

**SITE ASSESSMENT GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF APPLETON**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Appleton (“Recipient”). Certain capitalized terms are defined in Section 1 of the Agreement.

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Site Assessment Grant Program (“SAG Funds”), as established by Wis. Stat. § 238.133;

**WHEREAS**, the Recipient is a Local Governmental Unit located in Wisconsin;

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of SAG Funds; and

**WHEREAS**, in reliance upon the Application, WEDC has approved the Recipient for up to One Hundred Fifty Thousand Dollars (\$150,000) in SAG Funds.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 22 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of SAG Funds.

(c) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(d) “Eligible Project Costs” means costs for which the SAG Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(e) “Eligible Site or Facility” means one or more contiguous industrial or commercial facilities or sites with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) “Ineligible Costs” means costs incurred prior to the Project Start Date; costs for acquisition or new construction; amounts due pursuant to lien claims of or fees to the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs, including PECFA; permits; performance and payment bonds; contingencies; developer fees; insurance premiums; zoning changing costs; marketing studies; supplies and the purchase of moveable equipment; decorative landscaping and fencing; parking lot paving and striping for non-environmental reasons; non-environmental post-construction clean-up costs; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; project administration fees including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means funding provided for the Project other than SAG Funds, including Matching Funds.

(h) “Local Governmental Unit” means a city, village, town, county, redevelopment authority created under Wis. Stat. § 66.1333, community development authority created under Wis. Stat. § 66.1333, housing authority or unit of tribal government.

(i) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of the SAG Funds under this Agreement. Eligible Matching Funds must be incurred between Project Start Date and the Project End Date. In order to receive the full amount of SAG Funds contemplated under this Agreement, Matching Funds must be at least Thirty Thousand Dollars (\$30,000) and may be cash or in-kind.

(j) “Petroleum Product” means, as defined in Wis. Stat. § 292.63(1)(f), gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Brownfield Site Assessment Grant Program in force as of the Effective Date.

(l) “Project” means the Recipient assisting in environmental evaluations to continue the redevelopment process for a commercial or industrial site in accordance with the Application and the terms of this Agreement. Specifically, assisting in the site investigation of the Project location.

(m) “Project End Date” means December 31, 2027, the date on which the Project will be complete, and the last day on which the Recipient may incur costs against SAG Funds and Matching Funds. The Project End Date may be an earlier date upon written consent from both parties.

(n) “Project Location” means the Eligible Site or Facility at which the Project will take place, specifically Parcel ID 315105600, 207 North Division Street, Appleton, Wisconsin.

(o) “Project Start Date” means November 20, 2025, the date on which the Project begins, and the Recipient may start incurring costs against SAG Funds and Matching Funds.

(p) “SAG Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Site Assessment Grant program in accordance with this Agreement.

(q) “Recipient” means City of Appleton.

(r) “Underground Hazardous Substance Storage Tank System” means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(s) “Underground Petroleum Product Storage Tank” means, as defined in Wis. Stat. § 292.63(1)(i), an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(t) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

**2. SAG Funds.** Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Fifty Thousand Dollars (\$150,000), in SAG Funds.

**3. Recipient’s Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use SAG Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

| USES        |                                  | SOURCES   |               | TOTAL     |
|-------------|----------------------------------|-----------|---------------|-----------|
| Budget Code | Eligible Project Costs           | SAG Funds | Private Funds |           |
| 0231        | Environmental Site Investigation | \$150,000 | \$40,000      | \$190,000 |

(i) Eligible Project Costs to be applied to SAG Funds for environmental site investigation include specifically geophysical survey, site investigation, field work of soil and groundwater, and reporting.

(ii) Eligible Project Costs to be applied to Matching Funds for environmental site investigation include specifically geophysical survey, site investigation, field work of soil and groundwater, and reporting.

(c) Not use SAG Funds or Matching Funds for Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources sufficient to achieve the match requirement of the SAG Funds under this Agreement. Matching Funds must equal at least Thirty Thousand Dollars (\$30,000) in order for the Recipient to obtain the full amount of SAG Funds.

(e) Provide acknowledgment of WEDC’s participation in the Project in any signage at the Project Location, and any planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

**4. Release of Funds.** WEDC will release the SAG Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the SAG Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the SAG Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same);
- (v) Project Location

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all SAG Funds no later than February 29, 2028.

