



City of Neenah
Common Council Amended Agenda
Wednesday, August 5, 2026 at 6:00 PM
Neenah City Hall – 211 Walnut Street
Council Chambers

- I. Roll Call and Pledge of Allegiance
- II. Moment of Reflection on July 27th Tornado Local State of Emergency
 - A. Mayor Borchardt recommends the Common Council ratify the Proclamation Declaring a Local State of Emergency with the City of Neenah regarding the tornado of Monday, July 27, 2026. (Attachment) **(Roll Call Vote)**
- III. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- IV. Approval of Council Proceedings
 - A. Approval of the of [July 15, 2026](#) meeting.
- V. Public Hearings
 - A. Special Use Permit No. 2-26 PitStop Repair Shop, LLC, to establish an automobile sales use on property located at 896 S. Commercial Street, Neenah, Wisconsin. (Attachment)
 - B. Ordinance 2026-12 Zoning Code Amendment to Section 26-3 of the Municipal Code of the City of Neenah, related to the definition of family day care homes. (Attachment)
- VI. Plan Commission Report Pertaining to the Public Hearings
 - A. Plan Commission meeting of [July 28, 2026](#): (Ald. Neuman) (Minutes can be found on the City website)
 - 1. The Commission recommends the Common Council approve a Special Use Permit 2-26 PitStop Repair Shop, LLC, to establish an automobile sales use on property located at 896 S. Commercial Street, Neenah, Wisconsin subject to the conditions of the Special Use Approval Letter. **(Roll Call Vote)**
 - 2. The Plan Commission recommends the Common Council approve Ordinance No. 2026-12, amending the definition of Family Day Care Home to allow care for up to twelve (12) children, consistent with Wisconsin Statute § 66.1017. **(Roll Call Vote)**
- VII. Public Forum

Speakers must state their name and residential address and are allowed five minutes to speak on any topic.
- VIII. Mayor/Council Consideration of Public Forum Issues
- IX. Consent Agenda

None.
- X. Reports of Standing Committees

- A. Public Services & Safety Committee meeting of [July 28, 2026](#): (Chairman Weber/Vice Chairman Pollnow) (Minutes can be found on the City website)
 - 1. Meeting canceled, no report.
 - B. Special Finance & Personnel Committee meeting of [August 5, 2026](#): (Chairman Erickson/Vice Chairman Ellis) (Minutes can be found on the City website)
 - 1. Consideration of Committee recommendation for the Common Council to retitle the Traffic Maintenance Worker position as Traffic Technician and to place the position in Grade 9 of the City's salary plan. **(Roll Call Vote)**
 - 2. Consider Committee recommendation for the Common Council to approve entering into a service contract with Keeper for an Enterprise Password Management System at a cost not-to-exceed \$16,000, with funding primarily coming from Information Systems capital equipment budget. **(Roll Call Vote)**
 - 3. Consider Committee recommendation for the Common Council to approve the purchase of new Palo Alto firewall devices and services from Heartland Business Systems at a cost of \$57,717.59, with funding coming from Information Systems capital equipment budget. **(Roll Call Vote)**
 - 4. Consider Committee recommendation for the Common Council to approve the Alta Alley License Agreement with Future Neenah Inc. and Alta Resources. **(Roll Call Vote)**
 - C. NMFR Joint Finance & Personnel Committee meeting of [July 21, 2026](#): (Alderman Pollnow) (Minutes can be found on the City website)
 - 1. No report, item to be taken up under closed session.
- XI. Reports of Special Committees and Liaisons and Various Special Projects Committees
- A. Plan Commission meeting of [July 21, 2026](#): (Ald. Neuman) (Minutes can be found on the City website)
 - 1. No report, items listed under Public Hearings.
 - B. Board of Public Works meeting of [August 5, 2026](#): (Vice Chairman Ellis) (Minutes can be found on the City website)
 - 1. Consider Board recommend for the Common Council to award the bid from Miron Construction to complete the restoration of the Kimberly Point Lighthouse per specifications for the base bid in the amount of \$328,945.00; Alternative #1 in the amount of \$53,545.00; brick tuckpointing in the amount of \$23.50/s.f., and brick repair in the mount of \$28.75 s.f. (Attachment)
 - C. Report from the Community Development Authority of Meeting of [August 25, 2025](#) – Director Nieforth
 - 1. Community Development Authority recommends the Common Council approve Parking Lot Lease Agreement at 110 West Cecil Street between Pizza Parlor Inc. d/b/a Cranky Pat's Pizzeria and the Community Development Authority.
 - D. Report from the Regular Park Commission [July 16, 2026](#) and Special Park Commission Meeting [July 30, 2026](#) – Alderman Weber
 - E. Report from the Committee of Aging Meeting of [July 16, 2026](#) - Alderman Neuman.
- XII. Presentation of Petitions

- A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- XIII. Council Directives
- XIV. Unfinished Business
- XV. New Business
 - A. Any announcements/questions that may legally come before the Council.
- XVI. Closed Session
 - A. The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, and the conducting of other specified public business as competitive or bargaining reasons require closed session for properties at 135 Millview Drive and on the westside of the 1300 block of South Commercial Street. **(Roll Call Vote)**
 - B. The Common Council may convene into closed session, pursuant to Wis. Stat. 19.85 Section (1)(c) for the purpose of reviewing the Tentative Bargaining agreement between the Cities of Neenah and Menasha and Local 275. **(Roll Call Vote)**
 - C. The Common Council may reconvene into open session pursuant to Wis. Stats. §19.85(2) to consider or act on any item (s) discussed in closed session. **(Voice Vote)**
- XVII. Adjournment

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 at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH, WISCONSIN

PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY WITHIN THE CITY OF NEENAH

WHEREAS, Section 323.11 of the Wisconsin Statutes authorizes the governing body of a local unit of government to declare, by ordinance or resolution, that an emergency exists whenever conditions arise by reason of a disaster, or the imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health, or police protection, or other critical systems of the local unit of government; and

WHEREAS, Section 323.14(4) of the Wisconsin Statutes confers upon the governing body during such an emergency the general authority to order whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the City; and

WHEREAS, on July 27, 2026, a tornado struck the City of Neenah and surrounding communities, causing structural damage to buildings, downed trees and power lines, and disruption to utility service and roadways; and

WHEREAS, the event has impaired transportation, utility service, and the delivery of emergency services within the City, satisfying the conditions set forth in Section 323.11 of the Wisconsin Statutes; and

WHEREAS, the neighboring City of Menasha and Village of Fox Crossing have sustained more significant damage, and coordinated regional response and mutual aid are warranted; and

WHEREAS, the Mayor being absent from the City, Council President Daniel Steiner is serving as Acting Mayor pursuant to Neenah Municipal Code Chapter 2.2, Section 222 (f) and applicable law; and

WHEREAS, the Acting Mayor finds that declaring a local state of emergency is necessary to protect public health and safety, to authorize emergency expenditures and procurement, to enable the deployment of City resources and the provision of mutual aid, and to document response costs and damages for potential state and federal assistance.

