

**CITY OF NEENAH**  
**FINANCE AND PERSONNEL COMMITTEE MEETING**  
**Monday, June 10, 2024– 5:30 p.m.**  
**Hauser Room, Neenah City Administration Building**  
**211 Walnut Street, Neenah, Wisconsin**

**NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that 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 over which they have decision-making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will follow the same agenda as the committee but will not take any formal action at this meeting.**

**AGENDA**

1. Public Appearances
2. Approval of Minutes from the June 5, 2024 Special Meeting (minutes can be found on the City's website)
3. Background Process Overview (Attachments) (Fairchild)
4. Development Agreement Amendment – First Addition to Freedom Acres Subdivision (Attachments) (Schmidt)
5. Development and Fee Agreement – Third Addition to The Homes at Freedom Meadows Subdivision (Attachments) (Schmidt)
6. Review 2024 Baird Financing Plan and Consideration of Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A (Attachments) (Rasmussen)
7. Review 2024 Baird Financing Plan and Consideration of Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B (Attachments) (Rasmussen)
8. Fiscal Matters: April 2024 Vouchers (Attachments) (Rasmussen)
9. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6110 or e-mail [clerk@neenahwi.gov](mailto:clerk@neenahwi.gov)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**CITY OF NEENAH**  
**SPECIAL FINANCE AND PERSONNEL COMMITTEE MEETING**  
**Wednesday, June 5, 2024 at 6:30 pm**  
**Hauser Room, Neenah City Administration Building**  
**211 Walnut Street, Neenah, Wisconsin**

**MINUTES**

The meeting was called to order by Chairman Erickson at 6:30 pm.

**Present:** Chairman Erickson; Vice Chairman Boyette, Council President Borchardt, and Aldermen Steiner and Ellis, Director of Finance Rasmussen, and Clerk Nagel.

**Absent/Excused:** None.

**Also Present:** Aldermen Lendrum and Pollnow.

1. **Public Appearances:** None.
2. **Minutes:** Motion/Second/Carried Borchardt/Ellis to approve the minutes from the May 13 2024, Regular meeting as written. All voting aye.
3. **Review and make recommendation on Ordinance 2024-09 Amending Ward Map to Comply with Legislative District Boundaries and Recent Annexations. (Attachments) (Nagel)**

REPORT

**Motion/Second/Carried Borchardt/Ellis to recommend Council approve Ordinance 2024-09 Amending Ward Map to Comply with Legislative District Boundaries and Recent Annexation, all voting aye.**

Clerk Nagel advised the amendment is to incorporate the new legislative district boundaries and recent annexations that took place since the Census redistricting in 2021.

4. **Review and make recommendation on Ordinance 2024-10 Establish Article VII – Elections, Section 2-244 Election Inspectors to allow for a flexible Election Day work schedule. (Attachments) (Nagel)**

REPORT

**Motion/Second/Carried Ellis/Steiner to recommend Council approve Ordinance 2024-10 Establish Article VII – Elections, Section 2-244 Election Inspectors to allow for a flexible Election Day work schedule, all voting aye.**

Clerk Nagel advised many poll workers would like to work a split shift on Election Day. Ordinance 2024-10 would allow for a flexible work schedule to accommodate those workers would like to work a split shift.

5. **Review and make recommendation on Resolution 2024-06 Amending the Designated Polling Locations. (Attachments) (Nagel)**

REPORT

**Motion/Second/Carried Borchardt/Ellis to recommend Council approve Resolution 2024-06 Amending the Designated Polling Locations, all voting aye.**

Clerk Nagel is proposing to change Whiting Boathouse Polling Location to First Presbyterian Church Fellowship Hall, 200 S. Church Street, and Memorial Park Shelter to Gloria Dei Lutheran Church Fellowship Hall, 1140 Tullar Road. The change is to provide a fully accessible polling place for voters with disabilities.

6. **Adjournment**

**Motion/Second/Carried Borchardt/Steiner to adjourn the meeting 6:45 pm.** All voting aye.

Respectfully submitted,



Charlotte Nagel  
City Clerk



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## MEMORANDUM

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Date: June 10, 2024

To: Chairman Erickson and Members of the Finance and Personnel Committee

From: Amy J. Fairchild, Director of Human Resources and Safety

RE: Background process overview (information only)

At the request of Alderperson Boyette, a review of the current background process conducted as a part of onboarding new hires and promotions is being brought to the committee for your information.

Backgrounds vary based on position due to the nature of the position.

### Seasonal/Temporary employment

- under age 18 do not appear on any criminal search
- Over age 18
  - C-Cap review
  - Sexual and violent offender search

### Entry to Supervisory level positions:

- Review of skills and experience
- Assessments as appropriate
- Interview
- Panel Score and Selection
- C-Cap review
- Reference Checks
- Checker Background (Average \$50-60 each check)
  - Includes 7 year criminal search
- Sexual and violent offender search
- Some positions may require additional checks such as
  - MVR
  - Credit

### Firefighter Positions:

- Same as above plus the following:
- Swim test
- Physical and drug test

### Police Positions:

- Review of skills and experience

- Pep Test
- Supervisor Interview
- Administrative Interview
- Background (similar to diversified as listed below but done inhouse through an assigned investigator)
- Psychological Evaluation
- Physical and Drug testing
- Fingerprints

Department Head Positions:

- Same as above plus the following:
- Credit check
- Diversified Investigation (\$3000 to \$6000 based on hours to complete)
  - Basic search information in addition to
  - Professional License/s
  - Education
  - Organization Membership verification
  - Financial
  - Internet
  - Neighborhood Canvass
  - Social Media
  - Residence Verification
  - Military
  - Federal Criminal/Civil
  - Driving Record
  - Examination/Analysis of the Personal History Form/Application/Resume
  - Completed an Executive BG Report
- Psychological Evaluation (\$575 each)
- Fingerprints



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## M E M O R A N D U M

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**DATE:** June 10, 2024  
**TO:** Chairperson Erickson and Members of Finance and Personnel Committee  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development Agreement Amendment– First Addition to Freedom Acres Subdivision

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The Common Council approved a Development and Fee Agreement for the 1<sup>st</sup> Addition to Freedom Acres Subdivision on March 5, 2024. Within the development agreement, the developer has the option to defer development fees on a per lot basis to the date the lot sells (collected at closing) or the fee can be added to the cost of a building permit. The developer chose to defer \$2,146.13 per lot which is ultimately added to the cost of the building permit.

Unlike the City's Building Permit fees, costs and fees associated with subdivision development agreements do not include administrative costs built into the fee structure, including credit card fees which are nearly 3%. The primary payment method for building permits is done by credit card.

The proposed amendment to this development agreement adds language that would impose a 3% administrative fee for any development fee that is collected at time the building permit is paid for. All development agreements moving forward will include similar language regarding administrative fees.

**An appropriate action at this time is to recommend Common Council approve the Amendment to the First Addition to Freedom Acres Subdivision Development Agreement.**

**DOCUMENT NUMBER**

**AMENDMENT TO DEVELOPMENT AND FEE AGREEMENT  
CITY OF NEENAH TO VAN SISTINE HOMES, LLC**

THIS SPACE RESERVED FOR RECORDING DATA

This Amendment to the Development and Fee Agreement for the 1<sup>st</sup> Addition to Freedom Acres Subdivision (“Amendment”) entered into this \_\_\_\_ day of June, 2024 by and between the City of Neenah, a Wisconsin municipal corporation (“City”) and Van Sistine Homes, LLC, (“Developer”) for the property legally described below:

Part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 1,245,880 Square Feet (28.6015 Acres) of land described as follows: Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 825.02 feet; thence, N01°26'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N12°32'12"E, 420.65 feet; thence, N89°37'05"E, 49.59 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 180.00 feet and a chord of 77.75 feet which bears S77°54'33"E; thence, S65°26'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°51'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.16 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, N89°45'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°09'06"W, 6.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning.

**WITNESSETH**

WHEREAS, City and Developer entered into a Development and Fee Agreement on January 19, 2024 (“Development Agreement”); and,

WHEREAS, the Development Agreement was recorded as Document Number 1918978 on March 5, 2024 in the Winnebago County Register of Deeds office, and,

WHEREAS, Developer is in the process of developing a subdivision referred to in the Agreement as “1<sup>st</sup> Addition of Freedom Acres”; and,

WHEREAS, the Development and Fee Agreement includes a list of development fees which can be deferred on a per lot basis to being collected at lot closing or at time a building permit is applied for; and,

WHEREAS, the developer choose to defer some of the development fees to be collected at the time a building permit is applied for; and,

WHEREAS, additional administrative costs including the payment of credit card fees are currently the responsibility of the City when development fees are collected at the time a building permit is applied for; and,

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.

Recording Area

Return to:

Jim Walsh, Interim City Attorney  
City of Neenah, PO Box 426  
Neenah, WI 54957-0426

Parcel No.: 8-11-4000-00-05

1. **MODIFICATION OF TERMS.** The parties agree to the modifications to the Agreement submitted by the City adding the following language which is bolded and underlined below:

23. Financing Alternative. As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections 1, 2, 4, 7, and 18 proportionally on a per lot basis (excluding outlots) as summarized in Exhibit 8. The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. **A three (3) percent administrative fee will be added to development fees collected when a building permit is issued.** The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Amendment as of the date stated above.

<p>If to the City:</p> <p>Director of Public Works City of Neenah 211 Walnut Street Neenah, WI 54956</p> <p>Dated this ____ day of _____, 2024.</p>	<p>If to Developer:</p> <p>Van Sistine Homes, LLC Attn: Richard Van Sistine III 203 W Wisconsin Suite 202 Neenah, WI 54956</p>
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## M E M O R A N D U M

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**DATE:** June 10, 2024  
**TO:** Chairperson Erickson and Members of Finance and Personnel Committee  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development and Fee Agreement – Third Addition to The Homes at Freedom Meadows Subdivision

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The Community Development Department, Department of Public Works and the Neenah Water Utility have negotiated a Development Agreement with Van Sistine Homes, LLC for the Third Addition to The Homes at Freedom Meadows Subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms and responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 27 single-family residential lots located west of Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the fourth phase of the Homes at Freedom Meadows subdivision.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account including future sidewalk along Valor Place, Founders Street and Liberty Avenue.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$79,814.71**.

The Developer is responsible to pay for the following subdivision fees and costs (See Exhibit 8 of the Development Agreement for a summary):

- Subdivision Fee (\$1000/acre) - **\$10,126.20**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$10,126.20**
- Street Trees (\$200/lot) – **\$5,400**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,225**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$22,692.31**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$2,500**)
- Storm Water Pond Construction (Reimbursement to City) **\$36,389.82**

**An appropriate action at this time is to recommend Common Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement.**

THIS AGREEMENT, made pursuant to Chapter 25 of the City of Neenah Municipal Code by and between the CITY OF NEENAH, Winnebago County, Wisconsin, a body politic and municipal corporation by its Common Council ("City") and owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

Part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1568.26 feet to Northwest corner of Outlot 6 of 2nd Addition to The Homes at Freedom Meadows, said point also being the point of beginning; thence, along the West line of said Outlot 6 and the extension thereof, S01°07'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'34"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°53'26"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 673.64 feet to the Northerly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northerly line, 79.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 79.15 feet which bears N73°51'52"W; thence, continuing along said Northerly line, N65°26'10"W, 163.11 feet; thence, continuing along said Northerly line, 78.37 feet along the arc of a curve to the left with a radius of 180.00 feet and a chord of 77.75 feet which bears N77°54'33"W; thence, continuing along said Northerly line, S89°37'05"W, 49.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°07'03"W, 179.98 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 feet to the point of beginning.

