



BOARD OF SUPERVISORS MEETING

Wednesday, February 18, 2026 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, January 21, 2026 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 January 2026 Building Inspection Report
- B. Distribution of the January 2026 Winnebago County Tonnage Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Larsen/Winchester Sanitary District Report
- D. Administrator's Report
- E. Chair & Supervisor Reports
- F. Town Attorney update regarding Tax ID #006-0901-06

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Tierney Laramore, Willie Beamons
- B. New - Jessica Czaczyk, Ridgeway Country Club
- C. New - Nicholas Ibe, Willie Beamons

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Discussion: Town Board review & discussion of proposed zoning ordinance text amendments to revise for clarity and consistency, including

but not limited to scrivener's/grammatical errors, and to ensure compliance with current state statutes.

BUSINESS

- A. Discussion/Action: Town Board review & consideration of an amendment to the Development Agreement between the Town of Clayton and Last Time Realty, LLC.
- B. Discussion/Action: Town Board review & consideration of the lease agreement for Oink's Restaurant, currently located at 8386 State Rd 76, Suite A, Neenah, WI.
- C. Review/Discussion: Town Board review & discussion on the Town of Clayton Open Forum policy.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

REVIEW OF GENERAL FUND BUDGET UPDATES

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Mar 4 & 18; Apr 1 & 15; May 6 & 20
- B. Plan Commission (6:30 pm start unless otherwise noted) - Mar 11; Apr 8; May 13

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, January 21, 2026 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

Town Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson
 Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Fietzer
 Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, December 17, 2025 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Minutes of the Wednesday, December 17, 2025, Town Board Meeting as presented.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Brittany Voigt, 3411 Winnegamie Dr, Neenah, WI, spoke regarding ongoing issues related to Site Plan & Conditional Use Permit applications submitted for Legacy Rose Farms, operating at the same address.

CORRESPONDENCE

- A. Distribution of the December 2025 Building Inspection Report
- B. Distribution of the December 2025 Winnebago County Tonnage Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

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

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

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Elizabeth Schimmers, The Woodshed

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Town Board review & consideration of Ordinance 2026-Z001, to Amend the Official Town of Clayton Zoning Map for the re-zoning approximately 1.51 acres of proposed Lot 1 (3442 County Rd II) from R-1 (Rural Residential District) to A-2 (General Agriculture District); and approximately 0.29 acres of proposed Lot 2 from A-2 (General Agriculture District) to R-1 (Rural Residential District).

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Grundman, to approve Ordinance 2026-Z001 to Amend the Official Town of Clayton Zoning Map.

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

Motion carried 5-0.

- B. Plan Commission Recommendation: Town Board review & consideration of a Certified Survey Map (CSM) submitted by Chris Perreault on behalf of John Kulogo & David Hughes to reconfigure portions of Tax ID #006-0420-02; Tax ID #006-0420-03; and Tax ID #006-0420-05 (3464 & 3442 County Rd II).

MOTION

Motion made by unanimous consent to approve the CSM Application submitted by Chris Poerreault on behalf of John Kulogo & David Hughes with the following conditions:

1. Information about the septic system location (drain fields, vents, tank covers, etc.) must be included on the CSM.
2. Adjacent property owners must be listed over their respective parcels on the survey as required in the subdivision ordinance.
3. Ownership of the Proposed Lot 1 be clarified if it will be only in Mr. Kulogo's ownership, solely by the LLC, or by both together.

Motion carried by unanimous voice vote.

- C. Plan Commission Recommendation: Town Board review & consideration of Ordinance 2026-001, An Ordinance Amending the Town of Clayton Comprehensive Plan 2040 to Expand Town Zoning Control to Shoreland Areas.

MOTION

Motion made by Supervisor Grundman, **Seconded** by Supervisor Lettau, to approve Ordinance 2026-001 to Amend the Town of Clayton Comprehensive Plan 2040 to Expand Town Zoning Control to Shoreland Areas.

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

Motion carried 5-0.

- D. Plan Commission Recommendation: Town Board review & consideration of Ordinance 2026-002, An Ordinance Amending the Town of Clayton Zoning Code of Ordinances to Include Shoreland Areas.

MOTION

Motion made by Supervisor Grundman, **Seconded** by Supervisor Christianson, to approve Ordinance 2026-002 to Amend the Town of Clayton Zoning Code of Ordinances to include Shoreland Areas.

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

Motion carried 5-0.

- E. Plan Commission Recommendation: Town Board review & consideration of a Final Plat Review Application submitted by McMahan Associates on behalf of Clayton Development Group, LLC for the 2nd Addition of Scholar Ridge Estates.

MOTION

Motion made by unanimous consent to approve the Final Plat Application submitted by McMahan Associates on behalf of Clayton Development Group, LLC with the following conditions:

1. The subdivider shall provide copies of all submitted applications and their approvals once received. This includes, but is not limited to, all DOA approvals and comments, WDNR permits, County permits, and letters of approval from local and regional jurisdictions as applicable.
2. If state agencies require changes to the final plat, the Town Board may require new review of the final plat. Determination of necessity of this additional review to be made by the Town, their Counsel, or other assignee.
3. A copy of restrictive covenants shall be provided to the Town for their review prior to the Town signing the final plat for recording.
4. The subdivider is required to install and construct all public improvements.
5. Revise the proposed restrictive covenants to be consistent with Town standards and provide a copy of the updated document to the Town.

Motion carried by unanimous voice vote.

BUSINESS

- A. Discussion/Action: Town Board review & consideration of the lease agreement for Oink's Restaurant, currently located at 8386 State Rd 76, Suite A, Neenah, WI.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Feb 4 & 18; Mar 4 & 18; Apr 1 & 15
- B. Plan Commission (6:30 pm start unless otherwise noted) - Feb 11; Mar 11; Apr 8

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

INTERMUNICIPAL REPORT JANUARY PERMITTING

Item A.

