



**City of Neenah**  
**Water Works Commission Agenda**  
**and**  
**Storm Water Citizen Advisory Board Agenda**  
**Monday, June 15, 2026 at 4:30 PM**  
**211 Walnut Street, Neenah, WI 54956**  
**Neenah City Hall - Hauser Room**

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- I. Call to Order
- II. Roll Call
- III. Public Appearances  
Speakers must state their name and residential address and are allowed five minutes to speak on any topic.
- IV. Approval of Minutes
  - A. Approval of May 18, 2026 Regular Meeting Minutes
- V. Unfinished Business
- VI. New Business
  - A. Approval of May 2026 Invoices
  - B. Storm Water
    - 1. Receive and Place on File Storm Water Report
    - 2. Receive and Place on File Storm Sewer MS4 Report
  - C. Receive and Place on File 2025 Benchmark Report
  - D. Approve Request to Purchase Historical Property Report for Utility-Owned Lot
  - E. Request to Approve Proposal for GAC Media Replacement
  - F. Receive and Place on File Director's Report
- VII. Announcements and Future Agenda Items
- VIII. Adjournment

**Notice:** Pursuant to the requirements of Wis. Stats. Sec. 19.84 (Open Meeting Notice Law), a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject on which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or e-mail [clerk@neenahwi.gov](mailto:clerk@neenahwi.gov) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**MINUTES OF THE NEENAH WATER WORKS COMMISSION  
AND  
STORM WATER CITIZEN ADVISORY BOARD MEETING**  
Regular Meeting – May 18, 2026  
Hauser Room – City Hall, 211 Walnut Street, Neenah, WI

**Present:** President Schmeichel; Commissioners: Bauman, Hemes, and Pollnow; and Director Mach

**Excused:** Commissioner Borchardt

**Also Present:** Water Utility Business Manager Barlow, Finance Director Rasmussen, Deputy Finance Director Kahl, and Ms. Jodi Dobson from Baker Tilly (via online meeting)

Call to Order - President Schmeichel called the meeting to order at 4:31 p.m.

Public Appearances – None.

Approve Regular Meeting Minutes for April 20, 2026 – Following discussion, **M.S.C. Hemes/Bauman to approve the April 20, 2026 Regular Meeting Minutes**. All voting aye.

Approve Closed Session Meeting Minutes for April 20, 2026 – Following discussion, **M.S.C. Schmeichel/Hemes to approve the April 20, 2026 Closed Session Meeting Minutes**. Commissioners Schmeichel, Hemes, and Bauman voting aye. Commissioner Pollnow abstained.

Unfinished Business – None.

Election of Officers –

1. Commissioner Hemes nominated Commissioner Schmeichel as President and Commissioner Bauman as Vice Present. Commissioner Schmeichel seconded the nominations. Commissioners Schmeichel and Bauman accepted the nomination.

**There were no objections to unanimous consent.**

2. Commissioner Schmeichel nominated Commissioner Hemes as Secretary. Commissioner Hemes accepted the nomination.

**There were no objections to unanimous consent.**

Approval of April 2026 Invoices – Commissioners had questions about charges and invoices from Mississippi Lime Company LLC and Lodge Kohler along with the Overpaid Final Accounts that show up on the transactions sheet. Director Mach noted that Mississippi Lime invoices periodically – sometimes right away and sometimes in batches. The plant is receiving one to two truckloads of lime per week. The trucks are never the exact same load. The charges from Lodge Kohler are for a training conference. Overpaid Final Accounts are refunds issued to one party when two parties pay the same utility bill.

Following discussion, **M.S.C. Bauman/Hemes approve the April 2026 invoices**. All voting aye.

Receive and Place on File 2025 Water Utility Audit – Ms. Jodi Dobson from Baker Tilly presented the 2025 Utility Audit for Commission consideration. Highlights of the report include continued excellence in accurate reporting, and a strong position. The cash position is extremely strong and the months on hand of unrestricted reserves is very healthy. She noted that expenses are showing a corresponding increase in 2025.

## Waterworks Commission and Storm Water Citizens Advisory Board Meeting Minutes

May 18, 2026

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Commissioners asked why Utility funds are co-mingled with City funds, why expenses increased in 2025 vs. 2024, and why the City Loan is not listed as debt. Deputy Director Kahl noted that the Utility funds, while co-mingled with City funds for investment and banking purposes, are always accounted for separately. Director Mach explained that the increase in expenses were due to the cost of the lagoon dredging, increases in Transmission and Distribution expenses, increases in chemical costs, increased Depreciation Expense, and increased PILOT (taxes). Deputy Director Kahl explained that the City Loan is treated as an advance vs. debt on the Utility's books.

Following discussion, **M.S.C. Schmeichel/Pollnow to receive and place on file the 2025 Water Utility Audit.** All voting aye.

Receive and Place on File Financial Reports – Director Mach and Deputy Director Kahl presented the 2025 12-month and 2026 3-month financial reports for Commission consideration. Highlights include a continued strong position, decrease in Interest Income, and decrease in Capital Contributions. Commissioners asked about the PFAS settlement. Director Mach noted that we recently received another check, but the payments are spaced out over years.

Following discussion, **M.S.C. Hemes/Bauman to receive and place on file the Financial Reports.** All voting aye.

Water Utility Uniform Discussion – Director Mach noted that when our staff have attended training events and conventions, they have noticed that other utilities have good-quality logo wear. Director Mach wanted to open the conversation about our Utility purchasing some uniforms or logo wear for our employees. Commissioners asked whether the Utility would own the clothing or if it will be given to the employees. Director Mach explained that the easiest route was to have the Utility own the clothing. He would like to see the employees own it, but there are tax implications for the employees. Commissioners asked him to consult with the employees and report back to the Commission.

Following discussion, **Informational only. No action required.**

Microplastics Discussion – Director Mach recently received a letter from Napoli Shkolnik regarding a possible microplastics class-action suit. The Utility joined the class-action lawsuit for PFAS and the results were favorable. The Utility doesn't have any issues with microplastics at this time.

Following discussion, **Informational only. No action required.**

**Commission Hemes exited the meeting.**

Director's Report –

1. Relief Operator Preissner has accepted the position of Filter Plant Electrical Technician – Commissioners welcomed him to his new position.
2. Water Loss Report – The utility has been experiencing some recent main breaks due to excessive rains and shifting ground. The water loss has been trending upward.
3. Solar Installation Update – The array continues to function well. Director Mach found a calculation error that improved the actual return.
4. The Water Utility has taken possession of the new Dump Truck.

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5. The PSC Annual Report has been filed.
6. The Water Utility received a check for \$54,106.76 for the PFAS settlement.
7. The next regular Waterworks Commission meeting is scheduled for Monday, June 15, 2026.

Following discussion, **M.S.C. Bauman/Pollnow to receive and place on file the Director's Report.** All voting aye.

Storm Water Report – None.

Adjournment – **M.S.C. Bauman/Pollnow to adjourn at 5:54 p.m.** All voting aye.

Respectfully submitted,



Anthony L. Mach  
Director, Neenah Water Utility

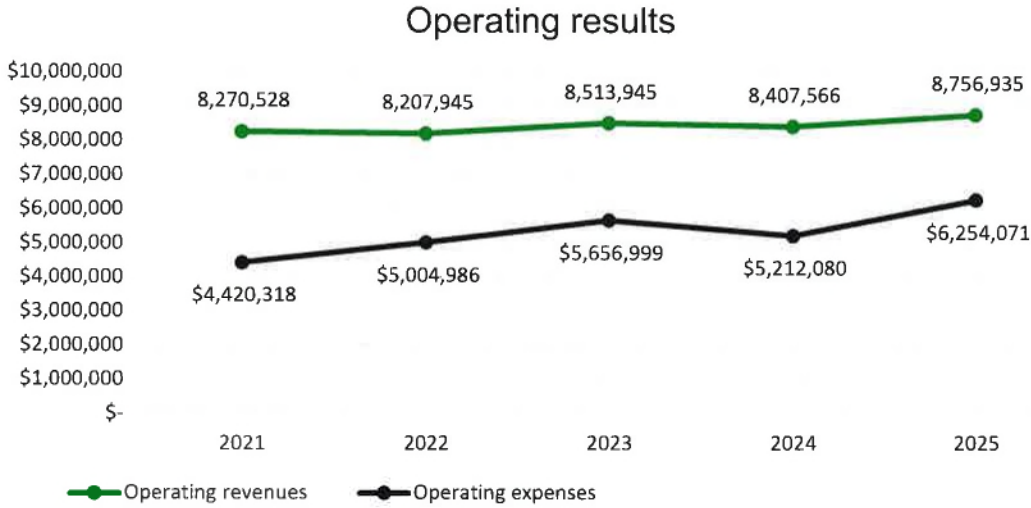
Public Service Commission (PSC) Annual Report Data					
	2021	2022	2023	2024	2025
Net Income:					
Total Operating Revenues	\$ 8,282,832	\$ 8,324,687	\$ 8,623,614	\$ 8,529,757	\$ 9,179,862
Less Total Operating Expenses	\$ (5,286,164)	\$ (5,827,280)	\$ (6,383,840)	\$ (5,928,521)	\$ (6,992,995)
<b>Net Operating Income</b>	<b>\$ 2,996,668</b>	<b>\$ 2,497,407</b>	<b>\$ 2,239,774</b>	<b>\$ 2,601,236</b>	<b>\$ 2,186,867</b>
Total Other Income	\$ 455,953	\$ 324,657	\$ 894,024	\$ 1,521,658	\$ 970,199
<b>Total Income</b>	<b>\$ 3,452,621</b>	<b>\$ 2,822,064</b>	<b>\$ 3,133,798</b>	<b>\$ 4,122,894</b>	<b>\$ 3,157,066</b>
Less Total Misc. Income Deductions	\$ (133,378)	\$ (138,331)	\$ (141,142)	\$ (150,667)	\$ (162,046)
Less Total Interest Charges	\$ (156,557)	\$ (114,404)	\$ (128,363)	\$ (85,179)	\$ (52,663)
<b>Net Income</b>	<b>\$ 3,162,686</b>	<b>\$ 2,569,329</b>	<b>\$ 2,864,293</b>	<b>\$ 3,887,048</b>	<b>\$ 2,942,357</b>
Return on Rate Base:					
Utility Plant in Service, Materials, & Supplies	\$ 57,946,251	\$ 59,790,650	\$ 62,068,060	\$ 64,395,004	\$ 67,225,252
Reserve for Depr. & Reg Liability	\$ (22,766,407)	\$ (23,867,373)	\$ (25,078,423)	\$ (26,153,856)	\$ (27,096,852)
Net Rate Base	\$ 35,179,844	\$ 35,923,277	\$ 36,989,637	\$ 38,241,148	\$ 40,128,400
<b>Net OPERATING Income as a % of Rate Base (Rate of Return)</b>	<b>8.52%</b>	<b>6.95%</b>	<b>6.06%</b>	<b>6.80%</b>	<b>5.45%</b>
Operating Revenues:					
Water Sales to Customers	\$ 6,228,506	\$ 6,186,274	\$ 6,433,428	\$ 6,298,113	\$ 6,615,498
Public Fire Protection	\$ 1,699,063	\$ 1,718,723	\$ 1,724,402	\$ 1,766,049	\$ 1,791,950
Private Fire Protection	\$ 135,117	\$ 137,510	\$ 137,456	\$ 137,457	\$ 140,537
Total Customer Sales	\$ 8,062,686	\$ 8,042,507	\$ 8,295,286	\$ 8,201,619	\$ 8,547,985
Other Operating Revenues	\$ 220,146	\$ 282,180	\$ 328,328	\$ 328,138	\$ 631,877
<b>Total Operating Revenues</b>	<b>\$ 8,282,832</b>	<b>\$ 8,324,687</b>	<b>\$ 8,623,614</b>	<b>\$ 8,529,757</b>	<b>\$ 9,179,862</b>
Operating Expenses:					
Operating & Maint. (O&M) Exp.	\$ (2,746,383)	\$ (3,320,683)	\$ (3,951,483)	\$ (3,431,815)	\$ (4,399,541)
Depreciation Expense	\$ (1,443,785)	\$ (1,448,164)	\$ (1,460,647)	\$ (1,524,264)	\$ (1,582,387)
Taxes	\$ (1,095,996)	\$ (1,058,433)	\$ (971,710)	\$ (972,442)	\$ (1,011,067)
PILOT	\$ (995,938)	\$ (955,939)	\$ (866,330)	\$ (860,227)	\$ (898,016)
Non-PILOT	\$ (100,058)	\$ (102,494)	\$ (105,380)	\$ (112,215)	\$ (113,051)
<b>Total Operating Expenses</b>	<b>\$ (5,286,164)</b>	<b>\$ (5,827,280)</b>	<b>\$ (6,383,840)</b>	<b>\$ (5,928,521)</b>	<b>\$ (6,992,995)</b>



# City of Neenah Utilities

## Water Utility Results

	Current Year	Prior Year
Actual Rate of Return	5.45%	6.80%
Authorized Rate of Return	7.50%	7.50%



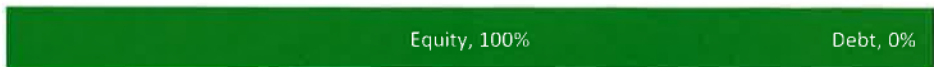
### Unrestricted Reserves

	2021	2022	2023	2024	2025
Year end balance	\$ 7,744,113	\$ 7,022,452	\$ 10,071,121	\$ 9,349,491	\$ 10,165,534
Months on hand	11.24	10.27	14.19	13.34	13.93

### Debt Coverage

	2021	2022	2023	2024	2025
Actual	3.05	2.67	2.83	9.11	0.00
Required	1.25	1.25	1.25	1.25	0.00

### Investment in Capital



**WATER UTILITY CASH ACTIVITY**  
**May 2026**

Cash Balance May 1, 2026		\$6,250,831
<b>Cash Receipts</b>		
Water Collection Receipts	579,151	
Sewer/Storm Billing Services	7,500	
Insurance Settlement	76,617	
P-Card Rebate Q1	12,222	
Other Water Receipts	12,070	
		687,560
<b>Cash Distributions</b>		
Check Register	573,950	
WE Energies	31,172	
Disbursements to the City	255,432	
		860,554
<b>Cash Balance May 31, 2026</b>		<b>6,077,837</b>

**MAY DISBURSEMENTS TO THE CITY**

Payroll		116,204
Payroll Benefits		40,435
Vehicle Fuel & Fluids		1,245
Vehicle Maintenance		938
Postage		784
IS Services		5,033
GIS Services		157
Finance Services-Payment Receipting		2,594
Finance Services-Accounting		5,964
HR Services		1,998
Legal Services		2,881
Payment in Lieu of Taxes		76,122
Rent		1,077
<b>Total Disbursements to the City</b>		<b>255,432</b>

**REPLACEMENT FUND RESERVES AS OF MAY 2026**

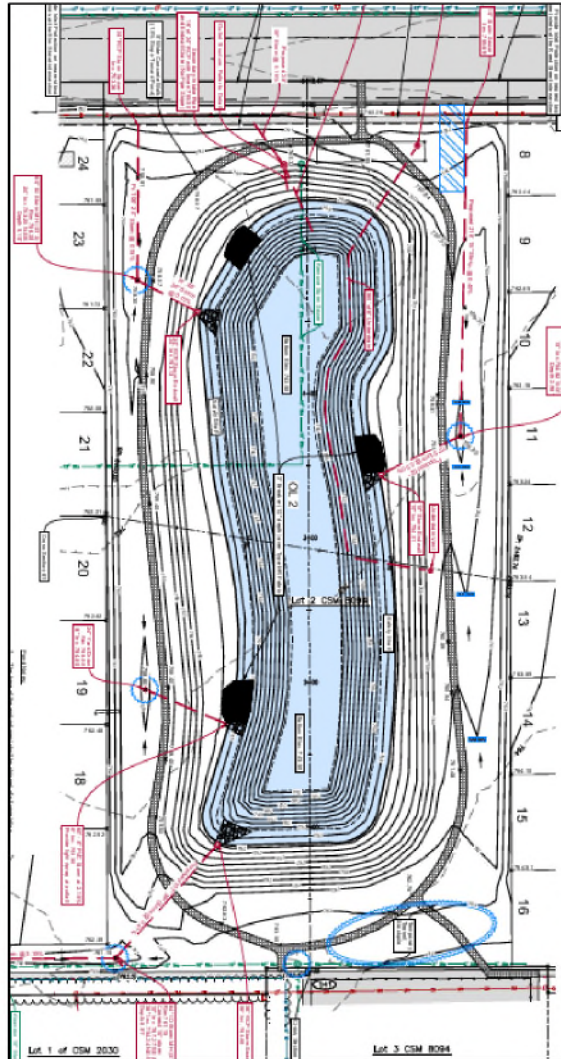
Sludge Lagoon		\$1,332,039
Vehicles		194,199
Painting Hydrants		55,375
GAC Media Replacement		530,000
Pump Rehab		191,254
Meters/Endpoints		125,000
Boiler Replacement		70,000
<b>Total Replacement Fund Reserves</b>		<b>\$2,497,867</b>