Recording Area

Return to:  
David Rashid, City Attorney  
City of Neenah, 211 Walnut Street  
Neenah, WI 54956

Parcel No.: 8-11-4000-00-06

WHEREAS, Chapter 25 of the Neenah Municipal Code provides for the installation of required improvements (hereinafter referred to as the "Improvements") in new subdivisions, and

WHEREAS, the Developer has proposed to develop a residential subdivision on the above-referenced property located in the City (hereinafter referred to as "Third Addition to The Homes at Freedom Meadows" or the "Development"); and

WHEREAS, [Exhibit 1](#) shows the Development which has been approved by the City and has or will be recorded in the Winnebago County Register of Deeds Office; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities for on-site and off-site public improvements and fees in connection with the proposed subdivision; and,

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision;

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and the above recitals, which are contractual, the City and Developer agree as follows:

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the Improvements to the Development as more particularly detailed in [Exhibit 2](#). As subsequent phases are developed, the Developer shall be billed for the sewer fee and the subdivision fee at the established rate in effect at the time of platting.
2. **Storm Water Infrastructure Fee.** The Developer shall pay a storm water infrastructure fee in the amount of \$9,000.00 per acre (the "Storm Water Fee") as detailed in [Exhibit 3](#). In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:
  - design engineering
  - plan and specification development
  - contract bidding
  - construction engineering
  - final inspection
  - erosion control
  - yard drains and associated piping
  - perforated catch basin drain pipes
  - final storm sewer cleaning and televising
  - plan review by the City
  - field staking and surveying
  - project administration
  - construction inspection
  - final "as built" measurements
  - bedrock blasting and removal
  - storm sewer house laterals
  - storm water ponds

The Developer shall pay all costs of the storm water infrastructure installation during construction and shall keep an accurate account of all costs certified by the project engineer or other construction professional responsible for supervising the construction of the Development and retained by the Developer. Final accounting of the actual costs of those items covered by the Storm Water Fee will be settled upon completion and City acceptance of such construction. The Developer shall advance the costs of the public storm water infrastructure installation during construction. Final costs of the storm water infrastructure installation as certified at the completion of the subdivision construction, shall be credited against the Storm Water Fee and paid by the Developer. To the extent that installation costs exceed the Storm Water Fee, the City shall reimburse Developer the difference. To the extent that Developer has paid less in installation costs than is due under the Storm Water Fee, the Developer shall pay the City the difference within 30 days of billing by the City.

3. **Storm Water Ponds.** This development is served by a storm water pond constructed as part of the Homes at Freedom Meadows (Outlot 2 in the First Addition to the Homes at Freedom Meadows). The City recognized that the pond constructed for that development would serve areas outside of that development and held a portion of that construction cost as a deferred assessment against other served areas. The proposed subdivision was noted as Phase V of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. [Exhibit 3](#) outlines the share of the pond cost attributed to the Development.
4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install water mains and water services within the plat including those that may front on all dedicated

public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in [Exhibit 4](#).

6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).
7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (Third Addition to The Homes at Freedom Meadows) which accounts for 10.13 acres at a price of \$7,882/acre for a total sales price of \$79,814.71. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

*Street Grading/Graveling:* The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas (hereinafter "Temporary Gravel Street"). The City shall establish and enforce spring load limits on all gravel streets.

*Reclaimed Asphalt Streets:* The Developer shall place two inches of compacted reclaimed asphalt in place of the top two inches of gravel on the following streets:

- Founders Street
- Valor Place

*Gravel Street Maintenance:* Prior to construction of the Final Street, the Developer shall be

completely responsible for all gravel street maintenance including but not limited to:

- removing of mud, dust and other non-granular deleterious material on an “as needed” basis; periodically adding granular material necessary to re-establish the true line and grade and cross section of the street;
- placing calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an “as needed” basis;
- providing any City mandated dust control.

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

*Two-Inch Asphalt Mat.* The Developer shall pay the full cost of placing a two-inch asphalt mat on identified streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas (hereinafter “Temporary Asphalt Street”). Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to the adjacent lot owners of record at the time of the final payment for the work. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

In late spring or early summer following the installation of utilities and gravel as provided for above, and after the gravel street and utility trenches have been subject to a winter “freeze-thaw” cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

Should the City determine that it is in its best interests to place a temporary two-inch asphalt mat on streets within the plat not initially identified in this Agreement, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas, cost for said two-inch mat construction shall be special assessed against the individual lots in the Development.

*Final Street.* When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to lot owners of record at the time of final payment for the work. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in the Development (See [Exhibit 5](#)).

*Sidewalks:* The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the locations identified in [Exhibit 5](#). The Developer shall include language in their lot sale contracts requiring construction of public sidewalk to be done by the lot owner in conjunction with

home construction. Said terms shall apply to all successors to lot ownership. As sidewalk is built, the Developer shall receive the proportionate share of the escrow. Any gaps in the sidewalk shall be filled by the City at time of final street construction using funds remaining in the escrow.

*Temporary Character of Streets.* In no manner shall the City or the Developer regard or consider either the Temporary Gravel Streets or the Temporary Asphalt Streets of the Development as permanent or final street for purposes of Municipal Code Sec. 26-126, and the public is hereby notified of property owners' special assessment responsibilities thereunder.

11. **Contract Procedures.** The Developer's engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer's design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty, proper or satisfactory, of performance. The inspection services provided for by the City are for the City's benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer's responsibility, at the Developer's sole cost, to correct any deficiencies so that the Improvements are working properly and in full compliance with all applicable standards before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Park Dedication.** [Intentionally left blank]
13. **Outlots and Public Parks.** [Intentionally left blank]
14. **Sewer Cleaning and Televising Inspection.** Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern "jet trucks" of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and backyard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition verified in a written report. All catch basins and backyard drains shall be cleared of gravel and debris.
15. **Public Improvements Dedication.** The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements provided they are constructed according to the City's specifications and in accordance with and subject to the terms of the City's Subdivision Ordinance.
16. **Utilities.** The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights throughout the entire development including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan,

electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay the utility company the monthly electrical charge for standard street lighting. The developer shall be responsible for all additional costs associated with installation of a decorative street lighting system by the utility company. In addition, the developer shall also be responsible for the monthly charges for a decorative system that are in excess of the monthly charges for a standard system through payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
18. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
19. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
20. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$2,225 for plan review and an estimated \$7,600 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
21. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
22. **City Costs.** [Intentionally left blank]
23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$122,390.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
24. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. A three (3) percent administrative fee will be added to fees collected at time of a building permit. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this

Agreement as special assessments against the property in the Development.

25. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
26. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
27. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
28. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
30. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

Director of Public Works  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

If to Developer:

Van Sistine Homes, LLC  
Attn: Richard Van Sistine III  
203 W Wisconsin Avenue  
Neenah, WI 54956

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

\_\_\_\_\_(SEAL)  
Jane Lang, Mayor

\_\_\_\_\_  
Richard C. Van Sistine III, Member

Attest: \_\_\_\_\_(SEAL)  
Charlotte Nagel, City Clerk

**AUTHENTICATION**

Signature(s) of Jane Lang, Mayor and Charlotte Nagel, City Clerk authenticated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
David Rashid  
Title: Member State Bar of Wisconsin

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

**THIS INSTRUMENT DRAFTED BY:**

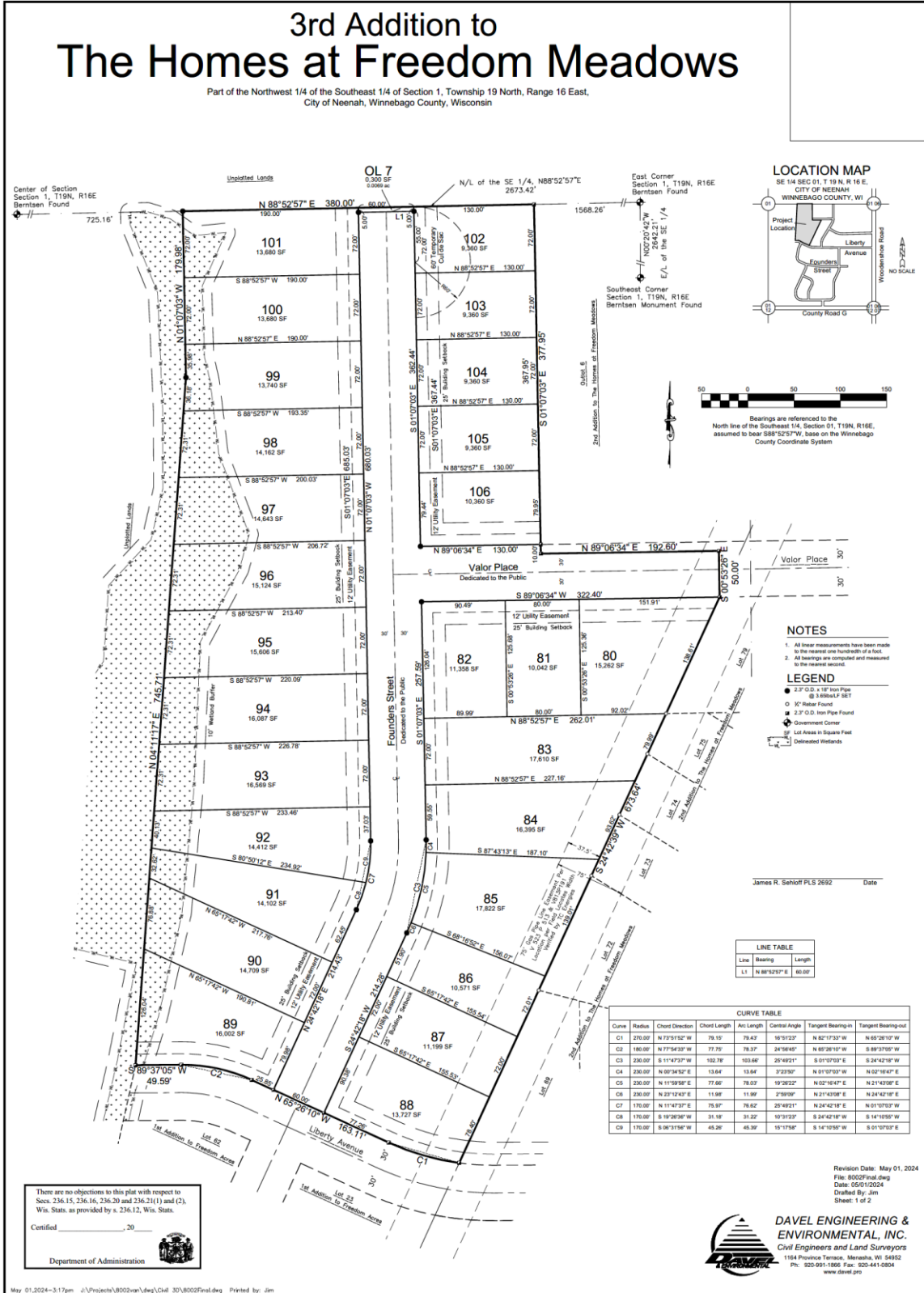
David Rashid, City Attorney  
211 Walnut St., Neenah, WI 54956

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission is permanent.  
(If not, state expiration date: \_\_\_\_\_)

(SIGNATURES MAY BE AUTHENTICATED OR  
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

# Exhibit 1

## Third Addition to The Homes at Freedom Meadows Plat Map



# Exhibit 1 (continued)

## Third Addition to The Homes at Freedom Meadows Plat Map

# 3rd Addition to The Homes at Freedom Meadows

Part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East,  
City of Neenah, Winnebago County, Wisconsin

**Surveyor's Certificate**

I, James R. Sehoff, professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah, and under the direction of Van Sistine Homes, LLC, owner of said land, I have surveyed, divided and mapped 3rd Addition to The Homes at Freedom Meadows; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac.) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1569.26 feet to Northwest corner of Doud 6 of 2nd Addition to The Homes at Freedom Meadows; said point also being the point of beginning; thence, along the West line of said Doud 6 and the extension thereof, S01°10'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'24"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°32'28"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 873.64 feet to the Northernly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northernly line, 79.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 78.15 feet which bears N73°51'52"W, thence, continuing along said Northernly line, N60°29'10"W, 163.11 feet; thence, continuing along said Northernly line, 76.37 feet along the arc of a curve to the left with a radius of 160.00 feet and a chord of 77.75 feet which bears N77°54'33"W, thence, continuing along said Northernly line, S89°37'00"W, 46.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°10'03"W, 179.86 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 feet to the point of beginning.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

James R. Sehoff, Wisconsin Professional Land Surveyor No. S-2692

**Owner's Certificate of Dedication**

Van Sistine Homes, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Van Sistine Homes, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Neenah  
Winnebago County Planning and Zoning Department  
Department of Administration

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of: Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member

State of Wisconsin

\_\_\_\_\_ County ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires \_\_\_\_\_  
Notary Public, Wisconsin

**Utility Easement Provisions**

An easement for electric, natural gas, and communications service is hereby granted by

Van Sistine Homes, LLC, Grantor, to

Wisconsin Public Service Corporation, LLC, Wisconsin corporations, Grantee,  
SBC Wisconsin, Grantee,  
TDS Metroom, LLC, Grantee  
and  
Spectrum, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member Date \_\_\_\_\_

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat., as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



May 01,2024-6:10pm J:\Projects\8002\van\4eq\Cd4\_3D\8002\Final.dwg Printed by: Jim

**Mortgagee's Certificate**

Nicolet Nation Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Van Sistine Homes, LLC, owner.

