

**PUBLIC HEARING
MEETING OF THE ELECTORS
TOWN OF NEENAH TOWN BOARD
Meeting Agenda**

DATE: Monday, November 11, 2024

TIME: 7:00 pm Public Hearing, Meeting of the Electors and regularly scheduled Town Board Meeting

LOCATION: 1600 Breezewood Lane

The meeting will also be offered virtually via ZOOM.

Meeting ID : 872 7949 3861 Password: 052254 Phone (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/87279493861?pwd=6otLEBdkKrnEzZJbA5CZMJY0SMLYdC.1>

PUBLIC HEARING AND 2025 PROPOSED BUDGET PRESENTATION

NOTICE IS HEREBY GIVEN that on **Monday, November 11, 2024, at 7:00 pm**, a Public Hearing on the 2025 Proposed Budget will be held at the Town of Neenah Municipal Building, 1600 Breezewood Lane, Neenah, pursuant to Section 65.90(1) of Wis. Stats. The proposed budget, in detail, is available for inspection at the clerk's office during normal business hours. Attached is a summary of the proposed 2025 budget.

TOWN MEETING OF THE ELECTORS

NOTICE IS HEREBY GIVEN that on **Monday, November 11, 2024, immediately following the completion of the Public Hearing on the proposed 2025 budget, which begins at 7:00 pm**, a Special Town Meeting of the Electors will be held at the Town's Municipal Building, 1600 Breezewood Lane, Neenah, pursuant to Section 60.12(1)(c) of Wis. Stats. by the Town Board for the following purposes:

1. Resolution 2024-16: Resolution for Town Electors to approve the 2024 Town Tax Levy of \$553,649 to be collected in 2025 pursuant to Section 60.10(1)(a) of Wis. Stats.
2. Resolution 2024-17. Authorize sale of Town property: 30.55 acres for the price of \$800,000 to Jeffrey D. Ogden, parcels 010-021808 and 010-0280603.

TOWN BOARD MEETING Immediately following the completion of the Meeting of the Electors

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES October 28, 2024 Town Board Meeting
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
 - a. Building Permit Report – October 2024
 - b. 2024 Budget Status Report as of October 31, 2024
6. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions November 11, 2024
 - b. Approve Resolution 2024-19 – Adopt the 2025 Town of Neenah and Stormwater Utility District Budgets.
 - c. Approve Resolution 2024-20 – Approve 2025 Compensation Schedule
 - d. Approve Resolution 2024-21 - Accept Offer to Purchase from Jeffrey D Ogden for Town of Neenah property, parcels 010-021808 and 010-0280603; 30.55 acres for the price of \$800,000.
 - e. Cancel Regularly Scheduled Town Board Meeting for December 23, 2024
7. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Sanitary District Commission Public Hearing and Commissioner Meeting, Tuesday November 12, 2024 at 7:00 p.m.
 - b. Stormwater Utility District Meeting, Thursday November 14, 2025 at 8:00 a.m.
 - c. Plan Commission Meeting, Monday November 18, 2024, at 7:00 p.m. pending Plan commission business.
 - d. Next Town Board Meeting, Monday November 25, 2024 at 7:00 p.m.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN

Closed Session Contemplated: NO

Ellen Skerke, Administrator-Clerk-Treasurer
November 9, 2024

Upon request, reasonable auxiliary aids and services will be provided for disabled individuals. If accommodations are required, please provide adequate advance notice to Town Clerk at 920-725-0916. A quorum of other Town Commissions/Committees or Sanitary Commissions may attend, but no official action will be taken by them.

Notice was posted on November 9, 2024 at www.townofneenah.com, Town of Neenah Municipal Building, 1600 Breezewood Lane.

**Town of Neenah
Winnebago County
2025 Proposed Budget**

| General Fund | Actual 2023 | Amended Budget 2024 | Year End Estimate 2024 | Proposed Budget 2025 | Percent Change |
|--|------------------------|------------------------------------|---------------------------------------|-------------------------------------|---------------------------|
| REVENUES: | | | | | |
| General Property Taxes | \$ 467,517 | \$ 439,620 | \$ 439,474 | \$ 555,149 | 26.3% |
| Intergovernmental Revenues | \$ 456,574 | \$ 658,983 | \$ 661,264 | \$ 2,739,224 | 315.7% |
| Licenses & Permits | \$ 40,553 | \$ 69,056 | \$ 44,102 | \$ 44,000 | -36.3% |
| Fines, Forfeitures & Penalties | \$ - | \$ - | \$ - | \$ - | |
| Public Charges for Services | \$ 2,726 | \$ 2,840 | \$ 3,163 | \$ 2,680 | -5.7% |
| Intergovernmental Charges for Services | \$ 202,666 | \$ 202,666 | \$ 203,231 | \$ 202,666 | 0.0% |
| Miscellaneous Revenues | \$ 129,588 | \$ 116,788 | \$ 163,652 | \$ 89,695 | -23.2% |
| Other Financing Sources | \$ 53,000 | \$ 52,999 | \$ 35,000 | \$ 66,250 | |
| Proceeds from Long Term Debt | \$ 804,696 | \$ - | \$ - | \$ - | |
| TOTAL REVENUES | \$ 2,157,320 | \$ 1,542,953 | \$ 1,549,886 | \$ 3,699,664 | 139.8% |
| Cash Balance Applied | \$ (51,789) | \$ 917,618 | \$ 632,090 | \$ 838,663 | -8.6% |
| TOTAL REV. & CASH BALANCE APPLIED | \$ 2,105,531 | \$ 2,460,571 | \$ 2,181,976 | \$ 4,538,327 | 84.4% |
| EXPENDITURES: | | | | | |
| General Government | \$ 544,262 | \$ 712,337 | \$ 688,802 | \$ 417,189 | -41.4% |
| Public Safety | \$ 175,271 | \$ 372,228 | \$ 674,201 | \$ 192,918 | -48.2% |
| Public Works | \$ 876,732 | \$ 709,648 | \$ 670,850 | \$ 3,643,891 | 413.5% |
| Health & Human Services | \$ - | \$ - | \$ - | \$ - | 0.0% |
| Culture, Recreation & Education | \$ 121,476 | \$ 121,426 | \$ 103,845 | \$ 121,426 | 0.0% |
| Fire Department Outlay | \$ 315,000 | \$ 500,653 | \$ - | \$ - | |
| Debt Service | \$ 72,790 | \$ 44,279 | \$ 44,279 | \$ 162,904 | 267.9% |
| TOTAL EXPENDITURES | \$ 2,105,531 | \$ 2,460,571 | \$ 2,181,976 | \$ 4,538,327 | 84.4% |
| Fund Balance January 1 | \$ 1,786,329 | \$ 1,462,523 | \$ 1,838,118 | \$ 1,206,028 | |
| Net Change in Fund Balance | \$ 51,789 | \$ (273,191) | \$ (632,090) | \$ (838,663) | |
| Fund Balance December 31 | \$ 1,838,118 | \$ 1,189,332 | \$ 1,206,028 | \$ 367,365 | |

**Town of Neenah
Winnebago County
2025 Proposed Budget**

| | Actual 2023 | Budget 2024 | Year End Estimate 2024 | Proposed Budget 2025 |
|---|---------------------|---------------------|------------------------------|----------------------------|
| Other Funds | | | | |
| <u>American Rescue Plan Act Fund</u> | | | | |
| Fund Balance January 1 | \$ 369,166 | \$ 20,802 | \$ 514,166 | \$ - |
| Net Change in Fund Balance | \$ 145,000 | \$ (20,802) | \$ (514,166) | \$ - |
| Fund Balance December 31 | <u>\$ 514,166</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| <u>Impact Fee Fund</u> | | | | |
| Fund Balance January 1 | \$ 7,008 | \$ 8,016 | \$ 8,016 | \$ 8,026 |
| Net Change in Fund Balance | \$ 1,008 | \$ 1,500 | \$ 10 | \$ 1,500 |
| Fund Balance December 31 | <u>\$ 8,016</u> | <u>\$ 9,516</u> | <u>\$ 8,026</u> | <u>\$ 9,526</u> |
| <u>Tullar Road Fund</u> | | | | |
| Fund Balance January 1 | \$ 34,830 | \$ 37,525 | \$ 37,207 | \$ 42,011 |
| Net Change in Fund Balance | \$ 2,377 | \$ 2,750 | \$ 4,804 | \$ 5,000 |
| Fund Balance December 31 | <u>\$ 37,207</u> | <u>\$ 40,275</u> | <u>\$ 42,011</u> | <u>\$ 47,011</u> |
| <u>Stormwater Fund</u> | | | | |
| Fund Balance January 1 | \$ 852,843 | \$ 1,133,479 | \$ 1,095,395 | \$ 1,475,821 |
| Net Change in Fund Balance | \$ 242,552 | \$ 273,472 | \$ 380,426 | \$ (820,534) |
| Fund Balance December 31 | <u>\$ 1,095,395</u> | <u>\$ 1,406,951</u> | <u>\$ 1,475,821</u> | <u>\$ 655,287</u> |

As of October 25, 2024

RESOLUTION # 2024-16

**A RESOLUTION FOR ELECTORS TO ADOPT THE TOWN TAX LEVY
FOR 2024 AT A SPECIAL TOWN MEETING OF THE ELECTORS**

**Town of Neenah
Winnebago County, Wisconsin**

WHEREAS, Sec 60.10 (1) (a) of Wis. Statutes authorizes the town electors of a town to adopt the town tax levy at a Town Meeting of the Electors; and

WHEREAS, a special Town Meeting of the Electors has been called for the 11th day of November 2024;

THEREFORE, BE IT RESOLVED, the Special Town Meeting of the Electors of the Town of Neenah, Winnebago County, Wisconsin, by a majority vote of the eligible electors voting on this 11th day of November 2024, duly assembled and voting resolves and orders as follows:

BE IT RESOLVED, the town electors of the Town of Neenah, Winnebago County, Wisconsin hereby adopt the town tax levy for 2024 to be collected in 2025 at \$ 553,649.

