

\*\* AGENDA \*\*  
\* \* OUTAGAMIE COUNTY BOARD \* \*

Office of the County Clerk, May 13, 2025.

The Board meets pursuant to adjournment, and is called to order by Chairperson Gabrielson at 7:00 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

1. ROLL CALL of the Board of Supervisors. Board Chairperson requests the Board's confirmation regarding excused members.
2. PLEDGE OF ALLEGIANCE - Offered by Chairperson Gabrielson.
3. MINUTES OF THE APRIL 15, 2025 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
  - A. Thomas Nelson, County Executive, and Dustin Mack, PhD, History Museum at the Castle Executive Director, will give a presentation on the University of Wisconsin Oshkosh Fox Cities Campus Sale Proposal and the Transition Plan to Merge the Weis Earth Science Museum into the History Museum
5. ESTABLISH ORDER OF THE DAY
6. COMMUNICATIONS
7. PUBLIC PARTICIPATION – Pursuant to Chapter 2, Section 2-49 Rule 6 – Appearance of Non-Board Members, of the Outagamie County Code of Ordinances, “Public participation is limited to Outagamie County residents, employees and owners of businesses in Outagamie County, Outagamie County employees, or Outagamie County property taxpayers. Participation is limited solely to only matters listed on the agenda and for a total of 15 minutes, which may be extended to 30 minutes at the discretion of the Chair. Individual speakers are limited to three minutes per speaker.”
8. APPOINTMENTS
  - A. County Executive Nelson nomination for appointment of Rachel Roth to the Greenway Implementation Committee; term expires April 30, 2027.
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will give an Administrative Update.
10. UNFINISHED BUSINESS
11. NEW BUSINESS
  - A. Resolution No. Z-4—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for Pamela and Nicholas Dallman for parcel 010012501, from the Exclusive Agriculture District to the General Agriculture District, in the Town of Black Creek, as noted on the attached review and map.

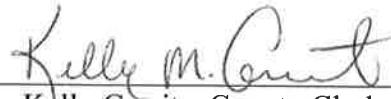
- B. Resolution No. 10—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve early termination of the 1970 Memorandum of Understanding with the University of Wisconsin Board of Regents given the closure of the University of Wisconsin Oshkosh Fox Cities Campus, and approve that the terms of the attached Agreement to Terminate the 1970 Memorandum of Agreement Between the Counties of Outagamie and Winnebago and the Board of Regents of the University of Wisconsin System, Mutual Release, and Settlement of Claims and Attachment A are appropriate including the consideration for ownership and interest to personal and intellectual property of the Weis Museum, Barlow Planetarium, Attic Community Theater, UW Child Care Center, and Community Gardens for Winnebago and Outagamie County.
- C. Resolution No. 11—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to enter into an agreement with Winnebago County for the purchase and sale of Parcel No. 760126200 (1478 Midway Road, Menasha, WI 54952) and Parcel No. 760167100 (1655 University Drive, Menasha, WI 54952), the property attached to it and its contents as depicted on the attached Purchase Agreement and Exhibit A, and approve the terms as noted on the resolution and included in the executed agreement attached.
- D. Resolution No. 12—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve donating the collection held at the Weis Earth Science Museum, previously owned by the University of Wisconsin Board of Regents, to the History Museum at the Castle, with said collection being used within the community and for a public purpose as detailed in the attached Agreement Between Outagamie County and the Outagamie County Historical Society.
- E. Resolution No. 13—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to recognize the significant value the Knowles-Nelson Stewardship Program has brought to Outagamie County through 83 projects totaling \$9,160,200 in investments that preserve and restore natural areas, wildlife habitat, and water quality while supporting the development of public nature-based outdoor recreation opportunities that promote economic development and enhance quality of life; and strongly support continued and expanded funding for this program to ensure the ongoing protection of Wisconsin's natural resources and the enhancement of outdoor recreational opportunities for all residents and visitors; and approve to urge the Wisconsin State Legislature and Governor to prioritize sustainable funding mechanisms for this program in recognition of its demonstrated return on investment for conservation, recreation, tourism, and quality of life throughout Wisconsin.
- F. Resolution No. 14—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the Agreement for Purchase and Sale of Fee Ownership (attached), for the real estate and all structures and other improvements located at W6280 Aerotech Drive, Greenville, from Convergys, LLC for \$3,395,000, and approve the line items by increasing the CFC Revenues Capital Outlay by \$3,395,000 and decreasing the Airport Terminal Fund Balance Applied by \$3,395,000, as noted on the attached fiscal note.
- G. Resolution No. 15—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve the Land Conservation Department to accept and expend a \$116,875 grant from the University of Wisconsin-Green Bay for engineering services to advance agricultural runoff treatment research to determine sustainable treatment systems and create design recommendations, and increase the following line items in the Land Conservation Grants cost center: Misc. Revenue by \$80,856, Salary by \$12,946, Fringe by \$5,076, Travel by \$2,100, Supplies by \$17,000 and Purchased Services by \$43,734, as noted on the attached fiscal note.

