

# AMENDED COMMON COUNCIL

City of Kaukauna  
**Council Chambers**  
Municipal Services Building  
144 W. Second Street, Kaukauna



Tuesday, March 17, 2026 at 7:00 PM

## AGENDA

1. **In-Person and Remote Teleconference via ZOOM**
2. Call to Order.
3. Roll call, one minute of silent prayer, Pledge of Allegiance to the American Flag.
4. Presentation of letters, petitions, remonstrances, memorials, and accounts.
5. Public appearances.
6. Business presented by Mayor.
  - a. Presentation by Jeff Belongia, from HSE, of the 2026 Kaukauna General Obligation and Revenue Bonding Results and Ratings.
  - b. Bowmar Appraisal - Explanation on the 2025 Market Update Revaluation.
  - c. Reappointment of John Sundelius to the Industrial and Commercial Development Commission (3-year term).
  - d. Reappointment of Mike VandeBerg to the Industrial and Commercial Development Commission (3-year term).
  - e. Proclamation declaring April School Library Month in the City of Kaukauna.
  - f. \*Proclamation by the Kaukauna Mayor declaring a Class III Snow Emergency pursuant to 7.125 Traffic Regulations during Snow Emergencies.
7. Consent Agenda.
  - a. Approve the Board of Public Works Meeting Minutes of March 16, 2026.
  - b. Approve the Finance and Personnel Meeting Minutes of March 16, 2026.
  - c. Approve the Legislative Meeting Minutes of March 16, 2026.
  - d. Receive and place on file the Industrial Park Commission Meeting Minutes of March 4, 2026.
  - e. Approve the Common Council Meeting Minutes of March 3, 2026.
  - f. Receive and place on file E-Bike Sub-Committee Meeting Minutes of February 11, 2026.
  - g. Receive and place on file the Heart of the Valley Metropolitan Sewerage District Meeting Minutes of February 10, 2026.
  - h. Receive and place on file the Redevelopment Authority Meeting Minutes of February 5, 2026.
  - i. Receive and place on file the Industrial Park Commission Meeting Minutes of November 18, 2025.
  - j. Fire Report for January 2026.
  - k. Fire Report for February 2026.
  - l. Ambulance Report for February 2026.
  - m. Police Report for February 2026.

- n. Code Enforcement Report for February 2026.
  - [o.](#) Court Report for February 2026.
  - [p.](#) Clerk-Treasurer's Daily Deposit Report for February 2026.
  - [q.](#) Building Inspection Report for February 2026.
  - [r.](#) Bills Payable.
8. Reports of standing and special committees.
    - a. Operator (Bartender) Licenses.
  9. Reports of City officers.
    - [a.](#) 12.17 Chicken Keeping Permit Discussion.
    - [b.](#) Fire Engine Purchase.
  10. Presentation of ordinances and resolutions.
    - [a.](#) Resolution 2026-5502 Resolution Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes, Series 2026A.
    - [b.](#) Resolution 2026-5503 Resolution Authorizing the Issuance and Sale of \$2,300,000 Storm Water System Revenue Bond Anticipation Notes (BAN), Series 2026B.
  11. Alder requests for discussion at next Common Council meeting.
  12. Closed session.
    - a. Adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Speedway Lane.
    - b. Return to Open Session for possible action.
    - c. Adjourn to Closed Session Pursuant to 19.85(1)(g)- Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. – Fox Shores.
    - d. Return to Open Session for possible action.
    - e. Adjourn to Closed Session Pursuant to State Statute 19.85(1)€ for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session – Commerce Crossing Business Park Parcel 322095604.
    - f. Return to Open Session for possible action.
  13. Adjourn.

#### 14. NOTICES

Common Council – Notice is hereby given this is a public meeting of the Common Council. As such, all members or a majority of the City's Standing Committees will likely be in attendance. While members of the Common Council or any Standing Committees may participate in discussions, only the Common Council will take formal action.

**IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.**

15.

16. **MEETING ACCESS INFORMATION:**

You can access this meeting by one of three methods: from your telephone, computer, or by an app. Instructions are below.

To access the meeting by telephone:

1. Dial 1-312-626-6799
2. When prompted, enter Meeting ID 234 605 4161 followed by #
3. When prompted, enter Password 54130 followed by #

To access the meeting by computer:

1. Go to <http://www.zoom.us>
2. Click the blue link in the upper right hand side that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow Zoom to access your microphone or camera if you wish to speak during the meeting

To access the meeting by smartphone or tablet:

1. Download the free Zoom app to your device
2. Click the blue button that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow the app to access your microphone or camera if you wish to speak during the meeting

\*Members of the public will be muted unless there is an agenda item that allows for public comment or if a motion is made to open the floor to public comment.\*

## SCHOOL LIBRARY MONTH PROCLAMATION City of Kaukauna, Wisconsin

**WHEREAS**, the School library is essential to effective education within modern society; and

**WHEREAS**, by supporting the goals of the Kaukauna Schools, and by serving all students and teachers, this program is an integral part of the instructional process, Kindergarten through grade Twelve; and

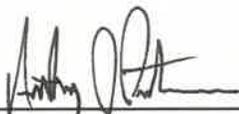
**WHEREAS**, the School Library offers an environment conducive to reading and learning, critical thinking, creative expression, investigation and research, professional growth, and curriculum development and enhancement; and

**WHEREAS**, the School Libraries in Kaukauna rely upon its professionally trained, qualified school librarians and are enriched by its dedicated staff, volunteers, and many P.A.C. gifts;

**NOW, THEREFORE**, I, Anthony J. Penterman, Mayor, hereby proclaim that the City of Kaukauna joins with cities across the nation in declaring April "SCHOOL LIBRARY MONTH;" and

**DO FURTHER** proclaim that students and other citizens of the City of Kaukauna are encouraged to visit the School Libraries in each of our schools to partake in the special programs planned for the month-long celebration and to familiarize themselves with the services always available.

Dated this 17<sup>th</sup> Day of March 2026.

  
\_\_\_\_\_  
Anthony J. Penterman, Mayor



**MAYORAL PROCLAMATION  
A PROCLAMATION BY THE KAUKAUNA MAYOR DECLARING A  
CLASS III SNOW EMERGENCY PURSUANT TO 7.125 TRAFFIC  
REGULATIONS DURING SNOW EMERGENCIES**

**WHEREAS**, the City of Kaukauna is expecting to receive approximately 14+ inches of snow during March 14, 2026 through March 17, 2026; and,

**WHEREAS**, as a result of this snow accumulation, vehicle passage and snow removal will be made difficult under current parking regulations; and,

**WHEREAS**, in order to provide for the public health and safety, it is necessary to impose temporary parking prohibitions to enable the City’s Street Department the ability to remove the accumulating snow and better clear the streets for emergency access;

**NOW, THEREFORE**, I, Anthony J. Penterman, Mayor of the City of Kaukauna, on this 13<sup>th</sup> day of March, 2026, that pursuant to the authority granted to me by the Kaukauna Code of Ordinance 7.125 Traffic Regulations During Snow Emergencies, the following SNOW EMERGENCY is hereby declared:

1. The SNOW EMERGENCY shall start 11:00 p.m. Saturday, March 14, 2026 and ending at 7:00 a.m. on Tuesday, March 17, 2026.
2. During the period of SNOW EMERGENCY, parking shall be prohibited on any city street in the City of Kaukauna.
3. During the period of the SNOW EMERGENCY, any vehicle in violation of these parking restrictions shall be ticketed by the Kaukauna Police Department and shall be subject to towing to clear streets for the public safety.
4. The Proclamation shall be submitted to the Kaukauna Common Council for consideration and ratification at its meeting on March 17, 2026.

Dated this 13<sup>th</sup> day of March 2026.

  
\_\_\_\_\_  
Anthony J. Penterman, Mayor



**INDUSTRIAL PARK COMMISSION**

City of Kaukauna

**Hydro View Room**

Municipal Services Building

144 W. Second Street, Kaukauna



Wednesday, March 4, 2026 at 3:30 p.m.

**MINUTES**

**In-Person in Hydro View Room**

Avanzi called the meeting to order at 3:30 p.m.

1. Roll Call

Members Present: Michael Avanzi, Dale Eggert, Glen Schilling, John Sundelius, Mike Vandenberg

Members Absent: Ryan Gaffney, Nick Rieth

Others Present: Associate Planner Adrienne Nelson and Jerry VanLanen, representative from Prosperity In, LLC

Schilling made a motion to excuse the absent members. Seconded by Sundelius. The motion passed unanimously.

2. Approval of Minutes

- a. Approve Minutes from November 18, 2025

Eggert made a motion to approve the minutes from November 18, 2025. Seconded by Vandenberg. The motion passed unanimously.

3. Old Business

- a. None

4. New Business

- a. Site Plan Review – Prosperity In LLC (101 E County Road JJ)

Associate Planner Nelson presented the site plan review for Prosperity In LLC. Prosperity In LLC began construction on this commercial warehouse and office space, which is currently being utilized by Bimbo Bakeries USA, back in late 2024/early 2025. Now that Phase 1 of the building is complete, they have submitted the site plan for the Phase 2 expansion. This project will add an additional 32,000 square feet to the

existing building, and they will be adding an additional 15 parking stalls for a total of 65 off-street parking spaces.

Jerry VanLanen, representative for Prosperity In, LLC stated that they have lost potential tenants because they are not able to construct the building fast enough. What they are looking to do is put the building up as a shell in its entirety. Potential tenants have needed/wanted overhead cranes. Prosperity would like to keep the east-end wall that is not seen from the road as metal, with no masonry, which would be an exception to the façade requirements.

There have been two exceptions to the façade requirements that Associate Planner Nelson had found, one for Klink Equipment and one for Prosperity In LLC. Discussion was held regarding why Klink Equipment was granted an exception to the façade requirement. It is believed Klink was granted an exception due to the number of overhead doors on the side of the building and masonry would not hold up in that situation as well as metal. The Commission wants to be fair and stay consistent with covenants and any exceptions made to property owners in the industrial park.

Sundelius made a motion to table Site Plan Review – Prosperity In LLC (101 E County Road JJ) until further information is gathered for Klink Equipment and any other structures in the Prosperity Center that received exemptions for the masonry requirement. Seconded by Schilling. The motion passed unanimously.

- 5. Other Business
  - a. IPC Vacancies

Associate Planner Nelson explained to the Commission that the Industrial Park Commission is meant to be a nine-member committee. There are currently seven members.

Discussion was held regarding the need for the Industrial Park Commission. Currently, items approved at the Industrial Park Commission are also going to the Plan Commission for approval.

Through discussion, the value of the Industrial Park Commission was realized in examples of the detailed look it takes at larger developments. The Commission also leads growth in new industrial parks when they are developed.

Currently, it is understood that a member needs to be a resident of the City of Kaukauna and/or a property owner in the industrial park to be a commissioner. The requirements to be a member of the Commission will be clarified.

The size of the Commission was also discussed. The Commissioners feel that having nine members is not necessary and the Commission runs well having seven members.

Sundelius made a motion to request the City to investigate decreasing the size of the Industrial Park Commission from nine members down to seven members. Seconded by Eggert. The motion passed unanimously.

6. Adjourn

Schilling made a motion to adjourn. Seconded by Sundelius. The motion passed unanimously.

Meeting adjourned at 4:04 p.m.  
Christina Nelson, Deputy Clerk





## COUNCIL PROCEEDINGS - COUNCIL CHAMBERS – KAUKAUNA, WISCONSIN – MARCH 3, 2026

Pursuant to adjournment on February 18, 2026, a meeting of the Common Council of the City of Kaukauna was called to order by Mayor Penterman at 7:00 P.M. on Tuesday, March 3, 2026.

Roll call present: Antoine (Zoom), DeCoster (Zoom), Eggleston, Kilgas, Moore, Schell, Schumacher, and Thiele.

Also present: Mayor Penterman, Attorney Greenwood, DPW/Eng. Neumeier, Police Chief Graff, Associate Planner Nelson, Fire Chief Carrel, Street Foreman Nelson, Mark. and Com. Manager Fencil (Zoom), Library Director Thiem-Menning (Zoom), HR Director Hodge (Zoom), and interested citizens.

One minute of silent prayer and the Pledge of Allegiance to the American Flag observed by the assembly.

Mayor Penterman acknowledged the videographer in the Council chambers. The City of Kaukauna is set to receive the Friends of the Elderly award from the Retirement Housing Foundation, from Roundhouse Manor for the efforts during the tornado of May of 2024. The videographer was present to capture video for the awards ceremony.

### PRESENTATION OF LETTERS, PETITIONS, REMONSTRANCES, MEMORIALS, AND ACCOUNTS

Motion by Moore, seconded by Kilgas to receive and place on file letters from Kaukauna Street department employees Matt Wallace, Mel Knott, Pete Nelson, and Dakota King-Whitney.

All Ald. voted aye.

Motion carried.

### PUBLIC APPEARANCES

Roy Van Zeeland, 2200 Stafford Ln, Kaukauna, asked the Common Council to vote no on the OBBBA compliance. Van Zeeland stated this bill was intended to be a tax benefit to employees and that other municipalities are not making benefit changes to be compliant with the OBBBA.

Josh Karl, N2333 Maloney Rd, Kaukauna, stated he opposed the OBBBA compliance initiative. Karl stated this bill was intended to reduce the overall tax burden on extra labor and that it is not necessary to take away benefits to stay compliant with OBBBA.

### BUSINESS PRESENTED BY THE MAYOR

#### **Retirement of Sergeant Robert Momberg with the Kaukauna Police Department - 28 years.**

Mayor Penterman congratulated Sergeant Robert Momberg on 28 years with the Kaukauna Police Department and presented him with a gift.

#### **Retirement of Sergeant Thomas Raether with the Kaukauna Police Department - 25 years.**

Mayor Penterman congratulated Sergeant Thomas Raether on 25 years with the Kaukauna Police Department and presented him with a gift.

**CONSENT AGENDA**

**Board of Public Works Meeting Minutes of March 2, 2026.**

**Finance and Personnel Committee Meeting Minutes of March 2, 2026.**

**Health and Recreation Committee Meeting Minutes of March 2, 2026.**

**Legislative Committee Meeting Minutes of March 2, 2026.**

**Common Council Meeting Minutes of February 18, 2026.**

**Library Board Meeting Minutes of January 27, 2026.**

**Plan Commission Meeting Minutes of January 22, 2026.**

**1000 Island Environmental Center Committee Meeting Minutes of January 15, 2026.**

**Bills Payable.**

Motion by Moore, seconded by Schell, to adopt the remaining items of the consent agenda.  
All Ald. Voted aye.  
Motion carried.

