



BOARD OF SUPERVISORS MEETING AMENDED

Wednesday, July 16, 2025 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, July 2, 2025 Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of **2 minutes** per person. **Public comment is not permitted outside of this public comment period.** **Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the June 2025 Winnebago County Tonnage Report
- B. Distribution of the 2024 RUG Recycling Program Financial Report from Winnebago County Solid Waste Management Board with projected 2025 Recycling Revenues.

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Winnebago County Sheriff's Department – Public Concerns and Issues
- B. Larsen/Winchester Sanitary District Report
- C. Administrator's Report
- D. Chair & Supervisor Reports

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Town Board review & consideration of a Conditional Use Application submitted by Kendra Truckely for a proposed backyard chickens accessory use located at 4521 Grandview Rd, specifically described as Tax ID #006-0944.
- B. Plan Commission Recommendation: Town Board review & consideration of a Conditional Use Application submitted by Brittany & Chris Voigt for a proposed commercial stable use located at 3411 Winnegamie Dr, specifically described as Tax ID #006-0042-02.

- C. Plan Commission Discussion: Town Board review & discussion on proposed changes to Division 3 (Allowable Land Uses) of Article 8 of the Town of Clayton Zoning Code of Ordinances.

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2025-007 A Resolution Approving an Intergovernmental Agreement to Satisfy Eligibility for a Recycling Consolidation Grant for Calendar Year 2026.
- B. Discussion/Action: Town Board review & consideration of Ordinance 2025-005 Amending the Zoning Code of the Town of Clayton Regarding Keeping of Chickens.
- C. Discussion/Action: Town Board review & consideration of an Easement Settlement and Release Agreement, and Driveway Easement Agreement related to Tax ID #006-0391-05 (2990 County Rd II).
- D. Discussion/Action: Town Board review & consideration of a Tax Increment Financing (TIF) Agreement between the Town and Trident Holdings LLC.
- E. Discussion/Action: Town Board review & consideration of a quote provided by Speedy Clean Inc for the installation of 18 feet of Cured in Place Pipe (CIPP) liner at 8386 State Rd 76 in the amount of \$5,332.50.

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Aug 6 & 20; Sept 3 & 17; Oct 1 & 15
- B. Plan Commission (6:30 pm start unless otherwise noted) - Aug 13; Sept 10; Oct 8

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

1. The Town Hall Posting Board – 8348 Hickory Ave, Larsen, WI 54947
2. The Town's Web Page: --



BOARD OF SUPERVISORS MEETING

Wednesday, July 02, 2025 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER – Chair Geise called the meeting to order at 6:30 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson
 Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Fietzer
 Attorney LaFrombois

PUBLIC HEARING(S) AND/OR PUBLIC INFORMATION MEETINGS

- A. Town of Clayton Board of Supervisors Public Hearing on a request from the Clayton Sanitary District #1 Commission to modify the boundaries of Clayton Sanitary District #1 by the addition of Tax ID #006-0632.

PUBLIC HEARING CLOSED AT 6:33 PM

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, June 18, 2025 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Minutes of the Wednesday, June 18, 2025 Town Board Meeting.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA – NONE

CORRESPONDENCE

- A. Distribution of the June 2025 Building Inspection Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report

- E. Administrator's Report
- F. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. Renewal - Melissa Larsen, The ReMixx
- B. Renewal - Kayla Fritsch, The Woodshed

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2025-006 Modifying the Boundaries of Clayton Sanitary District #1.

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Grundman to approve Resolution 2025-006 and direct Staff to post and publish as required.

Voting Yea: Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

Motion carried 5-0.

- B. Discussion/Action: Town Board review & consideration of Ordinance 2025-005 Amending the Zoning Code of the Town of Clayton Regarding Keeping of Chickens.

ITEM SET ASIDE UNTIL THE JULY 16, 2025 MEETING FOR REVISIONS

- C. Discussion/Action: Town Board review & consideration of Ordinance 2025-006 Amending the Ordinance Establishing All-Terrain & Utility-Terrain Vehicle Routes.

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Lettau to approve Ordinance 2025-006 and direct Staff to post and publish as required.

Voting Yea: Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

Motion carried 5-0.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - July 16; Aug 6 & 20; Sept 3 & 17
- B. Plan Commission (6:30 pm start unless otherwise noted) - July 9; Aug 13; Sept 10

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 7:05 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2025 RECYCLING TONNAGE REPORT**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD	
	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	
001	T. Algoma	64.10	34.34	39.99	41.09	45.98	44.27						269.77	T. Algoma
002	T. Black Wolf	21.21	17.29	16.94	18.97	26.25	19.69						120.35	T. Black Wolf
003	T. Clayton	32.22	29.62	33.53	36.01	36.70	37.20						205.28	T. Clayton
004	V. Fox Crossing	119.59	82.63	99.67	113.34	114.59	102.28						632.10	V. Fox Crossing
005	T. Neenah	29.20	30.96	36.68	25.81	33.18	27.11						182.94	T. Neenah
006	T. Nekimi	10.28	8.29	8.90	10.71	9.53	8.94						56.65	T. Nekimi
008	T. Omro	9.81	8.11	10.97	7.02	12.09	11.72						59.72	T. Omro
013	T. Vinland	11.96	9.62	13.12	18.47	15.12	13.86						82.15	T. Vinland
014	T. Winchester	16.40	11.56	12.21	11.97	14.52	14.96						81.62	T. Winchester
015	T. Winneconne	26.60	18.26	18.39	21.98	34.03	26.11						145.37	T. Winneconne
016	T. Wolf River	9.51	4.80	6.47	6.11	7.81	10.48						45.18	T. Wolf River
017	V. Winneconne	18.98	15.42	14.80	13.92	18.32	12.45						93.89	V. Winneconne
018	C. Menasha	131.18	77.49	117.63	120.69	100.23	132.58						679.80	C. Menasha
019	C. Neenah	169.09	131.53	149.20	171.61	180.26	164.84						966.53	C. Neenah
020	C. Omro	29.79	16.95	18.62	19.11	20.19	21.35						126.01	C. Omro
021	C. Oshkosh	315.79	254.82	291.80	333.34	384.65	351.73						1932.13	C. Oshkosh
	Other SS	278.51	173.11	265.54	244.17	282.10	229.55						1472.98	Other SS
	TOTAL TONS	1294.22	924.80	1154.46	1214.32	1335.55	1229.12						7152.47	TOTAL TONS

	Population	SS lbs./person		Population	SS lbs./person		Population	SS lbs./person
T. Algoma	6,867	78.57	T. Omro	2,413	49.50	C. Menasha	18,662	72.85
T. Black Wolf	2,429	99.09	T. Vinland	1,754	93.67	C. Neenah	27,611	70.01
T. Clayton	4,525	90.73	T. Winchester	1,783	91.55	C. Omro	3,624	69.54
V. Fox Crossing	19,285	65.55	T. Winneconne	2,647	109.84	C. Oshkosh	67,245	57.47
T. Neenah	3,664	99.86	T. Wolf River	1,214	74.43			
T. Nekimi	1,324	85.57	V. Winneconne	2,514	74.69	Total	167561	67.79

*Population updated on 1/31/24 from Dept. of Admin. "January 1, 2024 Final Population Estimates"

https://doa.wi.gov/DIR/Final_Ests_Muni_2024.pdf

https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

** Other SS - in 2017 include all direct haul to OC (City Disposal, etc.)

KATHRYN HUTTER
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



LANDFILL/ADMINISTRATION Item B.
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Winnebago County

Solid Waste Management Board

The Wave of the Future

July 9, 2025

Winnebago County
Signing Municipalities

RE: 2024 RUG Recycling Program Financial Report

Enclosed, you will find the Winnebago County Solid Waste Management Single-Stream Material Recovery Facility, Income Statement, December 31, 2024. We presented the enclosed Income Statement at the June 4, 2025, SWMB Meeting and the SWMB discussed/approved the following:

- Overall, recycling commodity revenues were up substantially through 2024. Commodity Pricing was on average, \$44/ton more than the previous year.
- Market demand and pricing for recovered cardboard and paper started to increase in January 2024 and increased throughout the year. Recovered cardboard and paper materials are 60% of Tri-County Recycling Facility's commodity, which allowed us to recover higher revenues than the previous year.
- Overall MRF expenses were higher and spread across fewer tons. The system lost approximately 25,000 tons, equivalent to 23% of all inbound materials due to GFL's organizational decision to build their own MRF near Horicon.
- The \$7.50/ton Signing Municipality recycling tipping fee (set in mid-2023 during the County/SWMB Budget Workshop) fell short of covering 2024 Signing Municipality program costs. The Signing Municipality deficit is \$79,062 (~\$7.09/ton).
- The County had a surplus in 2024, due primarily to Tri-County Recycling's commercial customer accounts with tonnages and revenues that are shared by BOW Counties and the County's ability to set market-based tipping fees for commercial and non-Signing Municipal tonnages. The County surplus is \$70,414.
- The SWMB has approved a motion to absorb the Signing Municipalities' 2024 deficit, with the understanding that a minimal Signing Municipal tipping fee increase will be considered in the 2026 Budget.