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE
TOWN OF CLAYTON PERMITS:								
1/6/2026	1-26-1B	AMOS IHDE	7834 HWY 76	REMOD	SELF	\$ 15,000.00	\$ 224.20	\$ 179.36
1/6/2026	2-26-1E	AMOS IHDE	7834 HWY 76	REMOD ELECT	SELF	\$ 1,000.00	\$ 112.10	\$ 89.68
1/6/2026	3-26-1P	AMOS IHDE	7834 HWY 76	REMOD PLUMB	SELF	\$ 1,500.00	\$ 112.10	\$ 89.68
1/8/2026	4-26-1P	SPARK DEVELOPMENT	9111 EAGLE HEIGHTS	NEW APARTMENTS PLUMB	JT SCHMIDT	\$ 150,000.00	\$ 1,837.30	\$ 1,469.84
1/8/2026	5-26-1P	SPARK DEVELOPMENT	9113 EAGLE HEIGHTS	NEW APARTMENTS PLUMB	JT SCHMIDT	\$ 150,000.00	\$ 1,837.30	\$ 1,469.84
1/8/2026	6-26-1P	SPARK DEVELOPMENT	9121 EAGLE HEIGHTS	NEW APARTMENTS PLUMB	JT SCHMIDT	\$ 150,000.00	\$ 1,837.30	\$ 1,469.84
1/8/2026	7-26-1H	DESI NOONAN	8133 OAKWOOD	FURNACE REPLACEMENT	BLACK-HAAK	\$ 5,000.00	\$ 100.00	\$ 80.00
1/12/2026	8-26-1B	JACOB HUNTINGTON	8479 WHISPERING MEADOWS	NSFD	SELF	\$ 430,000.00	\$ 1,184.00	\$ 947.20
1/12/2026	9-26-1H	TONY SEELow	3431 WINNEGAMIE	FURNACE REPLACEMENT	BLACK-HAAK	\$ 4,000.00	\$ 100.00	\$ 80.00
1/12/2026	10-26-1E	JEFF VIRLEE	9140 CENTER	ADDN ELECT	DOWN TO EARTH ELECT	\$ 8,000.00	\$ 180.00	\$ 144.00
1/12/2026	11-26-1E	CASSIE PIPKORN	2546 BREEZEWOOD	SERVICE	BLACK-HAAK	\$ 1,800.00	\$ 150.00	\$ 120.00
1/13/2026	12-26-1B	MARCUS MCGUIRE	8318 XAVIER DR	NSFD	MARCUS MCGUIRE	\$ 300,000.00	\$ 1,100.00	\$ 880.00
1/14/2026	13-26-1B	MARCUS MCGUIRE	8309 XAVIER DR	NSFD	MARCUS MCGUIRE	\$ 300,000.00	\$ 1,100.00	\$ 880.00
1/14/2026	14-26-1B	JOHN LORBIECKI	8372 MARLO	NSFD	LORBIECKI HOMES	\$ 320,000.00	\$ 1,100.00	\$ 880.00
1/19/2026	15-26-1H	SPARK DEVELOPMENT	9111 EAGLE HEIGHTS	NEW APARTMENTS HVAC	K.KELLY	\$ 77,000.00	\$ 1,837.30	\$ 1,469.84
1/19/2026	16-26-1H	SPARK DEVELOPMENT	9113 EAGLE HEIGHTS	NEW APARTMENTS HVAC	K.KELLY	\$ 77,000.00	\$ 1,837.30	\$ 1,469.84
1/19/2026	17-26-1H	SPARK DEVELOPMENT	9121 EAGLE HEIGHTS	NEW APARTMENTS HVAC	K.KELLY	\$ 77,000.00	\$ 1,837.30	\$ 1,469.84
1/20/2026	18-26-1E	JOHN IMOBERSTEG	3270 FONDOTTO	SERIVCE CHANGE	WITZKE	\$ 3,500.00	\$ 150.00	\$ 120.00
1/20/2026	19-26-1E	NATE WARZALA	3261 FONDOTTO	WIRER DETACHED GARAGE	LUXURY ELECT	\$ 3,000.00	\$ 212.00	\$ 169.60
1/20/2026	20-26-1E	DAN SCHIERL	7529 SUNBURST	3 SEASONS ROOM ELECT	CUMINGS ELECT	\$ 2,500.00	\$ 150.00	\$ 120.00
1/26/2026	21-26-1B	JOHN LORBIECKI	8322 MARLO	NSFD	LORBIECKI HOMES	\$ 320,000.00	\$ 1,100.00	\$ 880.00
1/27/2026	22-26-1H	MATT KRAUSE	2940 OAKRIDGE	FURNACE REPLACEMENT	VANS HVAC	\$ 4,676.00	\$ 100.00	\$ 80.00
1/27/2026	23-26-1E	JEFF HOGENSON	7945 ASHWOOD	REPLACE TRANSFER SWITCH	CR FOCHS	\$ 1,500.00	\$ 150.00	\$ 120.00
1/27/2026	24-26-1E	PAT TIEDT	3075 RIDGEWAY	SERVICE	CUMINGS ELECT	\$ 1,000.00	\$ 150.00	\$ 120.00
1/27/2026	25-26-1E	TRIDENT HOLDINGS	9063 CLAYTON #2	SOLAR INSTALL	APPLETON SOLAR	\$ 7,985.00	\$ 150.00	\$ 120.00
1/27/2026	26-26-1E	TRIDENT HOLDINGS	9063 CLAYTON #1	SOLAR INSTALL	APPLETON SOLAR	\$ 7,985.00	\$ 150.00	\$ 120.00
1/27/2026	27-26-1E	TERRI REINKE	8351 MOESER	GENERATOR INSTALL	ZARDA ELECT	\$ 15,000.00	\$ 150.00	\$ 120.00
1/29/2026	28-26-1B	JOHN LORBIECKI	8375 MARLO	NSFD	LORBIECKI HOMES	\$ 320,000.00	\$ 1,100.00	\$ 880.00
1/29/2026	29-26-1B	JOHN LORBIECKI	8367 MARLO	NSFD	LORBIECKI HOMES	\$ 320,000.00	\$ 1,100.00	\$ 880.00
1/29/2026	30-26-1E	JACOB HUNTINGTON	8479 WHISPERING MEADOWS	NSFD ELECT	A&W ELECT	\$ 12,000.00	\$ 642.00	\$ 513.60
1/29/2026	31-26--1P	JACOB HUNTINGTON	8479 WHISPERING MEADOWS	NSFD PLUMB	DENNEE PLUMB	\$ 20,100.00	\$ 642.00	\$ 513.60
TOTALS						\$ 3,106,546.00	\$ 22,432.20	\$ 17,945.76
TOWN OF WINNECONNE PERMITS:								
1/12/2026	1-26-1P	MARK THOMAS	5019 RIVERMOOR	REMOD PLUMB	SELF	\$ 10,000.00	\$ 69.00	\$ 55.20
1/13/2026	2-25-1E	TOM DOWLING	6274 DOWLING	GENERATOR INSTALL	BLACK-HAAK	\$ 19,700.00	\$ 60.00	\$ 48.00
1/13/2026	3-26-1P	DENNIS SCHAFFER	5025 WASHINGTON	NSFD PLUMB	SBS PLUMB	\$ 35,000.00	\$ 258.90	\$ 207.12
1/13/2026	4-26-1E	DENNIS SCHAFFER	5052 WASHINGTON	NSFD - BOAT HOUSE ELECT	SEC INC	\$ 33,150.00	\$ 273.90	\$ 219.12
1/27/2026	5-26-1B	LORI LEVENHAGEN	6537 LASLEY SHORE	BOAT HOUSE	AT BUILDERS	\$ 39,250.00	\$ 94.45	\$ 75.56
1/27/2026	6-26-1E	LORI LEVENHAGEN	6537 LASLEY SHORE	BOAT HOUSE ELECT	ZARDA ELECT	\$ 2,000.00	\$ 59.84	\$ 47.87
1/27/2026	7-26-1P	LEVEHAGEN TRUST	6537 LASLEY SHORE	NSFD PLUMB	SBS PLUMB	\$ 20,000.00	\$ 158.88	\$ 127.10
TOTALS						\$ 159,100.00	\$ 974.97	\$ 779.98