AP Payment Date	AP Payment Number	U S BANK	AP Vendor Name	AP Invoice Number	AP Transaction Amount	AP Description 01	AP Description 02
05/29/2026	4250	U S BANK		05-25-26	425.00	PACKER CITY SOFT WATER	SOFTNER SALT
05/28/2026	4246	WERNER ELECTRIC SUPPLY COMPANY		8053861001	27.37	CHANNEL STRUT / HARDWARE	
05/29/2026	4214	U S BANK		05-12-26	779.18	HAWKINS INC	AMMONIA HYDROXIDE
05/21/2026	4186	DE GROOT INC		CNI-26 PAY #1	372,974.20	PAY REQUEST NO.1 CONTRACT	1-26
05/29/2026	4214	U S BANK		05-12-26	44.49	AMAZON MKTPL'B11205W00	OFFICE SUPPLIES
05/29/2026	4214	U S BANK		05-12-26	6,433.02	HAWKINS INC	LPC-31
05/29/2026	4214	U S BANK		05-12-26	2,653.35	USABUEBOOK	LAB EQUIP/ CALBR STANDARDS
05/21/2026	4206	PRIMADATA LLC		74889	656.05	APR UTILITY BILL PRINTING	
05/29/2026	4250	FERGUSON WATERWORKS		05-25-26	298.00	AMERICAN WATER WORKS ASSO	MEMBERSHIP GORGES
05/21/2026	4191	FERGUSON WATERWORKS		465262	622.00	REPAIR CLAMP	
05/29/2026	4250	U S BANK		05-25-26	100.75	4TE*CULLIGAN WATER CONDIT	LAB WATER
05/29/2026	4214	U S BANK		05-12-26	14.34	THE UPS STORE 2376	LAB SHIPPING
05/21/2026	4191	FERGUSON WATERWORKS		473824	555.00	LARGE METER TESTING	
05/28/2026	4239	NORTHERN LAKE SERVICE INC		2607207	784.12	LAB TESTS	
05/29/2026	4250	U S BANK		05-25-26	203.76	USABUEBOOK	LAB REAGENTS/SUPPLIES
05/21/2026	4201	MISSISSIPPI LIME COMPANY LLC		CD196181	5,850.00	HYDRATED LIME	
05/29/2026	4250	U S BANK		05-25-26	159.13	CINTAS CORP	MATS MOPS DISTRIBUTION
05/29/2026	4250	U S BANK		05-25-26	91.80	MORTON SAFETY, LLC	ELECTROLYTES
05/29/2026	4250	U S BANK		05-25-26	179.99	BESTBUYCOM807183873429	MONITOR MOUNT
05/07/2026	4135	N & M AUTO SUPPLY		857487	16.03	WIPER BLADES - TRUCK 85	
05/29/2026	4250	U S BANK		05-25-26	622.80	LINCOLN CONTRACTORS SUPPL	MARKING PAINT
05/29/2026	4250	U S BANK		05-25-26	159.13	CINTAS CORP	MATS MOPS TREATMENT
05/29/2026	4250	U S BANK		05-25-26	75.01	AMAZON MKTPL *WR3V160J3	OFFICE SUPPLIES
05/29/2026	4250	U S BANK		05-25-26	385.25	LINCOLN CONTRACTORS SUPPL	SUPPLIES
05/29/2026	4214	U S BANK		05-12-26	98.95	AMAZON.COM*V3436E10	BATTERIES/VOLT ALERTS
05/21/2026	4177	AIRGAS USA LLC		9703427225	-90.67	CARBON DIOXIDE - FUEL CHA	RGE CREDIT
05/28/2026	4218	BAKER TILLY US LLP		BT3655917	600.00	2025 AUDIT FINAL BILLING	
05/29/2026	4214	U S BANK		05-12-26	55.21	UNITED STATES PLASTIC COR	SAMPLE BOTTLES
05/29/2026	4214	U S BANK		05-12-26	6.35	OPC MSC*SERVICE FEE 024	PROC FEE BARLOW TRAINING
05/07/2026	4133	MICHEL'S		3911	314.17	BACKFILL	
05/07/2026	4126	DIVERSIFIED BENEFIT SERVICES INC		475910	24.00	APR FSA-WATER- 6 EES @\$4.	00 EACH
05/28/2026	4216	AIRGAS USA LLC		9171744181	3,560.00	CARBON DIOXIDE	
05/28/2026	4235	MISSISSIPPI LIME COMPANY LLC		CD198257	5,499.00	HYDRATED LIME	
05/29/2026	4214	U S BANK		05-12-26	130.00	OPC*WISCONSIN RURAL WTR	BARLOW TRAINING
05/07/2026	4125	CHEMTRADE CHEMICALS US LLC		90381949	8,616.54	FERRIC SULFATE	
05/29/2026	4176	U S BANK		05-12-26	2,16.18	TDS METROCOM	04/22-05/21 PHONE FEES
05/29/2026	4214	U S BANK		05-12-26	112.55	AMAZON MKTPL *BV1308YJ2	OFFICE SUPPLIES
05/07/2026	4137	NORTHERN LAKE SERVICE INC		2605558	126.72	LAB TESTS	DEHUMIDIFIER BOOSTER STAT
05/29/2026	4214	U S BANK		05-12-26	259.00	THE HOME DEPOT #4903	
05/14/2026	61596	MISSISSIPPI LIME COMPANY LLC		CD193747	5,934.24	HYDRATED LIME	
05/29/2026	4250	U S BANK		05-25-26	90.49	AMAZON MKTPL *RZ36M29J3	OFFICE SUPPLIES
05/29/2026	4214	U S BANK		05-12-26	20.00	IN *ENABLING ELEMENTS, IN	BOOSTER ST TELEM MAY 2026
05/29/2026	4215	U S BANK		05-25-26	303.35	U.S. CELLULAR	AIRTIME 4/22-5/21
05/07/2026	4126	DIVERSIFIED BENEFIT SERVICES INC		476483	79.05	MAY HRA WATER- 17 EES @ \$	4.65 EA
05/29/2026	4214	U S BANK		05-12-26	144.16	PARKER JOHNS BARBECUE & P	SAFETY LUNCH
05/29/2026	4250	U S BANK		05-25-26	13.00	YCBM.COM PLAN PROF	BOOKING SOFTWARE MAY 26
05/29/2026	4214	U S BANK		05-12-26	300.39	THE HOME DEPOT 4903	HARDWARE/WDFD/SPREADER
05/21/2026	4187	DIVERSIFIED BENEFIT SERVICES INC		478286	24.00	MAY FSA-WATER- 6 EES @\$4.	00 EACH
05/29/2026	4214	U S BANK		05-12-26	173.00	BATTERIES PLUS #0502	BATTERIES FIRE ALARM SYST
05/29/2026	4169	PRIMADATA LLC		74843	68.74	AMAZON MKTPL VA8FP8183	FIRE HOSE NOZ & GASKETS
05/29/2026	4214	U S BANK		05-12-26	228.00	PRINTING APR DELINQUENT N	OTICES
05/29/2026	4214	U S BANK		05-12-26	51.40	EBAY O*07-14598-01212	SW AGELOK FITTINGS
05/21/2026	61632	CASPER, WILLIAM		000012971	4,150.84	OVERPD FINAL ACCOUNT	000007876
05/21/2026	61645	PROFESSIONAL SERVICE INDUSTRIES INC		1025383	1,577.85	DENSITY TESTING	
05/29/2026	4214	U S BANK		05-12-26	11.95	BATTERIES PLUS #0502	AA BATTERIES
05/29/2026	4250	U S BANK		05-25-26	1,099.99	BESTBUYCOM807183873429	MONITOR
05/14/2026	4148	BAKER TILLY US LLP		BT3636587	3,465.00	2025 UTILITY AUDIT THRU 4	/30
05/29/2026	4214	U S BANK		05-12-26	165.46	THE UPS STORE 2376	LAB STANDARDS SHIPPING

AP Payment Date	AP Payment Number	AP Vendor Name	AP Invoice Number	AP Transaction Amount	AP Description 01	AP Description 02
05/21/2026	4185	DAVID TENOR CORPORATION	CN2-26 PAY #1	130,698.15	PAY REQUEST NO.1 - CONTRACT	2-26
05/14/2026	61614	IVY LANE LLC	000038845	767.63	OVERPD FINAL ACCOUNT	000006550
05/29/2026	4214	U S BANK	05-12-26	4,866.43	HAWKINS INC	SODIUM PERMANGANATE
05/29/2026	4214	U S BANK	05-12-26	31.00	WI STATE HYGIENE LAB	LAB TEST
05/29/2026	4214	U S BANK	05-12-26	1,831.87	HAWKINS INC	HYDROFULOSILICIC ACID
05/29/2026	4250	U S BANK	05-25-26	427.38	BADGER METER INC	METER READS APR 2026
05/29/2026	4250	U S BANK	05-25-26	226.16	AMAZON MKTPL*PC5CL7VY3	SURVEY STAKES
05/21/2026	61648	SCOTT LAMERS CONSTRUCTION LLC	6311	2,555.00	1091 CONGRESS ST SERVICE	
05/21/2026	61631	BRAZEE'S ACE HARDWARE	66345	11.98	SUPPLIES	
05/29/2026	4214	U S BANK	05-12-26	79.99	AMAZON MKTPL*BF3XR7462	SURVEY BIPOD
<b>Overall - Total</b>				<b>573,949.60</b>		

**Storm Water Citizen's Advisory Board  
Monthly Report  
June 10, 2026**

1. Courtside Fields Pond – Pond excavation is complete. The contractor has started placing the clay liner that will form the bowl of the pond. That work is expected to take several weeks.



2. Storm Water Management Plan – A request for proposal was distributed to seven firms for an update to the storm water management plan. Our current plan was prepared in 2013. Proposals are due on June 19. Council award is scheduled for July 15.
3. MS4 Audit - Staff met our WDNR stormwater representative to review the city's municipal separate storm sewer system (MS4) program. We were provided with an evaluation of the program that highlighted areas that need to be addressed. Some of those items will be addressed in the storm water management plan update.

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2025 Annual Report

**County:** Winnebago

**Municipality:** Neenah, City

**Permit Number:** S050075

**Facility Number:** 31112

**Reporting Year:** 2025

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment
  - TMDL Attachment
  - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment
  
- Attach the following permit compliance documents as appropriate using the attachments tab above
  - Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents (*\*if applicable, see permit for due dates.*)
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
    - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31,2023*)
  
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Neenah, City

**Facility ID # or (FIN):** 31112

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 211 Walnut Street

**Mailing Address 2:**

**City:** Neenah, City

**State:** WI

**Zip Code:** 54956      xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Gerry

**Last Name:** Kaiser

Select to **update** current contact information

**Title:** Director of PW

**Mailing Address:** 211 Walnut Street P.O. Box 426

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54957      xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6241      Ext:      xxx-xxx-xxxx

**Email:** gkaiser@neenahwi.gov

**Additional Contacts Information (Optional)**

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual

**Individual with responsibility for:  
(Check all that apply)**

- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:** Heath

**Last Name:** Kummerow

**Title:** Engineer

**Mailing Address:** 211 Walnut Street

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54956 xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6245 Ext:  xxx-xxx-xxxx

**Email:** hkummerow@neenahwi.gov

**Individual with responsibility for:  
(Check all that apply)**

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:** Kevin

**Last Name:** Prost

**Title:** Engineering Tech

**Mailing Address:** 211 Walnut Street

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54956 xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6247 Ext:  xxx-xxx-xxxx

**Email:** kprost@neenahwi.gov

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual

**Individual with responsibility for:  
(Check all that apply)**

- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:** Lisa

**Last Name:** Mroczkowski

**Title:** Office Manager

**Mailing Address:** 211 Walnut Street

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54956 xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6240 Ext:  xxx-xxx-xxxx

**Email:** lmroczkowski@neenhawi.gov

**Individual with responsibility for:  
(Check all that apply)**

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:** Greg

**Last Name:** Radtke

**Title:** PW Superintendent

**Mailing Address:** 211 Walnut Street

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54956 xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6262 Ext:  xxx-xxx-xxxx

**Email:** gradtke@neenahwi.gov

**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to *create new* Billing contact

**First Name:** Gerry

**Last Name:** Kaiser

Select to **update** current contact information

**Title:** DPW

**Mailing Address:** 211 Walnut Street P.O. Box 426

**Mailing Address 2:**

**City:** Neenah

**State:** WI

**Zip Code:** 54957      xxxxx or xxxxx-xxxx

**Phone Number:** 920-886-6241      Ext:      xxx-xxx-xxxx

**Email:** gkaiser@neenahwi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes    No

Public Education and Outreach   Northeast Wisconsin Stormwater Consortium (NEWSC)

Public Involvement and Participation   NEWSC

Illicit Discharge Detection and Elimination

Construction Site Pollutant Control

Post-Construction Storm Water Management   Wisconsin Lake & Pond, McMahon Associates

Pollution Prevention

Storm Water Management Facility Inspections:   Wisconsin Lake & Pond, McMahon Associates

Public Works Yards and Other Municipally Owned Properties:

Street Sweeping/Cleaning Program:

Catch Basin Sump Cleaning Program:

Leaf Collection Program:

Winter Road Management:

Internal Staff Education & Communication:

Storm Sewer System Map:

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes    No

**Minimum Control Measures- Section 1 : Complete**

**1. Public Education and Outreach**

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input type="checkbox"/> Tours <input type="checkbox"/> Other: <input style="width: 200px;" type="text"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input type="checkbox"/> Other: <input style="width: 200px;" type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input style="width: 200px;" type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input style="width: 200px;" type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 2 : Complete****2. Public Involvement and Participation**

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Please see events in attached "Neenah Outreach" including Winter Sow Workshop, Watershed Cleanup and Rain Barrel Program.

**Minimum Control Measures - Section 3 : Complete****3. Illicit Discharge Detection and Elimination**

a. How many total outfalls does the municipality have?

b. How many major outfalls does the municipality have?

c.

- How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?
- d. From the municipality's routine screening, how many were confirmed illicit discharges?
- 
- e. How many illicit discharge complaints did the municipality receive?
- f. From the complaints received, how many were confirmed illicit discharges?
- 
- g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information: \_\_\_\_\_

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Form 3400-224 (R8/2021)

**Minimum Control Measures - Section 4 : Complete**

**4. Construction Site Pollutant Control**

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- 
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- Verbal Warning

<input checked="" type="checkbox"/> Written Warning (including email)	12
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input checked="" type="checkbox"/> Stop Work Order	0
<input type="checkbox"/> Forfeiture of Deposit	
<input type="checkbox"/> Other - Describe below	

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 5 : Complete**

**5. Post-Construction Storm Water Management**

a. How many new structural storm water management Best Management Practice (BMP) have received local approval ? 4

\*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities?  Yes  No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? 12  
Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?  
 Yes  No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

<input checked="" type="checkbox"/> Verbal Warning	0
<input checked="" type="checkbox"/> Written Warning (including email)	0
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input type="checkbox"/> Forfeiture of Deposit	
<input checked="" type="checkbox"/> Complete Maintenance	0

Bill Responsible Party

0

Other - Describe below

- g. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 6 : Complete

### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

- a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.
- b. How many new municipally owned storm water management best management practices were installed in the reporting year?
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- BMPs inspections include observing water quality including oil sheen and algae growth; invasive species, animal damage, sediment depth, erosion, trash and outlet structures.
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)\*  Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?  
 Yes  No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

SWPPPs will be amended in 2026 to include DNR requests.

\* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program*  Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?  
 Yes  No
- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material?  Yes  No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes - Explain frequency 2 to 3 weeks depending on land use area  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?  Yes  No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material?  Yes  No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes- Explain frequency Catch basin sumps are cleaned every 3 years.  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Leaf Collection Program*  Not Applicable

- u. Does the municipality conduct curbside leaf collection?  Yes  No
- v. Does the municipality notify homeowners about pickup?  Yes  No
- w. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  
 Other - Describe \_\_\_\_\_
- x. What is the frequency of collection?

once per week

y. Is collection followed by street sweeping?  Yes  No

z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.)

ab. Provide amount of de-icing products used by month last winter season?  
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	<input type="text" value="100"/>	<input type="text" value="300"/>	<input type="text" value="455"/>	<input type="text" value="100"/>	<input type="text" value="200"/>	<input type="text" value="85"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	<input type="text" value="0"/>	<input type="text" value="10000"/>	<input type="text" value="15000"/>	<input type="text" value="12000"/>	<input type="text" value="8000"/>	<input type="text" value="8000"/>

ac. Was salt applying machinery calibrated in the reporting year?  Yes  No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No

Training Date	Training Name	# Attendance
<input type="text" value="10/8/2025"/>	<input type="text" value="APWA Saltwise"/>	<input type="text" value="25"/>

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Quantities are documented after each event.

### Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element?  Yes  No

If yes, describe what training was provided (250 character limit):

Employees are instructed on sediment tracking, truck cleaning, and fueling procedures.

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Elected officials have been informed of stormwater requirements and permit requirements during Council meetings, committee meetings, plan commission meetings and review of annual report.

## Municipal Officials

Municipal officials are made aware of the City's requirements at public meetings, staff and conferences.

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Staff attended conferences and trainings along with reviewing DNR updates.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 7 : Complete

### 7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

Yes  No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City added new subdivision storm pipes, structures and BMPs along with edits to the map.

**Final Evaluation - Complete**

**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

**Element:** Public Education and Outreach

2330	2543	1355	<u>Storm water utility</u>
------	------	------	----------------------------

**Element:** Public Involvement and Participation

2330	2543	1355	<u>Storm water utility</u>
------	------	------	----------------------------

**Element:** Illicit Discharge Detection and Elimination

27382	27382	28204	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Construction Site Pollutant Control

21552	21552	21924	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Post-Construction Storm Water Management

14368	14368	14616	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Pollution Prevention

492460	508710	490460	<u>Storm water utility</u>
--------	--------	--------	----------------------------

**Other (describe)**

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

**Water Quality**

**a:** Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)?  Yes  No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

The City is planning to update the Storm Water Management Plan in 2026 - 2027. Efforts to meet the TMDL in the Lake Winnebago and Fox River watersheds are being prioritized with the first pond in the Fox River currently being constructed.

**Requests for Assistance on Understanding Permit Programs**

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Storm Sewer System Map

 File Attachment

[2025 StormSystem.pdf](#)

### Attach - Other Supporting Documents

AR\_EO

 File Attachment

[2025 Neenah Outreach.pdf](#)

AR\_SWGroupReport

 File Attachment

[NEWSC Annual Report 2025-compressed \(002\).pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## Sign and Submit Your Application

### Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

**NOTE:** For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

### Terms and Conditions

**Certification:** I hereby certify that I am an authorized representative of the municipality covered under Neenah, City MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority ( Form 3400-220 ) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

**Name:** Gerry Kaiser

**Title:** Director of Public Works

Authorized Signature.

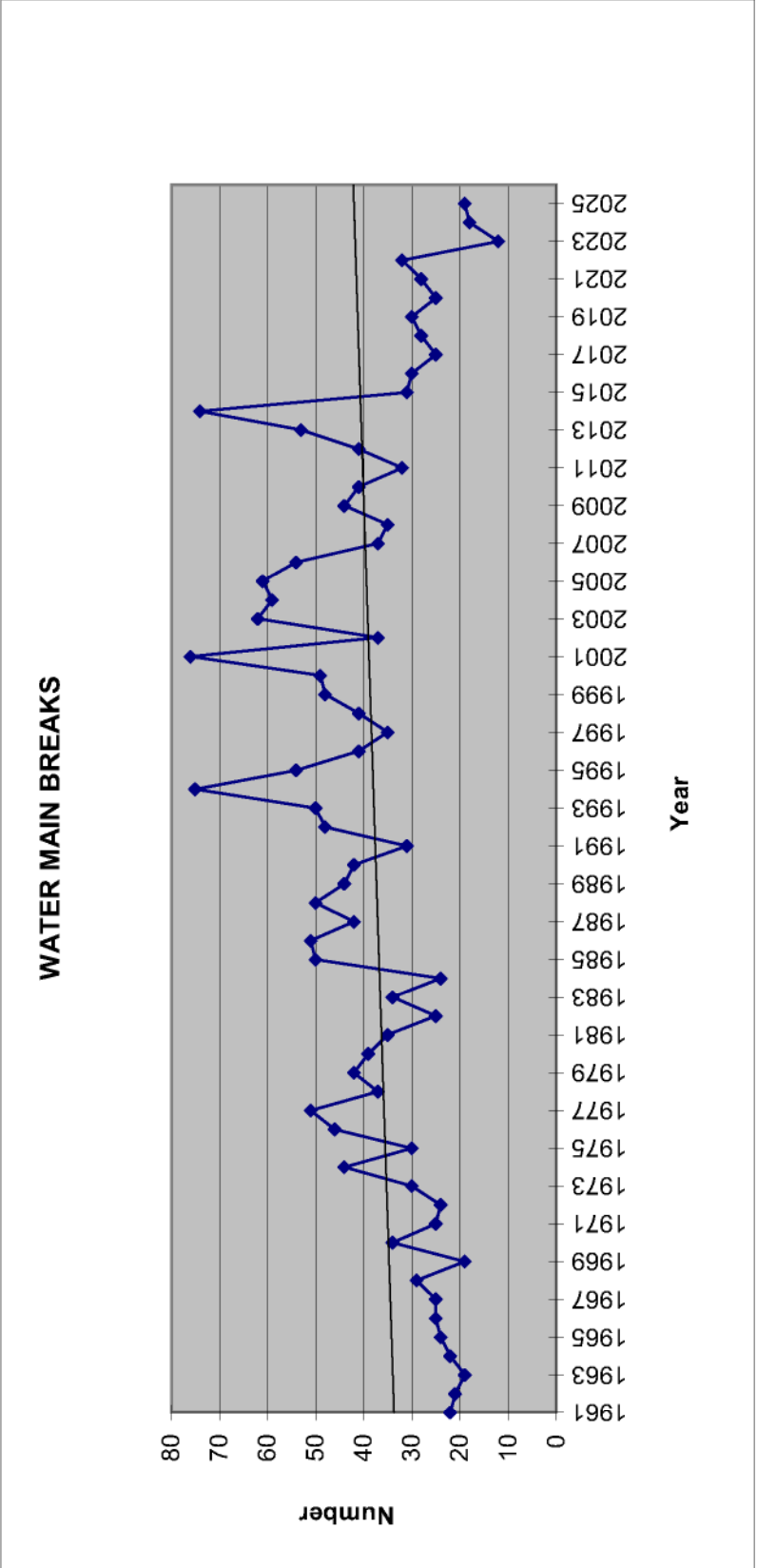
- I accept the above terms and conditions.