**REPORTS OF STANDING AND SPECIAL COMMITTEES**

**Operator (Bartender) Licenses.**

The following applicant has applied for an operator’s license for the license year 2024-2026 and has been recommended for approval based on their record check by the police department:

Larsen	A	Melissa	Neenah
Turner	M	Kelli	Menasha
Starkey	P	Madisyn	Kaukauna
Schwalbach	M	Jason	Appleton
White	L	Cheryl	Kimberly
Ruleford	E	Maggie	Kaukauna

Motion by Schell, seconded by Kilgas, to approve the operator/bartender license as listed.  
All Ald. Voted aye.  
Motion carried.

**REPORTS OF CITY OFFICERS**

**Request for Vacating Easement - 37 Ash Grove Place.**

Trevor and Mindi Hansmann are requesting that the City of Kaukauna vacate a 35’ drainage easement located in the rear yard on their property at 37 Ash Grove Place. The Hansmanns have been working with City staff and Davel Engineering on the removal of this drainage easement. To the west of 37 Ash Grove Place is the Union Cemetery property which has an offsite catch basin within the cemetery. Union Cemetery has agreed to allow use of this offsite catch basin with a formal storm sewer and drainage easement agreement. If the 35’ drainage easement were to be

removed and the agreement with Union Cemetery signed, the impact would be negligible, and the subdivision would continue to exceed City ordinance for stormwater quantity control.

**Wisconsin Department of Transportation – Right-of-way acquisition for Interstate 41.**

Wisconsin Department of Transportation (WisDOT) has completed a Transportation Project Plat (TPP) for Project 1130-63-20, I-41, Outagamie & Brown Counties. The TPP identifies two small areas of land adjacent to the I-41 project currently owned by the City of Kaukauna that are necessary for DOT to acquire to complete said project. There is also a small area of Temporary Limited Easement (TLE) that will be needed at one location for temporary access and grading purposes. The cover letter and TPP are enclosed for your review. Parcel 304 A is located on Parcel 322095603 in Commerce Crossing. The area of note is west of the large stormwater pond abutting the highway. Total Fee area is 860 sq ft. Parcel 304 B is located on Parcel 322098200 in Kaukauna Industrial Park North: specifically, on Outlot 1, also known as Kelso Park and Pond. Total Fee area is 315 sq ft and a TLE needed for 1,404 sf. Staff have reviewed the requested areas and do not see any substantial impacts from the acquisitions or from proposed grading.

Motion by Eggleston, seconded by Thiele to go out of order and return to 9C after the presentation of ordinances and resolutions.

All Ald. Voted aye.

Motion carried.

**Citywide Pay Practice for OBBBA Compliance.**

Recent federal legislation, the One Big Beautiful Bill Act (OBBBA), requires employers to identify, track, and report the exempt portion of true Fair Labor Standards Act (FLSA) overtime for all employees. This requirement applies citywide and must be reflected accurately in payroll records and annual W-2 reporting. Over the past several months, staff have reviewed the City's existing pay practices, evaluated payroll system capabilities, consulted with payroll professionals, met with affected departments, and consulted with the City's outside labor counsel from Von Briesen, Attorney Patrick Leigl, to ensure the proposed approach is legally compliant and defensible. This work identified inconsistencies in how overtime is treated across departments, particularly when overtime is paid on non-worked hours such as holidays, vacation, or sick leave.

Fire and Police operations already follow FLSA standards by calculating overtime only on hours actually worked. The proposal brings the remainder of the City into alignment with this same standard to ensure compliance, equity, consistency, and efficiency, while recognizing that the Street Department has unique operational overtime needs that require a tailored solution, with examples shown in the memo provided to this group of employees.

A key consideration is the City's obligation to accurately report OBBBA-exempt overtime on employees' W-2s. Manual tracking is technically possible, but it is inefficient, error-prone, and not scalable with roughly 150 employees who qualify for overtime. Reliance on manual processes increases the risk of W-2 reporting errors, amended filings, employee tax corrections, professional service costs, and potential audit or penalty exposure. The proposed approach allows the payroll system to accurately calculate and report the exempt portion of true FLSA overtime, significantly reducing compliance risk. As part of this update, the city will also implement a blended overtime calculation consistent with FLSA. Under this method, the overtime premium is based on the employee's average regular rate of pay for the workweek, including applicable premiums earned during hours worked. The payroll system will separately identify the base overtime and the overtime premium portion, allowing for accurate OBBBA reporting while minimizing manual intervention.

Alder Antoine expressed how the Council should consider reviewing these proposed pay practices after 3 months to see the impact and make adjustments as needed. Alder Moore stated that if the Council were to adopt these pay practices, it should be implemented for a year and get a response at the end of the year.

Motion by Moore, seconded by Eggleston to support the proposed citywide pay practice updates outlined in the Background section, to ensure OBBBA compliance through the automation available through the HR/Payroll software, and to ensure consistent application of FLSA standards.

Roll Call Vote: Antoine- aye, DeCoster- nay, Eggleston- aye, Kilgas- nay, Moore- nay, Schell- nay, Schumacher- nay, and Thiele- nay.

Motion failed (6-2).

## **PRESENTATION OF ORDINANCES AND RESOLUTIONS**

### **Ordinance 1949-2026 Ordinance Amending Section 12.01(1) Fermented Malt Beverages.**

Motion by Moore, seconded by Eggleston to suspend the rules and waive the reading of Ordinance 1949-2026 Ordinance Amending Section 12.01(1) Fermented Malt Beverages.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Schell to adopt Ordinance 1949-2026 Ordinance Amending Section 12.01(1) Fermented Malt Beverages.

All Ald. Voted aye.

Motion carried.

### **Ordinance 1950-2026 Ordinance Amending Section 12.03(3) Classes of Licenses and Fees.**

Motion by Moore, seconded by Schumacher to suspend the rules and waive the reading of Ordinance 1950-2026 Ordinance Amending Section 12.03(3) Classes of Licenses and Fees.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Schumacher to adopt Ordinance 1950-2026 Ordinance Amending Section 12.03(3) Classes of Licenses and Fees.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Eggleston, to return to item 9C.

All Ald. Voted aye.

Motion carried.

### **Ordinance 1951-2026 Ordinance Repealing and Replacing Section 1.30 Board of Public Works.**

Motion by Moore, seconded by Schumacher to suspend the rules and waive the reading of Ordinance 1951-2026 Ordinance Repealing and Replacing Section 1.30 Board of Public Works.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Schell to adopt Ordinance 1951-2026 Ordinance Repealing and Replacing Section 1.30 Board of Public Works.

All Ald. Voted aye.

Motion carried.

**Ordinance 1952-2026 Ordinance Repealing and Replacing Section 1.44 1000 Island Environmental Center Committee.**

Motion by Moore, seconded by Kilgas to suspend the rules and waive the reading of Ordinance 1952-2026 Ordinance Repealing and Replacing Section 1.44 1000 Island Environmental Center Committee.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Eggleston to adopt Ordinance 1952-2026 Ordinance Repealing and Replacing Section 1.44 1000 Island Environmental Center Committee.

All Ald. Voted aye.

Motion carried.

**Ordinance 1953-2026 Ordinance Repealing and Replacing Section 2.12 Rule 12: Standing Committees.**

Motion by Moore, seconded by Schumacher to suspend the rules and waive the reading of Ordinance 1953-2026 Ordinance Repealing and Replacing Section 2.12 Rule 12: Standing Committees.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Schumacher to adopt Ordinance 1953-2026 Ordinance Repealing and Replacing Section 2.12 Rule 12: Standing Committees.

All Ald. Voted aye.

Motion carried.

**Resolution 2026-5499 Resolution Vacating a Drainage Easement on Lot 1 of the Ash Grove Estates Subdivision, Parcel 323166403.**

Motion by Moore, seconded by Kilgas to suspend the rules and waive the reading of Resolution 2026-5499 Resolution Vacating a Drainage Easement on Lot 1 of the Ash Grove Estates Subdivision, Parcel 323166403.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Thiele to adopt Resolution 2026-5499 Resolution Vacating a Drainage Easement on Lot 1 of the Ash Grove Estates Subdivision, Parcel 323166403.

All Ald. Voted aye.

Motion carried.

**Resolution 2026-5500 Resolution Authorizing Execution and Recording a Satisfaction and Release of the Development Agreement Recorded as Document No. 2051494.**

Motion by Moore, seconded by Schell to suspend the rules and waive the reading of Resolution 2026-5500 Resolution Authorizing Execution and Recording a Satisfaction and Release of the Development Agreement Recorded as Document No. 2051494.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Eggleston to adopt Resolution 2026-5500 Resolution Authorizing Execution and Recording a Satisfaction and Release of the Development Agreement Recorded as Document No. 2051494.

All Ald. Voted aye.

Motion carried.

**Resolution 2026-5501 Resolution Authorizing the sale of Real Estate to the Wisconsin Department of Transportation.**

Motion by Moore, seconded by Schumacher to suspend the rules and waive the reading of Resolution 2026-5501 Resolution Authorizing the sale of Real Estate to the Wisconsin Department of Transportation.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Antoine to adopt Resolution 2026-5501 Resolution Authorizing the sale of Real Estate to the Wisconsin Department of Transportation.

All Ald. Voted aye.

Motion carried.

**ALDER REQUESTS FOR DISCUSSION AT THE NEXT COMMON COUNCIL MEETING**

Alder Eggleston requested to re-look at the chicken ordinances.

**CLOSED SESSION**

**Adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session – Wayfinding Sign Project.**

Motion by Moore, seconded by Schumacher to adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session – Wayfinding Sign Project.

All Ald. voted aye.

Motion carried.

Adjourned to closed session at 8:01 PM.

**Return to Open Session for possible action.**

Motion by Moore, seconded by Schell to return to open session.

All Ald. voted aye.

Motion carried.

Returned to open session at 8:15 PM.

Motion by Moore, seconded by Schell to rescind the motion from December 16, 2025, to terminate the contract with ACSM and direct staff to solicit bids for the completion of the project.

All Ald. Voted aye.

Motion carried.

Motion by Moore, seconded by Eggleston, to enforce the contract with ACSM and take control of the project.

All Ald. Voted aye.

Motion carried.

**ADJOURN**

Motion by Schell, seconded by Moore to adjourn.  
All Ald. voted aye.  
Motion carried.

Meeting adjourned at 8:17 p.m.

Kayla Nessmann, Clerk



**E-BIKE SUB-COMMITTEE**

A Meeting of the E-Bike Sub-Committee was called to order by Mayor Penterman on Wednesday, February 11, 2026, at 2:01 PM

Roll call present: Ald. Antoine, Chief Graff, Attorney Greenwood, Officer Lambie, Ald. Moore, and Mayor Penterman.

Others present: Mark. and Com. Manager Fencil.

**NEW BUSINESS**

Discussion was held on proposed update to city ordinance # 7.09 Neighborhood Electric Vehicles and Other Motorized Vehicles. Officer Lambie provided updates on his meeting with members of the Eagle Scouts. Officer Lambie had described the existing ordinance to the students, which prohibits those under 13 from riding bicycles (and now E-devices) on sidewalks. The students, many of whom were 14, said they felt uncomfortable riding on the road and that it was safer on the sidewalk. They understood the concern of kids flying past pedestrians walking, and that this should be addressed under the new careless operation should it occur. The students thought that the age of 16 would be a more appropriate threshold for riding on the road vs. the sidewalk. Officer Lambie also described fines to the group of students. The group explained how most students don't start working until they are 16 and that a separate fine amount should be given to those under 16.

Chief Graff and Attorney Greenwood spoke with Judge Hufschmid about what the forfeiture amounts should be. For those under 16, fines for the first offense were \$62 and fines for the second offense were \$124. For those 16 and older, fines for the first offense were \$124 and fines for the second offense were \$248. These amounts are based on fines given for disorderly conduct with motor vehicle charges.

Discussion was held on a community survey and how to best collect community input. One option was to post information to social media and the Kaukauna website on forfeiture amounts and what counts as an e-bike. Marketing and Communications Manager Fencil expressed how social media can be utilized, it should not be the main forum for gathering feedback as not everybody has social media, which limits who can participate. While a public hearing is not required for these ordinance changes, Fencil recommended a public hearing to gather people's feedback.

Attorney Greenwood recommended passing the ordinance changes back to the Legislative Committee, which created the E-Bike Sub-Committee. The Legislative Committee could forward to Common Council with the recommendation to hold a public hearing, the Common Council would approve it and then hold a public hearing at the next Common Council meeting.

Mayor Penterman and Chief Graff left the Council Chambers at 2:25 PM. Enough members were still present for a quorum.

**ADJOURN**

Motion by Alder Antoine, seconded by Alder Moore to adjourn.  
All members voted aye.

Motion carried.

Meeting adjourned at 2:34 PM.

Kayla Nessmann, Clerk

7.09 Neighborhood Electric Vehicles and Personal Motorized Mobility Devices

1. *Definition.*

a. "Electric bicycle" (see Wis. Stat. § 340.01(15ph)) means a bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less and that meets the requirements of any of the following classifications:

- 1. Class 1 electric bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- 2. Class 2 electric bicycle is an electric bicycle that may be powered solely by the motor and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.
- 3. Class 3 bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

Any electric bicycle modified to exceed 28 miles per hour or equipped with a motor exceeding 750 watts shall not be considered an electric bicycle under Wis. Stat. § 340.01(15ph) and may be classified as an "electric motorcycle" as defined below and subject to licensing and registration requirements.

b. "Electric motorcycle" means a motor vehicle manufactured with an electric motor with more than 750 watts, a seat or saddle requiring the rider to sit astride, not more than 3 wheels in contact with the ground, steering controlled by handlebars, and acceleration and braking controlled with handlebar and/or foot controls and is capable of speeds in excess of 30 miles per hour. Motor vehicles meeting this description shall be considered motorcycles under Wis. Stat. § 340.01(32) and shall require a valid Class M motorcycle license for operation on public roads. Operation without a valid license may constitute a violation of Wis. Stat. § 343.05

and may be subject to enforcement and penalties under state law, including fines and demerit points.