NOW, THEREFORE, AS PROCLAIMED by the Acting Mayor of the City of Neenah, Winnebago County, Wisconsin, as follows:

Section 1. Declaration. A local state of emergency is hereby declared to exist within the corporate limits of the City of Neenah as a result of the event described above.

Section 2. Effective Time and Scope. This declaration is effective as of 5:30 p.m. on July 27, 2026, and applies throughout the corporate limits of the City of Neenah.

Section 3. Emergency Powers. During the period of this emergency, the City may exercise all powers conferred under Section 323.14(4) of the Wisconsin Statutes, including but not limited to the authority to bar, restrict, or remove unnecessary vehicular and pedestrian traffic from public ways, to restrict access to affected areas, and to take such other actions as are necessary and expedient for the protection of persons and property.

Section 4. Authorization to Act. The Acting Mayor and the City's Director of Emergency Government are authorized to take all actions reasonably necessary to respond to the emergency, including the emergency procurement of goods, equipment, and services without regard to standard bidding and purchasing procedures, and the authorization of necessary overtime and personnel deployment. Emergency expenditures shall be documented and reported to the Common Council.

Section 5. Mutual Aid. The Acting Mayor and appropriate City officials are authorized to request, provide, and coordinate mutual aid, including under the Wisconsin Intrastate Mutual Aid System (Section 323.80, Wis. Stats.), and to render assistance to the City of Menasha, the Village of Fox Crossing, and other affected jurisdictions.

Section 6. Coordination. City officials shall coordinate the City's response with Winnebago County Emergency Management and Wisconsin Emergency Management, and shall provide damage and cost information as requested to support any regional, state, or federal assistance determinations.

Section 7. Documentation. City staff shall document all response and recovery costs, damage to public and private property, and resources provided and received, in a form suitable for submission for state or federal disaster assistance.

Section 8. Duration and Termination. This local state of emergency shall remain in effect until terminated or extended by action of the Acting Mayor. The Acting Mayor shall recommend termination when emergency conditions no longer warrant its continuation.

Section 9. Ratification. To the extent the Acting Mayor issued a proclamation declaring this emergency pursuant to Section 323.14(4)(b), Wis. Stats., all actions taken thereunder are hereby ratified and confirmed.

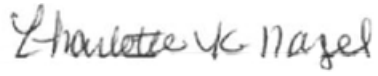
Section 10. Effective Date. This Resolution shall take effect immediately.

Adopted this 27th day of July, 2026.

A handwritten signature in black ink, appearing to read "Daniel Steiner", with a stylized, flowing script.

Daniel Steiner, Council President serving as Acting Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Charlotte K Nagel".

Char Nagel, City Clerk

Approved as to form:

A handwritten signature in cursive script, appearing to read "David Rashid".

David Rashid, City Attorney

DATE: July 28, 2026
TO: Mayor Borchardt and Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director
RE: Special Use Permit – 896 S. Commercial St – Auto Sales

Request

PitStop Repair Shop, LLC (Kaleb Wunderlich), has requested a special use permit to sell automobiles at property located at 896 S. Commercial Street.

Consideration

The subject site is currently used as an automotive repair business and is about 0.23 acres in size. The property includes a small building on the east side of the property and an off-street parking lot. The property was originally constructed as a gasoline service station and has primarily been used as an automotive repair business after the gas pumps were removed. The applicant wants to continue servicing and repairing automobiles but would also like to sell used vehicles. The property is zoned C-1, General Commercial District.

The C-1 zoning district requires this use to obtain a special use permit. Each zoning district includes a list of Permitted Uses or uses allowed by right and Special Uses or uses that possess special characteristics or uniqueness which require thorough review of their location and configuration relative to the surrounding neighborhood. Specifically, the City's Zoning Code requires that the Plan Commission consider the following findings when deciding on a Special Use:

1. The use shall be compatible with the adjacent land uses so that the existing uses will not be depreciated in value and there will be no deterrents to development of vacant land.
2. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
3. The use shall be reasonably related to the overall needs of the City and to existing land use patterns.
4. The use will not cause traffic hazards or congestion.
5. The use shall have adequate utilities, access roads, drainage, and other necessary facilities.

The Zoning Code recommends a minimum lot size of 0.5 acres for automotive sales/repair businesses. Although the subject site is less than the recommended minimum lot size, the Plan Commission or Common Council can reduce or waive the

recommended minimum standards. The subject site has been used as an auto repair business since at least 1960, prior to the requirement of a minimum lot size.

However, due to the small size of the site, it is recommended that the number of vehicles displayed on the site for sale be limited to no more than 5 at any one time. In addition, no vehicles may be displayed/parked in the vision clearance triangle which is defined as an unoccupied triangle space at the street corner of a corner lot. The triangle is formed by connecting the point where each street line intersects and two points located 25 feet along each street line. Such space shall remain clear of obstructions between three and ten feet above grade. Additionally, no vehicle shall be displayed with any part of the vehicle extending beyond the property line, over the public sidewalk.

Recommendation

Plan Commission finds that the proposed use meets the findings of fact for a Special Use Permit (Sec. 26-48) and recommends Common Council approve a Special Use Permit for an automotive sales use located at 896 S. Commercial Street subject to the conditions of the Special Use Approval Letter.



City of Neenah Community Development
211 Walnut Street
Neenah WI 54956
Ph 920.886.6130

July 23, 2026

KALEB WUNDERLICH

896 S COMMERCIAL ST
NEENAH, WI 54956

RE: Special Use #2-26 - 896 S. Commercial St - Car Sales Special Use Review () Status Approved

Dear KALEB WUNDERLICH:

We have completed our review of the plan identified above. The plan was approved per attached comments, if any. This letter is not to be construed as a zoning compliance, grading, building permit, certificate of occupancy, or a substitute for any permit or certificate required by any state or federal government entity.

