



City of Neenah
Finance & Personnel Committee Agenda
Monday, March 23, 2026 at 5:30 PM
Hauser Room
Neenah City Hall
211 Walnut Street

- I. Call to order
- II. Public Appearances
- III. [Approval of the minutes of the March 9, 2026 meeting.](#) (Minutes can be found on the city website)
- IV. Unfinished Business
- V. New Business
 - A. Recommend Council approve the Development Agreement and Offer to Purchase with Horseshoe Beverage Company, LLC to support the company's future expansion plans in the city's Southpark Industrial Center (Nieforth) (Attachments)
 - B. Vouchers – February 2026 (Rasmussen) (Attachments)
- VI. City Attorney Report
 - A. 412 Sherry Street Sale by Auction
 - B. Dangerous Dog Appeals
 - C. Settlement of Progressive Claim, involving traffic collision with garbage truck
- VII. 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 at least 48 hours prior to the scheduled meeting or event to request an accommodation.



M E M O R A N D U M

DATE: March 23, 2026
TO: Chairman Steiner and Finance and Personnel Committee Members
FROM: Kelly Nieforth, Director of Community Development and Assessment
RE: **Horseshoe Beverage Company, LLC Development Agreement and Offer to Purchase**

Attached for your review and consideration is a proposed Development Agreement and Offer to Purchase for the expansion of Horseshoe Beverage Company, LLC (Horseshoe) in the city's Southpark Industrial Center. Horseshoe has operated at its existing facility at 590 Enterprise Drive in Neenah since 2017 and recently approached the city to discuss future expansion plans for the company. Horseshoe is proposing to purchase approximately 17 acres of city-owned property on the west side of Schultz Drive, directly across the street from their existing facility. Future plans include an addition to their existing facility, a parking lot for employees, a staging area for deliveries, and a newly constructed facility to accommodate the company's growth.

In summary, the proposed Development Agreement and Offer to Purchase contain the following terms:

- Horseshoe will purchase the 17-acre site from the City for a sale price of \$428,700 with the closing occurring no later than June 30, 2027.
- If construction of the agreed upon Phase I improvements, including an addition to their existing facility at 590 Enterprise Drive and construction of a parking lot on the west side of Schultz Drive, does not commence by December 1, 2028, the City may choose to purchase the previously sold land back from Horseshoe.
- Phase I improvements shall be completed by December 1, 2030.
- If construction of the agreed upon Phase II improvements, including a new facility on the west side of Schultz Drive, does not commence by February 28, 2032, the City may choose to purchase the previously sold land back from Horseshoe that has not been developed with Phase I improvements.
- Horseshoe will construct the proposed Phase II improvements by February 28, 2035.
- Specific benchmarks in between the land purchase and Phase II improvements completion are included in Exhibit B in greater detail.

Appropriate action is to recommend Council approve the Development Agreement and Offer to Purchase with Horseshoe Beverage Company, LLC to support the company's future expansion plans in the city's Southpark Industrial Center.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of the ____ day of April, 2026 (the “Effective Date”) by and between Horseshoe Beverage Company LLC, a Wisconsin Limited Liability Company, or its assigns (the “Developer”) and the CITY OF NEENAH, a Wisconsin municipal corporation (the “City”).

RECITALS

City and Developer acknowledge the following:

A. The City of Neenah owns real property located within the City and described on Exhibit A, attached hereto (the “Property”). The Property is comprised of two parcels (Parcel ID 802-1300-06-08 and 802-1355-00-00) totaling 16.97 acres of unimproved property that requires grading, wetland mitigation, remediation, site assemblage and infrastructure improvements prior to development as further defined and depicted on Exhibit A, attached hereto and incorporated herein.

B. The Developer (as “Buyer”) intends to purchase the Property from the City (as “Seller”) pursuant to a WB-13 Vacant Land Offer to Purchase executed on even date herewith (the “Offer”) and then undertake development of the Property (the “Development Project”) that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole.

C. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City and the Property. The City finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

D. The Developer, Horseshoe Beverage Company LLC by its Members, has approved this Agreement and authorized Robert A. Ames, its Chief Financial Officer, to execute this Agreement on the Developer's behalf as detailed in Exhibit C.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions.

ARTICLE 1 PURPOSES - DEFINITIONS

1.1 Purpose of Agreement. The parties have agreed upon a preliminary plan for development of the Property (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1. "**City**" means the City of Neenah, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Neenah.

1.2.2. "**Closing Date**" means the date on or before the date that is 60 days after the expiration of the Due Diligence Period.

1.2.3. "**Governmental Authority**" means any federal, state, county, or local government, governmental agency, department, bureau, commission, board, authority, or instrumentality, or any regulatory or administrative body exercising jurisdiction over the Development Project, the Property, or the parties hereto, including but not limited to any environmental, zoning, land use, or permitting authority, including the City of Neenah, Wisconsin and any of its departments, boards, commissions, or agencies acting in their municipal capacity under this Agreement.

1.2.4. **“Commencement of Construction”** means the building permit has been issued, the building contractor is on site, and site improvements such as grading and clearing, environmental mitigation, and wetland mitigation have started. Notwithstanding the foregoing, if winter conditions, events of force majeure (as defined in Section 13.5), or other circumstances beyond Developer’s reasonable control materially impede its ability to commence construction, Developer shall provide written notice to the City within fifteen (15) days of becoming aware of such impediment, and the City shall work with Developer in good faith to reasonably accommodate additional time needed for Developer to begin construction.

1.2.5. **“Developer”** means Horseshoe Beverage Company LLC, a Wisconsin Limited Liability Company.

1.2.6. **“Development Projects” or “Projects”** means the overall construction of the improvements and uses anticipated by the Site Plan and this Agreement for the Property.

1.2.7. **“Due Diligence Period”** means Developer shall have until 5:00 p.m. Central Time on October 31, 2026 to inspect and evaluate the physical condition of the Property (the "Due Diligence Period") as further defined in the Offer. The Due Diligence Period can be extended for an additional six (6) months to April 30, 2027. The Developer shall provide the City notification of the extension via email or letter prior to the end of the initial Due Diligence Period.

1.2.8. **“Net Developable Acre”** shall mean any acre of the Property that has not been determined to be wetlands. The parties acknowledge that the wetlands area has been determined by mutual agreement and two and sixty-eight hundredths (2.68) acres of the Property consist of wetlands, which shall not be included in the calculation of Net Developable Acres, leaving 14.29 Net Developable Acres.

1.2.9. **“Purchase Price”** The purchase price is \$30,000.00 per Net Developable Acre (the “Purchase Price”), based upon the 14.29 Net Developable Acres within the Property, with the total price

to be paid at closing for the Property being \$428,700.00 (Purchase Price of \$30,000.00 multiplied by 14.29 Net Developable Acres) as further defined in the Offer.

1.2.10. **“Site Plan”** means the specific physical layout of the Property as shown on Exhibit B attached hereto.

1.2.11. **“Substantially Complete”** means the stage of construction at which the improvements for the Project are sufficiently complete in accordance with the approved plans so that they may be legally occupied or used for their intended purpose, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy, or other written authorization permitting occupancy.

1.2.12. **“Zoning Code”** means Chapter 26 of the Code of Ordinances of the City of Neenah. The Zoning Code may also be referred to as the “Code.”

ARTICLE 2 DESCRIPTION OF DEVELOPMENT

2.1 Property and Development Project. The Development includes the land area described in full in Exhibit A as previously defined in the Agreement as the Property. The Property will be developed and improved in multiple phases as part of the approved plans. Phase I will include an expansion on to the Developer’s existing facility at 590 Enterprise Drive and the construction of a parking lot on the Property that will provide parking for the employees due to the building expansion. Parking shall be provided in an amount sufficient to satisfy all applicable zoning and building code requirements based on the combined total square footage and use of the existing building and the proposed addition, as constructed. Future phases to support Developer growth will include additional private investment on the Property, with conceptual site improvements as described and depicted in the attached Exhibit B. The timetable for the Development Project is described in Exhibit D. The dates set forth in this Exhibit D are

target dates and may be extended by mutual written agreement of the parties, automatically extended on a day-for-day basis for any delays caused by events of force majeure as defined in Section 13.5, Government Authority delays in issuing permits or approvals beyond Developer's control, including the City's failure to perform its obligations under this Agreement. If the Developer requests an extension of six (6) months or more for any target date, the Neenah Common Council will be required to approve the request, which approval shall not be unreasonably withheld, conditioned, or delayed. An extension of a target date in Phase I shall not automatically extend the target dates in Phase II.

**ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER**

The Developer agrees that it shall:

3.1 Subject to the terms, contingencies, and conditions of the Offer, purchase the Property.

The Purchase Price, Due Diligence Period, and Closing Date, are set forth in the Offer.

3.2 Offer Contingency. In the event the Offer is terminated for any reason prior to Closing, this Agreement shall automatically terminate and be of no further force and effect, and neither party shall have any continuing liability or obligation hereunder.