Sincerely,

Cassie Stadtmueller

Operations Manager

Encl.
CJS/kjh

**Winnebago County Solid Waste Management
Single-Stream Material Recovery Facility
Income Statement December 31, 2024
Presented to SWMB, June 4, 2025**

Municipal Surplus/Deficit Summary**Estimated Tonnage Thru December 2024**

		Actual	Budgeted
\$ 27.04	Municipal Revenue per ton	11,158	12,000
\$ 34.13	Municipal Expense per ton	3,279	3,000
\$ (7.09)	Municipal Surplus/(Deficit) per ton	14,437	15,000

	Budget Total	Actual Total	Signing Municipalities	County
Revenue				
Commodity Revenue	\$ 605,000	\$ 183,177	\$ 141,574	\$ 41,603
Commodity Revenue (Shared BOW)	-	128,800	-	128,800
SSR Revenue (RU tip fees)	60,000	56,363	43,562	12,801
Cost Share (Outagamie County) SS Hauling	148,000	136,599	105,575	31,024
Cost Share (Outagamie County) Compactor	15,000	12,523	9,679	2,844
Holiday Light Recycling	-	1,370	1,370	-
Total Revenue	\$ 828,000	\$ 518,833	\$ 301,761	\$ 217,072

	Budget Total	Actual Total	Signing Municipalities	County
Expenses				
Labor Costs	\$ 297,535	\$ 270,508	\$ 209,070	\$ 61,437
Travel	1,370	1,310	1,012	297
Office	4,550	2,470	1,909	561
Operating Expenses	12,675	9,956	7,695	2,261
Education/Advertising	3,400	3,351	2,590	761
Repairs	31,700	18,402	14,223	4,179
Utilities	7,600	6,993	5,405	1,588
Contracts	201,051	178,215	110,882	67,334
Miscellaneous	2,075	2,075	1,604	471
Debt Service	-	-	-	-
Depreciation	45,000	34,201	26,433	7,768
Total Expenses	\$ 606,956	\$ 527,481	\$ 380,823	\$ 146,659

Net Surplus/(Deficit)	\$ 221,044	\$ (8,648)	\$ (79,062)	\$ 70,414
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Tonnage Thru December 2024

	Actual	Budget
Tonnage Thru December 2023	11,158	12,000
County	3,279	3,000
Total	14,437	15,000

Winnabago County Solid Waste Management
Single Stream Recycling Program Surplus/(Deficit)

Year	Net Surplus/(Deficit)		
	Total	County	Signing Muni's
1995	891,709	254,209	637,500 (1)
1996	(106,122)	(53,612)	(52,510) (1)
Reduce Debt Funding	(584,990)	-	(584,990)
1997	68,362	6,808	61,554 (2)
1998	47,847	(33,250)	81,097 (2)
1999	(114,586)	(44,747)	(69,839) (2)
2000	234,571	30,246	204,325 (2)
2001	(93,822)	(26,249)	(67,574)
2002	37,144	(31,004)	68,149 (2)
Reduce Debt Funding	(158,469)	-	(158,469) (3)
2003	63,099	13,199	49,900 (2)
2004	471,432	85,786	385,646 (2)
2005	389,568	41,489	348,079
2006	238,580	55,643	182,937
Refund Portion of Surplus	(523,047)	-	(523,047) (4)
2007	252,971	49,451	203,520
Refund Surplus	(766,278)	-	(766,278) (5)
2008	469,656	44,236	425,420 (6)
2009	(28,459)	(142,690)	114,231
Refund Surplus	(539,651)	-	(539,651) (6)
2010	109,394	(221,493)	330,887 (7)
Refund Surplus	(330,887)	-	(330,887) (7)
2011	780,911	(171,470)	952,381 (8)
Refund Surplus	(780,911)	-	(780,911) (8)
Signing Munis Vote to Offset County 2011 Deficit	-	171,470	(171,470) (9)
2012	194,445	(160,614)	355,059 (10)
Signing Munis Vote to Offset County 2012 Deficit	-	160,614	(160,614) (11)
2013	77,384	(112,265)	189,649 (12)
Signing Munis Vote to Offset County 2013 Deficit	-	112,265	(112,265) (13)
2014	139,490	(3,956)	143,446 (14)
Refund Surplus	(139,490)	3,956	(143,446) (15)
2015	(91,082)	(136,406)	45,324 (16)
Refund Surplus	91,082	136,406	(45,324) (17)
2016	195,723	51,906	143,817 (18)
Refund Surplus	(195,723)	(51,906)	(143,817) (19)
2017	535,224	271,431	263,793 (20)
Refund Surplus	(535,224)	(271,431)	(263,793) (21)
2018	36,093	(50,925)	87,018 (22)
Signing Munis Vote to Offset County 2018 Deficit	-	50,925	(50,925) (23)
2019	(123,485)	(70,377)	(53,109) (24)
2020	(5,899)	(4,378)	(1,521) (25)
2021	892,636	538,736	353,900 (26)
Refund Surplus	(892,636)	(538,736)	(353,900) (27)
2022	330,891	275,756	55,135 (28)
Refund Surplus	(330,891)	(275,756)	(55,135) (29)
2023	9,946	6,457	(54,512) (30)
County to Offset Signing Municipality 2023 Deficit	(9,946)	(54,512)	54,512 (30)
2024	(8,648)	70,414	(79,062) (31)
County to Offset Signing Municipality 2024 Deficit	(8,648)	(70,414)	(79,062) (31)
Total Net Surplus/(Deficit)	189,263	(94,788)	95,168

- (1) Used to reduce debt funding for second expansion in 1996 as authorized.
- (2) Excess commodity revenue was reserved for tipping fee stabilization as authorized.
- (3) Used to pay off all remaining debt.
- (4) 2005 - 2006 Refunded surplus \$523,047.
- (5) 1997 - 2004 and 2007 Refunded surplus 766,278.
- (6) 2008 - 2009 Refunded surplus \$539,651.
- (7) 2010 - Refunded surplus \$330,887.
- (8) 2011 - Refunded surplus \$780,911.
- (9) 2011- County maintain \$171,470 to cover deficit.
- (10) 2012 - Surplus revenues \$355,059.
- (11) 2012- County maintain \$160,614 to cover deficit. Refunded \$194,445.
- (12) 2013 - Surplus revenues \$189,649.
- (13) 2013 - County to maintain \$112,265 to offset deficit. Refunded \$77,384.
- (14) 2014 - Surplus revenues \$143,446.
- (15) 2014 - Refunded surplus \$143,446.
- (16) 2015 - Surplus revenues \$45,324.
- (17) 2015 - Refunded surplus \$45,324.
- (18) 2016 - Surplus revenues \$143,817.
- (19) 2016 - Refunded surplus \$143,817.
- (20) 2017 - Surplus revenues \$263,793.
- (21) 2017 - Refunded surplus \$263,793.
- (22) 2018 - Surplus revenues \$87,018.
- (23) 2018 - County to maintain \$50,925 to offset deficit. Refund \$36,903.
- (24) 2019 - No surplus revenues available to distribute. SWMB will absorb the Signing Municipality deficit and the County deficit. 7/1/2020
- (25) 2020 - No surplus revenues available to distribute. SWMB will absorb the Signing Municipality deficit and County deficit. 6/16/2021
- (26) 2021 - Surplus revenues \$538,735.
- (27) 2021 - Refund surplus \$353,900.
- (28) 2022 - Surplus revenue \$892,636
- (29) 2022 - Refund Surplus \$353,900
- (30) 2023 - No surplus revenues available to distribute. SWMB will absorb the Signing Municipality deficit. 7/17/24
- (31) 2024 - No surplus revenue available to distribute. SWMB will absorb the the Signing Municipal deficit. 6/4/25

*2016 County \$51,906 to be allocated to reserve fund per the SWMB 4/5/2017.