Adopted this 11th day of November 2024 at a Special Town Meeting of the Electors.

Electors voting aye: _____

Electors voting nay: _____

Electors abstaining or not voting: _____

Authorized: _____
Robert E. Schmeichel, Chairman

Attest: _____
Ellen Skerke, Administrator-Clerk-Treasurer

RESOLUTION # 2024-17

**A RESOLUTION BY TOWN ELECTORS AUTHORIZING
THE SALE OF TOWN OWNED LAND
PARCELS 010-021808 AND 010-0280603, 30.55 ACRES
AT A SPECIAL TOWN MEETING OF THE ELECTORS**

**Town of Neenah
Winnebago County, Wisconsin**

The Electors of the Town of Neenah, Winnebago County, Wisconsin, by a majority vote of the eligible electors voting at the special town meeting of the electors with notice assembled and voting, resolves and orders as follows:

The Town Board of the Town of Neenah is authorized to exercise the right to sell for \$800,000, the following real property in the town, specifically described as :

Parcel 010-021808 Approximately 11.52 acres located on the northside of Oakridge Road

Legal Description:

PT SE SW & PT NE SW DESC AS LOT 3 OF CSM-5180 EXC HWY-PT D1681186-6.99A 11.52 A.

And

Parcel 010-021808 Approximately 19.03 acres located on the northside of Oakridge Road

Legal Description:

PT NE SW & PT SE SW & PT SW SW & PT SE NW DESC AS LOT 2 OF CSM-4342 EXC CSM-4998 EXC HWY-PT D1681186-18.22A EXC CSM-7801 19.03 A.

The Town Administrator-Clerk-Treasurer shall properly post or publish this resolution as required under §.60.80 Wis. Stats., within 30 days of the below noted adoption date.

Adopted this 11th day of November 2024.

Number of town electors authorized to vote _____

Ayes _____

Nays _____

Abstain _____

Not voting _____

Authorized:

Robert Schmeichel
Chairman

Attest:

Ellen Skerke
Administrator-Clerk-Treasurer

WB-13 VACANT LAND OFFER TO PURCHASE

4 ~~LICENSEE DRAFTING THIS OFFER ON~~ _____ ~~[DATE] IS (AGENT OF BUYER)~~
5 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

6 **GENERAL PROVISIONS** The Buyer, Jeffrey D. Ogden or his assignee or designee
7 _____

8 _____, offers to purchase the Property
9 known as [Street Address] Approx. 30.55 Acres of Vacant Land on Oakridge Road (Parcel IDs 010021808 and 01002180603)
10 in the Town _____ of Neenah _____, County of Winnebago _____, Wisconsin (Insert
11 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

12 ■ **PURCHASE PRICE:** Eight Hundred Thousand and No/100 _____
13 _____ Dollars (\$ 800,000 _____).

14 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 10,000
15 will be mailed, or commercially or personally delivered within ten (10) business _____ days of acceptance to listing broker or
16 Title Company _____.

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

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

20 _____

21 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property _____

22 _____

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

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

27 ■ **ZONING:** Seller represents that the Property is zoned: _____

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

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

32 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
33 or before November 8, 2024 _____ Seller may keep the Property on the
34 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

43 Seller's recipient for delivery (optional): Robert Schmeichel _____
44 Buyer's recipient for delivery (optional): Attorney Andrew J. Steimle _____

45 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
46 Seller: (_____) _____ Buyer: (_____) _____

47 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
48 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
49 delivery to the Party's delivery address at line 49 or 50.

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

52 Delivery address for Seller: 1600 Breezewood Lane, Neenah, WI 54956 _____
53 Delivery address for Buyer: Steimle Birschbach, LLC, 21 Maritime Drive, Manitowoc, WI 54220 _____

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

58 E-Mail address for Seller (optional): bob@townofneenah.com _____
59 E-Mail address for Buyer (optional): andrew@steimlebirschbach.com _____

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

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

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

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than sixty (60) days after acceptance

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are Property is not leased

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 20 days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

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

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
- 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
- 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
- 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
- 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
- 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
- 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
- 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
- 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
- 187 according to applicable regulations.

188 (Definitions Continued on page 5)

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 ■ **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

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

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

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 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
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~
327 ~~ALL THAT APPLY:~~ conventional in-ground; mound; at-grade; in-ground pressure distribution; holding tank;
328 other: _____

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

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

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

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

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

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within *** days of acceptance, at (Buyer's) (~~Seller's~~) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of 29 _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: such other items as requested by Buyer

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

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

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

370 **EARNEST MONEY**

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

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

Title Company

the listing broker

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

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

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

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

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

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: None

414 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
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title ~~within *** days ("45" if left blank) after delivery of the title commitment~~ to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

459 ***Title objections will be delivered to Seller prior to Closing.

460 _____
461 _____
462 _____
463 _____
464 _____

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

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of a Phase I Environmental Study

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

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

525 **ADDENDA:** The attached Addenda A and B and Parcel Profile Report is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Steimle Birschbach, LLC

536 _____ on September 19, 2024

537 (x)  on September 19, 2024
538 Buyer's Signature ▲ Print Name Here ► Jeffrey D. Ogden Date ▲ 9-19-24

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Robert E. Schmeichel
on behalf of the Town of Neenah Date ▲ _____

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

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

2022 Property Record | Winnebago County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 4/27/2023 9:40:32 AM*

| <p style="text-align: center;">Owner Address</p> <p>TOWN OF NEENAH , 1600 BREEZEWOOD LN NEENAH, WI 54956</p> | <p style="text-align: center;">Owner</p> <p>TOWN OF NEENAH</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------------|--------------------|---------------|---------------|------|----------------|------|---------------|------|-----------------------|------|------------------|------|----------------------------|------|------------------------|------|-----------------------------|------|---|------|-----------------------------|------|------------------|------|-------------------|------|--|-------------|--------------|-------------|--------------|--------------|---|-------|-----|-----|-----|--|-------|-----|-----|-----|--------------------------|--|--|--------------|--|---------------------------|--|--|----------------|--|
| <p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 021808</p> <p><u>Document #</u> 1859819</p> <p><u>Tax Districts:</u> NEENAH SCHOOL DIST VFC UTIL DISTRICT UD</p> | <p style="text-align: center;">Property Description</p> <p style="text-align: center;"><i>For a complete legal description, see recorded document.</i></p> <p>PT NE SW & PT SE SW & PT SW SW & PT SE NW DESC AS LOT 2 OF CSM-4342 EXC CSM-4998 EXC HWY-PT D1681186-18.22A EXC CSM-7801 19.03 A.</p> <p><u>Municipality:</u> 010-TOWN OF NEENAH</p> <p><u>Property Address:</u> OAKRIDGE RD</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Tax Information</th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Print Tax Bill</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Installment</td> <td style="text-align: right; border-bottom: 1px solid black;">Amount</td> </tr> <tr> <td><u>First:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Amount Paid:</u> <i>(View payment history info below)</i></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table> | Tax Information | <u>Print Tax Bill</u> | Installment | Amount | <u>First:</u> | 0.00 | <u>Second:</u> | 0.00 | <u>Third:</u> | 0.00 | <u>Total Tax Due:</u> | 0.00 | <u>Base Tax:</u> | 0.00 | <u>Special Assessment:</u> | 0.00 | <u>Lottery Credit:</u> | 0.00 | <u>First Dollar Credit:</u> | 0.00 | <u>Amount Paid:</u> <i>(View payment history info below)</i> | 0.00 | <u>Current Balance Due:</u> | 0.00 | <u>Interest:</u> | 0.00 | <u>Total Due:</u> | 0.00 | <p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Code</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Acres</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Land</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Impr.</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">4</td> <td style="border-bottom: 1px solid black;">19.03</td> <td style="border-bottom: 1px solid black;">\$0</td> <td style="border-bottom: 1px solid black;">\$0</td> <td style="border-bottom: 1px solid black;">\$0</td> </tr> <tr> <td></td> <td>19.03</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td colspan="3"><u>Assessment Ratio:</u></td> <td colspan="2" style="text-align: right;">0.8534657300</td> </tr> <tr> <td colspan="3"><u>Fair Market Value:</u></td> <td colspan="2" style="text-align: right;">Not Applicable</td> </tr> </tbody> </table> | <u>Code</u> | <u>Acres</u> | <u>Land</u> | <u>Impr.</u> | <u>Total</u> | 4 | 19.03 | \$0 | \$0 | \$0 | | 19.03 | \$0 | \$0 | \$0 | <u>Assessment Ratio:</u> | | | 0.8534657300 | | <u>Fair Market Value:</u> | | | Not Applicable | |
| Tax Information | <u>Print Tax Bill</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Installment | Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>First:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Second:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Third:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Total Tax Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Base Tax:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Special Assessment:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Lottery Credit:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>First Dollar Credit:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Amount Paid:</u> <i>(View payment history info below)</i> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Current Balance Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Interest:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Total Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Code</u> | <u>Acres</u> | <u>Land</u> | <u>Impr.</u> | <u>Total</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 19.03 | \$0 | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 19.03 | \$0 | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Assessment Ratio:</u> | | | 0.8534657300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Fair Market Value:</u> | | | Not Applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**No data found for Special Assessment Detail, Delinquent Tax Summary, Payment History in 2022*

