



BOARD OF SUPERVISORS MEETING

Wednesday, April 02, 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, March 19, 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 March 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

BUSINESS

- A. Discussion/Action: Town Board review & consideration of approving the CY 2025 farm leases for the following Town-owned properties:
 - Leslie Ory: Tax ID #006-0391-05; Total of 7.11 acres
 - Mall View Farms LLC: Tax ID #s 006-0339-06; 006-0339-07; 006-0344; 006-0345; Total of 22.51 acres
 - Van De Loo Farms LLC: Tax ID #006-0319-04-02; Total of 1.75 acres
 - Daniel Seelow: Tax ID #006-0328-01; Total of 22.37 acres
- B. Discussion/Action: Town Board review & consideration of the Confidentiality Agreement between Winnebago County and the Town of Clayton in response to the enactment of 2023 Wisconsin Act 235.

- C. Discussion/Action: Town Board review & consideration of Resolution 2025-003 Authorizing the Issuance and Sale of \$12,130,000 General Obligation Promissory Notes, Series 2025A.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Apr 16 **after Annual Reorganization Meeting**; May 7 & 21; June 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - April 9; May 14; June 11
- C. 175th Annual Meeting of the Town's Electors - April 15, 2025 at 6:30 pm
- D. Annual Reorganizational Meeting - April 16, 2025 at 6:00 pm
- E. Open Book - May 13, 1 pm to 3 pm via phone scheduled appointments with Associated Appraisal
- F. Board of Review - May 27 10 am to 12 pm

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, March 19, 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

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, March 5, 2025 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Minutes of the Wednesday, March 5, 2025 Town Board Meeting as presented.

Motion carried by unanimous voice vote.

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

CORRESPONDENCE

- A. Distribution of the March 2025 Winnebago County Tonnage Report
- B. Distribution of the Draft Audit Report submitted by KerberRose for the year ended December 31, 2024

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 Brittany & Chris Voigt for a proposed

commercial stable use located at 3411 Winnegamie Dr, specifically described as Tax ID #006-0042-02.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

- B. Plan Commission Recommendation: Town Board review & consideration of a Site Plan Application submitted by Wildflower Development for a proposed addition to the existing storage condominium development located on Tax ID #006-0895-06 (north of 7577 Black Top Way).

DISCUSSION ITEM ONLY - NO ACTION TAKEN

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Resolution 2025-002 Amending the Town of Clayton Fee Schedule for the addition of the Short-Term Rental Permit.

MOTION

Motion made by Supervisor Christianson, **Seconded** by Supervisor Lettau to approve Resolution 2025-002 Amending the Town's Fee Schedule and direct Staff to post the new fee schedule to the Town's Website.

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

Motion carried 5-0.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

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 D. Annual Reorganizational Meeting - April 16, 2025

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 7:00 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
 Town Clerk

INTERMUNICIPAL REPORT MARCH 2025 PERMITTING

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE
TOWN OF CLAYTON PERMITS:								
3/4/2025	43-25-3E	JEFF CORCORAN	2825 CAMPERS BLVD	SERVICE CHANGE	TRU-POWER ELECT	\$ 43,480.00	\$ 100.00	\$ 80.00
3/4/2025	44-25-3H	JENNIFER HENRY	8043 GALAXY	REPLACE WATER HEATER	BLACK-HAAK	\$ 7,000.00	\$ 75.00	\$ 60.00
3/5/2025	45-25-3B	DENNIS THIEL	2671 LAWRENCE	NSFD	THIEL BUILDERS	\$ 400,000.00	\$ 750.00	\$ 600.00
3/5/2025	46-25-3E	DENNIS THIEL	2671 LAWRENCE	NSFD ELECT	VOSTERS ELECT	\$ 15,000.00	\$ 347.22	\$ 277.78
3/5/2025	47-25-3H	DENNIS THIEL	2671 LAWRENCE	NSFD HVAC	BERKEN HVAC	\$ 12,000.00	\$ 347.22	\$ 277.78
3/5/2025	48-25-3P	DENNIS THIEL	2671 LAWRENCE	NSFD PLUMB	RYAN MURPHY	\$ 18,000.00	\$ 347.22	\$ 277.78
3/11/2025	49-25-3B	ROBERT CAVAGNOL	8007 NICHOLE HEIGHTS	FENCE	MI T FENCE	\$ 29,403.00	\$ 150.00	\$ 120.00
3/11/2025	50-25-3B	JAMES BRICCO	8049 SAQUARO	REROOF	ERIE CONSTRUCTION	\$ 56,380.00	\$ 75.00	\$ 60.00
3/11/2025	51-25-3B	ADAM MARTIN	7535 CENTER	DETACHED GARAGE	ADAM MARTIN	\$ 18,000.00	\$ 311.68	\$ 249.34
3/11/2025	52-25-3B	WSI	2678 CTY II	RAZE HOUSE	IMMEL EXCAVATING	\$ 10,000.00	\$ 160.00	\$ 128.00
3/11/2025	53-25-3B	WSI	2686 CTY II	RAZE HOUSE	IMMEL EXCAVATING	\$ 10,000.00	\$ 160.00	\$ 128.00
3/11/2025	54-25-3B	ROBIN BRANDENBERG	7393 CARDEN	DECK	REVAMP FENCE & DECK	\$ 38,501.00	\$ 228.76	\$ 183.01
3/17/2025	55-25-3B	MIKE EBBEN	3196 WESTFIELD RIDGE	DETACHED GARAGE	BVH CONSTRUCTION	\$ 35,000.00	\$ 193.60	\$ 154.88
3/26/2025	56-25-3B	VIRGINIA STURM	30589 BUTTERCUP	REMOD	VKB CONST	\$ 54,400.00	\$ 253.00	\$ 202.40
3/26/2025	57-25-3B	KATIE RAYMOND	9425 MEMORY	EGRESS WINDOW	ABT FOUNDATION	\$ 7,095.00	\$ 75.00	\$ 60.00
3/26/2025	58-25-3E	TODD ZOOK	2664 CASSY	PANEL CHANGE	WILLOW ELECT	\$ 2,200.00	\$ 75.00	\$ 60.00
3/26/2025	59-25-3H	JENNIFER HENRY	8043 GALAXY	FURNACE REPLACEMENT	BLACK-HAAK	\$ 5,000.00	\$ 75.00	\$ 60.00
3/26/2025	60-25-3E	TRAVIS JANSSEN	8048 PRAIRIEWOOD	ELECTRIC FOR POOL	SPRANGERS ELECT	\$ 10,000.00	\$ 75.00	\$ 60.00
TOTALS						\$ 771,459.00	\$ 3,798.70	\$ 3,038.96
TOWN OF WINNECONNE PERMITS:								
3/11/2025	29-25-3B	DEBRA KLAPPERICH	4971 RIVERMOOR	NSFD	ENVISION BUILDERS	\$ 500,000.00	\$ 500.00	\$ 400.00
3/11/2025		DEBRA KLAPPERICH	4971 RIVERMOOR	TOWN FEES	ENVISION BUILDERS		\$ 610.00	
3/11/2025	30-25-3B	DEBRA KLAPPERICH	4971 RIVERMOOR	RAZE HOUSE	WALLY SCHMID EXC	\$ 5,000.00	\$ 55.00	\$ 44.00
3/17/2025	31-25-3B	PATRICK KERRIGAN	6441 PAULSON	NSFD	A-SQUARE BLDGS	\$ 460,800.00	\$ 500.00	\$ 400.00
3/17/2025		PATRICK KERRIGAN	6441 PAULSON	TOWN FEES	A-SQUARE BLDGS		\$ 610.00	
3/24/2025	32-25-3B	STEVE LOKER	5056 BRODERICK RD	GARDEN SHED	SELF	\$ 13,545.00	\$ 84.20	\$ 67.36
3/24/2025	33-25-3B	CHAD LONGWORTH	5161 ISLAND	REMOD	LONGWORTH BLDRS	\$ 100,000.00	\$ 385.00	\$ 308.00
3/24/2025	34-25-3E	DAVID BELTER	5723 CTY S	SOLAR INSTALL	ARCH SOLAR	\$ 28,199.00	\$ 60.00	\$ 48.00
3/26/2025	35-25-3B	TROY PEPPLER	5143 LASLEY POINT	DETCHAHED GARAGE	SELF	\$ 25,366.00	\$ 143.00	\$ 114.40
3/26/2025	36-25-3B	SALLY KORN	5819 CRESTVIEW	REROOF	SECURITY LUEBKE	\$ 18,600.00	\$ 50.00	\$ 40.00
TOTALS						\$ 1,151,510.00	\$ 2,997.20	\$ 1,421.76