3.3 Development. The Developer shall initiate, or cause to initiate by third parties, the Development Project and complete it in accordance with all applicable City zoning and building codes, fire codes, ordinances, and regulations in two phases within a timeframe further described in Exhibit D:

3.3.1 Phase I Construction. Developer shall construct on that portion of the Developer's existing facility at 590 Enterprise Drive, Neenah, Wisconsin (the "590 Enterprise Drive Property"), the Phase I Building Addition as designated on Exhibit B (the "Phase I Building Addition"). In addition, Developer shall construct on that portion of the Property designated as the Phase I Property on Exhibit B (the "Phase I Property") the portion of the Development Project consisting of a parking lot (the "Phase I Parking Lot"). Prior to the Phase I Parking Lot being constructed on the Phase I Property, the Developer shall have obtained approved building plans, site plan approval, and building permits for the building addition at 590 Enterprise Drive, the same to be issued by the City pursuant to its standard procedures and not to be unreasonably withheld, conditioned, or delayed. The installation of the Phase I Parking Lot shall be ancillary

and complimentary to the Phase I Building Addition. The Phase I Building Addition and the Phase I Parking Lot shall be collectively referred to herein as the "Phase I Improvements". The Phase I Parking Lot shall be constructed with a number of parking stalls that satisfies the minimum requirements of all applicable City zoning and building codes based on the combined total square footage and use of the existing building and the proposed Phase I Building Addition (the "Code Minimum"). In no event shall the Phase I Parking Lot exceed the greater of: (i) one hundred ten percent (110%) of the Code Minimum; or (ii) one hundred ten percent (110%) of the number of parking stalls displaced by the Phase I Improvements or any other improvements constructed on the 590 Enterprise Drive Property (collectively, the "Parking Cap"), unless Developer demonstrates to the City's reasonable satisfaction that additional parking is necessary to accommodate the operational needs of the facility, in which case the parties shall cooperate in good faith to agree upon an adjusted Parking Cap prior to issuance of the applicable building permit. Any parking stalls designated exclusively for the parking or staging of trailers, semi-trailers, or other commercial vehicles associated with the operations of the facility (collectively, "Trailer Parking") shall not be included in the calculation of the Parking Cap and shall not be subject to the limitations set forth herein notwithstanding the above, Trailer Parking shall be compliant with applicable local, state, and federal codes.

3.3.2 Phase II Construction. Developer shall construct on that portion of the Property designated as the Phase II Property on Exhibit B (the “Phase II Property”) the remainder of the Development Project as contemplated in the approved plans (the “Phase II Improvements”).

3.4 Certified Survey Map. A Certified Survey Map (“CSM”) shall only be required in the event the City elects to exercise its repurchase rights under this Agreement. In such event, the Developer shall reasonably cooperate with the preparation and recording of a CSM necessary to divide the Phase I and Phase II Properties or otherwise facilitate the City’s repurchase of the applicable portion of the Property.

3.5 City Repurchase – Phase I. If Developer fails to achieve Commencement of Construction of the Phase I Improvements on or before December 1, 2028, the City shall have the option, upon written notice to Developer, to require Developer to reconvey the Phase I Property to the City.

3.5.1 The City must exercise such option in writing within sixty (60) days following Developer’s failure to timely achieve Commencement of Construction on the Phase I Improvements. Developer shall have thirty (30) days following receipt of such notice to cure by achieving Commencement of Construction. If Developer timely achieves Commencement of Construction within such cure period, the City’s repurchase right shall terminate. The target date for the Phase I Improvements to be Substantially Complete as set forth in Exhibit D shall not be automatically extended by thirty (30) days as part of the Developer’s ability to cure.

In the event the City exercises such repurchase option, and the Developer fails to cure as provided herein, the City shall refund to Developer the entire purchase price of \$428,700.00 previously paid by

Developer for the Property. Closing of the reconveyance shall occur within sixty (60) days following expiration of Developer's cure period. Upon completion of such closing, this Agreement shall terminate and be of no further force and effect and the parties shall have no remaining obligations or liabilities hereunder.

3.6 City Repurchase – Phase II. If Developer fails to (i) obtain conceptual site plan for Phase II Improvements on or before February 28, 2030, or (ii) submit building plans and applications for required building permits for the Phase II Improvements on or before February 28, 2031, or (iii) achieve Commencement of Construction for the Phase II Improvements on or before February 28, 2032, the City shall have the option, but not the obligation, upon written notice to Developer, to require Developer to reconvey the Phase II Property to the City for a purchase price equal to the purchase price previously paid by Developer attributable to such Phase II Property in the amount of \$255,000.00 (being the Purchase Price of \$30,000.00 multiplied by the Net Developable Acres of the Phase II Property, being 8.50 acres (calculated by taking the purchase price of the Property (\$428,700.00) divided by the total acreage (16.97 acres) multiplied by the total acres in Phase II (10.09 acres) then divided by the Purchase Price of (\$30,000.00)). Developer shall have thirty (30) days following receipt of such notice to cure by submitting building plans and applications or achieving Commencement of Construction of the Phase II Improvements, as the case may be. If Developer timely achieves Commencement of Construction of the Phase II Improvements within such cure period, the City's repurchase right shall terminate. Should the Developer fail to meet any of the deadlines described in Exhibit D (as may be extended), the City's right to retake ownership, title, and possession to the Phase II Property shall vest in the City subject to its repayment of all purchase monies to Developer contemplated in paragraph 3.6 hereof. Should the Developer fail to achieve Commencement of Construction upon the expiration of a deadline (as may be extended and subject to any right to cure on behalf of Developer), the City shall have the right to refund

all purchase monies paid to the Developer and immediately retake ownership, title, and possession of the Phase I Property or the Phase II Property, as the case may be, and as set forth herein. The target date for Phase II Building Plans and Permits Approved or the Substantial Completion of the Phase II Improvements described in Exhibit D shall not be automatically extended by thirty (30) days as part of the Developer's right to cure. In the event the City exercises such repurchase option, and the Developer fails to cure as provided herein, the City shall refund to Developer the Purchase Price previously paid by Developer for the Phase II Property. Closing of the reconveyance shall occur within sixty (60) days following expiration of Developer's cure period. Upon completion of such closing, this Agreement shall terminate and be of no further force and effect and the parties shall have no remaining obligations or liabilities hereunder.

3.7 Repurchase as Sole Remedy. The foregoing rights of the City to repurchase all or a portion of the Property as set forth in Sections 3.5 and 3.6 of this Agreement is the sole remedy of the City for a breach of this Agreement by Developer and the City hereby waives any other rights it may have at equity or law for any such failure or breach.

3.8 Implementation Timetable. The City and Developer have mutually agreed to an implementation timetable for the Development Project, which is attached hereto as Exhibit D. Developer shall use commercially reasonable efforts to perform the Development Project in accordance with the implementation timetable. The City recognizes that in the current economic environment, approval of a Development Agreement may be necessary prior to the Developer obtaining full financing for this project. For the purpose of facilitating this approval process, the City will approve this Development Agreement with the contingency that the Developer shall:

3.8.1 Cooperate with the City to facilitate the City's performance under Article

4.

3.8.2 Developer or others shall be responsible for obtaining all permits.

ARTICLE 4
UNDERTAKINGS OF THE CITY

The City agrees that it shall:

4.1 City shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

4.2 The City shall make all reasonable efforts to indicate its approval or further requirements of any application made by Developer in writing within twenty one (21) days of receipt.

4.3 The City shall cooperate with Developer in remediating environmental contamination on the Property at the Developer's expense. If deemed advantageous to Developer, and with mutual agreement from the City, the City will retain ownership of the Property, lease the Property to Developer to allow Developer to implement the Development Project, and obtain any remediation grants that require a local unit of government to own the property in order to obtain the grant. Once the grant activities are completed, the Property will be conveyed to the Developer. The Developer shall have until September 15, 2026 to identify a remediation grant that requires the City to own the Property and must facilitate a meeting with the grant administrator to determine if the Development Project is eligible for the grant. In the event Developer exercises their right to extend the Due Diligence Period, said date shall extend to March 15, 2027. Notwithstanding the foregoing, the City's obligation to retain ownership of the Property during the grant process shall not exceed twelve (12) months from the date the lease between the City and Developer commences (the "Maximum Holding Period"). However, the Maximum Holding Period shall be extended for any period where Developer is actively completing work pursuant to a grant that has been accepted by Developer. At any time following the expiration of the Maximum Holding Period, as may be extended, the City shall have the right, in its sole discretion, to compel closing and

convey the Property to Developer, upon sixty (60) days' written notice to Developer, and Developer shall be obligated to close on the purchase of the Property within such thirty (30) day period.

ARTICLE 5 TAX STATUS

5.1 Taxability. The Property and the Development Project, including all land, buildings, and improvements thereon, shall be subject to real estate taxes and special assessments in accordance with applicable law.

5.2 Transfer Rights. The Phase I Property cannot be transferred separately from the 590 Enterprise Drive Property. Nothing in this Agreement shall restrict Developer's right to sell, convey, assign, or transfer any portion of the Property, subject to the terms of this Agreement, provided the Phase I Property is not transferred separately from the 590 Enterprise Drive Property.