Sincerely,

Brad Schmidt
Deputy Director of Community Development and Assessment
bschmidt@neenahwi.gov
920-886-6126

Plan Review Comments

Planning - Brad Schmidt -
bschmidt@neenahwi.gov

Approved

Review Comments:

1. The number of vehicles that can be displayed for sale at any one time is limited to no more than 5.
2. Vehicles displayed for sale cannot be located in the vision clearance triangle along S. Commercial Street and Cecil Street.
3. Vehicles must be displayed on the property and cannot overhang into the public right-of-way.

Engineering - Heath Kummerow - 920-886-6245
hkummerow@neenahwi.gov

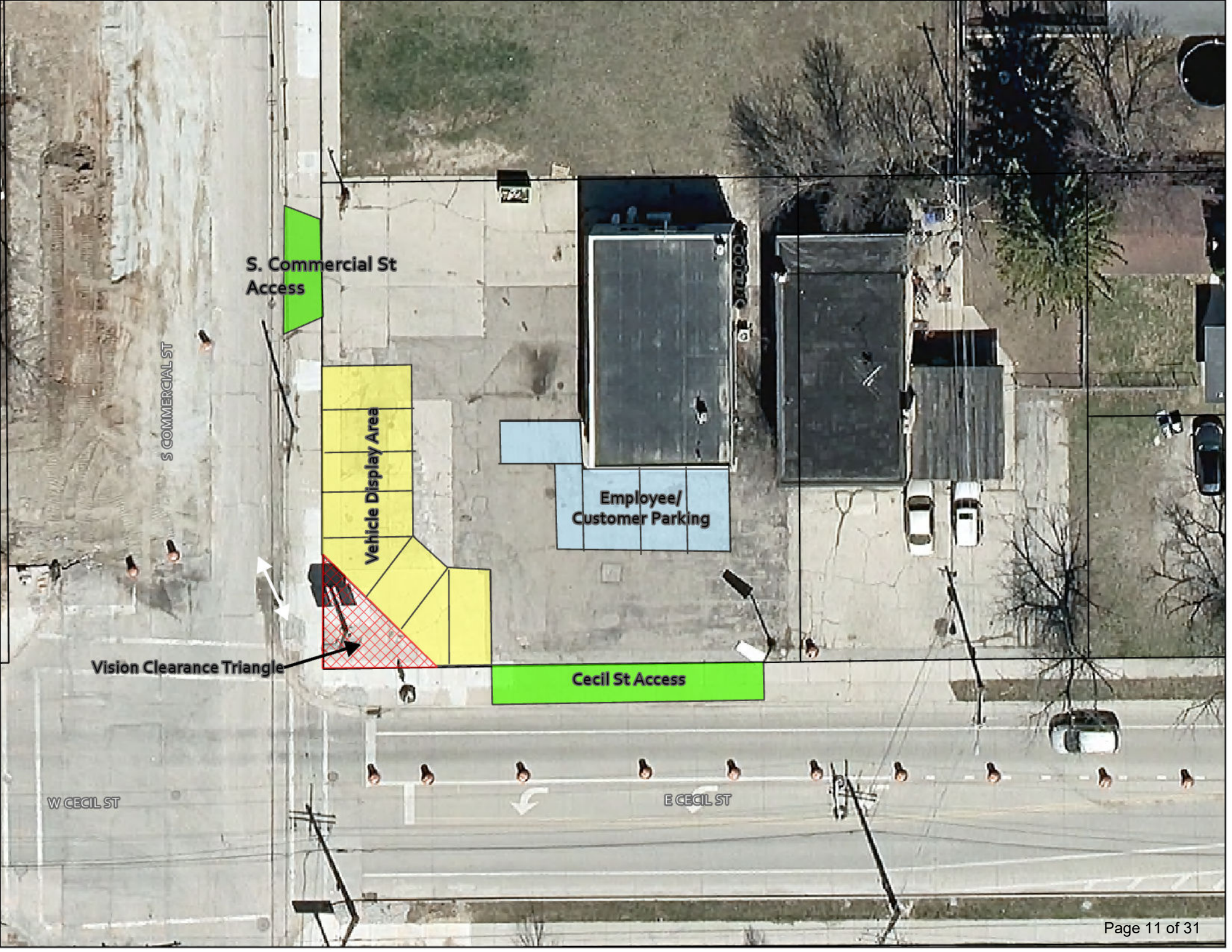
Approved

Review Comments:

Inspections - Building Commercial - Kyle Pederson - 920-886-6131
kpederson@neenahwi.gov

Approved

Review Comments:



S. Commercial St
Access

Vehicle Display Area

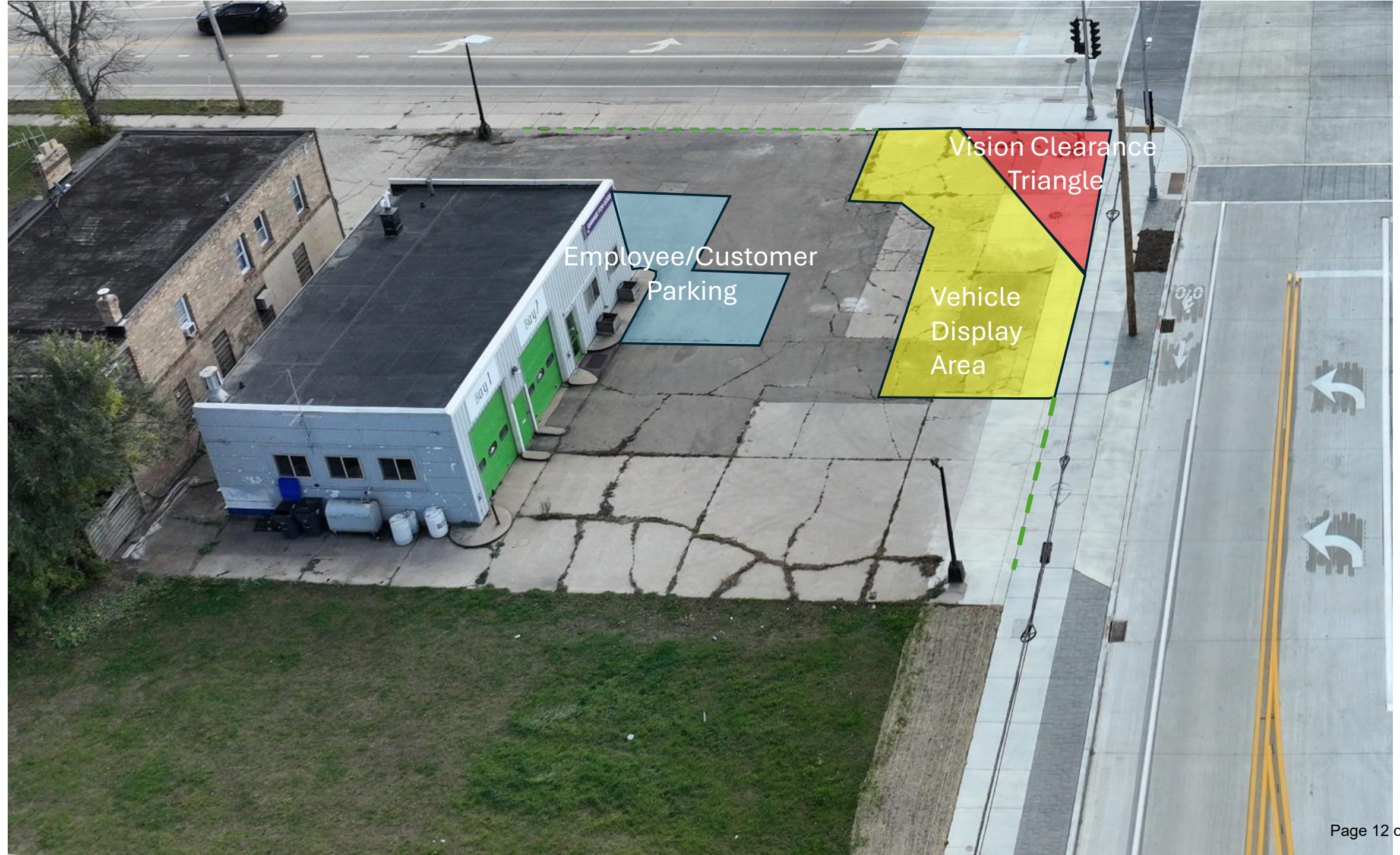
Employee/
Customer Parking

Cecil St Access

Vision Clearance Triangle

W CECIL ST

E CECIL ST



Employee/Customer
Parking

Vision Clearance
Triangle

Vehicle
Display
Area





M E M O R A N D U M

DATE: July 28, 2026
TO: Mayor Borchardt and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director
RE: Zoning Code Amendment – Section 26-3 – Definition of Family Day Care Home

Background

The City of Neenah's Zoning Code currently defines a **Family Day Care Home** as follows:

Family day care home means a licensed facility located in a residential dwelling and operated by a resident family, providing care and supervision for four to eight children.

This definition was established prior to changes in Wisconsin law governing family child care homes. The Wisconsin Legislature has since adopted statutory provisions that define a family child care home as a licensed dwelling where care is provided for **not more than 12 children**.

Proposed Amendment

Staff recommends amending the definition of **Family Day Care Home** to read as follows:

Family day care home means a licensed facility located in a residential dwelling and operated by a resident family, providing care and supervision for **four to twelve children**.

This amendment increases the maximum number of children from eight (8) to twelve (12), making the City's definition consistent with Wisconsin law.

Discussion

Wisconsin Statute § 66.1017 establishes statewide standards for family child care homes. The statute defines a family child care home as a dwelling licensed by the Wisconsin Department of Children and Families where care is provided for no more than twelve children. The statute further provides that municipalities may not prohibit family child care homes in zoning districts where single-family residences are permitted and may not establish standards or requirements that differ from the state's licensing standards.

The proposed amendment does not change where family child care homes are permitted within the City or alter any zoning regulations that apply equally to all residential dwellings. It simply updates the definition to reflect the maximum number of children allowed under state law.

Recommendation

Appropriate action at this time is for Plan Commission recommend Common Council approve Ordinance No. 2026-12, amending the definition of Family Day Care Home to allow care for up to twelve (12) children, consistent with Wisconsin Statute § 66.1017.



AN ORDINANCE: By Plan Commission
Re: Amending Section of the Code of Ordinances
relating to the definition of family day care
homes.

ORDINANCE NO. 2026-12

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Chapter 26 of the City of Neenah, consisting of Section 26-3, relating to the definition of family day care homes is amended to eliminate the stricken language and add the highlighted language to read as follows:

Sec. 26-661. Definitions.

Family day care home means a licensed facility located in a residential dwelling and operated by a resident family, providing care and supervision for four to ~~eight~~ **twelve** children.

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Moved by: _____

Adopted: _____

Approved: _____
Published: _____

Approved:

Brian Borchardt, Mayor

Attest:

Charlotte Nagel, City Clerk

THIS INSTRUMENT WAS DRAFTED BY:
City Attorney David C. Rashid
211 Walnut Street
Neenah, WI 54956
State Bar No. 1056542



MEMORANDUM

TO: Mayor Borchardt and Common Council Members

FROM: Kelly Nieforth, Director of Community Development and Assessment

DATE: July 23, 2026

RE: 110 West Cecil Street Parking Lot Lease Agreement

In the past seven years, the City of Neenah and the City's Community Development Authority (CDA) have been working with the Wisconsin Department of Natural Resources (DNR) and H&J Investments, LLC (affiliate of Donaldson's Cleaners) to identify a solution to address the historical contamination on the former dry cleaner parcel at 110 West Cecil Street.

In 2019, the building on the parcel was condemned and the building was razed by the City in 2020. Since 2020, the site has consisted of a concrete slab where the building was once located, and the existing parking lot that was used by the businesses in the former building. After the building was razed, discussions between the CDA and H&J Investments, LLC were held to discuss the option of the CDA purchasing the property and with the CDA acquiring the property in early 2026. Throughout this entire process, the adjacent property owner, Cranky Pat's Pizzeria, has been in discussions with Donaldson's and the CDA to lease the parking lot to offer additional parking to their business patrons.