- H. Resolution No. 16—2025-26 – Health and Human Services Committee. Authorize and approve the Health and Human Services Public Health Department to apply for, accept and expend the Safe Kids Month Grant for \$500 to support the Safe Kids Fox Valley Community Car Seat event and the purchase of bike helmets to be distributed in the Tri-County area, and increase the Community Health Revenue and Expense – Safe Kids Fox Valley line items by \$500 each, as noted on the attached fiscal note.
- I. Resolution No. 17—2025-26 – Public Safety Committee. Approve the Outagamie County District Attorney’s Office to accept and expend a \$1,000 Victim/Witness Comfort Room grant, to paint interior office space for a more comforting experience for victims or witnesses, and authorize and approve of increasing the District Attorney Intergovernmental Revenues and Purchased Services line items by \$1,000 each, as noted on the attached fiscal note.
- J. Resolution No. 18—2025-26 – Legislative/Audit and Human Resources Committee. Approve Administrative Rule AR-2025-01 (attached) which implements procedures to comply with recent changes in Wisconsin State Law as they relate to judicial security for judges and court commissioners, and this rule will be on file in the manual entitled “Outagamie County Administrative Rules” in the County Clerk’s Office.
- K. Resolution No. 19—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the Parks Department to accept and expend an unsolicited donation from the estate of a past volunteer at Mosquito Hill Nature Center for \$48,000 and authorize the County Parks Director to create an account with Ameriprise Financial to facilitate the donation, applied to capital improvements at Mosquito Hill Nature Center (MHNC), and increase the line items for Mosquito Hill Contributions Donations and the MHNC Capital Outlay by \$48,000 each, as noted on the attached fiscal note.
- L. Resolution No. 20—2025-26 – Public Safety Committee. Approve to join the Wisconsin Clerks of Circuit Court Association and the Wisconsin Counties Association in their efforts to increase the Circuit Court Cost Appropriation by \$70 million payable to Wisconsin Counties in the 2025-2027 Wisconsin State Budget.
- M. Resolution No. 21—2025-26 – Finance Committee. Authorize and approve of all excess or deficiency of revenues over/under expenditures and unexpended appropriations of the various accounts reverting back to the County’s General Fund or from the General Fund as indicated in the attached fiscal note and summary pages, with the exception of those expenses, revenues or transfers, as noted on the resolution and attachments.
- N. Resolution No. 22—2025-26 – Finance Committee. Authorize and approve the line item transfer of \$185,500 from the Jail Fund, Fund Balance to the Capital Projects, Operating Transfer In to cover the purchase of a body scanner, as noted on the attached fiscal note.
- O. Resolution No. 23—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the attached Amendment to Lease Agreement with Milis Enterprise, LLC, and supporting documents, in order for Milis to have the right to construct a building at the Appleton International Airport, subject to all the terms and conditions of the Lease, which shall consist of hangars which may be sold as condominiums, with no budget adjustment needed.

P. Ordinance No. B—2025-26 – Highway, Recycling and Solid Waste Committee. Approve designating CTH G between the West Town line and the East Town line, CTH VV between Lawn Road and the East Town line, and CTH Y between CTH G and the North Town line, in the Town of Seymour, as ATV/UTV routes, as noted on the resolution and attachments.

Q. Ordinance No. C—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to amend Section 50-307, Spacing and frequency, of the Outagamie County Code of Ordinances, as noted on the Ordinance and attachments.

12. REPORTS



Kelly Gerrits  
Kelly Gerrits, County Clerk



Dan Gabrielson  
Dan Gabrielson, Board Chairperson

Accommodation Notice

Any person requiring special accommodations who wishes to attend this meeting should telephone (920) 832-5077 at least 24 hours in advance.