County Board Update



Miller, Howard <Howard.Miller@winnebagocountywi.gov>

To Clerk Town of Clayton; clerk@townofwinchesterwi.com; townofwolfriver@centurytel.net

Reply
 Reply All
 Forward

Tue 3/25/2025 6:26 AM

TO DO

Follow up. Start by Tuesday, March 25, 2025. Due by Tuesday, March 25, 2025.

Strategic Plan 2025-2029.pdf
 11 MB

Hi Clerks

The county board passed a five-year Strategic Plan. It identifies five pillars that it feels are important to Winnebago County and gives an explanation of them. I have attached a copy of the report. If you have any questions I will try to answer them.

I plan to attend the following town board meetings in April:

- April 2 - Clayton
- April 7 – Winchester
- April 28 – Wolf River

Howie

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



2025 - 2029

STRATEGIC PLAN

Adopted by the Board of Supervisors
XX-XX-XXXX



Winnebago County

INTRODUCTION

Winnebago County is a thriving, forward-thinking community committed to fostering economic growth, preserving natural resources, and enhancing the well-being of all residents. As we look to the future, we recognize the need for a strategic, balanced approach to our work - one that ensures sustainability, strengthens public services, and fosters a high quality of life. This strategic plan serves as a roadmap for progress, guiding our decisions and investments to build a stronger, more resilient county for generations to come.

Rooted in principles of leadership, responsible stewardship, and inclusive community engagement, this plan reflects our shared vision for Winnebago County: a place where businesses flourish, residents have the opportunity to thrive, and where investments are made with an eye to the future. Through thoughtful planning and collaboration, we will drive meaningful improvements in housing, transportation, economic development, government efficiency, and quality of life initiatives ensuring that our county remains competitive and adaptable in an ever-changing world.



This plan is more than just a vision - it is a commitment to action. By working alongside residents, businesses, and community partners, we will build upon our strengths, embrace new opportunities, and address the challenges ahead with confidence and purpose. Together, we will shape a future that honors Winnebago County's rich heritage while positioning it as a premier place to live, work, visit, and invest.

OUR VISION AND VALUES

Winnebago County is a thriving, forward-thinking community that embraces diversity, fosters economic growth, and preserves our rich natural resources. Through purposeful planning and collaboration, we provide a high quality of life, efficient government, and sustainable infrastructure to ensure long-term success and prosperity for all.

LEADERSHIP WITH VISION

We embrace a future-focused mindset, making proactive and strategic decisions that ensure long-term success. Our leadership values innovation, adaptability, and collaboration to create a thriving community for generations to come.

RESPONSIBLE GROWTH AND STEWARDSHIP

We are committed to balancing economic growth with environmental responsibility. Through careful planning, we ensure that our infrastructure, housing, and business sectors evolve sustainably while protecting our natural resources and enhancing quality of life.

INCLUSIVE AND ENGAGED COMMUNITY

We believe in the power of community participation and open communication. By fostering trust, transparency, and collaboration, we create a government that reflects the needs and aspirations of our residents, businesses, and visitors.

OPPORTUNITY FOR ALL

We strive to build a community where every resident has access to safe housing, reliable transportation, and livable employment. By removing barriers and expanding opportunities, we empower individuals and strengthen our local economy.