IN WITNESS WHEREOF, the said Nicolet Nation Bank has caused these presents to be signed by

\_\_\_\_\_, its President, and countersigned by

\_\_\_\_\_, its Secretary or Cashier, at \_\_\_\_\_, Wisconsin, and its corporate seal to be

herunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

President Date

Secretary or Cashier Date

State of Wisconsin

\_\_\_\_\_ County ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, President,

and \_\_\_\_\_, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My Commission Expires \_\_\_\_\_  
Notary Public, Wisconsin

**Common Council Resolution**

Resolved, 3rd Addition to The Homes at Freedom Meadows, in the City of Neenah is hereby approved by the Common Council on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor Date

Clerk Date

**City of Neenah Planning Commission Approval Certificate**

3rd Addition to The Homes at Freedom Meadows is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative Date

**Treasurer's Certificate**

We, being the duly elected, qualified and acting Treasurers of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this Subdivision Plat.

County Treasurer Date

City Treasurer Date

This Plat is contained wholly within the property described in the following recorded instruments:

Owners of record:	Recording Information	Parcel No(s):
Van Sistine Homes, LLC,	Doc. No. _____	8114000006

Revision Date: May 01, 2024  
File: 8002\Final.dwg  
Date: 05/01/2024  
Drafted By: Jim  
Sheet: 2 of 2

**Exhibit 2**  
**Third Addition to The Homes at Freedom Meadows**

**Fee Schedule**

Total Developable Acres = 10.1262  
Total Lots = 27

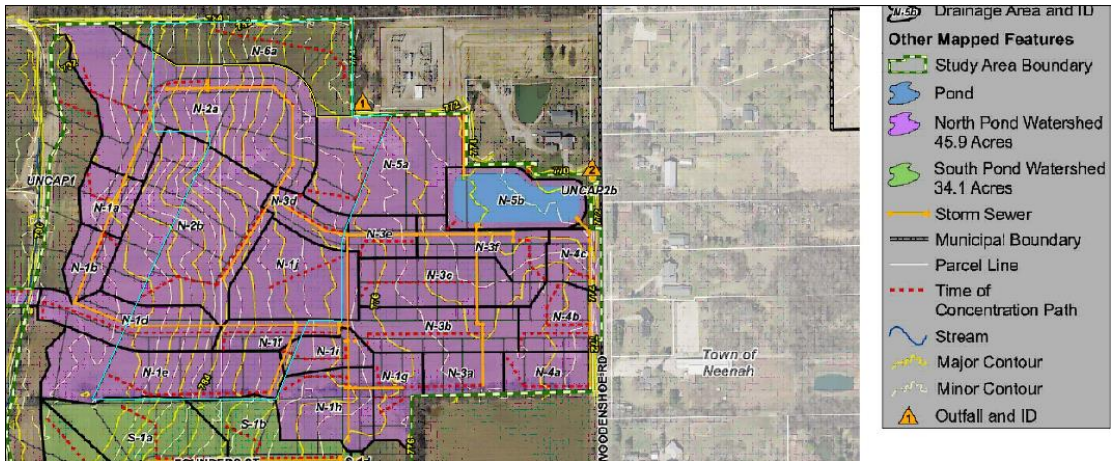
1. Subdivision Fee: \$1,000/acre x 10.1262	\$10,126.20
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 10.1262	\$10,126.20
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,225.00
<hr/>	
<b>Total Fees Due Upon Billing</b>	<b>\$22,477.40</b>
Land Sale: \$7,882/acre x 10.1262	\$79,814.71
<b>Due to City prior to signing Final Plat</b>	<b>\$79,814.71</b>

**Exhibit 3**  
**Third Addition to The Homes at Freedom Meadows**  
**Storm Sewer Cost**  
**Public Infrastructure**  
**(Estimated)**

1.	Acreage		
	Total Developable Acres		10.1262
2.	Storm/Infrastructure Construction Costs		
	Total Private (Developer) Costs (estimated)		\$35,372.00
	Total Public Costs (estimated)		\$89,526.46
	Total Construction Costs (estimated)		\$129,798.46
3	Summary Public Infrastructure Costs		
	Developer Storm Fee Due City (\$9,000/ac x 10.1262 acres)		\$ 91,135.80
	Public Storm Sewer Funded by Developer (estimated)		(\$ 89,526.46)
	<b>Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)</b>		<b>(\$1,609.34)</b>
4.	Storm Water Pond Reimbursement Costs		
	Construction Cost of Outlot 2 Pond = \$185,794.50		
	Total Watershed Served by Pond = 45.90 acres		
	Contributing Area within this Phase = 8.99 acres		
	Percent of Total Watershed = 19.5%		
	<b>Developer Reimbursement to City for Held Pond Construction</b>		<b>\$ 36,389.82</b>

**NOTE:** The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 3 (Continued)**  
**Third Addition to The Homes at Freedom Meadows**  
**Storm Sewer Cost**  
**Public Infrastructure**  
**(Estimated)**



**Exhibit 4**  
**Third Addition to The Homes at Freedom Meadows**

**Water Main Costs**  
**Public Infrastructure**  
**(Estimated)**

1. Acreage	
Total Developable Acres	10.1262
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$150,210.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$0
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$22,692.31
Total Water Main Oversizing Fee Due to City	<b>\$22,692.31</b>

**Exhibit 5**  
**Third Addition to The Homes at Freedom Meadows**

**Escrow/Prepayment**

**Two-Inch Mat, Future Street and Sidewalk**

1.	Gravel Street Maintenance (\$10/centerline foot)	\$13,400.00
	Founders Street: 990 feet	
	Valor Place: 350 feet	
	Sidewalk Installation (at \$45/lineal foot)	\$108,990.00
	Valor Place: 478 LF	
	Founder Street: 1,944 LF	
2.	<hr/>	
	<b>Total Prepayment/Escrow required</b>	<b>\$ 122,390.00</b>

**Exhibit 6**  
**Third Addition to The Homes at Freedom Meadows**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$200/lot x 27 lots	\$5,400.00
<hr/>		
	<b>Total amount due</b>	<b>\$5,400.00</b>

**Exhibit 7**  
**Third Addition to The Homes at Freedom Meadows**  
**Oversize Sanitary Sewer**

**Estimated Developer's Cost Due City**

Sanitary Sewer Main Costs Due Developer (estimated <sup>1</sup> )	\$ 6,530.00
Sanitary Sewer Manhole Costs Due Developer (estimated <sup>1</sup> )	\$ 6,021.40
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,100.00
<hr/>	
<b>Total Due at the time of billing</b>	<b>\$ 3,100.00</b>

<sup>1</sup> Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet.*
- *Unit price per vertical foot (\$460/VF) for manhole depth greater than 13 feet.*

**Exhibit 8**  
**Third Addition to The Homes at Freedom Meadows**

**Summary of Developer's Costs and Financing Per Lot**

Land Sale – Due to City Immediately

<a href="#">Exhibit 2:</a>	\$7,882.00/acre x 10.1262 acres	<u>\$ 79,814.71</u>
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Estimated Developer's Cost Due at Billing

<a href="#">Exhibit 4:</a>	Inspection Fee – Water Utility (Estimate)	\$ 5,100.00
<a href="#">Exhibit 7:</a>	Construction Inspection Fees (Estimate)	<u>\$ 3,100.00</u>

Estimated Storm Sewer Due City

<a href="#">Exhibit 3:</a>	Storm Water Pond Construction due City	\$ 36,389.82
<a href="#">Exhibit 3:</a>	Public Storm Sewer Fee Due Developer (Estimate)	<u>\$ 1,609.34</u>

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

<a href="#">Exhibit 4:</a>	12 inch and 16 inch water main and valves (Estimate)	\$ 0
<a href="#">Exhibit 7:</a>	Oversize sanitary sewer main depth (Estimate)	\$ 6,530.00
<a href="#">Exhibit 7:</a>	Oversize sanitary sewer manhole depth (Estimate)	<u>\$ 6,021.40</u>

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

<a href="#">Exhibit 2:</a>	Subdivision Fee	\$ 10,126.20
	Oversized Sanitary Fee	\$ 10,126.20
	Storm Water Management Fee	\$ 2,225.00

<a href="#">Exhibit 6:</a>	Terrace Tree Contribution (\$200.00 x 34 lots)	\$ 5,400.00
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<a href="#">Exhibit 4:</a>	Oversized Water Main Fee	<u>\$ 22,692.31</u>
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<b>Total to be financed by City (estimated)</b>	<b>\$ 50,569.71</b>
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<b>Special Assessment Applied To Each Lot (estimated) and Due at Building Permit</b>	<b>\$ 1,872.95</b>
(\$50,569.71/27 lots = \$1,872.95/lot)	

Developer's Escrow Fees Required

<a href="#">Exhibit 5:</a>	Gravel Street Maintenance	\$ 13,400.00
	Sidewalk Installation	\$108,990.00
	<b>Total Escrow Required</b>	<b>\$122,390.00</b>



*Finance Department*  
211 Walnut St. • Neenah WI 54957-0426  
Phone 920-886-6140 • Fax: 920-886-6150  
e-mail: [vrasmussen@neenahwi.gov](mailto:vrasmussen@neenahwi.gov)  
Vicky K. Rasmussen, CPA  
*Director of Finance*

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## M E M O R A N D U M

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**TO:** Chairman Erickson and Members of the Finance and Personnel Committee

**FROM:** Vicky Rasmussen, Director of Finance

**DATE:** June 10, 2024

**RE:** Review 2024 Baird Financing Plan and Consideration of Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A

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The Finance Department began exploring financing options to fund the 2024 Capital projects after the adoption of the 2024 budget and the 2024 – 2028 Capital Improvement Plan. The adopted budget/plan calls for the issuance not to exceed \$11,170,000 of General Obligation debt.

Brad Viegut from Baird has provided the attached financing plan. Baird is serving as underwriter on these debt issues, and Mr. Viegut has advised that in the current economic environment flexibility should be the top priority for the City. As such he is recommending two features for this issuance. First is a negotiated sale conducted by Baird, which the City has previously utilized, including for the 2023 issuance. Second is a parameters resolution, in which the City would authorize Baird to execute the sale when the correct opportunity arises, so long as certain metrics fall within Council-approved parameters. The City issued debt via a parameters resolution in 2023.