5.3 Exemption; PILOT. If at any time the Property or any portion thereof becomes exempt from real estate taxation, the City may require, as a condition of such exemption, that the owner or lessee enter into a payment in lieu of taxes (PILOT) agreement in a form reasonably acceptable to the parties and consistent with applicable law.

**ARTICLE 6
NO PARTNERSHIP OR VENTURE**

6.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or affect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

**ARTICLE 7
CONFLICT OF INTEREST**

7.1 No member, officer, or employee of the City, during his/her tenure or for one (1) year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds therefrom.

**ARTICLE 8
WATER AND WATER RELATED PUBLIC IMPROVEMENTS**

8.1 The City has already furnished water to the boundary of the Property. The Developer shall be solely responsible for the installation and maintenance of utility improvements to provide water service within the Development Project. Public hydrants cannot be used for any purposes other than fire protection.

8.2 All plans and specifications for the design of infrastructure and water improvements within the boundaries of the Property shall be submitted to the City's Water Utility and, where applicable, the City's Building Inspection Division for review and approval prior to commencement of construction of such improvements. Such approval shall not be unreasonably withheld, conditioned, or delayed and shall be limited to compliance with applicable codes, ordinances, and engineering standards. Developer shall

grant to the City such utility easements as are reasonably necessary for the operation, maintenance, and repair of the municipal water distribution system serving the Property, provided that (i) the location and scope of such easements are reasonably acceptable to Developer, (ii) such easements do not materially interfere with Developer's planned use or development of the Property, and (iii) the final form of easement is subject to mutual written approval of the parties.

8.3 The parties agree that the City owns and maintains a water main easement located on the Property as set forth on Exhibit B. In the event any material damage is caused to the water main contained in the foregoing water main easement by Developer's construction of the Development Project, Developer will reimburse the City for the reasonable and necessary costs of any repairs incurred thereby.

ARTICLE 9 SANITARY SEWER

9.1 The City has already provided sanitary sewer to the boundary of the Property. The Developer shall be solely responsible for installing and maintaining sanitary sewer infrastructure on the Property including any necessary lift stations, force mains and other improvements from the Property to the City's existing infrastructure. Sanitary sewer service within the Property shall remain a private service.

9.2 Under any of the circumstances set forth herein, the City shall permit the Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

9.3 All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Property shall be subject to the approvals of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approvals shall not be unreasonably withheld, conditioned, or delayed.

**ARTICLE 10
STORMWATER MANAGEMENT**

10.1 The Developer shall follow all applicable State storm water requirements and City Stormwater Ordinances. The Developer shall be solely responsible for installing and maintaining all on-site stormwater management practices in accordance with City specifications. Stormwater management within the Property shall remain private.

10.2 All plans and specifications for the design of the infrastructure and stormwater sewer improvements within the boundaries of the Property shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld, conditioned, or delayed.

**ARTICLE 11
STREET IMPROVEMENTS**

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ARTICLE 12
WRITTEN NOTICES

12.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Neenah
Community Development Department
211 Walnut Street
Neenah, WI 54956
Attention: Kelly Nieforth
Email: knieforth@neenahwi.gov

With a copy to:

City of Neenah
City Attorney's Office
211 Walnut Street
Neenah, WI 54956
Attn: Attorney David Rashid
Email: drashid@neenahwi.gov

FOR THE DEVELOPER:

Horseshoe Beverage Company LLC
Attn: Nathan Upchurch
1101 Moasis Drive
Little Chute, WI 54140
Email: nupchurch@trilliantfood.com

With a copy to:

Horseshoe Beverage Company, LLC
Attn: Robert M. Ames
1101 Moasis Drive
Little Chute, WI 54140
Email: rames@trilliantfood.com

**ARTICLE 13
MISCELLANEOUS**

13.1 *Assignment.* No party to this Agreement may assign any of its interests or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement without the City's consent to (i) an entity that holds title to the Property and that is controlled by Developer or by one or more of the principals of Developer, (ii) any entity that acquires all or substantially all of Developer's assets or business, or (iii) any affiliate of Developer. The City shall not be bound to any such assignment until it has received written notice of same at least ten (10) business days prior to the effective date of such assignment. Any party to whom Developer may assign its rights and obligations hereunder shall fully assume all Developer's responsibilities and undertakings contemplated herein.

13.2 *Nondiscrimination.* The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any party in a manner which permits discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination or any of the foregoing grounds as may be in effect at the time of execution of the Agreement.

13.3 *No Third-Party Beneficiaries.* This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

13.4 *No Personal Liability.* Under no circumstances shall any shareholder, partner, member, manager, officer, director, employee, contractor, elected official or agent of City or Developer have any

personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any other such party.

13.5 *Force Majeure.* No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, other acts of nature, acts of God, labor disputes (including strikes, lockouts, or work stoppages), epidemics, pandemics, quarantine restrictions, acts of terrorism, government actions or restrictions, material shortages not reasonably foreseen by Developer, or by any other cause not within the control of the party whose performance was interfered with, and which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not (collectively, “events of force majeure”) and the time for performance shall be extended by the period of delay occasioned by any such cause.

13.6 *Governing Law.* The laws of the State of Wisconsin shall govern this Agreement.

13.7 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the party to be bound thereby. Electronic signatures, including PDF or DocuSign signatures of this Agreement shall be deemed original signatures and shall be binding against any party whose signature is set forth on such electronic copy.

13.8 *Severability.* If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. The parties agree that any invalid or unenforceable provision shall be reformed or modified to the minimum extent necessary to

make it valid and enforceable while preserving the parties' original intent. To the maximum extent possible, this Agreement shall be construed in a manner consistent with applicable law and the powers of City.

13.9 *Further Assurances.* The parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.

13.10 *Time is of the Essence.* Time is of the essence as to all dates and time periods set forth in this Agreement; provided, however, that any deadline that falls on a Saturday, Sunday, or legal holiday recognized by the State of Wisconsin shall be extended to the next business day.

13.11 *Lender Protection.* Upon request by any bona fide third-party construction or permanent lender providing financing for the Development Project, the City agrees to work in good faith to execute commercially reasonable subordination documentation confirming the subordination of its repurchase rights to the interests of any such lender, but in no manner shall such defeat or eliminate the City's right to repurchase the property securing possession and title to same pursuant to Article 3 of this Agreement.

13.12 *Future Economic Development Assistance.* The City and Developer acknowledge that no tax incremental financing ("TIF") or other economic development incentive has been approved as of the Effective Date of this Agreement. At the written request of Developer, the City agrees to consider in good faith the use of TIF or other lawful economic development incentives to support eligible project costs associated with the Development Project, subject in all cases to review, public process, statutory requirements, and approval by the City in its sole discretion. Nothing contained herein shall be construed as a commitment or obligation of the City to create or amend a Tax Incremental District, approve TIF assistance, or provide any financial incentive, and any such assistance shall require separate approval and a separate written agreement between the parties. Unless otherwise expressly agreed in writing, the

availability or approval of economic development assistance shall not be a condition precedent to Developer's obligations under this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEENAH:

By:

Jane Lang, Mayor

ATTEST:

By:

Charlotte Nagel, City Clerk

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Neenah on the within Contract.

Vicky Rasmussen, Director of Finance

APPROVED AS TO FORM:

David C. Rashid, City Attorney

DEVELOPER:

BY: Horseshoe Beverage Company, LLC

By:

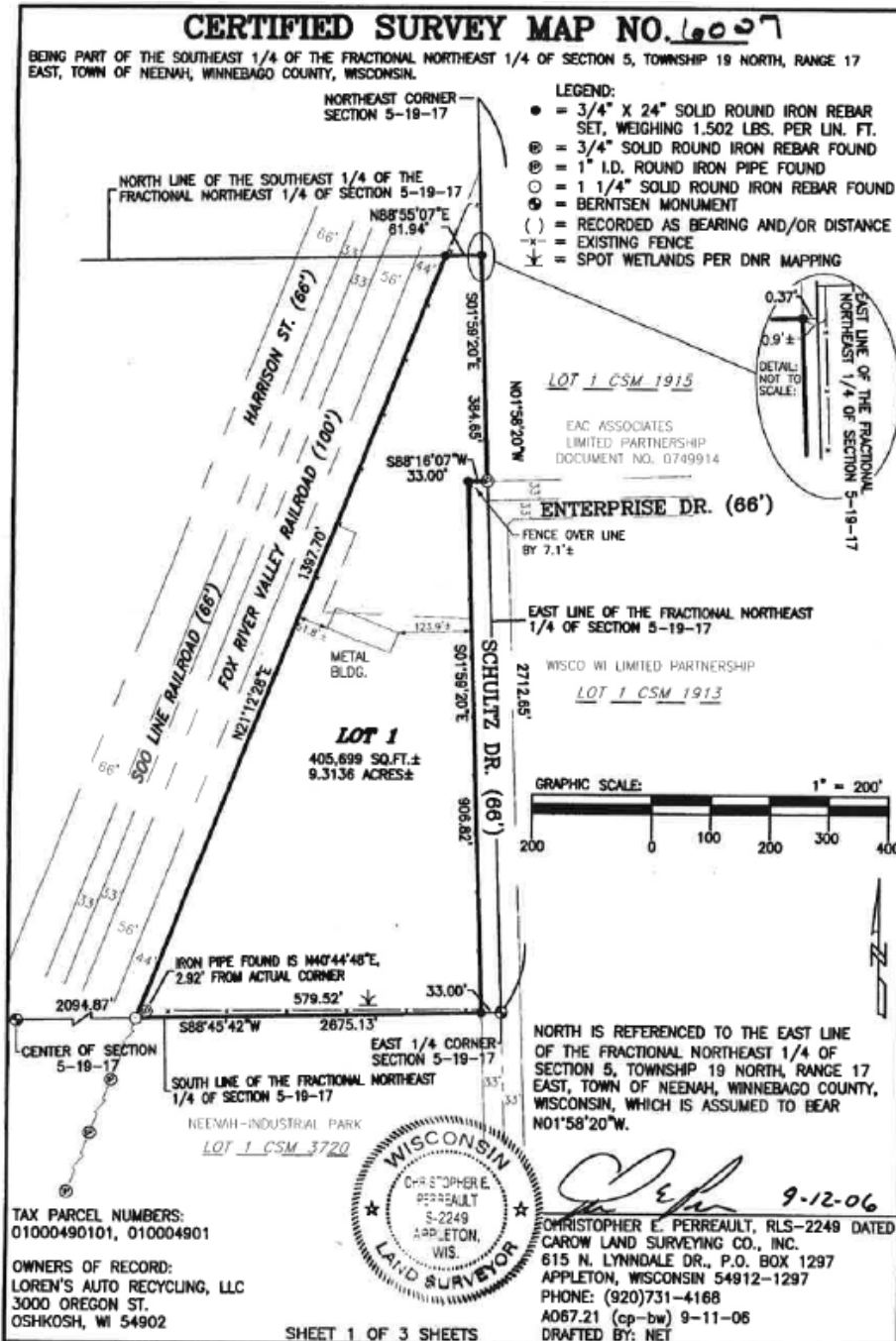
Robert M. Ames, Chief Financial Officer

SCHEDULE OF EXHIBITS

- A. Legal Description of the Property (Two Parcels)
- B. Site Plan
- C. Owner's Affidavit
- D. Implementation Timeline

**Exhibit A
Property
Legal Description**

Parcel ID# 802-1300-06-08
Lot 1 CSM Number 6027



**Exhibit A Continued
Property
Legal Description**

Parcel ID# 802-1355-00-00
Lot 1 CSM Number 3720

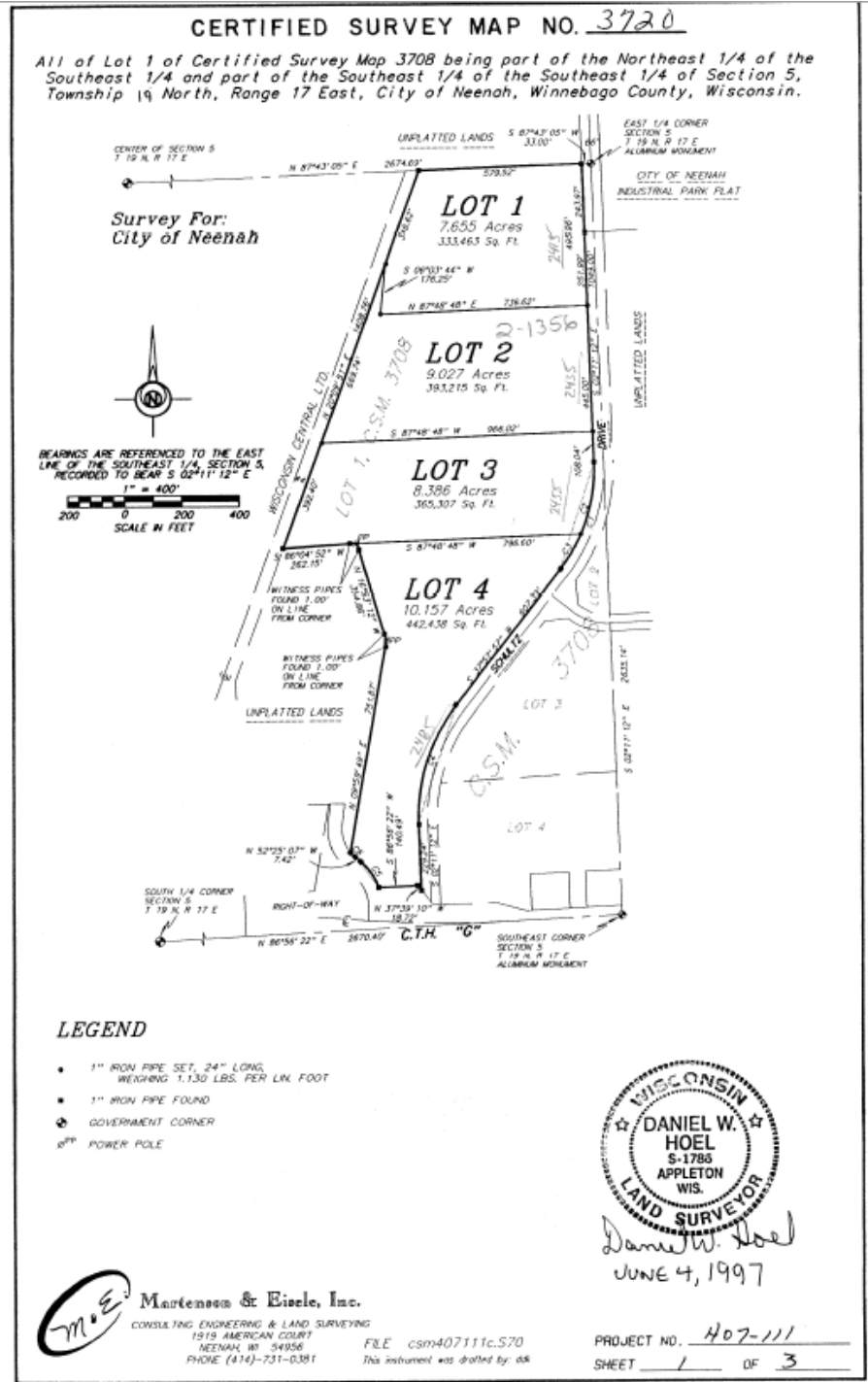


Exhibit C
Owner's Affidavit
Affidavit of Organization and Authority

State of Wisconsin

ss.

City of _____)

_____ being first duly sworn on _____.

Oath deposes and says that the Chief Financial Officer on the attached Development Agreement is organized as indicated below and that all statements herein made on behalf of such Chief Financial Officer and that his deponent is authorized to make them.

1. Limited Liability Company

The Developer is a limited liability company organized and existing under the laws of the State of Delaware, its Chief Financial Officer is Robert M. Ames. The Chief Financial Officer is authorized to sign construction contracts on behalf of the Limited Liability Company.

2. ADDRESS

The business address of the Developer is as

Follows: _____

Its phone number is _____.

Name Title

Subscribed and sworn to before me this

_____ day of _____

Notary Public _____ County _____

My Commission expires: _____

Exhibit D
Implementation Plan Timetable

| Major Milestone | Date |
|---|-------------------|
| Due Diligence Period Starts on Effective Date and Ends: | October 31, 2026 |
| Closing Date (if Extended Due Diligence Period is not exercised) | December 31, 2026 |
| Extended Due Diligence Period (if applicable) | April 30, 2027 |
| Closing Date with Extended Due Diligence Period (if applicable) | June 30, 2027 |
| Phase I Construction Commences | December 1, 2028 |
| City Buys Back Previously Sold Land if Building Addition at 590 Enterprise Drive and Parking Lot on 2405 Schultz Drive Has Not Commenced Construction | February 1, 2029 |
| Phase II Conceptual Site Plan and Development Agreement Approved | February 28, 2030 |
| City Buys Back Previously Sold Land if Conceptual Site Plan Are Not Approved | April 28, 2030 |
| Phase I Improvements to be Substantially Complete | December 1, 2030 |
| Phase II Building Plans and Permits Approved | February 28, 2031 |
| City Buys Back Previously Sold Land if Plans and Permits Are Not Approved | April 28, 2031 |
| Phase II Construction Commences | February 28, 2032 |
| City Buys Back Previously Sold Land if Phase II Construction Has Not Commenced | April 28, 2032 |
| Phase II Improvements to be Substantially Complete | February 28, 2035 |

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** March 19, 2026 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Horseshoe Beverage Company LLC
4 offers to purchase the Property known as Parcel #s 8021300607, 80213550000 &
5 8021300608, Along Schultz Drive

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Neenah, County
8 of Winnebago Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is .See Addendum A
10 _____ Dollars (\$ _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A
13

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

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: N/A
18

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

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 27, 2026.