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2026 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	59.51											59.51	T. Algoma
002	T. Black Wolf	21.20											21.20	T. Black Wolf
003	T. Clayton	35.64											35.64	T. Clayton
004	V. Fox Crossing	120.57											120.57	V. Fox Crossing
005	T. Neenah	27.00											27.00	T. Neenah
006	T. Nekimi	8.55											8.55	T. Nekimi
008	T. Omro	11.73											11.73	T. Omro
013	T. Vinland	12.57											12.57	T. Vinland
014	T. Winchester	15.21											15.21	T. Winchester
015	T. Winneconne	28.56											28.56	T. Winneconne
016	T. Wolf River	6.11											6.11	T. Wolf River
017	V. Winneconne	19.95											19.95	V. Winneconne
018	C. Menasha	124.16											124.16	C. Menasha
019	C. Neenah	170.64											170.64	C. Neenah
020	C. Omro	28.79											28.79	C. Omro
021	C. Oshkosh	304.20											304.20	C. Oshkosh
	Other SS	153.95											153.95	Other SS
	TOTAL TONS	1148.34											1148.34	TOTAL TONS

	Population	SS lbs./person		Population	SS lbs./person		Population	SS lbs./person
T. Algoma	6,922	17.19	T. Omro	2,422	9.69	C. Menasha	18,683	13.29
T. Black Wolf	2,440	17.38	T. Vinland	1,752	14.35	C. Neenah	27,817	12.27
T. Clayton	4,954	14.39	T. Winchester	1,797	16.93	C. Omro	3,631	15.86
V. Fox Crossing	19,331	12.47	T. Winneconne	2,665	21.43	C. Oshkosh	67,504	9.01
T. Neenah	3,648	14.80	T. Wolf River	1,222	10.00			
T. Nekimi	1,322	12.93	V. Winneconne	2,519	15.84	Total	168629	11.79

*Population updated on 1/1/25 from Dept. of Admin. "January 1, 2025 Final Population Estimates"

https://doa.wi.gov/DIR/Final_Ests_Muni_2025.pdf

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

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

County Update



Miller, Howard <Howard.Miller@winnebagocountywi.gov>
To ■ Clerk Town of Clayton; ■ Holly Stevens; ■ townofwolfriver@centurytel.net

↩ Reply
↩ Reply All
➔ Forward
⋮

Tue 1/27/2026 8:14 AM

TO DO

Follow up. Start by Tuesday, January 27, 2026. Due by Tuesday, January 27, 2026.

Hi All

Again, this year the county board is offering scholarships to high school seniors in the amount of \$2100. Applications need to be made to the county clerk by Tuesday, March 31. You can find all the details and an application at: [Winnebago County Board Scholarship Program | Winnebago County, WI](#)

In February I plan to attend the following town board meetings.

- Winchester – 2/2
- Clayton – 2/4
- Wolf River – 2/23

Thanks
Howie

Howard Miller
Winnebago County Supervisor, Dist. 36
Phone: (920) 427-6423
e-mail: Howard.Miller@winnebagocountywi.gov

MEMORANDUM

Business Referred by Plan Commission

From: Administrator/Staff

To: Town Board

Re: Town Board review & discussion of proposed zoning ordinance text amendments to revise for clarity and consistency, including but not limited to scrivener's/grammatical errors, and to ensure compliance with current state statutes.

DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN

Respectfully Submitted
Kelsey



PLAN COMMISSION

Wednesday, February 11, 2026 – 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
Town Board Rep. Christianson

STAFF

Administrator Wisnefske
Clerk Faust-Kubale
Code Administrator Kamke

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, January 14, 2026 Plan Commission Meeting

MOTION

Motion made by Chair Knapinski, **Seconded** by Commissioner Ketter, to approve the Minutes of the Wednesday, January 14, 2026, Plan Commission Meeting as presented.

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

Motion carried 6-0.

OPEN FORUM – Public comments addressed to the Plan Commission

William Kordus, 7376 Carden Dr, Neenah, WI, inquired about the definition of R-1 (Rural Residential) district.

CORRESPONDENCE

- A. Distribution of the January 2026 Building Inspection Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Administrator's Report

BUSINESS

- A. Review/Discussion: Plan Commission review & discussion of proposed zoning ordinance text amendments to revise for clarity and consistency, including but not limited to scrivener's/grammatical errors, and to ensure compliance with current state statutes.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

UPCOMING MEETING ATTENDANCE

- A. Plan Commission (6:30 pm start unless otherwise noted) - Mar 11; Apr 8; May 13
- B. Town Board (6:30 pm start unless otherwise noted) - Feb 18; Mar 4 & 18; Apr 1 & 15

ADJOURNMENT

MOTION

Motion made by Commissioner Haskell, **Seconded** by Commissioner Nemecek, to adjourn at 6:57 pm.

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

Motion carried 6-0.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

DRAFT

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of an amendment to the Development Agreement between the Town of Clayton and Last Time Realty, LLC.

Town counsel and the lender's counsel have proposed the included language for an Amendment to the Development Agreement. Town counsel believes that the proposed language facilitates Valley Truck Leasing's loan and also protects the Town's interests.

SUGGESTED MOTION(S):

Motion to approve the amendment to the Development Agreement between the Town of Clayton and Last Time Realty, LLC.