2022 Property Record | Winnebago County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 4/27/2023 9:41:20 AM*

| <p style="text-align: center;">Owner Address</p> <p>TOWN OF NEENAH , 1600 BREEZEWOOD LN NEENAH, WI 54956</p> | <p style="text-align: center;">Owner</p> <p>TOWN OF NEENAH</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------------|--------------------|---------------|---------------|------|----------------|------|---------------|------|-----------------------|------|------------------|------|----------------------------|------|------------------------|------|-----------------------------|------|---|------|-----------------------------|------|------------------|------|-------------------|------|---|-------------|--------------|-------------|--------------|--------------|---|-------|-----|-----|-----|--|-------|-----|-----|-----|--------------------------|--|--|--------------|--|---------------------------|--|--|----------------|--|
| <p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 02180603</p> <p><u>Document #</u> 1490607</p> <p><u>Tax Districts:</u> NEENAH SCHOOL DIST</p> | <p style="text-align: center;">Property Description</p> <p style="text-align: center;"><i>For a complete legal description, see recorded document.</i></p> <p>PT SE SW & PT NE SW DESC AS LOT 3 OF GCM-5180 EXC HWY-PT D1681186-6.99A 11.52 A.</p> <p><u>Municipality:</u> 010-TOWN OF NEENAH</p> <p><u>Property Address:</u> 1573 OAKRIDGE RD</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Tax Information</th> <th style="text-align: right;"><u>Print Tax Bill</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"><u>Installment</u></td> <td style="border-bottom: 1px solid black; text-align: right;">Amount</td> </tr> <tr> <td><u>First:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Amount Paid:</u> <i>(View payment history info below)</i></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table> | Tax Information | <u>Print Tax Bill</u> | <u>Installment</u> | Amount | <u>First:</u> | 0.00 | <u>Second:</u> | 0.00 | <u>Third:</u> | 0.00 | <u>Total Tax Due:</u> | 0.00 | <u>Base Tax:</u> | 0.00 | <u>Special Assessment:</u> | 0.00 | <u>Lottery Credit:</u> | 0.00 | <u>First Dollar Credit:</u> | 0.00 | <u>Amount Paid:</u> <i>(View payment history info below)</i> | 0.00 | <u>Current Balance Due:</u> | 0.00 | <u>Interest:</u> | 0.00 | <u>Total Due:</u> | 0.00 | <p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>4</td> <td>11.52</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr style="border-top: 1px solid black;"> <td></td> <td>11.52</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="3"><u>Assessment Ratio:</u></td> <td colspan="2" style="text-align: right;">0.8534657300</td> </tr> <tr> <td colspan="3"><u>Fair Market Value:</u></td> <td colspan="2" style="text-align: right;">Not Applicable</td> </tr> </tbody> </table> | <u>Code</u> | <u>Acres</u> | <u>Land</u> | <u>impr.</u> | <u>Total</u> | 4 | 11.52 | \$0 | \$0 | \$0 | | 11.52 | \$0 | \$0 | \$0 | <u>Assessment Ratio:</u> | | | 0.8534657300 | | <u>Fair Market Value:</u> | | | Not Applicable | |
| Tax Information | <u>Print Tax Bill</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Installment</u> | Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>First:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Second:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Third:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Total Tax Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Base Tax:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Special Assessment:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Lottery Credit:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>First Dollar Credit:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Amount Paid:</u> <i>(View payment history info below)</i> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Current Balance Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Interest:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Total Due:</u> | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Code</u> | <u>Acres</u> | <u>Land</u> | <u>impr.</u> | <u>Total</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 11.52 | \$0 | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 11.52 | \$0 | \$0 | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Assessment Ratio:</u> | | | 0.8534657300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Fair Market Value:</u> | | | Not Applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**No data found for Special Assessment Detail, Delinquent Tax Summary, Payment History in 2022*

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

SELLER: Town of Neenah

BUYER: Jeffrey D. Ogden or his assignee or designee

PROPERTY: Approx. 30.55 Acres of Vacant Land on Oakridge Road (Parcel IDs 010021808 and 01002180603), Town of Neenah, Winnebago County, Wisconsin

This "**Addendum**" supplements the terms and provisions set out in the preprinted Vacant Land Offer to Purchase dated September 19, 2024, and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Vacant Land Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Vacant Land Offer to Purchase and this Addendum are collectively referred to herein as the "**Offer**."

1. **Buyer.** Buyer in the Offer is identified as Jeffrey D. Ogden or his assignee or designee. Buyer may assign its rights or delegate its obligations, in whole or in part, upon ten (10) days prior written notice to Seller, to one or more entities controlled by any combination of Buyer, entities owned or controlled by Buyer, and any member of the Jeffery Ogden family (or any of their respective estate planning vehicles).
2. **Review of Property Related Documentation.** Within ten (10) days of acceptance, Seller to provide all information and documentation currently in Seller's possession affecting or relating to the condition of the property, including without limitation, environmental studies or reports, maps, surveys, engineering studies or reports, etc. Buyer shall have ten (10) business days after receipt of such information and documents to notify Seller if any such report is unacceptable to Buyer and provide notice of termination of this Offer. Upon receipt of such notice of termination, all earnest money shall be returned to Buyer and this Offer shall be terminated and cancelled and the parties hereto shall have no further obligations hereunder.
3. **Property Condition Representations.** Lines 63 through 69 of the Offer are hereby deleted in their entirety. Buyer, pursuant to Wis. Stat. § 709.08, hereby waives any right Buyer may have to receive a real estate condition report that may be required under Wis. Stat. Ch. 709.
4. **Representations and Warranties.** In addition to the representations and warranties contained in the pre-printed Vacant Land Offer to Purchase, Seller represents and warrants the following (and all such representations and warranties shall also be certified as to their accuracy at Closing):
 - (a) Seller has no notice or knowledge of any actions, judgments, liens, suits, claims or other proceedings pending or threatened against Seller or the Property which might in any way affect this transaction.
 - (b) Seller has no knowledge of a notice of violation of any pollution, health, safety, environmental, fire, building or zoning code, rule, regulation or statute nor the probable imposition of any taxes or assessments against the Property.
5. **Indemnification.** Buyer agrees to indemnify and hold Seller harmless from and against

any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Seller arising from or by reason of Buyer's and/or Buyer's agents access to, or inspection of, the Property, or any tests, inspections or other due diligence conducted by or on behalf of Buyer.

6. **No Representations.** Buyer hereby acknowledges that, except as expressly set forth in this Offer, Seller has not made and shall not be deemed to have made any oral or written representations or warranties, whether expressed or implied (including without limitation warranties of habitability, merchantability or fitness for a particular purpose) with respect to the Property or the transactions contemplated by the Offer. Buyer acknowledges that all materials which have been provided by Seller have been provided without any warranty or representation, expressed or implied, as to their content, suitability for any purpose, accuracy, truthfulness or completeness. Buyer shall not have any recourse against seller in the event of any errors or omissions in said documents. Upon Closing, Buyer is acquiring the Property based solely on its own independent investigation and inspection of the Property and not in reliance on any information provided by Seller. Buyer expressly disclaims any intent to rely on any such materials provided to it by Seller and agrees that it shall rely solely on its own independently developed or verified information.

7. **AS-IS, WHERE-IS.** Upon Closing, Buyer is purchasing the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects, and, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same. Seller has specifically bargained for the assumption by Buyer of all responsibility to investigate the Property and all risk of adverse conditions. Prior to Closing, Buyer will undertake all such investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers. Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

8. **Inspection Period.** The "Inspection Period" shall be defined herein as a period that commences the acceptance date of this Offer and ends on the Closing Date.

(a) **Inspection and Examination of Property.** During the Inspection Period, Buyer will have the right to perform and complete an examination of the Property and to perform or cause to be performed such tests, studies, reviews and inspections as may be deemed necessary or advisable by Buyer, including, without limitation, physical inspection of the improvements and related systems, title searches, surveys, zoning studies, examination of building and use restrictions, appraisals, engineering and environmental site assessments, soil and groundwater testing, and meetings with the appropriate governmental officials to discuss Buyer's intended use of and/or development of the Property.

(b) **Termination During Inspection Period.** Prior to the expiration of the Inspection Period, if Buyer, in its sole discretion, determines that the Property is unsuitable for Buyer's

intended use or development, or that it is not satisfied with the results of tests, appraisals, reviews, inspections, surveys, studies, or any other matters contemplated in Section 10(a) herein, Buyer may deliver to Seller a written notice stating that it is terminating the Offer (a "Notice to Cancel"). Upon timely delivery of a Notice to Cancel, all Earnest Money shall be returned to Buyer and this Offer shall be null and void and the parties hereto shall have no further obligations hereunder. Except as otherwise provided herein, if, by the conclusion of the Inspection Period, Buyer has not given Seller a Notice to Cancel, it will be conclusively presumed that Buyer has waived its right to terminate during the Inspection Period with respect to the contingencies set forth in this Section 2.

(c) Option to Extend. If Buyer determines in Buyer's sole discretion that any contingency contemplated herein is not satisfied prior to the expiration of the Inspection Period, Buyer may exercise one (1) thirty (30) day extension of the Inspection Period and Closing Date by delivering written notice to Seller prior to the expiration of initial Inspection Period.

9. Elector Approval. Buyer is aware that Seller's ability to convey this Property is conditioned upon Buyer receiving elector approval for the transaction in accordance with Wis. Stat. § 60.10. The Seller shall proceed in good faith and take reasonable efforts to secure said approval. However, Seller may immediately terminate the Offer at any time prior to Closing (by providing written notice to Buyer) and declare the same null and void if Seller, in its sole and absolute discretion, determines that said elector approval has not been fully obtained.

10. Governmental Immunity. Seller, the Town of Neenah, expressly retains all rights and benefits of governmental immunity in accordance with Wisconsin Statutes. Nothing in the Offer shall be deemed as a waiver of sovereign immunity or as increasing the Town of Neenah's liability beyond any statutory limitation of liability. Nothing in the Offer shall inure to the benefit of any third party for the purpose of allowing any claim against the Town of Neenah which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11. Miscellaneous.

(a) Right to Assign. Buyer shall have the right to assign this Offer, and its rights and interest herein, to an entity which is owned or controlled by Buyer.

(b) Signatures. Signatures to this Offer transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

(c) Parties Bound. This Offer shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

(d) Governing Law and Venue. The laws of the State of Wisconsin shall govern the validity, construction, enforcement and interpretation of this Offer. Any disputes shall be filed in Winnebago County, Wisconsin Circuit Court.