Signed by : i:05.t|mywisconsin id|gkaiser@neenahwi.gov on 2026-03-31T14:58:14

You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

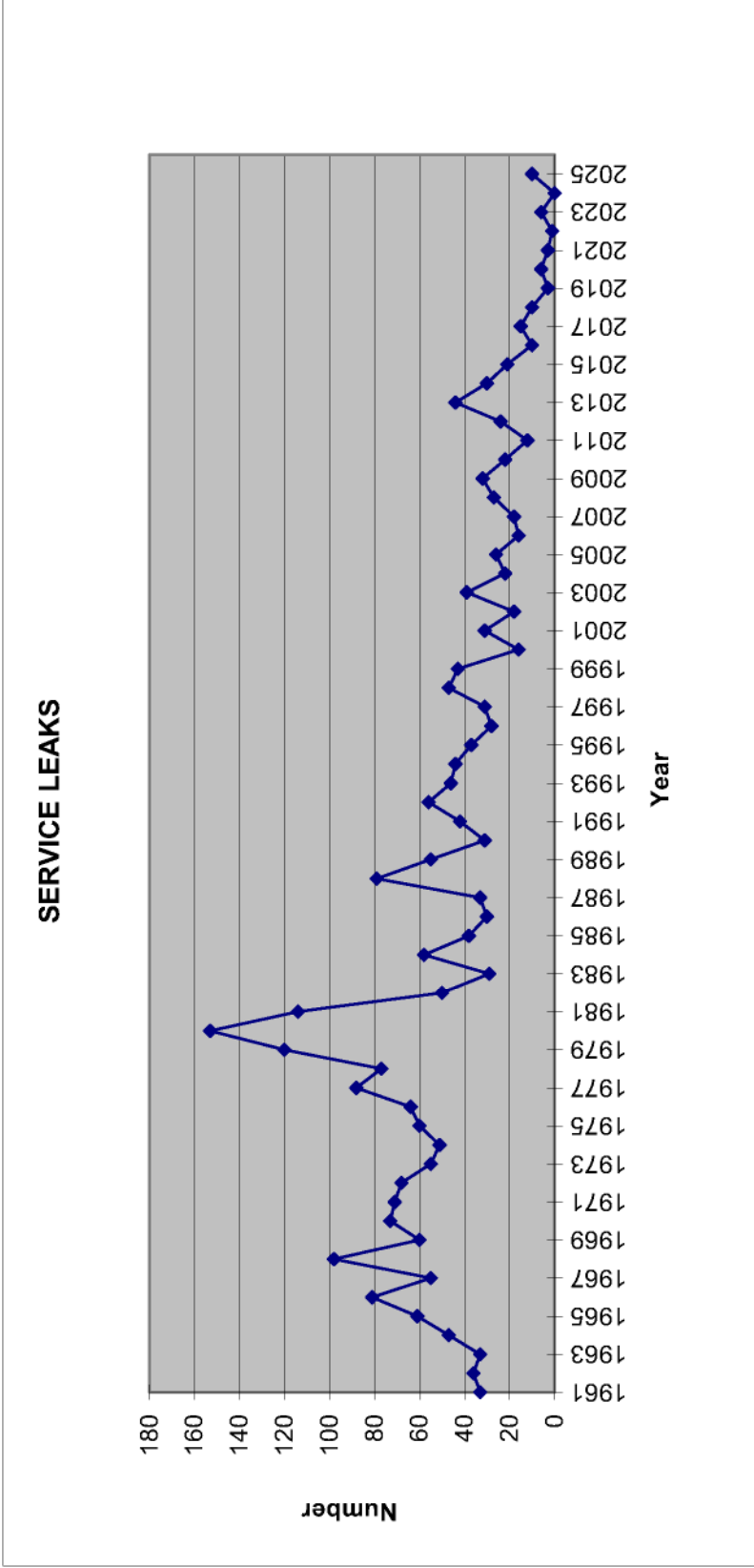
NEENAH WATER UTILITY



**WATER MAIN BREAKS**

This traces the history of water main breaks in the Neenah distribution system. Breaks are related to many factors including surface loading, soils, backfill, pump operation, pipe quality, and pipe age. With an aggressive pipe replacement program, the overall direction for water main breaks is predicted to trend lower year over year. There were 19 water main leaks repaired in 2025.

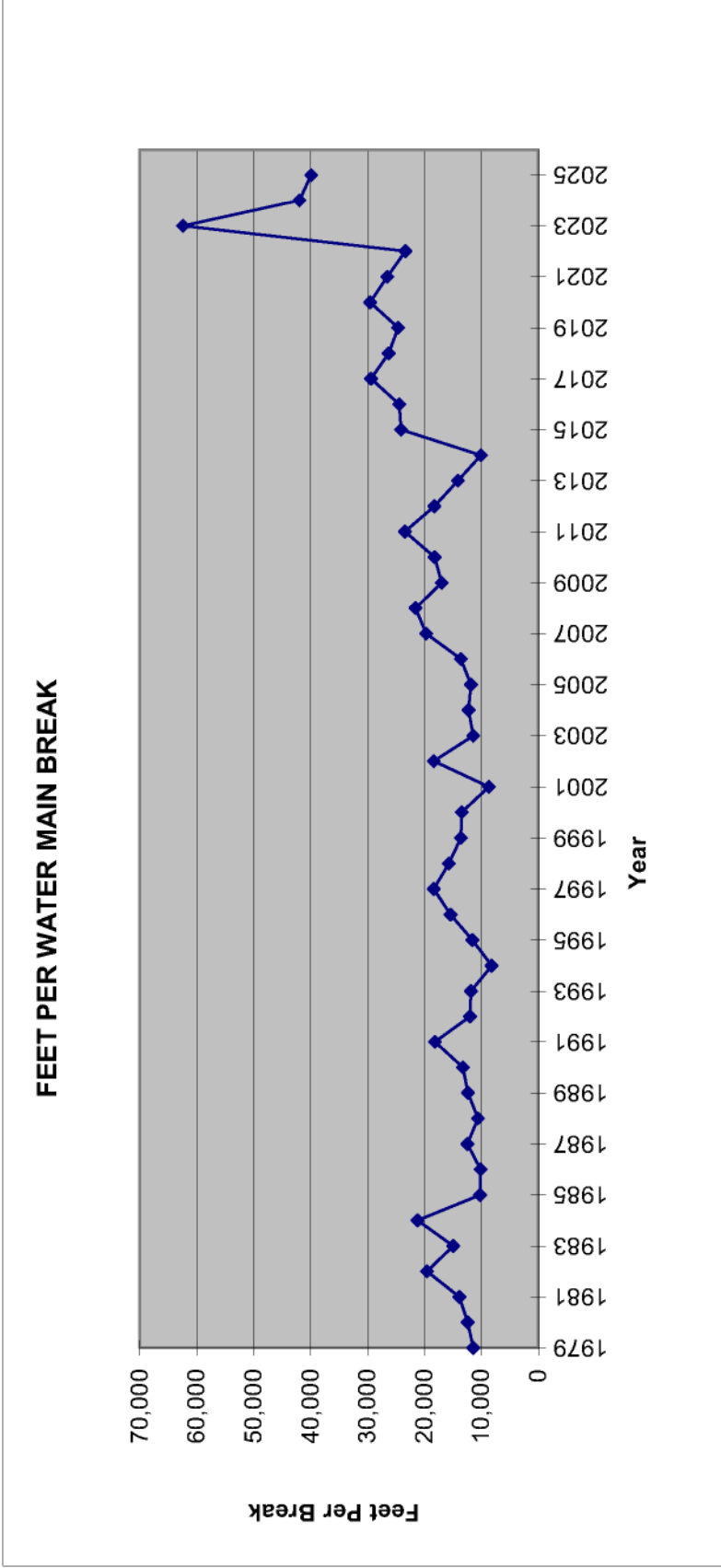
NEENAH WATER UTILITY



**SERVICE LEAKS**

We are responsible for repairing leaks on the water service into a property from the water main to and including the curb stop. There has been a significant decline in the number of service leaks since the 1970's, and the long-term trend indicates that there will be only a few leaks per year in the future. As part of the recent aggressive water main replacement program, we have replaced many old lead services connected to the main. In addition, copper pipe has been used since the 1960's and polyethylene since the 2010's. Both of these materials are more reliable than lead. There were 10 service leak repaired in 2025.

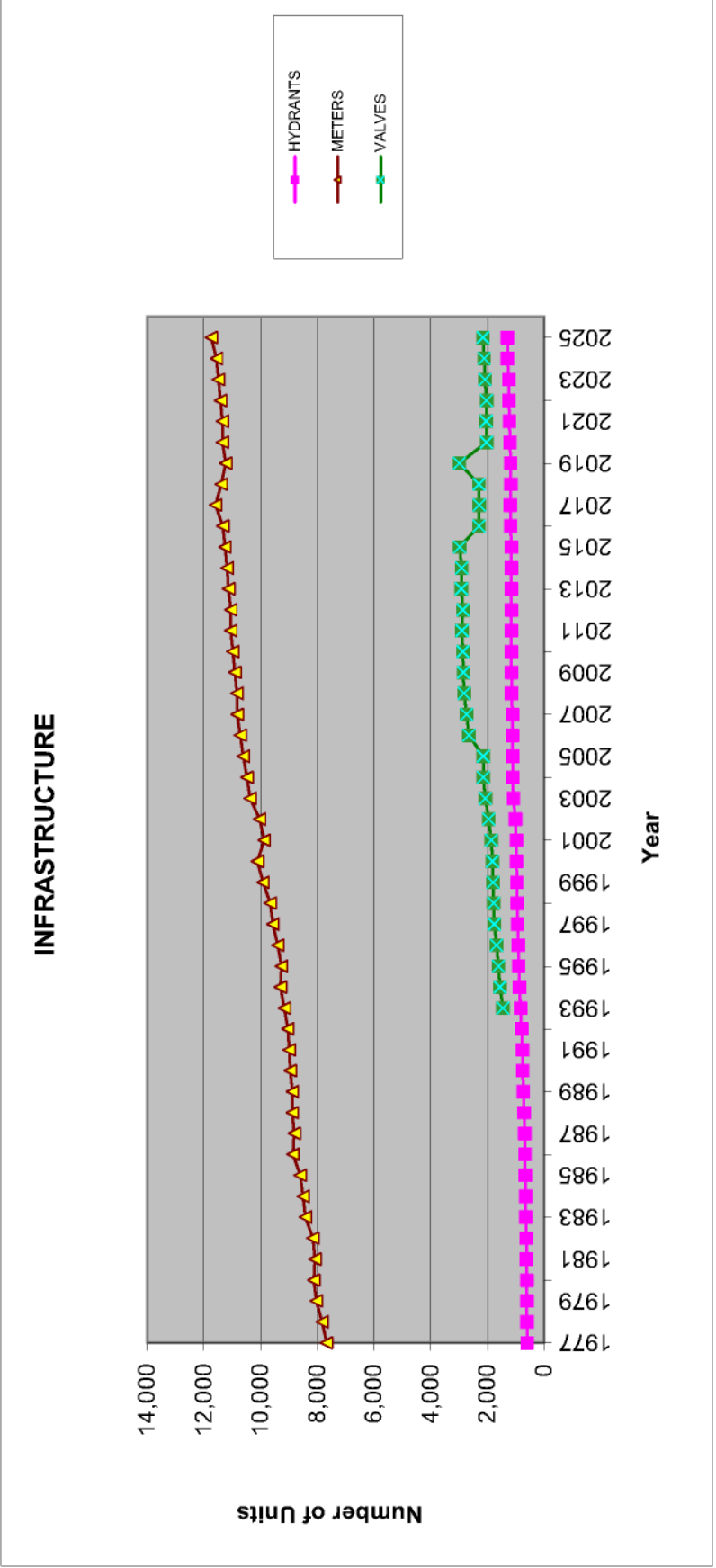
NEENAH WATER UTILITY



**FEET PER BREAK**

This chart indicates the number feet of water main in the distribution system per main break. There is nearly 757,194 feet of water main in the distribution system. As a metric, there is approximately 39,852 ft of water main per water main break in 2025.

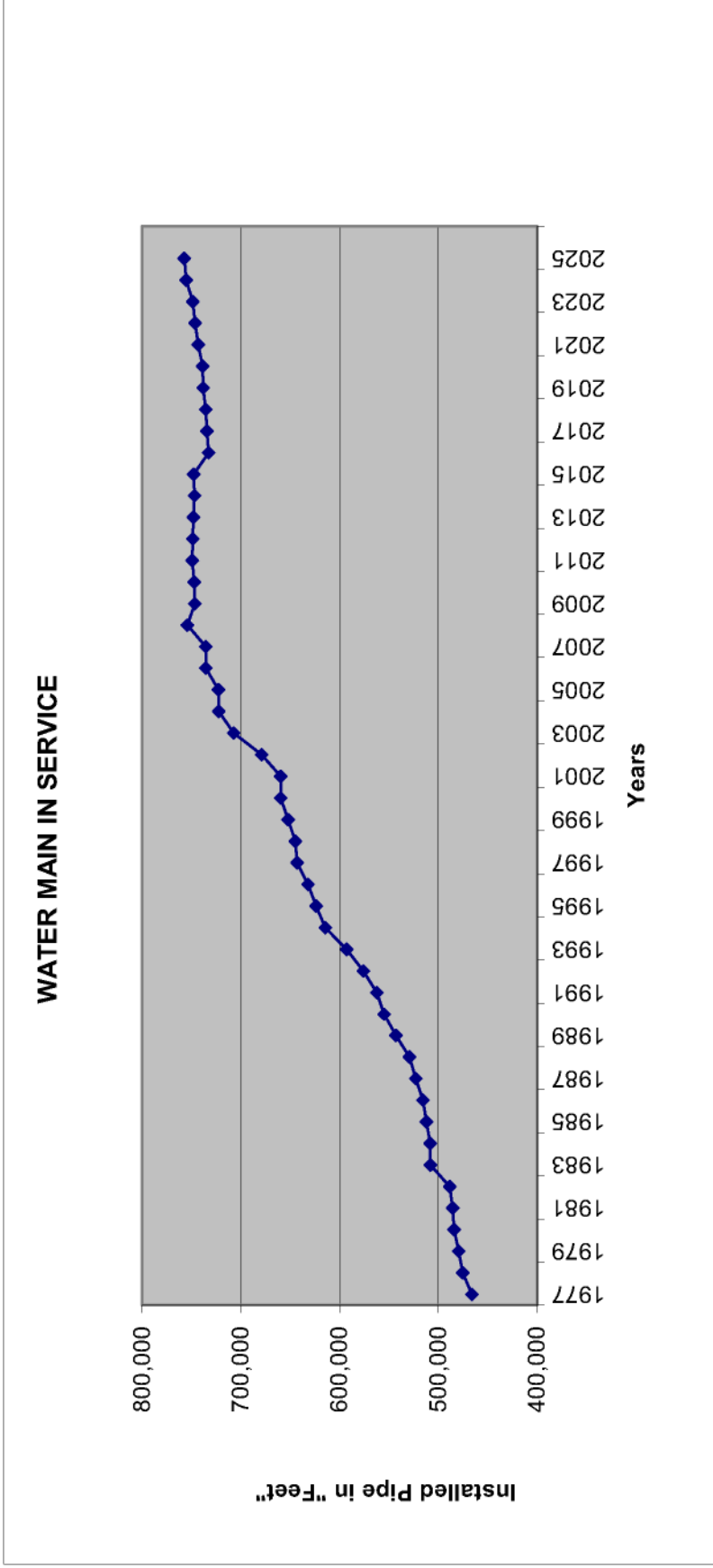
NEENAH WATER UTILITY



**INFRASTRUCTURE**

This graph reflects infrastructure as it is related to the growth of the City and manpower needs. Hydrants, meters and valves all require a fixed amount of annual maintenance. As the number of units increase the size of the staff should increase. The DNR and the PSC dictate the frequency of maintenance on these items. (i.e., all valves must be operated every 2 to 5 years, all hydrants exercised every 2 years, and residential meters shall be tested and exchanged every 10 years.) In 2025 there were 1,288 Hydrants, 11,738 Meters, and 2,151 Main Valves.

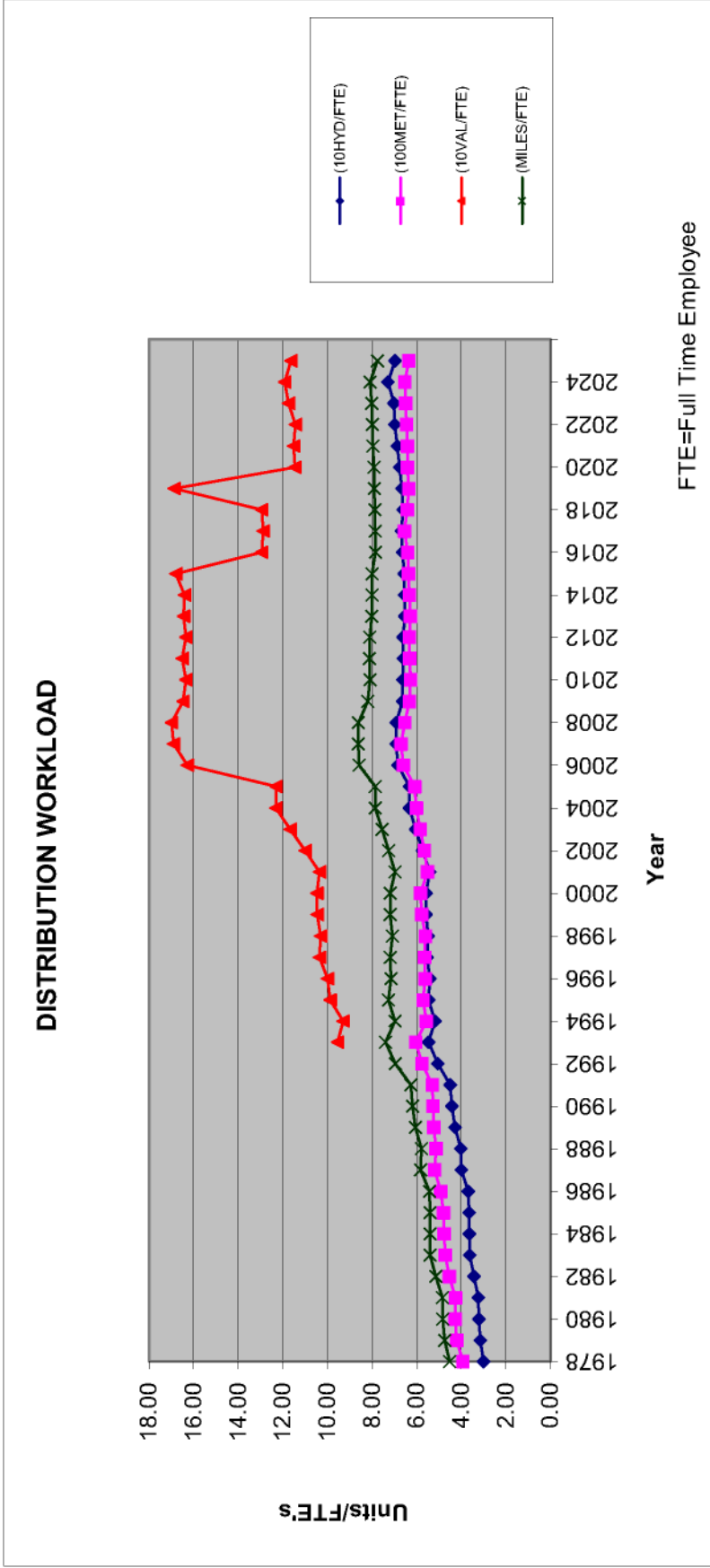
NEENAH WATER UTILITY



**WATER MAIN IN SERVICE**

This graph reflects infrastructure as it is related to the growth of the City and manpower needed to maintain the system. Even though water consumption has fluctuated over the years, the newly installed water main has steadily increased in Neenah. This does not reflect replaced water main. Total water main was recalculated in 2016 via the GIS transition. The City has 757,194 feet of water main as of 2025. The steady increase in water mains is due to City expansion.