City staff and Cranky Pat's Pizzeria have discussed the terms of the Agreement and staff are agreeable to Cranky Pat's Pizzeria utilizing the parcel for additional parking. Since the CDA owns the parcel, a Local Government Unit (LGU) exemption designation is valid and the CDA is exempted from certain liabilities and requirements for the contaminated parcel per state statutes. The former owner, Donaldson's, is still liable for the long-term costs associated with the contamination which the DNR will continue to monitor.

The additional parking will allow the business to serve additional customers and will clean up the blighted parcel. Cranky Pat's Pizzeria has committed to investing \$10,000 into the subject parcel to cap the site, repave the parking lot, and follow WDNR requirements for the business to utilize the parcel for parking. \$10,000 is estimated to cover these costs.

The City (as Lessor) and the owner of Cranky Pat's Pizzeria (Lessee) have agreed to the following terms:

- The lease rate will be \$1.00 per year for 10 years and can be extended on a rolling year-to-year basis.
- Lessor will repair the existing monitoring wells on the site and fund new caps as required by the WDNR.
- Lessor will provide limited oversight, cap documentation and a report as required by the WDNR which city staff will assist with.
- Lessee will maintain the lot and lot improvements.
- Lessee will install a hard surface parking lot with parking spots painted on the site.
- Lessee will install landscaping along South Commercial Street and planter features along West Cecil Street.
- Lessee will have the right of first refusal to purchase the property and an option to terminate the lease.

Appropriate action at this time is to recommend Council approve the Parking Lot Lease Agreement with Pizza Parlor, Inc. d/b/a Cranky Pat's Pizzeria on the property at 110 West Cecil Street, as recommended by the Community Development Authority of the City of Neenah.

110 West Cecil Street Aerial Photos

2015:



2025:



PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this “Lease”) is made this ____ day of _____, 2026 (the “Effective Date”) by and the Community Development Authority, Neenah, a subunit of government of the City of Neenah, a Wisconsin municipal corporation, with its principal place of business at 211 Walnut Street, Neenah, WI 54956 (“Lessor”), and Pizza Parlor, Inc. d/b/a Cranky Pat’s Pizzeria, a Wisconsin domestic business corporation, with its principal place of business at 905 S. Commercial Street, Neenah, WI 54956 (“Lessee”).

RECITALS

WHEREAS, Lessee desires suitable additional parking for the motor vehicles of Lessee’s guests, patrons, and customers in close proximity to its restaurant on South Commercial Street as Lessee otherwise has inadequate parking accommodations in such location; and

WHEREAS, Lessor is the legal owner and fee simple holder of title of record to a certain parking lot as more particularly described below; and

WHEREAS, Lessor acquired said parking lot for partial redevelopment thereof and also in part to assist Lessee with the reconfiguration and improvement of its business premises and available parking facilities; and

WHEREAS, Lessor and Lessee desire to enter into an agreement in writing for the rehabilitation, use, and upkeep of the aforesaid parking lot property, which shall be subject to the following covenants, terms, and conditions.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises. Lessor leases to Lessee the premises commonly known as “Donaldson’s parking lot” and located at 110 West Cecil Street, Neenah, Wisconsin 54956, including the land and improvements associated therewith, more particularly described on the attached Exhibit A Legal Description (the “Leased Premises”). Lessor and Lessee acknowledge and agree that the Leased Premises is the subject matter of the ongoing State of Wisconsin Department of Natural Resources (the “DNR”) environmental oversight and cleanup, monitoring, and other obligations due to soil and groundwater contamination from the release of dry-cleaning solvents. Lessor and Lessee further acknowledge and agree that, except as expressly set forth in this Lease, Lessee assumes no liability, responsibility, or obligation with respect to any environmental conditions affecting the Leased Premises as of the Effective Date, and at all times thereafter, all of which liability, responsibility, and obligation shall be solely that of Lessor or Lessor’s predecessors in interest with respect to the Leased Premises, and that Lessee expressly disclaims any liability, responsibility, or obligation as to the environmental conditions affecting the Leased Premises on and prior to the Effective Date. Lessor warrants and represents to Lessee that, as of or prior to the Effective Date, it is the fee simple owner of the Leased Premises.

2. Term. The initial term of this Lease is for the remainder of calendar year 2026 and an additional ten (10) years thereafter, commencing on the Effective Date and continuing through December 31, 2036 (“Initial Term”). The term of the Lease shall be automatically renewed following the Initial Term on a rolling year-to-year basis unless or until Lessee provides notice to Lessor in writing of Lessee’s intention to terminate this Lease, at least ninety (90) days prior to the conclusion of the Initial Term or the then current annual renewal term, or unless Lessee sooner effectuates such termination of this Lease by exercising its option to purchase the Leased Premises, referenced herein, or by giving written notice to Lessor during the Initial Term at least one hundred eighty (180) days prior to the intended termination date.
3. Rent. Rent for the Leased Premises shall be paid by Lessee to Lessor by mail at P.O. Box 426, Neenah, WI 54957-0426 or by personal delivery to the Director of Community Development and Assessment as agent(s) for Lessor, on an annual basis, commencing on the Effective Date. The rent shall be One and NO/100 Dollar (\$1.00) per annum or partial calendar year, without proration. No other rent payment obligations between Lessor and Lessee are contemplated or intended with respect to the Leased Premises under this Lease. No security deposit shall be demanded or required under this Lease.
4. Conditions for Lessor and Lessee Following Effective Date. Lessee shall undertake the following work on the Leased Premises to allow for its use as a parking lot:
 - a. As soon as practicable following the Effective Date, address or coordinate or facilitate action as to environmental concerns with respect to the Leased Premises pursuant to the guidance or directives of the DNR, including payment of the costs and expenses incurred in connection therewith, in a sum not to exceed \$10,000.00 in the aggregate (with Lessor being responsible for payment of costs and expenses with respect thereto in excess of \$10,000.00), as follows:
 - i. Monitoring Well Staking and Repair (up to two (2) site visits at 24 hours and up to \$500.00 in funds for new well caps) \$4,000.00.
 - ii. Cap Documentation, Limited Oversight (1 site visit), and Documentation Report \$3,750.00.
 - b. Update and improve Lessee’s real property adjacent to the Leased Premises located at 905 South Commercial Street, at Lessee’s sole cost and expenses, with the landscaping and planting features as identified in the specifications set forth on the attached Exhibit B and subject to inspection and approval by Lessor, which approval shall not be unreasonably withheld;
 - c. Construct on and about the Leased Premises, at Lessee’s sole cost and expense, a hard surface parking lot and all attendant landscaping and planting features, as per the specifications identified by Lessor to Lessee, which are attached hereto as Exhibit B, and subject to inspection by Lessor, consistent with applicable guidance or directives of the DNR;