VIBRANT AND HEALTHY COMMUNITY

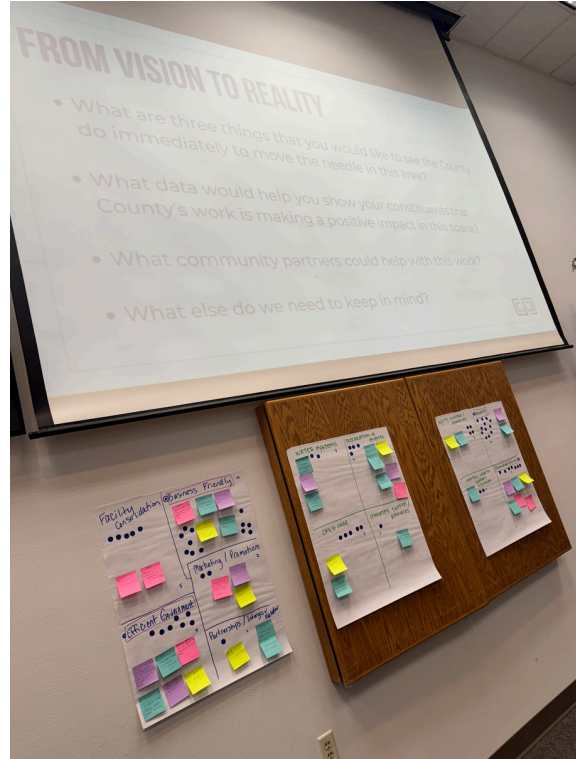
Winnebago County is a place where people want to build their future and where visitors feel welcomed. By investing in recreation, culture, and economic opportunity, we create a thriving and dynamic community that continues to attract and retain residents.

EXCELLENCE IN PUBLIC SERVICE

We are dedicated to delivering high-quality, efficient, and innovative government services. By using data-driven decision-making, technology, and strategic planning, we ensure that county resources are managed responsibly and efficiently.

THE STRATEGIC PLANNING PROCESS

To ensure the strategic plan reflects the priorities and aspirations of Winnebago County, the County partnered with public EverStrive Solutions to facilitate an engagement process. Input was collected through surveys, one-on-one interviews, and focus groups with county supervisors, county administration, department leaders, and key community partners. Representatives from local organizations, including city officials, the Oshkosh Economic Development Corporation, Fox Cities Convention & Visitors Bureau, and Discover Oshkosh, contributed valuable insights, helping to shape a vision that aligns with the county's evolving needs.



Additionally, a thorough review of existing documents, including the Priority-Based Budgeting framework, provided important context for informed decision-making. This collaborative process culminated in strategic planning workshops with both the Board of Supervisors and department leaders, ensuring alignment and shared ownership of the county's future direction.

By prioritizing open dialogue and stakeholder engagement, this plan represents a collective vision for a strong, sustainable, and forward-thinking Winnebago County.



A STRATEGIC, INFORMED, AND INTEGRATED PROCESS

Winnebago County plans to utilize a structured strategic planning and budgeting process based on clear annual milestones to align long-term objectives with practical implementation and resource management.



Four-Year Strategic Plan: The Board of Supervisors will develop a four-year strategic plan, outlining priorities that align with the county's comprehensive land use plan.

Annual Workshop: Annually, the Board of Supervisors and the County Executive will meet to review the progress and prioritize specific objectives from the strategic plan for the following year.

Departmental Work Plans: Departments will create annual work plans directly aligned with the priorities set during the workshop to ensure consistency and accountability.

Priority-Based Budgeting: Winnebago County will utilize priority-based budgeting to guide its budgeting process and transparently evaluate and allocate resources towards programs most effectively supporting strategic goals and community outcomes.

This integrated approach ensures clarity, efficiency, and responsiveness to community needs, reinforcing accountability and a strategic focus throughout county operations.



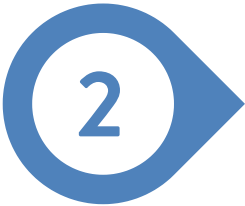
WINNEBAGO COUNTY

2025-2029 STRATEGIC PILLARS



TRANSPORTATION

Winnebago County will support an integrated, accessible, and sustainable transportation network that connects communities, supports economic development, and ensures safety for all.



HOUSING

Winnebago County will support the development of diverse housing to meet the needs of its growing and changing population.



ECONOMIC DEVELOPMENT

Winnebago County is committed to fostering a thriving business climate that drives economic growth, supports innovation, and attracts long-term investment.



EFFICIENT GOVERNMENT

Winnebago County will operate a streamlined, transparent, and modernized government that effectively serves its residents and businesses.



QUALITY OF LIFE

Winnebago County will foster a vibrant community by preserving natural resources, expanding recreational opportunities, and supporting cultural and social well-being.

STRATEGIC PILLAR 1:

TRANSPORTATION

Winnebago County is dedicated to developing a comprehensive and reliable transportation network that enhances mobility, strengthens the local economy, and connects communities. Well-maintained roads, accessible transit options, and pedestrian-friendly infrastructure are essential for supporting commerce and improving residents' daily lives. By investing in innovative and sustainable transportation solutions, the County is preparing for future growth while ensuring access to essential services

GOAL 1: ENHANCE COUNTY-WIDE CONNECTIVITY

Develop a comprehensive and connected transportation network that links municipalities, businesses, and key services while addressing gaps in transportation access.

- **Conduct a County-Wide Transportation Audit:** Assess existing infrastructure, public transit, and connectivity gaps to prioritize investments and improvements.
- **Develop a Funding and Partnership Strategy:** Identify and secure additional funding sources for transportation projects, including public-private partnerships and grants.
- **Prioritize Multi-Community Connectivity:** Work with local and regional partners to strengthen regional transportation links between municipalities.
- **Increase Public Awareness and Engagement:** Promote multi-modal transportation options through education campaigns and community outreach.

GOAL 2: INVEST IN FUTURE-READY INFRASTRUCTURE

Ensure transportation infrastructure investments are designed for long-term sustainability, adaptability, and innovation to meet evolving community needs and technological advancements.

- **Explore Smart and Emerging Transit Solutions:** Evaluate innovative and sustainable transportation options to enhance connectivity, accessibility, and regional mobility.
- **Improve Digital and Physical Navigation Tools:** Upgrade tools and systems like GIS to provide seamless access to information, improve user experience, and support efficient travel throughout the county.

GOAL 3: MAINTAIN & ENHANCE EXISTING INFRASTRUCTURE

Implement proactive maintenance strategies and asset management plans to preserve and improve the condition, safety, and efficiency of transportation infrastructure and systems.

- **Continue Investing in Road and Trail Maintenance:** Maintain roadways, walking paths, and trail networks for safety and longevity.
- **Strengthen Transportation Asset Management:** Implement data-driven maintenance plans, including Pavement Surface Evaluation and Rating (PASER) monitoring and GIS mapping.
- **Improve Safety and Response Times:** Ensure road and transit infrastructure supports efficient emergency response times for law enforcement, EMS, and fire services.