Mr. Viegut provided the following comments to explain his reasoning for the financing plan:

“The parameters resolution provides flexibility to access the bond market and finalize the Notes on dates that don’t coincide with Council meeting dates. The municipal bond market has been choppy and avoiding issuance dates with heavy market supply of new municipal debt issues could focus investor’s attention on Neenah’s Note issuance. The Parameters Resolution allows us to target August 13 to finalize the Notes. If market conditions are unfavorable on August 13, a different sale date will be selected. The negotiated method of sale allows the City to easily move from August 13 to a different award date. Overall, this approach provides significant flexibility in a volatile market environment.”

Mr. Viegut will be present at the June 10 Finance and Personnel Committee meeting to further discuss the attached financing plan and resolution.

**Motion to recommend that Council approve Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A.**

The logo for BAIRD is a dark blue parallelogram tilted to the right, containing the word "BAIRD" in white, uppercase, serif font.

# City of Neenah

Plan of Finance

June 10, 2024

Bradley D. Viegut, Managing Director

[bviegut@rwbaird.com](mailto:bviegut@rwbaird.com)  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Phone 414.765.3827



## Borrowing/Structure/Purpose

<b>Issue:</b>	G.O. Promissory Notes	Taxable G.O. Promissory Notes
<b>Estimated Size:</b>	\$11,170,000	\$1,082,000
<b>Purpose:</b>	Levy: \$6,901,310 Sanitary Sewer: \$2,352,500 Storm Water: \$1,110,000 TID #9: \$15,000 TID #10: \$10,000 TID #11: \$10,000 TID #12: \$755,000 TID #13: \$15,000	TID #9: \$8,500 TID #11: \$8,500 TID #12: \$8,500 TID #13: \$900,000 Capitalized Interest through 9/1/2026 (TID #13)
<b>Structure:</b>	Matures March 1, 2025-2034	Matures March 1, 2027-2034
<b>First Interest:</b>	March 1, 2025	March 1, 2025
<b>Callable:</b>	March 1, 2031 (tentatively)	Callable Any Date with 30 days notice (tentatively)
<b>Estimated Interest Rate:</b>	4.29%	6.00%

## Summary of Parameters Resolution

<b>Amount not to exceed:</b>	\$11,170,000	\$1,100,000
<b>True Interest Cost (TIC) not to exceed:</b>	5.00%	6.50%
<b>Maturity Schedule:</b>	March 1, 2025-2034	March 1, 2027-2034
<b>Each maturity increased/decreased by:</b>	\$1,000,000	\$100,000
<b>Issuance Cost not to exceed:</b>	1.75% of par	3.75%
<b>Call Provision:</b>	Delegated to Approving Certificate	
<b>Authorized Signatures:</b>	Mayor, Council President, and City Clerk	

# City of Neenah

Plan of Finance

June 10, 2024



## Tentative Timeline

- Finance Committee considers financing plan and Parameters Resolutions.....June 10, 2024
- Common Council considers financing plan and Parameters Resolutions .....June 19, 2024
  - Preparations are made for issuance
    - ✓ Official Statement/Term Sheet
    - ✓ Bond Rating for Tax-Exempt Notes
    - ✓ Marketing
- Signature of Certificate to award notes (finalizes terms and interest rates)..... Target August 13, 2024
- Closing (funds available)..... Anticipated September 3, 2024

# City of Neenah

Plan of Finance

June 10, 2024

## 2024 Capital Improvement Plan



LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (Levy Supported) (A)	TARF	STREET AND SPECIAL ASSESSMENTS	NET EXISTING MILL RATE (Levy Supported) (B)
2023	2024	\$4,566,836	(\$814,280)		\$1.32
2024	2025	\$4,964,674	(\$814,280)	(\$485,000)	\$1.26
2025	2026	\$5,396,274	(\$814,280)	(\$475,000)	\$1.38
2026	2027	\$5,865,524	(\$814,280)	(\$465,000)	\$1.51
2027	2028	\$6,373,927	(\$814,280)	(\$405,000)	\$1.67
2028	2029	\$6,927,142	(\$814,280)	(\$405,000)	\$1.81
2029	2030	\$6,891,941	(\$814,280)	(\$405,000)	\$1.77
2030	2031	\$5,961,325	(\$814,280)	(\$405,000)	\$1.45
2031	2032	\$4,779,500	(\$814,280)	(\$405,000)	\$1.06
2032	2033	\$2,432,700	(\$814,280)		\$0.47
2033	2034		(\$814,280)		(\$0.23)
2034	2035		(\$814,280)		(\$0.23)
2035	2036		(\$814,280)		(\$0.23)
2036	2037		(\$814,280)		(\$0.22)
2037	2038		(\$814,280)		(\$0.22)
		<u>\$54,159,843</u>	<u>(\$12,214,200)</u>	<u>(\$3,450,000)</u>	

Aggregate 2024 CIP				YEAR DUE
<b>\$11,170,000</b>				
General Obligation Promissory Notes				
Dated: 9/3/2024				
PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 4.29%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	YEAR DUE
				2024
\$1,170,000	\$552,455	(\$436,744)	\$1,285,711	2025
\$820,000	\$503,475		\$1,323,475	2026
\$865,000	\$459,244		\$1,324,244	2027
\$905,000	\$412,781		\$1,317,781	2028
\$960,000	\$363,825		\$1,323,825	2029
\$1,015,000	\$311,981		\$1,326,981	2030
\$1,245,000	\$252,656		\$1,497,656	2031
\$1,310,000	\$185,588		\$1,495,588	2032
\$1,375,000	\$115,106		\$1,490,106	2033
\$1,505,000	\$39,506		\$1,544,506	2034
				2035
				2036
				2037
				2038
<u>\$11,170,000</u>	<u>\$3,196,617</u>	<u>(\$436,744)</u>	<u>\$13,929,873</u>	

(A) Net of bid premium from the 2021, 2022, & 2023 G.O. Promissory Notes applied to offset portions of levy supported interest payments due in 2024 and 2025.

(B) Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

## 2024 Notes by Component



		Principal Payments:									
		2025-2034	2025-2034	2025-2034	2034	2034	2034	2031-2034	2034		
		<b>Levy</b>	<b>Sanitary Sewer</b>	<b>Storm Water</b>	<b>TID #9</b>	<b>TID #10</b>	<b>TID #11</b>	<b>TID #12</b>	<b>TID #13</b>		
		<b>\$6,900,000</b>	<b>\$2,355,000</b>	<b>\$1,110,000</b>	<b>\$15,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$755,000</b>	<b>\$15,000</b>		
YEAR DUE		NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	YEAR DUE	
2024										2024	
2025		\$853,799	\$290,004	\$136,975	\$137	\$14	\$72	\$4,688	\$21	2025	
2026		\$851,994	\$289,869	\$139,350	\$788	\$525	\$525	\$39,638	\$788	2026	
2027		\$852,594	\$289,894	\$139,494	\$788	\$525	\$525	\$39,638	\$788	2027	
2028		\$851,619	\$289,394	\$134,506	\$788	\$525	\$525	\$39,638	\$788	2028	
2029		\$853,938	\$293,238	\$134,388	\$788	\$525	\$525	\$39,638	\$788	2029	
2030		\$854,419	\$291,425	\$138,875	\$788	\$525	\$525	\$39,638	\$788	2030	
2031		\$853,063	\$293,956	\$137,969	\$788	\$525	\$525	\$210,044	\$788	2031	
2032		\$854,738	\$290,831	\$136,800	\$788	\$525	\$525	\$210,594	\$788	2032	
2033		\$854,313	\$292,050	\$135,369	\$788	\$525	\$525	\$205,750	\$788	2033	
2034		\$851,788	\$292,481	\$138,544	\$15,394	\$10,263	\$10,263	\$210,381	\$15,394	2034	
2035										2035	
2036										2036	
2037										2037	
2038										2038	
		<b>\$8,532,261</b>	<b>\$2,913,141</b>	<b>\$1,372,269</b>	<b>\$21,831</b>	<b>\$14,477</b>	<b>\$14,535</b>	<b>\$1,039,645</b>	<b>\$21,715</b>		

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## Hypothetical Future Borrowings (Levy Supported)

		Levy Supported Future Borrowings							
		\$16,410,000	\$16,615,000	\$14,070,000	\$9,150,000				
		G.O. Notes	G.O. Notes	G.O. Notes	G.O. Notes				
		Dated: 9/1/2025	Dated: 9/1/2026	Dated: 9/1/2027	Dated: 9/1/2028				
LEVY YEAR	YEAR DUE	Est. AVG=	Est. AVG=	Est. AVG=	Est. AVG=	COMBINED DEBT SERVICE	COMBINED MILL RATE	IMPACT OVER PRIOR YEAR	YEAR DUE
		3.00%	3.00%	3.00%	3.00%	(Levy Supported)	(Levy Supported)		
						(A)	(B)		
2023	2024					\$3,752,556	\$1.32		2024
2024	2025					\$4,519,193	\$1.55	\$0.23	2025
2025	2026	\$1,900,850				\$6,859,838	\$2.31	\$0.76	2026
2026	2027	\$1,897,350	\$1,921,775			\$9,257,963	\$3.06	\$0.75	2027
2027	2028	\$1,897,575	\$1,922,750	\$1,628,725		\$11,455,316	\$3.71	\$0.65	2028
2028	2029	\$1,901,375	\$1,922,375	\$1,631,375	\$1,057,575	\$13,074,499	\$4.15	\$0.44	2029
2029	2030	\$1,898,750	\$1,925,575	\$1,627,900	\$1,058,350	\$13,037,655	\$4.06	(\$0.09)	2030
2030	2031	\$1,899,700	\$1,922,350	\$1,628,300	\$1,058,375	\$12,103,833	\$3.69	(\$0.37)	2031
2031	2032	\$1,899,150	\$1,922,700	\$1,627,500	\$1,057,650	\$10,921,958	\$3.27	(\$0.42)	2032
2032	2033	\$1,902,025	\$1,921,550	\$1,630,425	\$1,061,100	\$8,987,833	\$2.64	(\$0.63)	2033
2033	2034	\$1,898,325	\$1,923,825	\$1,627,075	\$1,058,725	\$6,545,458	\$1.88	(\$0.76)	2034
2034	2035	\$1,898,050	\$1,924,450	\$1,627,450	\$1,060,525	\$5,696,195	\$1.61	(\$0.27)	2035
2035	2036		\$1,923,425	\$1,626,475	\$1,061,425	\$3,797,045	\$1.05	(\$0.56)	2036
2036	2037			\$1,629,075	\$1,056,500	\$1,871,295	\$0.51	(\$0.54)	2037
2037	2038				\$1,060,675	\$246,395	\$0.07	(\$0.44)	2038
		\$18,993,150	\$19,230,775	\$16,284,300	\$10,590,900	\$112,127,030			

(A) Net of bid premium from the 2021, 2022, & 2023 G.O. Promissory Notes applied to offset portions of levy supported interest payments due in 2024 and 2025.