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2024 RECYCLING TONNAGE REPORT**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD	
	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	
T. Algoma	48.78	57.51	55.09	38.92	44.79	36.13	37.57	66.86	44.27	40.89	39.64	40.76	551.21	T. Algoma
T. Black Wolf	16.36	20.52	14.97	17.86	25.28	20.77	21.84	25.71	16.49	19.73	21.19	19.38	240.10	T. Black Wolf
T. Clayton	41.50	27.60	27.02	39.08	35.49	34.07	42.28	31.18	34.87	35.03	31.91	47.84	427.87	T. Clayton
V. Fox Crossing	118.23	100.41	96.94	101.86	124.54	85.16	102.46	112.97	103.37	116.14	100.60	106.42	1269.10	V. Fox Crossing
T. Neenah	28.08	25.51	21.28	22.03	33.46	28.36	19.74	31.07	25.68	31.56	28.61	27.39	322.77	T. Neenah
T. Nekimi	9.23	6.70	6.89	8.52	11.21	8.04	11.24	8.47	6.37	8.56	8.11	7.91	101.25	T. Nekimi
T. Omro	12.75	7.45	7.95	11.16	9.44	9.60	10.80	8.49	10.13	6.84	8.51	12.49	115.61	T. Omro
T. Vinland	17.76	12.31	11.17	16.82	14.70	14.12	18.22	15.67	11.54	14.82	13.68	16.92	177.73	T. Vinland
T. Winchester	12.58	11.94	11.73	3.66	13.88	11.88	10.29	17.24	11.61	12.12	14.28	16.58	147.79	T. Winchester
T. Winneconne	17.27	21.21	20.41	15.06	10.94	15.36	12.25	21.75	17.69	11.94	2.41	7.20	173.49	T. Winneconne
T. Wolf River	9.05	6.95	6.25	5.86	7.21	7.76	9.41	8.23	6.46	6.66	7.87	3.51	85.22	T. Wolf River
V. Winneconne	13.28	13.59	14.89	11.72	17.61	16.22	15.39	10.32	9.80	17.81	11.25	19.26	171.14	V. Winneconne
C. Menasha	136.60	81.09	104.30	112.07	96.12	135.77	101.71	132.33	81.69	129.39	87.86	128.46	1327.39	C. Menasha
C. Neenah	182.85	151.44	151.85	174.66	184.49	169.47	191.95	169.90	164.97	167.99	165.15	173.95	2048.67	C. Neenah
C. Omro	12.75	21.42	21.10	18.48	20.55	20.97	21.16	29.05	18.55	17.15	17.16	17.55	235.89	C. Omro
C. Oshkosh	337.77	294.93	284.63	320.91	332.79	318.26	347.11	327.87	288.28	292.91	300.47	317.28	3763.21	C. Oshkosh
Other SS	257.02	235.29	276.81	333.12	340.33	241.23	295.38	345.89	226.42	153.55	241.54	332.44	3279.02	Other SS
TOTAL TONS	1271.86	1095.87	1133.28	1251.79	1322.83	1173.17	1268.80	1363.00	1078.19	1083.09	1100.24	1295.34	14437.46	TOTAL TONS

	Population	SS lbs./person		Population	SS lbs./person		Population	SS lbs./person
T. Algoma	6,939	158.87	T. Omro	2,375	97.36	C. Menasha	18,576	142.91
T. Black Wolf	2,422	198.27	T. Vinland	1,757	202.31	C. Neenah	27,560	148.67
T. Clayton	4,394	194.75	T. Winchester	1,784	165.68	C. Omro	3,629	130.00
V. Fox Crossing	19,113	132.80	T. Winneconne	2,637	131.58	C. Oshkosh	66,986	112.36
T. Neenah	3,669	175.94	T. Wolf River	1,210	140.86			
T. Nekimi	1,325	152.83	V. Winneconne	2,519	135.88	Total	166,895	133.72

KATHRYN HUTTER
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



LANDFILL/ADMINISTRATION Item B.
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Winnebago County

Solid Waste Management Board

The Wave of the Future

MEMORANDUM

DATE: July 9, 2025

TO: Winnebago County Signing Municipalities

FROM: Cassie Stadtmueller, Operations Manager
cstadtmueller@winnebago-county-wi.gov

RE: 2025 Projected Recycling Revenues

The Winnebago County Solid Waste Department, in partnership with Outagamie County Recycling & Solid Waste and Brown County Port & Resource Recovery, reports the following 2025 Projected Recycling Revenues:

First quarter 2025 commodity prices are up approximately \$22 per ton from first quarter 2024. First quarter tonnages through the BOW System are down approximately 18%, primarily attributed to GFL moving materials to their new MRF located in Horicon.

The addition of robotics helps us reduce labor costs and produce an overall cleaner end product for plastic recyclers. With the install of robots, we were able to adjust the headcount from 26 sorters per shift to 21 sorters. We also had an increase of 1.08% of PET material collected, which puts us on track for an extra 756 tons, which is equivalent to 38 additional semi-loads in 2025. Year to date, we have not received any contamination deductions for any of the materials sorted by the robots.

Winnebago County Signing Municipal tonnage through June 2025 is similar to the same timeframe in 2024. Commodity values can change dramatically with material supply and demand, but as it appears now, 2025 will likely be another year with minimal to no surplus for distribution.

The 2026 Recycling tipping fee will be under consideration as we develop our budget. While we recommended a \$2.50/ton increase for the Signing Municipal rate to our Solid Waste Management Board, the final decision is made by the County Executive/County Board during the 2026 budget deliberations.

CS/kh

MEMORANDUM

Business Referred by Plan Commission

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a Conditional Use Application submitted by Kendra Truckely for a proposed backyard chickens accessory use located at 4521 Grandview Rd, specifically described as Tax ID #006-0944.

SUGGESTED MOTION(S):

*Motion and **ROLL CALL** to approve the Conditional Use Application submitted by Kendra Truckely with the seven (7) listed Plan Commission recommended conditions.*

Re: Town Board review & consideration of a Conditional Use Application submitted by Brittany & Chris Voigt for a proposed commercial stable use located at 3411 Winnegamie Dr, specifically described as Tax ID #006-0042-02.

SUGGESTED MOTION(S):

*Motion and **ROLL CALL** to deny the Conditional Use Application submitted by Brittany & Chris Voigt.*

Re: Town Board review & discussion on proposed changes to Division 3 (Allowable Land Uses) of Article 8 of the Town of Clayton Zoning Code of Ordinances.

DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN

Respectfully Submitted
Kelsey



PLAN COMMISSION

Wednesday, July 09, 2025 – 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER – Chair Knapinski called the meeting to order at 6:30 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Chair Knapinski
 Commissioner Haskell
 Commissioner Nemecek
 Commissioner Haase
 Commissioner Ketter
 Commissioner Hopkins
 Town Board Rep. Christianson

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Code Administrator Kamke
 Attorney LaFrombois

PUBLIC HEARING(S) AND/OR PUBLIC INFORMATION MEETINGS

- A. Plan Commission Public Hearing on a Conditional Use Application submitted by Kendra Truckely for a proposed backyard chickens accessory use located at 4521 Grandview Rd, specifically described as Tax ID #006-0944.

NO COMMENTS RECEIVED - PUBLIC HEARING CLOSED AT 6:33 PM

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, June 11, 2025 Plan Commission Meeting

MOTION

Motion made by Commissioner Haskell, **Seconded** by Commissioner Nemecek to approve the Minutes of the Wednesday, June 11, 2025, Plan Commission Meeting as presented.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Haase, Commissioner Ketter, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 7-0.