GOAL 4: ENHANCE TRANSPORTATION SAFETY FOR ALL USERS

Enhance Transportation Safety for All Users: Ensure a safe, reliable, and well-maintained transportation network that prioritizes the well-being of pedestrians, cyclists, and motorists while reducing traffic-related risks and improving emergency response capabilities.

- **Improve Pedestrian and Cyclist Safety:** Work with municipalities to implement safer crosswalks, bike lanes, and pedestrian pathways at high-traffic areas and roundabouts.
- **Strengthen Emergency Preparedness and Response:** Improve road network planning to ensure timely emergency response, including fire, EMS, and law enforcement access.

DEFINING SUCCESS

Success in transportation means that residents and businesses can move safely and efficiently throughout the county. Roads and bridges are well-maintained, reliable, and accessible to all. Investments in pedestrian and bike infrastructure create a safer, more connected community. Emergency response times improve as infrastructure supports law enforcement, EMS, and fire services.

- **Road & Bridge Quality Ratings:** Track PASER scores to ensure infrastructure is well-maintained.
- **Emergency Response Accessibility:** Track law enforcement, EMS, and fire response times, particularly in rural areas.
- **Highway Master Plan Implementation:** Track percentage of transportation infrastructure projects completed in alignment with priorities identified in the County's Highway Master Plan.

STRATEGIC PILLAR 2:

HOUSING

A diverse and accessible housing market is fundamental to the county's economic vitality and overall quality of life. Winnebago County is committed to ensuring that residents have access to a variety of quality housing options that support a range of income levels and lifestyles. By streamlining development processes and promoting innovative housing solutions, the county will cultivate strong communities and provide opportunities for residents to establish long-term roots in the county.

GOAL 1: ENSURING HOUSING FOR ALL

Create vibrant communities so residents of all income levels and backgrounds have access to safe, accessible housing options.

- **Conduct a Comprehensive Housing Needs Assessment:** Evaluate current and future housing demands by analyzing data on affordability, availability, and population trends to inform strategic planning.
- **Develop a Strategic Housing Implementation Plan:** Use findings from the housing assessment to guide targeted investments and policy changes that align with community needs.
- **Streamline Housing Development Processes:** Reduce regulatory barriers to encourage new development aligned with identified needs.

GOAL 2: CULTIVATE COMMUNITY SUPPORT FOR HOUSING INITIATIVES

Build a culture of inclusivity by promoting the benefits of diverse housing opportunities and ensuring that all residents feel a sense of belonging.

- **Combat Negative Perceptions of Housing Options:** Educate the public about the economic and social benefits of diverse housing.
- **Encourage Public-Private Housing Partnerships:** Work with municipalities, developers, nonprofits, and local agencies to implement innovative housing solutions.
- **Increase Access to Housing Support Services:** Expand homelessness prevention programs and tenant assistance resources.

DEFINING SUCCESS

Winnebago County will know it is making a difference in housing when a greater variety of housing options are available for all income levels, homeownership becomes more attainable, and homelessness is rare and brief. Partnerships with developers, nonprofits, and municipalities ensure that affordable and workforce housing is being built where it is needed. Rental costs stabilize, and housing development processes are streamlined, making it easier to meet growing demand.

- **Housing Affordability:** Measure the availability of housing at different price points throughout the county.
- **New Housing Development:** Track the number of new housing units built, including affordable and workforce housing.
- **Homelessness Rate:** Monitor the number of individuals experiencing homelessness and their time to stable housing.

STRATEGIC PILLAR 3:

ECONOMIC DEVELOPMENT

A thriving business climate is essential to economic growth, job creation, and community prosperity. Winnebago County is dedicated to fostering an environment where businesses can succeed, entrepreneurs can innovate, and industries can expand. By streamlining regulatory processes, enhancing workforce development initiatives, and strengthening economic partnerships, the county will position itself as a premier destination for business investment and long-term growth.

GOAL 1: POSITION WINNEBAGO COUNTY AS AN ECONOMIC LEADER

Showcase the county's strengths as a hub for business, entrepreneurship, and workforce development, making it a premier destination for investment.

- **Implement a Targeted Business Marketing Campaign:** Partner with economic development organizations to promote Winnebago County as a prime location for business investment, highlighting its workforce, infrastructure, and quality of life advantages.

GOAL 2: CREATE AN ECOSYSTEM FOR BUSINESS SUCCESS

Develop a supportive business environment that nurtures new ventures, strengthens existing industries, and fuels long-term economic vitality.

- **Expand Childcare Access:** Support childcare initiatives to improve workforce participation and assist working families.
- **Invest in Infrastructure to Support Business Growth:** Work with community partners to expand broadband access and improve transportation connectivity for businesses.
- **Develop Policies to Encourage Business Growth and Investment:** Streamline regulations and develop policies that support business expansion, entrepreneurship, and long-term economic sustainability.
- **Leverage Waterfront and Natural Assets for Economic Growth:** Capitalize on Winnebago County's waterfront and natural resources to enhance tourism, attract investment, and elevate the quality of life for residents and visitors.

GOAL 3: STRENGTHEN PARTNERSHIPS FOR GROWTH

Leverage relationships with businesses, state agencies, and regional partners to drive economic opportunity and create a thriving marketplace.

- **Expand Public-Private Partnerships:** Collaborate with local businesses, chambers of commerce, economic development organizations, and industry leaders to foster innovation, workforce development, and investment opportunities.
- **Enhance Collaboration with State and Regional Agencies:** Partner with state economic development offices, regional planning commissions, and workforce programs to align initiatives and maximize funding opportunities.
- **Facilitate Cross-Community Economic Development Initiatives:** Work with municipalities to develop regional strategies for business attraction, infrastructure investment, and workforce mobility.

DEFINING SUCCESS

Economic success is reflected in a thriving and diverse business community where entrepreneurs, small businesses, and major employers all find opportunities to grow. The county attracts new businesses while retaining and expanding existing ones. Job opportunities increase, median incomes rise, and commercial spaces are actively utilized. Waterfront and natural assets are leveraged for economic and recreational purposes, enhancing tourism and quality of life.

- **New Business Growth:** Track the number of new business registrations annually.
- **Employment & Workforce Participation:** Monitor unemployment rates and job creation trends.
- **Median Household Income:** Measure changes in income levels to assess economic stability.