(B) Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

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## TID #13 – Taxable G.O. Promissory Notes

Aggregate 2024 Taxable TID Borrowing									
<b>\$1,082,000</b>									
<b>Taxable General Obligation Promissory Notes</b>									
<i>Dated: 9/3/2024</i>									
YEAR DUE	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 6.00%	LESS: HYPOTHETICAL CAPI (TID #13 Portion)	TOTAL	TID #9 \$9,000 NET TOTAL	TID #11 \$9,000 NET TOTAL	TID #12 \$9,000 NET TOTAL	TID #13 \$1,055,000 NET TOTAL	YEAR DUE
2024									2024
2025	\$0	\$64,559	(\$62,948)	\$1,611	\$537	\$537	\$537	\$0	2025
2026	\$0	\$64,920	(\$63,300)	\$1,620	\$540	\$540	\$540	\$0	2026
2027	\$106,000	\$61,740		\$167,740	\$540	\$540	\$540	\$166,120	2027
2028	\$112,000	\$55,200		\$167,200	\$540	\$540	\$540	\$165,580	2028
2029	\$119,000	\$48,270		\$167,270	\$540	\$540	\$540	\$165,650	2029
2030	\$127,000	\$40,890		\$167,890	\$540	\$540	\$540	\$166,270	2030
2031	\$135,000	\$33,030		\$168,030	\$540	\$540	\$540	\$166,410	2031
2032	\$143,000	\$24,690		\$167,690	\$540	\$540	\$540	\$166,070	2032
2033	\$152,000	\$15,840		\$167,840	\$540	\$540	\$540	\$166,220	2033
2034	\$188,000	\$5,640		\$193,640	\$9,270	\$9,270	\$9,270	\$165,830	2034
	<b>\$1,082,000</b>	<b>\$414,779</b>	<b>(\$126,248)</b>	<b>\$1,370,531</b>	<b>\$14,127</b>	<b>\$14,127</b>	<b>\$14,127</b>	<b>\$1,328,150</b>	

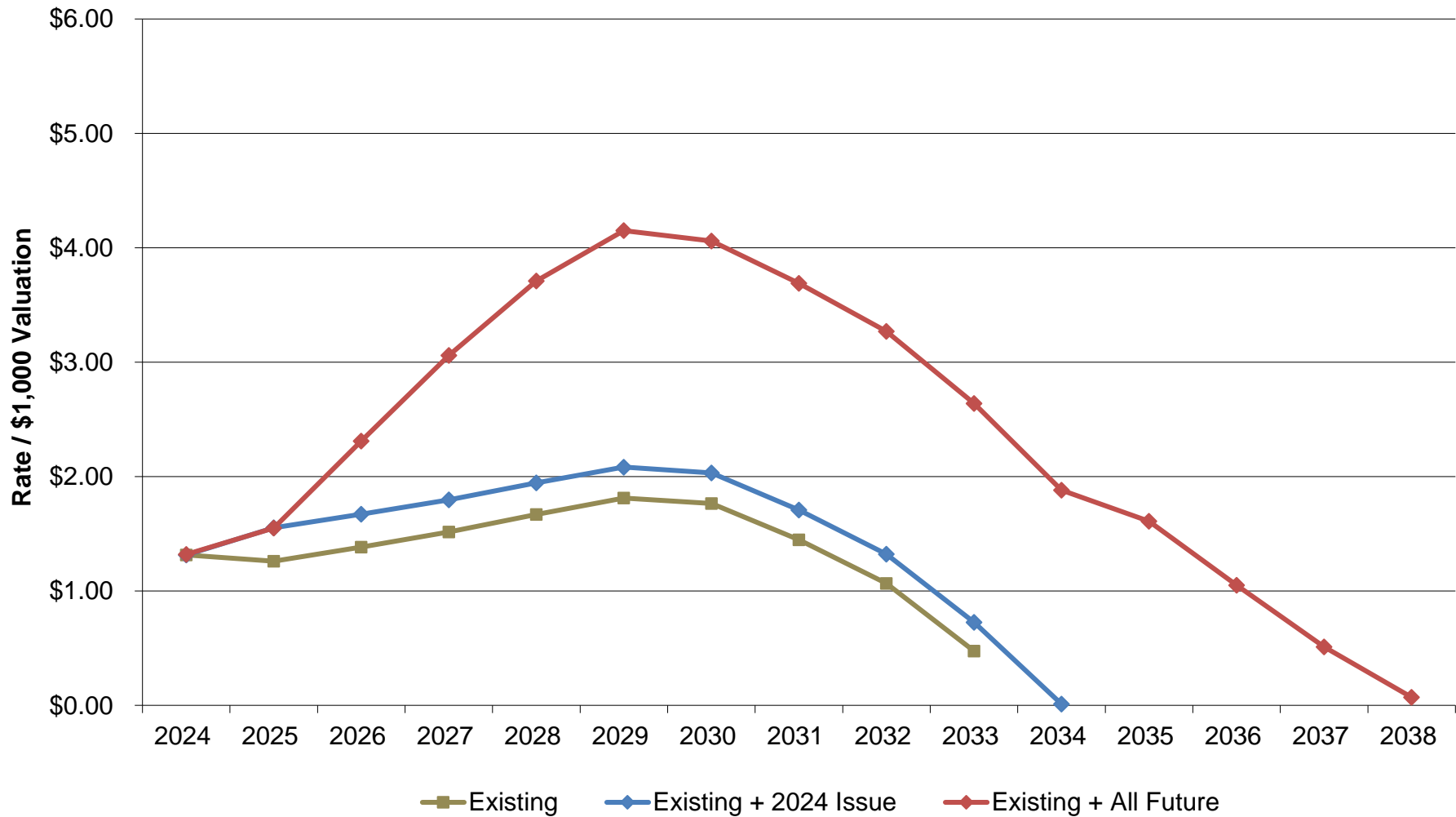
# City of Neenah

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## Levy Supported Debt Service Tax Rate – Current and Future Years



Note: Tax rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

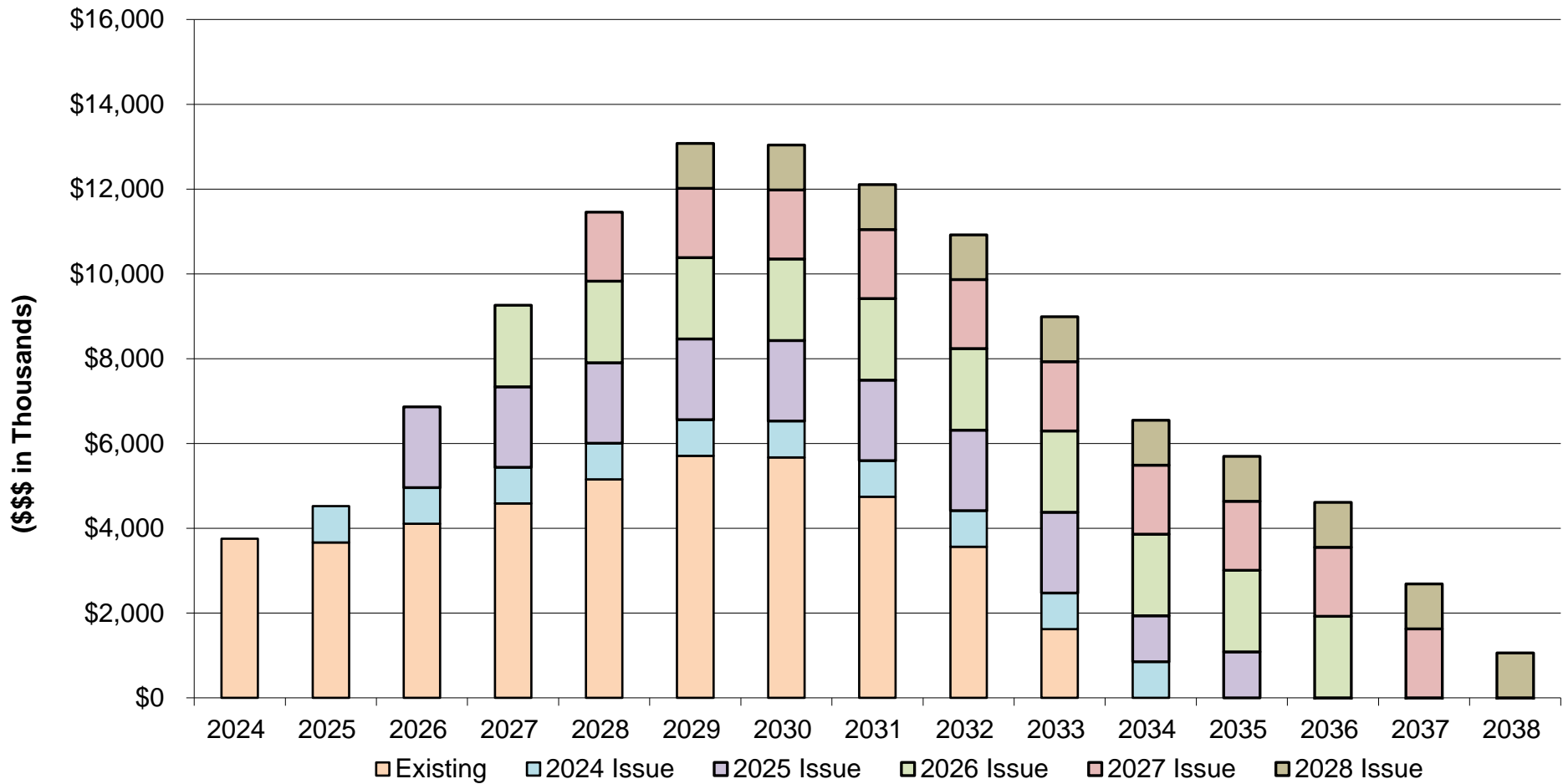
# City of Neenah

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## Levy Supported Debt – Current and Future Years



Notes: Assumes future interest rate of 3.00% for 2025 and thereafter.

Graph represents levy supported debt service payments net of bid premium from the 2021, 2022, and 2023 G.O. Promissory Notes as well as TARF and Street and Special Assessments.

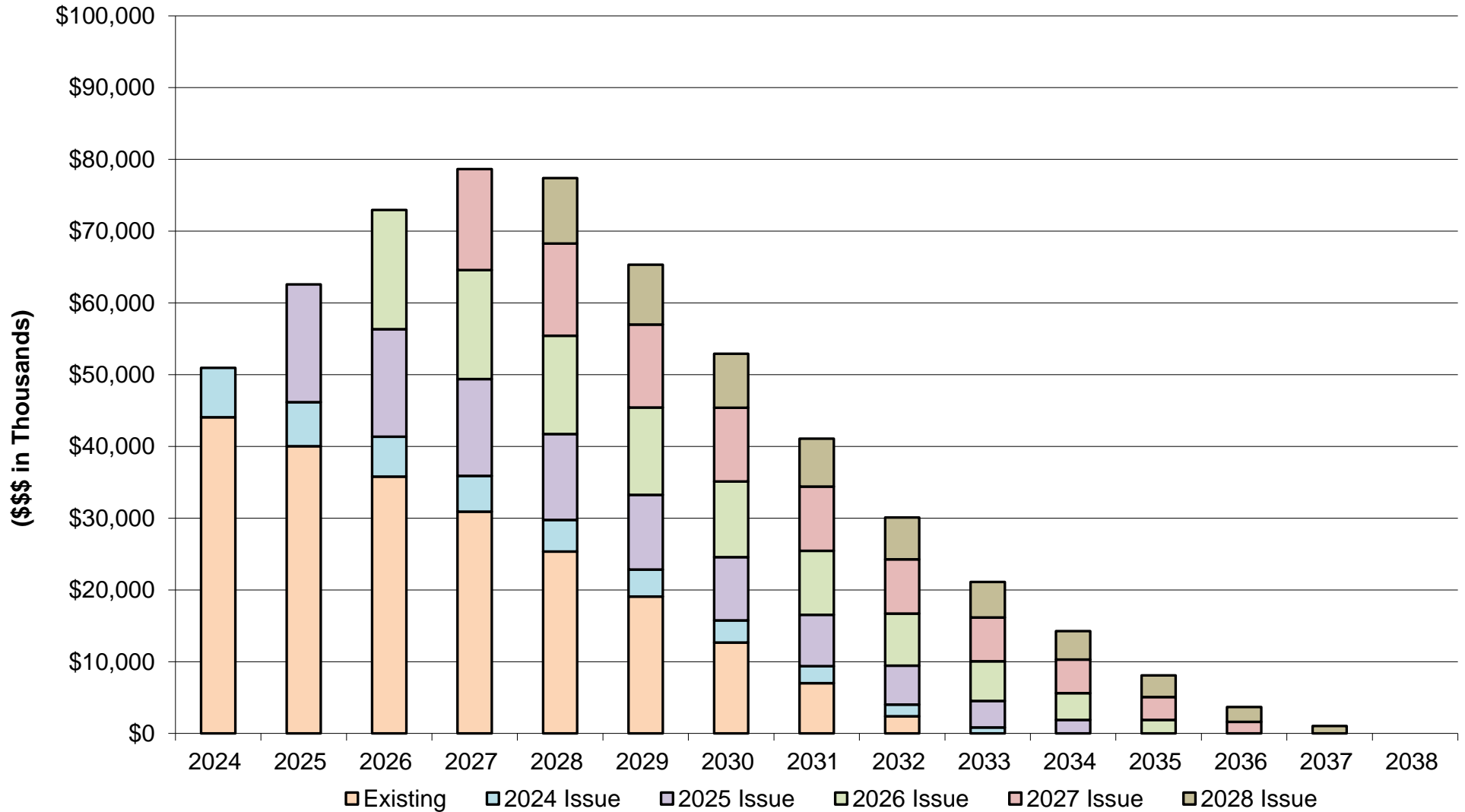
# City of Neenah

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## Levy Supported Principal Outstanding (End of Year)





**RESOLUTION NO. 2024-08**

**RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING  
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$11,170,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A**

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Neenah, Winnebago County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of projects included in the City's 2024 Capital Improvement Program (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation promissory notes to be designated as "General Obligation Promissory Notes, Series 2024A" (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Mayor, the Council President and the City Clerk (collectively, the "Authorized Officers") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$11,170,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$11,170,000). The purchase price to be paid to the City for the Notes shall not be less than 98.25% of the principal amount of the Notes and the difference between the initial public

offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 1.75% of the principal amount of the Notes, with an amount not to exceed 0.90% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 0.85% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any).