- d. Install at Lessee's sole cost and expense any signage agreed upon between Lessor and Lessee by specification, supplemental agreement, or in accordance with applicable ordinance;
 - e. Maintain at Lessee's sole cost and expense the surface of the parking lot constructed and installed upon the Leased Premises as may be required from time-to-time due to the vehicular use thereof and normal wear and tear over time;
 - f. Repair and/or replace at Lessee's sole cost and expense the surface of the parking lot constructed and installed upon the Leased Premises as may be required from time-to-time due to the vehicular use thereof and normal wear and tear over time; and
 - g. Provide at Lessee's sole cost and expense the necessary snow/ice control for the Leased Premises.
5. Continuing Obligations. Notwithstanding this Lease, Lessor and Lessor's predecessors in interest and/or successors in interest (other than and expressly excluding Lessee) with respect to the Leased Premises shall have a continuing obligation to the Wisconsin Department of Natural Resources, together with any other environmental protection department, agency, office, or entity having jurisdiction or oversight over the Leased Premises, to comply with all monitoring, maintenance, remediation, cleanup, and site closure requirements and mandates with respect to soil contamination and groundwater contamination relating to or arising from the Leased Premises. Lessee shall not permit any additional soil contamination or groundwater contamination to occur on or about the Leased Premises during the Initial Term or any renewal term.
6. Right of First Refusal and Option to Terminate. Lessee shall have the right of first refusal to purchase the Leased Premises should Lessor desire to sell the Property. Lessor agrees to provide Lessee with not less than sixty (60) days' advance written notice of such desire to sell the Property. Lessee shall exercise its right of first refusal by providing Lessor with written notice within sixty (60) days of Lessee's receipt of Lessor's notice of its desire to sell. The purchase price of the Leased Premises shall be One and NO/100 Dollar (\$1.00) unless a different purchase price amount is mutually agreed upon in writing between the parties. The terms and conditions for sale and purchase and conveyance of good and marketable title of commercial real estate as provided under the standard WB-15 Commercial Offer to Purchase form approved by the Wisconsin Real Estate Examining Board shall govern this transaction following Lessee's determination to purchase the Leased Premises. It is contemplated by Lessor and Lessee that sale of the property to Lessee will not occur prior to the issuance by the Wisconsin Department of Natural Resources of a satisfactory case closure or site closure letter or report with respect to the environmental contamination matters affecting the Leased Premises. Should Lessee fail to provide Lessor with timely notice of its exercise of the right of first refusal as set forth above, Lessee shall be deemed to have waived such right of first refusal and Lessor shall be free to sell the Property thereafter; provided, however, that the Property is sold subject to the continuing terms and conditions of this Lease. Notwithstanding any contrary provisions of this Lease, Lessee shall have a unilateral option to terminate its tenancy of the Leased Premises during the Initial Term or any renewal term, for any or no

reason, by giving written notice to Lessor of Lessee's intention to terminate this Lease at least one hundred eighty (180) days prior to the contemplated termination date.

7. Waste, Nuisance, or Unlawful Activity. Lessee shall not allow any waste or nuisance on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful, improper, or offensive purpose.
8. Restrictions on Use and Appurtenances. The parties agree that the only use to be made by Lessee of the Leased Premises is for off-street vehicular parking for patrons and employees of the restaurant. Lessee shall not allow to be placed or stored upon the Leased Premises anything other than parked vehicles; prohibited items to include but not be limited to: signage not authorized by Lessor pursuant to paragraph 13 of this Lease, dumpsters or other refuse/recycling receptacles, sheds or storage buildings/containers, recreational vehicles not in current use by restaurant customers presently patronizing the business, boats or trailers, and junk or debris in violation of Chapter 11, Art. I., Sec. 11-6 of Neenah Code of Ordinances.
9. Utilities, Snow Removal, and Lawn Maintenance. Lessee shall arrange and pay for all utilities furnished to the Leased Premises during the Initial Term and any renewal term of this Lease, if and as applicable, including heat, electricity, gas, sewer, water and telephone service. Lessee shall also arrange for and pay the cost of snow removal and lawn maintenance of the Leased Premises, as and if applicable.
10. Alterations, Repairs, and Maintenance. Lessor and Lessee acknowledge and agree that Lessee intends to construct and install, at Lessee's expense, a parking lot to service and accommodate Lessee's business and operations at the adjoining property located at 905 South Commercial Avenue, Neenah, Wisconsin 54956. Except as to Lessor's continuing obligations with respect to environmental conditions affecting the Leased Premises as of the Effective Date, Lessee shall be responsible to repair and maintain all other elements of the Leased Premises. Lessee will not make the aforesaid alterations or improvements with respect to the Leased Premises without first obtaining the prior required permits and approvals of the City of Neenah or such other governmental agency or office having jurisdiction over such matters affecting the Leased Premises. Lessor agrees to cooperate with and reasonably accommodate Lessee's alterations and improvements to the Leased Premises in the manner contemplated so as to effectuate the terms and conditions of this Lease. All improvements and additions to the Leased Premises (except for parking curbs, signs, and Lessee's equipment thereupon particular for the benefit of the Leased Premises) shall become the property of Lessor and shall remain on the Leased Premises following the termination of this Lease.
11. Surrender of Premises. Lessee shall surrender the Leased Premises at the end of the Lease term, or any renewal thereof, in the altered condition contemplated by this Lease, also allowing for wear and tear, damage by acts of God, and storms. Before surrender, Lessee shall remove all business signs placed on the Leased Premises by Lessee and restore the portion of the Leased Premises on which they were placed in the same condition as when installed.
12. Inspection of Premises. Lessee agrees to permit Lessor, or its agents, upon reasonable prior notice to Lessee, to enter upon and view the Leased Premises at any and all reasonable times for all reasonable purposes.