- c. "Electric scooter" (see Wis. Stat § 340.01(15ps)) means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

Any electric scooter modified to exceed 20 miles per hour shall no longer be considered an electric scooter under Wis. Stat. § 340.01(15ps) and may be classified as an "electric motorcycle" as defined above and subject to licensing and registration requirements.

- d. "Motor bicycle" (see Wis. Stat. § 340.01(30)) means a bicycle to which a power unit that is not an integral part of the vehicle has been added to permit the vehicle to travel at a speed of not more than 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind and having a seat for the operator. "Motor bicycle" does not include an electric bicycle.

- e. "Neighborhood electric vehicle" means any self-propelled electrically- powered motor vehicle, excluding golf carts, that has a maximum speed of 20 to 25 miles per hour and conforms to the definition and safety requirements for low-speed vehicles under 49 CFR 571.3(b) and 571.500.

- f. "Personal motorized mobility device" means any self-propelled device designed to transport one person, powered in whole or in part by an electric or combustion motor. This term includes, but is not limited to:

- 1. Electric bicycles.
- 2. Motor bicycles.
- 3. Electric Scooters.

This term does not include:

- 1. Neighborhood electric vehicles.
- 2. Operation of a vehicle properly licensed by the Department of Transportation.
- 3. Operation of mobility aids used by people with disabilities.
- 4. Operation of motorized farm equipment.

5. Operation of lawn equipment.
  6. Operation of garden equipment.
2. *Limitations.* Neighborhood electric vehicles, authorized pursuant to Wis. Stats. § 349.26, are allowed to be operated on all public roads with posted speeds of 35 miles per hour or less within the city, except not on those city streets on the state trunk network, marked with S.T.H. or U.S.H. route. Notwithstanding the above, such operation is permitted on:
- a. S.T.H. "55" north of C.T.H. "CE" and south of Desnoyer Street.
  - b. S.T.H. "96" from the west city limits to Claribel Street.
3. State driver's license and registration required for Neighborhood Electric Vehicles.
- a. Any person who operates a neighborhood electric vehicle on any city street must hold a valid state driver's license.
  - b. Any person who operates a neighborhood electric vehicle on any city street must register the neighborhood electric vehicle with the state, if required by state law.
4. Operation of Personal Motorized Mobility Devices.
- a. *Careless Operation.* No person shall operate a Personal Motorized Mobility Device upon a street, sidewalk, alley, or trail in the City carelessly or heedlessly in disregard of, or in danger to, the rights or safety of other's property or person. No person shall operate a Personal Motorized Mobility Device upon the streets of the City without having manual control of the handlebars (if the Personal Motorized Mobility Device is equipped with such maneuvering apparatus) in any manner that necessitates the element of unusual or extraordinary skill or involves unnecessary risk.
  - b. No person shall operate a Personal Motorized Mobility Device at speeds greater than is reasonable and prudent under the conditions and circumstances and having regard for the actual and potential hazards then existing.
5. Operation at the City's Skate Park.
- a. No person shall operate any motorized vehicle, whether powered by a combustion or electric motor, within the boundaries of any city-owned skate park. This prohibition includes, but is not limited to, electric bicycles, electric scooters, motor bicycles, mopeds, motorcycles, and personal motorized mobility devices.
  - b. Mobility aids used by individuals with disabilities are permitted within the skate park for access and observation. However, for safety reasons, such devices shall

not be operated on skate park equipment, including ramps, rails, or other elevated structures designed for skating or biking. This restriction is based on legitimate safety concerns and does not limit general access to the skate park.

- c. This section does not apply to city maintenance vehicles performing official duties.
6. Single Rider and Pet Restriction.
- No personal motorized mobility device, as defined above, shall be operated with more than one rider. The transportation of pets on such devices is strictly prohibited.
7. Sidewalk Operation Restrictions for Personal Motorized Mobility Devices
- a. Business Districts. Operation is prohibited on sidewalks in downtown business areas.
  - b. Other Districts. Operation is only allowed for:
    - 1. Children under 13
    - 2. A person over the age of 12 years who is accompanying a bicycle rider who is under the age of 13 years.
    - 3. Newspaper carriers performing duties.
  - c. Physically handicapped persons. Exempt when using mobility aids like scooters, wheelchairs, or three-wheeled bicycles.
  - d. Right-of-way. All persons operating or riding a bicycle on a sidewalk shall yield the right-of-way to any pedestrian and, within a crosswalk, to any motor vehicle, and shall give an audible signal before passing any pedestrian or bicycle rider proceeding in the same direction.
8. Penalties. Violations of this section are subject to the penalties set forth in Ordinance 7.19 of this Code unless otherwise set forth herein.

**MINUTES**

**HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT  
REGULAR MEETING HELD ON FEBRUARY 10, 2026 AT THE  
HEART OF THE VALLEY MSD MEETING ROOM**

**Members Present:** Bruce Siebers - President  
John Sundelius – Vice President  
Patrick Hennessey - Secretary  
Kevin Coffey – Commissioner – Via Phone  
Timothy De Groot – Commissioner – Via Phone

**Absent:** None

**Also Present:** Brian Helminger - District Director HOVMSD  
Tammy Tucker – Office Manager HOVMSD  
Dustin Jerabek - Director of Operations & Maintenance HOVMSD  
Chad Giackino - Regulatory Compliance Manager HOVMSD  
Scott Schramm - Scott Schramm of Strategic Municipal Services  
Anna Huber - Village of Kimberly

**1. 5:00 p.m. Call to Order – Roll Call**

President Siebers called the meeting to order at 5:00 PM.

**2. Public Appearances**

No appearances were made.

**3. Approval of the Minutes of the January 13, 2026 Regular Meeting**

The minutes of the January 13, 2026 Regular Meeting were presented to the Commission. A motion was made by Commissioner Siebers and seconded by Commissioner Sundelius to approve the minutes as written and presented. Motion carried unanimously. The minutes were reviewed by District Director Helminger and Commission Secretary Hennessey prior to the meeting.

**4. Correspondence**

There was nothing to report.

**5. General Discussion Items**

**A. Interceptor Rehab Project – Monthly Activity Report**

Scott Schramm of Strategic Municipal Services provided a written update to the Commission dated February 2, 2026, and distributed an additional hand out dated February 10, 2026, covering broader topics through the end of March. The lining was 100% completed last construction season and all that remains is coating the bottoms of 9 structures in phase 5. The cost estimates for completion of Phase 5 have not been received from Visu, and its anticipated they will be in hand and ready for action at the next meeting.

Great Lakes TV Seal Incorporated (GLTS), completed the original epoxy coating on the phase 5 structures in 2014. Visu would likely work with GLTS on completion of the phase 5 structures so the coating system is the same from top to bottom.

Geotechnical borings were conducted near several manholes last week. SMS marked out the boring locations with the results expected to be back within a week. SMS contacted Bob Givens (Public Works Director) prior to beginning borings in the case the community posed questions. This investigation is for select manholes that exhibit an unusual blistering or bubbles that seem to originate from behind the existing coatings. If asked, Little Chute staff can inform the public of the District activities.

SMS will teleconference with Bob Hannes at the DNR to discuss the direction of Phase 5. Two key recommendations include a strong recommendation that the Phase 5 work be rolled into the existing Clean Water Fund (CWF) loan. While a viable option, taking a new CWF loan comes with soft costs including administrative costs, insurance, and bond counsel potentially incurring an additional \$40,000 - \$50,000 in costs for the administration of a new CWF loan.

During the first two quarters of 2026, SMS and District staff will study cause and effect relationships in developing a capital plan to further protect these structures. This is likely to involve further coating options that may include exterior coatings.

**B. Annual Investments & Debt Service Report**

For informational purposes, the Commission received a copy of a cash & investments spreadsheet showing investment activity and year-end balances for 2025. The year-end balance of \$16,378,976 is an increase of \$2,208,738 compared to 2024. The District continued to see solid income from the interest accrued on District reserves. The Commission also received a debt service repayment schedule for the four outstanding Clean Water Fund loans. The year end final statements will be reviewed with the 2025 audit later this spring.

**C. FOG Program - Monthly Activity Report**

John Stoeger of Stoeger & Associates provided a written fats, oil, and grease update by community, including a grease trap inspection report and site visit correspondence. The Commission also received an itemized copy of the January 2026 invoice.

**6. Plant Reports for January 2026**

### A. Flows & Revenues Report

The Commission received a copy of the hydraulic & organic loadings data, along with flow & strength projections, which shows the year-to-date surplus/deficit in revenue for the month of January 2026. Revenue received from the WPS-Fox Energy Center for effluent purchased in January was \$16,014.38. WPS-Fox Energy purchased 42% of the effluent produced in January.

The average effluent concentrations for **January 2026** were as follows:

<i>Parameter</i>	<i>Monthly Average</i>	<i>Permit Limit</i>
BOD-Biochemical Oxygen Demand	4.4 mg/L	30 mg/L
Suspended Solids	3.6 mg/L	30 mg/L
Suspended Solids	111 lbs.	801 lbs.
Phosphorus	.30 mg/L	1.0 mg/L
Ammonia	.48 mg/L	10 mg/L
Chlorides	819 mg/L	n/a

**All permit values were met for January 2026.**

### B. Operations & Maintenance Report

Dustin Jerabek provided a written O&M report which included the addition of Aquachem LB4000 into the DAF at 0.5 to 1.2 gpd to lower H2S concentrations in the day tank and carry through to the remainder of solids handling treatment. The Actiflo Clarifier Motor on train #1 failed and was ordered and installed for \$1,298. The Atad Jet Pump motor was pulled in November 2025 and was sent out to have it rebuilt for a cost of \$4,342. A disc filter contactor was chattering causing filter shut downs and required replacement for a cost of \$1,450 with installation by Sargent Electric. The Post Atad ORP/pH meters have become more and more difficult to calibrate, typical at the end of useful life, so we purchased 2 new replacement probes for a total of \$2,432.

The new DAF scrapers are in production and should be completed by late February.

The power monitors need to be integrated into the MCC programming. There was some warranty replacement work on one VFD that we are waiting to get back, and then this project will be completed.

There is a large electrical junction box in the tunnel near the peak flow pump building that is in very poor condition, we had Sargent Electric give us a proposal and they came back with a cost of \$21,400 to replace both the large and small electrical boxes.

Dustin also provided a spreadsheet showing chemical usage for 2025, along with gas, electric, and water consumption. The report also detailed the cost of chemicals purchased, gallons purchased, removal efficiency, and cost per MGD treated.

**7. Financials**

**A. February 2026 Accounts Payable; Action for Approval**

After a review of the accounts payable, a motion was made by Commissioner Siebers and seconded by Commissioner Hennessey to approve payment of the bills in the amount of \$270,690.49. A roll call vote was taken: Commissioner Siebers, yes; Commissioner Sundelius, yes; Commissioner Coffey, yes; Commissioner De Groot, yes; and Commissioner Hennessey, yes. Motion carried unanimously. The Commission signed the check voucher register which includes general and pre-paid invoices.

**8. General Old or New Business**

- Revisions to Mission Statement 2026 – Mission statement has not been reviewed or modified in at least 10 years. The updated Mission Statement that has been discussed is as follows:
- The mission of the Heart of the Valley Metropolitan Sewerage District is to provide exceptional, cost-effective wastewater conveyance and treatment that protects public health, ensures community safety, and preserves the quality of our environment. We are committed to delivering high-quality services through innovation, continuous improvement of our facilities and infrastructure, the development of our employees’ individual and team capabilities, and transparent regional collaboration with regulatory agencies, community planners, developers, and the public.
- Headworks Rehab/ Screening Project – There was a meeting with Donohue on 1/20 for a project kick off for the Headworks Screening Project and there were no surprises. Donohue was back on site 2/5 for field measurements which confirmed building and channel dimensions. This project will continue with design and specs and should be set to bid in late fall with construction to start in early 2027.

**9. Adjournment**

With no further business before the Commission a motion was made by Commissioner Sundelius and seconded by Commissioner Coffey to adjourn the meeting. Motion carried unanimously. (Time: 5:39 PM)

SIGNED & APPROVED BY:  3/10/26  
Patrick E. Hennessey, Secretary

**REDEVELOPMENT AUTHORITY**  
 City of Kaukauna  
**Council Chambers**  
 Municipal Services Building  
 144 W. Second Street, Kaukauna



Thursday, February 5, 2026 at 9:00 AM

## MINUTES

### In-Person in Council Chambers

Chairman Moore called the meeting to order at 9:00 a.m.

#### 1. Roll Call

Members Present: Leon Vanevenhoven, John Moore, Quin Lenz, Julie Schroeder

Members Absent: Karl Kilgas, Shannon Schmalz, Heather Hayes

Other(s) Present: Associate Planner Adrienne Nelson, Dr. Rachel and Marcus Tippins from Flow Family Chiropractic

Schroeder made a motion to excuse the absent members. Seconded by Vanevenhoven. The motion passed unanimously.

#### 2. Approval of Minutes

##### a. Approve Minutes from January 8, 2026

Vanevenhoven made a motion to approve the minutes from January 8, 2026. Seconded by Lenz. The motion passed unanimously.

#### 3. Old Business

##### a. Adjourn to Closed Session pursuant to Wisconsin State Statute 19.85(1)(e) to discuss the disposition of public funds – Revolving Loan Fund Documentation for Flow Family Chiropractic

Schroeder made a motion to adjourn to Closed Session pursuant to Wisconsin State Statute 19.85(1)(e) to discuss the disposition of public funds – Revolving Loan Fund Documentation for Flow Family Chiropractic. Seconded by Vanevenhoven. The motion passed unanimously.

Closed Session entered at 9:02 a.m.

Dr. Rachel and Marcus Tippins, applicants, joined the closed session at 9:22 a.m. for further questions.

Dr. Rachel and Marcus Tippins, applicants, left the closed session at 9:38 a.m.

b. Return to Open Session for Possible Action

Schroeder made a motion to return to open session. Seconded by Lenz. The motion passed unanimously.

Open Session entered at 9:40 a.m.

Schroeder made a motion to approve loan fund documentation for Tip Top LLC with suggested adjustments made in the repayment plan. Seconded by Lenz. The motion passed unanimously.

