03	12.36	9/29/25-10/29/25-ELECTRIC
				100-1013-541.22-05	56.90	9/29/25-10/29/25-WAT/SEW
				100-1013-541.22-06	246.63	9/29/25-10/29/25-STORM
				100-1014-543.22-05	16.68	9/29/25-10/29/25-WAT/SEW
				100-1014-543.22-06	80.47	9/29/25-10/29/25-STORM
				100-1019-552.22-05	49.42	9/29/25-10/29/25-WAT/SEW
				100-1019-552.22-07	196.21	9/29/25-10/29/25 -DARK FIBER
				207-0707-552.22-07	57.44	9/29/25-10/29/25-MARINA -DARK FIBER
				487-0305-562.22-06	14.63	9/29/25-10/29/25-STORM
				501-0304-562.22-06	4.18	9/29/25-10/29/25-STORM
				731-1022-541.22-07	595.45	9/29/25-10/29/25-GARAGE -DARK FIBER
				743-0403-513.21-04	165.69	9/29/25-10/29/25-IT -INTERNET
				743-0403-513.22-07	504.59	9/29/25-10/29/25-IT -DARK FIBER
			Total for check: 89126		**39,010.09**	
MENOMONEE FALLS HIGH SCHOOL	89127	11/26/2025	095	100-0000-441.25-00	108.00	RELEVE DANCE TEAM (6)
		11/26/2025	096	100-0000-441.25-00	90.00	RELEVE DANCE TEAM (5)
			Total for check: 89127		**198.00**	
MORTON SAFETY	89128	11/26/2025	235975	731-1022-541.30-18	48.95	JACKET SUPPLIES
			Total for check: 89128		**48.95**	
N&M AUTO SUPPLY	89129	11/26/2025	850273	731-1022-541.38-03	6.35	SENSOR SOCKET, PARTS

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
N&M AUTO SUPPLY...	89129...	11/26/2025	850353	731-1022-541.30-18	37.08	OIL, SUPPLIES
				731-1022-541.38-03	38.64	CABLE DISCONNECT SET PARTS
		11/26/2025	850384	731-1022-541.38-03	8.89	BATTERY SWITCH KNOB PARTS
			Total for check: 89129		**90.96**	
NEENAH-MENASHA SEWERAGE COMMISSION	89130	11/26/2025	2025-199	601-1021-543.25-01	29,854.88	OCT-WASTEWATER TREATMENT
		11/26/2025	2025-205	601-1021-543.25-01	2,804.00	CWFL-INTEREST
					13,286.00	CWFL-DEBT
					833.00	SS BLDG-INTEREST
					2,000.00	SS BLDG-DEBT
			Total for check: 89130		**48,777.88**	
CITY OF NEENAH	89131	11/26/2025		255-0501-522.30-15	8,619.07	TURN OUT GEAR
				470-0501-522.30-15	184.82	HELMET
					1,346.51	THERMAL IMAGING CAMERA
		11/26/2025	FIRE/RESCUE	100-0501-522.25-01	339,586.00	FIRE/RESCUE SERVICES -DECEMBER
			Total for check: 89131		**349,736.40**	
OLD DOMINION BRUSH	89132	11/26/2025	9747831	731-1022-541.38-03	3,050.50	CLUTCH ASSEMBLY PARTS
			Total for check: 89132		**3,050.50**	
LINDA PALMBACH	89133	11/26/2025	MILEAGE	100-0903-531.33-01	40.39	MILEAGE REIMBURSEMENT OCTOBER 2025
			Total for check: 89133		**40.39**	
MEGHAN PAULY	89134	11/26/2025	MILEAGE	100-0903-531.33-01	16.80	MILEAGE REIMBURSEMENT SEPT 2025
				100-0905-531.33-01	13.86	MILEAGE REIMBURSEMENT OCTOBER 2025
			Total for check: 89134		**30.66**	
QUENCH USA INC	89135	11/26/2025	INV09724556	100-0801-521.80-05	99.00	WATER FLAVORING