13. Signs. Lessee shall, with the prior written consent of Lessor and subject to compliance with any applicable municipal, state or federal ordinances, rules, regulations, or other legal requirements, be permitted to place one or more commercially reasonable signs on or about the Leased Premises.
14. Nonliability of Lessor for Damages. Lessor shall not be liable for injuries to persons or property caused by Lessee's or its employees', customers', invitees' or agents' use, possession, or occupancy of the Leased Premises, except or to the extent such injuries arise from or are caused by (i) Lessor's continuing obligations with respect to environmental conditions affecting the Leased Premises as of the Effective Date; or (ii) the negligent or intentionally wrongful acts or omissions of Lessor or its employees, agents, representatives, successors, or assigns; but (iii) nothing herein shall in any way impair Lessor's rights to claim immunity under Wis. Stat. §893.80.
15. Insurance. Lessee shall provide and keep in force at its own expense during the term of this Lease public liability insurance with respect to the Leased Premises providing for commercially reasonable limits of liability for injury or death to persons, for accident, and with respect to damage to property. Lessor shall be authorized to contact the insurance agent to verify that this coverage is in place, and Lessee agrees to provide Lessor with a certificate of insurance evidencing that such insurance is in full force and effect during the term of this Lease. In addition to the aforementioned liability insurance policy, Lessee shall solely be responsible for having liability and extended coverage insurance on all its use, occupancy, and possession of the Leased Premises.
16. Subrogation Rights. Nothing in this Lease shall be construed as to authorize or permit any insurer of Lessor or Lessee to be subrogated to any right of Lessor or Lessee against the other arising under this Lease. Lessor and Lessee each hereby release the other to the extent of their insurance coverage for any loss or damage caused by fire or other casualty, even if such fire or other casualty shall be brought on by the fault or negligence of the other party or persons for whose acts or negligence the other party is responsible. Both Lessor and Lessee shall obtain appropriate waivers of subrogation from their respective insurance carriers giving effect to this paragraph within thirty (30) days after signing this Lease Agreement.
17. No Liens. At no time may Lessee or any others acting on its behalf place any liens on the property of Lessor or any other improvements thereon. Any such liens placed shall be deemed a slander on title and be actionable, either civilly or criminally, as provided by law.
18. Indemnification & Hold Harmless. It is agreed by the parties as follows:
- a. Lessee agrees to indemnify and hold harmless Lessor and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent or intentionally wrongful acts or omissions of Lessee and its members, managers, directors, officers, shareholders, employees, or agents in performing or failing to perform under this Lease as well as for any loss, damage, or injury to the property of Lessee or to persons, property, or effects of any other person, firm, or corporation, incurred upon the Leased Premises occupied by Lessee, caused by any present, future, latent, or other defect in the form or condition of

the Leased Premises or any part thereof; provided, however, Lessee shall have no obligation or responsibility to indemnify or hold harmless Lessor or any affiliated person, firm, or entity of Lessor with respect to any environmental condition of the Leased Premises in existence as of the Effective Date or for any claims, actions, or liabilities arising from or caused by the negligent or intentional wrongful acts or omissions of Lessor or any affiliated person, firm, or entity of Lessor.

b. Lessor agrees to indemnify and hold harmless Lessee and its members, managers, directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent or intentionally wrongful acts or omissions of Lessor and its directors, officers, employees, contractors, or agents in performing or failing to perform under this Lease as well as for any loss, damage, or injury to the property of Lessor or to persons, property, or effects of any other person, firm, or corporation, caused thereby; provided, however, Lessor shall have no obligation or responsibility to indemnify or hold harmless Lessor or any affiliated person, firm, or entity of Lessor for any claims, actions, or liabilities arising from or caused by the negligent or intentional wrongful acts or omissions of Lessee or any affiliated person, firm, or entity of Lessee.

c. Nothing in this paragraph 18 herein shall in any way impair Lessor's rights to claim immunity against any party pursuant to Wis. Stat. §893.80.

19. Taxes. Lessee shall be responsible for all applicable real estate taxes (or payments in lieu thereof), if any, and for all special assessments, storm water utility charges, etc. attributable to the Leased Premises following the Effective Date, which shall be paid as the obligations fall due. However, Lessor shall be responsible for the payment of its prorated share of real estate taxes for calendar year 2026, and any assessments that were initiated by a taxing authority prior to the Effective Date. Lessee shall furnish Lessor with paid receipts or other evidence documenting Lessee's tax payments hereunder, if any.
20. Net/Net/Net Lease Intention. It is the intention of the parties that this should be a "triple-net" lease, with Lessee being responsible for all expenses regarding the Leased Premises except those detailed in this Lease as being the responsibility of Lessor, such as the continuing obligations of Lessor with respect to environmental conditions affecting the Leased Premises as of and following the Effective Date.
21. Effect of Waiver. A party's waiver of the breach of any term, covenant, or condition imposed on the other party under this Lease is not a waiver of breach of others, nor a subsequent breach of the one waived.
22. Default. If either party to this Lease should be in default under any provision of this Lease, the other party shall give the defaulting party written notice of such default, and the defaulting party shall have thirty (30) days in which to remedy such default, unless a shorter time be provided elsewhere in this Lease, in which case the shorter time shall apply; provided, however, that if any such default cannot be remedied by the defaulting party with reasonable diligence within said thirty (30) days, the defaulting party may have additional time as may, under the circumstances, be reasonably necessary to remedy such default; provided further,

that this option shall not apply to the payment of rent reserved hereunder to Lessor. Instead, if any rent shall become due and unpaid, Lessor may give Lessee notice of such payment default and only if Lessee shall fail to remedy such default within ten (10) days after receipt of such notice shall it be lawful for Lessor to maintain proceedings for the recovery of possession of the Leased Premises.

23. Surrender of Premises; Holding Over.

- a. Surrender of Premises – Lessee, upon termination of this Lease by lapse of time, termination by Lessee, or otherwise, agrees peaceably to surrender to Lessor the Leased Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Lessee) in good repair, except for ordinary wear and tear.
- b. Holding Over – If Lessee, with the consent of Lessor, remains in possession of the Leased Premises after the termination of this Lease and without the execution of a new Lease, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to all the applicable terms, conditions, and covenants of this Lease.

24. Notice. Every notice, approval, consent or other communication authorized or required by this Lease, shall be effective if given in writing and sent by United States registered or certified mail, return receipt requested, with postage pre-paid, and addressed to Lessor or Lessee at the following addresses or such other addresses as either party may, from time to time, designate in writing. Any such notice shall be deemed given as of the date of the postmark thereof.