STRATEGIC PILLAR 4:

EFFICIENT GOVERNMENT

Winnebago County is committed to fostering a responsive, transparent, and forward-thinking government that efficiently serves its residents. By modernizing operations, embracing technological advancements, and strengthening leadership, the county will enhance public trust and improve service delivery. A well-functioning government ensures that resources are used effectively, policies remain relevant, and there are opportunities for citizens to actively engage in the governance process.

GOAL 1: ENHANCE GOVERNMENT TRANSPARENCY & ENGAGEMENT

Foster trust and accountability through open communication and public engagement processes.

- **Expand Public Communication and Outreach Efforts:** Implement a strategic approach to public communication that ensures timely, transparent, and accessible updates on county initiatives and decisions through digital platforms, community engagement efforts, and targeted outreach strategies.
- **Increase Public Participation:** Utilize engagement opportunities like citizen surveys, advisory boards, town hall meetings, and feedback forums to encourage and facilitate input.

GOAL 2: MODERNIZE OPERATIONS & SERVICES:

Foster a dynamic and forward-thinking government that embraces innovation, adapts to changing needs, and enhances the overall experience for residents and businesses.

- **Expand Digital Government Services:** Continue to implement online platforms for key county services to improve efficiency and accessibility.
- **Improve Customer Service Across County Departments:** Establish clear service standards, training programs, and feedback mechanisms to ensure high-quality interactions with residents.
- **Leverage Technology for Process Efficiency:** Adopt automation, data analytics, and modern software solutions to streamline workflows and reduce redundancy.
- **Foster a Culture of Innovation:** Promote cross-department collaboration to drive efficiency, embrace new ideas, and continuously improve county operations.

GOAL 3: STRENGTHEN LEADERSHIP AND GOVERNANCE

Optimize the structure of the Board of Supervisors to foster collaboration, accountability, and effective decision-making.

- **Evaluate and Optimize the Board of Supervisors' Structure:** Assess the size and organization of the Board to determine if changes could improve efficiency and decision-making.
- **Implement Comprehensive Training for Elected Officials:** Develop ongoing education programs on governance best practices, fiscal responsibility, and strategic leadership.
- **Enhance Coordination Between the Board, County Executive, and Staff:** Establish clearer roles, communication channels, and decision-making protocols to align priorities.
- **Develop a Leadership Pipeline for Local Government:** Create mentorship programs, leadership academies, and youth engagement initiatives to encourage civic participation and succession planning.

GOAL 4: ENSURE RESPONSIBLE FISCAL MANAGEMENT

Uphold a commitment to financial stewardship by aligning resources with community priorities, ensuring long-term sustainability, and maximizing public value.

- **Implement Priority-Based Budgeting (PBB) Countywide:** Fully integrate PBB into financial planning to ensure tax dollars are allocated based on community needs and impact.
- **Expand Public Awareness of County Finances:** Enhance transparency and accessibility of financial information to help residents better understand county budget decisions and priorities.
- **Pursue Diversified Revenue Sources:** Reduce reliance on property taxes by identifying grants, public-private partnerships, and innovative funding mechanisms to support county services.
- **Strengthen Internal Financial Controls:** Enhance auditing procedures, financial reporting transparency, and accountability measures to prevent waste and inefficiency.



GOAL 5: OPTIMIZE COUNTY FACILITIES & INFRASTRUCTURE

Create a well-planned and future-ready built environment that enhances accessibility, efficiency, and the overall quality of public services.

- **Evaluate County Facilities for Efficiency and Accessibility:** Conduct a comprehensive assessment of county buildings to evaluate space needs, maintenance priorities, and modernization opportunities, while exploring the potential for consolidating services into centralized hubs to improve efficiency and accessibility.
- **Improve Energy Efficiency & Sustainability in Public Buildings:** Implement energy-efficient upgrades, explore renewable energy options, and promote sustainable design in future projects.
- **Enhance Public Safety and Accessibility in Government Facilities:** Upgrade security systems, ADA compliance, and emergency preparedness measures in all county-owned buildings.
- **Align Infrastructure Investments with Future Growth Needs:** Ensure that facility planning and infrastructure upgrades anticipate population growth and evolving community needs.

DEFINING SUCCESS

A well-run government is one that delivers high-quality services efficiently and transparently. Success is demonstrated by residents having easy access to county services, decision-making being data-driven and inclusive, and the county staying fiscally responsible while continuing to invest in priority areas. Departments operate without redundancy, government services are modernized and accessible, and strategic planning guides long-term improvements.

- **Budget Adherence & Efficiency:** Track the percentage of departments operating within allocated budgets.
- **Public Satisfaction with Government Services:** Conduct surveys to assess resident satisfaction with county services.
- **Service Delivery Timelines:** Monitor the average time taken to process permits, licenses, and other public services.
- **Transparency & Engagement:** Measure public participation in town halls, surveys, and digital platforms.



STRATEGIC PILLAR 5:

QUALITY OF LIFE

Winnebago County is dedicated to enhancing the overall well-being of its residents by investing in recreational opportunities, cultural experiences, and public health initiatives. Access to parks, waterways, and community programs enriches residents' lives and fosters a strong sense of community. By prioritizing environmental sustainability, inclusivity, and public health and wellness, the county will continue to be a desirable place to live, work, and play.

GOAL 1: EXPAND RECREATIONAL OPPORTUNITIES

Invest in parks, trails, and open spaces to enhance outdoor recreation for residents and visitors.

- **Enhance and Expand Trail Networks:** Improve existing trails and create new multi-use paths that connect communities and provide diverse recreation options.
- **Invest in Park and Open Space Development:** Expand and upgrade parks, green spaces, and outdoor amenities to accommodate a growing population and evolving recreational needs.
- **Increase Accessibility to Recreational Facilities:** Ensure parks, trails, and outdoor spaces are inclusive and accessible for individuals of all abilities.
- **Foster Community Engagement in Recreation Planning:** Collaborate with residents and stakeholders to align investments in recreational opportunities with community preferences.

GOAL 2: ENHANCE WATER ACCESS AND CONSERVATION

Promote responsible stewardship of the county's extensive water resources.