30 ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

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

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

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

36 **CLOSING** This transaction is to be closed on 60 days after expiration of the Due Diligence Period
37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~
46 ~~If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

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

49 ~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____~~
50 ~~_____) **STRIKE THOSE NOT APPLICABLE**~~

51 ~~(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).~~

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

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

~~56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees not to exceed \$250 prior to disbursement.~~

~~67 ■ **LEGAL RIGHTS(ACTION):** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.~~

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer ~~except~~ **subject to Force Majeure as defined in the Development Agreement**

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and **which will be delivered to Buyer by Seller within 5 days of acceptance of this Offer**

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

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

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

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

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

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

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

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

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

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

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

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

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

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

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

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

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

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

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
 364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

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

381 (1) signed by Buyer; or

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

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

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

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

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT:** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:~~

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

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller]

409 ~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.~~

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 - 433 report.

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

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

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

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

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

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and **N/A**

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :
472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).
476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are **N/A**

537 _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

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

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

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

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

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

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

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

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

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is contingent upon Seller obtaining common
656 council approval on or before April 2, 2026. If common council approval is not obtained
657 by April 2, 2026, Buyer shall have the right to terminate this Offer.

659 The Seller agrees to cooperate with Buyer in its pursuit of any environmental cleanup
660 grants or actions.

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

ADDENDUM A

This Addendum is attached to a WB-13 Vacant Land Offer to Purchase (the "Offer") executed by Horseshoe Beverage Company, LLC (referred to herein as "Buyer") and the City of Neenah ("Seller") for the purchase of the Property (Parcel ID Numbers 802-1300-06-08, 802-1355-00-00 & 802-1300-06-07) (as further defined in the Offer). Except as specifically modified by the terms of this Addendum, the terms of the Offer to Purchase shall remain in full force and effect. If any provision of this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer and Addendum together as a single instrument. Time is of the essence. The Offer is modified as follows:

1. **Development Agreement.** The parties have entered into a Development Agreement on an even date herewith for development of the Property (the "Development Agreement"), a copy of which is attached to this Offer as Exhibit 1. Capitalized terms shall have the meaning set forth in the Development Agreement or the Offer unless otherwise defined herein.
2. **Purchase Price.** The purchase price is \$30,000.00 per Net Developable Acre (the "Purchase Price"), based upon the 14.29 Net Developable Acres within the Property, with the total price to be paid at Closing for the Property being \$428,700.00 (Purchase Price of \$30,000.00 multiplied by 14.29 Net Developable Acres).
3. **Conditions.** Buyer's obligation to purchase the Property is expressly conditioned upon Buyer's satisfaction, in its sole and absolute discretion, with or waiver in writing of the physical condition of the Property.
4. **Due Diligence Period/Investigations.** Buyer shall have until 5:00 p.m. Central Time on October 31, 2026 to inspect and evaluate the physical condition of the Property (the "Due Diligence Period"). The Due Diligence Period will be automatically extended to April 30, 2027, unless Buyer provides written notice to Seller, prior to October 31, 2026, that it elects not to extend.

During the Due Diligence Period, Buyer may make such investigations and tests as it shall deem relevant in order to evaluate, in its sole and absolute discretion, the financial, environmental, wetland conditions, development requirements, buildability of the site, zoning and all other financial and physical conditions relating to the purchase of the Property. Such investigations may be conducted by Buyer or its designees, including lawyers, engineers, surveyors, accountants, architects, agents or employees. For the duration of this Offer, Buyer and its designees have the right and license to enter upon the Property during normal business hours and upon not less than 24 hours' advance notice to Seller or its designated agents, and to conduct such tests, studies, audits, wetland delineations, Phase 1 and Phase 2 Environmental Assessment reports, tests and investigations thereon as Buyer shall reasonably desire, provided Buyer coordinates with Seller. Seller shall be entitled to have a representative of Seller present during any such tests, studies, audits and investigations. Buyer shall restore any damage caused to the Property by Buyer's entry to substantially the condition existing immediately prior to such entry. Buyer shall maintain, and shall cause its designees to maintain, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence covering Buyer's activities on the Property. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, damages, losses, liabilities, costs, and expenses

(including reasonable attorneys' fees) arising out of or related to Buyer's or its designees' entry upon or activities on the Property, except to the extent caused by Seller's negligence or willful misconduct. The provisions of this paragraph relating to restoration, insurance, and indemnification shall survive the termination of this Offer.

5. **Notice of Satisfaction.** Buyer shall have the right, at any time prior to the end of the Due Diligence Period, in its sole discretion, to notify Seller: (i) that Buyer is satisfied with or waives its investigations and tests of the physical condition of the Property, and, in the event of such notice, the parties shall proceed to Closing; or (ii) of Buyer's termination of the Offer, in which event this Offer shall be of no further force or effect and neither party shall have any further liability or obligation hereunder. If Buyer fails to give either of such notices prior to the expiration of the Due Diligence Period, the Buyer's investigations and tests of the physical condition of the Property shall be deemed to have been waived and the Parties shall proceed to Closing.
6. **Reading and Understanding.** Each party acknowledges that it has carefully read and fully understands all of the provisions of the Offer to Purchase and this Addendum A.

THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE A PART OF THE VACANT LAND OFFER TO PURCHASE TO WHICH IT IS ATTACHED.

Seller's Initials

Buyer's Initials

EXHIBIT 1
DEVELOPMENT AGREEMENT



MEMORANDUM

To: Members of the Finance and Personnel Committee

From: Chairman Steiner

Date: March 20, 2026

Re: February Voucher Review

On behalf of the Committee and Common Council, I have reviewed expenditure abstracts and other Finance Department records supporting:

1. February General Expenditure Voucher Nos. 3821 through 3875 (\$195,330.04) and 3765 through 3872 and 61274 through 61392 (\$1,738,998.55) and February payroll (\$0.00) for a combined total of \$2,780,362.20.
2. February Automated Transfers totaling \$12,322,084.22.

I recommend their approval.

Attached are schedules of February Automated Fund Transfers and Non-Payroll Expenditure Vouchers over \$2,000.