AP Check Register
Check Date: 11/26/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
QUENCH USA INC...	89135...	11/26/2025	INV09828582	100-0801-521.80-05	99.00	WATER FLAVORING
			Total for check: 89135		**198.00**	
R.N.O.W. INC	89136	11/26/2025	2025-77406	731-1022-541.38-03	66.45	SEALED CAP, PARTS
			Total for check: 89136		**66.45**	
FRANCISCO RAMIREZ	89137	11/26/2025	RENTAL DEP REFD	100-0000-201.11-00	100.00	RENTAL SECURITY DEPOSIT -REFUND
			Total for check: 89137		**100.00**	
RECDESK LLC	89138	11/26/2025	RD-001994	743-0403-513.24-04	5,040.00	ANNUAL SUBSCRIPTION
			Total for check: 89138		**5,040.00**	
REINDERS INC	89139	11/26/2025	6085390-00	731-1022-541.38-03	215.03	SWITCH, NUT-SWITCH (2) PARTS
			Total for check: 89139		**215.03**	
ROCK SOLID BRICK REPAIR LLC	89140	11/26/2025	RESTORATION #1	470-0703-553.82-01	20,250.00	HISTORIC TUCKPOINTING PR-2025-008
			Total for check: 89140		**20,250.00**	
DIANE SCHABACH	89141	11/26/2025	812404	207-0707-552.21-06	1,140.31	CREDIT CARD PROCESS. FEES2025
			Total for check: 89141		**1,140.31**	
STERICYCLE INC	89142	11/26/2025	8012603351	100-0801-521.21-05	15.66	STERI-SAFE BUDGET SUBSCRIPTION-DEC
			Total for check: 89142		**15.66**	
SUPERION LLC	89143	11/26/2025	450366	743-0403-513.24-04	3,689.82	FINANCIAL SOFTWARE -DECEMBER
			Total for check: 89143		**3,689.82**	

AP Check Register
Check Date: 11/26/2025

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
TERRAVENTURE ADVISORS LLC	89144	11/26/2025	2780	470-1003-541.82-02	2,715.28	REAL ESTATE SVCS-MAY-SEPTSTR-2025-002
			Total for check: 89144		**2,715.28**	
VANDE HEY COMPANY INC	89145	11/26/2025	70287	100-0408-552.21-06	3,000.00	CURTIS REED TREE LIGHTING
				100-0703-553.24-05	2,112.50	CURTIS REED TREE LIGHTING
			Total for check: 89145		**5,112.50**	
WATERTOWN UNIFIED SCHOOL DISTRICT	89146	11/26/2025	NOVICE POM REG.	100-0000-441.25-00	208.00	NOVICE POM REGISTRATION -6 DANCERS + LATE FEE
		11/26/2025	POM REG.	100-0000-441.25-00	208.00	POM REGISTRATION -6 DANCERS + LATE FEE
			Total for check: 89146		**416.00**	
WE ENERGIES	89147	11/26/2025	5716039582	100-0000-123.00-00	379.23	GAS-N-M FIRE 10/17/25-11/16/25
				100-0601-551.22-04	1,126.49	GAS-LIBRARY 10/17/25-11/16/25
				100-0703-553.22-04	622.13	GAS-PARKS 10/17/25-11/16/25
				100-0704-552.22-04	26.35	GAS-POOL 10/17/25-11/16/25
				100-0801-521.22-04	523.71	GAS-POLICE 10/17/25-11/16/25
				100-0920-531.22-04	134.75	GAS-SENIOR CENTER 10/17/25-11/16/25
				100-1019-552.22-03	17.58	GAS-BRIDGE 10/17/25-11/16/25
				207-0707-552.22-04	28.35	GAS-MARINA 10/17/25-11/16/25
			Total for check: 89147		**2,858.59**	
WISCOLIFT INC	89148	11/26/2025	STDORD00037531	731-1022-541.30-18	254.28	POLY SLING, SUPPLIES
			Total for check: 89148		**254.28**	
					507,421.91	

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON November 7, 2025 **[DATE] IS (~~AGENT OF BUYER~~) (AGENT OF SELLER/~~LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE**

The Buyer, City of Menasha offers to purchase the Property known as 800 Ninth St., part of PIN 121035315, as demarcated as Lot 2 on the attached proposed CSM [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the Village of Fox Crossing, County of Winnebago Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is four hundred ninety five thousand and no cents Dollars ($ 495,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none

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

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: none

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as 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; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before 30 days of receipt of Offer.