4. New Business

a. Certificate of Appropriateness – 301 W 7<sup>th</sup> Street

Associate Planner Nelson presented the request for an updated Certificate of Appropriateness for the planned addition to the building located at 301 W 7<sup>th</sup> Street. In August 2025, a Certificate of Appropriateness was approved for the façade of the addition only. The owners now plan on updating the façade of the current structure by extending the vinyl siding down to the existing masonry. Because of the partial multi-level nature of the existing structure, Nelson expressed concern with the façade of the original structure meeting the 25% masonry requirement for a public street.

Moore asked if a variance could be requested to waive the 25% masonry requirement.

Lenz asked for confirmation on the extent of the vinyl siding update to the façade on the current structure and recommended maintaining an

even height with the vinyl across both the addition and the current structure.

Schroeder asked what the color of the masonry would be. Nelson confirmed that the color proposed in the original application was a tan or cream color. Schroeder suggested that the masonry be raised to ensure the current structure meets the 25% requirement.

Moore expressed concern with raising the height of the masonry considering the impact of the uniformity and aesthetics of the building's façade.

Lenz made a motion to grant a Certificate of Appropriateness to 301 W 7<sup>th</sup> Street with the knowledge that the façade may not meet the 25% masonry requirement due to the unique shape of the building. Seconded by Schroeder. Motion passed unanimously.

5. Other Business
  - a. None
  
6. Adjourn

Vanevenhoven made a motion to adjourn the meeting. Seconded by Lenz. Motion passed unanimously. The meeting adjourned at 10:02 a.m.



**INDUSTRIAL PARK COMMISSION**

City of Kaukauna

**Hydro View Room**

Municipal Services Building

144 W. Second Street, Kaukauna



Tuesday, November 18, 2025 at 3:30 p.m.

**MINUTES****In-Person in Hydro View Room**

Avanzi called the meeting to order at 3:31 p.m.

## 1. Roll Call

Members Present: Michael Avanzi, Dale Eggert, Glen Schilling, John Sundelius (Virtual), Nick Rieth

Member(s) Absent: Ryan Gaffney, Mike Vandenberg, Tony Nytes

Other(s) Present: Planning and Community Development Director Dave Kittel, Associate Planner Adrienne Nelson, Representative from Straightline Refrigeration

Schilling made a motion to excuse the absent members. Seconded by Rieth. The motion passed unanimously.

## 2. Approval of Minutes

a. Approve Minutes from September 3, 2025

Schilling made a motion to approve the minutes from September 3, 2025. Seconded by Eggert. The motion passed unanimously.

## 3. Old Business

a. None

## 4. New Business

a. None

## 5. Closed Session

a. Adjourn to Closed Session per Wisconsin State Statute 19.85(1)(e) to discuss the disposition of public property – Lot 7 NEW Prosperity Center

Rieth made a motion to adjourn to Closed Session per Wisconsin State Statute 19.85(1)(e) to discuss the disposition of public property – Lot 7 NEW Prosperity Center. Seconded by Eggert. The motion passed unanimously. Closed session entered at 3:37 p.m.

Vandenberg entered the meeting at 3:44 p.m.

b. Return to Open Session for possible action

Schilling made a motion to return to Open Session for possible action. Seconded by Eggert. The motion passed unanimously. Open session entered at 4:00 p.m.

Nieth made a motion to direct staff to create a development agreement to sell the lot at a reduced value and to come back before the Industrial Park Commission for final recommendation on the agreement and final recommendation on the site plan. Seconded by Eggert. The motion passed unanimously.

6. Adjourn

Avanzi made a motion to adjourn. Seconded by Vandehey. The motion passed unanimously. Adjourned at 4:04 p.m.



# Kaukauna Fire Department

## Fire Report - January 2026

<b>Incident Type: Fire</b>		
Code - Description	Number of Runs	Year to Date
Structure Fire	1	1
<b>Total</b>	<b>1</b>	<b>1</b>

<b>Incident Type: Hazardous Situation</b>		
Code - Description	Number of Runs	Year to Date
Hazard Nonchemical	3	3
Investigation	1	1
<b>Total</b>	<b>4</b>	<b>4</b>

<b>Incident Type: Law Enforcement Support</b>		
Code - Description	Number of Runs	Year to Date
Law Enforcement Support	1	1
<b>Total</b>	<b>1</b>	<b>1</b>

<b>Incident Type: Medical</b>		
Code - Description	Number of Runs	Year to Date
Emergency Medical	163	163
<b>Total</b>	<b>163</b>	<b>163</b>

<b>Incident Type: No Emergency</b>		
Code - Description	Number of Runs	Year to Date
Cancelled	1	1
False Alarm	2	2
<b>Total</b>	<b>3</b>	<b>3</b>

<b>Incident Type: Public Service</b>		
Code - Description	Number of Runs	Year to Date
Alarms (Non Medical)	14	14
Citizen Assist	17	17
Other	2	2
<b>Total</b>	<b>33</b>	<b>33</b>

<b>Grand Total</b>	<b>205</b>	<b>205</b>
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<b>Fire Inspection Summary</b>		
	Completed This Month	Year to Date
Inspections Completed	78	78
Violations Found	16	16
Violations Corrected	0	0

# Kaukauna Fire Department

## Fire Report - February 2026

Incident Type: Fire		
Code - Description	Number of Runs	Year to Date
Structure Fire	1	2
Total	1	2

Incident Type: Hazardous Situation		
Code - Description	Number of Runs	Year to Date
Hazard Nonchemical	1	4
Hazardous Materials	1	1
Investigation	0	1
Total	2	6

Incident Type: Law Enforcement Support		
Code - Description	Number of Runs	Year to Date
Law Enforcement Support	0	1
Total	0	1

Incident Type: Medical		
Code - Description	Number of Runs	Year to Date
Emergency Medical	111	274
Total	111	274

Incident Type: No Emergency		
Code - Description	Number of Runs	Year to Date
Cancelled	2	3
Good intent	4	4
False Alarm	2	4
Total	8	11

Incident Type: Public Service		
Code - Description	Number of Runs	Year to Date
Alarms (Non Medical)	8	22
Citizen Assist	12	29
Other	0	2
Total	20	53

Incident Type: Rescue		
Code - Description	Number of Runs	Year to Date
Outside	1	1
Total	1	1

Grand Total	143	348
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Fire Inspection Summary		
	Completed This Month	Year to Date
Inspections Completed	115	193
Violations Found	16	32
Violations Corrected	1	1

# Kaukauna Fire Department

## Ambulance Report - February 2026

Runs by Municipality		
City / Village / Town	Number of Runs	Year to Date
City of Kaukauna	105	265
Village of Combined Locks	8	21
Town of Kaukauna	8	12
Town of Vandebroek	1	5
Town of Freedom	1	1
Village of Greenville	0	1
<b>Total</b>	<b>123</b>	<b>305</b>

Runs by County		
County	Number of Runs	Year to Date
Outagamie	123	305
<b>Total</b>	<b>123</b>	<b>305</b>

Runs by Disposition		
Disposition	Number of Runs	Year to Date
Patient Treated, Transported by Kaukauna Fire	87	210
Patient Treated, Released	15	42
Patient Evaluated, No Treatment/Transport Required	13	34
Canceled Prior to Arrival	2	6
Canceled on Scene No Patient Contact	1	3
Patient Dead at Scene - No Resuscitation Attempted, No Transport	3	5
Standby - No Services or Support Provided	0	2
Patient Dead at Scene - Resuscitation Attempted, No Transport	1	1
Canceled, Request Transferred to Another Provider	1	2
<b>Total</b>	<b>123</b>	<b>305</b>

Runs by Ambulance		
Primary Unit	Number of Runs	Year to Date
First Out Ambulance	102	256
Second Out Ambulance	17	42
Third Out Ambulance	3	5
Engine Company	1	2
<b>Total</b>	<b>123</b>	<b>305</b>

Mutual Aid		
	Number of Runs	Year to Date
Provided	1	2
Received	1	2

Police calls generated by:		YTD
911 call	195	472
Officer initiated	516	1,073
Called general phone number	191	423
<b>TOTAL</b>	<b>902</b>	<b>1,968</b>
<b>Breakdown of calls:</b>		
ABANDONED VEHICLE	0	1
ACCIDENT	28	78
ALARMS	4	14
ALCOHOL OFFENSE	0	1
ANIMAL	17	37
ARSON	0	0
ASSISTS	77	180
ASSAULT	0	0
BURGLARY	1	1
CIVIL	0	0
CRIME PREVENTION	27	88
DAMAGE TO PROPERTY	2	2
DISTURBANCES	23	46
DOMESTIC	2	5
DRUGS	11	22
FIRE CALLS	16	33
FIREWORKS	0	1
FRAUD	9	14
HARASSMENT	6	13
HAZARD	9	14
JUVENILE	19	33
LOCKOUT	4	12
LOST & FOUND	10	15
MEDICAL	92	223
MISSING PERSON	1	1
OPEN DOOR	3	6
OPERATING WHILE INTOXICATED	8	13
ORDINANCE VIOLATIONS	81	162
PARKING	9	18
RECKLESS DRIVE COMPLAINT	22	38
SCHOOL SAFETY	48	87
SEX OFFENSE	3	4
SUICIDE; ATTEMPT, THREAT, COMPLETED	0	5
SUSPICIOUS PERSON, VEHICLE , SITUATION	22	57
THEFT	7	15
TRAFFIC	181	372
TRAFFIC SAFETY	2	2
TRESPASS	3	4
TRUANCY	7	11
VIOLATE COURT ORDER	4	13
WANTED PERSON OR APPREHENSION	6	9
WARNINGS	138	287
WEAPON	0	2
WELFARE CHECK	48	109
911 HANGUP/ASSIST	29	82
<b>total</b>	<b>979</b>	<b>2,130</b>
note- the difference between the totals is some calls have mulitple offenses		

**MUNICIPAL JUDGE  
COURT REPORT**

**FEBRUARY**

	<b>2025</b>	<b>2026</b>	<b>2025 CUMULATIVE</b>	<b>2026 CUMULATIVE</b>
FORFEITURES/MUNICIPAL ORDINANCE VIOLATIONS	\$3,236.44	\$3,690.79	\$8,084.70	\$7,332.93
MUNICIPAL COURT COSTS	\$1,298.16	\$1,924.75	\$3,128.93	\$3,372.21
PENALTY SURCHARGES	\$740.03	\$982.28	\$1,886.14	\$2,224.84
COUNTY JAIL SURCHARGES	\$317.92	\$467.40	\$775.47	\$873.17
DRIVER IMPROVEMENT SURCHARGES	\$617.00	\$1,326.91	\$2,234.06	\$1,760.73
CRIME LAB/DRUG ENFORCEMENT SURCHARGES	\$403.00	\$604.23	\$1,001.00	\$1,141.41
IGNITION INTERLOCK DEVICE SURCHARGE	\$0.00	\$0.00	\$0.00	\$50.00
SAFE RIDE PROGRAM	\$67.73	\$300.00	\$367.73	\$350.00
TOTAL	\$6,680.28	\$9,296.36	\$17,478.03	\$17,105.29

## Clerk-Treasurer Daily Deposit Report

Date	Deposit	Balance
2/2/2026	\$210,015.13	\$241,005.27
2/2/2026	\$972.14	\$30,990.14
2/2/2026	\$18.00	\$30,018.00
2/3/2026	\$26,521.55	\$75,211.36
2/3/2026	\$15,137.71	\$48,689.81
2/3/2026	\$1,895.75	\$33,552.10
2/3/2026	\$1,416.35	\$31,656.35
2/3/2026	\$240.00	\$30,240.00
2/4/2026	\$171.15	\$30,171.15
2/5/2026	\$30,499.29	\$62,257.11
2/5/2026	\$1,242.82	\$31,757.82
2/5/2026	\$515.00	\$30,515.00
2/6/2026	\$59,731.00	\$107,030.92
2/6/2026	\$16,293.29	\$47,299.92
2/6/2026	\$627.50	\$31,006.63
2/6/2026	\$239.13	\$30,379.13
2/6/2026	\$140.00	\$30,140.00
2/9/2026	\$10,123.78	\$40,151.78
2/9/2026	\$20.00	\$30,028.00
2/9/2026	\$8.00	\$30,008.00
2/10/2026	\$3,707.96	\$34,456.96
2/10/2026	\$399.00	\$30,749.00
2/10/2026	\$350.00	\$30,350.00
2/11/2026	\$250.00	\$30,265.00
2/11/2026	\$15.00	\$30,015.00
2/12/2026	\$454.00	\$30,484.00
2/12/2026	\$30.00	\$30,030.00
2/13/2026	\$1,261.24	\$31,286.24
2/13/2026	\$25.00	\$30,025.00
2/17/2026	\$131,998.53	\$186,372.11
2/17/2026	\$21,933.35	\$54,373.58
2/17/2026	\$1,454.73	\$32,440.23
2/17/2026	\$725.00	\$30,985.50
2/17/2026	\$127.50	\$30,260.50
2/17/2026	\$112.00	\$30,133.00
2/17/2026	\$21.00	\$30,021.00
2/18/2026	\$40.00	\$30,040.00
2/19/2026	\$4,300.00	\$34,310.00
2/19/2026	\$10.00	\$30,010.00
2/20/2026	\$6,818.66	\$37,358.66
2/20/2026	\$353.00	\$30,540.00
2/20/2026	\$187.00	\$30,187.00
2/23/2026	\$6,785.10	\$36,955.10
2/23/2026	\$170.00	\$30,170.00

Month of: *February*

2/24/2026	\$2,500.00	\$33,175.00
2/24/2026	\$493.00	\$30,675.00
2/24/2026	\$182.00	\$30,182.00
2/25/2026	\$29,948.54	\$59,958.54
2/25/2026	\$10.00	\$30,010.00
2/26/2026	\$3,346.75	\$34,111.75
2/26/2026	\$765.00	\$30,765.00
2/27/2026	\$4,771.74	\$35,133.54
2/27/2026	\$193.00	\$30,361.80
2/27/2026	\$98.80	\$30,168.80
2/27/2026	\$70.00	\$30,070.00

Note: This deposit report includes all cash and checks that were handled/receipted in the clerk's office and deposited at close of business for the month indicated on the top of report