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (this "**Amendment**"), is between the Town of Clayton, Winnebago County, Wisconsin, a Wisconsin municipal corporation (the "**Town**"), Last Time Realty, LLC, a Wisconsin limited liability company ("**Developer Entity**"), John J. Toppins, a natural person with no legal disabilities ("**Developer Principal**") (Developer Entity and Developer Principal are collectively referred to herein as the "**Developer**"), and The Bank of Kaukauna, a Wisconsin banking corporation ("**Bank of Kaukauna**"). The Town, Developer, and Bank of Kaukauna are collectively referred to herein as the "**Parties**," and each individually as a "**Party**."

WHEREAS, the Town and Developer have entered into that certain Development Agreement, dated June 19, 2024 (the "**Existing Agreement**"), as evidenced by the recording of a Memorandum of Development Agreement dated June 19, 2024, and recorded October 15, 2025, as Document No. 1954515, in the office of the Winnebago County, Wisconsin, Register of Deeds, concerning the development of certain real property located on West American Drive, Town of Clayton, Winnebago County, Wisconsin, as further described in the Existing Agreement (the "**Property**"); and

WHEREAS, pursuant to the Existing Agreement, Developer is responsible for the construction of a 17,503 sq. ft. shop and office building to be 100% owned by Developer Principal and to be used by Valley Truck Leasing, Inc., a Wisconsin corporation ("**Valley Truck**"); and

WHEREAS, the Existing Agreement contains a restrictive covenant at Paragraph IV(P) wherein Developer agrees (i) not to transfer ownership of all or a portion of the Property to an entity that would render any part of the Property exempt from property taxation (the "**Tax Exempt Entity Covenant**"), and (ii) in the event of such a transfer, the Developer, or its successors or assigns, shall make annual payments in lieu of taxes ("**PILOT**") in an amount equal to the property taxes that otherwise would have been paid on the Property; and

WHEREAS, WBD, Inc., a Wisconsin corporation ("**WBD**"), has extended, or will extend, a loan in the amount of One Million Four Hundred Ninety-Five Thousand and 00/100 dollars (\$1,495,000.00) (the "**Loan**") to Developer Entity, such Loan being secured by a lien on Property, pursuant to a mortgage (the "**Mortgage**") from Developer Entity to WBD, which Mortgage has been, or will be, assigned to the U.S. Small Business Administration (the "**SBA**"); and

WHEREAS, in the event that the Mortgage is foreclosed, and the SBA, a Tax-Exempt Entity, becomes the owner of the real property, Bank of Kaukauna has agreed to assume the Tax Exempt Entity Covenant obligation and pay the PILOT, as described in the Existing Agreement and this Amendment.

WHEREAS, Bank of Kaukauna is the mortgagee under a mortgage of the Property, by virtue of a certain real estate mortgage from Developer Entity to Bank of Kaukauna dated September 6, 2024, and recorded on September 27, 2024, as Document No. 1930917, in the office of the Winnebago County, Wisconsin, Register of Deeds; and

WHEREAS, the Parties now desire to amend the Existing Agreement to confirm the Town's ability to terminate the Existing Agreement and to cease payments pursuant thereto in

the event that a tax-exempt entity takes ownership of the Property and PILOT are not timely paid; and

WHEREAS, this Amendment is being made for the purpose of facilitating the Loan while protecting the Town’s interests under the Existing Agreement (the Existing Agreement, as amended by this Amendment following the Effective Date (defined below), shall be referred to herein as the “**Amended Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement.

(a) Section II of the Existing Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

“PILOT” means Payments in Lieu of Taxation.

“SBA” means the U.S. Small Business Administration or any Certified Development Company administering an SBA 504 financing.

“Tax-Exempt Transferee” means any governmental or quasi-governmental body or instrumentality (including the U.S. Small Business Administration or any Certified Development Company participating in an SBA 504 financing), or any entity whose ownership renders the Property or any portion thereof exempt from general property taxation.

(b) Section IV(P) of the Existing Agreement is hereby amended by deleting the Section in its entirety and inserting the following words in its place:

(c) P. No Transfer to Tax-Exempt Entity; PILOT. Developer agrees that, as long as the District is in existence, no portion of the Property shall be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Property exempt from property taxation, except that portion of the Property dedicated to the Town under the terms of this Agreement. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxation during the term of this Agreement, the Developer, its successors or assigns (each, as applicable, the “**Paying Party**”), shall be responsible for making annual PILOT to the Town in an amount equal to the property taxes that would otherwise have been payable as property taxes with respect to the Property or the applicable portion thereof. PILOT shall be due and payable not later than when the taxes would have been due and payable if the Property were still on the tax rolls.

If the exact property taxes that would have been payable cannot be determined for any reason, including because an assessment was not performed due to tax-exempt ownership, the amount of PILOT due shall equal the immediately preceding year's property tax amount, increased by three percent (3%), compounded annually, for each year that the PILOT are required.

For clarity, and without limiting the foregoing, the Paying Party shall be solely responsible for the payment of: (a) any property taxes unpaid in the year in which the tax-exempt entity acquires ownership of the Property; (b) any property taxes assessed for the year in which the tax-exempt entity acquires ownership of the Property; and (c) the full amount of PILOT owed for any year in which the Property is owned by a tax-exempt entity on January 1 of that year.

For example, if the Property is assessed as of January 1, 2027, with taxes payable in installments throughout 2028, and the Property is transferred to a Tax-Exempt Transferee on June 1, 2027, the Paying Party shall be responsible for all 2027 property taxes and any other unpaid taxes owing on the Property. If the Property remains tax-exempt on January 1, 2028, and is transferred to a taxable entity on June 1, 2028, the Paying Party shall be responsible for the full amount of PILOT owed for the 2028 tax year.

- i. Failure to pay PILOT. In the event the Property is sold, transferred, or conveyed to a Tax-Exempt Transferee, whether by foreclosure, deed-in-lieu, receiver's conveyance, or otherwise, and the PILOT required by this Section IV(P) is not paid within thirty (30) days after the date it would otherwise have been due, such nonpayment shall constitute an Event of Default under Section VII(B) of this Agreement. Upon such Event of Default, the Town may, in its sole discretion, terminate this Agreement, and neither the Developer nor any Tax-Exempt Transferee shall have any right to receive further payments under this Agreement, without prejudice to any other rights or remedies available to the Town. Such termination shall not limit any other of the Town's remedies available under this Agreement, including, but not limited to, the right to seek reimbursement from the Paying Party as a contractual obligation under this Agreement for any unpaid PILOT amounts, together with reasonable legal fees and costs incurred by the Town in enforcing this Agreement or collecting such amounts.