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.

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 <u>both</u> binding acceptance and performance.

CLOSING This transaction is to be closed on or before 90 days from date of offer located on line 1 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ 0 accompanies this Offer.

If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

■ EARNEST MONEY of $ 0 will be mailed, or commercially, electronically or personally delivered within 0 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (~~listing Firm~~) (drafting Firm) (other identified as N/A) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

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

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer'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 the Firm holding the earnest money within 60 days after the date set for closing, that Firm 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; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm'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 the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm'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 one-to-four dwelling units. 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 Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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.

VACANT LAND DISCLOSURE REPORT Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

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 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated N/A - See below, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and Sale of Property as is - principal of Seller is deceased and personal representative has no knowledge of the Property
____
______________________ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

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

b. Impact fees or another condition or occurrence 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.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

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

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _______ days ("15" if left blank) after 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 7 days after the deadline for delivery, 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.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, 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 a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize 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 https://dnr.wisconsin.gov/topic/forestry .

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 Bureau or visit http://www.revenue.wi.gov/ .

FARMLAND PRESERVATION: 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 per acre 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 as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving 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 uniform shoreland zoning ordinances in compliance with 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 if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/ . Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

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.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. 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 or 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 that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within 30____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to 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 contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of:____

____

____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** 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 251-255. 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 251-255 CHECK ALL THAT APPLY ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: ____ .

☐ **EASEMENTS AND RESTRICTIONS:** 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 251-255.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: ____

____.

☐ **UTILITIES:** Written verification of the location of the following utility service connections (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 ____ .

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other ________________________________ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within ________ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **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 ("30" if left blank) after 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 that 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 5 days after 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. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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 for 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 or licensees or both 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 that 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 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of ______________________________ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 90 days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer 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 do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 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.

■ **RIGHT TO CURE:** Seller (shall)~~(shall not)~~ STRIKE ONE ("shall" if neither is stricken) have the 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 ("10" if left blank) days after 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 no later than three 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 the right to cure; or

(2) Seller has the 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.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

[ ] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written ______________ [loan type or specific lender, if any] first mortgage loan commitment as described below, within ________ days after 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 $ ____________. Buyer acknowledges that lender's required 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 shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed ________ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any 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 371 or 372.

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

☐ **ADJUSTABLE RATE FINANCING:** The initial 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 __________% ("2" if left blank) at the first adjustment and by not more than __________% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus ___________% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: 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 a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment 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.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under 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, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and 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 COMMITMENT Within __________ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) ____
____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment 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 commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon 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 stated on line 1 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 after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within ______ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at ____________________ no later than ____________________ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

[ ] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _________ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

(2) Written waiver of ____________________ (name other contingencies, if any); and

(3) Any of the following checked below:

[ ] Proof of bridge loan financing.

[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: ____________________

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

[ ] **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 ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).

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 or homeowners association assessments, fuel and ____________________.

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 :

[ ] 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).

[X] Seller responsible for all of 2025 real estate taxes.

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.

[ ] 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 Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (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 Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and ________________________________ ____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ 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 the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ 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 commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. 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 516-523).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 20 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 489-498, 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 15 days ("15" 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. If Seller is unable to remove said objections, Buyer shall have five 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, 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/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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).

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 ____ ____ ____________________________ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

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. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, 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: “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. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. 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. “Midnight” is defined as 11:59 p.m. Central Time.

■ 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.

■ FIRM: “Firm” means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: “Party” means the Buyer or the Seller; “Parties” refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, “Property” means the real estate described at lines 4-8.

INCLUSION OF 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.

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

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

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; (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; and (iv) distribute copies of this Offer to the seller or seller’s agent of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer’s occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated 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.

BUYER’S PRE-CLOSING WALK-THROUGH Within three 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.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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 that 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. THE FIRM AND ITS AGENTS 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.