OPEN FORUM – Public comments addressed to the Plan Commission

Andy Rossmeissl, 3333 S White Birch Ln, Appleton, requested that the Conditional Use Application submitted by his clients, Brittany & Chris Voigt, be adjourned for at least 30 days to provide any outstanding items and/or approvals for Town review.

CORRESPONDENCE

- A. Distribution of the June 2025 Building Inspection Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Administrator's Report

BUSINESS

- A. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Application submitted by Kendra Truckely for a proposed backyard chickens accessory use located at 4521 Grandview Rd, specifically described as Tax ID #006-0944.

MOTION

Motion made by Commissioner Nemecek, **Seconded** by Commissioner Hopkins to recommend approval of the Conditional Use Application submitted by Kendra Truckely with the following conditions:

1. The number of chickens shall be limited to six (6) as this is the standard number allowed.
2. No roosters shall be allowed per the Town's Zoning Code Sec. 9.08-444 - Backyard Chickens.
3. Chickens shall not be kept on the property for commercial purposes.
4. The slaughter of chickens for commercial use on the premises is prohibited.
5. Chickens shall be provided with a covered enclosure and be required to be kept in the covered enclosure or a fenced enclosure at all times.
6. The chicken enclosure shall be located at least 25 feet from any residential structure on an adjacent lot.
7. The owner, operator, or tenant shall register the premises where chickens are kept with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCAP) as required by state law and maintain such registration for so long as may be required.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Haase, Commissioner Ketter, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 7-0.

- B. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Application submitted by Brittany & Chris Voigt for a proposed commercial stable use located at 3411 Winnegamie Dr, specifically described as Tax ID #006-0042-02.

MOTION

Motion made by Commissioner Nemecek, **Seconded** by Commissioner Haskell to recommend denial of the Conditional Use Application submitted by Brittany & Chris Voigt.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Haase, Commissioner Hopkins, Town Board Rep. Christianson

Voting Nay: Commissioner Ketter

Motion carried 6-1.

- C. Review/Discussion: Plan Commission review & discussion on proposed changes to Division 3 (Allowable Land Uses) of Article 8 of the Town of Clayton Zoning Code of Ordinances.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

UPCOMING MEETING ATTENDANCE

- A. Plan Commission (6:30 pm start unless otherwise noted) - Aug 13; Sept 10; Oct 8
- B. Town Board (6:30 pm start unless otherwise noted) - July 16; Aug 6 & 20; Sept 3 & 17

ADJOURNMENT

MOTION

Motion made by Commissioner Haskell, **Seconded** by Commissioner Nemecek to adjourn at 7:59 pm.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Haase, Commissioner Ketter, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 7-0.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review and consideration of Resolution 2025-007 A Resolution Approving an Intergovernmental Agreement to Satisfy Eligibility for a Recycling Consolidation Grant for Calendar Year 2026.

Included is a draft copy of Resolution 2025-007. Staff is requesting approval of the Resolution to be able to participate in the Recycling Consolidation Grant Program. This approval is routine in the DNR's Recycling Grant Application process.

SUGGESTED MOTION(S):

*Motion **AND ROLL CALL** to approve Resolution 2025-007 and direct staff to submit the approved Resolution to the Winnebago County Solid Waste Management Board.*

If you have any questions about this information, please call or email me.

Respectfully Submitted
Kelsey

KATHRYN HUTTER
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



LANDFILL/ADMINISTRATION Item A.
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Winnebago County

Solid Waste Management Board

The Wave of the Future

DATE: July 9, 2025
TO: Contracted Responsible Units
FROM: Kelly Reyer – Education & Outreach Specialist
RE: WDNR Recycling Consolidation Grant 2026 Cooperative Agreement

Enclosed you will find the **Intergovernmental Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026**. Winnebago County Solid Waste will develop and provide your office with printed copies of the 2025 Winnebago County Waste & Recycling Guide later this year so that you may qualify for the WDNR Recycling Consolidation Grant Funds. Additionally, our department has developed *The ABC's of Recycling Right*, a book that can be shared as a PDF document as well as a link to view and share [online](#). As a partner of Tri-County Recycling, Winnebago County will continue to co-fund and promote the Waste Wizard Material Search Engine & Betterbin smartphone recycling app, along with distributing business cards for these tools. Residents can access the Waste Wizard at: www.recyclemoretricity.org/waste-wizard/ or www.winnebago-county-solid-waste.com, and the Betterbin app can be downloaded in any app store.

Please route the enclosed document for approval/signature and return via email or mail to me by Friday, August 22, 2025. If you would like a Word document version instead of PDF, please let us know.

Note: The City of Neenah and City of Oshkosh pre-qualify for this grant due to population and are not included in this consolidation agreement.

Please contact Kelly Reyer at 920-232-1802 or email KReyer@winnebago-county-wi.gov if you have any questions.

KR

S:\Landfill\52811 Recycling Programs\811 RUGs\DNR Recycling Consolidation Grant\2026

**Town of Clayton, Winnebago County, State of Wisconsin
Resolution 2025-007
Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling
Consolidation Grant for Calendar Year 2026**

This agreement is made by and between the Cities of Menasha and Omro, the Villages of Fox Crossing and Winneconne, and Towns of Algoma, Black Wolf, Clayton, Neenah, Nekimi, Omro, Vinland, Winchester, Winneconne, and Wolf River, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the "Responsible Units" or "RUs") for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2026 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Winnebago County produced the 2025 Winnebago County Waste & Recycling Guide and the *ABC's of Recycling Right* book; and

WHEREAS Winnebago County partnered with Brown and Outagamie Counties, collectively known as Tri-County Recycling, to fund, host, and promote the Waste Wizard Material Search Engine tool and a smartphone recycling app developed by Betterbin; and

WHEREAS the Winnebago County Waste & Recycling Guide, the Waste Wizard Material Search Engine, and the Betterbin smartphone app provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

IT IS THEREFORE AGREED THAT the above listed RUs have and will make available to its residents the 2025 Winnebago County Waste & Recycling Guide, the *ABC's of Recycling Right* book, and Tri-County Recycling's Waste Wizard Material Search Engine & Betterbin smartphone app, recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Ordinance 2025-005 Amending the Zoning Code of the Town of Clayton Regarding Keeping of Chickens.

After receiving the suggestions from the Board at the July 2, 2025, meeting, Staff is presenting a revised copy of Ordinance 2025-005. Redline and clean copies are included so all proposed changes are clearly identifiable.

SUGGESTED MOTION(S):

*Motion and **ROLL CALL** to approve Ordinance 2025-005 and direct Staff to post and publish as required.*

If you have any questions about this information, please call or email me.

Respectfully Submitted
Kelsey

ORDINANCE 2025-005

AN ORDINANCE AMENDING ZONING CODE OF THE TOWN OF CLAYTON REGARDING KEEPING OF CHICKENS

The Town Board of Supervisors of the Town of Clayton do ordain as follows:

Section 1. That Chapter, ANIMALS, **Keeping of Chickens.**, is hereby created to read as follows:

§ 1.1 Keeping of Chickens.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CHICKEN - Shall mean a hen or pullet (female) or a rooster (male).

CHICKEN TRACTOR - A movable chicken coop lacking a floor.

HEN – Shall mean a female chicken (hen or pullet)

HENHOUSE/COOP - A structure where female chickens are kept.

ROOSTER - Shall mean a male chicken older than 3 months.

B. A permit under this section is required for the keeping of chickens and establishment of a henhouse for all districts where the use is allowed. Lands in the A-1 agribusiness zoning district, or lots in the A-2 general agriculture zoning district at or exceeding 5 acres, are exempt from this administrative chicken keeping permit requirement. An accessory structure built on these exempt lands may still require a building permit; please contact the Town for more information.

C. Permit.

1. A permit shall be issued only to the primary owner(s) of record of a single-family residence located in a residential district. The property owner/permittee shall reside on the premises regulated by the permit. The propagation of chickens for commercial purposes or for any activity or purpose not related to the personal purpose of the permit holder shall be prohibited.