Permit number	Municipal address	Category	Work type	Work target	Applicant	Status	Issued date	Issued by
KU-2026-46	2226 NOTTINGHAM LA	HVAC	New	Heating	SHARON ZAKOWSKI	Permit issued	2/2/26	Brett Jensen
KU-2025-194	500 LAWE ST	Signs	New	Wall Sign	Sydney Hummell	Permit issued	2/2/26	Adrienne Nelson
KU-2026-25	2060 ANTELOPE TR	Residential building	Remodel	Recreational dwelling	Nathan Jack	Permit issued	2/2/26	Brett Jensen
KU-2026-42	223 E NINTH ST	HVAC	Remodel	Heating	Black-Haak Heating	Permit issued	2/2/26	Brett Jensen
KU-2026-44	1130 HAEN DR	Institutional building	Addition	Elementary School	David Stanton	Permit issued	2/2/26	Brett Jensen
KU-2026-41	1805 TRAVIS LA	HVAC	Remodel	Furnace	Black-Haak Heating	Permit issued	2/2/26	Brett Jensen
KU-2026-43	1025 DRAPER ST	HVAC	Repair	Furnace	TABITHA KING	Permit issued	2/3/26	Brett Jensen
KU-2026-45	514 DRAPER ST	Electrical	New	Panel	Andrew Ralston	Permit issued	2/3/26	Brett Jensen
KU-2026-48	211 NIKKI LA	Plumbing	Remodel	Other	Nate Powell	Permit issued	2/4/26	Brett Jensen
KU-2026-50	2000 FIELDCREST DR	Plumbing	Repair	Basement Flooding Protection	Julie Dudek	Finished	2/5/26	Brett Jensen
KU-2026-55	1961 WHITE DOVE LA	HVAC	Remodel	Ductwork	Michael Christensen	Construction started	2/6/26	Brett Jensen
KU-2026-53	716 E. 9TH ST	Plumbing	New	Other	Paul Dennee	Permit issued	2/6/26	Brett Jensen
KU-2026-52	909 DESNOYER ST	HVAC	Remodel	Furnace	Black-Haak Heating	Permit issued	2/6/26	Brett Jensen
KU-2026-49	1961 WHITE DOVE LA	Residential building	Finished Basement	Single-family dwelling	CHRIS Peters	Construction started	2/6/26	Brett Jensen
KU-2026-57	1617 MAIN AV	Plumbing	Replacement	Water Heater	Marissa Bratz	Finished	2/9/26	Brett Jensen
KU-2026-58	2030 WHITE DOVE LA	Electrical	New	Service	Nick Kampo	Permit issued	2/9/26	Brett Jensen
KU-2026-47	206 W SEVENTH ST	Other structures	New	Fence	Chelsea Helms	Permit issued	2/9/26	Brett Jensen
KU-2026-56	3160 WHITE BIRCH ST	HVAC	Remodel	Furnace	Black-Haak Heating	Permit issued	2/9/26	Brett Jensen
KU-2026-60	380 FARMLAND CT	HVAC	New	A/C	Dave Mercier	Permit issued	2/11/26	Brett Jensen
KU-2026-59	211 NIKKI LA	Electrical	Remodel	Open Frame	Dwayne Hipke	Permit issued	2/11/26	Brett Jensen
KU-2026-62	724 W ANN ST	Electrical	Remodel	Open Frame	Nicway Electric	Permit issued	2/11/26	Brett Jensen
KU-2026-61	811 GRIGNON ST	Residential building	Demolition	Single-family dwelling	Glen Martin	Permit issued	2/11/26	Brett Jensen
KU-2026-63	165 MC KINLEY ST	Other structures	New	Fence	Ashley Hartjes	Permit issued	2/16/26	Brett Jensen
KU-2026-54	3550 RIDGECREST LA	Residential building	New	Single-family dwelling	Todd schuh	Construction started	2/16/26	Brett Jensen
KU-2026-67	3380 BECKETT LA	Other structures	New	Fence	Lynn Sukow	Permit issued	2/16/26	Brett Jensen
KU-2026-70	1961 WHITE DOVE LA	Plumbing	Remodel	Other	CHARLES WILLIAMS	Permit issued	2/16/26	Brett Jensen
KU-2026-74	1201 ORCHARD DR	HVAC	New	Heating	Kristy Wood	Permit issued	2/20/26	Brett Jensen
KU-2026-75	1961 WHITE DOVE LA	Electrical	Remodel	Open Frame	Jeremy Kelley	Construction started	2/20/26	Brett Jensen
KU-2026-82	207 DOTY ST	Other structures	New	Fence	Craig Van Dera	Permit issued	2/20/26	Brett Jensen
KU-2026-73	1011 DELANGLADE ST	Other structures	New	Tank	Neil Elgin	Permit issued	2/20/26	Brett Jensen
KU-2026-83	108 GARFIELD ST	Residential building	Remodel	Single-family dwelling	Kevin Gitz	Permit issued	2/20/26	Brett Jensen
KU-2026-71	1025 DODGE ST	Residential building	Footings and foundations	Single-family dwelling	William Martin	Permit issued	2/20/26	Brett Jensen
KU-2026-72	360 E ANN ST	Plumbing	Remodel	Other	Kevin Kussow	Construction started	2/20/26	Brett Jensen
KU-2026-66	916 BOYD AV	Residential building	New	Single-family dwelling	Howard Fuerst	Construction started	2/20/26	Brett Jensen
KU-2026-81	100 W THIRTEENTH ST	Storm Sewer/ Waters / Sanitary laterals	New	Water, storm and sanitary	Brandon Bowers	Permit issued	2/20/26	Brett Jensen
KU-2026-77	820 E HYLAND AV 2	Electrical	New	Service	Nick Kampo	Permit issued	2/20/26	Brett Jensen
KU-2026-80	916 BOYD AV	Storm Sewer/ Waters / Sanitary laterals	New	Water, storm and sanitary	Brandon Bowers	Permit issued	2/20/26	Brett Jensen
KU-2026-69	3550 RIDGECREST LA	Storm Sewer/ Waters / Sanitary laterals	New	Water, storm and sanitary	Ryan Jelovnik	Finished	2/20/26	Brett Jensen
KU-2026-78	1708 COUNTRY LA	Residential building	Finished Basement	Single-family dwelling	JJ Rusk	Permit issued	2/20/26	Brett Jensen
KU-2026-93	2030 WHITE DOVE LA	HVAC	New	Heating	Val Heat	Permit issued	2/24/26	Brett Jensen

KU-2026-86	201 REAUME AV	Electrical	Remodel	Open Frame	Nick Kampo	Permit issued	2/24/26	Brett Jensen
KU-2026-87	100 W THIRTEENTH ST	Residential building	New	Single-family dwelling	Howard Fuerst	Permit issued	2/24/26	Brett Jensen
KU-2026-88	608 BLACK ST	Plumbing	Replacement	Water Heater	TUREKS PLUMBING	Permit issued	2/24/26	Brett Jensen
KU-2026-84	2 MC FARLAND PL	HVAC	Remodel	Furnace	Black-Haak Heating	Permit issued	2/24/26	Brett Jensen
KU-2026-79	2170 WHITE WOLF LA	Electrical	Remodel	Open Frame	Rob Compton	Construction started	2/25/26	Brett Jensen
KU-2026-94	2030 WHITE DOVE LA	Plumbing	New	Other	Erick Griffin	Permit issued	2/25/26	Brett Jensen
KU-2026-64	2170 WHITE WOLF LA	Residential building	Finished Basement	Single-family dwelling	Shawn Lessor	Construction started	2/25/26	Brett Jensen
KU-2026-65	641 LEMONGRASS WAY	HVAC	Remodel	Furnace	Black-Haak Heating	Permit issued	2/25/26	Brett Jensen

### City - Bills Payable

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
00000493/1	INV06938046	2/17/2026		Payroll Software, HRIS Software	Paycor, Inc.	3,271.20
00000493/2	WS2GPC013199778	2/17/2026		March Health Insurance	Wisconsin Employee Trust Funds (ETF)	433,798.62
00000493/3	021226	2/17/2026		02/12/26 Payroll, 02/12/26 Payroll	Mission Square Retirement	21,909.32
00000494/1	021026	2/17/2026		Rent - February, Maintenance - February	Grand Kakalin LLC	21,086.00
00000494/10	IAFF2026-02-12	2/17/2026		02/12/26 Payroll	Fire Association Local 1594	885.59
00000494/11	KPPA2026-02-12	2/17/2026		02/12/26 Payroll	Police Association	696.00
00000494/12	PEL2026-02-12	2/17/2026		02/12/26 Payroll	Pelion Benefits, Inc (SSA)	1,609.92
00000494/2	229998	2/17/2026		Kayla's Standing Desk	Emmons Business Interiors	1,878.57
00000494/3	WIKIM308104	2/17/2026		AA Batteries	Fastenal Company	15.55
00000494/4	501802-00 2026-01-31	2/17/2026		Tower Drive Sewer Lift	Kaukauna Utilities	2,197.69
00000494/5	54418484	2/17/2026		Oxygen Rental	Linde Gas & Equipment Inc.	76.20
00000494/6	508349406	2/17/2026		Digital Library Materials	Midwest Tape	417.26
00000494/7	2383403	2/17/2026		NetSuite Software	Oracle NetSuite	5,017.65
00000494/8	1809441	2/17/2026		Red Signal Head	Tapco	165.01
00000494/8	1810162	2/17/2026		2025 Signal PM Repairs	Tapco	6,219.50
00000494/9	DBS2026-02-12	2/17/2026		02/12/26 Payroll, 02/12/26 Payroll	Diversified Benefit Services, Inc (DBS) (ACH)	9,391.92
126599	160307	2/20/2026		Truck #9	A T F Tires & Service Center Inc.	386.48
126599	160447	2/20/2026		Truck #5	A T F Tires & Service Center Inc.	386.02
126599	160285	2/20/2026		Park Mower #126	A T F Tires & Service Center Inc.	270.00
126599	160528	2/20/2026		#95 Tires Switch	A T F Tires & Service Center Inc.	132.16
126599	158411	2/20/2026		Parks Hill Mower #106	A T F Tires & Service Center Inc.	351.13
126600	5522191706	2/20/2026		Oxygen	Airgas USA, LLC	247.38
126601	27125	2/20/2026		Troubleshooting Horseshoe Cameras and Re-Aiming Camera	A m p l i t e l Technologies LLC	150.00
126601	27132	2/20/2026		CE Computer Installs	A m p l i t e l Technologies LLC	1,500.00
126601	27004	2/20/2026		Avaya IP License - Library (less tax - tax exempt)	A m p l i t e l Technologies LLC	54.64
126601	26957	2/20/2026		Dual monitor install - Fire	A m p l i t e l Technologies LLC	370.00
126602	1696473	2/20/2026		Pre-Employment Drug Screen	Aurora Health Care, Inc.	374.00
126603	104005218	2/20/2026		Sweeper 58	Auto Value Kaukauna	45.10
126603	104003271	2/20/2026		Chipper Trailer #38	Auto Value Kaukauna	55.05
126603	104002869	2/20/2026		Street Sweeper #26	Auto Value Kaukauna	115.39
126603	104003474	2/20/2026		Refuse 228	Auto Value Kaukauna	221.27
126603	104004896	2/20/2026		Front Wheel Bearing	Auto Value Kaukauna	261.56
126603	104003745	2/20/2026		Truck #3	Auto Value Kaukauna	25.56

Check #	Bills Paid	Date	Class Line Description	Addressee	A m o u n t Paid
126603	104004999	2/20/2026	Sewer Crew/Generator Trailer 311	Auto Value Kaukauna	38.05
126603	104005410	2/20/2026	Fuel & Filter #2121	Auto Value Kaukauna	45.08
126603	104004315	2/20/2026	Athletic Field/Field Groomer 127	Auto Value Kaukauna	66.95
126603	104005243	2/20/2026	Refuse #228	Auto Value Kaukauna	143.21
126603	104004345	2/20/2026	Oil Filter #2122	Auto Value Kaukauna	44.82
126603	104004019	2/20/2026	Truck #3	Auto Value Kaukauna	97.65
126603	104005469	2/20/2026	Fitting #2122	Auto Value Kaukauna	20.26
126603	104004715	2/20/2026	Parks/Trailer 301 - Weed Whip Trailer	Auto Value Kaukauna	24.00
126603	104005456	2/20/2026	Harlan/Shop	Auto Value Kaukauna	10.90
126604	INUS418810	2/20/2026	Taser Contract	Axon Enterprise, Inc.	18,962.91
126605	288013	2/20/2026	Parks/Supplies	Carstens Hardware	43.01
126605	288266	2/20/2026	Street Maintenance	Carstens Hardware	17.96
126605	287633	2/20/2026	Ice Rink	Carstens Hardware	14.20
126605	287977	2/20/2026	Truck #10	Carstens Hardware	69.99
126605	288234	2/20/2026	Vets Park	Carstens Hardware	2.42
126605	287528	2/20/2026	Parks	Carstens Hardware	12.66
126605	288242	2/20/2026	Paint/Barricades/Snow & Ice	Carstens Hardware	224.08
126605	287937	2/20/2026	OO Lift Station	Carstens Hardware	26.56
126605	287840	2/20/2026	Street/Shop	Carstens Hardware	13.00
126605	288224	2/20/2026	Park Shop	Carstens Hardware	31.47
126605	288264	2/20/2026	Barricades	Carstens Hardware	28.36
126605	288019	2/20/2026	Building Maintenance/Shop	Carstens Hardware	67.94
126606	CAL3548461	2/20/2026	Library Materials	Cavendish Square	186.03
126607	F4-260210582	2/20/2026	Seal Grommet	Cummins Sales & Service	18.80
126608	54432	2/20/2026	85 oil	DC Auto Repair, LLC	54.02
126608	55345	2/20/2026	#82 Oil Filter Adapter	DC Auto Repair, LLC	985.17
126609	207153802	2/20/2026	DPW Restrooms	Diamond Vogel Inc.	583.15
126610	470081	2/20/2026	FSA - February	Diversified Benefit Services, Inc.	251.05
126611	021826	2/20/2026	Reimbursement for DEA Payment	Dr. Ryan T Murphy	888.00
126612	29845	2/20/2026	Chainsaw #163	Evergreen Power	261.81
126613	0192881-IN	2/20/2026	Garage Door Repair	EZ Glide Garage Doors	2,258.10
126614	BE326239	2/20/2026	Publication Fee for 1/5 BPW Meeting	Finger Publishing, Inc.	124.61
126614	BE327978	2/20/2026	Publication Fee for 1/6 COW Meeting Minutes	Finger Publishing, Inc.	72.59
126614	BE324276	2/20/2026	Board of Appeals - Variance Request for 916 Boyd Ave.	Finger Publishing, Inc.	35.80