- **Improve Public Access to Waterways:** Expand boat launches, fishing areas, and shoreline access to enhance recreational use of lakes and rivers.
- **Protect and Restore Water Quality:** Support conservation efforts, reduce pollution, and implement best practices to maintain clean and healthy water resources.
- **Expand Education and Outreach on Water Stewardship:** Increase awareness of conservation efforts, responsible recreation, and the importance of protecting natural water systems.

GOAL 3: SUPPORT ARTS, CULTURE, AND EVENTS

Encourage community connection through festivals, concerts, recreation opportunities, and cultural initiatives.

- **Expand Public Art and Cultural Programming:** Support initiatives that bring arts and cultural experiences to public spaces and community events.
- **Strengthen Partnerships with Local Arts Organizations:** Collaborate with artists, cultural groups, and businesses to create and sustain vibrant arts programming.
- **Invest in Event Infrastructure and Promotion:** Enhance venues and marketing efforts to attract and support festivals, concerts, and cultural events that bring people together.
- **Ensure Accessibility and Inclusion in Arts and Cultural Events:** Develop programming that reflects the diversity of the community and provides opportunities for all residents to participate.

GOAL 4: PROMOTE WELL-BEING & BELONGING FOR ALL

Invest in public health, recreation, and inclusive spaces to ensure every resident has access to the resources, programs, and environments that support physical, mental, and social well-being

- **Expand Access to Health and Wellness Programs:** Support initiatives that promote mental health, physical activity, and community well-being.
- **Enhance Public Spaces for Social Interaction:** Design parks, plazas, and community hubs that encourage gathering and engagement among residents.
- **Support Housing and Services for Vulnerable Populations:** Partner with organizations to address homelessness, food insecurity, and other social determinants of health.
- **Strengthen Community Partnerships for Public Health:** Collaborate with healthcare providers, nonprofits, and community groups to deliver resources and services where they are needed most.



GOAL 5: ENSURE A SAFE & RESILIENT COMMUNITY

Strengthen public safety, emergency preparedness, and disaster response capabilities through strategic investments, collaborative partnerships, and proactive community engagement.

- **Provide Effective and Efficient Emergency Response:** Ensure timely dispatch of emergency services while optimizing resources to protect lives and property in a cost-effective manner.
- **Strengthen Crime Prevention and Justice Administration:** Utilize best practices in law enforcement, investigation, and diversion programs to reduce crime and enhance community safety.
- **Enhance Emergency Preparedness and Disaster Resilience:** Improve coordination among public safety agencies, local government, and community partners to ensure a swift and effective response to emergencies and disasters.
- **Integrate Public Health and Social Services into Community Safety Efforts:** Collaborate with healthcare providers, nonprofits, and housing organizations to expand mental health services, substance abuse treatment, and housing support, reducing the factors that contribute to crime and emergency response demands.

DEFINING SUCCESS

Winnebago County's success in quality of life is measured by thriving parks, cultural events, and recreation opportunities that draw residents and visitors alike. Environmental quality improves, with cleaner air, water, and protected natural spaces. Public health outcomes trend positively, with better mental health support, increased physical activity, and fewer people experiencing food insecurity or homelessness. The county is a place where people choose to live, work, and invest because of its vibrant community and welcoming environment.

- **Recreational Facility Usage:** Track attendance at parks, trails, and community programs.
- **Public Health Indicators:** Monitor trends in mental health, chronic disease rates, and physical activity levels.
- **Environmental Quality Measures:** Assess water quality indices to track conservation efforts.
- **Community Engagement:** Measure participation in local events, arts programs, and civic activities.
- **Public Safety Response Time:** Average response time for emergency calls received.





Winnebago County

Department of Public Safety

March 27th. 2025

DPS Report to Town Board

As of March 27th, 2025 the Dept. has been paged out for 53 calls. 29 were EMR calls and 14 were fire calls, and eight, that were both. This compares to 71 to date in 2024. This is a decrease of 25% from 2024.

The search for the firefighter/utility worker continues.

March training focused on grass/wildland fires. 13 of our members toured the Communications Center at the Sheriff's Department on March 27th. April training on fire extinguishment in electric vehicles.

We are looking for rescue heroes to join our department. Your help in spreading the word is appreciated.

Please contact me with questions or concerns,

Director Rieckmann

MEMORANDUM

Business Item A

From: Administrator/Staff
To: Town Board
Re: Town Board review & consideration of approving the CY 2025 farm leases for the following Town-owned properties:

- Leslie Ory: Tax ID #006-0391-05; Total of 7.11 acres
- Mall View Farms LLC: Tax ID #s 006-0339-06; 006-0339-07; 006-0344; 006-0345; Total of 22.51 acres
- Van De Loo Farms LLC: Tax ID #006-0319-04-02; Total of 1.75 acres
- Daniel Seelow: Tax ID #006-0328-01; Total of 22.37 acres

The list of farm leases as presented includes the Town-owned lands, including the property on the south frontage of US Hwy 10 between Clayton Avenue and STH 76. The Town has had interested parties come forward to potentially purchase Tax ID #s 006-0339-06; 006-0344; and 006-0345. While the Administrator is still in talks with those parties, this land would not be farmed. It is anticipated that a decision would be reached by May 2025, and Mall View Farms LLC would be offered the option to lease the land at that time, if no offer to purchase is received.

Staff recommends the Board approve the renewal of the leases at a price per acre of \$110.00.

Historic Lease Rates:

<u>2013-2015</u>	<u>2016-2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$75.00/acre	\$90.00/acre	\$100.00/acre	\$110.00/acre	\$110.00/acre

SUGGESTED MOTION(S):

Motion to approve the renewal of the leases with Leslie Ory, Mall View Farms LLC, Van De Loo Farms, LLC, and Daniel Seelow as presented at a lease price of \$110.00 per acre.

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

Respectfully Submitted
Kelsey

TOWN OF CLAYTON
FARM LEASE AGREEMENT

1. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY:

This Lease, made by and between the Town of Clayton, County of Winnebago, State of Wisconsin, a body politic and Municipal Corporation, by its Town Board of Supervisors, Town of Clayton, 8348 Hickory Ave, Larsen, WI 54947 (“Town”) and, Daniel P. Seelow, 3476 Shady Lane, Neenah, WI 54956 (“Tenant”); on this 1st day of January 2025. Under the terms and conditions that follow, the Town hereby leases to the Tenant approximately 37.4 acres of farm property to use for agricultural purposes. Said property is situated in the Town of Clayton, County of Winnebago, and specifically known as Tax ID # 006-0328-01 located in Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin.