Attachments

**EXPENDITURE ABSTRACT FOR PERIOD FEBRUARY 1 THROUGH FEBRUARY 28, 2026
EXPLANATION OF AUTOMATED TRANSFERS**

| Transfer Date | Amount | Vendor | Description |
|----------------------|----------------|------------------------------|--|
| 2/2/26 | \$33,723.75 | WI DEPT OF REVENUE | EE State Withholding |
| 2/2/26 | \$1,530.72 | DELTA DENTAL | Vision Premium |
| 2/2/26 | \$102.04 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee HRA Plan |
| 2/3/26 | \$740.00 | USPS | Permit #2 |
| 2/3/26 | \$2,416.60 | BANCORP | FSA/HRA Debit Card Prefund |
| 2/4/26 | \$200.00 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee FSA Plan |
| 2/4/26 | \$3,481.58 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/4/26 | \$566.77 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/4/26 | \$357.60 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee HRA Plan |
| 2/4/26 | \$7,432.93 | DELTA DENTAL | Dental Claims |
| 2/4/26 | \$2,200,000.00 | FIRST AMERICAN TITLE | Property Acquisition - 135 Millview Dr |
| 2/4/26 | \$430.00 | FIRST AMERICAN TITLE | Property Acquisition - Fees 135 Millview Dr |
| 2/4/26 | (\$2,667.29) | FIRST AMERICAN TITLE | Property Acquisition - Pre-paid taxes 135 Millview Dr |
| 2/5/26 | \$1,229.70 | UMR | 1/28 - 2/3 Health Insurance Disbursements - 2025 Claims |
| 2/5/26 | \$8,135.62 | UMR | 1/28 - 2/3 Health Insurance Disbursements - 2026 Claims |
| 2/6/26 | \$900.00 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/6/26 | \$2,676.67 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/10/26 | \$100,347.00 | CVMIC | Liability Premium |
| 2/10/26 | \$463,688.00 | CVMIC | Workers Compensation Premium |
| 2/10/26 | \$94,054.41 | CVMIC | Auto Physical Damage Premium |
| 2/10/26 | \$12,647.37 | CVMIC | Equipment Breakdown |
| 2/10/26 | \$1,277.50 | CVMIC | Crime |
| 2/10/26 | \$4,660.86 | CVMIC | Excess 5X5 |
| 2/10/26 | \$22,096.32 | CVMIC | EPLI |
| 2/10/26 | \$8,454.30 | CVMIC | Pollution |
| 2/10/26 | \$38,701.00 | CVMIC | Workers Compensation Premium - Neenah Utilities |
| 2/10/26 | \$2,168.54 | QUADIENT | Postage |
| 2/11/26 | \$2,409.40 | DELTA DENTAL | Dental Claims |
| 2/11/26 | \$4,894.37 | BANCORP | FSA/HRA Debit Card Prefund |
| 2/11/26 | \$1,729.44 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/11/26 | \$1,650.94 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/12/26 | \$505,240.00 | STIFEL | Investment Purchase - 20775JGF0 Principal |
| 2/12/26 | \$6,780.32 | UMR | 2/4 - 2/10 Health Insurance Disbursements - 2025 Claims |
| 2/12/26 | \$79,466.87 | UMR | 2/4 - 2/10 Health Insurance Disbursements - 2026 Claims |
| 2/12/26 | \$1,398.50 | CAREPLUS DENTAL PLANS | Dental Premiums |
| 2/12/26 | \$21,428.30 | MISSIONSQUARE | 457 Deferred Comp. Contributions |
| 2/12/26 | \$3,271.25 | MISSIONSQUARE | Employee IRA Contributions |
| 2/12/26 | \$1,987.10 | MIDAMERICA | FICA Alternative Plan #3121 |
| 2/12/26 | \$40.00 | COMMUNITY FIRST CREDIT UNION | FD Local 275 Conduit |
| 2/12/26 | \$6,485.84 | COMMUNITY FIRST CREDIT UNION | FD Union Dues |
| 2/12/26 | \$322.00 | SIMPLICITY CREDIT UNION | Police Benevolent |
| 2/12/26 | \$775.50 | SIMPLICITY CREDIT UNION | Police Officers |
| 2/12/26 | \$117.50 | SIMPLICITY CREDIT UNION | Police Supervisors |
| 2/12/26 | \$1,851.24 | ASSOCIATED BANK | Child Support |
| 2/12/26 | \$526,134.03 | EMPLOYEE PAYROLL | ACH Direct Deposit |
| 2/12/26 | \$1,345.00 | NATIONWIDE | 457 Deferred Comp. Contributions |
| 2/12/26 | \$1,265.00 | NATIONWIDE | Employee IRA Contributions |
| 2/13/26 | \$63,668.90 | DEPARTMENT OF THE TREASURY | Employer/Employee Social Security Federal Withholding |
| 2/13/26 | \$21,876.17 | DEPARTMENT OF THE TREASURY | Employer/Employee Medicare Withholding |
| 2/13/26 | \$59,251.28 | DEPARTMENT OF THE TREASURY | Employee Federal Withholding |
| 2/13/26 | \$180.00 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/13/26 | \$1,409.25 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee FSA Plan |
| 2/13/26 | \$8,508.91 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/13/26 | \$450.00 | NETWORK HEALTH | FSP Admin Fee |
| 2/13/26 | \$59,864.00 | UMR | Admin Fees and Stop Loss |
| 2/13/26 | \$5,629.25 | ASSOCIATED BANK | Jan Bank Service Fee |
| 2/17/26 | \$905.52 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee HRA Plan |
| 2/17/26 | \$35,324.20 | WI DEPT OF REVENUE | EE State Withholding |
| 2/18/26 | \$2,609.64 | BANCORP | FSA/HRA Debit Card Prefund |
| 2/18/26 | \$3,361.00 | DELTA DENTAL | Dental Claims |
| 2/18/26 | \$1,583.00 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/18/26 | \$974.64 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/19/26 | \$7,288.47 | UMR | 2/11 - 2/17 Health Insurance Disbursements - 2025 Claims |

**EXPENDITURE ABSTRACT FOR PERIOD FEBRUARY 1 THROUGH FEBRUARY 28, 2026
EXPLANATION OF AUTOMATED TRANSFERS**

| Transfer Date | Amount | Vendor | Description |
|----------------------|------------------------|------------------------------|--|
| 2/19/26 | \$26,838.41 | UMR | 2/11 - 2/17 Health Insurance Disbursements - 2026 Claims |
| 2/19/26 | \$2,901.76 | USPS | Summer Activity Guide |
| 2/20/26 | \$476,899.30 | FOX VALLEY TECHNICAL COLLEGE | February Tax Settlement |
| 2/20/26 | \$3,922,934.49 | NJSD | February Tax Settlement |
| 2/20/26 | \$2,276,486.76 | WINNEBAGO COUNTY TREASURER | February Tax Settlement |
| 2/20/26 | \$2,959.85 | WI DEPT OF REVENUE | Jan Sales Tax |
| 2/20/26 | \$599.78 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/20/26 | \$2,375.54 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/24/26 | (\$32.93) | BANCORP | FSA/HRA Debit Card Prefund |
| 2/24/26 | \$157.44 | CATILIZE HEALTH | FSP Service Claims 2/17/26 |
| 2/24/26 | \$5,367.07 | DIVERSIFIED BENEFIT SERVICES | 2025 Employee HRA Plan |
| 2/25/26 | \$6,396.70 | DELTA DENTAL | Dental Claims |
| 2/25/26 | \$710.11 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/25/26 | \$186.00 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/26/26 | \$522.25 | UMR | 2/18 - 2/24 Health Insurance Disbursements - 2025 Claims |
| 2/26/26 | \$46,788.84 | UMR | 2/18 - 2/24 Health Insurance Disbursements - 2026 Claims |
| 2/26/26 | \$22,303.30 | MISSIONSQUARE | 457 Deferred Comp. Contributions |
| 2/26/26 | \$3,271.25 | MISSIONSQUARE | Employee IRA Contributions |
| 2/26/26 | \$2,539.00 | MIDAMERICA | FICA Alternative Plan #3121 |
| 2/26/26 | \$40.00 | COMMUNITY FIRST CREDIT UNION | FD Local 275 Conduit |
| 2/26/26 | \$322.00 | SIMPLICITY CREDIT UNION | Police Benevolent |
| 2/26/26 | \$775.50 | SIMPLICITY CREDIT UNION | Police Officers |
| 2/26/26 | \$117.50 | SIMPLICITY CREDIT UNION | Police Supervisors |
| 2/26/26 | \$1,454.45 | ASSOCIATED BANK | Child Support |
| 2/26/26 | \$542,595.71 | EMPLOYEE PAYROLL | ACH Direct Deposit |
| 2/26/26 | \$1,395.00 | NATIONWIDE | 457 Deferred Comp. Contributions |
| 2/26/26 | \$1,290.00 | NATIONWIDE | Employee IRA Contributions |
| 2/26/26 | \$8,060.25 | ASSOCIATED BANK | Debt Service Payment |
| 2/27/26 | \$2,902.03 | USPS | Neenah Notes Newsletter |
| 2/27/26 | \$65.00 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee FSA Plan |
| 2/27/26 | \$735.04 | DIVERSIFIED BENEFIT SERVICES | 2026 Employee HRA Plan |
| 2/27/26 | \$142,438.85 | WI EMPLOYEE TRUST FUNDS | Retirement Contribution - ER Contribution |
| 2/27/26 | \$110,414.25 | WI EMPLOYEE TRUST FUNDS | Retirement Contribution - EE Contribution |
| 2/27/26 | \$63,616.75 | DEPARTMENT OF THE TREASURY | Employer/Employee Social Security Federal Withholding |
| 2/27/26 | \$22,164.71 | DEPARTMENT OF THE TREASURY | Employer/Employee Medicare Withholding |
| 2/27/26 | \$59,452.40 | DEPARTMENT OF THE TREASURY | Employee Federal Withholding |
| 2/28/26 | \$4,957.56 | MERCHANT SERVICES | Debit Card/Credit Card Service Fee |
| 2/28/26 | \$108,253.48 | WE Energies | Invoices |
| FEB TOTAL | \$12,322,084.22 | | |