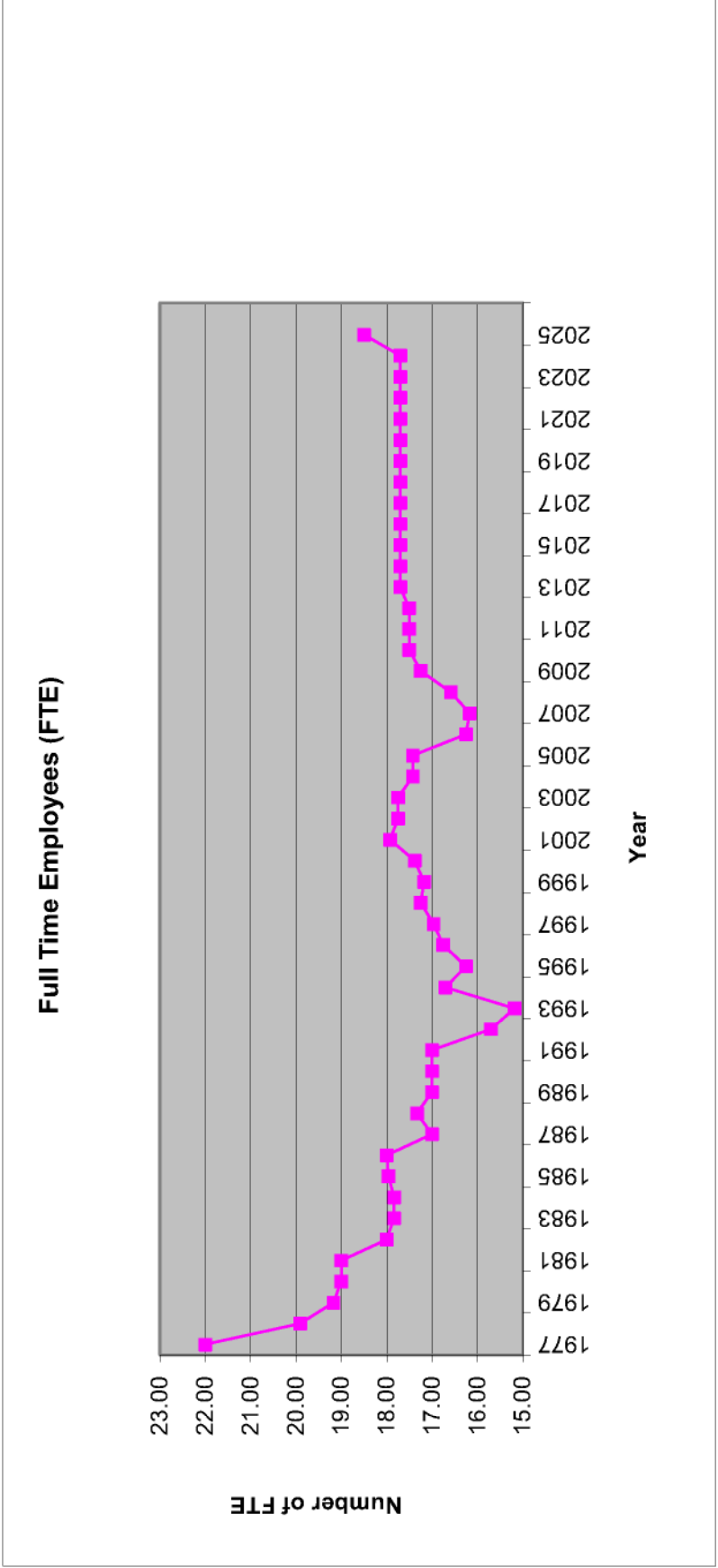
NEENAH WATER UTILITY



**DISTRIBUTION WORKLOAD**

This shows the relationship between the number of full time employees (FTE's) and the number of hydrants (HYD), meters (MET), valves (VAL) and miles of pipe (MILES). As these curves continue to rise, we will eventually need additional labor to maintain the infrastructure. Adjustments to main and valve totals have been made periodically as the data has been refined by use of GIS. In 2025 there were 18.5 Full time employees, 1,288 Hydrants, 11,738 Meters, and 2,151 Valves.

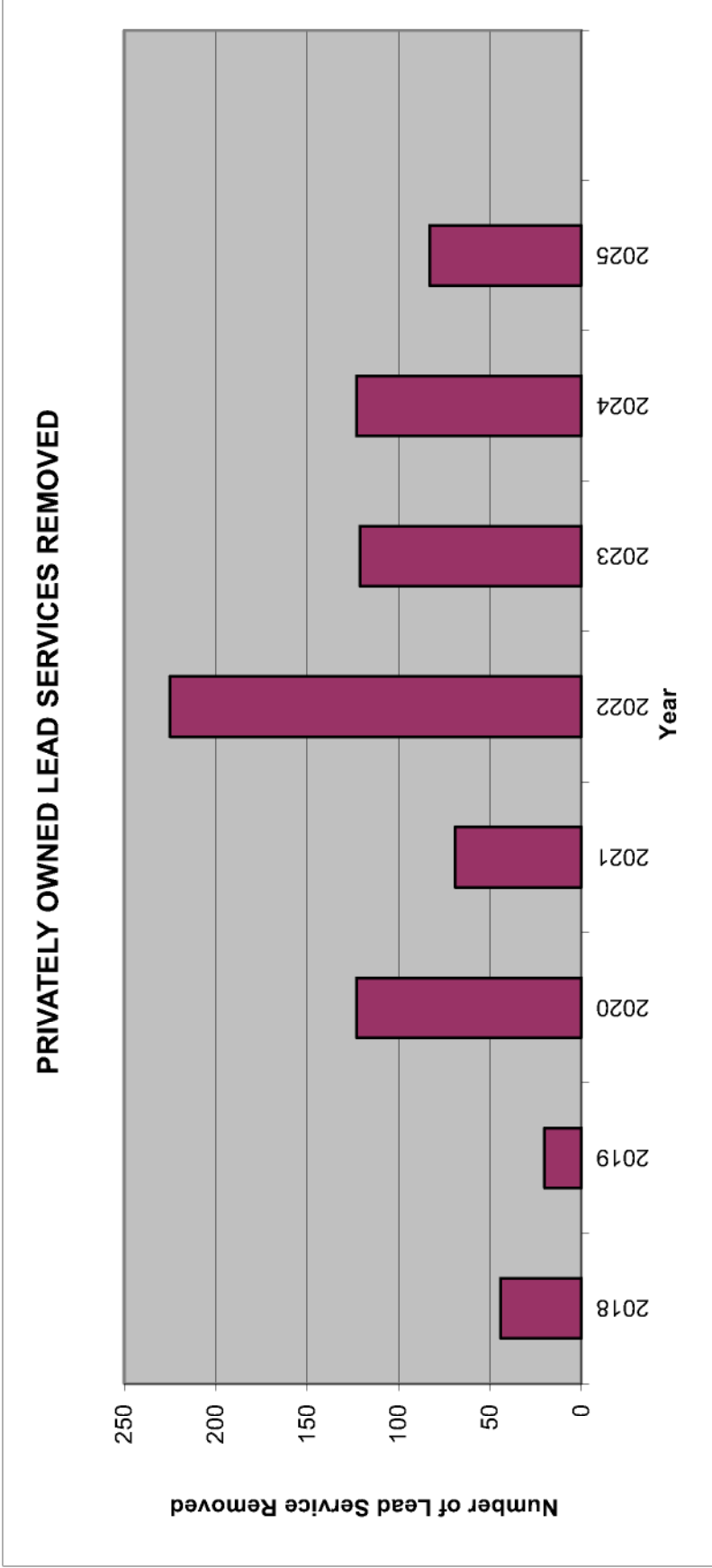
NEENAH WATER UTILITY



**FULL TIME EMPLOYEES (FTE)**

This shows the number of full time employees working at the Utility since 1978. It accounts for resignations, retirements, injuries and partial year work. It does not account for vacation and sick leave. Vacation time off increases as employee longevity increases. FTE's would be reduced if vacation and sick leave were factored in. Workload per unit would then increase. In 2025, at full employment with no partial year work, we have 18.5 FTE's.

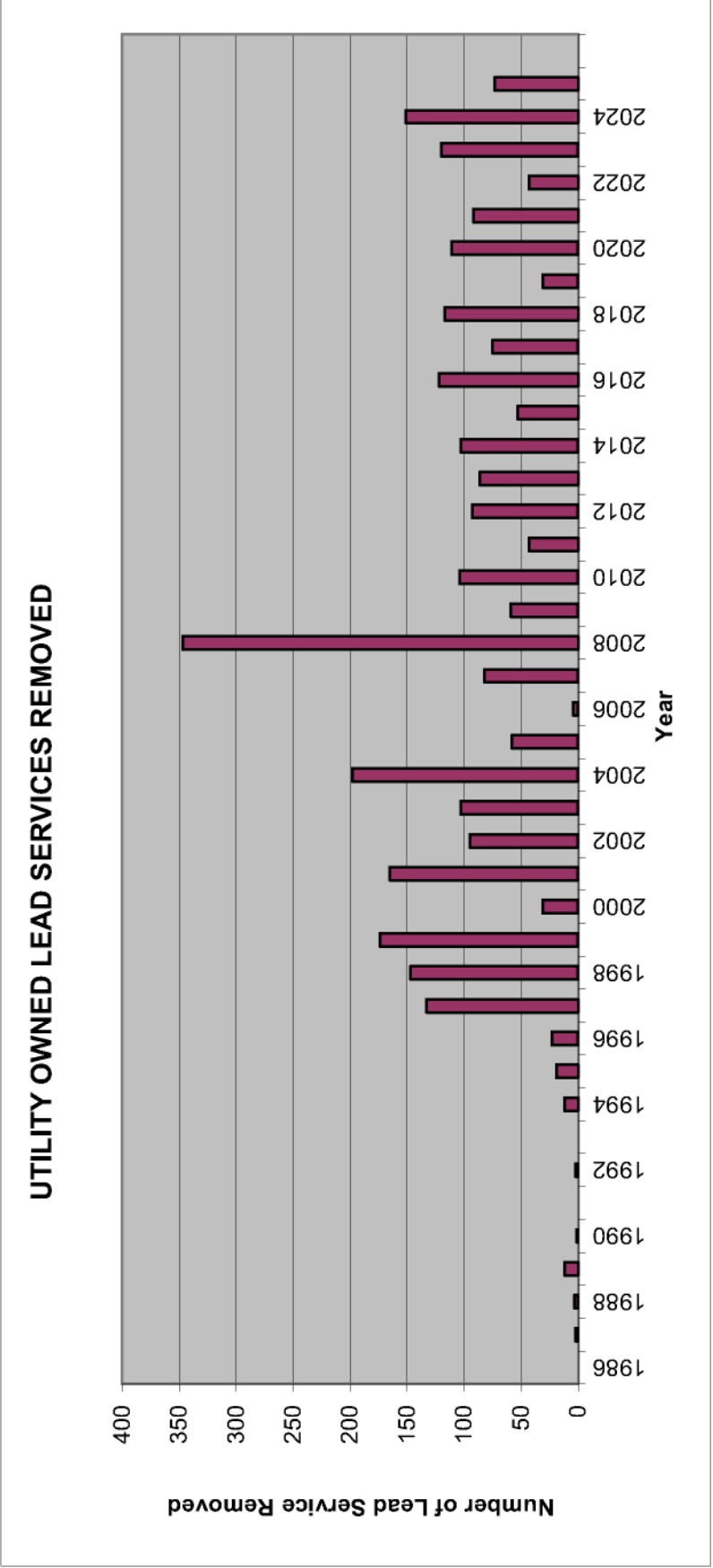
NEENAH WATER UTILITY



**PRIVATELY OWNED LEAD SERVICES REMOVED**

This graph shows the progress in removing privately owned lead services that were completed each year. The replacement is from the curb stop to the house. In 2025, 83 private lead service lines were removed.

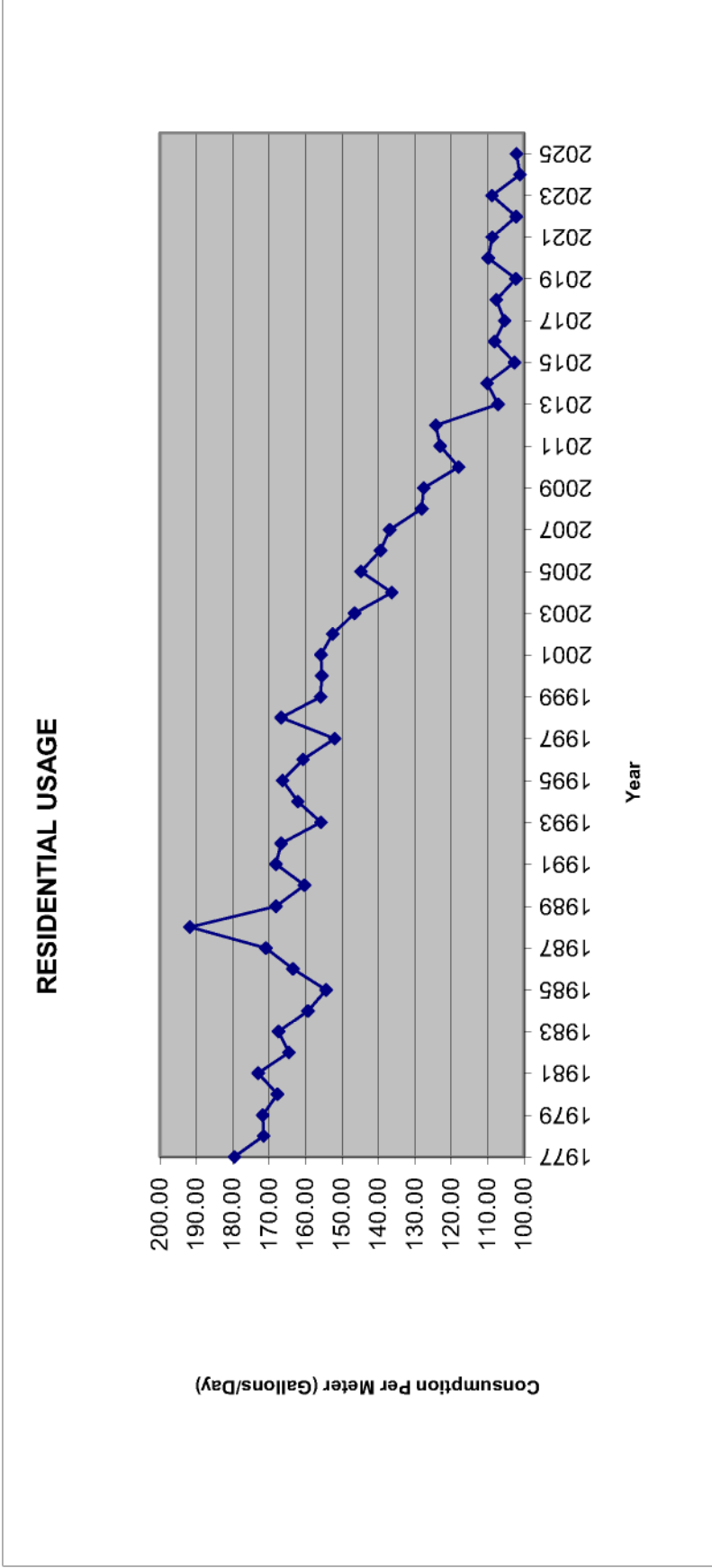
NEENAH WATER UTILITY



**LEAD SERVICES REMOVED**

This graph shows the progress in removing lead services from the distribution system. We started with approximately 5,000 lead services and we have approximately 1,870 remaining as of 12/31/2025. Our replacement is from the water main to and including the curb stop. The homeowner is responsible for replacement from the curb stop to the house and inside the house. Recent tests have shown that lead is at an acceptable level. In 2025, 73 Utility-owned lead service lines were removed.

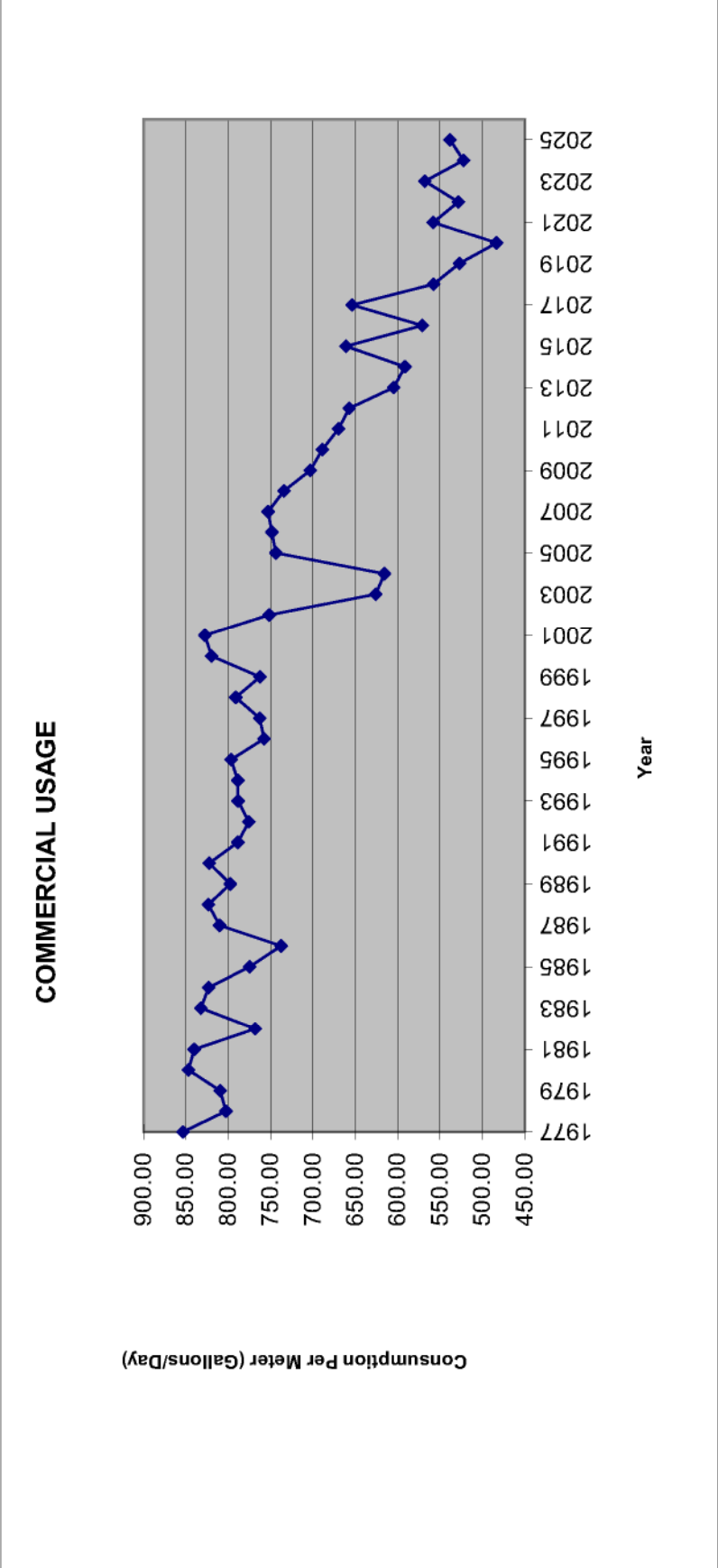
NEENAH WATER UTILITY



**RESIDENTIAL USAGE**

This shows the Residential consumption per metered account in gallons per day. The curve shows a decreasing trend, with a recent uptick due to new construction, indicating average Residential consumption is declining. This likely due to installation of more water-efficient plumbing fixtures, conservation related to rate increases, the general economy, and environmental issues. Year-to-year fluctuation is also the result of precipitation patterns with upticks during drought years and downticks during years with above-average rainfall. In 2025 Residential Customers used approximately 399M gallons of water.