If, following termination of this Agreement, title is thereafter transferred to a taxable owner and delinquent PILOT amounts are paid in full to the Town, the Town may, in its sole discretion, agree in writing to reinstate this Agreement prospectively. Any such reinstatement shall not obligate the Town to pay any amounts that were not appropriated or paid during the period of tax-exempt ownership. Upon reinstatement, the terms of this Agreement shall be enforceable against the new taxable owner as if it had been an original signatory hereto.

- ii. SBA 504 Loan; PILOT. The Bank of Kaukauna, a Wisconsin banking corporation ("**Bank of Kaukauna**") joins the first amendment to this Agreement for the limited purpose of assuming the obligation to make PILOT required under this agreement in the event the Property becomes owned, directly or indirectly, by a Tax-Exempt Transferee as a result of foreclosure, deed-in-lieu of foreclosure, or similar transfer arising from the SBA 504 loan made or to be made to Developer (the "**Loan**"). It is agreed that the Town's consent shall not be required in connection with any conveyance pursuant to or following any SBA foreclosure (or acceptance of deed in lieu of foreclosure) of such mortgage. This provision shall survive any termination or cancellation of this Agreement and shall run with the land

If the SBA, or any tax-exempt successor thereof, acquires legal or equitable title to the Property as a result of a default under the Loan (such occurrence, the "**SBA Transfer**"), Bank of Kaukauna shall be the Paying Party for PILOT obligations required under this Agreement for the duration of such tax-exempt ownership. Bank of Kaukauna's obligation to pay PILOT shall be primary, direct, and enforceable against Bank of Kaukauna, and shall not be dependent upon any action or inaction by the SBA or any other party. In the event of SBA Transfer, Bank of Kaukauna shall also assume the obligation of paying any taxes outstanding at the time of the SBA Transfer in addition to PILOT owed under this section.

In the event that Bank of Kaukauna fails to make any required PILOT payment within thirty (30) days after the date such payment would otherwise have been due, such failure shall constitute an Event of Default under Section VII(B) of this Agreement. Upon such Event of Default, the Town may, in its sole discretion and without prejudice, exercise any and all rights and remedies available under this Agreement or at law or in equity, including termination of this Agreement, cessation of incentive payments, and seeking reimbursement from Bank of Kaukauna for any unpaid PILOT amounts, together with reasonable attorneys' fees, costs, and expenses incurred by the Town in enforcing this Agreement or pursuing collection of such amounts.

(d) Section V of the Existing Agreement is hereby amended by inserting the following section after Section V(H):

I. Suspension and Cessation of Payments During Tax-Exempt Ownership or PILOT Default. Notwithstanding anything to the contrary in this Agreement, in the event that (i) title to all or any portion of the Property is transferred to or vested in a Tax-Exempt Transferee, whether by foreclosure, deed-in-lieu, receiver's conveyance, or otherwise, (ii) the PILOT required by Section IV(P) is not paid in full within thirty (30) days after the date it would otherwise have been due, then, for so long as such condition exists:

- i. No Available Tax Increments shall be appropriated, accrued, or paid to Developer or to any assignee, lender, or other party claiming such

Available Tax Increments through Developer, and no further payments shall be made or accrued under this Agreement, including without limitation, any PAYGo installments or any obligation to issue or pay under any tax increment revenue bond contemplated by this Section V. Such action by the Town under this Section V(I) shall not be considered an Event of Default, as such term is defined within this Agreement.

ii. The Town shall have no obligation to appropriate funds, make payments, or issue any tax increment revenue bond or other instrument for the benefit of Developer or any assignee or lender during any such period.

iii. Such nonpayment shall be considered an Event of Default and the Town may seek any remedies available to it pursuant to Section VII(B) of this Agreement, including, but not limited to termination of this Agreement and seeking reimbursement from the Paying Party for amounts owed to the Town for unpaid PILOT amounts and legal fees incurred in connection with this Agreement.

iv. Upon the Town's termination of this Agreement pursuant to Section VII, rights of Developer and any assignee or lender to receive further payments or performance under this Agreement shall immediately and irrevocably cease. Such termination shall not affect the Town's ability to seek other remedies available to it under Section VII(B) of this Agreement.

v. If, after such termination or suspension, title to the Property is transferred to a taxable owner and delinquent PILOT amounts are paid in full to the Town, the Town may, in its sole discretion, agree in writing to reinstate this Agreement prospectively, but shall have no obligation to pay any amounts not appropriated or paid during the period of tax-exempt ownership or PILOT default.

(e) Section VII(B) of the Existing Agreement is hereby amended by deleting the Section in its entirety and inserting the following words in its place:

B. Default; Remedies. In the event that either the Town or the Developer defaults under any material terms or conditions of this Agreement (an "**Event of Default**"), the defaulting party may, in its sole discretion, terminate this Agreement upon written notice and declare that no further payments or accrual of payment rights shall be made under this Agreement, including, but not limited to, TIF Incentives contemplated by this Agreement. Further, the defaulting party shall be responsible for costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the nondefaulting party and payments owed under this agreement, including PILOT amounts. Nonexclusive of their right to terminate, the nondefaulting Party may use any legally available means to pursue the amounts owed under this Section VII(B) following an Event of Default. The rights and remedies of the nondefaulting party shall not be limited to those specified in this Agreement, but the nondefaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity. Developer

Entity and Developer Principal shall be jointly and severally liable for the payment and performance of all obligations of the Developer under this Agreement and the Town may bring suit against each such entity, jointly or severally, or against any one or more of them.

3. Sufficiency of Amendment. For clarity, and notwithstanding anything to the contrary, the Parties agree that this Amendment, by which Bank of Kaukauna hereby assumes PILOT obligations detailed in the Amended Agreement for the SBA should the SBA assume legal or equitable title to the Property, and the Town retains the ability to terminate the Amended Agreement should such PILOT not be made, satisfies the requirements to amend the Existing Agreement as provided in section IX(F) of the Existing Agreement.

4. Date of Effectiveness. This Amendment will be deemed effective as of the date that each Party has executed this Amendment (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Amended Agreement.

5. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) Those representations set forth in Section VIII of the Existing Agreement are true, correct, and accurate as of the date of this Amendment.