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$11,170,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$1,000,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than \$1,000,000 and that the aggregate principal amount of the Notes shall not exceed \$11,170,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$11,170,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2025	\$1,170,000
03-01-2026	820,000
03-01-2027	865,000
03-01-2028	905,000
03-01-2029	960,000
03-01-2030	1,015,000
03-01-2031	1,245,000
03-01-2032	1,310,000
03-01-2033	1,375,000
03-01-2034	1,505,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00% (unless a different rate is specified by the Common Council). Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby

irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2033 for the payments due in the years 2025 through 2034 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes

shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 16. Official Statement. The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 19, 2024.

\_\_\_\_\_  
Jane B. Lang  
Mayor

ATTEST:

\_\_\_\_\_  
Charlotte Nagel  
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned Mayor, Council President and City Clerk of the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On June 19, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$11,170,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$1,000,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2025	\$1,170,000	\$ _____
03-01-2026	820,000	_____
03-01-2027	865,000	_____
03-01-2028	905,000	_____
03-01-2029	960,000	_____
03-01-2030	1,015,000	_____
03-01-2031	1,245,000	_____
03-01-2032	1,310,000	_____
03-01-2033	1,375,000	_____
03-01-2034	1,505,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is \_\_\_\_\_%, which is not in excess of [5.00%], as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$\_\_\_\_\_) and the purchase price to be paid to the City by the Purchaser (\$\_\_\_\_\_) is \$\_\_\_\_\_, or \_\_\_\_\_% of the principal amount of the Notes, which does not exceed 1.75% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$\_\_\_\_\_, or not more than 0.90% of the principal amount of the Notes. The amount representing other costs of issuance is \$\_\_\_\_\_, which does not exceed 0.85% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on March 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Payment of the Notes; Fiscal Agent. Pursuant to the Resolution, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is named fiscal agent for the Notes.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

8. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on \_\_\_\_\_, 2024  
pursuant to the authority delegated to us in the Resolution.

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Jane B. Lang  
Mayor

---

Brian Borchart  
Council President

---

Charlotte Nagel  
City Clerk

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on March 1, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WINNEBAGO COUNTY  
NO. R-\_\_\_\_ CITY OF NEENAH \$\_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_, 2024 \_\_\_\_\_%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$\_\_\_\_\_, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the City's 2024 Capital Improvement Program, as authorized by a resolution adopted on June 19, 2024, as supplemented by an Approving Certificate, dated \_\_\_\_\_, 2024 (the "Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[This Note is not subject to optional redemption.]

[The Notes maturing on March 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Neenah, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEENAH  
WINNEBAGO COUNTY, WISCONSIN

By: \_\_\_\_\_

Jane B. Lang  
Mayor

(SEAL)

By: \_\_\_\_\_

Charlotte Nagel

City Clerk

COPY

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Neenah, Winnebago County, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



*Finance Department*  
211 Walnut St. • Neenah WI 54957-0426  
Phone 920-886-6140 • Fax: 920-886-6150  
e-mail: [vrasmussen@neenahwi.gov](mailto:vrasmussen@neenahwi.gov)  
Vicky K. Rasmussen, CPA  
*Director of Finance*

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## M E M O R A N D U M

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**TO:** Chairman Erickson and Members of the Finance and Personnel Committee

**FROM:** Vicky Rasmussen, Director of Finance

**DATE:** June 10, 2024

**RE:** Review 2024 Baird Financing Plan and Consideration of Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B

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The Finance Department began exploring financing options to fund the 2024 Capital projects after the adoption of the 2024 budget and the 2024 – 2028 Capital Improvement Plan. The adopted budget/plan calls for the issuance not to exceed \$1,100,000 of Taxable General Obligation debt. This taxable borrowing is separate to account for the TID expenditures that are for purchasing land in TID #13 where the ultimate use is for private development, and for funding operational costs of payments to the Fox Cities Economic Development Partnership.

Brad Viegut from Baird has provided the attached financing plan for both borrowings. Baird is serving as underwriter on these debt issues, and Mr. Viegut has advised that in the current economic environment flexibility should be the top priority for the City. As such he is recommending two features for this issuance. First is a negotiated sale conducted by Baird, which the City has previously utilized, including for the 2023 issuance. Second is a parameters resolution, in which the City would authorize Baird to execute the sale when the correct opportunity arises, so long as certain metrics fall within Council-approved parameters. The City issued debt via a parameters resolution in 2023.

Mr. Viegut provided the following comments to explain his reasoning for the financing plan:

“The parameters resolution provides flexibility to access the bond market and finalize the Notes on dates that don’t coincide with Council meeting dates. The municipal bond market has been choppy and avoiding issuance dates with heavy market supply of new municipal debt issues could focus investor’s attention on Neenah’s Note issuance. The Parameters Resolution allows us to target August 13 to finalize the Notes. If market conditions are unfavorable on August 13, a different sale date will be selected. The negotiated method of sale allows the City to easily move from August 13 to a different award date. Overall, this approach provides significant flexibility in a volatile market environment.”

Mr. Viegut will be present at the June 10 Finance and Personnel Committee meeting to further discuss the attached financing plan and resolution.

**Motion to recommend that Council approve Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B.**



**RESOLUTION NO. 2024-09**

**RESOLUTION AUTHORIZING THE ISSUANCE AND  
ESTABLISHING PARAMETERS FOR THE SALE OF NOT  
TO EXCEED \$1,100,000 TAXABLE GENERAL  
OBLIGATION PROMISSORY NOTES, SERIES 2024B**

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Neenah, Winnebago County, Wisconsin (the "City") to raise funds for public purposes, including paying project costs of Tax Incremental Districts Nos. 9, 11, 12 and 13 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation promissory notes either as a single note payable in installments of principal and/or as notes with serial maturities as determined at the time of sale and as set forth in the Approving Certificate (defined herein) (collectively, the "Notes") by private placement to a purchaser to be selected at a later date and set forth in the Approving Certificate (the "Purchaser");

WHEREAS, the Purchaser intends to execute and submit a Final Term Sheet to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Mayor, the Council President and the City Clerk (collectively, the "Authorized Officers") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000). The purchase price to be paid to the City for the Notes shall not be less than 96.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 3.75% of the principal amount of the Notes, with an amount not to exceed 3.75% of the principal amount of the Notes representing costs of issuance, including the placement agent fee and bond insurance premium (if any).

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2024B"; shall be issued in the aggregate principal amount of up to \$1,100,000; shall be dated as of their date of issuance; shall be in the denomination of \$100,000 or more; shall be numbered R-1 and upward if more than a single note is issued; and shall (i) be payable in installments of principal due or (ii) mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each installment amount or maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per installment amount or maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$1,100,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$1,100,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2027	\$108,000
03-01-2028	114,000
03-01-2029	121,000
03-01-2030	130,000
03-01-2031	137,000
03-01-2032	145,000
03-01-2033	155,000
03-01-2034	190,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 6.50% (unless a different rate is specified by the Common Council). Interest shall be computed upon the basis set forth in the Note.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as

Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2033 for the payments due in the years 2025 through 2034 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all

money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. If necessary, in order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive installment payments or maturities, redemption provisions, interest

rate(s) and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 14. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 19, 2024.

\_\_\_\_\_  
Jane B. Lang  
Mayor

ATTEST:

\_\_\_\_\_  
Charlotte Nagel  
City Clerk

(SEAL)

EXHIBIT A  
Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned Mayor, Council President and City Clerk of the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On June 19, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B of the City (the "Notes") to \_\_\_\_\_ (the "Purchaser") and delegating to us the authority to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Final Term Sheet between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$1,100,000 approved by the Resolution, and shall [be payable in installments of principal due] [mature] on March 1 of each of the years and in the amounts and shall bear interest at the rate(s) per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each [principal installment] [annual principal or mandatory redemption payment] due on the Notes is not more than \$100,000 more or less per [installment payment] [maturity or mandatory redemption amount] than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2027	\$108,000	\$_____
03-01-2028	114,000	_____
03-01-2029	121,000	_____
03-01-2030	130,000	_____
03-01-2031	137,000	_____
03-01-2032	145,000	_____
03-01-2033	155,000	_____
03-01-2034	190,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is \_\_\_\_\_%, which is not in excess of [6.50%], as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$\_\_\_\_\_) and the purchase price to be paid to the City by the Purchaser (\$\_\_\_\_\_) is \$\_\_\_\_\_, or \_\_\_\_\_% of the principal amount of the Notes, which does not exceed 3.75% of the principal amount of the Notes. The amount representing costs of issuance is \$\_\_\_\_\_, which does not exceed 3.75% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes [maturing on March 1, \_\_\_\_\_ and thereafter] are subject to redemption prior to maturity, at the option of the City, on March 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, [from maturities selected by the City [and within each maturity by lot,]] at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. [Payment of the Notes; Fiscal Agent. Pursuant to the Resolution, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is named fiscal agent for the Notes.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on \_\_\_\_\_, 2024 pursuant to the authority delegated to us in the Resolution.

\_\_\_\_\_  
Jane B. Lang  
Mayor

\_\_\_\_\_  
Brian Borchart  
Council President

\_\_\_\_\_  
Charlotte Nagel  
City Clerk

COPIES

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on March 1, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

NUMBER UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WINNEBAGO COUNTY  
CITY OF NEENAH  
\_\_\_ TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024B \$\_\_\_\_\_

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, 20\_\_\_, 2024 \_\_\_% [\_\_\_\_\_]

[DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.]

[REGISTERED OWNER: \_\_\_\_\_]

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS (\$\_\_\_)

FOR VALUE RECEIVED, the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the [registered owner][Depository or its Nominee Name (the "Depository")] identified above (or to registered assigns), [on the maturity date identified above,] the principal amount identified above, [in installments of principal due on the dates and in the amounts provided on Schedule A attached hereto] and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. [interest rate method]

[Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States by the City Clerk.

Payment of each installment of principal hereof and interest hereon (except the last) shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date") and shall be paid by check or draft of the City mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk. The final installment of principal of and interest on this Note shall be payable only upon presentation and surrender hereof at the office of the City Clerk.]

[Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.]