2. TERM OF LEASE:

The term of this lease shall be from January 1st, 2025, to December 31st, 2025, and the Tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 2 months before the end of the current term shall be constructive notice of intent to allow the lease to expire. Amendments and alterations to this lease may be made in writing in the space provided on the back of this form at any time by mutual agreement. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.

3. RENTAL RATES AND ARRANGEMENTS:

a. Option 1. Cash Rent

- i. As rent for the property, the Tenant agrees to pay the total sum of dollars \$110.00 per acre, per year.

4. CONSERVATION PRACTICES:

Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. The Tenant agrees to remain in compliance with any conservation plan for the property.

5. IMPROVEMENTS AND REPAIRS:

The costs of any improvement to the property undertaken during the term of the lease shall be the responsibility of the Tenant. The Tenant shall have prior consent of the Town before making any improvement to the property.

6. PROPERTY RIGHTS:

a. Right of Entry:

The landowner reserves the right for them, their agents, their employees, or their assigns to enter the property at any reasonable time for purposes of:

- i. Consultation with the Tenant;

- ii. Making repairs, improvements, and inspection;
- iii. Developing mineral resources;
- iv. After notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations.

7. **TRANSFER OF PROPERTY:**

If the landowner should sell or otherwise transfer title to the property, he or she will do so subject to the provisions of this lease.

8. **NO RIGHT TO SUBLEASE:**

The landowner does not convey to the Tenant the right to lease or sublease any part of the property or to assign the lease to any person or persons, unless prior approval is obtained from the landowner.

9. **HEIRS AND SUCCESSORS:**

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and Tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the Tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

10. **ADDITIONAL AGREEMENTS REGARDING PROPERTY RIGHTS:**

- a. Crop Residue Grazing: The Tenant shall not allow any crop residue grazing on the property.
- b. Hunting: The Tenant shall not allow any firearm hunting on the property.
- c. Recreation: The Tenant shall not allow the property to be used for any recreational purposes.

11. **NON-PARTNERSHIP:**

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

12. **ARBITRATION:**

If parties to this lease cannot reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The decision of the Arbitration Committee shall be accepted by both parties.

13. **DEFAULT:**

If either party willfully neglects or refuses to carry out any provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He or she shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

14. **OPT OUT CLAUSE:**

If the Town requires that the tenant vacate the land prior to the end of lease term, the Town shall reasonably compensate the Tenant for the crop inputs or the value of the lost harvest. Value shall be determined by the market value of the crop inputs or the market value of the crop at maturity.

Approved by the Town Board on this _____ day of _____ 20_____

The term of this lease shall be from January 1st, 2025, to December 31st, 2025

Russell D. Geise, Town Chair

Daniel P. Seelow, Tenant

Attest:

Kelsey Faust-Kubale, Clerk

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the Confidentiality Agreement between Winnebago County and the Town of Clayton in response to the enactment of 2023 Wisconsin Act 235.

Beginning on April 1, 2025, judicial officers (judges) and certain immediate family members have the right to request that specific personally identifiable information be kept confidential. For the Town to continue to receive necessary information for purposes like tax bills, an agreement needs to be completed for the County to release that information after a request has been received. The start of this law will have a significant impact on how information is shared both between municipalities and the County, and with contractors like assessors, and reply to public information requests.

SUGGESTED MOTION(S):

Motion to approve entering into the Confidentiality Agreement with Winnebago County in response to the enactment of 2023 Wisconsin Act 235.

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

Respectfully Submitted
Kelsey

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and entered into as of April 2, 2025, between Town of Clayton, a Unit of Government (the “Recipient”) and Winnebago County, Wisconsin (the “Government Agency”).

1. Purpose. The Government Agency may possess “personal information” of certain “judicial officers” which is subject to a “written request” (each as defined in the hereinafter defined Act) which is protected under Wis. Stat. §§ 59.43(1r) and 757.07 (collectively, the “Act”). This Agreement is a “confidentiality agreement” within the meaning of the Act by which the Government Agency is permitted to provide access to such personal information to a 3rd party such as the Recipient. In compliance with the Act, the Government Agency desires to provide access to information which may contain personal information of a judicial officer that is subject to a written request to the Recipient and the Government Agency requires the Recipient to treat such personal information as confidential.

2. “Confidential Information” means any personal information of a judicial officer that is subject to a written request under the Act and disclosed by the Government Agency to the Recipient, either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, records, permits, back end website access, technical data, trade secrets, services, processes, designs, drawings, and/or financial information)

3. Non-use and Non-disclosure. Recipient agrees not to disclose any Confidential Information to third parties or to Recipient’s employees, except to those employees of the Recipient who are required to have the information for a legitimate business purpose or governmental purpose.

4. Maintenance of Confidentiality.

(a) The Recipient shall not use and/or disclose Confidential Information in any manner that may violate applicable laws and regulations, including, without limitation, the Act.

(b) The Recipient shall implement safeguards to limit who has access, use, and/or the ability to disclose Confidential Information.

(c) The Recipient shall report to the Government Agency within 24 hours of the Recipient becoming aware of any use and/or disclosure of Confidential Information in violation of this Agreement or applicable laws or regulations, including, without limitation, the Act.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” GOVERNMENT AGENCY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. No License. Nothing in this Agreement grants Recipient any rights in or to the Confidential Information of the Government Agency except as expressly set forth herein.

7. Term. This Agreement may be terminated by the Government Agency at any time upon written notice to the Recipient. Notwithstanding the foregoing, the Recipient agrees that its confidentiality, non-use and nondisclosure obligations will survive the termination of this Agreement for the period of time any such Confidential Information retains its status as personal information protected under the Act.

8. Nonliability. Notwithstanding anything to the contrary in this Agreement, whether express or by implication or construction or interpretation or otherwise, Recipient acknowledges and agrees that THE GOVERNMENT AGENCY SHALL NOT BE liable in any manner under this Agreement or otherwise for Recipient’s use or disclosure of any Confidential Information in contravention hereof, the Act, or any other laws and regulations, or incur or cause to be incurred any expense in pursuing any course of action, in connection with the Confidential Information or any other matter within the scope of or contemplated by this Agreement or be liable (directly or indirectly) for any claims, proceedings, costs or expenses of any kind for any reason in connection with or in any way related to this Agreement or the Confidential Information. THE PROVISIONS OF THIS SECTION 8 OPERATE AS A COMPLETE AND IRREVOCABLE RELEASE OF GOVERNMENT AGENCY FROM LIABILITY.