6. Settlement of Preexisting Claims. AS CONSIDERATION FOR THIS AMENDMENT, TOWN AGREES TO ENTER INTO SUCH AGREEMENTS AS MAY BE

REQUIRED BY DEVELOPER'S CHOSEN LENDER TO FACILITATE DEVELOPER
SECURING AN SBA 504 LOAN.

7. Miscellaneous.

(a) **Governing Law.** This Amendment is governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the conflict of laws provisions of such State.

(b) **Binding Effect.** This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) **Headings.** The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) **Counterparts.** This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) **Severability.** If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Amendment.

(f) **Entire Agreement.** This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

THE TOWN:

TOWN OF CLAYTON, a Wisconsin municipal corporation

By: _____
Russ Geise, Town Chair

Subscribed and sworn to before me this _____ day
of _____, 2026, by Russell Geise, Town
Chair.

Notary Public
My commission expires: _____

By: _____
Kelsey Faust-Kubale, Town Clerk

Subscribed and sworn to before me this _____ day
of _____, 2026, by Kelsey Faust-Kubale,
Town Clerk.

Notary Public
My commission expires: _____

DEVELOPER ENTITY:

Last Time Realty, LLC, a Wisconsin limited liability company

By: John J. Toppins and Mary J. Toppins Joint Revocable Trust, sole member

John J. Toppins, individually

Subscribed and sworn to before me this _____ day
of _____, 2026, by John J Toppins, as
Trustee.

Notary Public
My commission expires: _____

Mary J. Toppins, individually

Subscribed and sworn to before me this _____ day
of _____, 2026, by Mary J Toppins, as
Trustee.

Notary Public
My commission expires: _____

Signature Page Continue on next page

DEVELOPER PRINCIPAL:

By: _____
John J. Toppins, individually

Subscribed and sworn to before me this _____ day
of _____, 2026, by John J Toppins, as
Trustee.

Notary Public
My commission expires: _____

BANK OF KAUKAUNA

BANK OF KAUKAUNA, a Wisconsin banking corporation

By: _____
Name:
Title:

Subscribed and sworn to before me this _____ day
of _____, 2026, by _____,
as _____.

Notary Public
My commission expires: _____

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the lease agreement for Oink's Restaurant, currently located at 8386 State Rd 76, Suite A, Neenah, WI.

At the January 21, 2026, meeting the Board asked Staff to speak to the tenant to see if they would be agreeable to a 2-year lease with a six-month notice of termination. The tenants confirmed with Administrator Wisnefske that they would be agreeable to those terms.

SUGGESTED MOTION(S):

Motion to extend the lease for Oink's Restaurant for two years.

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review & discussion on the Town of Clayton Open Forum policy.

Requested to be placed on the agenda by Supervisor Grundman.

Current policy language for Town Board Meetings:

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.

Current policy language for Plan Commission Meetings:

Individuals properly signed in may speak directly to the Plan Commission on non-repetitive Planning and Zoning matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Commission. 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 Commission'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.

DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN

If you have any questions about this information, please call or e-mail me.

Respectfully Submitted,
Kelsey

Town of Clayton

8348 Hickory Ave, Larsen, WI 54947 • (920) 836-2007

Individuals properly signed in may speak directly to the Town Board on **non-repetitive topics**, whether or not it is 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.

Request to Speak During Open Forum

Please complete this form and return to the **Town Clerk *PRIOR TO*** the meeting.

Please print clearly:

Meeting Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

Topic / Summary of Topic:

Please be aware that the Town Board may not discuss or take any action on issues raised during Open Forum.

When your name is called, please stand to address the Board. Thank you.



State of Wisconsin

Department of Justice



Open Meetings

Open Meetings Compliance Guide

This guide provides an overview of the law and compiles information provided by Wisconsin DOJ in response to inquiries submitted over the course of several decades. This guide is provided pursuant to [Wis. Stat. § 19.98](#) and does not constitute an informal or formal opinion of the Attorney General pursuant to [Wis. Stat. § 165.015\(1\)](#).

[Open Meetings Compliance Guide](#)

Meeting Notices

Meetings notices for the Wisconsin Department of Justice:

- Diversity Advisory Council, Black History Month Community Event | February 11, 2026 at 10:00 a.m. | [View the meeting notice](#)
- Diversity Advisory Council | February 12, 2026 at 10:00 a.m. | [View the meeting notice](#)
- Office of Crime Victim Services, Task Force on Children in Need, Judicial Subcommittee Meeting | February 13, 2026 at 12:00 p.m. | [View the meeting notice](#)
- Wisconsin Violence Against Women Act, Services, Training, Officers, and Prosecution (VAWA STOP) Advisory Committee | February 17, 2026 at 10:00 a.m. | [View the meeting notice](#)
- Office of Crime Victim Services, Task Force on Children in Need, Training Support Subcommittee Meeting | February 24, 2026 at 9:00 a.m. | [View the meeting notice](#)



- Office of Crime Victim Services, Task Force on Children in Need, Mental Health Barriers Subcommittee Meeting | March 3, 2026 at 9:00 a.m. | [View the meeting notice](#)

About the Wisconsin Open Meetings Law

[Wisconsin's Open Meetings Law](#), enacted in 1976, promotes openness in government by providing Wisconsin citizens with an opportunity to attend and observe the meetings of governmental bodies.

The open meetings law requires that all meetings of all state and local governmental bodies shall be publicly held in places reasonably accessible to members of the public and shall be open to all citizens at all times unless otherwise expressly provided by law. More detailed information about the open meetings law is available in the compliance guide and other resources below.

Frequently Asked Questions

When does a meeting occur such that the open meetings law applies?

What can I do if I believe a governmental body violated the open meetings law?

My town board's meeting minutes do not reflect everything that occurred at the meeting. Is this a violation of the open meetings law?

What is a walking quorum?

What type of notice is required for a meeting of a government body?



As a private citizen, do I have a right to speak at my city council's public meetings?

The Wisconsin Open Meetings Law acknowledges the public is entitled to the fullest and most complete information regarding government affairs as long as it does not hinder the conduct of governmental business. All meetings of governmental bodies, such as a city council, shall be held publicly and be open to all citizens at all times unless otherwise expressly provided by law. The open meetings law does not require a governmental body to allow members of the public to speak or actively participate in an open session meeting. The law only grants citizens the right to attend and observe open meetings.

However, the law permits a governmental body to set aside a portion of an open meeting as a public comment period. While public comment periods are not required, if a governmental body decides to have such a comment period, it must be included in the meeting notice.