2. The permit application shall include proof of registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection pursuant to Section 95.51, Wis. Stats.

3. The permit application shall include a diagram describing the location of the henhouse in relationship to lot boundaries as required by Article 7, Chapter 9, Division 13, of the Code. The Town Clerk or their designee shall review the plan with staff before issuing the permit.

~~4. All permits shall be issued for a term of one year, commencing with the first day of January of each year and terminating as of 12:00 midnight on December 31 of each year. Application for permits may be made from January 1 through March 31st of each year without a late fee. A permit that is not renewed shall be considered expired.~~

5. The permit information shall be attached to the henhouse, which shall include a name, permit number and an emergency contact telephone number.

6. Permit, ~~late fee and renewal~~ fees shall be paid in accordance with the fee schedule set by resolution of the Town Board of Supervisors.

8. A permit shall expire at such time as the permittee no longer maintains chickens at the permitted address.

9. Revocation. A permit may be revoked by the Town Clerk or their designee at the request of the Building Inspector, Fire Inspector, Fire Chief, Police Chief, Town Administrator, or any of their designees for the following reasons:

a. Failure to comply with any of the provisions of this section of the Code.

b. Where the keeping of chickens is determined to create a nuisance as defined by Chapter 218 of the Code.

c. Where it is determined that the keeping of chickens is detrimental to the life or health of an adjacent property owner. A written physician's report of a medical condition is proof that it would be detrimental.

d. Once revoked, a permit shall not be reissued for a ~~one~~ ~~two~~ year period.

11. Any applicant whose permit application has been denied or revoked under the provisions of this Ordinance shall have the right to appeal said denial.

12. Any permit holder who has his/her permit revoked must within 96 hours properly remove the chickens and henhouse from such property.

D. Standards for administrative chicken keeping permit issuance.

1. A total of ~~no more than~~ six (6) hens and/or pullets per lot shall be allowed under a granted permit within the A-2 general agriculture zoning district, provided the lot size of the A-2 lot is ~~less than 5 acres~~, ~~R-1 rural residential (non-subdivided) district~~, ~~R-2 suburban residential (subdivided) district~~, ~~R-3 two-family residential district~~, and ~~R-4 multi-family residential district~~.

2. Roosters shall be prohibited on any lot ~~when an administrative chicken keeping permit is required~~.

3. ~~On lands where an administrative chicken keeping permit is required~~, the slaughter of chickens shall be prohibited. ~~Exceptions to this may be made for humane reasons of injury or disease~~.

4. Chickens shall be housed within a detached structure used exclusively to keep hens. One henhouse shall be permitted per lot ~~in the A-2 general agriculture zoning district if the lot size of the A-2 lot is in excess of 5 acres~~, provided it ~~meets setbacks and that~~ the accessory buildings maximum floor area has not been met.

5. A henhouse shall be an enclosed, predator-proof structure that is adequately ventilated and sufficient in size to allow free movement of the fowl, and conform to Building Code requirements. An outdoor covered run may be permitted when attached to and made part of a henhouse.

6. Female chickens must be secured within a henhouse during non-daylight hours.

7. Female chickens may not roam free outside of a henhouse or enclosed run, or roam off of the permitted property. No dog or cat or other domesticated animal that kills a hen ~~chicken off of the permitted property~~ will, for that reason alone, be considered a dangerous or aggressive animal.

Section 6. That Chapter 330, Zoning, §330.08-444 **Backyard Chickens**, and the corresponding information contained in the most current version of the Land Use Matrix, is hereby amended to read as follows:

Line 17.04 of Exhibit 8-1 shall be amended to indicate ZP required under Review column, and the use is Permitted "P" in A-1, A-2, R-1, R-2, R-3, and R-4.

Conditional use allowances in R-8, I-1, and I-2 shall be struck and replaced with "-".

The notation of "[16]" shall be moved to after the ZP in the Review column, and Note 16 shall be struck and replaced with "16. An administrative chicken keeping permit is not required in the A-1 agribusiness district and those A-2 general agriculture district lands of 5 or more acres where it is a permitted use. All other allowed lands require an administrative chicken keeping permit."

Add Thereto:

A. Number. When an administrative chicken keeping permit is required, a total of no more than 6 hens and/or pullets per lot shall be allowed.

B. Roosters. The keeping of roosters is prohibited on any lot where an administrative chicken keeping permit is required. ~~not within the A-1 agribusiness zoning district, or those in the A-2 general agriculture zoning district, provided the lot size of the A-2 lot is in excess of 5 acres.~~

C. Slaughter of chickens prohibited. The slaughter of chickens is prohibited on the premises of any lot where an administrative chicken keeping permit is required. ~~outside the A-1 agribusiness zoning district is prohibited.~~ Exceptions to this may be made for humane reasons of injury or disease

D. Permit required. Where indicated as a permitted use, an administrative chicken keeping permit is required in all zoning districts except A-1 agribusiness zoning district and A-2 general agriculture zoning district of 5 or more acres.

E. The maximum height and size of a henhouse and covered run shall conform with the accessory buildings, maximum floor area of the recorded zoning district of the lot.

H. Henhouse construction shall utilize a building design and materials suitable for a residential district. The re-use of storage containers, vehicles or parts thereof, and similar objects for a henhouse shall be prohibited.

I. A ~~no~~ henhouse or henhouse and outdoor run shall be located ~~at least within 10 feet away from~~ ~~of~~-any side lot line, 25 feet ~~from~~ ~~of~~-any ~~side and/or~~-rear lot line, and 25 feet from any residential structure on an adjacent lot. ~~, and/or be~~ ~~No henhouse or henhouse and outdoor run shall be~~ sited to obstruct an existing drainage course or create a drainage problem for the property on which it is situated or for any neighboring property.

J. Any henhouse or henhouse and outdoor run that is abandoned or its use discontinued for the keeping of ~~female~~ chickens for a period of twelve (12) months shall be removed from the premises by the property owner. Modification of a henhouse or henhouse and outdoor run for some other use shall not be permitted.

K. Registration required. The property owner/permittee must register the premises where chickens are kept with the Wisconsin Department of Agriculture, Trade and Consumer Protection as required by state law, and maintain such registration for so long as may be required.

Section 8. Any person violating the provisions of this Ordinance shall be subject to the penalty provided in Chapter 330, Article 14 of the Code.

Section 9. The appropriate Town officials are hereby authorized and directed to take such action as is necessary to effectuate the terms of this Ordinance.

Section 10. All other ordinances and resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

Section 11. This Ordinance shall take effect and be in force upon its passage and publication as provided by law.

Adopted this _____ day of _____, 20_____

Russell D. Geise, Town Chair
Clerk

Attest: Kelsey Faust-Kubale, Town

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review and consideration of an Easement Settlement and Release Agreement related to Tax ID #006-0391-05 (2990 County Rd II).

The owners of the adjacent parcels (006-0391-07; 006-0391; and 006-0391-04) had requested an easement for ingress and egress be memorialized. Included is the proposed agreement and settlement. Please direct any questions to Attorney LaFrombois.

SUGGESTED MOTION(S):

Motion to approve the Easement Settlement and Release Agreement as presented.

If you have any questions about this information, please call or email me.

Respectfully Submitted
Kelsey

EASEMENT SETTLEMENT AND RELEASE AGREEMENT

This Easement Settlement and Release Agreement (this "**Agreement**") is made and entered into as of **[DATE]** (the "**Effective Date**"), by and between Alan Blechl, Melanie Blechl, and Mark Westphal, each a natural person (collectively, "**Releasor**"), and the Town of Clayton, a municipal corporation located in Winnebago County, Wisconsin (the "**Town**"). Releasor and the Town shall each individually be referred to herein as a "**Party**" and, collectively, the "**Parties**."