Feb 2026 Check Register-Over \$2,000

| Pymt Date | Pymt # | Vendor | Invoice # | Trans. Amount | AP Description 01 | AP Description 02 | Fund Description | Department Description |
|------------|--------|-------------------------------------|-----------------|---------------|---------------------------|---------------------------|---------------------------|--------------------------|
| 02/05/2026 | 3765 | BAKER TILLY US LLP | BT3480352 | 2,625.00 | AUDIT SERVICES THRU 1/31 | | Water | Other |
| 02/05/2026 | 3766 | BENTEK LLC | PSINV103670 | 2,500.00 | FEB BENTEK | | Capital Equipment Fund | Information Systems |
| 02/05/2026 | 3769 | FERGUSON WATERWORKS | 467441 | 2,520.00 | WATER MAIN PARTS | | Water | Other |
| 02/05/2026 | 3773 | MCMAHON | 941866 | 5,200.00 | OAK ST/FOX RIVER CROSSING | WMR 11/30-12/31 | Water | Other |
| 02/05/2026 | 3776 | MIDWEST TAPE | 508356869 | 25,000.00 | HOOPLA | | General Fund | Public Library |
| 02/05/2026 | 3777 | MULTIMEDIA COMMUNICATIONS & | 4881 | 5,123.00 | FIRE 31 FIBER RELOCATION | | Capital Equipment Fund | Information Systems |
| 02/05/2026 | 3780 | NEENAH ANIMAL SHELTER INC | FEB 2026 | 2,333.33 | FEB 2026 MONTHLY AGREEMEN | T FEE | General Fund | Police |
| 02/05/2026 | 3781 | NEENAH MENASHA SEWERAGE COMMISSION | 2026020 | 48,574.00 | FEB PRINCIPAL PYMT_CW LOA | N | Sewer Capital Fund | Sewer Capital Costs |
| | | NEENAH MENASHA SEWERAGE COMMISSION | 2026014 | 167,550.62 | FEB PLANT EXPENSE | | Sewer Operating Utility | Sewer Operations |
| | | NEENAH MENASHA SEWERAGE COMMISSION | 2026020 | 9,681.00 | FEB PRINCIPAL PYMT_RE LOA | N | Sewer Operating Utility | Sewer Operations |
| | | NEENAH MENASHA SEWERAGE COMMISSION | 2026020 | 3,550.00 | FEB INTEREST PYMT_RE LOAN | | Sewer Operating Utility | Sewer Operations |
| | | NEENAH MENASHA SEWERAGE COMMISSION | 2026020 | 9,901.00 | FEB INTEREST PYMT_CW LOAN | | Sewer Capital Fund | Sewer Capital Costs |
| 02/05/2026 | 3783 | PACKER CITY INTERNATIONAL TRUCKS | X10316146701 | 2,364.84 | COOLANT, BODY CONTROL MOD | ULE | Fleet Management | Municipal Facilities |
| 02/05/2026 | 3785 | PRIMADATA LLC | 73693 | 2,571.62 | UTILITY BILL POSTAGE REPL | ENISHMENT | Water | Other |
| 02/05/2026 | 3787 | SEH INC | 501574 | 20,299.29 | ST 31 REMODEL THRU 12/31 | | Facility Improvement Fund | Fire Department |
| 02/05/2026 | 3788 | STANDARD INSURANCE COMPANY | 327020 | 2,228.24 | FEB ANCILLARY BENEFITS | | Benefit Accrual Fund | Insurance |
| 02/12/2026 | 3792 | AXON ENTERPRISE INC | INUS415615 | 8,441.76 | ALPR - SQUAD X10 | | Capital Equipment Fund | Police |
| 02/12/2026 | 3795 | DIGGERS HOTLINE INC | 260125801 PREPA | 2,082.60 | 2026 PREPAYMENT FOR LOCAT | ES | Sewer Operating Utility | Sanitation |
| | | DIGGERS HOTLINE INC | 260125801 PREPA | 2,082.60 | 2026 PREPAYMENT FOR LOCAT | ES | Storm Water Management | Storm Sewer Management |
| | | DIGGERS HOTLINE INC | 260125801 PREPA | 2,082.60 | 2026 PREPAYMENT FOR LOCAT | ES | Water | Other |
| 02/12/2026 | 3798 | FILTERS UNLIMITED | 46491 | 2,348.25 | AIR FILTERS FOR CITY HALL | | General Fund | Municipal Building |
| 02/12/2026 | 3802 | KUBISCH, MEG | 01/20-03/19 | 2,484.80 | INSTRUCTOR PAYMENT | | General Fund | Contracted Programs |
| 02/12/2026 | 3803 | MENASHA, CITY OF | JAN 2026 COURT | 4,233.00 | JAN COURT FINES | | Joint Municipal Court Fd | Administration Exp |
| | | MENASHA, CITY OF | JAN 2026 WRS | 45,996.37 | JAN RETIREMENT-MENASHA | | Benefit Accrual Fund | Retirement & Taxes |
| 02/12/2026 | 3806 | MILBACH CONSTRUCTION SERVICES CO | 25-1028 PAY # 2 | 282,066.40 | ST 31 REMODEL 11/26-12/26 | | Facility Improvement Fund | Fire Department |
| 02/12/2026 | 3811 | RUEKERT & MIELKE INC | 161556 | 2,353.75 | TDS PROJECT OVERSIGHT 11/ | 29-12/26 | Streets,Utility,Sidewalks | Traffic Control |
| 02/12/2026 | 3815 | TREEO'S | 25094 | 3,315.00 | SNOW REMOVAL GATEWAY | | General Fund | Municipal Building |
| | | TREEO'S | 25093 | 3,755.50 | SNOW REMOVAL PARKING RAMP | | General Fund | Parking Services |
| 02/12/2026 | 3818 | WILLIAM P SCOTT ATTORNEY AT LAW INC | 2025024 | 7,880.00 | 4TH QTR 2025 LEGAL SERVIC | ES | Facility Improvement Fund | Other |
| | | WILLIAM P SCOTT ATTORNEY AT LAW INC | 2025019 | 3,200.00 | SEP 2025 LEGAL SERVICES | | Facility Improvement Fund | Other |
| 02/12/2026 | 3819 | WINNEBAGO COUNTY TREASURER | JAN 2026 COURT | 3,287.40 | JAN COURT FINES | | Joint Municipal Court Fd | Administration Exp |
| 02/27/2026 | 3821 | U S BANK | 02-11-26 | 4,981.73 | BWP BRIDGEWOOD HOTEL | AWARDS BANQUET MEALS | Public Safety Trust | Police |
| | | U S BANK | 02-11-26 | 5,027.26 | GFL - ENV | JAN COMM COLLECTION/U4000 | General Fund | Sanitation |
| | | U S BANK | 02-11-26 | 13,596.00 | CIS BENCHMARK | CROWDSTRIKE MDR + SPOTLIG | Capital Equipment Fund | Information Systems |
| | | U S BANK | 02-11-26 | 2,368.24 | MONROE TRUCK EQUIPMENT DE | CYLINDERS | Fleet Management | Municipal Facilities |
| | | U S BANK | 02-11-26 | 14,560.00 | TCAW OCC HEALTH | JAN PRACTITIONER SERVICES | Benefit Accrual Fund | Insurance |
| | | U S BANK | 02-11-26 | 6,394.50 | IN *N E.W COATINGS | TULLAR FLOORING 1ST HALF | Facility Improvement Fund | Parks |
| | | U S BANK | 02-11-26 | 4,820.00 | SPEEDY CLEAN INC | TELEWISE STORM SEWER @ | Storm Water Management | |
| | | U S BANK | 02-11-26 | 26,790.63 | COMPASS MINERALS AMER | ROAD SALT | General Fund | Land Maintenance |
| | | U S BANK | 02-11-26 | 4,747.00 | TCAW OCC HEALTH | JAN LABS | Benefit Accrual Fund | Insurance |
| | | U S BANK | 02-11-26 | 2,546.62 | GFL - ENV | JAN RECYCLING/U4000013186 | Recycling Fund | Recycling Program |
| 02/19/2026 | 3823 | E H WOLF & SONS INC | 481370 | 21,106.80 | DIESEL/7413.40 GALLONS | | Fleet Management | |
| 02/19/2026 | 3827 | HALSPA HEALTH SC | 10008980 | 14,975.00 | ANNUAL PHYSICALS | | Neenah Menasha Fire | Fire Department |
| 02/19/2026 | 3832 | NIELSON COMMUNICATIONS INC | AR40162 | 4,527.50 | NOV 2025 ST 32 RADIO SYST | EM RE-WIRING | General Fund | Fire Department |
| 02/19/2026 | 3836 | POLYDYNE INC | 1996720 | 17,205.00 | C-308P POLYMER | | Water | Other |
| 02/19/2026 | 3840 | SECURIAN FINANCIAL GROUP INC | MAR 2026 2832L | 5,213.19 | MAR INSURANCE | | Benefit Accrual Fund | Insurance |
| 02/19/2026 | 3841 | STANTEC CONSULTING SERVICES INC | 2512124 | 13,170.29 | LAKESHORE PRAIRIE MAINT T | HRU 12/31 | Facility Improvement Fund | Other |
| 02/19/2026 | 3844 | UNDERWATER CONSTRUCTION CORPORATION | 26102101 | 12,180.00 | LAKE AND RIVER INTAKE CLE | ANING/INSPECTION 11/2 | Water | Other |
| 02/19/2026 | 3845 | WINNEBAGO COUNTY TREASURER | 135508 | 32,212.32 | JAN LANDFILL CHARGES | | General Fund | Sanitation |
| 02/26/2026 | 3846 | AIRGAS USA LLC | 9168810388 | 3,631.20 | CARBON DIOXIDE | | Water | Other |
| 02/26/2026 | 3848 | ASSOCIATED APPRAISAL CONSULTANTS | 185133 | 3,333.33 | MAR ASSOCIATED APPRAISAL | | General Fund | Community Development |
| 02/26/2026 | 3851 | CHEMTRADE CHEMICALS US LLC | 90355453 | 8,597.39 | FERRIC SULFATE | | Water | Other |
| 02/26/2026 | 3854 | ENERGY CONTROL & DESIGN INC | 106486IN | 2,724.55 | ST 32 BOILER REPAIR - 202 | 5 | General Fund | Fire Department |
| 02/26/2026 | 3856 | GRAEF | 143251 | 28,304.75 | DEC SERVICES ARROWHWD PK | | Facility Improvement Fund | Other |
| 02/26/2026 | 3859 | MCC INC | CN5-25 PAY #2 | 22,310.37 | PAY REQUEST NO 2_CONTRACT | 5-25 | Sewer Capital Fund | Sewer Repair/Replacement |
| | | MCC INC | CN5-25 PAY #2 | 23,636.24 | PAY REQUEST NO 2_CONTRACT | 5-25 | Water | Other |
| | | MCC INC | CN5-25 PAY #2 | 9,793.78 | PAY REQUEST NO.2_CONTRACT | 5-25 | Streets,Utility,Sidewalks | Street Maintenance |
| 02/26/2026 | 3862 | M3 INSURANCE | 135512 | 2,854.13 | MAR CONSULTING FEES | | Benefit Accrual Fund | Insurance |
| 02/26/2026 | 3869 | STANDARD INSURANCE COMPANY | 337774 | 2,115.11 | MAR ANCILLARY BENEFITS | | Benefit Accrual Fund | Insurance |
| 02/27/2026 | 3874 | U S BANK | 02-11-26 | 6,433.02 | HAWKINS INC | LPC-31 | Water | Other |
| | | U S BANK | 02-11-26 | 4,866.43 | HAWKINS INC | SODIUM PERMANGANATE | Water | Other |
| | | U S BANK | 02-11-26 | 2,961.22 | LANDIS+GYR TECHNOLOGY, | METER READS OCT 2025 | Water | |
| 02/27/2026 | 3875 | U S BANK | 02-25-26 | 4,156.25 | CARAHSOFT TECHNOLOGY CORP | CELLEBRITE INSEYETS SUBSC | Capital Equipment Fund | Information Systems |