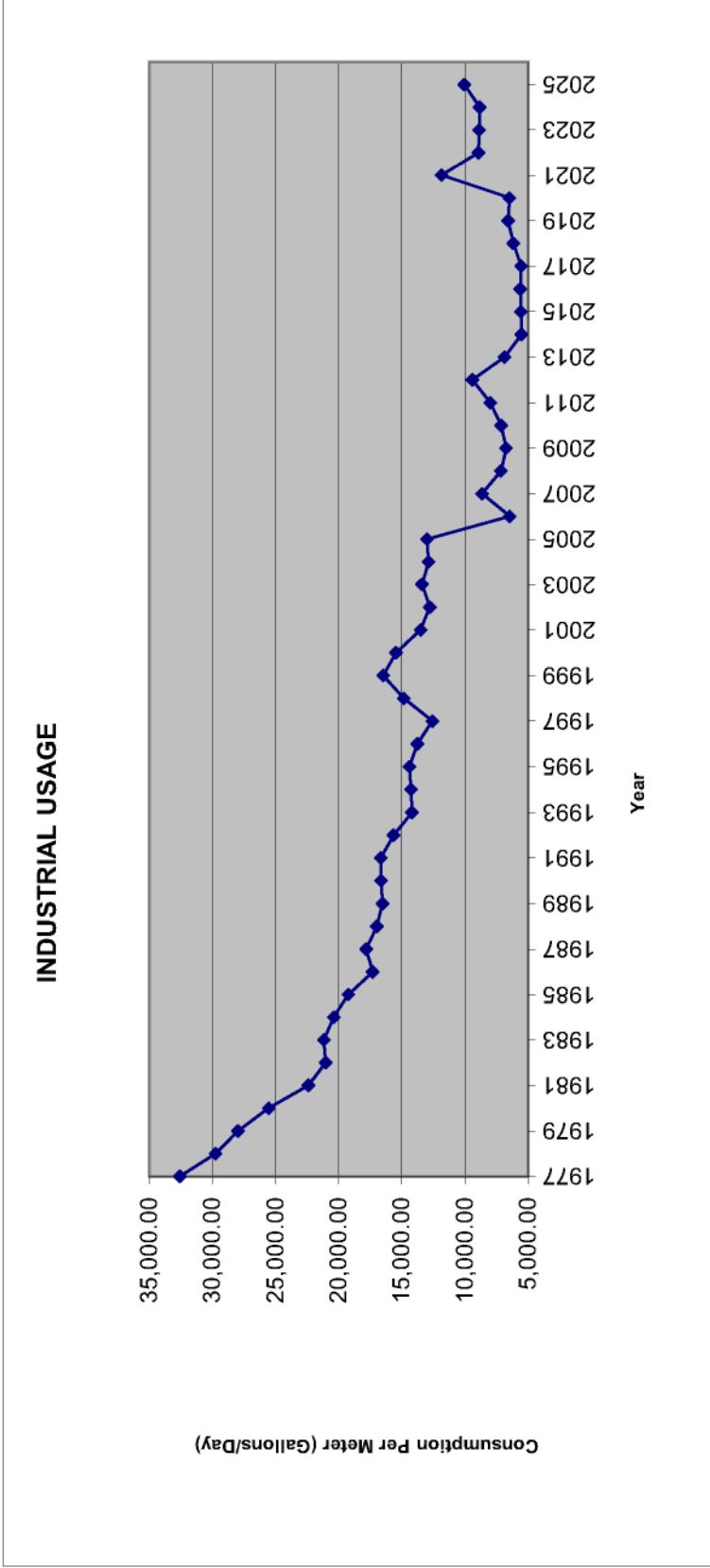
NEENAH WATER UTILITY



**COMMERCIAL USAGE**

This shows the Commercial consumption per metered account in gallons per day. It has varied but the trend is generally downward since 1977. The dramatic increase in 2002 through 2004 is a result of the large number of multi-unit apartments being built, which were classified as Commercial, not Residential. Commercial closures and other COVID-19 related influences likely impacted the nearly 8.3% decrease in water usage from 2019 to 2020. In 2025 Commercial Customers used approximately 148M gallons of water.

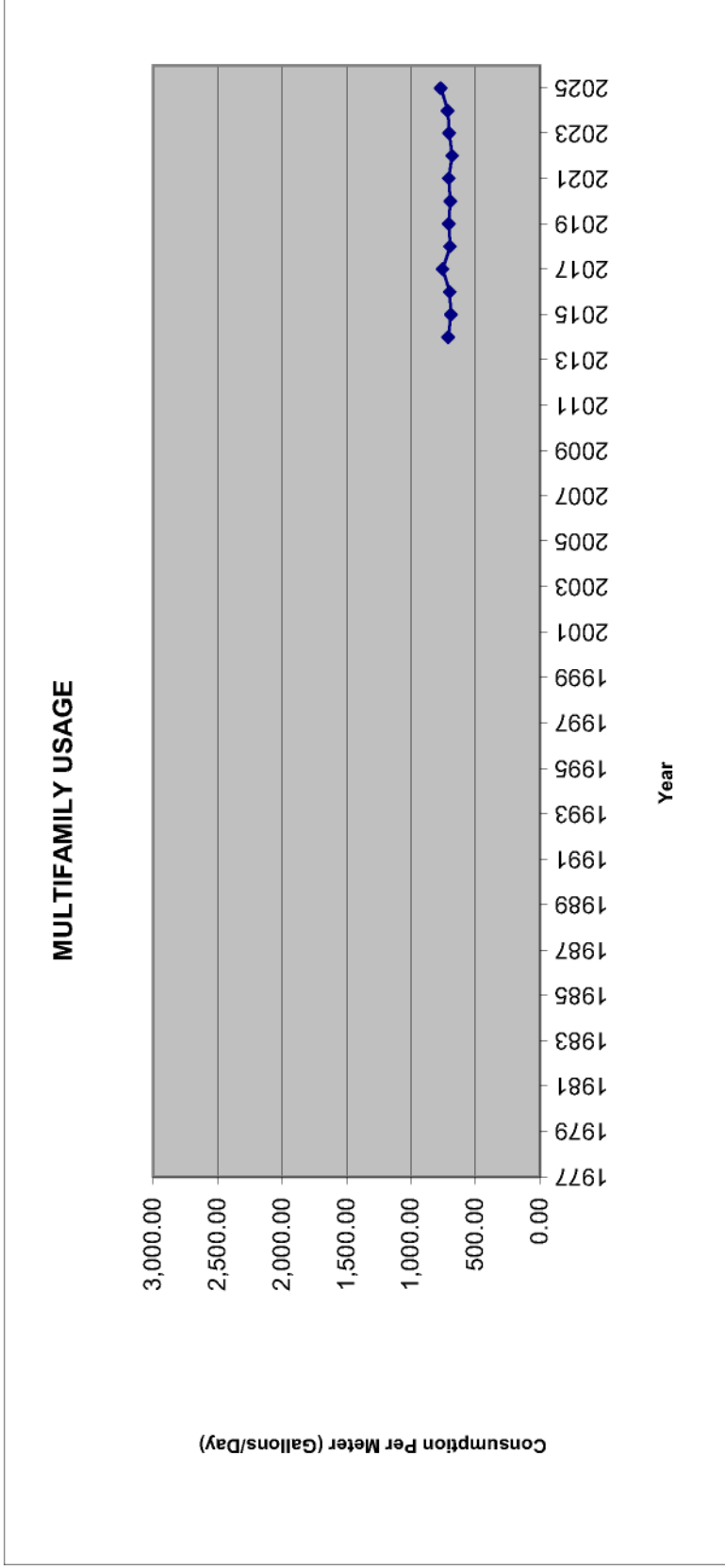
# NEENAH WATER UTILITY



## INDUSTRIAL USAGE

This shows the Industrial consumption per metered account in gallons per day. It has declined steadily as the nature of industry and their consumption patterns have changed. The sharp decline in 2006 reflects Fox Valley Energy's purchase of water from Glatfelter. The trend reversed in 2007, when Glatfelter shut down and Fox Valley Energy returned to City water. However, beginning in 2010, consumption began to increase. In 2011 consumption increased by 12.1% and in 2012, it increased by 13.8%. In 2013 the Utility's largest industrial customer went out of business, which accounted for 26% of the industrial base. In 2025 Industrial Customers used approximately 418M gallons of water.

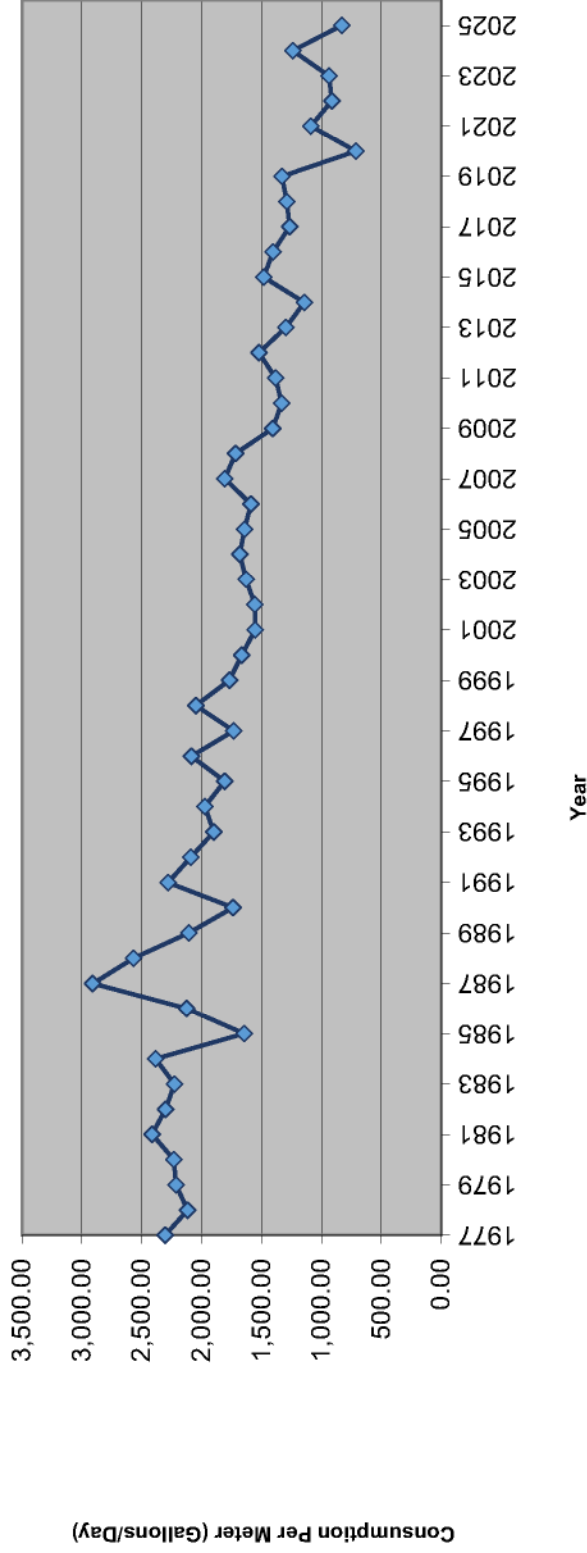
NEENAH WATER UTILITY



**MULTIFAMILY USAGE**

This shows the Multi-Family consumption per metered account in gallons per day. The first year that the multi-family customer category was in effect was 2014. Previously, the Multi-Family was included in the Commercial account. In 2025 the Multi-Family Customers used approximately 26M gallons of water.

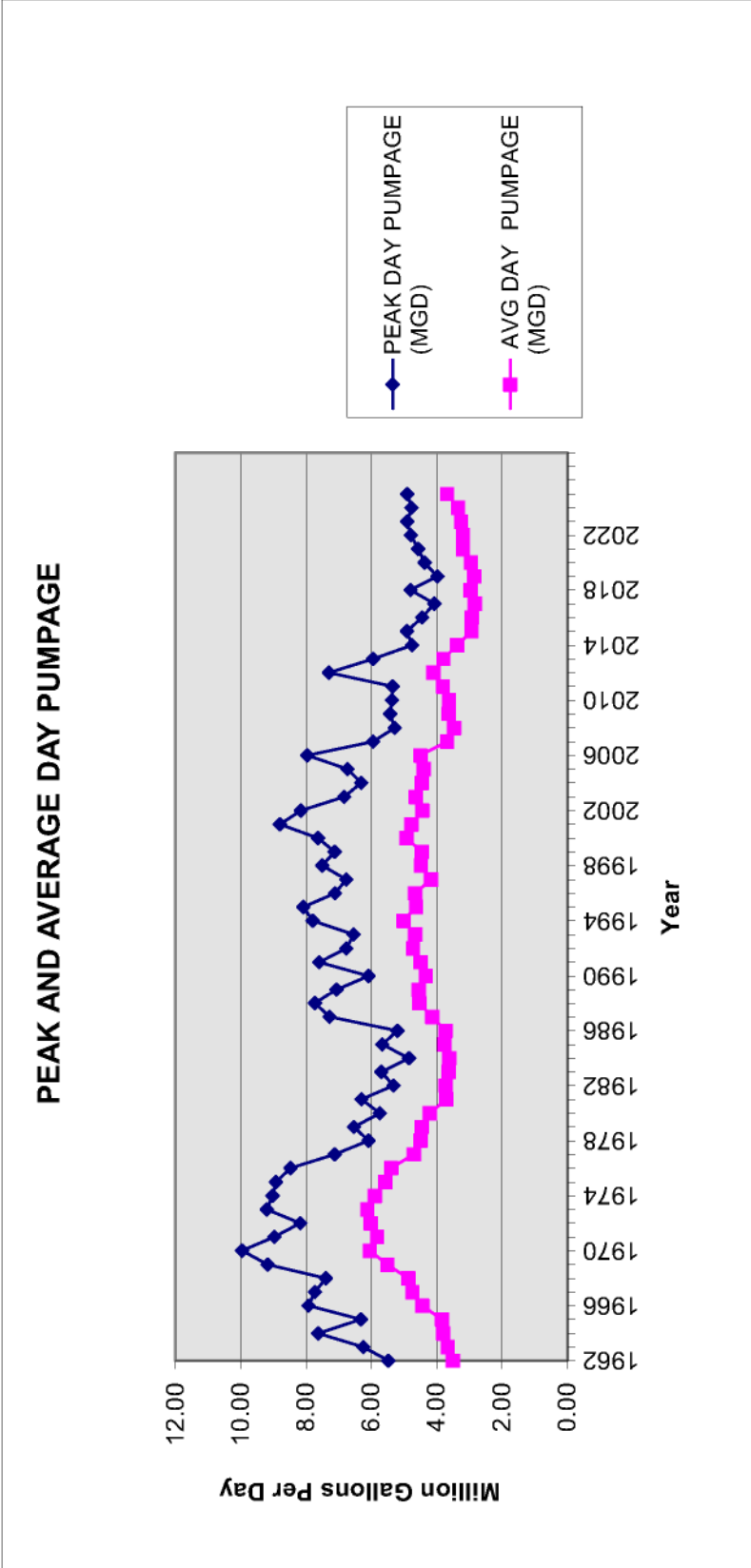
### PUBLIC AUTHORITY USAGE



### PUBLIC AUTHORITY USAGE

This shows the Public Authority consumption per metered account in gallons per day. Usage was down from 2019 to 2020, likely due to COVID-19 and work from home influences. In 2025 Public Authority Customers used approximately 17.5M gallons of water.

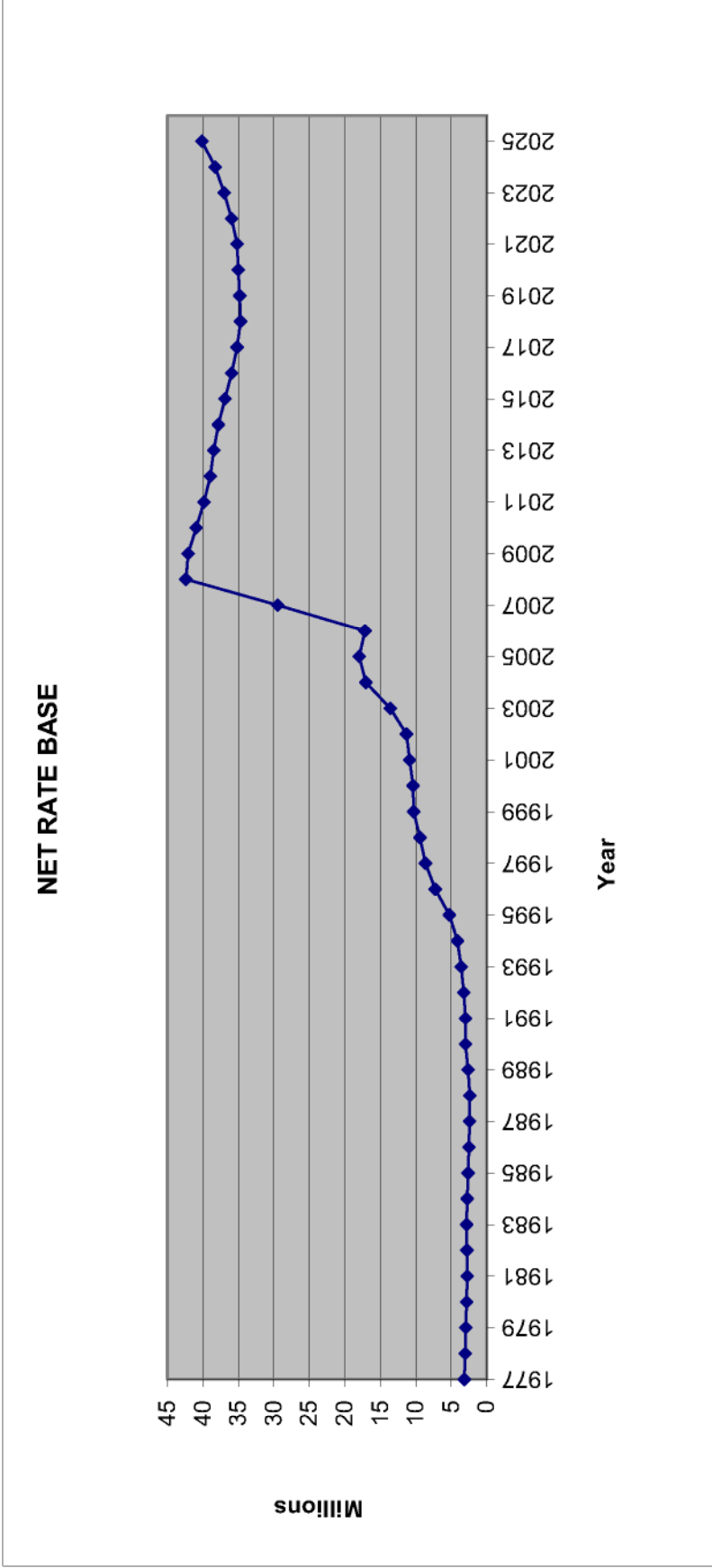
# NEENAH WATER UTILITY



### PEAK AND AVERAGE DAY PUMPAGE

This tracks the peak day pumpage plus lost water (the sum of the two equals pumpage) throughout the City, and the peak day pumpage each year. This is a basic planning tool. Projections of these curves can be used to determine the adequacy of water treatment plant capacity. The peak day pumpage depends upon weather and related residential use. In 2025 the Peak Day Pumpage was 4.9M gallons per day and the Average Daily Pumpage was 3.68M gallons per day.