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.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total “Amount Realized” in the sale if the transferor (Seller) is a “Foreign Person” and no exception from FIRPTA withholding applies. A “Foreign Person” is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The “Amount Realized” is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller’s non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller’s non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

Approval of form of ingress/egress easement with future owner of proposed Lot 1.

Approval and recording of the proposed CSM attached to Offer.

This is an As-Is sale. Buyer is free to conduct whatever inspections or testing it wishes, and may terminate the Offer for any reason related to a condition of the Property prior to Closing.

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 authorized methods specified at lines 668-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Andrew Dane, City of Menasha

Name of Buyer's recipient for delivery, if any: Atty. William McKinley, Menn Law Firm, Ltd

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

Seller: (________) ____________________ Buyer: (________) ____________________

[ ] (3) Commercial: 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, for delivery to the Party's address at line 679 or 680.

[ ] (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, for delivery to the Party's address.

Address for Seller: ____________________

Address for Buyer: ____________________

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: adane@menashawi.gov

Email Address for Buyer: william-mckinley@mennlaw.com

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.

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

This Offer was drafted by [Licensee and Firm] Atty. Will McKinley | Menn Law Firm, Ltd.

____

(x) ____________________

Buyer's Signature ▲ Print Name Here ▶ Date ▲

(x) ____________________

Buyer's Signature ▲ Print Name Here ▶ Date ▲

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 ▶ Craig Youngbeck, PR for Estate of Philip Majerus, Sole Member of Commerce Partners, LLC 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.

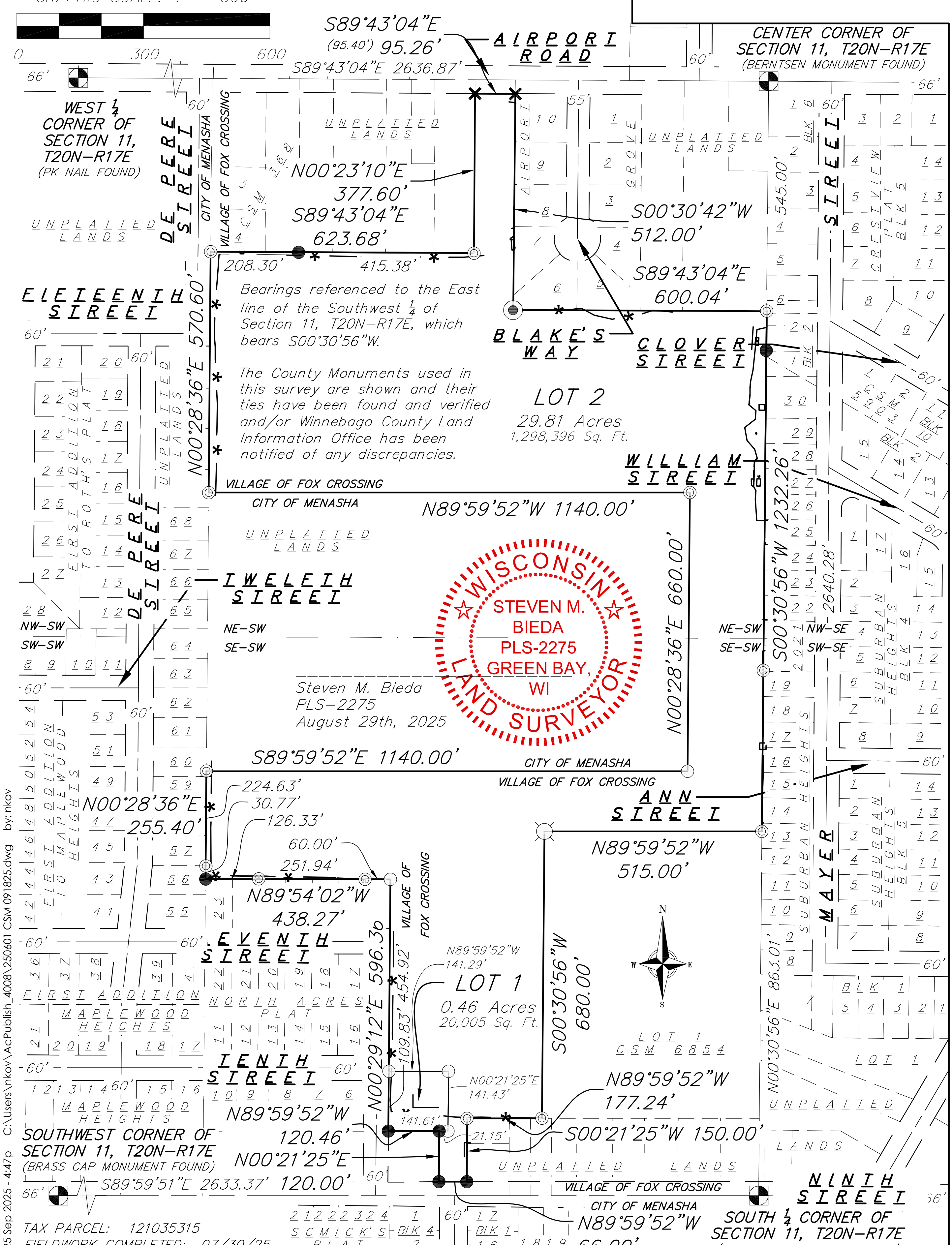
This Offer is rejected ________ ______ This Offer is countered [See attached counter] ________ ______