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is [one of an issue of Notes aggregating the principal amount of \$\_\_\_\_\_, all of which are of like tenor, except as to denomination, interest rate [ , redemption provision] and maturity date,] issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of project costs of Tax Incremental Districts Nos. 9, 11, 12 and 13, as authorized by a resolution adopted on June 19, 2024, as supplemented by an Approving Certificate, dated \_\_\_\_\_, 2024 [(the "Approving Certificate") (collectively, the "Resolution")]. Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes [maturing on March 1, \_\_\_\_] are subject to redemption prior to maturity, at the option of the City, on March 1, \_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, [and if in part, from maturities selected by the City, [and within each maturity by lot,]] at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the

designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

[Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of \$100,000 or more. This Note may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

[This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent

duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof.]

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Neenah, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEENAH  
WINNEBAGO COUNTY, WISCONSIN

By: \_\_\_\_\_  
Jane B. Lang  
Mayor

(SEAL)

By: \_\_\_\_\_  
Charlotte Nagel  
City Clerk

COPY

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Neenah, Winnebago County, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

[SCHEDULE A

Principal Installments

(See Attached)]

COPY



**MEMORANDUM**

**To:** Members of the Finance and Personnel Committee  
**From:** Chairman Erickson *JE*  
**Date:** May 22, 2024  
**Re:** April Voucher Review

\*\*\*\*\*

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

1. April General Expenditure Voucher Nos. 1597 through 1647 (\$302,368.71) and 1558 through 1632 and 58345 through 58482 (\$2,527,342.97) and April payroll (\$1,675.72) for a combined total of \$2,831,387.40.
2. April Automated Transfers Nos. 1 through 65 totaling \$5,725,133.11.

I recommend their approval.

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

Attachments

**EXPENDITURE ABSTRACT FOR PERIOD APRIL 1 THROUGH APRIL 30, 2024**  
**EXPLANATION OF AUTOMATED TRANSFERS**

<b>Transfer No.</b>	<b>Transfer Date</b>	<b>Amount</b>	<b>Vendor</b>	<b>Purpose</b>	<b>Budget/Cost Center</b>
1	4/1/24	\$294,243.40	HEALTH PARTNERS	April Insurance Premium	FRINGE BENEFIT DIST.
2	4/1/24	\$1,543.03	DELTA DENTAL	Vision Premium	FRINGE BENEFIT DIST.
3	4/1/24	\$850.00	MISSIONSQUARE	457 Deferred Comp. Contributions	N/A
4	4/1/24	\$100.00	MISSIONSQUARE	Employee IRA Contributions	N/A
5	4/1/24	\$31,639.60	WISCONSIN DEPT OF REVENUE	State Withholding	FRINGE BENEFIT DIST.
6	4/2/24	\$2,496.76	BANCORP	FSA/HRA Debit Card Prefund	N/A
7	4/3/24	\$5,027.58	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
8	4/3/24	\$7,462.40	DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
9	4/4/24	\$612.00	ASSOCIATED TRUST	1st QTR of Annual Fee	N/A
10	4/5/24	\$396.62	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
11	4/5/24	\$2,193.12	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
12	4/8/24	\$4,457.05	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
13	4/9/24	\$4,197.48	BANCORP	FSA/HRA Debit Card Prefund	N/A
14	4/10/24	\$9,878.19	DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
15	4/10/24	\$2,101.45	QUADIENT	Postage	N/A
16	4/10/24	\$634.06	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
17	4/11/24	\$17,012.00	MISSIONSQUARE	457 Deferred Comp. Contributions	N/A
18	4/11/24	\$3,949.00	MISSIONSQUARE	Employee IRA Contributions	N/A
19	4/11/24	\$1,723.07	MIDAMERICA	FICA Alternative Plan #3121	N/A
20	4/11/24	\$53.00	COMMUNITY FIRST CU	FD Local 275 Conduit	N/A
21	4/11/24	\$6,485.20	COMMUNITY FIRST CU	FD Union Dues	N/A
22	4/11/24	\$1,756.28	ASSOCIATED BANK	Child Support	N/A
23	4/11/24	\$575,594.08	EMPLOYEE PAYROLL	ACH Direct Deposit	N/A
24	4/11/24	\$1,820.00	NATIONWIDE	457 Deferred Comp. Contributions	N/A
25	4/11/24	\$700.00	NATIONWIDE	Employee IRA Contributions	N/A
26	4/12/24	\$158,545.75	DEPARTMENT OF THE TREASURY	Employer/Employee Social Security Federal Withholding	FRINGE BENEFIT DIST.
27	4/12/24	\$2,588.08	ASSOCIATED BANK	Mar Bank Service Fee	N/A
28	4/12/24	\$5,488.87	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
29	4/12/24	\$902.42	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
30	4/12/24	\$2,114.07	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
31	4/15/24	\$1,900.00	WISCONSIN DEPT OF REVENUE	TIF Admin Fee	N/A
32	4/15/24	\$197,000.86	FOX VALLEY TECHNICAL COLLEGE	April Tax Settlement	N/A
33	4/15/24	\$1,654,070.38	NJSD	April Tax Settlement	N/A
34	4/15/24	\$987,186.08	WINNEBAGO COUNTY TREASURER	April Tax Settlement	N/A
35	4/15/24	\$31,330.02	WISCONSIN DEPT OF REVENUE	State Withholding	FRINGE BENEFIT DIST.
36	4/16/24	\$7,953.91	BANCORP	FSA/HRA Debit Card Prefund	N/A
37	4/17/24	\$6,067.60	DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
38	4/17/24	\$2,471.83	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
39	4/17/24	\$2,438.00	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
40	4/19/24	\$2,767.84	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
41	4/19/24	\$7,346.27	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
42	4/22/24	\$2,485.57	WISCONSIN DEPT OF REVENUE	March Sales Tax	N/A
43	4/22/24	\$250,000.00	ASSOCIATED BANK	Transfer to LGIP	N/A
44	4/23/24	\$8,875.33	BANCORP	FSA/HRA Debit Card Prefund	N/A
45	4/24/24	\$625.00	ASSOCIATED TRUST	1st QTR of Annual Fee	N/A
46	4/24/24	\$504.69	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
47	4/24/24	\$4,891.89	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
48	4/24/24	\$7,625.87	DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
49	4/25/24	\$22,787.00	MISSIONSQUARE	457 Deferred Comp. Contributions	N/A
50	4/25/24	\$3,924.00	MISSIONSQUARE	Employee IRA Contributions	N/A
51	4/25/24	\$2,324.59	MIDAMERICA	FICA Alternative Plan #3121	N/A
52	4/25/24	\$53.00	COMMUNITY FIRST CU	FD Local 275 Conduit	N/A
53	4/25/24	\$1,756.28	ASSOCIATED BANK	Child Support	N/A
54	4/25/24	\$527,073.85	EMPLOYEE PAYROLL	ACH Direct Deposit	N/A
55	4/25/24	\$1,820.00	NATIONWIDE	457 Deferred Comp. Contributions	N/A
56	4/25/24	\$700.00	NATIONWIDE	Employee IRA Contributions	N/A
57	4/26/24	\$373.26	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
58	4/26/24	\$2,591.52	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
59	4/26/24	\$141,101.13	DEPARTMENT OF THE TREASURY	Employer/Employee Social Security Federal Withholding	FRINGE BENEFIT DIST.
60	4/30/24	\$34,997.65	WISCONSIN DEPT OF REVENUE	State Withholding	FRINGE BENEFIT DIST.
61	4/30/24	\$1,517.96	BANCORP	FSA/HRA Debit Card Prefund	N/A
62	4/30/24	\$302,368.71	US BANK	2/26-3/25 P-Card Statement	N/A
63	4/30/24	\$225,741.35	WI EMPLOYEE TRUST FUNDS	Retirement Contribution	FRINGE BENEFIT DIST.
64	4/30/24	\$122,742.42	WE ENERGIES	Invoices	N/A
65	4/30/24	\$11,154.69	MERCHANT SERVICES	Debit Card/Credit Card Service Fee	N/A
<b>APRIL TOTAL</b>		<b>\$5,725,133.11</b>			