RECITALS

WHEREAS, the Parties are owners of certain parcels of real property located in the Town of Clayton, Winnebago County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**");

WHEREAS, the Releasor has made certain legal claims and demands as described in a letter addressed to the Town dated July 19, 2024 (the "**Releasor Letter**");

WHEREAS, the Parties desire to resolve all disputes and claims that have arisen or may arise in the future regarding the Property, including disputes relating to access, use, or other rights associated therewith;

WHEREAS, the Town has agreed to grant Releasor a nonexclusive easement for ingress and egress benefiting the Property pursuant to the terms set forth in that certain Easement Agreement among the Parties dated on or about the date hereof (the "**Easement Agreement**");

WHEREAS, in consideration of the Town's execution of the Easement Agreement and other good and valuable consideration, Releasor has agreed to release and discharge the Town from any and all claims, demands, or disputes relating to or arising out of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

TERMS OF AGREEMENT

The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided herein.

1. Consideration for Release. Releasor acknowledges and agrees that the Town's execution and delivery of the Easement Agreement, granting a nonexclusive easement for ingress and egress benefiting the Property, constitutes the sole and sufficient consideration for Releasor's release of claims as set forth in this Agreement. Releasor further acknowledges that this consideration is fair, adequate, and mutually agreed upon by the Parties.

2. Full Release. Releasor hereby irrevocably and unconditionally releases, waives, and forever discharges the Town, including its officers, employees, agents, representatives, successors, and assigns (the "**Released Parties**"), from any and all charges, complaints, claims, grievances, liabilities,

obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Releasor has, or may have had, against the Town, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from or relating to: (i) the Property, (ii) all matters referenced in or related on any basis, perspective, or viewpoint to the Releasor Letter, (iii) any prior use, condition, or maintenance of the Property, (iv) any dispute or conflict regarding access to or use of the Property, and (vi) any other matter concerning the Town's rights, interests, or actions relating to the Property.

This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from any action, agreement, matter, or claims set out in this paragraph.

3. Future Claims. Releasor covenants and agrees not to assert or bring any future claims against the Released Parties arising out of or relating to the Property except for claims arising solely from the Town's gross negligence or willful misconduct after the execution of this Agreement.

4. Acknowledgement of No Existing Claims. Releasor affirms that it has not filed with any governmental agency or court any type of action or report against the Town, and currently knows of no existing act or omission by the Town that may constitute a claim or liability excluded from the release in paragraph 2 above.

5. Acknowledgment of Settlement. Releasor acknowledges and agrees that (a) the consideration set forth in this Agreement, which includes, but is not limited to, the execution of the Easement Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the Released Parties, and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, Releasor is giving up forever any right to seek further relief from the Released Parties for any acts or omissions up to and including the Effective Date.

6. No Admission of Liability. Releasor acknowledges that the Easement Agreement was agreed upon as a compromise and final settlement of disputed claims and that the Town's execution thereof is not, and may not be construed as, an admission of liability by the Town and is not to be construed as an admission that the Town engaged in any wrongful, tortious, or unlawful activity. The Town specifically disclaims and denies (a) any liability to Releasor and (b) engaging in any wrongful, tortious, or unlawful activity.

7. Confidentiality of Agreement. The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it/they has/have disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties

have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order, or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

8. Non-Disparagement. The Parties agree that, unless required to do so by legal process, neither Party shall make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party, or the other Party's directors, officers, employees, attorneys, agents, or representatives.

For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

9. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, the persons and entities referred to in paragraph 1 above, but not a Party, are third-party beneficiaries of this Agreement.

10. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

11. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

12. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

13. Choice of Law. This Agreement and all related documents (including all exhibits attached hereto), and all matters arising out of or relating to this Agreement, whether sounding in

contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

**READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A
RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

EXHIBIT A**Lots 1 and 2 Legal Description**

Owner: Mark Westphal

PIN 006-039107 described as: Lot Two (2) of CERTIFIED SURVEY MAP NO. 6543 recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast ¼, Northwest ¼, Southwest ¼, and Southeast ¼ of the Southeast ¼ of Section 14, Township 20 North Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Owner: Melanie Blechl and Alan Blechl

PIN 006-0391 described as: Lot One (1) of Certified Survey Map No. 6543, recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on June 20, 2011, in Volume 1, Page 6543, as Document No. 1574436, being a part of the Southeast Quarter (SE 1/4) of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

PIN 006-039104 described as: Lot Three (3) of Certified Survey Map No. 6543, recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Lot 3 Legal Description

Owner: Town of Clayton

Parcel ID 006-039105 described as: Lot One (1) of Certified Survey Map 6174, recorded in the Winnebago County Register of Deeds Office in Volume 1 Page 6174 as Document Number 1452878, said Certified Survey Map being part of Certified Survey Map 6147 and part of the Southeast 1/4 of the Southeast 1/4, Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

DRIVEWAY EASEMENT AGREEMENT

Document Number

Document Title

THIS DRIVEWAY EASEMENT AGREEMENT (this "**Agreement**") is between *Alan Blechl and Melanie Blechl, a Married Couple as survivorship marital property, and Mark Westphal, individually* (collectively hereinafter "**Grantee**") and *the Town of Clayton, a municipality* (hereinafter "**Grantor**").

RECITALS:

A. Grantee is the owner of certain real property located in Winnebago County, Wisconsin, as legally described on the attached Exhibit A, and referred to on such exhibit and in this Agreement as "**Lots 1 and 2**".

B. Grantor is the owner of certain real property located in Winnebago County, Wisconsin, as legally described on the attached Exhibit B and referred to on such exhibit and in this Agreement as "**Lot 3**".

C. Without this Agreement, Lots 1 and 2 would be landlocked, therefore, Grantee and Grantor have agreed to formalize the existing easement allowing that Grantee be granted ingress and egress access to Lots 1 and 2 through the adjoining Lot 3 from County Highway II. Such easement, allowing for both vehicular and pedestrian access, is approximately thirty (30) feet wide and encompasses the entirety of the current easement area as highlighted and depicted on the "Easement Sketch" attached as Exhibit C hereto (the "**Easement Area**").

D. Grantee and Grantor are willing to create this Easement Agreement regarding the Easement Area under the terms of this Agreement.

Recording Area

Name and Return Address:

Benjamin LaFrombois, Esq.
MG&M The Law Firm
1 S. Dearborn Street, Suite 1500
Chicago, IL 60603

Parcel Identification Numbers (PINs):

006-039107, 006-0391, 006-039104, 006-039105

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a nonexclusive easement and right-of-way to use the Easement Area for ingress and egress from County Highway II to Lots 1 and 2 (the "**Easement**").
2. **Permitted Users and Use.** The Easement granted in Section 1, above, may be used by Grantees, their invitees, guests, or agents, for any legal ingress and egress purposes. Notwithstanding the foregoing, permitted use of the Easement Area shall comply with all applicable laws and ordinances, and Grantees shall be responsible for ensuring that their invitees, guests, and agents comply with such requirements. Grantor reserves the right to use Lot 3 in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.
3. **Easement Maintenance and Repair.** In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed on the effective date of this Agreement.

Document prepared by:
Benjamin LaFrombois, Esq.
MG+M The Law Firm
1 S. Dearborn Street, Suite 1500
Chicago, IL 60603
WI SBN: 1027910
Phone: 312.754.2492