9. Indemnification and Release. The Recipient hereby fully and forever and irrevocably releases and, to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless the Government Agency against any and all fees, costs and charges, losses, damages, claims, actions, liabilities and expenses of any conceivable nature, kind or character (including, without limitation, fees and expenses of attorneys, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) to which the Government Agency may become subject under the Act or any other statutory law or regulation or at common law or otherwise arising out of or based upon or in any way relating to Recipient’s use or disclosure of any Confidential Information, except to the extent caused by the Government Agency’s own willful misconduct.

10. Governing Law. This Agreement will be governed in all respects by the laws of the State of Wisconsin, excluding conflicts of law principles. Any action or proceeding brought by any party against another arising out of or related to this Agreement shall be brought in a state or federal court of competent subject matter jurisdiction located in the county in which the Government Agency is located.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign and/or delegate any rights and/or obligations under this Agreement. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person or entity listed above their names.

Winnebago County, Wisconsin

Town of Clayton, Winnebago County, Wisconsin

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: Russell D. Geise

Title: County Executive

Title: Town Chair

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Resolution 2025-003 Authorizing the Issuance and Sale of \$12,130,000 General Obligation Promissory Notes, Series 2025A.

Representatives from Ehlers will be at the meeting to present and for any questions the Board may have.

SUGGESTED MOTION(S):

Motion AND ROLL CALL to approve Resolution 2025-002 and direct Staff to publish and post accordingly.

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

Respectfully Submitted
Kelsey

RESOLUTION 2025-003

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$12,130,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2025A

WHEREAS, on March 5, 2025, the Town Board of the Town of Clayton, Winnebago County, Wisconsin (the "Town") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2025A (the "Notes") for public purposes, including:

- (a) paying the cost of acquiring property and improving existing buildings on the property for use as a Town Hall (collectively, the "Project");
- (b) refinancing the Town's Note Anticipation Notes, Series 2020A, dated May 4, 2020 (the "2020A Notes"); and
- (c) prepaying the Town's obligations under a lease dated October 1, 2020 between IPR Clayton, LLC, the Town and the Town of Clayton Sanitary District No. 1 (the "2020 Lease") (collectively, the 2020A Notes and the 2020 Lease shall be referred to herein as the "Refunded Obligations" and the refinancing and prepayment shall be referred to herein as the "Refunding");

WHEREAS, at an annual town meeting held on April 19, 2022, the electors of the Town granted the Town Board the authority to buy and sell land within certain areas and the Project is located within those areas;

WHEREAS, the Town Board deems it to be necessary, desirable and in the best interest of the Town to refinance the 2020A Notes for the purpose of providing permanent financing for the projects financed by the 2020A Notes;

WHEREAS, the Town Board deems it to be necessary, desirable and in the best interest of the Town to prepay the 2020 Lease for the purpose of terminating the 2020 Lease so that the Town can take title of the wastewater collection system financed by the 2020 Lease;

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

WHEREAS, pursuant to the Set Sale Resolution, the Town has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project and the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the Town, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 2, 2025;

WHEREAS, the Town Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 2, 2025;

WHEREAS, the Town has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Town. Ehlers has recommended that the Town accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Town Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Town and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWELVE MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS (\$12,130,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Chairperson and Town Clerk or other appropriate officers of the Town are authorized and directed to execute an acceptance of the Proposal on behalf of the Town. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A"; shall be issued in the aggregate principal amount of \$12,130,000; shall be dated April 23, 2025; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2026. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the Town, on April 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from

maturities selected by the Town, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Town shall direct.]

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Town are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Town a direct annual irrepealable tax in the years 2025 through 2044 for the payments due in the years 2026 through 2045 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2025A, dated April 23, 2025" (the "Debt Service Fund Account") and such account shall be

maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Town at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the Town above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Town, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the

date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Town by the manual or facsimile signatures of the Chairperson and Town Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Town of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Town has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Town hereby authorizes the officers and agents of the Town to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Town's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Town hereby authorizes the

Chairperson and Town Clerk or other appropriate officers of the Town to enter into a Fiscal Agency Agreement between the Town and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

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

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

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

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

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

Section 15. Payment of Issuance Expenses. The Town authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Town Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Town in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and

approved. In connection with the Closing, the appropriate Town official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Town Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

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

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

Section 18. Payment of the 2020A Notes. The 2020A Notes shall be paid on their May 1, 2025 maturity date.

Section 19. Prepayment of the 2020 Lease. The 2020 Lease is hereby called for prior payment on or about April 27, 2025 at a price of par plus accrued interest to the date of prepayment.

The Town hereby directs the Town Clerk to take all actions necessary for the prepayment of the 2020 Lease on its prepayment date. Any and all actions heretofore taken by the officers and agents of the Town to effectuate such prepayment are hereby ratified and approved.

Section 20. Record Book. The Town Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Town are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and Town Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and Town Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Town Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 2, 2025.

Russell D. Geise
Chairperson

ATTEST:

Kelsey Faust-Kubale
Town Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA		DOLLARS
	STATE OF WISCONSIN		
	WINNEBAGO COUNTY		
NO. R-____	TOWN OF CLAYTON		\$_____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A		
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	April 23, 2025	_____%	_____
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.			
PRINCIPAL AMOUNT:	_____	THOUSAND DOLLARS	
	(\$_____)		

FOR VALUE RECEIVED, the Town of Clayton, Winnebago County, Wisconsin (the "Town"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$12,130,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Town pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of acquiring property and improving existing buildings on the property for use as a Town Hall and refunding certain obligations of the Town, as authorized by a resolution adopted on April 2, 2025 (the "Resolution"). Said Resolution is recorded in the official minutes of the Town Board for said date.

The Notes maturing on April 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the Town, on April 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Town, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution[s] referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

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

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

This Note is transferable only upon the books of the Town kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Town appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Town for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Town may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the

purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

DRAFT

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

TOWN OF CLAYTON
WINNEBAGO COUNTY, WISCONSIN

By: _____
Russell D. Geise
Chairperson

(SEAL)

By: _____
Kelsey Faust-Kubale
Town Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Town of Clayton, Winnebago County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)