Check #	Bills Paid	Date	Class Line Description	Addressee	A m o u n t Paid
126614	BE324277	2/20/2026	Class 2 Notice for an Update to the Zoning Code - Section 17.25	Finger Publishing, Inc.	47.77
126614	BE327983	2/20/2026	Publication Fee for 1/19 Legislative Meeting Minutes	Finger Publishing, Inc.	99.33
126614	BE327977	2/20/2026	Publication Fee for 1/6 Council Minutes	Finger Publishing, Inc.	221.56
126614	BE326236	2/20/2026	Project 2-26 Newspaper Posting Inv. #1	Finger Publishing, Inc.	114.73
126614	BE327980	2/20/2026	Publication Fee for 1/19 COW Meeting Minutes	Finger Publishing, Inc.	73.97
126614	BE327979	2/20/2026	Publication Fee for 1/19 BPW Meeting Minutes	Finger Publishing, Inc.	200.47
126614	BE326237	2/20/2026	Board of Appeals - Variance Request for 916 Boyd Ave.	Finger Publishing, Inc.	29.28
126614	BE327981	2/20/2026	Publication Fee for 1/19 F&P Meeting Minutes	Finger Publishing, Inc.	99.33
126614	BE326238	2/20/2026	Publication Fee for 12/16 Council Minutes	Finger Publishing, Inc.	501.50
126614	BE327982	2/20/2026	Publication Fee for 1/19 H&R Meeting Minutes	Finger Publishing, Inc.	74.04
126614	BE327984	2/20/2026	PH for 17.25 Ordinance Amendment Allowing Data Centers as a Special Exception	Finger Publishing, Inc.	145.21
126614	BE327155	2/20/2026	Project 2-26 Newspaper Posting Invoice #2	Finger Publishing, Inc.	91.62
126614	BE324278	2/20/2026	Police Salute	Finger Publishing, Inc.	50.00
126615	7737	2/20/2026	Sprinkler System Inspection	Fireline Sprinkler Corp	200.00
126615	6629	2/20/2026	Fire Sprinkler Inspection Performed on 10/31/25	Fireline Sprinkler Corp	200.00
126616	00016/2026	2/20/2026	Coffee for MSB	Fox River Vending, Inc.	200.00
126617	56933	2/20/2026	Bathroom Supplies	Fox Specialty Company LLC	129.74
126618	1-1815257	2/20/2026	Truck #3	Gandrud	3,508.24
126619	LQ03268339	2/20/2026	Recycling	GFL Green For Life Environmental	296.00
126620	17325	2/20/2026	Shop/Bldg Maint., SPaR/Bldg Maint., MSB/Bldg Maint., Parks/Bldg Maint. - Custodial	Haenco LLC	885.63
126621	117109-000	2/20/2026	Athletic Fields/Sweeper - Mower	Horst Distributing, Inc.	850.72
126622	94132639	2/20/2026	Books	Ingram	31.95
126622	94132630	2/20/2026	Books	Ingram	33.40
126622	93991790	2/20/2026	Books	Ingram	70.66
126622	93991788	2/20/2026	Books	Ingram	111.40
126622	93991789	2/20/2026	Books	Ingram	174.67
126622	94107374	2/20/2026	Books	Ingram	25.79
126622	94132641	2/20/2026	Books	Ingram	13.65
126622	94107372	2/20/2026	Books	Ingram	23.57
126622	94132634	2/20/2026	Books	Ingram	26.43
126622	94132636	2/20/2026	Books	Ingram	20.73
126622	94107371	2/20/2026	Books	Ingram	13.19
126622	94107369	2/20/2026	Books	Ingram	20.59
126622	94107373	2/20/2026	Books	Ingram	16.06

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
126622	94132629	2/20/2026	Books		Ingram	17.52
126622	94132637	2/20/2026	Books		Ingram	41.45
126622	94132640	2/20/2026	Books		Ingram	13.65
126622	94132631	2/20/2026	Books		Ingram	5.88
126622	94132638	2/20/2026	Books		Ingram	9.68
126622	94132633	2/20/2026	Books		Ingram	12.74
126622	94107370	2/20/2026	Books		Ingram	13.89
126622	93991791	2/20/2026	Books		Ingram	14.55
126622	94132632	2/20/2026	Books		Ingram	19.97
126622	94132635	2/20/2026	Books		Ingram	18.12
126623	020226	2/20/2026	Mileage - 8th District Court Meeting (\$0.725/mile)		Jessica Schneider	31.90
126624	80996471	2/20/2026	Pressure Washer #513		K. R. West Company Inc	10.24
126624	80995603	2/20/2026	Refuse #228		K. R. West Company Inc	10.25
126624	80988044	2/20/2026	Parks MSV 104		K. R. West Company Inc	58.60
126625	511028	2/20/2026	Bodo - Vet Bills		Kaukauna Veterinary Clinic, LLP	86.50
126625	510324	2/20/2026	Bodo - Vet Bills		Kaukauna Veterinary Clinic, LLP	626.05
126625	510797	2/20/2026	Bodo - Vet Bills		Kaukauna Veterinary Clinic, LLP	268.14
126626	IN274677	2/20/2026	Gun sight		Kiesler Police Supply	48.38
126627	CJ846	2/20/2026	Sewer Vac #211		Klink Hydraulics, LLC	51.53
126628	2359	2/20/2026	Locates - January		Lazer Utility Locating, LLC	267.40
126629	41247491	2/20/2026	Copier - PD - 1st Floor, Copier - PD - 2nd Floor, Copier, Copier, Copier, Copier, Copier, Copier, Copier, Copier, Copier, Copier		Marco	1,305.56
126630	0032721675	2/20/2026	Welder		Matheson Tri-Gas Inc.	382.02
126631	02/01/2026	2/20/2026	Customer #268973 Subcode #34		MetLife	537.98
126632	244283	2/20/2026	Harlan/Sign Shop		MGD Industrial Corp	14.00
126633	K229585	2/20/2026	Refuse #228		Northcentral Utility of Wisconsin, LLC	228.16
126633	K229661	2/20/2026	Refuse #228		Northcentral Utility of Wisconsin, LLC	181.64
126634	290329786	2/20/2026	Building Maint/Shops/Garages		ORKIN Pest Control	190.64
126634	290330398	2/20/2026	Building Maint/MSB		ORKIN Pest Control	125.62
126635	40271	2/20/2026	SSR/Refuse Disposal		Outagamie County Recycling & SW	120.28
126636	01/30/26	2/20/2026	Postage		Quadient Finance USA, Inc.	1,000.00
126637	1272	2/20/2026	Commercial Inspections		RG Inspections LLC	5,290.00
126638	021926	2/20/2026	XYZ Entertainer Payment		Robert Molskness	100.00
126639	676884562968SFL	2/20/2026	DeBruin Annexation and Two Amended Developer Agreements for Kennedy Coffey		Simplifile, LC	90.75
126640	SA000063597	2/20/2026	Police Test		Stanard & Associates, Inc.	121.00
126641	14:49:24 20JAN2026	2/20/2026	XYZ Supplies		Stoneridge Piggly Wiggly	8.18

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
126641	14:16:15 19JAN2026	2/20/2026		Custodial Supplies	Stoneridge Piggly Wiggly	90.53
126641	8:03:30 21JAN2026	2/20/2026		XYZ Chili Cookoff	Stoneridge Piggly Wiggly	80.10
126641	7:47:09 21JAN2026	2/20/2026		Water	Stoneridge Piggly Wiggly	10.84
126642	9211431149	2/20/2026		Lucas Supplies	Stryker Sales Corporation	404.63
126643	110	2/20/2026		2/11-2/13/26 WI Concrete Pavement Association Conf.	Taylor Conger	244.35
126644	96464176310126	2/20/2026		SPaR Building Maint.	The Sherwin Williams Co.	149.75
126645	205550-202601-1	2/20/2026		TLO - Less Sales Tax	TransUnion Risk and Alternative Data Solutions Inc	199.00
126646	6160429135	2/20/2026		Coverall/Mat Service	VESTIS	95.28
00000496/1	339162	2/24/2026		January 2026	Wisconsin Employee Trust Funds (ETF)	226,867.57
00000497/1	AH73L2Y	2/24/2026		Ethernet Cables for Squad Cars	CDW Government	56.90
00000497/1	AH8Q23H	2/24/2026		HR Coordinator PC	CDW Government	1,800.81
00000497/10	JAN2026	2/24/2026		Budget Software	DataAnts	5,037.50
00000497/2	INV14280	2/24/2026		BPP ACH Fee - Dec. 2025	Gila, LLC	118.50
00000497/3	1314449	2/24/2026		Gasoline (\$2.51/Gallon)	Garrow Oil Corp.	21,272.13
00000497/4	KZGP244	2/24/2026		Shredding - PD (2 Bins), Shredding - Clerk (1 Bin), Shredding - FD (1 Bin)	Iron Mountain Inc.	144.01
00000497/5	12970-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	26.33
00000497/5	504000-00 2026-02-10	2/24/2026		Progress Way Fountain	Kaukauna Utilities	45.13
00000497/5	10592-02 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	72.57
00000497/5	10581-01 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	673.11
00000497/5	10690-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	16.95
00000497/5	282505-00 2026-02-10	2/24/2026		Riverside Boardwalk Lighting	Kaukauna Utilities	39.12
00000497/5	21995-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	46.00
00000497/5	10590-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	78.02
00000497/5	12953-01 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	5,099.14
00000497/5	10671-01 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	16.48
00000497/5	10620-00 2026-02-10	2/24/2026		Dodge Street Sewer Pump	Kaukauna Utilities	19.04
00000497/5	10465-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	47.38
00000497/5	31522-01 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	60.77
00000497/5	31641-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	105.40
00000497/5	10615-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	238.49
00000497/5	10650-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	1,099.98
00000497/5	10635-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	16.48
00000497/5	501803-00 2026-02-10	2/24/2026		Tower Drive Sewer Lift	Kaukauna Utilities	11.00
00000497/5	50821-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	74.08
00000497/5	801162-00 2026-02-10	2/24/2026		Evergreen Dr - Commerce X-ing	Kaukauna Utilities	71.18
00000497/5	10579-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	67.35
00000497/5	15010-01 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	2,004.05
00000497/5	25720-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	25.18
00000497/5	31521-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	40.25
00000497/5	12960-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	181.28
00000497/5	111340-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	104.72
00000497/5	100420-00 2026-02-10	2/24/2026		Water, Sewer, & Electric	Kaukauna Utilities	63.31

Check #	Bills Paid	Date	Class Line Description	Addressee	A m o u n t Paid
00000497/5	120560-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	165.03
00000497/5	21846-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	84.47
00000497/5	10672-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	44.86
00000497/5	10591-01 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	105.87
00000497/5	10660-01 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	148.71
00000497/5	391515-01 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	476.75
00000497/5	10630-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	21.82
00000497/5	10279-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	48.23
00000497/5	26412-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	81.26
00000497/5	10610-00 2026-02-10	2/24/2026	Dodge St Lift Pump	Kaukauna Utilities	84.81
00000497/5	10595-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	113.85
00000497/5	10593-01 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	172.21
00000497/5	31524-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	181.58
00000497/5	10730-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	198.12
00000497/5	92505-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	396.90
00000497/5	10680-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	721.40
00000497/5	12922-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	7,256.71
00000497/5	204444-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	16.48
00000497/5	10580-01 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	25.76
00000497/5	16015-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	31.73
00000497/5	10600-00 2026-02-10	2/24/2026	Water, Sewer, & Electric	Kaukauna Utilities	39.52
00000497/6	P41110	2/24/2026	Parks MSV #104	MacQueen Equip Group	186.13
00000497/7	508387949	2/24/2026	Digital Library Materials	Midwest Tape	1,351.99
00000497/7	508376610	2/24/2026	Digital Library Materials	Midwest Tape	109.58
00000497/7	508370958	2/24/2026	Digital Library Materials	Midwest Tape	179.96
00000497/8	2386409	2/24/2026	NetSuite Software	Oracle NetSuite	7,748.85
00000497/9	SC100402091	2/24/2026	Employee Screenings	Screening One, Inc.	66.40
126647	02-43695	2/27/2026	General Janitorial Services provided Monday through Friday at the Municipal Services Building and Police Department Services will be provided per the Scope of Work provided with the original work order FEBRUARY 2026 - 1st half of the month	A d v a n c e d M a i n t e n a n c e Solutions	1,303.92
126647	02-43333	2/27/2026	Services-Subco... Monthly Janitorial Services for the month of the invoice date - Second Half 1000 Islands Environmental Center 1000 Beaulieu Ct Kaukauna, WI 54130	A d v a n c e d M a i n t e n a n c e Solutions	429.97
126648	0489561-IN	2/27/2026	Rigging Inspection	All-Lift Systems, LLC	1,000.00
126649	287325100391X02202026	2/27/2026	Wireless Charges, Wireless Charges	AT&T Mobility	132.17
126650	022426	2/27/2026	Department Uniform Reimbursement	Austin Klister	421.95
126651	104005832	2/27/2026	Oil #2171 Trash Pump	Auto Value Kaukauna	42.89
126651	104005915	2/27/2026	Refuse #224	Auto Value Kaukauna	559.84
126652	CINV034805	2/27/2026	Medication	BayCare Aurora LLC	389.06
126653	289197	2/27/2026	Street Restrooms	Carstens Ace Hardware	81.02
126653	289131	2/27/2026	Harlan/Shop	Carstens Ace Hardware	63.85
126653	289151	2/27/2026	Shop Bathroom	Carstens Ace Hardware	10.33
126653	289801	2/27/2026	MSB/Offices	Carstens Ace Hardware	8.99