(e) Further Assurances. The parties covenant and agree that they will execute and deliver such other and further documents and take such additional actions as are reasonably

required to carry out, to the fullest extent, the intent and purposes of this Offer.

(f) Counterparts. This Offer may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Offer, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

(g) Survival, Limitations. The representations, warranties, covenants, agreements, and indemnities set forth in this Offer shall be certified as valid at Closing and shall survive the Closing.

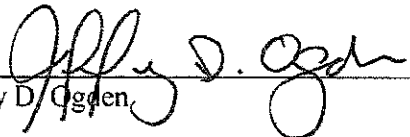
(h) Warranty of Authority. Each person executing this Offer on behalf of Buyer or Seller personally warrants they have the requisite authority to do so and that they have obtained all necessary consents and approvals for this instrument to be the valid and legally binding obligation of Buyer or Seller, enforceable in accordance with its terms.

(i) Broker's Fees/Disclosure. Each party represents and warrants it has not dealt with a broker, finder or other person or entity in such a manner as to give rise to a claim or entitlement for a commission or other fee with respect to this transaction. Each party shall indemnify and hold harmless the other party from and against any and all claims, costs, damages, expenses, liabilities, and obligations (including, but not limited to, reasonable attorney's fees and expert witness fees) arising as a result of such party's conduct or actions leading to such a claim or entitlement.

(j) Capitalized Terms. Except as otherwise defined herein, all capitalized terms shall have that meaning given in the preprinted Vacant Land Offer to Purchase.

BUYER:

SELLER:



Jeffrey D. Ogden

Robert E. Schmeichel
on behalf of the Town of Neenah

Dated: 9-19, 2024

Dated: _____, 2024

TOWN OF NEENAH TOWN BOARD MEETING

October 28, 2024

Regular Meeting held at Town Hall, 1600 Breezewood Lane, Neenah, WI 54956 and offered via Zoom.

Present: Chairman Robert Schmeichel , Supervisor David Bluma, Supervisor Brooke Cardoza, Supervisor James Weiss, and Supervisor Thomas Wilde.

Also in Attendance: Jeremey Kwiatkowski, Tom Jankowski, County Deputy Exner (for a portion of the meeting), Fire Chief Dan Osero, Attorney Matt Parmentier, Mike Simon (McMahon Engineering) Deputy Clerk-Treasurer Vicki Boushele, and Administrator-Clerk-Treasurer Ellen Skerke.

Also in Attendance via Zoom: Carrie Sturn, Randy Moss (Moss and Associates) .

R. Schmeichel called the meeting to order at 7:00 p.m., Pledge of Allegiance was recited.

Approval of Minutes

Motion: J. Weiss / B. Cardoza to approve October 14, 2024 Town Board meeting minutes.

Motion carried by voice 5:0:0

Public Forum

- None

Public Forum for Recognized Municipal and County Officials

- None.

Correspondences

- Building Permit Report – September 2024

Discussion/Action.

Vouchers Payroll and Bank Transactions

Approve Vouchers, Payroll and Bank Transactions October 28, 2024.

Motion: B. Cardoza / D. Bluma to approve.

Motion Carried by voice 5:0:0.

Approve final payment to Northeast Asphalt in the amount of \$8,366.41 for the Town Hall parking lot and Mahler Park Road project.

Motion R. Schmeichel / B. Cardoza to approve final payment to Northeast Asphalt.

- R. Schmeichel stated that although he does not have a written estimate to repair the work, it will exceed \$5,000 to complete repairs.
- R. Schmeichel stated the cost to challenge may exceed the cost of the balance due.
- Attorney Parmentier stated the amount of \$8,000 would be a small claims court filing. He would need to review the contract terms before filing a claim.
- T. Wilde noted the discussions could continue, their initial response was to say no, they may change their mind with further discussion, or be willing to meet us half way.
- J. Weiss would like to see further negotiations with the contractor, written communications and further discussion.

Motion Carried 4:1:0 on Roll Call Vote D. Bluma Aye; B. Cardoza Aye; T. Wilde Aye; J. Weiss Nay
R. Schmeichel Aye.

Public Forum for Recognized Municipal and County Officials

- Winnebago County Deputy Wildeman answered questions regarding winter parking restrictions and the Sheriff's Department's ability to monitor and ticket.

Ordinance

Ordinance 2024-04 Outdoor Burning, Open Burning and Burning of Refuse

- E. Skerke reported this item is due to the recent activity with continued violations of burning at a business location, repeated fire calls to the business and repeated notifications to the business and property owner of the violations. Fire Chief Osero reached out to Gary Peck with the State of Wisconsin Department of Safety and Professional Services (DPS). Gary Peck provided a standard ordinance for burning with the suggestion that the Town adopt a stronger ordinance to address this concern. The draft provided has several areas that need to be discussed as to what direction the Town would like to take with the language of the ordinance. E. Skerke did not anticipate that the ordinance would be passed, this is a starting point for language for an ordinance.
- R. Schmeichel suggests the Board review the language and make their suggestions.
- M. Parmentier stated he has seen the language before and has adopted bits and pieces of the ordinance.
- D. Osero's concern is mainly regarding enforcement. He has corresponded with the DNR and he Sheriff's Department, neither will take enforcement action. He wants to know how the Town will enforce the ordinance.
- E. Skerke noted the intent was not to change what is currently permitted, rather to strengthen the existing ordinance for what is prohibited, such as what is prohibited.
- M. Parmentier advised that citations could be written through the joint court for the ordinance violations and a separate invoice sent to the business and property owner for the cost of fire services provided. He further stated that the violations can be written for past violations including 2023 activity. Citation can be written by any Town Board member or the Fire Chief, the citation can be mailed. E. Skerke to follow up with Village of Winneconne Clerk of Courts for the citations and with M. Parmentier for the invoicing of fire services.

R. Schmeichel adjourned this topic until additional information is available

Resolutions

Resolution 2024-14 – Certified Survey Map

*Applicant: Thomas and Deborah Rosenfeldt
Matthew and Angela Dempewolf*

Location of Premises: 1348 Larsen Road

Tax Parcel No: 010-030502 and 010-03100102

- R. Schmeichel stated he attended the Plan Commission meeting, they recommended approval.

Motion: T. Wilde / D. Bluma to approve

Motion Carried by voice 5:0:0.

Resolution 2024-15 – Text Amendment Request for Winnebago County Zoning Code Chapter 23 of the Winnebago County General Code

Applicant: Winnebago County Planning and Zoning Committee

Location of Premises: N/A

Tax Parcel No: N/A

Motion: J. Weiss / D. Bluma to approve

Motion Carried by voice 5:0:0.

Larsen Road Reconstruction Project

Approve Nominal Payment Parcel Report for Larsen Road Reconstruction Project

- Randy Moss, Moss and Associates briefly explained the report and process. The report includes an estimated payment amount, once the Board approves the report, he will start speaking with property owners.
- R. Moss explained property owner rights and the process for additional appraisals if requested after an offer is presented. When a property owner requests an appraisal, a non-complex appraisal will be completed at a cost of \$2,250 per our agreement. If the property owner requests a second appraisal from a company of their choosing, the Town pays for this as well, it will cost \$2,250 or more. A second offer is made, if there is still a disagreement, the Town can go through the eminent domain process with an award of damages value determined by the courts.
- Discussed option for a waiver of nominal payment, particularly from the Neenah Joint School District for this project.
- Discussed giving R. Moss some leeway for negotiations before returning to the Board for approval, this may facilitate an easier negotiation process.

Motion: D. Bluma / T. Wilde to approve the Nominal Payment report with the exclusion of Neenah Joint School District properties and giving Randy Moss a \$500 limit for negotiations before returning to the Board for approval.

Motion Carried by voice: 5:0:0

Agreements

Approve proposal from Clifton Larsen Allen for Audit Services for the 2024-2028 calendar year audits performed in 2025 -2029.

- General discussion as the two written proposals and one verbal discussion were reviewed during Budget Workshop #3 held earlier in the month.

Motion: B. Cardoza / J. Weiss to accept Clifton Larsen Allen proposal for 2024-2028 calendar year audits performed in 2025-2029.

Motion Carried by voice 5:0:0

Parks and Trails Update

Update from Parks and Trails regarding Conservancy Park Improvements

- Parks and Trails Chair Tom Jankowski provided an update for improvements at Conservancy Park. With the assistance of Stuart Boerst from McMahan, US Fish and Wildlife has purchased seed for the park to improve the wooded areas to the south of the existing trail. There will be noticeable changes with the removal of ash trees and buckthorn this fall, the area will be sprayed with to kill the weeds, and other brush so in the Fall of 2025 the area can be planted for a Oak Savannah and prairie to support the rusty patch bumble bee population.
- T. Jankowski suggests a sign is installed in the area to let people know this is the future site for the Oak Savannah and Prairie.

ARPA

Approve Resolution 2024-18 allocating remaining American Rescue Plan Act funds estimated at \$16,549.79 to replacement doors in Apparatus Bay of the Town of Neenah Fire Department.

Motion: J. Weiss / B. Cardoza to approve.

Motion Carried by voice 5:0:0

Future Agenda Topics and Meetings

- Election Day – Tuesday November 5, 2024 Polls Open 7:00 a.m. - 8:00 p.m.

- Fire Department Business Meeting, Wednesday November 6, 2024 at 6:00 p.m.
- Next Town Board Meeting, Monday November 11, 2024 immediately following the Public Hearing and Meeting of the Electors which begin at 7:00 p.m.

Old Business

- None

New Business

- None

Adjourn Meeting

Motion: J. Weiss / D. Bluma to adjourn. Motion carried. Open Session adjourned at 8:40 p.m.