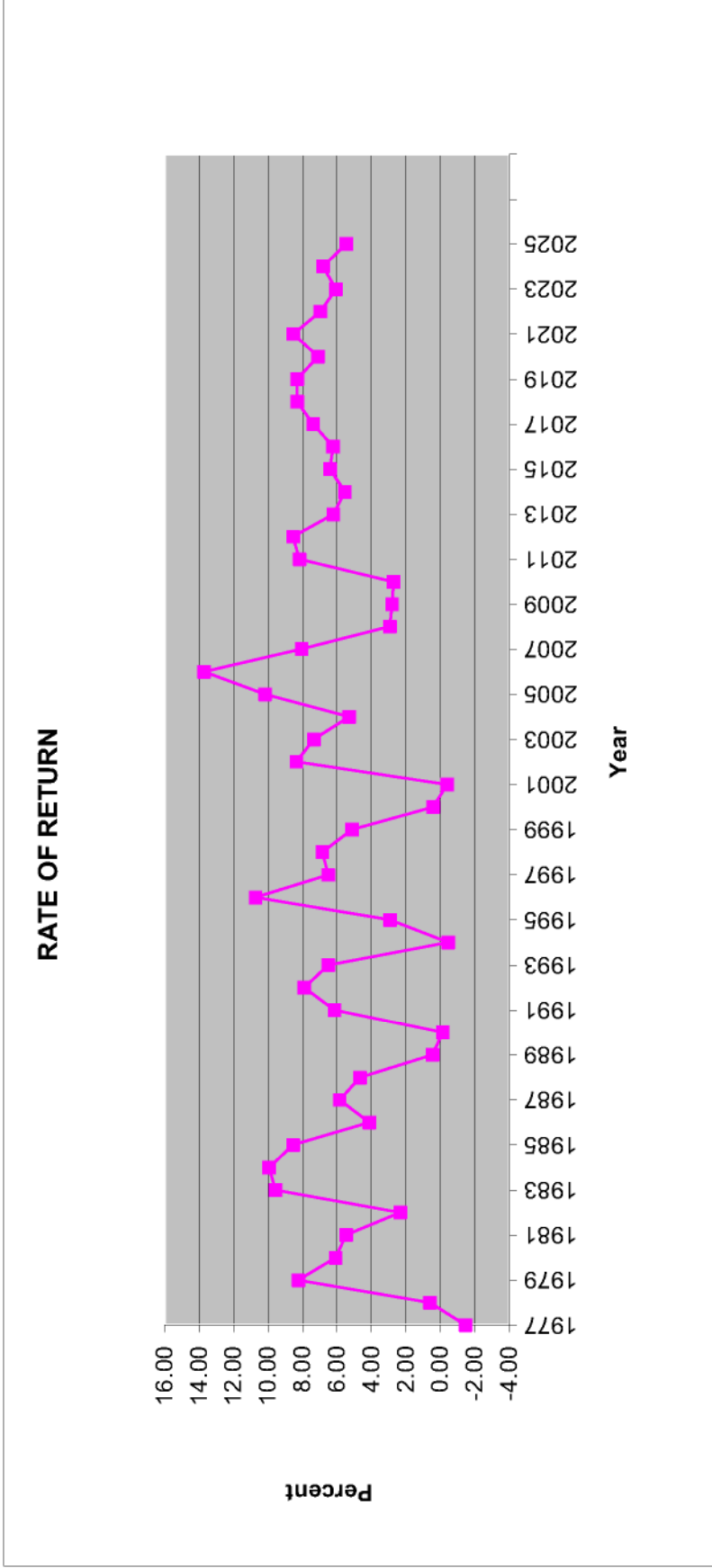
NEENAH WATER UTILITY



**NET RATE BASE**

The net rate base is defined as gross utility financed plant less accumulated depreciation, less the regulatory liability for pre-2003 depreciation on contributed plant, plus utility materials and supplies. As assets grow and debt is paid, the rate base increases. The dip in 2006 reflects asset retirements at the old plant, while the increase in 2007 and 2008 reflects the net increase in assets due to the implementation of the new plant. The rate base at the end of 2025 is just over \$40M.

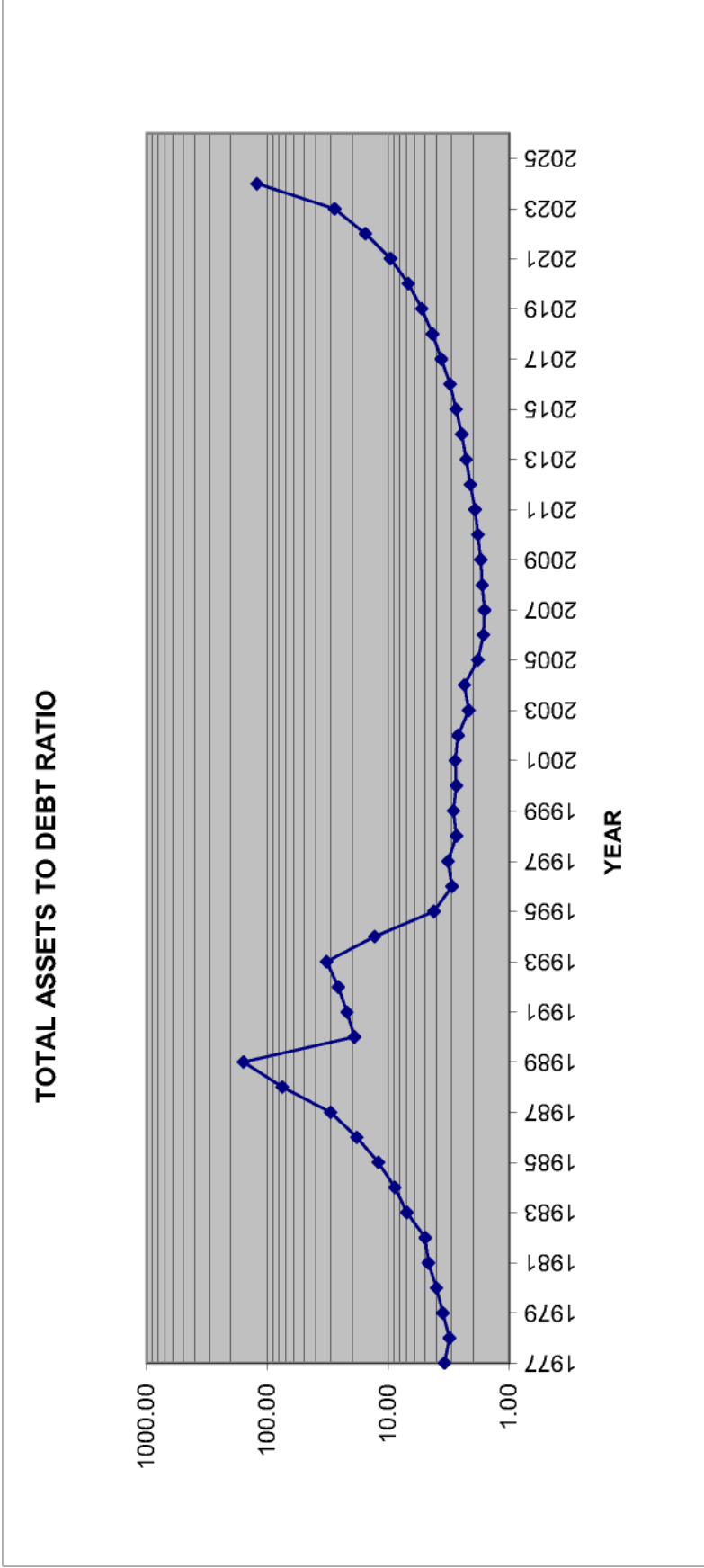
NEENAH WATER UTILITY



**RATE OF RETURN**

The rate of return is the net operating income divided by the net rate base. This graph shows our rate of return since 1977. The bottom of the valleys are generally the years rate increases were implemented. The peaks are the immediate result of those increases. Intermediate slope changes usually reflect large expenses or consumption pattern changes. The PSC generally allows a rate of return between 5.5% and 8.0%. However, with the latest filter plant construction project there was a rate increase at the beginning of 2006 that caused the rate of return to temporarily exceed the allowable range. The rate increase in 2011 caused the rate of return to jump to 8.18%. It rose again in 2012 because the rate increase in 2011 was prorated for the first three months. The rate of return in 2025 was 5.45%.

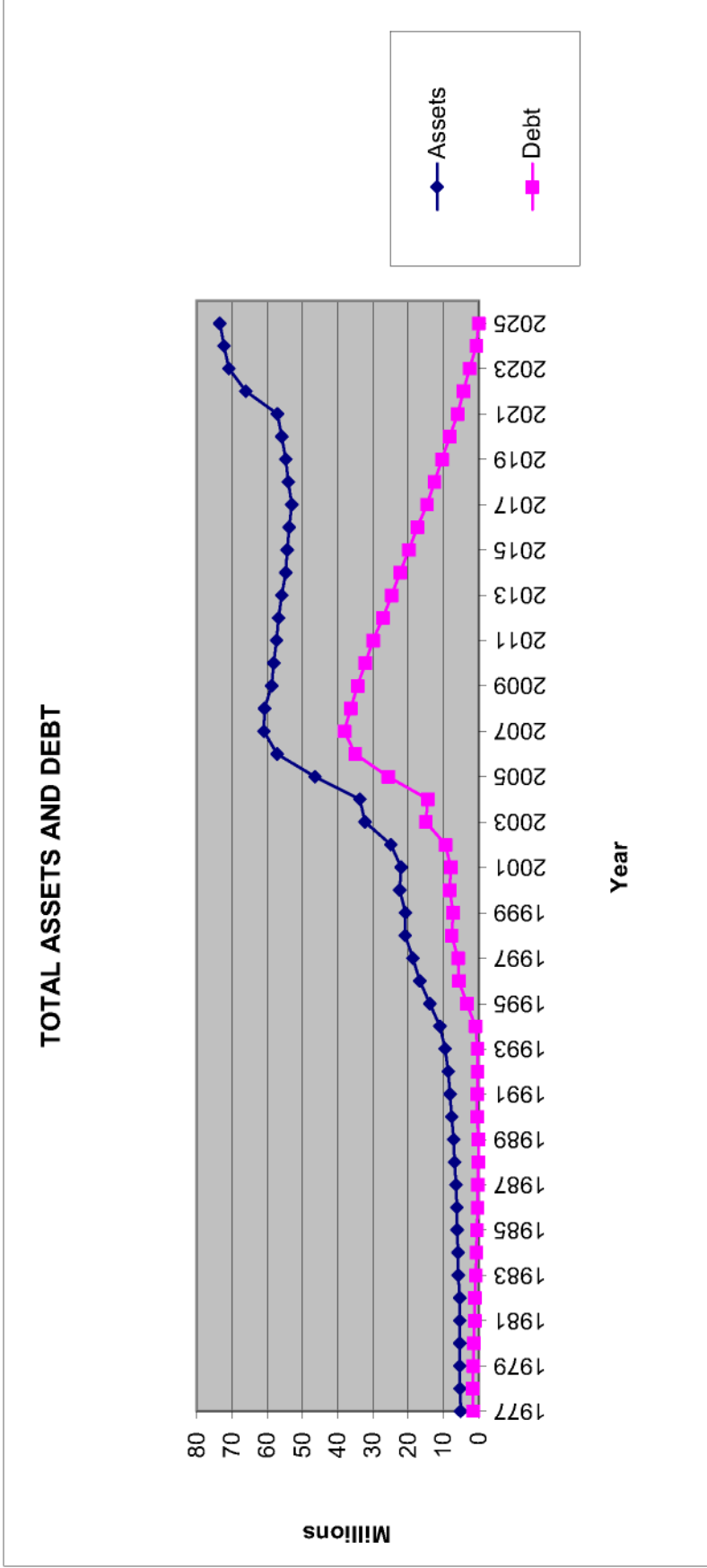
NEENAH WATER UTILITY



**TOTAL ASSETS TO DEBT RATIO**

This shows the ratio of total assets to debt. The spike shows a period where the Water Utility was almost debt free. A semi-log scale was used to flatten the curve and make it easier to read. At the end of 2025 there was no external debt and therefore there is not a denominator on which to calculate the ratio.

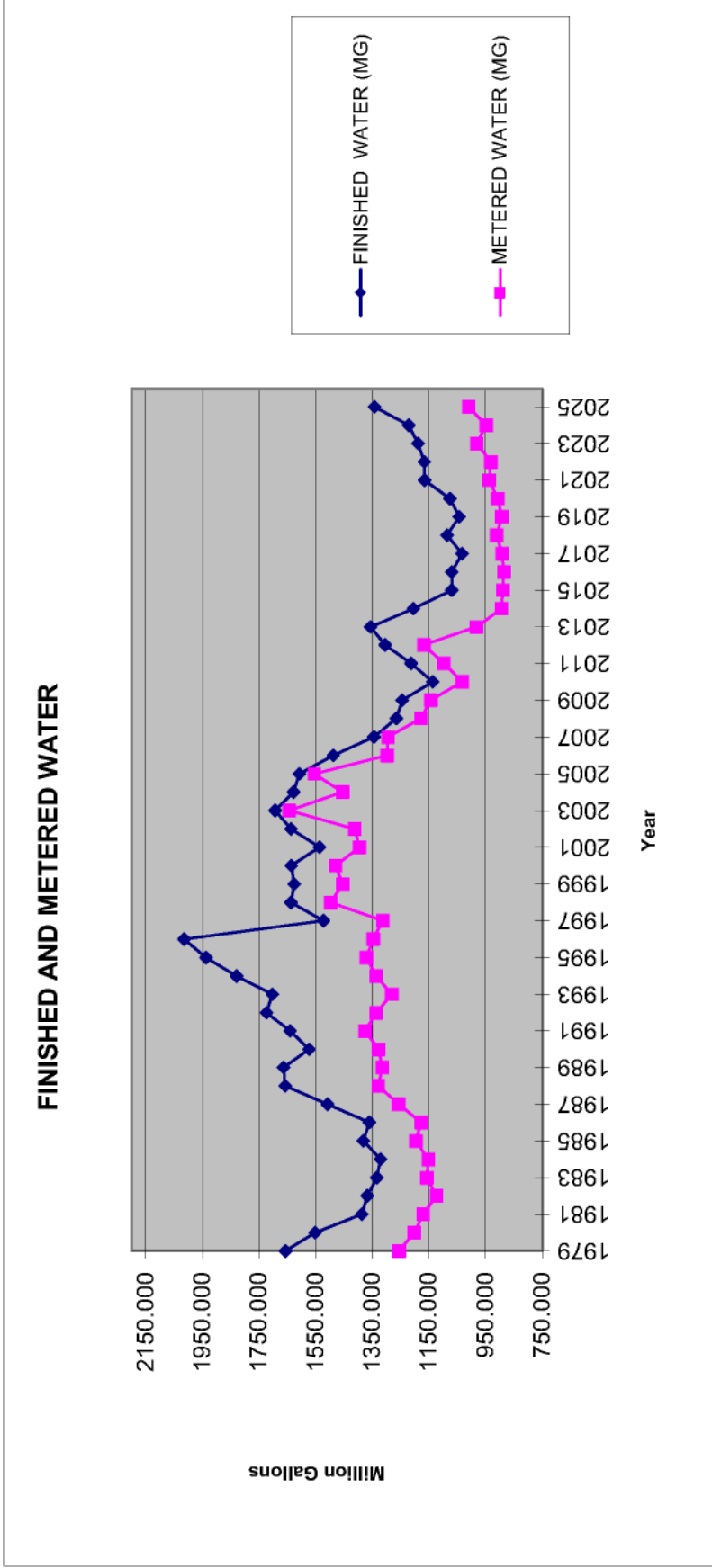
NEENAH WATER UTILITY



**TOTAL ASSETS AND DEBT**

This is a summary of total assets and debt since 1977. In recent years we have put effort into upgrading the plant and the distribution system, causing the total asset value to grow. At the end of 2025 there was no external debt.

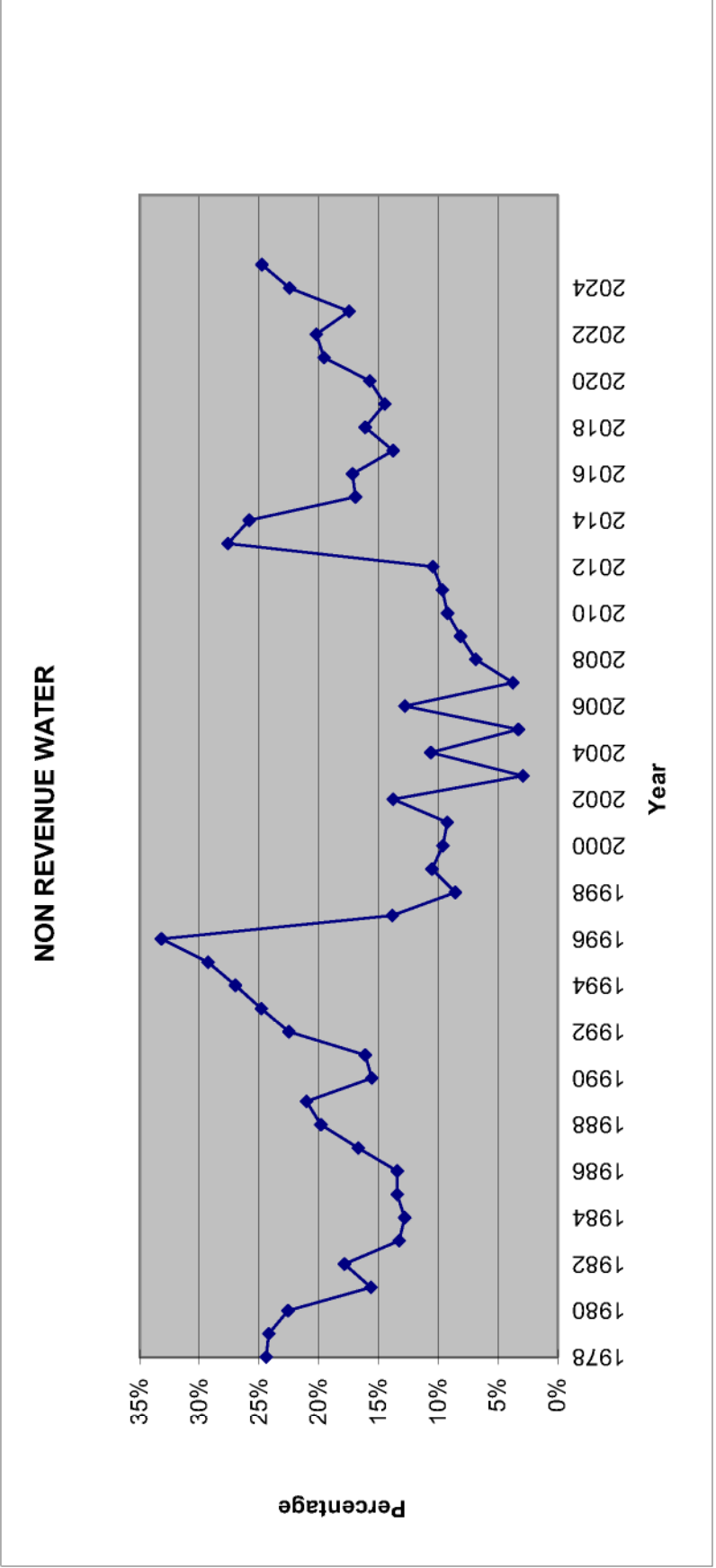
NEENAH WATER UTILITY



**FINISHED AND METERED WATER**

The finished water is the amount of water that is pumped from the plant. The gap between finished and metered water is considered non-revenue water. To be efficient, this difference must be as low as possible. Non-revenue water is predominantly from water main and service leaks, fire fighting, in-plant usage, and unauthorized use. The trend of recent years indicates a slight uptick in both finished and metered water due to City expansion. In 2025 the plant produced approximately 1,341M gallons of finished water and 1,009M gallons was metered water.