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

- 4. **Improvements.** Grantee shall have the right to make improvements to the Easement Area, upon approval of the Grantor, such approval to not be unreasonably withheld, that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**"), at Grantee's sole expense, upon not less than thirty (30) days' prior written notice to Grantor. Notwithstanding the foregoing, the Improvements shall be constructed in a workmanlike manner and shall not: (i) interfere with Grantor's use or enjoyment of their property outside the Easement Area, (ii) violate any applicable laws, ordinances, or regulations, (iii) impose any financial, legal, or maintenance obligations on Grantor, or (iv) impair the value of Lot 3. Any driveway must be designed and constructed in accordance with sound engineering principles customarily applied to commercial private driveways within the Town and shall be of sufficient width to accommodate two lanes of vehicular traffic. This grant does not create an obligation for Grantor to improve or maintain the Easement Area.
- 5. **Plans.** Prior to performing Improvements, Grantee shall provide Grantor with as-built drawings and a survey showing the location of and specifications of the Improvements to be installed in the Easement Area.
- 6. **Costs/Lien-Free Construction.** Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Lot 3, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Lot 3 as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.
- 7. **Reservation of Rights.** All right, title, and interest in and to the Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor. Grantor shall have the right to grant additional easement rights in the Easement Area provided same shall not interfere with, or otherwise adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with, or adversely affect any of Grantee's rights herein.
- 8. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantee and Grantor and their respective successors and assigns. The Easement granted under Section 1 of this Agreement is an easement appurtenant to Lots 1, 2 and 3, and may not be transferred separately from, or severed from, title to Lots 1, 2, and 3, respectively. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Lots 1, 2 and 3 without the written consent of Grantee and Grantor. The specific parties named as Grantee and Grantor in this Agreement, and each of their respective successors and assigns as fee simple owners of Lots 1, 2, and 3, respectively, or any portion of Lots 1, 2, or 3, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Lots 1, 2, and/or 3, respectively, except, however, for obligations that accrued during the party's period of ownership of title.
- 9. **Relocation.** Grantor shall have the right, in Grantor's sole discretion, to relocate the Easement Area with no less than sixty (60) days' notice to Grantee, provided that the relocated Easement provides Grantee with substantially the same utility, functionality and usability as the original Easement Area. Grantor shall bear all costs and expenses associated with such relocation, including but not limited to any design, construction, grading, or restoration necessary to make the related Easement Area suitable for Grantee's continued use. Grantee may relocate the Easement Area if prior written consent is obtained from Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion. If Grantee desires to relocate the Easement and/or Easement Area, Grantee shall send a request, in writing, to Grantor. Grantor shall respond to such request to relocate, in writing, within thirty (30) days of receiving the necessary approvals/denials for such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.
- 10. **Default and Remedies.** In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.
- 11. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.
- 12. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

- 13. **Indemnification by Grantee.** Grantee shall indemnify, defend, and hold harmless Grantor and its members, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Area by Grantee or its agents, contractors, subcontractors, invitees, or employees, not caused by the intentional or negligent acts of Grantor or its members, agents, employees, contractors or subcontractors. Grantee shall further indemnify Grantor against any damage or costs associated with the Improvements.
- 14. **Indemnification by Grantor.** Grantor shall indemnify, defend and hold harmless Grantee and its members, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Area by Grantor or its agents, contractors, subcontractors, invitees, or employees, not caused by the intentional or negligent acts of Grantee or its members, agents, employees, contractors, or subcontractors.
- 15. **Equal Rights.** Grantee and Grantor shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's use and enjoyment of such rights except in the event of a violation of any provision of this Agreement. Notwithstanding the foregoing, such equal rights shall not impair Grantor's ability to reasonably regulate or limit access to the Easement Area for the purpose of preventing interference with Grantor's use and enjoyment of its property.
- 16. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement granted under this Agreement to the general public or for any public purpose whatsoever. Grantee and Grantor agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Easement Area, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.
- 17. **No Known Claims.** The parties represent and warrant that, to the best of their knowledge, there are no existing, pending, or threatened claims, disputes, encumbrances, liens, or legal proceedings by any third party relating to or affecting the Easement Area. Neither party shall be held liable to the other for any claims, disputes, or actions arising from the Easement Area that were not disclosed to them in writing prior to the execution of this Agreement. Furthermore, neither party assumes any obligation to defend or indemnify the other or any third-party against such claims, except as expressly agreed in writing.
- 18. **Amendment.** This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.
- 19. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Grantee or Grantor from later use of the easement rights to the fullest extent authorized in this Agreement.
- 20. **Termination of this Agreement.** This Agreement shall continue indefinitely until termination of this Agreement in accordance with this Section. This Agreement may be terminated by a written document executed and acknowledged by all then-owners of Lot 3 and all then-owners of Lots 1 and 2, and duly recorded in the office of the Register of Deeds of Winnebago County, Wisconsin. Upon termination of this Agreement under this Section, either Grantee or Grantor may, on its own accord, record in the office of the Register of Deeds a memorandum of termination of this Agreement, which may be executed by either Grantee or Grantor.
- 21. **Re-recording.** Unless this Agreement is terminated under Section 20 hereof, Grantor and Grantee will each possess the right to re-record this Agreement without consent of the other.
- 22. **Notice.** Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Central Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor: Name: Town of Clayton
 Address: 8348 Hickory Avenue, Larsen, WI 54947
 Attn: Administrator Wisnefske
 Telephone: (920) 836-2007
 Email: administrator@claytonwinnebago.wi.gov

with a copy to: Name: MG+M The Law Firm
 Address: 1 S. Dearborn St., Suite 1500, Chicago, IL 60603
 Attn: Ben LaFrombois
 Telephone: (312) 754-2492
 Email: blafrombois@mgmlaw.com

To Grantee: Name: Mark Westphal
 Address: 945 Hunt Avenue, Neenah, WI 54956
 Telephone:
 Email:

Name: Alan and Melanie Blechl
 Address: 3006 County Road II, Neenah, WI 54956
 Telephone:
 Email:

with a copy to: Name: Remley Law, S.C.
 Address: 2 Neenah Center, Suite 100, Neenah, WI 54956
 Attn: Matthew Borkovec
 Telephone: (920) 725-2601
 Email: MBorkovec@remleylaw.com

Any party may change its address for purposes of this Section 22 by giving written notice as provided in this Section 22. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 22.

23. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE REAL PROPERTY IS LOCATED. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE WHERE REAL PROPERTY IS LOCATED, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 21. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 22 OF THIS AGREEMENT.

24. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Grantor and Grantee shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The fees of the mediator and the cost of the mediation shall be paid by the non-prevailing party. The mediation shall be held in the county where the real property is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section 24, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. The non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event that neither party wholly prevails, the court or mediator, as applicable, may apportion the costs or fees as the court or mediator deems appropriate.

- 25. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- 26. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- 27. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Winnebago County, Wisconsin.
- 28. Authority.** Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- 29. Further Cooperation.** Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.
- 30. Condition Precedent.** As a condition precedent to this Agreement becoming effective, the Parties agree to enter into an Easement Settlement and Release Agreement of even date herewith.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO DRIVEWAY EASEMENT AGREEMENT

Alan Blechl

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me on _____ the above-named Alan Blechl to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

Melanie Blechl

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me on _____ the above-named Melanie Blechl to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

Town of Clayton, a Wisconsin municipal corporation

By: _____
Russ Geise, Town Chair

By: _____
Kelsey Faust-Kubale, Clerk

Mark Westphal

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me on _____ the above-named Mark Westphal to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me on _____ the above-named Russ Geise and Kelsey Faust-Kubale to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

Exhibit A*Lots 1 and 2 Legal Description*

Owner: Mark Westphal

PIN 006-039107 described as:

Lot Two (2) of CERTIFIED SURVEY MAP NO. 6543 recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 North Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Owner: Melanie Blechl and Alan Blechl

PIN 006-0391 described as:

Lot One (1) of Certified Survey Map No. 6543, recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on June 20, 2011, in Volume 1, Page 6543, as Document No. 1574436, being a part of the Southeast Quarter (SE 1/4) of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

PIN 006-039104 described as:

Lot Three (3) of Certified Survey Map No. 6543, recorded in Volume 1 of Certified Survey Maps on Page 6543 as Document No. 1574436; said map being all of Lot 1 of Certified Survey Map 1997, and all of Lot 1 of Certified Survey Map 6147, being part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, and Southeast 1/4 of the Southeast 1/4 of Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Exhibit B*Lot 3 Legal Description*