Feb 2026 Check Register-Over \$2,000

| Pymt Date | Pymt # | Vendor | Invoice # | Trans. Amount | AP Description 01 | AP Description 02 | Fund Description | Department Description |
|------------|--------|-------------------------------------|-----------------|---------------|---------------------------|---------------------------|---------------------------|-------------------------|
| | | U S BANK | 02-25-26 | 5,978.02 | CARASOFT TECHNOLOGY CORP | CELLEBRITE INSEYETS SUBSC | Capital Equipment Fund | Police |
| | | U S BANK | 02-25-26 | 19,000.00 | IN *JESSIFFANY CANINE SER | K9 DOG & TRAINING | Public Safety Trust | Police |
| 02/05/2026 | 61275 | AUTO SELECT OF NEENAH | 60533 | 9,909.51 | RAM ENGINE REPAIR PARTS | | Neenah Menasha Fire | Fire Department |
| 02/05/2026 | 61279 | DRS SOUND INC | 01-19-26 | 3,650.00 | HEARING LOOP ORLADY ROOM | | Library Fd/ Misc. Trusts | Public Library |
| 02/05/2026 | 61281 | FIREGOLD LLC | 5982 | 3,352.18 | VEHICLE PLACARDS | | Neenah Menasha Fire | Fire Department |
| 02/05/2026 | 61283 | INSIGHT PUBLIC SECTOR | 1101352431 | 7,504.44 | 2026 NINJAONE | | Capital Equipment Fund | Information Systems |
| 02/05/2026 | 61284 | JIM'S PLUMBING | 41403 | 3,097.50 | PLUMBING AND DRAINS-REMAI | NING BALANCE | Water | Other |
| | | JIM'S PLUMBING | 41083 | 5,295.00 | WATER PLUMBING AND DRAINS | | Water | Other |
| 02/05/2026 | 61287 | MISSISSIPPI LIME COMPANY LLC | CD166126 | 5,866.38 | HYDRATED LIME | | Water | Other |
| | | MISSISSIPPI LIME COMPANY LLC | CD167524 | 5,669.82 | HYDRATED LIME | | Water | Other |
| 02/05/2026 | 61288 | NAPLETON AUTOWERKS WISCONSIN INC | F26014 | 71,347.00 | FLEET #20 TRUCK | | Capital Equipment Fund | Public Works |
| 02/05/2026 | 61292 | RIESTERER & SCHNELL INC | 9225205 | 2,123.32 | GEARS, WASHERS, BOLTS, BE | ARINGS, BUSHINGS, SEALS | Fleet Management | Municipal Facilities |
| 02/05/2026 | 61295 | WINNEFOX AUTOMATED LIBRARY SERVICES | WALS2547 | 174,026.97 | 2026 WALS FEES | | General Fund | Public Library |
| 02/05/2026 | 61296 | WINNEFOX LIBRARY SYSTEM | WLS4252 | 36,815.92 | 2026 OVERDRIVE | | General Fund | Public Library |
| 02/12/2026 | 61298 | BENESCH | 349198 | 14,850.00 | JUL-DEC N. COMMERCIAL STR | BRIDGE REHAB_FOX RIVER | Streets,Utility,Sidewalks | Street Maintenance |
| 02/12/2026 | 61302 | CONSTRUCTIVE ANALYTICS LLC | NEPD20261 | 2,500.00 | QMON & TAWS LICENSES | | General Fund | Police |
| 02/12/2026 | 61304 | EPR SYSTEMS USA INC | 3158 | 15,151.16 | EPR 2026 SOFTWARE RENEWAL | | Neenah Menasha Fire | Fire Department |
| | | EPR SYSTEMS USA INC | 3158 | 4,926.66 | 2026 EPRC SOFTWARE RENEWA | L | Neenah Menasha Fire | Other |
| 02/12/2026 | 61306 | FOX CITIES SIGN LLC | 2507711 | 20,899.83 | WASHINGTON PARK SIGN REPL | ACEMENT-DEPOSIT | Facility Improvement Fund | Parks |
| 02/12/2026 | 61309 | HEARTLAND BUSINESS SYSTEMS LLC | 856394H | 11,885.68 | 2026 CISCO DUO | | Capital Equipment Fund | Information Systems |
| | | HEARTLAND BUSINESS SYSTEMS LLC | 856394H | 4,118.80 | 2026 CISCO DUO | | Neenah Menasha Fire | Fire Department |
| 02/12/2026 | 61312 | PARK PLACE TECHNOLOGIES LLC | PUSA10090201852 | 8,147.28 | 2026 HPE SERVER NIMBLE SU | PPORT | General Fund | Information Systems |
| 02/12/2026 | 61320 | STATE OF WISCONSIN | JAN 2026 COURT | 8,534.34 | JAN COURT FINES | | Joint Municipal Court Fd | Administration Exp. |
| 02/19/2026 | 61324 | BELCO VEHICLE SOLUTIONS LLC | 11182 | 9,088.31 | LIGHTS/GRAPHIC INSTALL | | Neenah Menasha Fire | Other |
| 02/19/2026 | 61331 | HEXCO MOTORSPORTS LLC | 1018492 | 41,444.70 | FAP EMS UTV PURCHASE | | Neenah Menasha Fire | Other |
| 02/19/2026 | 61336 | MISSISSIPPI LIME COMPANY LLC | CD169231 | 5,763.42 | HYDRATED LIME | | Water | Other |
| | | MISSISSIPPI LIME COMPANY LLC | CD170569 | 5,681.52 | HYDRATED LIME | | Water | Other |
| 02/19/2026 | 61343 | WINNEFOX LIBRARY SYSTEM | WLS4418 | 29,000.00 | ELECTRONIC RESOURCE | | General Fund | Public Library |
| 02/26/2026 | 61359 | INNOVATIVE PUBLIC ADVISORS LLC | 25164 | 6,562.65 | MENASHA PORTION OF NMFR O | RG STUDY | General Fund | |
| | | INNOVATIVE PUBLIC ADVISORS LLC | 25164 | 10,187.35 | NMFR ORG STUDY | | ARPA Funds | Finance |
| 02/26/2026 | 61361 | JEFFERSON FIRE & SAFETY INC | IN336505 | 4,761.00 | SUPER VAC FAN FOR NEW E32 | | Neenah Menasha Fire | Other |
| 02/26/2026 | 61364 | LAUNDRY SYSTEMS OF WISCONSIN | 68014 | 4,984.75 | EXTRACTOR DOWN PAYMENT | | Facility Improvement Fund | Fire Department |
| 02/26/2026 | 61368 | MIDWEST AQUATICS INC | 2026 DEPOSIT | 4,000.00 | WEED HARVESTING DEPOSIT | | Facility Improvement Fund | Parks |
| 02/26/2026 | 61369 | MISSISSIPPI LIME COMPANY LLC | CD172216 | 5,644.08 | HYDRATED LIME | | Water | Other |
| 02/26/2026 | 61370 | MUNICIPAL WELL & PUMP | 24563 | 20,656.00 | RAW PUMP #1 REBUILD | | Water | Other |
| 02/26/2026 | 61373 | OMNI GLASS & PAINT LLC | CN10-25 PAY #4 | 89,000.00 | PAY REQUEST NO.4_CONTRACT | 10-25 | Facility Improvement Fund | Municipal Building |
| 02/26/2026 | 61390 | WISCONSIN DEPT OF TRANSPORTATION | 3950000428639 | 48,077.26 | PAY REQUEST NO.12_COMMERC | IAL ST_ROADWAY ITEMS | Streets,Utility,Sidewalks | Upgrades-City Initiated |
| | | | | 1,749,272.67 | | | | |