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AP Pymt Date	AP Pymt #	AP Vendor Name	AP Invoice #	AP Tran. Amount	AP Description 01	AP Description 02	Fund Description	Department Description
04/04/2024	1558	ASSOCIATED APPRAISAL CONSULTANTS	173650	3,041.67	APR SERVICES		General Fund	Community Development
04/04/2024	1562	GRAYMONT WESTERN LIME INC	35219778RI	5,278.02	HYDRATED LIME		Water	Other
04/04/2024	1565	MCMAHON	934310	3,872.90	2/4-3/2 SERVICES-BOOSTER	STATION	Water	Other
04/04/2024	1570	NEENAH MENASHA SEWERAGE COMMISSION	2024063	10,275.00	APR INTEREST PYMT-CW LOAN		Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024063	42,274.00	APR PRINCIPAL PYMT-CW LOAN	N	Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024063	14,281.00	APR PRINCIPAL PYMT-RE LOAN	N	Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024057	161,104.90	APR PLANT EXPENSE		Sewer Operating Utility	Sewer Operations
		NEENAH MENASHA SEWERAGE COMMISSION	2024063	2,570.00	APR INTEREST PYMT-RE LOAN		Sewer Capital Fund	Sewer Capital Costs
04/04/2024	1573	SOUNDOFF SIGNAL GSA	10366	11,295.28	LIGHTS/EQUIPMENT-SQ #7&#8		Capital Equipment Fund	Police
04/11/2024	1576	BAKER TILLY US LLP	BT2731665	6,400.00	MAR UTILITY AUDIT		Water	Other
04/11/2024	1579	BAKER TILLY US LLP	BT2735058	31,763.00	AUDIT SVCS THRU 3/31		General Fund	Finance
		DONALD HIETPAS & SONS INC	CN3-24 PAY #1	17,705.03	SAN CONSTR/BAYVIEW RD	RD	Sewer Capital Fund	Sewer Repair/Replacement
		FIRE APPARATUS & EQUIPMENT INC	CN3-24 PAY #1	149,079.94	WATER MAIN CONSTR/BAYVIEW		Sewer Capital Fund	Other
04/11/2024	1580	GRAYMONT WESTERN LIME INC	25696	3,282.72	P35 REPAIRS		Neenah Menasha Fire	Fire Department
04/11/2024	1581	MENASHA, CITY OF	35220191RI	4,726.26	HYDRATED LIME		Water	Other
04/11/2024	1586	MIRON CONSTRUCTION COMPANY INC	MAR 2024 COURT	5,229.78	MAR COURT FINES		Joint Municipal Court Fd	Administration Exp.
04/11/2024	1587	WESTWOOD INFRASTRUCTURE INC	2206800011	107,235.22	TRAINING CENTER SERVICES	THRU 3/31	Facility Improvement Fund	Police
04/11/2024	1592	WESTWOOD PROFESSIONAL SERVICES INC	1240302542	10,258.46	FEB DESIGN SERVICES S COM	MERCIAL ST	Streets,Utility,Sidewalks	Upgrades-City Initiated
04/11/2024	1593	WESTWOOD PROFESSIONAL SERVICES INC	1240301988	14,482.42	FEB PROF SERVICES DOUGLAS	WET POND	Storm Water Management	Sewer Repair/Replacement
04/11/2024	1594	WINNEBAGO COUNTY TREASURER	1240302017	5,160.10	FEB PROF SERVICES-REAL ES	TATE ACQ	Streets,Utility,Sidewalks	Upgrades-City Initiated
04/11/2024	1595	WIRTH + BAYNARD LAW OFFICES	MAR 2024 COURT	3,193.81	MAR COURT FINES	ON	Joint Municipal Court Fd	Administration Exp.
04/18/2024	1597	APPLETON SIGN COMPANY	2401441	9,807.97	DEC-FEB LEGAL FEES/MODERS		Liability Insurance	Liability Insurance
04/30/2024	1599	U S BANK	04-12-24	2,620.00	DEC-FEB LEGAL FEES/MINKS		Liability Insurance	Liability Insurance
		U S BANK	04-12-24	2,571.50	SIGNS-TRAINING CENTER (DE	POSIT)	Facility Improvement Fund	Police
		U S BANK	04-12-24	14,234.46	LEVENHAGEN OIL CORPORATI	LEAD FREE/4511 GALLONS	Fleet Management	Information Systems
		U S BANK	04-12-24	6,976.00	CDW GOVT #PX05218	IBM HW MAINT	Information Systems	Information Systems
		U S BANK	04-12-24	4,440.00	CDW GOVT #PX05218	IBM SW MAINT	Information Systems	Information Systems
		U S BANK	04-12-24	25,183.81	COMPASS MINERALS AMER	ROAD SALT	General Fund	Land Maintenance
		U S BANK	04-12-24	12,944.58	LEVENHAGEN OIL CORPORATI	DIESEL/4006 GALLONS	Fleet Management	Police
04/18/2024	1598	ENERGY CONTROL & DESIGN INC	99234IN	4,800.00	BRIEFING ROOM REMODEL		Facility Improvement Fund	Municipal Facilities
04/18/2024	1599	ENVIROTECH EQUIPMENT	240022980	3,926.22	HYD CYL, SNAP RING, JOY S	TICK	Fleet Management	Other
04/18/2024	1600	GRAYMONT WESTERN LIME INC	35220462RI	5,108.62	HYDRATED LIME		Water	Municipal Facilities
04/18/2024	1604	MENASHA, CITY OF	MAR 2024 WRS	46,855.75	MAR RETIREMENT-MENASHA		Benefit Accrual Fund	Retirement & Taxes
04/18/2024	1608	NEENAH FOUNDRY COMPANY	146253	3,680.00	CASTINGS/FRAME/LIDS		Sewer Capital Fund	Sewer Repair/Replacement
		NEENAH FOUNDRY COMPANY	146253	11,074.00	DET WARNING PLATES		Streets Utility,Sidewalks	Upgrades-City Initiated
		NEENAH FOUNDRY COMPANY	146253	11,526.00	DET WARNING PLATES		Streets Utility,Sidewalks	Sidewalks / Trials
		NEENAH FOUNDRY COMPANY	146253	33,040.00	CASTINGS/FRAMES/LIDS		Sewer Capital Fund	Sewer Repair/Replacement
		NEENAH FOUNDRY COMPANY	146253	42,435.00	CASTINGS/FRAMES/LIDS		Storm Water Management	Sewer Repair/Replacement
04/18/2024	1612	SECURIAN FINANCIAL GROUP INC	MAY 2024 2832L	5,666.82	MAY INSURANCE		Benefit Accrual Fund	Insurance
04/18/2024	1615	WINNEBAGO COUNTY TREASURER	LF133276	31,288.13	MAR LANDFILL CHARGES		General Fund	Sanitation
04/25/2024	1616	CARRICO AQUATIC RESOURCES INC	20241761	19,000.00	SUMMER WATER MGMT	AGREEMENT	General Fund	Independent Programs
04/25/2024	1617	ELEXCO INC	83805	10,250.00	BELL TRAFFIC LIGHT CONNEC	TION	Streets,Utility,Sidewalks	General Resurfacing
04/25/2024	1618	ELEXCO INC	83805	13,630.00	BELL TRAFFIC LIGHT CONNEC	TION	Capital Equipment Fund	Information Systems
04/25/2024	1619	GRAYMONT WESTERN LIME INC	99314IN	2,187.75	MAINTENANCE AGRMT - MECHA	NICAL	General Fund	Municipal Facilities
04/25/2024	1623	LAFORCE INC	35220774RI	5,009.40	HYDRATED LIME		Water	Other
04/25/2024	1628	PARAGON DEVELOPMENT SYSTEMS	1246414	2,001.18	LOCKSETS, STRIKES-MEM GS		General Fund	Parks
04/25/2024	1629	PRECISION INSTALLATIONS INC	15219635	6,096.00	HP 600 G9 DESKTOPS(8)		Capital Equipment Fund	Information Systems
04/25/2024	1629	PRECISION INSTALLATIONS INC	34018	2,585.00	SETINA BARRIERS/SEATS-SQ	7.8.26,27,33	Capital Equipment Fund	Police
04/25/2024	1629	PRECISION INSTALLATIONS INC	34019	2,585.00	SETINA BARRIER/SEATS-SQ	8	Capital Equipment Fund	Police
04/30/2024	1634	U S BANK	04-12-24	2,400.00	BADGER METER INC	LIC FEE THRU MARCH 2025	Water	Other
		U S BANK	04-12-24	3,354.00	AIRGAS - NORTH	CARBON DIOXIDE	Water	Other
		U S BANK	04-12-24	2,063.46	USABLUBOOK	LAB REAGENTS	Water	Other
		U S BANK	04-12-24	3,360.00	MIDWEST METER - JACKSON	1 1/2 INCH METERS	Water	Other
		U S BANK	04-12-24	2,138.40	CLIO COM 888-858-2546	2024 CLIO MANAGE LICENSES	Capital Equipment Fund	Information Systems
		U S BANK	04-12-24	4,259.00	DIAMOND VOGEL PAINT #207	FIELD PAINT	General Fund	Parks
		U S BANK	04-25-24	2,999.96	WG&R FURNITURE-APPLETO	RECLINERS	Neenah Menasha Fire	Fire Department
04/30/2024	1647	U S BANK	04-25-24	4,290.00	LAKESHORE RECYCLING SYST	MAR DUMPSTER PICKUP	General Fund	Sanitation

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AP Pymt Date	AP Pymt #	AP Vendor Name	AP Invoice #	AP Tran. Amount	AP Description 01	AP Description 02	Fund Description	Department Description
			04-25-24	6,320.16	HAWKINS INC	LPC-31	Water	Other
			04-25-24	5,676.78	RAY S TRANSMISSIONS	TRANSMISSION TRUCK #87	Water	Other
			04-25-24	2,179.05	THE MEDALCRAFT MINT, INC.	TENURE COIN AWARDS	General Fund	Police
			04-25-24	14,866.31	LEVENHAGEN OIL CORPORATI	DIESEL/4510 GALLONS	Fleet Management	
			04-25-24	4,978.55	MFG EDGE PUMPCATALOG.COM	SKYVIEW BACK UP PUMP	Sewer Capital Fund	Sewer Repair/Replacement
			04-25-24	2,405.00	KIESLER	GLOCK HANDGUNS	General Fund	Police
			04-25-24	3,719.57	HAWKINS INC	SODIUM PERMANGANATE	Water	Other
			04-25-24	2,177.19	GIH*GLOBALINDUSTRIALEQ	BENCH/PICNIC TABLE	Facility Improvement Fund	Police
			04-25-24	2,612.61	BEACON ATHL	BATTERS BOX PANELS	General Fund	
			04-25-24	12,674.67	LEVENHAGEN OIL CORPORATI	LEAD FREE/4004 GALLONS	Fleet Management	Land Maintenance
			04-25-24	24,344.94	COMPASS MINERALS AMER	ROAD SALT	General Fund	Other
			04-25-24	2,370.18	NORTHERN LAKE SERVICE- IN	LAB TESTS	Water	Sanitation
			04-25-24	6,226.74	LAKESHORE RECYCLING SYST	MAR COMMERCIAL PICKUP	General Fund	Insurance
			04-25-24	9,984.00	TCAW OCC HEALTH	MAR NURSE PRACTITIONER	Benefit Accrual Fund	Public Library
			04-25-24	3,060.69	BAKER-TAYLOR	BOOKS	General Fund	
			04-25-24	3,911.00	CANCEL OP REC		General Fund	Contracted Programs
			01/08-05/09	2,204.90	ZUMBA INSTRUCTOR PAYMENT		General Fund	Streets,Utility,Sidewalks
			PARCEL 13 TLE	3,000.00	PARCEL 13 TLE ACQUISITION		General Fund	Other
			3176991	800,330.00	PURCHASE OF 1730 DIXIE RD		TIF 13	Park & Rec Trust Exps
			131758	3,561.00	BENCH SLATS-GNP		TIF #12 Bridgwood	Other
			1245152	10,635.25	FEB SERVICES		Facility Improvement Fund	Police
			2150396	2,756.52	FRAMES, DOORS-RECONFIG		TIF #8	TIF Expenditures
			MAR 2024	2,688.69	ENVIRONMENTAL SVCS THRU		Neighborhood Inv Program	Community Development
			CN1-24 PAY #1	104,019.06	MAR NIFG PAYMENT		Sewer Capital Fund	Sewer Repair/Replacement
			CN1-24 PAY #1	129,495.64	SANITARY CONSTR/CEDAR ST		Sewer Capital Fund	Sewer Repair/Replacement
			680531H	22,190.75	SANITARY CONSTR/STEVENS		Facility Improvement Fund	Police
			680535H	33,513.33	AV EQUIPMENT-BUILDING EXP		Facility Improvement Fund	Police
			202400020017	2,832.03	AV EQUIPMENT-TRAINING		Water	Other
			INV0183	8,463.60	SODIUM HYPOCHLORITE		Facility Improvement Fund	Parks
			2210303	27,000.00	ACTIVATION FEE		TIF 13	Other
			MAR 2024 COURT	11,350.00	ENVIRON PHASE II SERVICES	THRU 3/8 INDUSTRIAL PK	Joint Municipal Court Fd	Administration Exp.
			290602	7,598.14	MAR COURT FINES		General Fund	City Wide Forestry Program
			2023CF000753	8,892.50	B&B TREES		Police Currency Evidence	
			221743	7,900.00	INVESTIGATION #23-016204	JULIE PUPP	Facility Improvement Fund	Police
			221734	51,630.52	FURNITURE-TRAINING CENTER		General Fund	Municipal Building
			4739	3,073.70	NEW OFFICE CHAIRS CITY HA		General Fund	Finance
			PAY #4	2,179.20	REPAIR OF SQ #10-ACCIDENT		General Fund	Other
			2150400	63,736.10	CONSTR SERV THRU 3/20-	WEST SIDE BOOSTER STATION	Water	Public Works
			8931	3,422.00	RED LOT - TANK REMOVAL		Facility Improvement Fund	Sidewalks / Trails
			PARCEL 159 TLE	2,500.00	ARCHAEOLOGICAL REVIEW N P	ARK AVE SIDEWALK PROJECT	Streets,Utility,Sidewalks	Upgrades-City Initiated
			PARCEL 52 TLE	2,500.00	PARCEL 159 TLE ACQUISITIO	N COMMERCIAL ST PROJECT	Streets,Utility,Sidewalks	Upgrades-City Initiated
			13869	2,200.00	PARCEL 52 TLE ACQUISITION	COMMERCIAL ST PROJECT	Streets,Utility,Sidewalks	Upgrades-City Initiated
			INV01623	43,414.00	APR TRANSITLINK SERVICE		General Fund	Community Development
			4677	11,788.00	PAINTING		Facility Improvement Fund	Fire Department
			4986	12,415.85	MAGAZINE SUBSCRIPTIONS		General Fund	Public Library
			EVM20240517	14,889.03	MAR SHORELINE	IMPROVEMENTS	Facility Improvement Fund	Parks
			7667	3,236.31	RECONFIG MULTI ROOMS	SUPPLIES	Facility Improvement Fund	Police
			2ND/FREEDM MDWS	13,450.00	EVOLVE ANNUAL SUPPORT	MAINTENANCE	Capital Equipment Fund	Information Systems
			2ND/FREEDM MDWS	25,750.00	LASERFICHE SUBSCRIPTION 2	024	Capital Equipment Fund	Information Systems
			2ND/FREEDM MDWS	14,647.50	2ND ADD HFM SANITARY SEWE	R REIMB-OVERSIZE	Sewer Capital Fund	Sewer Repair/Replacement
			2ND/FREEDM MDWS	56,971.65	2ND ADD HFM NET PUBLIC ST	ORM SEWER FUNDED	Storm Water Management	Sewer Repair/Replacement
				2,602,610.23				