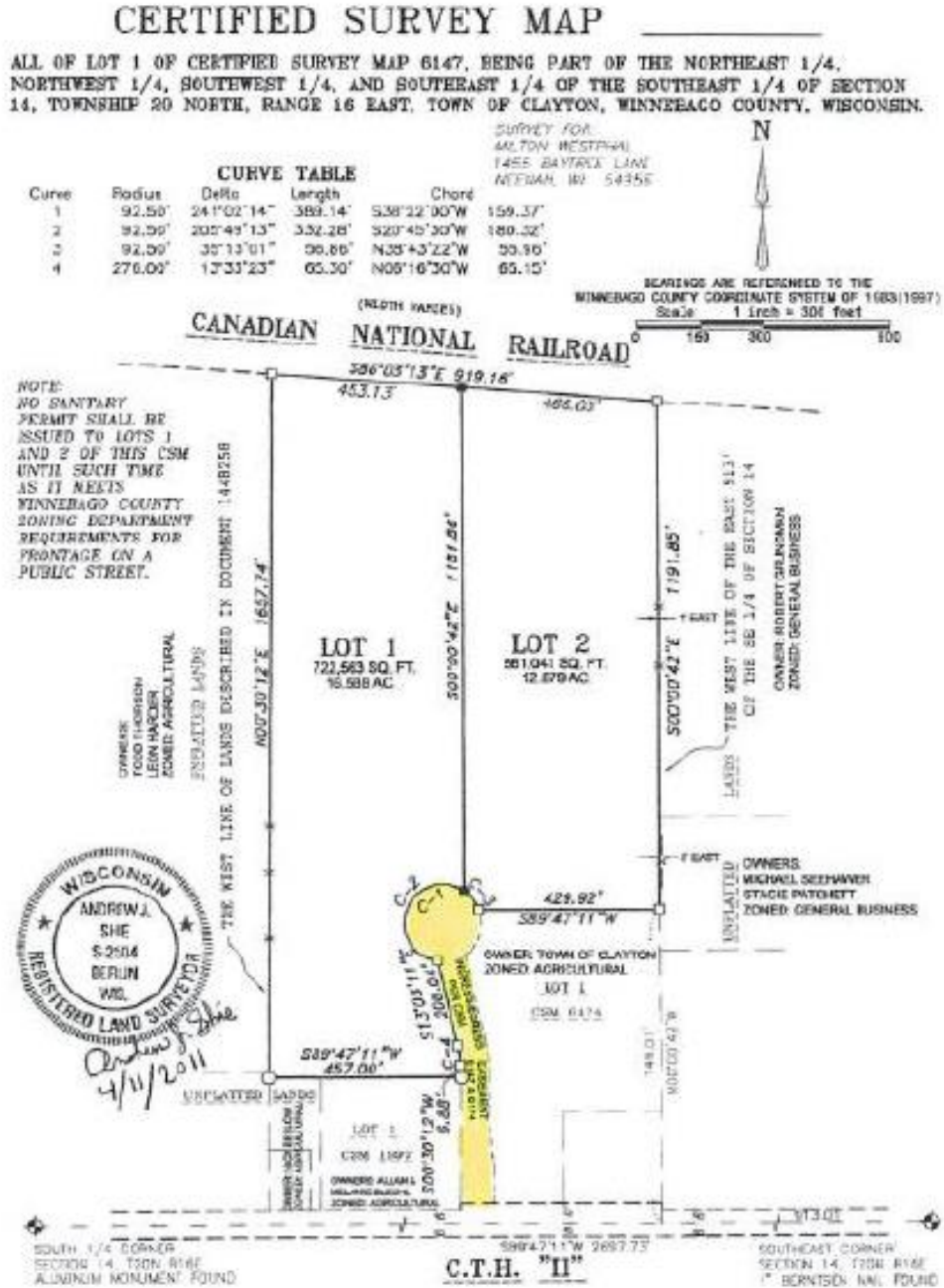
Owner: Town of Clayton

Parcel ID 006-039105 described as:

Lot One (1) of Certified Survey Map 6174, recorded in the Winnebago County Register of Deeds Office in Volume 1 Page 6174 as Document Number 1452878, said Certified Survey Map being part of Certified Survey Map 6147 and part of the Southeast 1/4 of the Southeast 1/4, Section 14, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Exhibit C

Easement Area Sketch



FOX VALLEY LAND SURVEYING



2308 W. TILLMAN ST.
APPLETON, WI 54914
(920) 474-5025 (Office)
(920) 410-3379 (Cell)
email: foxvalleylandsurveying@gmail.com
website: foxvalleylandsurveying.com
PROJECT NO. 201014-1
SHEET 1 OF 3

LEGEND

- 1-1/4" O.D. IRON PIPE SET - 18" LONG, WEIGHING 1.131 LBS./LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- 3M" REBAR FOUND
- ⊕ GOVERNMENT CORNER
- FENCE LINE
- () RECORDED AS

C-1 defines Easement Area

MEMORANDUM

Business Item D

From: Administrator/Staff

To: Town Board

Re: Town Board review and consideration of a Tax Increment Financing (TIF) Agreement between the Town and Trident Holdings LLC.

Administrator Wisnepske and Attorney LaFrombois have been working to prepare the included scenarios. The TID closes in 2039, which provides less time for payouts. They have been working on this new analysis to ensure benefits to both the Town and developer. Both will be available for questions.

SUGGESTED MOTION(S):

Motion to approve the TIF Agreement based on \$X assessed value and a X% share.

If you have any questions about this information, please call or email me.

Respectfully Submitted
Kelsey

Trident Holdings LLC. PayGo Scenarios

Assessed Value	50% Share		65% Share		69.6% Share		Total Tax Generated
\$ 4,000,000	\$ 302,471	7.56%	\$ 393,212	9.83%	\$ 400,000	10.00%	\$ 604,942
\$ 6,000,000	\$ 453,707	7.56%	\$ 589,819	9.83%	\$ 600,000	10.00%	\$ 907,413
\$ 8,000,000	\$ 604,942	7.56%	\$ 786,425	9.83%	\$ 800,000	10.00%	\$ 1,209,884

\$ Developer Pmt. % of Increment.

MEMORANDUM

Business Item E

From: Administrator/Staff

To: Town Board

Re: Town Board review and consideration of a quote provided by Speedy Clean Inc for the installation of 18 feet of Cured in Place Pipe (CIPP) liner at 8386 State Rd 76 in the amount of \$5,332.50.

The tenants have notified Administrator Wisnefske of some plumbing issues at 8386 State Rd 76. Speedy Clean has been on site to make preliminary repairs and has provided a quote for the necessary work for a permanent fix.

SUGGESTED MOTION(S):

Motion to approve the quote from Speedy Clean Inc. for repairs at 8386 State Rd 76, at a cost not to exceed \$5,332.50.

If you have any questions about this information, please call or email me.

Respectfully Submitted
Kelsey



1380 Earl St
Menasha, WI 54952
920-734-4707

Item E.
Quote

Date	Estimate
7/15/2025	5430

Name / Address	Service Point
Town of Clayton Attn: Scott 8348 Cty Rd T Clayton, WI 54947	Oinks Restaurant 8386 WI-76 Neenah

Scope of Work	Projected Cost
Install 18' of 4" Cured In Place Pipe (CIPP) liner from PVC at 6' to the PVC at 24'. Reinstate active wye locations. NOTE: Work to be completed with minimal to no sewer usage during the time of the project - estimated time to complete the project is 8 hours. *Prep pipe *Flush out loose debris *Install CIPP liner *Reinstate active services *Post televiser repair	5,332.50
Total	
\$5,332.50	

WARRANTY: Cured in place repairs come with a 5-year warranty on parts and installation.

PLEASE REVIEW, IF ACCEPTED WITHIN 30 DAYS SPEEDY CLEAN WILL HONOR PRICING

Proposal Approval: Please list your option choice, sign quote and e-mail back to info@speedycleaninc.com or mail to:

Speedy Clean, Inc
1380 Earl St.
Menasha, WI 54952

Signature _____ Date: _____

Payment terms: 1/2 of the total estimate is due upon acceptance and the balance is due upon completion.

HOLD HARMLESS DISCLAIMER:
Due to the unique nature of the tasks and the unknown pipe conditions, completion of the work may not be possible. In good faith, Speedy Clean will make every possible effort to perform the work described or will determine that other methods will be needed to complete the repair; at that time, price will revert to a time and materials basis.

DESCALING DISCLAIMER:
The descaling tool is used to prep pipes for the CIPP lining process. This work is very specialized and requires several pieces of equipment on site. Descaling requires two men, and will involve a high-speed chain flail carbide head to descale, water jet to flush loose debris, and a mini camera to monitor work. If the pipe walls are thin and deteriorated, descaling will expose weak spots and flaws