Respectfully submitted,



Ellen Skerke,
Administrator--Clerk-Treasurer

Approved: DRAFT – Pending Approval

Voucher List Authorization - November 8, 2024

Bank Transfer (Transaction List)

| <u>Date</u> | <u>From</u> | <u>To</u> | <u>Amount</u> | <u>Reason</u> |
|-------------|-------------|-----------|---------------|--------------------|
| 11/9/2024 | General MM | Checking | \$ 25,000.00 | 11-8-2024 Vouchers |

Accounts Payable \$ 13,539.64

Notification of New Vendors NONE

| | | |
|---------|-------------------|--------------|
| Payroll | Payroll | \$ 17,310.31 |
| | Expense Reimburse | \$ 1,423.48 |
| | Gross Payroll | \$ 18,733.79 |
| | Net Payroll | \$ 16,042.61 |

Paid via Bank Transfer:

| | |
|----------------------------|-------------|
| Nationwide: | \$ 1,298.27 |
| Federal Tax/Medicare: | \$ 1,818.96 |
| State Taxes: | \$ 493.10 |
| Wisconsin Retirement: | \$ 803.86 |
| Wisconsin Health Insurance | \$ 1,124.60 |

Deposit Detail

| <u>Date</u> | <u>Where</u> | <u>Amount</u> | |
|-----------------------|--------------|---------------------|----------------------------|
| 10/1/2024 | General MM | \$ 19,001.30 | Transportation Aid |
| 10/10/2024 | General MM | \$ 3,369.69 | various / building permits |
| 10/10/2024 | General MM | \$ 294.30 | Recycling |
| 10/31/2024 | General MM | \$ 1,822.22 | Cell tower |
| 10/31/2024 | Various | \$ 7,615.38 | Interest Earned |
| TOTAL Deposits | | \$ 32,102.89 | |

Account Balances as of November 8, 2024 - after requested transfers per this Voucher List

| | <u>PROSPERA CU</u> | <u>Prospera CD</u> | <u>BNY Mellon - Pershing</u> | <u>Total</u> |
|--------------------|---------------------|--------------------|------------------------------|--------------|
| Checking | \$ 9,484 | | | |
| Membership account | \$ 5 | | | |
| General MM | \$ 158,364 | | \$ 618,513 | \$ 776,877 |
| Impact Fee | \$ 8,022 | | | |
| Taxes Collected | \$ - | \$ - | | |
| Tullar Rd Fund | | | \$ 39,405 | |
| Storm Water | \$ 839,969 | \$ - | \$ 544,431 | \$ 1,384,400 |
| CFCU | \$ 526 | | | |
| TOTAL | \$ 1,016,370 | \$ - | \$ 1,202,349 | |
| | | GRAND TOTAL | \$ 2,218,718 | |

_____ Schmeichel _____ Bluma _____ Cardoza _____ Weiss _____ Wilde

6:47 AM
11/09/24

Town of Neenah
Check Detail
November 12, 2024

Accounts Payable
\$ 13,539.64

| Date | Num | Name | Memo | Account | Paid Amount |
|----------|--------|------------------------------------|-------------------------------|---------------------------------------|-------------|
| 11/12/20 | | Bowmar Appraisal, Inc | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 1802 | | 4th Q 224 billing | 51530-0 · Assessor Contract | -3,875.00 |
| TOTAL | | | | | -3,875.00 |
| 11/12/20 | | Dempsey Law Firm, The | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 11/... | | deed restriction filing | 51300-0 · Legal Services | -60.00 |
| | | | review burning ordinance | 51300-0 · Legal Services | -271.25 |
| | | | attend TB meeting - oct 2... | 51300-0 · Legal Services | -385.00 |
| | | | meeting prep and follow up | 51300-0 · Legal Services | -270.00 |
| TOTAL | | | | | -986.25 |
| 11/12/20 | | Fox Crossing Utilities | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 537... | | | 51420-8 · MB Utilities | -31.50 |
| 11/11/20 | 537... | | | 51420-8 · MB Utilities | -21.00 |
| TOTAL | | | | | -52.50 |
| 11/12/20 | | Krueger True Value | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 10/... | | | 51610-1 · Maintenance & Operations | -3.06 |
| 11/11/20 | 10/... | | | 52210-3 · Fire Dept Supplies and R... | -37.70 |
| TOTAL | | | | | -40.76 |
| 11/12/20 | | McMahon Associates, Inc | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 801... | | | 53314-3 · Hwy -Larsen Rd Reconst... | -865.00 |
| TOTAL | | | | | -865.00 |
| 11/12/20 | | Northern Tool and Equipment | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 10/... | | | 52210-9 · Fire Dept. New Equip. | -1,293.23 |
| TOTAL | | | | | -1,293.23 |
| 11/12/20 | | Oshkosh Area Humane Society | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 195... | | job shirt - Crouse 1/2 rei... | 52210-9 · Fire Dept. New Equip. | -70.00 |
| TOTAL | | | | | -70.00 |
| 11/12/20 | | Oshkosh Fire and Police | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 195... | | Wanta job shirt - 1/2 reim... | 52210-9 · Fire Dept. New Equip. | -70.00 |
| TOTAL | | | | | -70.00 |

Town of Neenah
Check Detail
November 12, 2024

| Date | Num | Name | Memo | Account | Paid Amount |
|----------|--------|--|----------------------------------|--|-------------|
| 11/12/20 | | Prospera Credit Union | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 11/... | | WTA Convention - meal... | 51430-0 · Membership / Seminars ... | -256.83 |
| | | | WTA Convention - meals | 51120-0 · Membership / Seminars ... | -20.00 |
| | | | Vista Print - business cards | 51420-1 · Clerk Treasurer Expense | -39.88 |
| | | | supplies | 51440-2 · Election Expenses | -159.50 |
| | | | supplies for mailing | 51420-4 · Office Expenses | -84.34 |
| | | | paint for exterior doors / \$... | 51610-1 · Maintenance & Operations | -209.31 |
| | | | Osero Visa - Ellen to allo... | 52210-3 · Fire Dept Supplies and R... | -963.56 |
| TOTAL | | | | | -1,733.42 |
| 11/12/20 | | Staples Advantage | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 700... | | restroom towels | 51610-1 · Maintenance & Operations | -38.90 |
| | | | supplies | 51110-3 · Supervisors Expenses | -17.40 |
| | | | | 51420-4 · Office Expenses | -4.24 |
| 11/11/20 | 700... | | mailing supplies | 51420-4 · Office Expenses | -125.43 |
| | | | | 51610-1 · Maintenance & Operations | -34.51 |
| | | | | 51110-3 · Supervisors Expenses | -13.92 |
| TOTAL | | | | | -234.40 |
| 11/12/20 | | Suburban Wildlife Solutions,... | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 7272 | | fall muskrat maint. | 6-54100 · SW - Conservancy Pond... | -250.00 |
| | | | fall muskrat maint | 6-54200 · CTH O Pond Maintenance | -1,571.00 |
| TOTAL | | | | | -1,821.00 |
| 11/12/20 | | WE Energies | | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 524... | | Mahler | 55200-7 · Parks - WE Energies | -109.70 |
| | | | | 53420-0 · Street Lighting - All Electric | -156.69 |
| | | | | 53420-0 · Street Lighting - All Electric | -1,572.89 |
| | | | | 55200-8 · Conservancy Park Expe... | -16.18 |
| | | | Franzoi | 55200-7 · Parks - WE Energies | -86.59 |
| | | | | 51420-8 · MB Utilities | -430.89 |
| | | | Keating | 55200-7 · Parks - WE Energies | -40.14 |
| TOTAL | | | | | -2,413.08 |
| 11/12/20 | | Winnebago Liquid Waste | 51610-1 | 11010-1 · Checking - Prospera (1... | |
| 11/11/20 | 200... | | 10/28/24 service date | 51610-1 · Maintenance & Operations | -85.00 |
| TOTAL | | | | | -85.00 |

Town of Neenah
 Check Detail
 November 14, 2024

Gross Payroll = \$ 18,733.79

Net Payroll = \$ 16,042.61

| Date | Num | Name | Memo | Account | Paid Amount |
|----------|-------|----------------------|----------------|---------------------------------------|-------------|
| 11/14/20 | DD... | Armstrong, Glenn | Direct Deposit | 11010-1 - Checking - Prospera (1... | |
| | | | Direct Deposit | 53311-0 - Highway & Street - Salary | -125.00 |
| | | | Direct Deposit | 6-59305 - SW - Drainage - Salary | -25.00 |
| | | | Direct Deposit | 66000 - Nationwide Retirement Exp... | -11.25 |
| | | | Direct Deposit | 21520-0 - Nationwide Payable | 11.25 |
| | | | Direct Deposit | 53311-1 - Hwy Mileage and Expens... | -32.16 |
| | | | Direct Deposit | 6-59306 - SW - Mileage and Expen... | -5.36 |
| | | | Direct Deposit | 65000 - Medicare Taxes | -2.17 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 2.17 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 2.17 |
| | | | Direct Deposit | 2110 - Direct Deposit Liabilities | 185.35 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Bluma, David | Direct Deposit | 11010-1 - Checking - Prospera (1... | |
| | | | Direct Deposit | 51110-1 - Supervisors - Salaries | -677.50 |
| | | | Direct Deposit | 51110-2 - Supervisors per diem | -135.00 |
| | | | Direct Deposit | 6-59100 - Stormwater - Per Diem | -45.00 |
| | | | Direct Deposit | 66000 - Nationwide Retirement Exp... | -64.31 |
| | | | Direct Deposit | 21520-0 - Nationwide Payable | 64.31 |
| | | | Direct Deposit | 51110-3 - Supervisors Expenses | -46.90 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 61.50 |
| | | | Direct Deposit | 65000 - Medicare Taxes | -12.44 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 12.44 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 12.44 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 30.00 |
| | | | Direct Deposit | 2110 - Direct Deposit Liabilities | 800.46 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Boushele, Victoria L | Direct Deposit | 11010-1 - Checking - Prospera (1... | |
| | | | Direct Deposit | 51420-2 - Deputy Clerk/Tres. - Salary | -2,451.75 |
| | | | Direct Deposit | 66000 - Nationwide Retirement Exp... | -183.88 |
| | | | Direct Deposit | 21520-0 - Nationwide Payable | 183.88 |
| | | | Direct Deposit | 51420-1 - Clerk Treasurer Expense | -16.08 |
| | | | Direct Deposit | 51430-0 - Membership / Seminars ... | -218.00 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 129.00 |
| | | | Direct Deposit | 65000 - Medicare Taxes | -35.55 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 35.55 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 35.55 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 81.65 |
| | | | Direct Deposit | 2110 - Direct Deposit Liabilities | 2,439.63 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Cardoza, Brooke | Direct Deposit | 11010-1 - Checking - Prospera (1... | |
| | | | Direct Deposit | 51110-1 - Supervisors - Salaries | -677.50 |
| | | | Direct Deposit | 51110-2 - Supervisors per diem | -135.00 |
| | | | Direct Deposit | 6-59100 - Stormwater - Per Diem | -45.00 |
| | | | Direct Deposit | 66000 - Nationwide Retirement Exp... | -64.31 |
| | | | Direct Deposit | 21520-0 - Nationwide Payable | 64.31 |
| | | | Direct Deposit | 51110-3 - Supervisors Expenses | -45.56 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 110.00 |
| | | | Direct Deposit | 65000 - Medicare Taxes | -12.43 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 12.43 |
| | | | Direct Deposit | 21514-0 - Medicare Taxes Payable | 12.43 |
| | | | Direct Deposit | 24000-0 - Payroll Liabilities | 50.00 |
| | | | Direct Deposit | 2110 - Direct Deposit Liabilities | 730.63 |
| TOTAL | | | | | 0.00 |