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
126653	288795	2/27/2026		Dog Waste Container	Carstens Hardware	7.16
126653	288684	2/27/2026		Barricades	Carstens Hardware	28.40
126653	289820	2/27/2026		MSB Building Maint.	Carstens Hardware	23.38
126653	289219	2/27/2026		Tree Crew	Carstens Hardware	17.99
126653	289148	2/27/2026		Street Sweeper	Carstens Hardware	6.45
126653	288664	2/27/2026		Shop Door	Carstens Hardware	30.28
126653	288957	2/27/2026		Library/Shop	Carstens Hardware	13.47
126653	288661	2/27/2026		Library	Carstens Hardware	12.22
126653	289470	2/27/2026		MSB/Building Maintenance	Carstens Hardware	10.77
126653	289655	2/27/2026		SPaR Building Maint.	Carstens Hardware	8.07
126653	288653	2/27/2026		Street/Library	Carstens Hardware	8.07
126653	288689	2/27/2026		Signs	Carstens Hardware	5.02
126653	288971	2/27/2026		Library/Canoe	Carstens Hardware	3.64
126654	022426	2/27/2026		Department Uniform Reimbursement	Cash Vosters	184.10
126655	4259939484	2/27/2026		Mats	Cintas Corp.	143.55
126655	4259102480	2/27/2026		Mats	Cintas Corp.	65.46
126655	4260723796	2/27/2026		Mats	Cintas Corp.	33.45
126655	4259939455	2/27/2026		Mats	Cintas Corp.	109.65
126655	4258354879	2/27/2026		Mats	Cintas Corp.	109.65
126655	4258354952	2/27/2026		Mats	Cintas Corp.	143.55
126655	4258354877	2/27/2026		Mats	Cintas Corp.	75.91
126655	4259939357	2/27/2026		Mats	Cintas Corp.	75.91
126656	19427	2/27/2026		Weights & Measures - February	City Of Appleton	1,006.00
126657	022426	2/27/2026		Department Uniform Reimbursement	Cody Foss	464.00
126658	1000 Islands Endowment Fund 021826	2/27/2026		1000 Islands Endowment Fund - Memorial Donation for Vicki Kerry	C o m m u n i t y Foundation for Fox Valley Region	26.40
126658	1000 Islands Endowment Fund 021026	2/27/2026		1000 Islands Endowment Fund - Memorial Donation for Vicki Kerry	C o m m u n i t y Foundation for Fox Valley Region	26.40
126659	022426	2/27/2026		Department Uniform Reimbursement	Emily Seifert	285.61
126660	56955	2/27/2026		Custodial Supplies	Fox Specialty Company LLC	396.44
126660	56978	2/27/2026		Custodial Supplies	Fox Specialty Company LLC	32.50
126661	1345	2/27/2026		FVTC Public Safety Job Fair Registration	Fox Valley Technical College	100.00
126662	CS9270	2/27/2026		Refund for Overpayment - Citations BI608498-2 & BK920277-1	Gabriel Amador-Mejia	12.60
126663	6483K	2/27/2026		Engineering Truck #14	Gustman Chevrolet Buick GMC	47,578.50

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
126664	94329625	2/27/2026		Books	Ingram	19.74
126664	94291985	2/27/2026		Books	Ingram	90.27
126664	94291986	2/27/2026		Books	Ingram	31.98
126664	94291982	2/27/2026		Books	Ingram	5.87
126664	94329626	2/27/2026		Books	Ingram	12.67
126664	94291993	2/27/2026		Books	Ingram	19.20
126664	94291990	2/27/2026		Books	Ingram	10.05
126664	94291988	2/27/2026		Books	Ingram	10.44
126664	94291989	2/27/2026		Books	Ingram	14.44
126664	94291981	2/27/2026		Books	Ingram	33.84
126664	94291987	2/27/2026		Books	Ingram	37.89
126664	94291992	2/27/2026		Books	Ingram	14.00
126664	94291983	2/27/2026		Books	Ingram	18.04
126664	94291979	2/27/2026		Books	Ingram	15.74
126664	94291991	2/27/2026		Books	Ingram	11.52
126664	94291984	2/27/2026		Books	Ingram	11.08
126664	94291980	2/27/2026		Books	Ingram	18.07
126665	133033	2/27/2026		100 Business Cards - 1000 Islands, 300 Business Cards - FD	Insta Print Plus, Inc.	149.14
126666	IN336517	2/27/2026		Warning Light - Red LED #2191	Jefferson Fire & Safety, Inc.	709.54
126667	022426	2/27/2026		Department Uniform Reimbursement	Jeremy Uitenbroek	100.00
126668	MIGB00005023	2/27/2026		New Equipment/Grader	John Fabick Tractor Company	398,900.00
126669	14385553P	2/27/2026		Refuse #228	JX Enterprises, Inc.	324.97
126669	14385353P	2/27/2026		Refuse #224	JX Enterprises, Inc.	246.32
126670	IN275130	2/27/2026		Duty Gear	Kiesler Police Supply	1,016.65
126671	INV420503	2/27/2026		PhisER KnowBe4 Add-On	KnowBe4	729.00
126672	INV-KA-481372	2/27/2026		Knox Cloud	Knox Company	721.00
126672	INV-KA-483119	2/27/2026		Lock Box	Knox Company	1,135.00
126673	291004	2/27/2026		Hedge Trimmer Blades	Little Chute Ace Hardware	19.98
126674	67271	2/27/2026		Security Deposit Refund	Lynn Hietpas	200.00
126675	41292203	2/27/2026		Copier, Late Fee	Marco	90.46
126676	022426	2/27/2026		Department Uniform Reimbursement	Nick Ziegler	90.46
126677	3390	2/27/2026		Loader #21 (Plow Parts)	North East Wisconsin Welding LLC	3,300.00
126678	199358	2/27/2026		Fit Test	Oshkosh Fire & Police Equipment	875.00
126679	2026	2/27/2026		Outagamie County Fire Investigation Unit Dues	Outagamie County Fire Investigation Unit	25.00
126680	R104028256:01	2/27/2026		Refuse #225	Quality Truck Care Center	3,664.67
126681	99293	2/27/2026		Street Signs	Rent-A-Flash of Wisconsin, Inc	1,758.00
126682	9235499	2/27/2026		Parks UTV #118	Riesterer & Schnell Inc	25.10
126683	305370	2/27/2026		Sign Shop	S.I. Metals and Supply	285.00
126684	022426	2/27/2026		Department Uniform Reimbursement	Samuel Hebert	97.04
126685	021626	2/27/2026		Mileage 2/10 & 2/20/26	Sarah Wroblewski	261.29

Check #	Bills Paid	Date	Class	Line Description	Addressee	A m o u n t Paid
126686	499474	2/27/2026		Quiet Zone Permitting	Short Elliott Hendrickson, Inc	359.17
126687	89409	2/27/2026		Grease Trap Cleaning	Speedy Clean Drain & Sewer	195.00
126688	022626	2/27/2026		50% Deposit for June 20, 2026	The Astronomers	2,000.00
126689	6160431207	2/27/2026		Coverall/Mat Service	VESTIS	95.28
126690	2934 Michaela D. Garrison	2/27/2026		Micheala D. Garrison Citation to SDC	WI Department of Revenue - Agency Collections	124.00
<b>Total</b>						<b>1,319,564.02</b>



# MEMO

## PLANNING AND COMMUNITY DEVELOPMENT

To: Common Council  
From: Adrienne Nelson, Associate Planner  
Date: March 4, 2026  
Re: 12.17 Chicken Keeping Permit Discussion

Per the request received from Alder Eggleston, staff has looked into the following related to section [12.17](#) of the Municipal Code regarding chicken keeping: the number of chickens currently allowed within the City of Kaukauna, how that number is determined, and what number of chickens would be appropriate.

### **Background**

Chicken keeping was first approved in the City of Kaukauna by the Common Council back in 2017. Initially, four chickens were allowed per property, and the number of permits allowing for chicken keeping was capped at ten. At that time, the intention was to limit the quantity of chickens due to noise and health concerns.

In 2021, the number of chickens allowed per property increased to six at the request of a resident who argued the following: that increasing the number of chickens from four to six would allow for more egg layers at a given time, that chickens are flock orientated and that larger flocks thrive and produce more eggs, and that typical coop and run sizes are created for at least six chickens.

Most recently, in 2025, the cap of ten chicken permits was removed to allow any resident who met the requirement as laid out in section 12.17 to obtain a chicken permit. Despite the removal of the cap on the number of permits distributed, only sixteen residents currently hold chicken keeping permits.

**Comparison**

<b>Municipality</b>	<b># of Chickens Allowed per Property</b>
<b>City of Kaukauna</b>	<b>6</b>
City of Appleton	6
City of De Pere	4
City of Green Bay	5
City of Menasha	6
City of Neenah	4
City of Oshkosh	6
Village of Fox Crossing	4
Village of Greenville	4
Village of Harrison	6
Village of Hortonville	4
Village of Kimberly	6
Village of Little Chute	6
Village of Wrightstown	4
Town of Buchanan	8
Town of Grand Chute	6
Town of Holland	10
Town of Wrightstown	4
<b>Average (rounded):</b>	<b>6</b>

**Staff Recommendation:**

Staff are recommending discussion and requesting direction on whether to proceed with additional research or not.





# MEMO

## Fire Department

To: Finance and Personnel Committee  
 From: Fire Chief Jacob Carrel  
 Date: March 16<sup>th</sup>, 2026  
 Re: Purchase of Fire Engine utilizing Sourcewell Cooperative Purchasing

### **Background information:**

The Fire Department requests approval to purchase a new fire engine through the Sourcewell cooperative purchasing program. The apparatus will be manufactured by Pierce Manufacturing of Appleton, Wisconsin, and will replace our 2003 Pierce fire engine. Upon delivery of the new engine, our current 2014 Seagrave fire engine would then be moved to our backup engine for the next 10-15 years.

### **Authority Under Wisconsin Law**

Several Wisconsin statutes address cooperative purchasing by municipalities. Wis. Stat. §16.73 authorizes cooperative purchasing for equipment and permanent personal property, and specifically directs the state to facilitate large equipment purchases for municipalities. Wis. Stat. §66.0301 provides authority for intergovernmental cooperation, and Wis. Stat. §66.0303(2) extends that authority to contracts with governmental entities in other states.

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government under the Minnesota Constitution. It is a public corporation governed by elected officials. Sourcewell's documentation identifies the organization as a governmental entity, and its cooperative purchasing contracts are made available through intergovernmental cooperation under Minnesota law.

### **City Purchasing Policy Compliance**

Section 4-106 of the City's Purchasing Policy recognizes cooperative purchasing as a valid procurement method, stating that cooperative contracts "have already gone through the competitive bidding process" and no additional bidding is required. For cooperative purchases exceeding \$25,000, the section requires the department to submit documentation demonstrating "best value" to the approving committee. That documentation follows below. Because the purchase exceeds \$25,000, Common Council approval is also required under Section 2-101.

### **Best-Value Documentation**

Pursuant to Section 4-106, the following demonstrates that the Sourcewell contract provides the best value to the City for this purchase.

- **Competitively Awarded Contract.** Sourcewell awards contracts through a publicly advertised, nationally competitive solicitation process evaluated on pricing, product quality, vendor capability, and service capacity. This process leverages the purchasing volume of thousands of member agencies, producing pricing a single municipality would be unlikely to achieve on its own.
- **Administrative and Fiscal Efficiency.** The alternative, an independent sealed bid process under Section 3-101(3), would require weeks of specification development, public advertising, and formal evaluation for a specialized product with a limited pool of manufacturers. Given the limited manufacturer pool, this process is unlikely to produce better pricing and would likely extend past a manufacturer price increase expected to take effect May 1, 2026. The cooperative purchasing framework exists under both state law and City policy to avoid this duplicative burden when a competitive process has already been completed.
- **Delivery Timeline.** Fire engine delivery timelines currently extend to 48 months or more through standard procurement. The specifications for this purchase are compatible with Pierce's "Build My Pierce" program, reducing delivery to approximately 28–32 months—potentially saving over a year of reliance on aging front-line apparatus.
- **Local Manufacturer.** Pierce is headquartered approximately nine miles from Kaukauna, providing advantages in service response, warranty support, and reduced transportation costs over the life of the apparatus. The Department recently took delivery of a Pierce ladder truck and has an established working relationship with the manufacturer. Pierce's local presence, technical resources, and performance record are consistent with the responsible-bidder criteria in Section 1-107 of the Purchasing Policy.
- **Fleet Commonality.** Maintaining Pierce as our primary front-line apparatus with our new ladder truck creates operational efficiencies in parts inventory, mechanic training, and maintenance procedures, reducing the total cost of ownership over the engine's service life.

### **Strategic Plan:**

#### Create a Community of Choice

This purchase directly advances the Strategic Plan objective to Create a Community of Choice, and specifically the tactic to maintain a safe and healthy community. The Strategic Plan recognizes that to be a community of choice, the City must maintain current response times and service levels amid a growing community. Replacing a 23-year-old fire engine with a modern apparatus ensures the Fire Department can continue to deliver reliable emergency response as Kaukauna grows. A proactive replacement schedule helps control long-term

maintenance costs and avoids reliance on aging equipment that becomes increasingly vulnerable to unexpected and untimely downtime.

#### People Management Plan

Investing in modern apparatus also advances the Strategic Plan's objective of creating a People Management Plan by providing tools and resources to attract and retain qualified firefighters. Reliable equipment improves firefighter safety and department morale, strengthens the City's ability to compete for personnel in today's labor market, and ultimately enhances our level of service to our community.

#### **Budget:**

The budgeted cost for this fire engine is \$1,250,000, included in the City's approved Capital Budget and funded through borrowing. The fire department anticipates the final price will fall within the budgeted amount.

Upon delivery, our existing 2003 Pierce fire engine will be sold at public auction, pursuant to Section 3-103 of the Purchasing Policy, with proceeds applied to offset the acquisition cost.

#### **Staff Recommended Action:**

Staff recommends forwarding this request to the Common Council with a recommendation to approve the purchase of a fire engine from Pierce Manufacturing through the Sourcewell Cooperative Purchasing Program at a cost not to exceed \$1,250,000, and to authorize the Fire Chief to execute the purchase agreement and related documents.



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
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Tucson  
Washington, D.C.

March 6, 2026

**VIA EMAIL**

Ashley Roehl, CPA  
Senior Accountant/Deputy Treasurer  
City of Kaukauna  
144 West Second Street  
Kaukauna, WI 54130-0890

Scope of Engagement Re: Proposed Issuance of \$10,000,000 City of Kaukauna (the "City") General Obligation Promissory Notes, Series 2026A (the "Securities")

Dear Ashley:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

QB100409424.1

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

#### Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Huntington Securities, Inc. dba Huntington Capital Markets, Waukesha, Wisconsin ("HSI"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with HSI, for its files.