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

CERTIFIED SURVEY MAP No.______

ALL OF LOT 1, VOLUME 1, CERTIFIED SURVEY MAP, PAGE 7141, MAP NO. 7141, DOCUMENT NO. 1723499, WINNEBAGO COUNTY RECORDS, BEING LOCATED IN PART OF NORTHEAST ¼ OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, T20N-R17E, VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN.

GRAPHIC SCALE: 1" = 300'



TAX PARCEL: 121035315
FIELDWORK COMPLETED: 07/30/25

vierbicher
planners | engineers | advisors

Job #: 250601
Date: 08/29/25
Rev: 09/25/25
Drafted By: NKOV
Checked By: MLON

SURVEYED FOR:
COMMERCE PARTNERS LLC
800 NINTH ST
MENASHA WI 54952
DRAWING NO. L-12520

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SHEET 1 OF 9

25 Sep 2025 - 4:47p C:\Users\nkov\AcPublish_4008\250601 CSM 091825.dwg by: nkov

RESOLUTION R-29-25

A RESOLUTION LEVYING TAXES FOR THE PURPOSE OF PAYING THE OPERATING EPENSES FOR THE YEAR 2026 FOR THE CITY OF MENASHA

INTRODUCED BY: Mayor Hammond

BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF MENASHA, WISCONSIN, RESOLVED:

That for the purpose of paying the City of Menasha operating expenses for the year 2026, there is hereby levied on all taxable property in the City of Menasha the amount of *$12,974,579.03* which includes *$1,154,124.03* in Tax Incremental Financing District Funds.

That for the purpose of paying the Menasha Joint School District and Appleton Area School District tax as certified, there is hereby levied on all taxable property in the City of Menasha the amount of *$17,826,292.23* which includes *$1,348,185.65* in Tax Incremental Financing District Funds.

That for the purpose of paying the Fox Valley Technical College District tax as certified, there is hereby levied on all taxable property in the City of Menasha the amount of *$1,376,277.34* which includes *$122,423.66* in Tax Incremental Financing District Funds.

That for the purpose of paying the State of Wisconsin, Winnebago County and Calumet County tax as certified, there is hereby levied on all taxable property of the City of Menasha the amount of *$6,259,151.43* which includes *$552,873.54* in Tax Incremental Financing District Funds.

AND IT IS FURTHER RESOLVED that the total of the above four levies in the amount of *$38,436,300.03* shall be the 2025 tax levy on all real property in the City of Menasha.

AND IT IS FURTHER RESOLVED that a property tax mill rate for each taxing entity will be established when the assessed valuation for each taxing entity has been properly certified.

AND BE IT FURTHER RESOLVED that the City Comptroller/Treasurer be, and hereby is, authorized to prepare a tax roll for the City of Menasha for the year 2025 and spread the above stated tax and State Lottery Credits, School Tax Credits and First Dollar Credits upon said roll and the City Clerk is directed to sign a warrant for the collection of said tax.