Town of Neenah
Check Detail
November 14, 2024

| Date | Num | Name | Memo | Account | Paid Amount |
|----------|-------|------------------|----------------|---------------------------------------|-------------|
| 11/14/20 | DD... | Crouse, Ricky | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 52210-3 · Fire Dept Supplies and R... | -107.28 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 107.28 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Davis, Douglas | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 51610-2 · Maintenance - Salary | -650.00 |
| | | | Direct Deposit | 55300-1 · Parks - CPM additional s... | -150.00 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -60.00 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 60.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -11.60 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 11.60 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 11.60 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 788.40 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Hickman, Bryston | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 52200-0 · Fire Protection - Salaries | -80.00 |
| | | | Direct Deposit | 52200-0 · Fire Protection - Salaries | -50.00 |
| | | | Direct Deposit | 52200-0 · Fire Protection - Salaries | -75.00 |
| | | | Direct Deposit | 52200-0 · Fire Protection - Salaries | -15.00 |
| | | | Direct Deposit | 52200-0 · Fire Protection - Salaries | -20.00 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -18.00 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 18.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -3.48 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 3.48 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 3.48 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 236.52 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Klinka, Gary | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 52400-0 · Building Inspection | -1,978.56 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -148.39 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 148.39 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -28.69 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 28.69 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 28.69 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 1,949.87 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | DD... | Osero, Daniel W. | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 52210-0 · Fire Chief - Salary | -700.00 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -52.50 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 52.50 |
| | | | Direct Deposit | 52210-3 · Fire Dept Supplies and R... | -136.62 |
| | | | Direct Deposit | 52210-9 · Fire Dept. New Equip. | -36.80 |
| | | | Direct Deposit | 52210-1 · Fire Dept Seminar/Traini... | -30.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -10.15 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 10.15 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 10.15 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 893.27 |
| TOTAL | | | | | 0.00 |

Town of Neenah
Check Detail
November 14, 2024

| Date | Num | Name | Memo | Account | Paid Amount |
|----------|-------|-----------------------|----------------|--------------------------------------|-------------|
| 11/14/20 | DD... | Plier, Christopher J. | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 52210-0 · Fire Chief - Salary | -200.00 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -15.00 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 15.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -2.90 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 2.90 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 2.90 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 197.10 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | | Schmeichel, Robert E. | | 11010-1 · Checking - Prospera (1... | |
| | | | | 51100-1 · Chairman - Salary | -1,355.00 |
| | | | | 51100-2 · Chairman per diem | -315.00 |
| | | | | 6-59100 · Stormwater - Per Diem | -45.00 |
| | | | | 66000 · Nationwide Retirement Exp... | -128.63 |
| | | | | 21520-0 · Nationwide Payable | 128.63 |
| | | | | 51100-3 · Chairman Expenses | -124.62 |
| | | | | 51120-0 · Membership / Seminars ... | -368.58 |
| | | | | 24000-0 · Payroll Liabilities | 100.00 |
| | | | | 65000 · Medicare Taxes | -24.87 |
| | | | | 21514-0 · Medicare Taxes Payable | 24.87 |
| | | | | 21514-0 · Medicare Taxes Payable | 24.87 |
| | | | | 24000-0 · Payroll Liabilities | 71.00 |
| TOTAL | | | | | -2,012.33 |
| 11/14/20 | DD... | Skerke, Ellen J | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 51420-0 · Clerk - Salary | -5,780.00 |
| | | | Direct Deposit | 51420-0 · Clerk - Salary | -45.00 |
| | | | Direct Deposit | 21530-0 · WRS Payable | 401.93 |
| | | | Direct Deposit | 51421-0 · Clerk Retirement Expense | -401.93 |
| | | | Direct Deposit | 21530-0 · WRS Payable | 401.93 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -436.88 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 436.88 |
| | | | Direct Deposit | 21533-0 · Health Insurance Payable | 224.92 |
| | | | Direct Deposit | 51421-2 · Clerk- Health Insurance | -899.68 |
| | | | Direct Deposit | 21533-0 · Health Insurance Payable | 899.68 |
| | | | Direct Deposit | 51420-1 · Clerk Treasurer Expense | -109.88 |
| | | | Direct Deposit | 51420-4 · Office Expenses | -84.00 |
| | | | Direct Deposit | 24000-0 · Payroll Liabilities | 837.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -81.20 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 81.20 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 81.20 |
| | | | Direct Deposit | 24000-0 · Payroll Liabilities | 229.86 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 4,243.97 |
| TOTAL | | | | | 0.00 |
| 11/14/20 | | Weiss, James | | 11010-1 · Checking - Prospera (1... | |
| | | | | 51110-1 · Supervisors - Salaries | -677.50 |
| | | | | 66000 · Nationwide Retirement Exp... | -50.81 |
| | | | | 21520-0 · Nationwide Payable | 50.81 |
| | | | | 65000 · Medicare Taxes | -9.82 |
| | | | | 21514-0 · Medicare Taxes Payable | 9.82 |
| | | | | 21514-0 · Medicare Taxes Payable | 9.82 |
| TOTAL | | | | | -667.68 |

Town of Neenah
Check Detail
November 14, 2024

| <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Paid Amount</u> |
|-------------|------------|---------------|----------------|--------------------------------------|--------------------|
| 11/14/20 | DD... | Wilde, Thomas | Direct Deposit | 11010-1 · Checking - Prospera (1... | |
| | | | Direct Deposit | 51110-1 · Supervisors - Salaries | -677.50 |
| | | | Direct Deposit | 51110-2 · Supervisors per diem | -135.00 |
| | | | Direct Deposit | 6-59100 · Stormwater - Per Diem | -45.00 |
| | | | Direct Deposit | 66000 · Nationwide Retirement Exp... | -64.31 |
| | | | Direct Deposit | 21520-0 · Nationwide Payable | 64.31 |
| | | | Direct Deposit | 51110-3 · Supervisors Expenses | -61.64 |
| | | | Direct Deposit | 24000-0 · Payroll Liabilities | 86.00 |
| | | | Direct Deposit | 65000 · Medicare Taxes | -12.43 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 12.43 |
| | | | Direct Deposit | 21514-0 · Medicare Taxes Payable | 12.43 |
| | | | Direct Deposit | 24000-0 · Payroll Liabilities | 30.59 |
| | | | Direct Deposit | 2110 · Direct Deposit Liabilities | 790.12 |
| TOTAL | | | | | 0.00 |

Town of Neenah
Payroll Transaction Detail
November 2024

Nationwide
\$ 1,298.27

| Date | Num | Type | Source Name | Payroll Item | Wage Base | Amount |
|--------------|-------|----------|-----------------------|-------------------------|-----------|------------------|
| 11/14/20 | DD... | Paycheck | Armstrong, Glenn | Nationwide Retiremen... | 0.00 | -11.25 |
| | | | | | | -11.25 |
| 11/14/20 | DD... | Paycheck | Bluma, David | Nationwide Retiremen... | 0.00 | -64.31 |
| | | | | | | -64.31 |
| 11/14/20 | DD... | Paycheck | Boushele, Victoria L | Nationwide Retiremen... | 0.00 | -183.88 |
| | | | | | | -183.88 |
| 11/14/20 | DD... | Paycheck | Cardoza, Brooke | Nationwide Retiremen... | 0.00 | -64.31 |
| | | | | | | -64.31 |
| 11/14/20 | DD... | Paycheck | Crouse, Ricky | Nationwide Retiremen... | 0.00 | 0.00 |
| | | | | | | 0.00 |
| 11/14/20 | DD... | Paycheck | Davis, Douglas | Nationwide Retiremen... | 0.00 | -60.00 |
| | | | | | | -60.00 |
| 11/14/20 | DD... | Paycheck | Hickman, Bryston | Nationwide Retiremen... | 0.00 | -18.00 |
| | | | | | | -18.00 |
| 11/14/20 | DD... | Paycheck | Klinka, Gary | Nationwide Retiremen... | 0.00 | -148.39 |
| | | | | | | -148.39 |
| 11/14/20 | DD... | Paycheck | Osero, Daniel W. | Nationwide Retiremen... | 0.00 | -52.50 |
| | | | | | | -52.50 |
| 11/14/20 | DD... | Paycheck | Plier, Christopher J. | Nationwide Retiremen... | 0.00 | -15.00 |
| | | | | | | -15.00 |
| 11/14/20 | | Paycheck | Schmeichel, Robert E. | Nationwide Retiremen... | 0.00 | -128.63 |
| | | | | | | -128.63 |
| 11/14/20 | DD... | Paycheck | Skerke, Ellen J | Nationwide Retiremen... | 0.00 | -436.88 |
| | | | | | | -436.88 |
| 11/14/20 | | Paycheck | Weiss, James | Nationwide Retiremen... | 0.00 | -50.81 |
| | | | | | | -50.81 |
| 11/14/20 | DD... | Paycheck | Wilde, Thomas | Nationwide Retiremen... | 0.00 | -64.31 |
| | | | | | | -64.31 |
| TOTAL | | | | | | -1,298.27 |