LESSOR: Community Development Authority, Neenah
c/o City of Neenah
Attn: Department of Community Development
211 Walnut Street
Neenah, WI 54956

LESSEE: Pizza Parlor, Inc.
Attn: David Earle
905 South Commercial Avenue
Neenah, WI 54956

However, either party may designate a different address by giving the other party notice in writing of the change. Rentals payable to Lessor shall be paid by Lessee at the same address prescribed for delivery.

25. Amendment. It is understood and agreed that this Lease may only be amended by an agreement in writing signed by both parties hereto.

26. Parties Bound. All the terms, covenants, agreements, and conditions herein contained shall apply to and be binding upon the parties hereto and their respective heirs, personal

representatives, successors, and assigns, except as otherwise expressly set forth under this Lease. Lessee may not assign, sublet, or part with the occupancy or possession of the whole or any part of the Leased Premises without first obtaining consent in writing of Lessor.

27. Headings. The headings used herein are for convenience and reference purposes only and shall not affect the construction or interpretation of this agreement.

28. Lessee's Change of Use of Adjacent Property. At all times during Lessor's ownership of the Leased Premises, Lessor and Lessee respectively acknowledge and agree that, should Lessee discontinue its operation of the Cranky Pat's Pizzeria restaurant, take-out, and delivery business and related bar facilities at 905 South Commercial Street adjacent to the Leased Premises and thereafter either (i) discontinue or materially change such usage of the adjacent property for ninety (90) days or more; or (ii) discontinue such usage and promptly thereafter commence using the adjacent property and the Leased Premises in a manner contrary to or inconsistent with the ongoing use and upkeep obligations, including permitting a use substantially different than that of the restaurant of Lessee as to the Leased Premises as set forth in this Lease, then Lessor shall have a right to terminate Lessee's tenancy of the Leased Premises by giving written notice to Lessee at least thirty (30) days prior to the contemplated termination date. The provisions of this paragraph shall only apply to Lessor and shall have no force or effect as to any third party purchaser of the Leased Premises in accordance with paragraph 6 or any other successor or assignee of title with respect to Lessor, and this Lease shall thereafter remain in full force and effect in favor of Lessee and shall be otherwise solely terminable at the option of Lessee.

[signature page follows]

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, in duplicate, on the day and year first above written.

LESSOR: COMMUNITY DEVELOPMENT AUTHORITY, NEENAH

By: _____
Kelly K. Nieforth, Executive Director

LESSEE: PIZZA PARLOR, INC.

By: _____
David P. Earle, President

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the South ¼ Corner of Section 27-20-17; thence N 00°11' 17" W, 534.67 feet; thence S 89° 37' 15" W, 331.67 feet to the southeast corner of Lot 2, Certified Survey Map NO. 2023 also being the Point of Beginning; thence S 00° 11' 26" E, 115.64 feet; thence S 89° 33' 14" W, 80.00 feet; thence N 00° 11' 27" W, 55 feet; thence N 89° 33' 17" E, 40.00 feet; thence N 00° 11' 26" W, 60.69 feet; thence N 89° 37' 14" e, 40.00 feet to the Point of Beginning.

Also known and legally described as:

The East Forty (40) feet of Lot Twelve (12) of Block Two (2) in REPLAT OF AIRPORT HEIGHTS, in the Second Ward, City of Neenah, Winnebago County, Wisconsin.

AND

Lot Eleven (11) and the West Twenty (20) feet of Lot Twelve (12) of Block Two (2) in REPLAT OF AIRPORT HEIGHTS, in the Second Ward, City of Neenah, Winnebago County, Wisconsin.

Tax Parcel No. 802-0415100

EXHIBIT B
PARKING LOT SPECIFICATIONS

Lessee shall have twenty-four (24) months following the Effective Date to implement, effectuate, and complete the following specifications:

Parking Lot Landscaping Requirements for 905 South Commercial Street – Parcel ID 02-0416-00-00 (Cranky Pat’s Property, adjacent to the Leased Premises)

1. At a minimum, Lessee shall create and maintain a landscape strip along South Commercial Street and partially along Cecil Street, which landscape strip shall be a minimum of 10 feet wide on the property located at 905 South Commercial Street. The estimated length of this landscape strip, beginning at the east side of the driveway along Cecil Street, thence heading east to the street corner and thence south along South Commercial Street for a distance of approximately 183 feet.
2. The landscape strip shall include grass, wood chips, or other material deemed appropriate by the Community Development Department, which approval shall not be unreasonably withheld or denied.
3. Plantings within this landscape strip shall include a minimum of 5 street trees and 30 shrubs (existing shrubs can be counted towards the minimum). Street trees shall be planted at a minimum size of 2.5 caliper.
4. Prior to installation of landscaping, a landscape plan shall be submitted to the Community Development Department identifying the location, size and type of plantings for review and to ensure compliance with the above requirements.
5. The landscape strip and plantings shall be installed within twenty-four (24) months of the Effective Date of the parking lot lease agreement. Failure to timely install said landscaping shall constitute sufficient grounds for Lessor to terminate this parking lot lease agreement, at its sole discretion.

Parking Lot Landscaping Requirements for the Leased Premises located at 110 West Cecil Street – Parcel ID 02-0415-01-00 (a/k/a Donaldson’s Property)

1. At a minimum a 5-foot gap shall be preserved between parking stalls perpendicular to West Cecil Street and the front (north) property line. This gap shall remain paved and serve as a suitable cap per DNR requirements.
2. Within the minimum 5-foot gap as described above, a minimum of 5 planters shall be evenly placed to provide a physical barrier between parked cars and pedestrians on the Cecil Street sidewalk. The planters shall be a minimum of three feet tall and three feet wide and be planted with shrubs, flowers, or other approved plantings. The planters shall be constructed with durable materials and be intended for outdoor use. Significantly cracked or substantially damaged planters shall be replaced with similar planters. The plantings within the planters shall be maintained by Lessee per City Ordinance 26-520.
3. Prior to installation, a landscape plan showing the proposed planters and plantings within the planters shall be submitted to the Community Development Department for approval, which approval shall not be unreasonably withheld.

4. All planters must be installed with the approved plantings within twenty-four (24) months of the Effective Date of the parking lot lease agreement.