**5. Reporting.** The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(c) below, in such form as required by WEDC. The report must include information required by WEDC to determine Project performance which must include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving Project goals, including the following Project-specific metrics:

| Metric                                            | Goal*     |
|---------------------------------------------------|-----------|
| Site Work - Investigation                         | \$190,000 |
| Plans Completed (NR716 Site Investigation Report) | 1         |
| Leverage – Total                                  | \$40,000  |

\*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(c) Schedule of Reporting\*:

| PERIOD COVERED                       | DOCUMENTATION            | DUE DATE            |
|--------------------------------------|--------------------------|---------------------|
| See Section 6 Below                  | Schedule of Expenditures | See Section 6 Below |
| November 20, 2025- December 31, 2026 | Performance Report       | March 1, 2027       |
| November 20, 2025- December 31, 2027 | Performance Report       | March 1, 2028       |

\*The Schedule of Reporting is subject to change, at WEDC's sole discretion to reflect Project End Date changes pursuant to Section 1(m).

(d) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**6. Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

**7. Event of Default.** The occurrence of any one or more of the following events constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

## **8. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC must terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds released to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the SAG Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice withhold the remaining disbursements of the SAG Funds.

**9. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under this Agreement:

(a) The Recipient is a Local Unit of Government as defined in Wis. Stat. § 238.133(1)(b).

(b) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(d) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(e) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(g) The Recipient has or will acquire before commencing any work for which they are required, all necessary permits, licenses certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(h) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(i) The Recipient and the undersigned officer thereof have all necessary or requisite power and authority to execute and deliver this Agreement.

(j) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(k) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(l) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(m) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and survive the execution thereof.

(n) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

**10. Wisconsin Public Records Law.** The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-39, and any successor statutes and regulations.

## **11. Additional Requirements.**

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after March 1, 2028.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(e) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(f) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal

(“Portal”). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication (“Document”) physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

**12. Notice.** Notice under this Agreement must be in writing and delivered by email. Notice will be considered received when sent. If a party sending a notice via email receives a machine-generated message that delivery has failed, the sender must mail a hard copy of the notice by a nationally recognized courier service (ex. FedEx, UPS, USPS, etc.) with end-to-end tracking and all fees prepaid, or by regular first-class mail, postage prepaid. Mailed notices will be considered received as of the date the notice was delivered via the tracking receipt, if available, or Five (5) business days from the date the notice was mailed, whichever date is earlier. Notices must be mailed or emailed to the following address and/or regularly monitored email address:

**To Recipient:**

City of Appleton  
100 N. Appleton St.  
Appleton, WI 54911  
Attn: Chris Behrens  
Email: chris.behrens@appleton.org

**To WEDC:**

Wisconsin Economic Development Corporation  
2352 South Park Street, Suite 303  
Madison, WI 53713  
Attn: Site Assessment Grant Program  
Contract # SAG FY26-54689  
Email: legal@wedc.org

Any changes to the addresses and/or email addresses above must be sent in writing to the other party.

**13. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**14. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.**

**15. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorneys' fees and other amounts owed hereunder, must be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**16. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

**17. Limitation of Liability.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

**18. Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement must be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

**19. WEDC is Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

**20. Captions.** The captions in this Agreement are for convenience of reference only and do not define or limit any of the terms and conditions set forth herein.

**21. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement operates as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**22. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC.

This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this Agreement.

*[Signature Page Follows]*

DRAFT

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: DRAFT ONLY – NOT FOR EXECUTION  
John W. Miller,  
Secretary and CEO

\_\_\_\_\_ Date

**CITY OF APPLETON**

By: DRAFT ONLY – NOT FOR EXECUTION  
Jake Woodford,  
Mayor

\_\_\_\_\_ Date

# EXHIBIT A REQUEST FOR WEDC PAYMENT

|                                                    |                                    |      |                             |
|----------------------------------------------------|------------------------------------|------|-----------------------------|
| Award Number: SAG FY26-54689                       |                                    | Rep: | Recipient: City of Appleton |
| FEIN #                                             | Bill.com Payment Network ID (PNI): |      | Request Number:             |
| Program: Site Assessment Grant                     |                                    |      | Award Type: Grant           |
| Funding Period Covered by this Request<br>From: To |                                    |      |                             |

## PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

| Budget Code   | Description Line Item            | WEDC Funding This Period | + | Matching Funding This Period | = | Total This Period |
|---------------|----------------------------------|--------------------------|---|------------------------------|---|-------------------|
| 0231          | Environmental Site Investigation |                          |   |                              |   |                   |
|               |                                  |                          |   |                              |   |                   |
| <b>TOTAL:</b> |                                  |                          |   |                              |   |                   |

☐ Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

### PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. \_\_\_\_\_
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested. \_\_\_\_\_
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the SAG Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same); Project Location.
  - Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above \$30,000 or SAG Funds above \$150,000.
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. \_\_\_\_\_
- The Recipient must request all SAG Funds no later than February 29, 2028. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
Authorized Recipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Division VP or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Servicing

\_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Controller or Finance Department

\_\_\_\_\_  
Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:  
disbursements@wedc.org. The hard copy may be required to be sent upon request.

DRAFT