6:30 AM

11/09/24

Town of Neenah
Payroll Liability Balances
November 2024

Federal Tax = \$ 1818.96
State Tax = \$ 493.10

| | <u>BALANCE</u> | |
|----------------------------------|------------------------|------------|
| Payroll Liabilities | | |
| Federal Withholding | 1,323.50 | } 1,818.96 |
| Medicare Employee | 247.73 | |
| Medicare Company | 247.73 | |
| WI - Withholding | 493.10 | |
| Medicare Employee Addl Tax | 0.00 | |
| Total Payroll Liabilities | <u><u>2,312.06</u></u> | |

6:31 AM
11/09/24
Accrual Basis

Town of Neenah
General Ledger
As of November 30, 2024

WI Retirement
\$ 803.86

| Type | Date | Num | Name | Memo | Split | Amount |
|---|----------|-------|-----------------|------------|------------|------------------|
| 21530-0 · WRS Payable | | | | | | |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | 401.93 |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | 401.93 |
| Total 21530-0 · WRS Payable | | | | | | 803.86 |
| 34300-0 · Fund Balances Town of Neenah | | | | | | |
| Total 34300-0 · Fund Balances Town of Neenah | | | | | | |
| 51420-0 · Clerk - Salary | | | | | | |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | -5,780.00 |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | -45.00 |
| Total 51420-0 · Clerk - Salary | | | | | | -5,825.00 |
| TOTAL | | | | | | -5,021.14 |

6:31 AM
11/09/24
Accrual Basis

Town of Neenah
General Ledger
As of November 30, 2024

WI Health
\$ 1,124.60

| Type | Date | Num | Name | Memo | Split | Amount |
|---|----------|-------|-----------------|------------|------------|------------------------|
| 21533-0 · Health Insurance Payable | | | | | | |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | 224.92 |
| Paycheck | 11/14/20 | DD... | Skерke, Elle... | Direct ... | 11010-1... | 899.68 |
| Total 21533-0 · Health Insurance Payable | | | | | | <u>1,124.60</u> |
| TOTAL | | | | | | <u><u>1,124.60</u></u> |

**Town of Neenah
Deposit Detail
October 2024**

Deposit Report

| <u>Date</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Amount</u> |
|-------------|---------------------|--------------------|---|---------------|
| 10/01/21 | | Deposit | 11011-1 · General MM - Prospera (124) | 19,001.30 |
| | WI Dept. of Reve... | Deposit | 43531-0 · State Grant-Trans Aid | -19,001.30 |
| TOTAL | | | | -19,001.30 |
| 10/10/21 | | Deposit | 11011-1 · General MM - Prospera (124) | 3,369.69 |
| | Assessment letters | Deposit | 46110-0 · Clerk's Assessment Letters Fees | -100.00 |
| | CSM Reviews | Dempewolf | 44401-0 · CSM Reviews | -50.00 |
| | Dog Licenses | Deposit | 44210-0 · Dog Licenses Fee | -15.00 |
| | Building Permits | Deposit | 44310-0 · Building Permits | -3,204.69 |
| TOTAL | | | | -3,369.69 |
| 10/10/21 | | Deposit | 11011-1 · General MM - Prospera (124) | 294.30 |
| | Winnebago Cou... | tipping fee credit | 53635-0 · Recycling | -294.30 |
| TOTAL | | | | -294.30 |
| 10/31/21 | | Interest | 6-11020 · SW Savings - Prospera (127) | 2,346.34 |
| | | Interest | 6-48150 · Interest Income - Stormwater | -2,346.34 |
| TOTAL | | | | -2,346.34 |
| 10/31/21 | | Deposit | 11011-1 · General MM - Prospera (124) | 1,822.22 |
| | Cell Tower Rent | 11-2024 renta | 48200-4 · Cell Tower | -1,630.97 |
| | Cell Tower Rent | 11-2024 sublea... | 48200-4 · Cell Tower | -191.25 |
| TOTAL | | | | -1,822.22 |
| 10/31/21 | | Interest | 11011-1 · General MM - Prospera (124) | 526.46 |
| | | Interest | 48110-0 · Interest Income | -526.46 |
| TOTAL | | | | -526.46 |
| 10/31/21 | | Interest | 11010-1 · Checking - Prospera (150) | 2.97 |
| | | Interest | 48110-0 · Interest Income | -2.97 |
| TOTAL | | | | -2.97 |
| 10/31/21 | | Interest | 11900-0 · BNY Mellon - Pershing | 2,699.51 |
| | | Interest | 48110-0 · Interest Income | -2,699.51 |
| TOTAL | | | | -2,699.51 |
| 10/31/21 | | Interest | 11320-5 · BNY Mellon - Tullar Road | 1.55 |
| | | Interest | 48160-0 · Interest Income- Tullar Road CD | -1.55 |
| TOTAL | | | | -1.55 |

6:37 AM

11/09/24

Town of Neenah
Deposit Detail
October 2024

| <u>Date</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Amount</u> |
|-------------|-------------|-------------|--|---------------|
| 10/31/21 | | Interest | 6-11050 · SW - BNY Mellon-Pershing | 2,038.55 |
| | | Interest | 6-48150 · Interest Income - Stormwater | -2,038.55 |
| TOTAL | | | | -2,038.55 |

RESOLUTION 2024-19
RESOLUTION TO ADOPT THE
2025 BUDGET FOR TOWN OF NEENAH
AND THE STORM WATER UTILITY DISTRICT

Town of Neenah
Winnebago County, Wisconsin

WHEREAS, the Town of Neenah seeks to adopt the 2025 of Neenah and Town of Neenah Storm Water Utility District Budgets; and

WHEREAS, the Town of Neenah has presented the 2025 Budgets to the public via a public hearing on November 11, 2024; and

WHEREAS, there were no public objections to the 2025 Town of Neenah and Stormwater Utility District budgets; and

WHEREAS, the Storm Water Utility District will adopt the Storm Water Utility District Budget on November 14, 2024;

NOW THEREFORE, BE IT RESOLVED, the Town of Neenah adopts the 2025 Town of Neenah and Storm Water Utility District Budgets as presented in summary format in the comprehensive budget presented to the public.

Adopted this 11th day of November 2024.

TOWN OF NEENAH

By: _____
Robert E. Schmeichel, Chairman

ATTEST:

Ellen Skerke, Administrator-Clerk-Treasurer

**Town of Neenah
Winnebago County
2025 Proposed Budget**

| General Fund | Actual 2023 | Amended Budget 2024 | Year End Estimate 2024 | Proposed Budget 2025 | Percent Change |
|--|------------------------|------------------------------------|---------------------------------------|-------------------------------------|---------------------------|
| REVENUES: | | | | | |
| General Property Taxes | \$ 467,517 | \$ 439,620 | \$ 439,474 | \$ 555,149 | 26.3% |
| Intergovernmental Revenues | \$ 456,574 | \$ 658,983 | \$ 661,264 | \$ 2,739,224 | 315.7% |
| Licenses & Permits | \$ 40,553 | \$ 69,056 | \$ 44,102 | \$ 44,000 | -36.3% |
| Fines, Forfeitures & Penalties | \$ - | \$ - | \$ - | \$ - | |
| Public Charges for Services | \$ 2,726 | \$ 2,840 | \$ 3,163 | \$ 2,680 | -5.7% |
| Intergovernmental Charges for Services | \$ 202,666 | \$ 202,666 | \$ 203,231 | \$ 202,666 | 0.0% |
| Miscellaneous Revenues | \$ 129,588 | \$ 116,788 | \$ 163,652 | \$ 89,695 | -23.2% |
| Other Financing Sources | \$ 53,000 | \$ 52,999 | \$ 35,000 | \$ 66,250 | |
| Proceeds from Long Term Debt | \$ 804,696 | \$ - | \$ - | \$ - | |
| TOTAL REVENUES | \$ 2,157,320 | \$ 1,542,953 | \$ 1,549,886 | \$ 3,699,664 | 139.8% |
| Cash Balance Applied | \$ (51,789) | \$ 917,618 | \$ 632,090 | \$ 838,663 | -8.6% |
| TOTAL REV. & CASH BALANCE APPLIED | \$ 2,105,531 | \$ 2,460,571 | \$ 2,181,976 | \$ 4,538,327 | 84.4% |
| EXPENDITURES: | | | | | |
| General Government | \$ 544,262 | \$ 712,337 | \$ 688,802 | \$ 417,189 | -41.4% |
| Public Safety | \$ 175,271 | \$ 372,228 | \$ 674,201 | \$ 192,918 | -48.2% |
| Public Works | \$ 876,732 | \$ 709,648 | \$ 670,850 | \$ 3,643,891 | 413.5% |
| Health & Human Services | \$ - | \$ - | \$ - | \$ - | 0.0% |
| Culture, Recreation & Education | \$ 121,476 | \$ 121,426 | \$ 103,845 | \$ 121,426 | 0.0% |
| Fire Department Outlay | \$ 315,000 | \$ 500,653 | \$ - | \$ - | |
| Debt Service | \$ 72,790 | \$ 44,279 | \$ 44,279 | \$ 162,904 | 267.9% |
| TOTAL EXPENDITURES | \$ 2,105,531 | \$ 2,460,571 | \$ 2,181,976 | \$ 4,538,327 | 84.4% |
| Fund Balance January 1 | \$ 1,786,329 | \$ 1,462,523 | \$ 1,838,118 | \$ 1,206,028 | |
| Net Change in Fund Balance | \$ 51,789 | \$ (273,191) | \$ (632,090) | \$ (838,663) | |
| Fund Balance December 31 | \$ 1,838,118 | \$ 1,189,332 | \$ 1,206,028 | \$ 367,365 | |