Adopted this 1st day of December 2025.

Recommended by:
____

Motion/Second:
____

Pass/Fail: ________

Requires: __X__Majority Vote
____ 2/3 Vote

____
Austin R. Hammond, Mayor

ATTEST:

____
Kaija Snyder, City Clerk

Menasha

RESOLUTION R-30-25

A RESOLUTION OF THE CTY OF MENASHA ADOPTING ITS GENERAL, SPECIAL REVENUE, CAPITAL PROJECTS, DEBT SERVICE, ENTEPRISE, AND INTERNAL SERVICE FUNDS AND COMPONENT UNIT 2026 BUDGETS.

INTRODUCED BY: Mayor Hammond

WHEREAS, the Mayor has prepared, submitted, and recommended the Operating and Capital Improvements Program Budgets for the year 2026, wherein is listed anticipated expenditures for said year, which budgets have been filed with the Common Council and the City Clerk, and is available for public inspection; and

WHEREAS, the Common Council reviewed the various fund budgets for the year 2026 as prepared, reviewed, and modified and hereby adopted as follows:

GENERAL FUND	$21,577,774
SPECIAL REVENUE FUNDS	
Housing Rehab/Façade Improvements	$10,000
Marina	213,901
Park Development	5,000
Community Development Block Grant	64,050
Recycling	514,795
Strong Neighborhoods	606,500
Library Endowment	25,000
Hattie Miner Scholarship	1,000
Public Safety Donations	18,300
Park & Recreation Donations	45,500
EPA Brownfield Grant	188,472
Senior Center Fundraising	$1,000
CAPITAL PROJECTS FUNDS	
Capital Improvements	$5,985,350
TIF District #7	111,658
TIF District #8	71,971
TIF District #10	194,826
TIF District #11	291,905
TIF District #12	944,998
TIF District #13	1,050,936

DEBT SERVICE FUND	$4,321,626
ENTERPRISE FUNDS	
Sewage Treatment Utility	$2,955,934
Stormwater Utility	2,253,958
INTERNAL SERVICE FUNDS	
Public Works Facility	$1,490,683
Property & Liability Insurance	249,380
Self-Funded Dental Insurance	137,700
Street Equipment	1,049,000
Information Technology	663,383
COMPONENT UNIT	
Redevelopment Authority	435,540
Total Funds Budgets for 2026	$45,480,140

BE IT FURTHER RESOLVED that there is hereby appropriated for the various purposes set up in said budgets the sums all as set forth for each fund.

BE IT FURTHER RESOLVED that this resolution shall be in force from and after its passage and publication as provided by law.

Adopted this 1st day of December 2025.

Recommended by:
____

Motion/Second:
____

Pass/Fail: ________

Requires: __X__Majority Vote
____ 2/3 Vote

____
Austin R. Hammond, Mayor

ATTEST:

____
Kaija Snyder, City Clerk

Menasha

RESOLUTION R-31-25

A RESOLUTION AUTHORIZING 2026 GENERAL OBLIGATION BORROWING AND THE ISSUANCE OF CERTIFICATE OF INDEBTEDNESS AND LEVYING A TAX IN CONNECTINON THEREWITH

INTRODUCED BY: Mayor Hammond

WHEREAS, The City of Menasha Common Council has included a general obligation borrowing of $5,985,350 in the 2026 budget for the purpose of general capital improvements; and,

WHEREAS, The City of Menasha is regularly monitoring existing debt obligations and analyzing the obligations for the potential of interest savings that can be achieved through refinancing.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council authorizing and directing the Finance Director to proceed with the following: the new money, general obligation borrowing of $5,985,350 for 2026; and the analysis and refinancing of any additional existing debt that will save the City money on interest costs in 2026 and beyond.

AND IT IS FURTHER RESOLVED that the Finance Director will present all formal borrowing requests to Council for proper authorization when the timing is appropriate in 2026.

Adopted this 1st day of December 2025.

Recommended by:
____

Motion/Second:
____

Pass/Fail: _________

Requires: __X__ Majority Vote
____ 2/3 Vote

____
Austin Hammond, Mayor

ATTEST:

____
Kaija Snyder, City Clerk