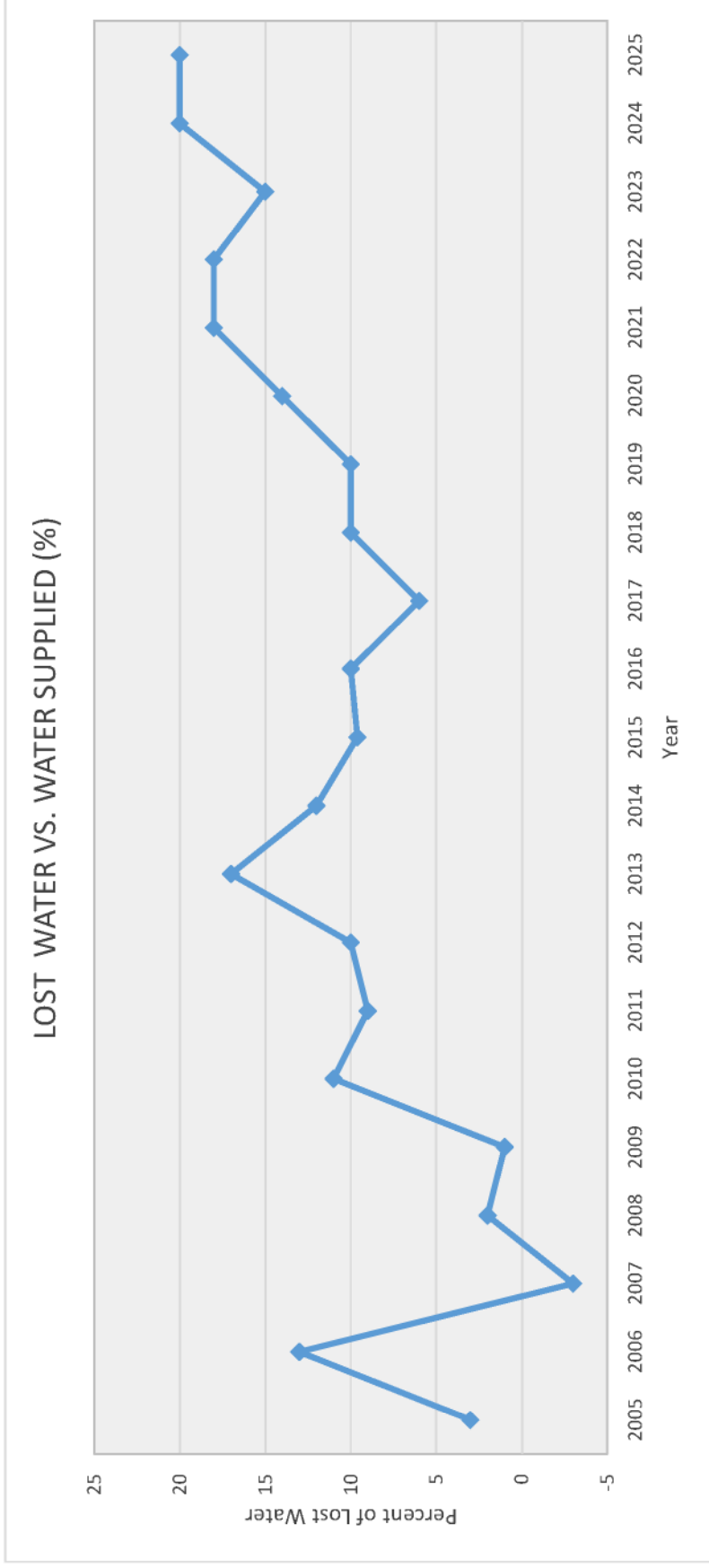
NEENAH WATER UTILITY



**NON REVENUE WATER**

This shows the difference between the metered water and the finished water, as a percentage. The PSC goal is under 15%. We calculate the unbilled water on a monthly basis and look for undetected leaks weekly. Since 1996 we have made a major effort to reduce the unbilled water. This is a time consuming effort. This is the key benchmark that water utilities use when comparing themselves to other water utilities and when determining their own efficiency. The non-revenue water is at approximately 24% in 2025.

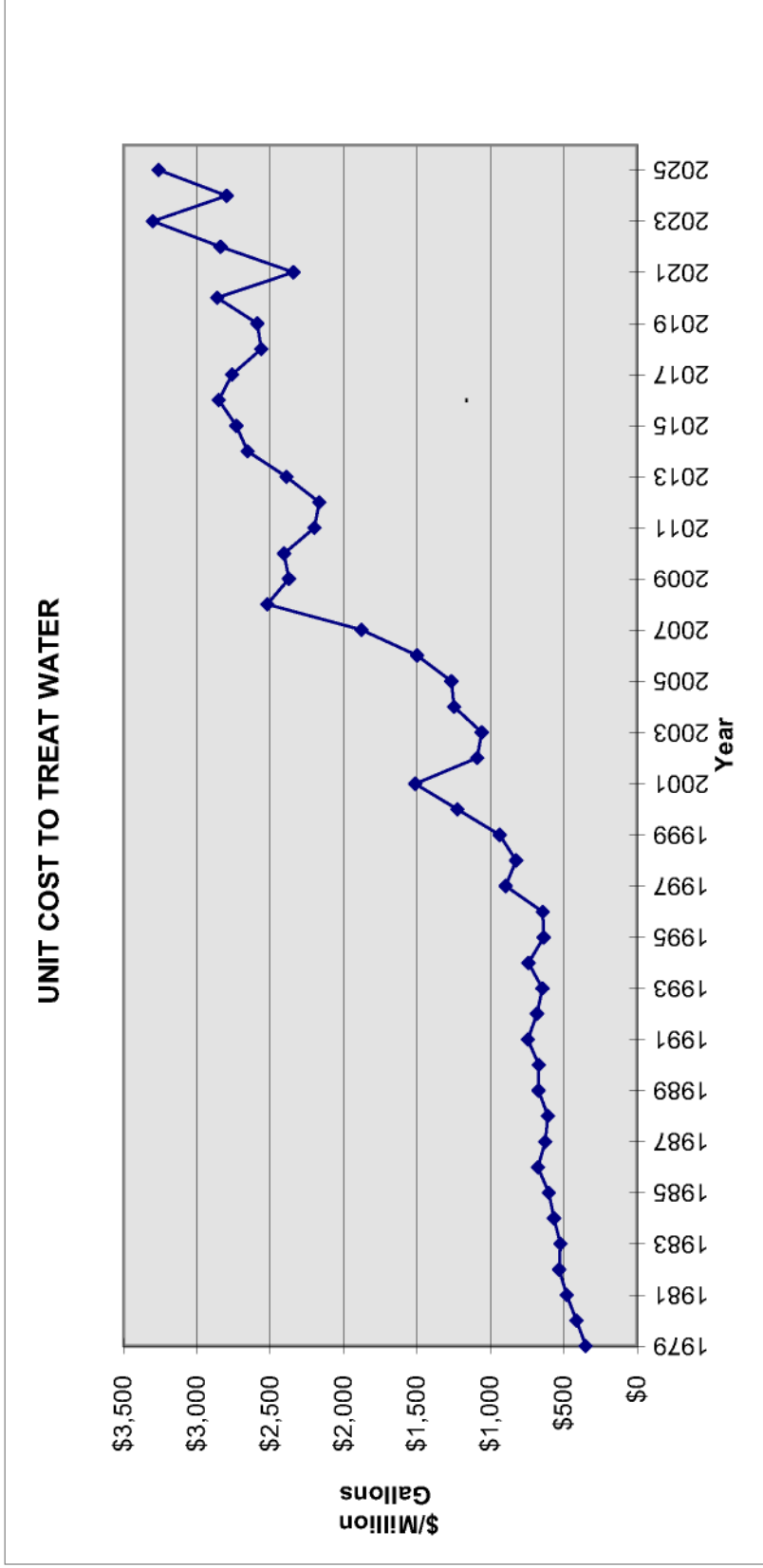
## NEENAH WATER UTILITY



### LOST WATER VS. WATER SUPPLIED

This shows the water loss as a percentage of finished water. We calculate lost water by subtracting the known or estimated authorized, but unbilled usage (such as fire protection) from the total unbilled water. This factor is then divided by the total water delivered to the distribution system. The lost water is at approximately 20% in 2025.

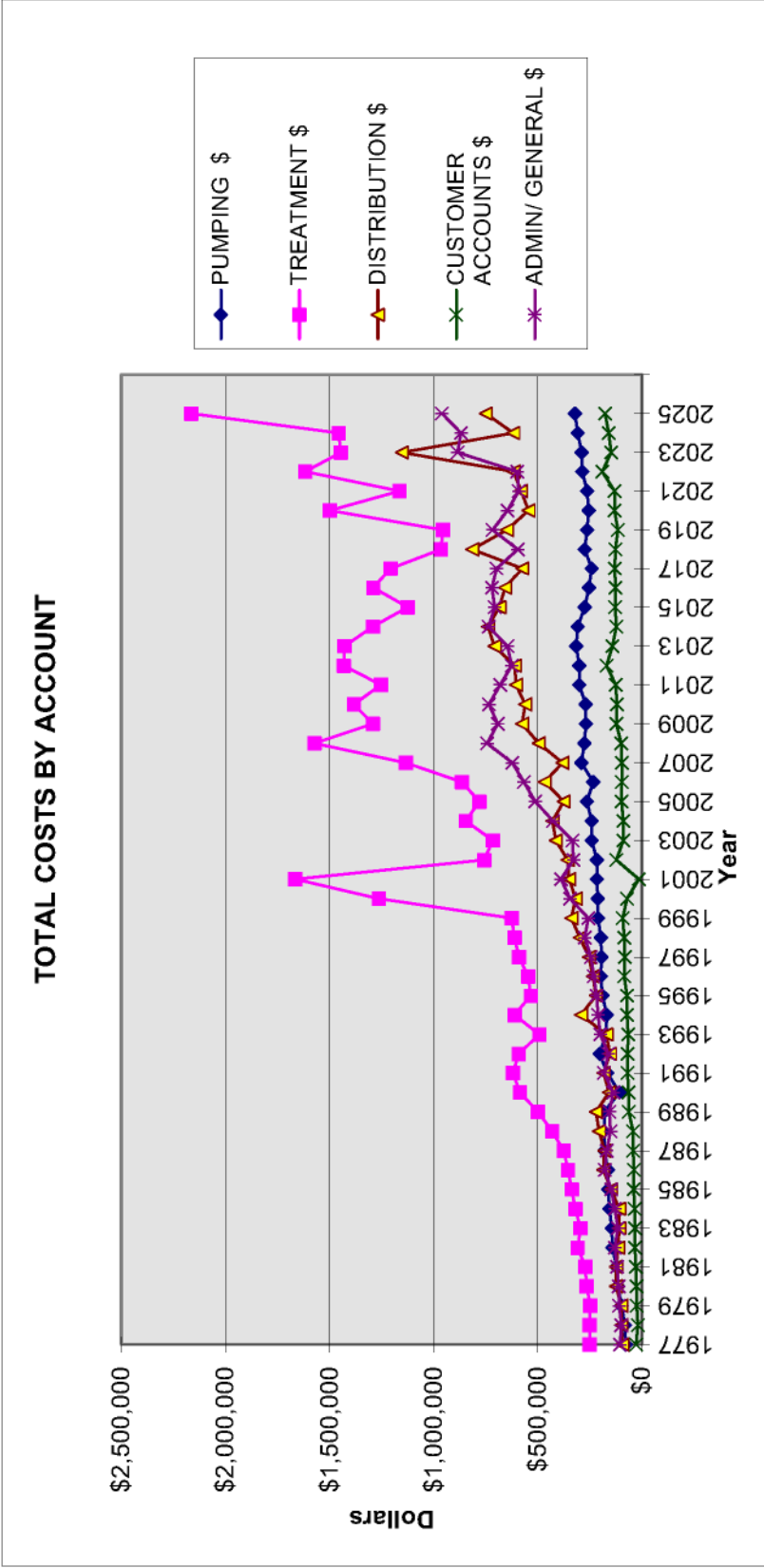
## NEENAH WATER UTILITY



### UNIT COST TO TREAT WATER

This shows the total pumping, treatment, accounting and administrative/general costs to treat water divided by gallons of water treated (not sold). The unit cost had been fairly level in the mid 90's. The high, non-revenue water was giving a false picture of the actual unit cost to treat water. With a reduction in non-revenue water in 1997, the unit cost took a significant jump, even though the total cost was in line with anticipated expenditures. The steep increase in 2007 and 2008 reflect increased chemical prices, implementation of additional processes at the new plant, additional intermediate pumping at the plant, and lagoon cleanouts. This is one of the key benchmarks that water utilities use when comparing themselves to other water utilities. The unit cost for Neenah water has been one of the lowest in the state, when you factor in the complexity and cost of softening surface water.

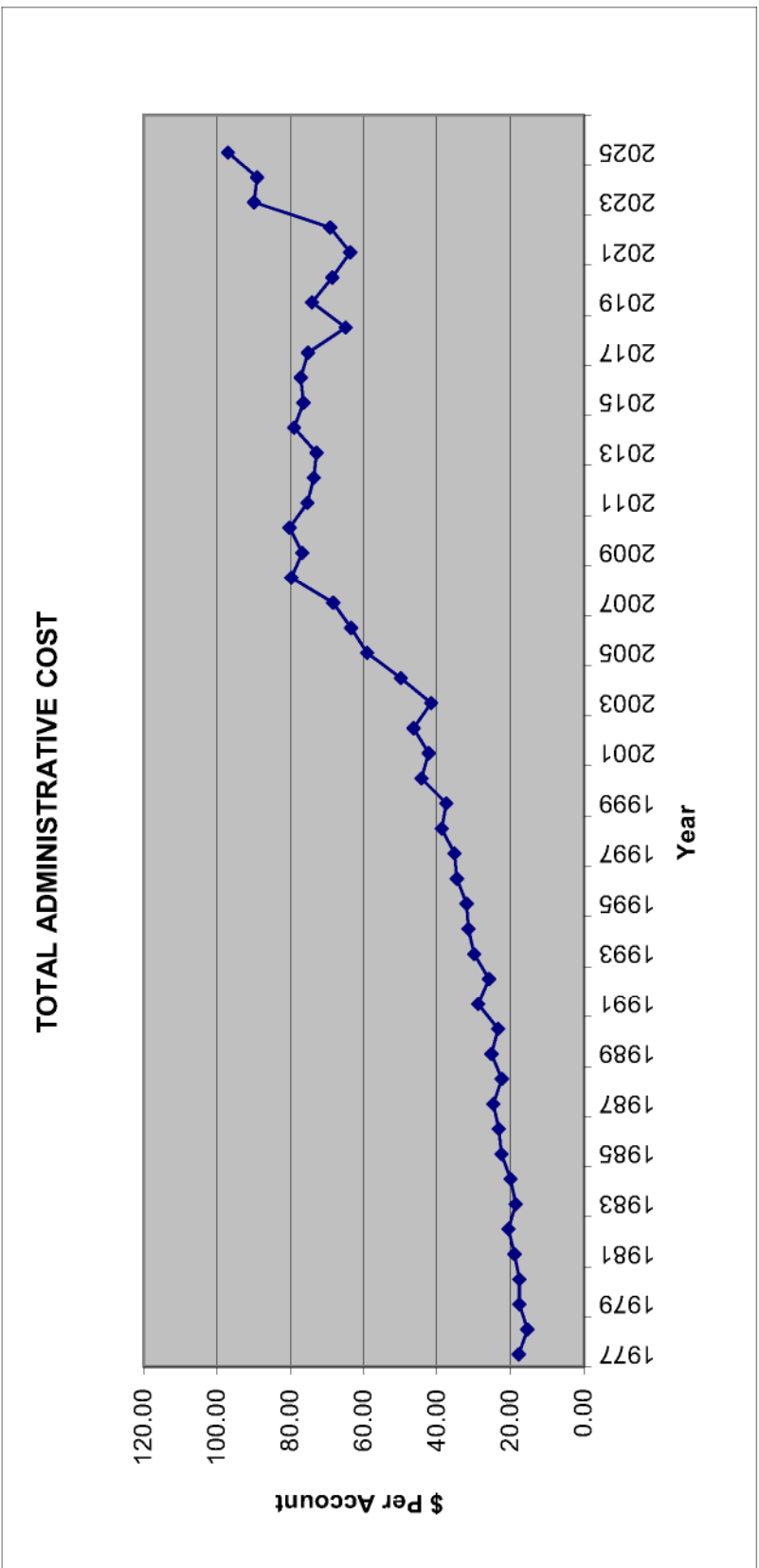
# NEENAH WATER UTILITY



## TOTAL COSTS BY ACCOUNT

This shows a breakdown of the total cost by account type. There are occasional spikes in each of the accounts; with the subsequent graphs detailing each cost by account. The peak in water treatment expenses in 2022 reflects the sludge lagoon cleanout. In 2023 the expense includes the tower painting. 2025 included payment on another sludge lagoon cleanout.