**Town of Neenah
Winnebago County
2025 Proposed Budget**

| | Actual 2023 | Budget 2024 | Year End Estimate 2024 | Proposed Budget 2025 |
|---|---------------------|---------------------|------------------------------|----------------------------|
| Other Funds | | | | |
| <u>American Rescue Plan Act Fund</u> | | | | |
| Fund Balance January 1 | \$ 369,166 | \$ 20,802 | \$ 514,166 | \$ - |
| Net Change in Fund Balance | \$ 145,000 | \$ (20,802) | \$ (514,166) | \$ - |
| Fund Balance December 31 | <u>\$ 514,166</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| <u>Impact Fee Fund</u> | | | | |
| Fund Balance January 1 | \$ 7,008 | \$ 8,016 | \$ 8,016 | \$ 8,026 |
| Net Change in Fund Balance | \$ 1,008 | \$ 1,500 | \$ 10 | \$ 1,500 |
| Fund Balance December 31 | <u>\$ 8,016</u> | <u>\$ 9,516</u> | <u>\$ 8,026</u> | <u>\$ 9,526</u> |
| <u>Tullar Road Fund</u> | | | | |
| Fund Balance January 1 | \$ 34,830 | \$ 37,525 | \$ 37,207 | \$ 42,011 |
| Net Change in Fund Balance | \$ 2,377 | \$ 2,750 | \$ 4,804 | \$ 5,000 |
| Fund Balance December 31 | <u>\$ 37,207</u> | <u>\$ 40,275</u> | <u>\$ 42,011</u> | <u>\$ 47,011</u> |
| <u>Stormwater Fund</u> | | | | |
| Fund Balance January 1 | \$ 852,843 | \$ 1,133,479 | \$ 1,095,395 | \$ 1,475,821 |
| Net Change in Fund Balance | \$ 242,552 | \$ 273,472 | \$ 380,426 | \$ (820,534) |
| Fund Balance December 31 | <u>\$ 1,095,395</u> | <u>\$ 1,406,951</u> | <u>\$ 1,475,821</u> | <u>\$ 655,287</u> |

As of October 25, 2024

RESOLUTION 2024-20

**RESOLUTION TO APPROVE
THE 2025 COMPENSATION SCHEDULE**

**Town of Neenah
Winnebago, County, Wisconsin**

WHEREAS, the Town of Neenah's (the Town) Auditor, Clifton Larson and Allen has recommended that the Town adopt a Compensation Schedule on an annual basis to facilitate the preparation of the Town's Financial Statements and;

WHEREAS, such a Compensation Schedule will facilitate the proper financial management of the Town and;

WHEREAS, such the Town has prepared a 2025 Compensation Schedule, shown in Attachment A to this resolution and;

NOW, THEREFORE BE IT RESOLVED, that the Town of Neenah adopts the 2025 Compensation Schedule as shown in Attachment A and;

BE IT FUTHER RESOLVED, that a Compensation Schedule shall be adopted by the Town annually,

BE IT FUTHER RESOLVED, that this Resolution is permanently entered in the record of the proceeding of the Town of Neenah, Winnebago County, Wisconsin.

Approved and adopted this 11th day of November 2024.

TOWN OF NEENAH

Robert E. Schmeichel, Chairman

ATTEST:

Ellen Skerke, Administrator-Clerk-Treasurer

Exhibit A
Town of Neenah
Compensation Schedule
as of January 1, 2025

| | | |
|--|-------------------------|--------------------------------|
| Chairman | Annual Salary | \$16,260.00 |
| Supervisor | Annual Salary | \$8,130.00 |
| Administrator/Clerk/Treasurer | Annual Salary | \$69,360.00 |
| Administrator/Clerk/Treasurer Wisconsin Retirement | 6.95 % of Annual Salary | \$4,821.00 |
| Deputy Clerk / Treasurer | Rate per Hour | \$18.00 - \$21.00 |
| Office Assistant | Rate per Hour | \$15.00 |
| Per Diem - Half Day | Per Occasion | \$45.00 |
| Per Diem - Full Day | Per Occasion | \$90.00 |
| Roads / Storm Water Superintendent | Rate per Hour | \$25.00 |
| Maintenance / Facilities Management Superintendent | Rate per Hour | \$25.00 |
| Animal Control | Rate per Call | \$40.00 |
| 911 Sign Maintenance | Rate per Hour | \$25.00 |
| Election Officials (Poll Worker) | Per Election | Chief= \$250/Poll Worker \$200 |
| Election Officials (Poll Worker) before/after Election Day | Rate per Hour | \$12.00 |
| Firefighter / EMR -Business Meeting | Per Meeting | \$25.00 |
| Firefighter -Training Meeting | Per Meeting | \$25.00 |
| EMR-Training Meeting | Rate per Hour | \$20.00 |
| Firefighter - Fire Call 1st hour | Rate per Hour | \$20.00 |
| EMR- Fire Call 1st hour | Rate per Hour | \$25.00 |
| Firefighter / EMR - Fire Call additional hours | Rate per Hour | \$15.00 |
| Firefighter - Work Detail | Rate per Hour | \$15.00 |
| Firefighter - Drills | Rate per Hour | \$15.00 |
| Firefighter - State Mandated Training | Rate per Hour | \$10.00 * |
| Firefighter - Inspections | Rate per Inspection | \$15.00 |
| Fire Chief | Annual Salary | \$8,400.00 |
| <u>Fire Department Line/Staff Officers</u> | | |
| Assistant Fire Chief(s) | Annual Salary | \$2,400.00 |
| Captain(s) including Training Officer | Annual Salary | \$750.00 |
| Lieutenants(s) | Annual Salary | \$300.00 |
| <u>Fire Department Elected Officers</u> | | |
| President | N/A | N/A |
| Vice President | N/A | N/A |
| Secretary | Annual Salary | \$250.00 |
| Treasurer | Annual Salary | \$250.00 |

Board members that fill in for any position as a temporary worker is paid the rate as noted in the compensation schedule for the position they are filling, effective April 10, 2012.

Town Board elected officials are paid Per Diems based on Town of Neenah Municipal Code Section 1.01(1)f.

* Payment for State Mandated Training will occur following proof of successful completion / Certification

Approved via Board Action on 11-11-2024 Resolution 2024-20



Urban Living in a Rural Setting

MEMORANDUM

To: Town Board

From: Ellen Skerke, Administrator-Clerk-Treasurer

Date: November 9, 2024

Memo: November 11, 2024 Resolution 2024-21 to Accept Offer to Purchase

Resolution 2024-21 is presented to the Town Board at the November 11, 2024 Town Board Meeting as a follow up from the Electors Meeting held on November 11, 2024.

The Elector Meeting will be held prior to the Town Board meeting on November 11, 2024 immediately following the 7:00 PM Public Hearing on the 2025 Budget. The Electors will take action to either authorize or deny the Town Board the ability to sell the vacant land near Oakridge Road (30.55 acres)

Should the Electors authorize the sale of property, the Town Board has the option to approve Resolution 2024-21.

Should the Electors deny the authority to sell the property, this Resolution shall be tabled with no further action.

RESOLUTION # 2024-21

**A RESOLUTION TO ACCEPT OFFER TO PURCHASE
VACANT LAND on OAKRIDGE ROAD
PARCELS 010-021808 AND 010-0280603, 30.55 ACRES**

**Town of Neenah
Winnebago County, Wisconsin**

WHEREAS the Town of Neenah received an Offer to Purchase from Jeffery D. Ogden or his assignees or designee, to purchase approx. 30.55 acres of vacant land on Oakridge Road (Parcel IDs 010-021808 and 010-02180603) for the price of \$800,000 received on September 19, 2024.

WHEREAS The Town Board accepted the offer, contingent upon Electoral approval at the October 28, 2024 Town Board Meeting.

WHEREAS a Special Meeting of the Electors was properly noticed and held on November 11, 2024 where the Electors passed Resolution 2024-17 giving the Town Board the authority to exercise the right to sell for \$800,000, the following real property in the town, specifically described as :

Parcel 010-021808 Approximately 11.52 acres located on the northside of Oakridge Road

Legal Description:

PT SE SW & PT NE SW DESC AS LOT 3 OF CSM-5180 EXC HWY-PT D1681186-6.99A 11.52 A.

And

Parcel 010-021808 Approximately 19.03 acres located on the northside of Oakridge Road

Legal Description:

PT NE SW & PT SE SW & PT SW SW & PT SE NW DESC AS LOT 2 OF CSM-4342 EXC CSM-4998 EXC HWY-PT D1681186-18.22A EXC CSM-7801 19.03 A.

Electoral Vote on Resolution 2024-17

Number of Town Electors authorized to vote: _____

Ayes _____

Nays _____

Abstained _____

Not Voting _____

NOW THEREFORE, BE IT RESOLVED, the Town of Neenah accepts the Offer to Purchase made by Jeffery D. Ogden or his assignees or designee, to purchase approx. 30.55 acres of vacant land on Oakridge Road(Parcels IDs 010-021808 and 010-02180603) for the price of \$800,000 per the written Offer to Purchase received on September 19, 2024.

Adopted this 11th day of November 2024.

TOWN OF NEENAH

By:

Robert Schmeichel
Chairman

Attest:

Ellen Skerke
Administrator-Clerk-Treasurer