There are other state statutes — other than the open meetings law — that require governmental bodies to hold public hearings regarding certain matters. Unless such a statute specifically applies, a governmental body has wide discretion over any public comment period it chooses to permit. Besides the discretion over whether to allow public comments at all, a body also has discretion to decide to what extent it will allow public participation. For example, a governmental body can limit how much time each citizen may speak.

If a governmental body permits a public comment period, it may receive information from the public, and it may discuss any subject raised by a member of the public. A body may not take any formal action on such a subject unless it was identified in the body's meeting notice. If a citizen raises a subject that is not included on the meeting notice, it may be advisable for the body to limit substantive discussion on the subject until a subsequent meeting in which the body can include the subject on the



meeting notice.

Open Government Quick Links

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Public Records Compliance Guide
Open Meetings
Open Meetings Compliance Guide
Open Government Resources

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Board of Commissioners

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Anyone else permitted to be present is honor-bound not to divulge anything that occurred. Reading and approval of the minutes of an executive session must take place only in executive session, unless that which would be reported in the minutes is not secret. When the minutes of an executive session must be considered for approval at an executive session held solely for that purpose, the brief minutes of the latter meeting are, or are assumed to be, approved by that meeting. (For additional rules regarding access to minutes and other records, including those kept by boards and committees, that are protected by the secrecy of an executive session, see 47:36 and 49:17–19.)

Public Session

9:28 A deliberative assembly or committee is normally entitled to determine whether nonmembers may attend or be excluded from its meetings (even when not in executive session). Many public and semipublic bodies, however, are governed by sunshine laws—that is, their meetings must be open to the public. Normally, such laws have no application to private, nongovernmental bodies.

9:29 In meetings of many public bodies, such as school boards, the public may attend. Similarly, in some private organizations such as church councils, parishioners may be permitted to attend. These attendees are not members of the meeting body and ordinarily have no right to participate. Some bodies, especially public ones, may invite nonmembers to express their views, but this is done under the control of the presiding officer subject to any relevant rules adopted by the body and subject to appeal by a member. Often, by rule or practice, time limits are placed on speakers and relevance is closely monitored.

Electronic Meetings

9:30 Extension of Parliamentary Law to Electronic Meetings. Except as authorized *in the bylaws*, the business of an organization or

61:4 Formal disciplinary procedures should generally be regarded as a drastic step reserved for serious situations or those potentially so. When it appears that such measures may become necessary, proper and tactful handling of the case is of prime importance. It is usually in the best interests of the organization first to make every effort to obtain a satisfactory solution of the matter quietly and informally.

61:5 Cases of conduct subject to disciplinary action divide themselves into: offenses occurring in a meeting; and offenses by members outside a meeting.

Dealing with Offenses in a Meeting

61:6 **Principles Governing Discipline at Meetings.** A society has the right to determine who may be present at its meetings and to control its hall while meetings are in progress; but all members have the right to attend except in cases where the bylaws provide for the automatic suspension of members who fall in arrears in payment of their dues, or where the society has, by vote and as a penalty imposed for a specific offense, forbidden attendance.

61:7 Nonmembers, on the other hand—or a particular nonmember or group of nonmembers—can be excluded at any time from part or all of a meeting of a society, or from all of its meetings. Such exclusion can be effected by a ruling of the chair in cases of disorder, or by the adoption of a rule on the subject, or by an appropriate motion as the need arises—a motion of the latter nature being a question of privilege (see 9:25; 9:28–29; and 19).

61:8 All persons present at a meeting have an obligation to obey the legitimate orders of the presiding officer.² Members, however, can appeal from the decision of the chair (24), move to suspend the rules (25), or move a reconsideration (37)—depending on the circumstances of the chair's ruling. A member can make such an appeal or motion whether the order involved applies to him or not.

2. See, however, *Remedies for Abuse of Authority by the Chair in a Meeting*, 62:2ff.

is prepared to apologize, that his rights of membership be suspended for a time, or that he be expelled from the organization.

61:16

The offending member can be required to leave the hall during the consideration of his penalty, but he must be allowed to present his defense briefly first. A motion to require the member's departure during consideration of the penalty—which may be assumed by the chair if he thinks it appropriate—is undebatable, is unamendable, and requires a majority vote.

61:17

If the member denies having said anything improper, the words recorded by the secretary can be read to him and, if necessary, the assembly can decide by vote whether he was heard to say them. On the demand of a single member—other than the named offender, who is not considered to be a voting member while his case is pending—the vote on imposing a penalty must be taken by ballot, unless the penalty proposed is only that the offender be required to leave the hall for all or part of the remainder of the meeting. Expulsion from membership requires a two-thirds vote.

61:18

If the assembly orders an offending member to leave the hall during a meeting as described above and he refuses to do so, the considerations stated below regarding the removal of offenders apply; but such a member exposes himself to the possibility of more severe disciplinary action by the society.

61:19

Protection from Annoyance by Nonmembers in a Meeting; Removal of an Offender from the Hall. Any nonmembers allowed in the hall during a meeting, as guests of the organization, have no rights with reference to the proceedings (61:6-8). An assembly has the right to protect itself from annoyance by nonmembers, and its full authority in this regard—as distinguished from cases involving disorderly members—can be exercised by the chair acting alone. The chair has the power to require nonmembers to leave the hall, or to order their removal, at any time during the meeting; and the nonmembers have no right of appeal from such an order of the presiding officer. However, such an order may be appealed by a member.

61:20

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61:22

That appeal is undebatable (see 24:3(5)(a)). At a mass meeting (53), any person who attempts to disrupt the proceedings in a manner obviously hostile to the announced purpose of the meeting can be treated as a nonmember under the provisions of this paragraph.

61:20

If a person—whether a member of the assembly or not—refuses to obey the order of proper authority to leave the hall during a meeting, the chair should take necessary measures to see that the order is enforced, but should be guided by a judicious appraisal of the situation. The chair can appoint a committee to escort the offender to the door, or the sergeant-at-arms—if there is one—can be asked to do this. If those who are assigned that task are unable to persuade the offender to leave, it is usually preferable that he be removed by police—who may, however, be reluctant to intervene unless representatives of the organization are prepared to press charges.

61:21

The sergeant-at-arms or the members of the appointed committee themselves may attempt to remove the offender from the hall, using the minimum force necessary. Such a step should generally be taken only as a last resort, since there may be adverse legal consequences; and a person who would refuse to leave upon legitimate request may be the type most likely to bring suit, even if with little justification. In cases where possibly serious annoyance by hostile persons is anticipated—in some mass meetings, for example—it may be advisable to arrange in advance for the presence of police or guards from a security service agency.