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide HSI with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$25,440 for our services as bond counsel, and \$19,080 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

### Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ashley Roehl, CPA  
March 6, 2026  
Page 7

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Jacob P. Lichter

BK/JPL/SMW/bea  
#520005.00129  
#520005.00131

cc: Kayla Nessmann (via email)  
Debra Opgenorth (via email)  
Jeff Belongia (via email)  
Bridgette Keating (via email)  
Alex Gore (via email)  
Elisabeth Platt (via email)  
Peggy Hintz (via email)  
Sue Weber (via email)

Accepted and Approved:

CITY OF KAUKAUNA

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

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

## RESOLUTION NO. 2026-5502

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
OF \$10,000,000 GENERAL OBLIGATION PROMISSORY  
NOTES, SERIES 2026A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of 2026 and 2027 capital projects (the "Project");

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

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

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such general obligation promissory notes (the "Notes") to Huntington Securities, Inc. dba Huntington Capital Markets (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of TEN MILLION DOLLARS (\$10,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of \$10,000,000; shall be dated April 1, 2026; 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 September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027. 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 B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on September 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on September 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 City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes 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 City shall direct.]

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

Section 5. Tax Provisions.

1. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2037 for the payments due in the years 2027 through 2038 in the amounts set forth on the Schedule.
2. Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.
3. Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

## Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 9. Compliance with Federal Tax Laws.

1. The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.
2. The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

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

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City 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 City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

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

Section 15. Official Statement. The Common Council 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 City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 17, 2026.

\_\_\_\_\_  
Anthony J. Penterman  
Mayor

ATTEST:

\_\_\_\_\_  
Kayla Nessmann  
City Clerk

(SEAL)

EXHIBIT A

Proposal

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

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on September 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 September 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on September 1, \_\_\_\_

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

For the Term Bonds Maturing on September 1, \_\_\_\_

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

For the Term Bonds Maturing on September 1, \_\_\_\_

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

For the Term Bonds Maturing on September 1, \_\_\_\_

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

EXHIBIT C

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA		DOLLARS
	STATE OF WISCONSIN		
	OUTAGAMIE AND CALUMET COUNTIES		
NO. R-____	CITY OF KAUKAUNA		\$_____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A		
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
September 1, _____	April 1, 2026	____%	_____
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.			
PRINCIPAL AMOUNT:	_____ THOUSAND DOLLARS		
	(\$_____)		

FOR VALUE RECEIVED, the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027 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 (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of 2026 and 2027 capital projects, as authorized by a resolution adopted on March 17, 2026. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on September 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 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 City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution 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 City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

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

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

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

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

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

CITY OF KAUKAUNA  
OUTAGAMIE AND CALUMET COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Anthony J. Penterman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Kayla Nessmann  
City Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

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)



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

March 6, 2026

**VIA EMAIL**

Ashley Roehl, CPA  
Senior Accountant/Deputy Treasurer  
City of Kaukauna  
144 West Second Street  
Kaukauna, WI 54130-0890

Scope of Engagement Re: Proposed Issuance of \$2,300,000 City of Kaukauna (the "City") Storm Water System Revenue Bond Anticipation Notes, Series 2026B (the "Securities")

Dear Ashley:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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Ashley Roehl, CPA  
March 6, 2026  
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Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;
- 2) the Securities are valid and binding obligations of the City according to their terms; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

#### Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Huntington Securities, Inc. dba Huntington Capital Markets, Waukesha, Wisconsin ("HSI"). We may also maintain the materials provided

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to us or confirmed for us by the City in our files, and we expect to share certain of those materials with HSI, for its files.

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide HSI with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

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March 6, 2026  
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Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or

Ashley Roehl, CPA  
March 6, 2026  
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our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$19,440 for our services as bond counsel, and \$14,580 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Ashley Roehl, CPA  
March 6, 2026  
Page 6

### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

### Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ashley Roehl, CPA  
March 6, 2026  
Page 7

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Jacob P. Lichter

BK/JPL/SMW/bea  
#520005.00130  
#520005.00132

cc: Kayla Nessmann (via email)  
Debra Opgenorth (via email)  
Jeff Belongia (via email)  
Bridgette Keating (via email)  
Alex Gore (via email)  
Elisabeth Platt (via email)  
Peggy Hintz (via email)  
Sue Weber (via email)

Accepted and Approved:

CITY OF KAUKAUNA

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

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

RESOLUTION NO. 2026-5503

RESOLUTION AUTHORIZING THE ISSUANCE  
AND SALE OF \$2,300,000  
STORM WATER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2026B

WHEREAS, the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin (the "City") owns and operates a storm water system (the "System") which is operated for a public purpose as a public utility by the City;

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes (the "Act"), any municipality in the State of Wisconsin may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, controlling, conducting, operating or managing a public utility such as the System from the proceeds of bonds, which bonds are to be payable only from all monies received from any source by such utility (the "Revenues");

WHEREAS, the City has heretofore issued and has outstanding its (a) Storm Water System Revenue Bonds, Series 2016C, dated November 1, 2016 (the "2016 Bonds") pursuant to a resolution adopted on October 18, 2016 (the "2016 Resolution") and (b) Storm Water System Revenue Bonds, Series 2022C, dated June 3, 2022 (the "2022 Bonds") pursuant to a resolution adopted on May 17, 2022 (the "2022 Resolution") (hereinafter, the 2016 Bonds and the 2022 Bonds shall be referred to collectively as the "Senior Bonds" and the 2016 Resolution and 2022 Resolution shall be referred to collectively as the "Senior Resolutions");

WHEREAS, to adequately meet the needs of the City and the residents thereof, certain improvements, additions and extensions to and acquisitions for the System (collectively, the "Project") are necessary;

WHEREAS, for the purpose of paying the cost of the Project, including paying interest and legal, financing and other professional fees, the City intends by subsequent resolution (the "Bond Resolution") of the Common Council to authorize the issuance and sale of storm water system revenue bonds pursuant to the provisions of the Act (the "Bonds"), payable solely from Revenues of the System deposited in the Special Redemption Fund established under the 2016 Resolution and continued by the 2022 Resolution;

WHEREAS, the Bonds have not yet been issued or sold and will be issued and sold only after completion of the Project;

WHEREAS, municipalities are authorized by the provisions of Section 66.0621(4)(L), Wisconsin Statutes, to issue revenue bond anticipation notes in anticipation of receiving the proceeds from the issuance and sale of revenue bonds;

WHEREAS, contracts are to be let for the Project and the financial officer of the City has heretofore certified to the Common Council that proceeds of revenue bond anticipation notes shall be required for the payment of said contracts, as well as other costs including paying interest and legal, financing and other professional fees;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of storm water system revenue bond anticipation notes pursuant to Section 66.0621(4)(L), Wisconsin Statutes (the "Notes") in anticipation of the issuance and sale of the Bonds, to pay the cost of the Project;

WHEREAS, other than the Senior Bonds, no bonds or obligations payable from the Revenues of the System are now outstanding;

WHEREAS, the Notes are to be issued on a basis junior and subordinate to the Senior Bonds with respect to the Revenues of the System; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Notes to Huntington Securities, Inc. dba Huntington Capital Markets (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Storm Water System Revenue Bonds. The City hereby declares its intention and covenants to issue the Bonds pursuant to the provisions of the Act in an amount sufficient to retire the Notes and to pay the cost of interest and legal, financing and other professional fees in connection therewith. The Bonds will be authorized by the Bond Resolution.

Section 2. Authorization and Sale of the Notes. In anticipation of the sale of the Bonds, for the purpose of paying the cost of the Project including paying interest and legal, financing and other professional fees in connection therewith, there shall be borrowed pursuant to Section 66.0621(4)(L), Wisconsin Statutes, the principal sum of TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Notes. The Notes shall be designated "Storm Water System Revenue Bond Anticipation Notes, Series 2026B"; shall be issued in the aggregate principal amount of \$2,300,000; shall be dated April 1, 2026; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be initially numbered R-1; shall bear interest at the rate as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule") and shall mature on September 1, 2030. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2029 or on any date thereafter. The Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. 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 C and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City nor a charge against its general credit or taxing power. No lien is created upon the System or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due; (b) proceeds to be derived from the issuance and sale of the Bonds, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Notes; and, (c) Revenues which have been deposited in the Special Redemption Fund referenced below, on a basis junior and subordinate to the Senior Bonds and any bonds issued on a parity with the Senior Bonds (the "Additional Senior Bonds").

As authorized and permitted by Section 66.0621(4)(L)6, Wisconsin Statutes, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that any such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the Revenues of the System, and to secure the payment of the principal of and interest on, first, the Senior Bonds and any Additional Senior Bonds and, second, the Notes, certain funds of the System which have been heretofore created and established by the 2016 Resolution and continued by the 2022 Resolution, shall be continued and used solely for the purposes set forth in the Senior Resolutions. The City shall apply Revenues of the System to the respective funds and accounts described in the Senior Resolutions. Such funds include the Storm Water System Revenue Fund, the Storm Water System Operation and Maintenance Fund, the Storm Water System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), the Reserve Fund, the Storm Water System Depreciation Fund and the Surplus Fund, and Revenues of the System shall be deposited into the Special Redemption Fund for payment of principal and interest on the Notes (excluding principal and interest expected to be paid with proceeds of the Bonds) as if bonds had been issued rather than the Notes, provided, however, that such payments shall be junior and subordinate to the Senior Bonds and any Additional Senior Bonds.

Section 8. Service to the City. The reasonable cost and value of services rendered to the City by the System by furnishing services for public purposes, shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues (as defined in the Senior Resolutions) in such amounts sufficient to pay debt service on the Senior Bonds, any Additional Senior Bonds and the Notes (excluding principal and interest of the Notes expected to be paid with proceeds of the Bonds). However, such payment out of the tax levy shall be subject to (a) any necessary approval of the Public Service Commission, or successors to its function (b) annual appropriations therefor and (c) any applicable levy limitations; but neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or make any subsequent payment over and above such reasonable cost and value. Such compensation for such service rendered to the City shall, in the manner hereinabove provided, be paid into the funds described in the Senior Resolutions.

Section 9. Covenants of the City. The City hereby covenants with the owners of the Notes that:

1. It shall issue the Bonds as soon as practicable in an amount sufficient to retire the Notes;
2. It shall segregate the proceeds derived from the sale of the Bonds into a special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of the principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said special trust fund may be used for such other purposes as the Common Council may direct in accordance with law;
3. It shall keep all of the covenants and agreements required by it to be kept by the provisions of the Senior Resolutions;
4. It shall cause the Project to be constructed, extended, added to and improved as expeditiously as reasonably possible;
5. It shall pay into the funds created or continued by the Senior Resolutions the same amounts and at the same times as would have been required to be paid therein if the Bonds were issued in an equal principal amount instead of the Notes, and the funds in the Special Redemption Fund shall be held and be available for and are hereby pledged to the payment of principal of and interest on the Notes, on a basis junior and subordinate to the pledge thereof to the Senior Bonds and any Additional Senior Bonds, until the Notes shall have been paid in full; and
6. The Notes are issued for the purposes for which the City is authorized to issue revenue bonds and for which the Bonds shall be issued.

Section 10. Application of Proceeds; Improvement Fund. All accrued interest received from the sale of the Notes shall be deposited in the Special Redemption Fund. The remaining proceeds of the Notes shall be deposited in a special fund created hereby designated as "Storm Water System Improvement Fund." Said Improvement Fund shall be adequately secured and shall be used solely for the purpose of paying the cost of the Project and the cost of interest and legal, financing and other professional fees. Any balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Notes.

Section 11. No Arbitrage. All investments made pursuant to this Resolution shall be in investments permitted for municipalities under the provisions of the Wisconsin Statutes, 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 Internal Revenue Code of 1986, as amended (the "Code") or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 12. Compliance with Federal Tax Laws.

1. The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.
2. The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 13. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 14. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City 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 15. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 16. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not currently on file in the City Clerk's office.

Section 18. Official Statement. The Common Council 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 City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of proceeds of the Notes, 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 (other than the Senior Resolutions), rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In case of any conflict between the Senior Resolutions and this Resolution, the Senior Resolutions shall control as long as the respective Senior Bonds are outstanding. 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 March 17, 2026.

\_\_\_\_\_  
Anthony J. Penterman  
Mayor

Attest:

\_\_\_\_\_  
Kayla Nessmann  
City Clerk

(SEAL)

EXHIBIT A

Proposal

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

(See Attached)

DRAFT

EXHIBIT B

Debt Service Schedule

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

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA		DOLLARS
	STATE OF WISCONSIN		
	OUTAGAMIE AND CALUMET COUNTIES		
NO. R-1	CITY OF KAUKAUNA		\$ _____
	STORM WATER SYSTEM REVENUE		
	BOND ANTICIPATION NOTE, SERIES 2026B		
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
September 1, 2030	April 1, 2026	_____ %	_____
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.			
PRINCIPAL AMOUNT:	_____ DOLLARS (\$ _____)		

FOR VALUE RECEIVED, the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the Fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027 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 day 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 (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual 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.

This Note is one of an issue of Notes aggregating the principal amount of \$2,300,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 66.0621(4)(L), Wisconsin Statutes, for the purpose of paying the cost of additions, improvements and extensions to the Storm Water System (collectively, the "Project"), all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on March 17, 2026 (the "Resolution"). The Resolution is recorded in the official minutes of the Common Council for said date.

In the Resolution, the Common Council declared its intention and covenanted to issue Storm Water System Revenue Bonds (the "Bonds") for the purpose of refunding the Notes. The Notes are issued to anticipate the sale of the Bonds.

The Notes are payable only from:

- 1) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due;
- 2) proceeds to be derived from the issuance and sale of the Bonds, which proceeds have been declared by the City to constitute a special trust fund to be expended solely for the payment of the principal of and interest on the Notes; and
- 3) revenues of the City's Storm Water System which have been deposited in the Special Redemption Fund (as defined in the Resolution), on a basis junior and subordinate to the City's Senior Bonds (as defined in the Resolution) and any bonds issued on a parity with the Senior Bonds.

**THE NOTES DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. NO LIEN IS CREATED UPON THE STORM WATER SYSTEM OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the City, on September 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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 mailed as provided 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. The City has covenanted to issue and sell the Bonds, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Bonds into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, and thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

DRAFT

IN WITNESS WHEREOF, the City of Kaukauna, Outagamie and Calumet Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk all as of the original date of issue specified above.

CITY OF KAUKAUNA  
OUTAGAMIE AND CALUMET COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Anthony J. Penterman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Kayla Nessmann  
City 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 City of Kaukauna, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

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)