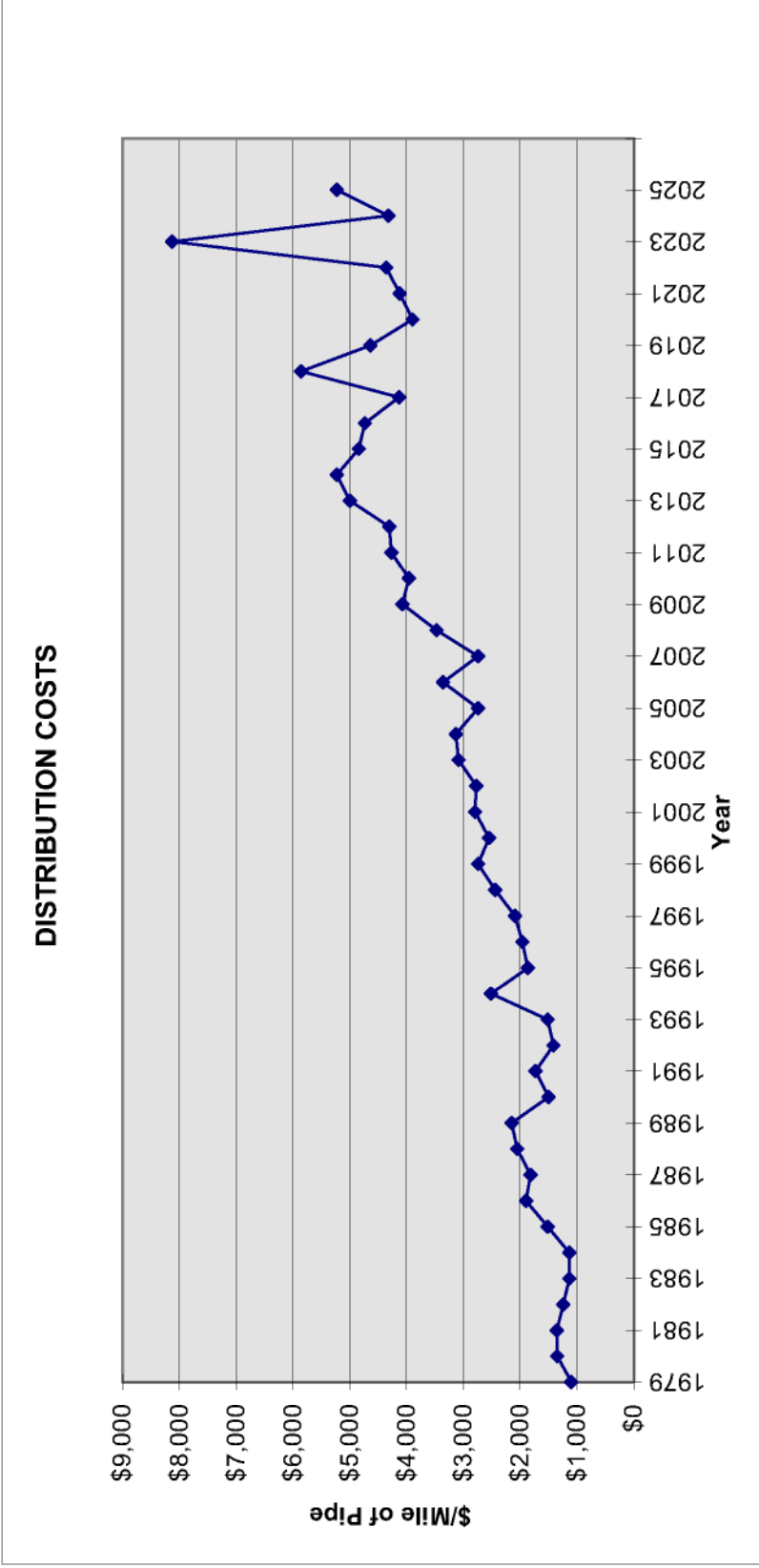
NEENAH WATER UTILITY



**TOTAL ADMINISTRATIVE COST**

This shows the cost for administrative plus customer accounts per metered account. The sharp increase since 2004 reflects the cost to transfer accounting and billing to the City Finance Department, which replaced a salaried employee that regularly worked 70 hours per week. In 2023, there was an increase due to GASB 68 pension adjustment and new utility billing software required for the AMI integration.

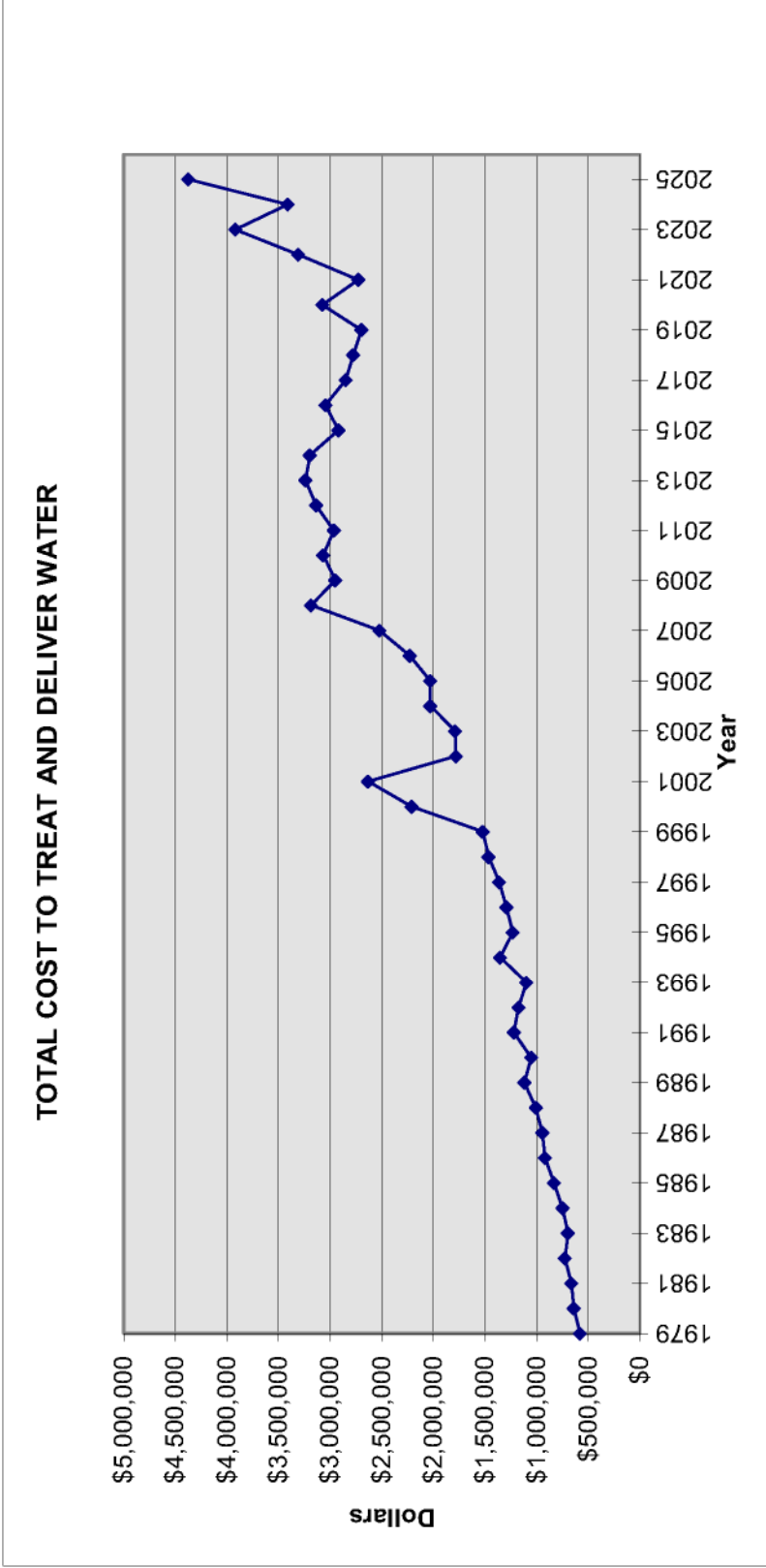
NEENAH WATER UTILITY



**DISTRIBUTION COSTS**

This shows the money spent on distribution related items per mile of pipe. The distribution system is aging and we are spending more time maintaining it. Sharp increases and decreases reflect an increase or decrease in water main breaks and service leaks for that year. In 2023, there was a sharp increase due the tower reconditioning and new meter reading software required for the AMI integration.

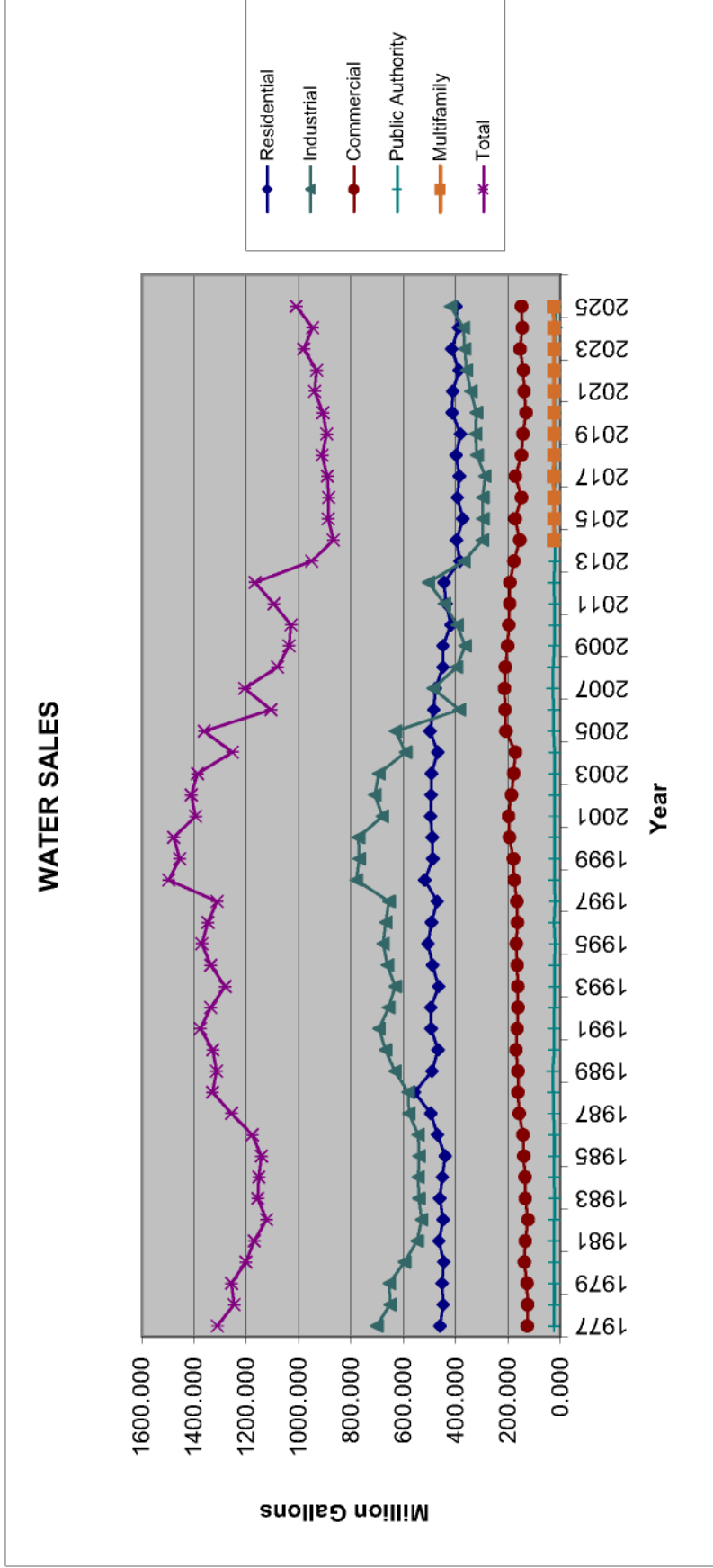
# NEENAH WATER UTILITY



## TOTAL COST TO TREAT AND DELIVER WATER

This shows the total cost to provide water to customers in Neenah each year. This includes water supply, treatment, distribution, pumping, customer accounts and administration. It does not include debt payment and PILOT. The cost has risen steadily over the years and is predictable within some limits. The total cost generally does not fluctuate with consumption because much of the cost is fixed. Since 2022 total costs have risen due to increases chemical purchases and per unit costs, tower reconditioning (2023), lagoon cleanouts (paid for in 2022 and 2025), meter and billing software upgrades, a pension adjustment, increases in maintenance projects, and reconditioning of equipment.

NEENAH WATER UTILITY



**WATER SALES**

This shows the breakdown of total yearly water sales by customer type. Rate increases, weather, environmental concerns, and the general state of the economy affect total water sales. Commercial sales slightly decreased in 2018, where Residential and Industrial slightly increased, providing an overall consistent usage in the past 5 years. Industrial sales significantly decreased in 2005 when Minergy (Fox Valley Energy) started to buy water from Glatfelter. In 2010, Industrial sales increased when Glatfelter closed and Fox Valley Energy again purchased water from the Utility, but again decreased in 2013, when Fox Valley Energy ceased operations. The Multifamily customer type was introduced in 2014, as it previously was combined with the Commercial customer base. Industrial sales have increased steadily since their low in 2017 primarily due to increased demand from Galloway and Horseshoe Beverage.



## Memorandum

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**Date:** June 15, 2026  
**To:** Waterworks Commission  
**From:** Anthony L. Mach  
**RE:** Approve Request to Purchase Historical Property Report for Utility-Owned Lot

---

For many years, the Water Utility has owned and maintained a lot at 568 Belmont Ave. This lot is vacant and was deemed “unbuildable” for various reasons. In 2008, the lot was sold to a private party. Upon digging for a basement, the owner encountered what appeared to be household garbage.

There has been significant interest in the lot over the years.

In order to do our required due diligence, environmental attorney Bill Scott recommends we request an environmental report. The cost for a report ranges from about \$100 to \$450, depending upon the depth of the report.

**Staff recommend requesting an environmental report on the Belmont Street Lot at a cost not to exceed \$500.**

**Attachments:**  
None



## Memorandum

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**Date:** June 15, 2026  
**To:** Waterworks Commission  
**From:** Anthony L. Mach  
**RE:** Request to Approve Proposal for GAC Media Replacement

---

Staff have been working on getting proposals for GAC media replacement. After researching offerings from Carbon Activated Corp. and Calgon Carbon Corp., staff have recommend that we go with Calgon Carbon utilizing the Filtrasorb 300 product. This is the same product that provided us with nearly 20 years of satisfactory service.

The 2026 CIP has an allocation of \$600,000 for media replacement. However, increases due to escalating fuel and materials costs are affecting this year's quote. Staff were able to negotiate a discount with Calgon Carbon and the final quote came in at \$635,100.

**Staff recommend approving the quote with Calgon Carbon Corp. to complete a full replacement of the GAC media.**

**Attachments:**

1. 2026-Neenah WI Proposal-4 Filters



## Activated Carbon Scope of Supply for Neenah, WI WTP: Q#32808

Calgon Carbon Corporation  
3000 GSK Drive,  
Moon Township, PA 15108

Date: 6/9/2026  
Contact: Gary Gorges  
Job Title: Water Treatment Plant  
Manager  
Email: [GGorges@neenahwi.gov](mailto:GGorges@neenahwi.gov)

Product	Quantity	Unit Price	Total Price
Filtrisorb 300	9216FT3		\$635,100
		Total	\$635,100

### ✔ Items Included

- Product: FILTRASORB® 300 (F300)
- Quantity: Approximately 290,000 lbs
- Scope: Removal of existing GAC installation of F300
- Disposal of spent material to be shipped to disposal site
- Empty 4 filters into dumps-15 trucks
- Install Virgin F300 into filters-8 trucks
- Requires 3 Workers for 5 days
- All related labor and equipment (trucks, hoppers, hoses, etc.), except utilities detailed below.
- Herein pricing good for all 4 filters through 12/31/2026

## Items NOT Included

- Owner to provide clean water source for movement of GAC to and from filter via education
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)
- Disinfection (if necessary) not included.
- Additional make up carbon over 20% (CMR only)
- Any applicable taxes not included.
- Owner to provide needed air compressor

## Schedule

- Delivery: 8-10 weeks after receipt of approved purchase order and after carbon acceptance testing has been completed.

## Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid for 30 days from the date of this Scope of Supply document.

For more information or to place an order, contact:

---

Dan Iorio

Calgon Carbon Corporation - A Kuraray Company

Senior Technical Sales Rep - Drinking Water Solutions

[Dan.Iorio@Kuraray.com](mailto:Dan.Iorio@Kuraray.com)

(618) 612-3112



## Terms and Conditions for the Sale of Carbon and Media

### 1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

**2) GENERAL:** Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

**3) PRICE AND PAYMENT:** The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

### 4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1<sup>st</sup> of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

**5) SALE AND DELIVERY:** Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of

any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

**6) TITLE AND RISK OF LOSS:** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

**7) AVAILABILITY:** Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

### 8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging,

exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

**9) PERMITS, LICENSES AND FEES:** Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

**10) TERMINATION:** Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

**11) LIMITED WARRANTIES:**

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

**(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

**12) LIMITATION OF LIABILITY:** Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-

performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

**13) FORCE MAJEURE:** Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

**14) EXPORT CONTROLS:** Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

**15) CONFIDENTIALITY:** Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as

evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

**16) SECURITY INTEREST:** Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

**17) MANAGEMENT OF CHANGE:** Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

**18) APPLICABLE LAW AND JURISDICTION:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

**19) MISCELLANEOUS:**

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

**20) ENTIRE AGREEMENT:** With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

**Director's Report**  
**June 15, 2026**

1. We would like to welcome Luke Lumberg as our new Relief Operator I and Zachary Bloechl as our new Operator I.
2. Water Loss Report.
3. The following applicable items were approved at the May 14, 2026 Board of Public Works meeting:
  - Pay Request No.1, Contract 1-26, Utility and Street Construction, on Elm Street, Reed Street, and Laudan Boulevard, to De Groot Inc., in the amount of \$708,654.95. The total amount attributable to Water is \$372,974.20.
  - Pay Request No.1, Contract 2-26, Utility, Street and Winneconne Overpass Construction, on Sterling Avenue, Henry Street, Greenfield Street, and the Winneconne Overpass, to David Tenor Corporation, in the amount of \$231,789.07. The total amount attributable to Water is \$130,698.15.
4. Solar Installation Update.
5. Water Utility staff are exploring applying for Private Lead Service Line Funding this year.
6. The next regular Waterworks Commission meeting is scheduled for Monday, July 20, 2026.

**NEENAH WATER UTILITY  
PRODUCTION/UNBILLED WATER REPORT**

**THREE MONTH TOTALS  
(1000 GALLONS)**

<b>USAGE PERIOD</b>	<b>RAW WATER</b>	<b>FINISHED WATER</b>	<b>BILLED WATER</b>	<b>WATER LOSS ACCOUNTED</b>	<b>WATER LOSS UNACCOUNTED</b>	<b>% WATER LOSS UNACCOUNTED</b>
CURRENT THREE MONTHS (February, March, April)	356,090	335,320	229,023	14,048	92,249	27.51%
MOST RECENT THREE MONTHS (January, February, March)	353,400	334,980	229,062	16,443	89,475	26.71%
1 YEAR AGO (February, March, April)	347,020	330,650	235,840	19,598	75,212	22.75%

**NOTES:**

Raw water is the total amount of raw water withdrawn from Lake Winnebago / Fox River during the indicated period.

Finished water is the total amount of water entering the distribution system during the indicated period

Billed water is the total usage during the indicated period.

Water loss accounted includes internal plant usage, estimated loss from known main breaks and service leaks, and hydrant flushing.

Water loss unaccounted is calculated by subtracting the billed water and water loss accounted from the finished water.

**DAILY AVERAGE  
(MGD)**

<b>USAGE PERIOD</b>	<b>RAW WATER</b>	<b>FINISHED WATER</b>
Apr, 2026	4.02	3.76
Mar, 2026	3.98	3.75
Apr, 2025	3.87	3.66





## Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426  
Office: (920) 886-6182 Cell: (920) 858-6300  
Email: amach@neenahwi.gov

Anthony L. Mach

Director of Neenah Water Utility

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# MEMORANDUM

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**DATE:** June 8, 2026  
**TO:** Waterworks Commission  
**FROM:** Anthony L. Mach  
**RE:** Intent to Apply for Private Lead Service Line Funding

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The Utility is looking at applying for funding from the Safe Drinking Water Loan Program. The program under SDWLP that supports the replacement of private lead service lines (PLSLs) is offering principal forgiveness (PF). The PF rating is based upon economic factors, such as median household income, poverty percentage, lowest quartile income, etc.

As a whole, Neenah would only qualify for 25% PF. Staff divided the City into Census Tracts, determined the economic factors, and developed a count of PLSLs, in order to find areas which would qualify for a higher rate of PF. The table below details the findings.

Census Tract	Lead Services	Non-Lead	Total Services	LSL Estimated PF %
31	476	415	891	0%
32	474	521	995	0%
33	713	589	1302	50%
34	780	813	1593	50%
35	116	657	773	75%
36	506	864	1370	0%
37.01	29	1237	1266	50%

The most favorable approach would be to target Census Tract 35.