Offenses Elsewhere Than in a Meeting; Trials

61:22

If improper conduct by a member of a society occurs elsewhere than at a meeting, the members generally have no first-hand knowledge of the case. Therefore, if disciplinary action is to be taken, charges must be preferred and a formal trial held before the assembly of the society, or before a committee—standing or special—which is then required

2/13/2026 10:45 AM

Reprint Check Register - Quick Report - ALL

Page: 1

ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 1/01/2026 From Account:
 Thru: 1/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
32220	1/08/2026	FOX VALLEY TECHNICAL COLLEGE	237,734.61
32221	1/08/2026	LARSEN WINCHESTER SANITARY DISTRICT	23,840.72
32222	1/08/2026	NEENAH JOINT SCHOOL DISTRICT	1,636,752.61
32223	1/08/2026	NEW LONDON SCHOOL DISTRICT	47.72
32224	1/08/2026	WINNEBAGO COUNTY TREASURER	1,249,762.51
32225	1/08/2026	WINNECONNE COMMUNITY SCHOOL DISTRICT	338,957.31
32226	1/09/2026	AIT BUSINESS TECHNOLOGIES LLC	2,928.02
32227	1/09/2026	ARCHITECS IN COMMON LLC	1,500.00
32228	1/09/2026	ASSOCIATED APPRAISAL CONSULTANTS INC	1,984.17
32229	1/09/2026	BASSETT MECHANICAL	1,551.00
32230	1/09/2026	CINTAS CORPORATION	1,485.27
32231	1/09/2026	CIVICPLUS LLC	6,003.11
32232	1/09/2026	FASTENAL COMPANY	128.60
32233	1/09/2026	FOX-WOLF WATERSHED ALLIANCE	685.00
32234	1/09/2026	GARROW OIL MARKETING INC	2,063.44
32235	1/09/2026	HORTON GROUP INC	743.00
32236	1/09/2026	LIBERTY VOTE USA INC	534.00
32237	1/09/2026	MSA	1,159.54
32238	1/09/2026	NEW FARM TECHNOLOGIES LLC	1,350.00
32239	1/09/2026	RHYME BUSINESS PRODUCTS	499.00
32240	1/09/2026	SAUBY, GARY	82.69
32241	1/09/2026	SERVICE OIL COMPANY, INC	21,094.90
32242	1/09/2026	STATE LINE FIRE & SAFETY INC	830.00
32243	1/09/2026	STERICYCLE/SHRED-IT	162.85
32244	1/09/2026	TEAMSTERS LOCAL UNION 662	199.00
32245	1/09/2026	TOM HERRMANN	300.00
32246	1/09/2026	WI DEPT OF JUSTICE	7.00
32247	1/09/2026	WORKHORSE SOFTWARE SERVICES INC.	2,900.00
32248	1/20/2026	BOUND TREE MEDICAL, LLC	483.80
32249	1/20/2026	COUNTRY VISIONS COOPERATIVE	74.93
32250	1/20/2026	EAST CENTRAL WISCONSIN PLUMBING INSPECTORS	25.00
32251	1/20/2026	FOX WEST REGIONAL SEWERAGE COMMISSION	6,069.78
32252	1/20/2026	GARROW OIL MARKETING INC	198.75

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ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 1/01/2026 From Account:
 Thru: 1/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
32253	1/20/2026	GRAYS INC	670.00
32254	1/20/2026	KUNDINGER FLUID POWER INC	311.43
32255	1/20/2026	LANGE ENTERPRISES INC	113.06
32256	1/20/2026	LARSEN WINCHESTER SANITARY DISTRICT	155.10
32257	1/20/2026	MANNING GROSS & MASSENBURG LLP	22,637.00
32258	1/20/2026	N&M AUTO SUPPLY	117.85
32259	1/20/2026	NEW FARM TECHNOLOGIES LLC	1,350.00
32260	1/20/2026	PLACH AUTOMOTIVE INC	286.74
32261	1/20/2026	TED ECKSTEIN	900.00
32262	1/20/2026	WINNEBAGO COUNTY TREASURER	15,012.90
32263	1/20/2026	WINNEBAGO LIQUID WASTE	150.00
32264	1/20/2026	ZACHARY KOHLER	43.00
CS12-25	1/09/2026	CENTRAL STATES H&W FUND	20,759.80
GEN1225	1/02/2026	WI PUBLIC SERVICE	40.45
SVC1-26	1/15/2026	NICOLET NATIONAL BANK	105.00
WE11-25	1/12/2026	WE ENERGIES	124.01
DOR12226	1/23/2026	WI DEPT OF REVENUE	1,096.30
WPSUNITC	1/30/2026	WI PUBLIC SERVICE	9.36
DOR826848	1/29/2026	WI DEPT OF REVENUE	1,660.26
KT1-19-26	1/19/2026	KWIK TRIP INC	302.13
EFTPS12843	1/15/2026	EFTPS	435.60
EFTPS29131	1/23/2026	EFTPS	5,796.88
NNBCC11-25	1/02/2026	NICOLET NATIONAL BANK	1,953.30
WPSSL12-26	1/26/2026	WI PUBLIC SERVICE	906.93
EFTPS133137	1/12/2026	EFTPS	9,184.09
EFTPS268579	1/05/2026	EFTPS	967.89
ETF12232025	1/23/2026	WI DEPT OF EMPLOYEE TRUST FUNDS	9,256.52
WPS83481125	1/07/2026	WI PUBLIC SERVICE	2,420.79
WPS12-251-30	1/30/2026	WI PUBLIC SERVICE	290.94
WPS902312-25	1/21/2026	WI PUBLIC SERVICE	319.00
Grand Total			3,639,514.66

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ACCT

NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 1/01/2026 From Account:
Thru: 1/31/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	3,590,167.14
Total Expenditure from Fund # 230 - SOLID WASTE/RECYCLING	7,552.84
Total Expenditure from Fund # 240 - CEMETERY	900.00
Total Expenditure from Fund # 400 - GENERAL CAPITAL PROJECTS	30,489.44
Total Expenditure from Fund # 420 - TID #1	2,929.01
Total Expenditure from Fund # 620 - SANITARY DISTRICT	6,069.78
Total Expenditure from Fund # 640 - STORM WATER	1,406.45
Total Expenditure from all Funds	3,639,514.66