\* \* MINUTES \* \*  
\* \* OUTAGAMIE COUNTY BOARD \* \*

Office of the County Clerk, April 15, 2025.

The Board met for the ANNUAL REORGANIZATION MEETING, pursuant to Section 59.11 (1) (c), Wisconsin Statutes, and was called to order by Chairperson Gabrielson at 4:00 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

ROLL CALL: 28 present, 8 absent. Members present: Thompson, Johnson, Smith, Patience, Gabrielson, Kostelny, Hammen, Lawrence, Lamers, Ferguson, Wegand, Hermes, MacDonald, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Culbertson, Nejedlo, Clegg, Thyssen, VanderHeiden, Koury, and Lautenschlager. Members absent: Supervisors Krueger, McCabe, Schroeder, Janke, Weinberg, Monfils, Winterfeldt, and Rettler.

The Board Chairperson requested the Board's confirmation to excuse Supervisors Schroeder, Janke, Weinberg, Monfils, Winterfeldt, and Rettler. No objections; so ordered.

The Pledge of Allegiance was led by Chairperson Gabrielson.

**MINUTES OF THE MARCH 25, 2025 COUNTY BOARD MEETING**

Supervisor Lautenschlager moved, seconded by Supervisor Patience, to approve the minutes of the March 25, 2025 County Board meeting.

**ROLL CALL: 25 yes, 3 abstain (Johnson, Lamers, Ferguson), 8 absent. MINUTES OF THE MARCH 25, 2025 COUNTY BOARD MEETING ARE APPROVED.**

**SPECIAL ORDER OF BUSINESS**

Dan Gabrielson, County Board Chairperson reviewed the County Board of Supervisors procedures with the Resolution / Ordinance / Appointment Process. Specifics included:

Resolutions: Written position approved by the County Board to give permission to act on matters within the Board's jurisdiction, and are generally brought through a committee of jurisdictions, debated by membership, voted on and if approved, referred to the County Board for final approval.

Ordinances: County law and enforceable as such; follows similar procedure for resolutions, but can create a new county law or amend an existing county law. It must not be contrary to state or federal law, subject to rare exception. Ordinances require some additional steps, including public notification and formal publishing in the local newspaper of record.

Appointments: Nomination of a person to fill in a public role in an office or committee, subject to approval by a governing body. The County Executive appointments must be approved by the County Board, and the County Board Chair can make appointment nominations of County Board members, subject to a voice vote by the County Board. This generally follows same process as resolutions and ordinances.

Voting Considerations: Most resolutions are voted on by simple majority (1/2 + 1), but sometimes voting requires 2/3 majority (which is used for special amendments made to the budget, changes to table of organizations), or in rare instances, a 3/4 majority vote may be required.

The general majority used for the County Board is total of Members-Present, but there are some specific cases where Members-Elect may be needed (and Corporation Counsel helps determine which voting majority is needed).

If there is a tie conducted on a vote, the motion fails (on a municipal level, the mayor is the deciding vote, but since Chairperson is involved with the initial vote, he is not able to “break” a tie). An abstention is neither for nor against an item – the voter is not involved with the particular item being voted on.

As for vote determination, the County Board’s voting software calculates the majority vote (Clerk Gerrits provides the conditions when setting up the meeting, as determined by Corporation Counsel).

In reviewing the resolution approval process, there is a resolution request, where it is proposed by a committee of jurisdiction, and then gets approved and forwarded to the County Board to be reviewed/approved and put into effect.

With a resolution request, the request is brought up by proposal made to a committee of jurisdiction, where it is reviewed at a high level of proposal to determine a high level of solution. If the resolution is approved, then the committee will go back and actually fully draft the resolution. If the resolution is time-sensitive, the committee chair can preapprove when drafting the resolution. There are numerous individuals who help with scribing the resolution language to ensure proper wording, dates, dollar amounts are taken into consideration. Thereafter, after drafted, the resolution is then discussed in detail. During this time, the committee can make amendments, ask for more information to context/clarity, and if the committee votes on it for approval, then it will be forwarded to the County Board for final approval.

There are situations where a resolution may be reviewed through a number of committees, and a common example would be fiscal notes (where they are approved through the committee of jurisdiction, then the Finance Committee, then the County Board). There is also the option for a committee vote in support of an item.

Once presented to the County Board for final approval, the County Board can either approve, refer, or deny the resolution.

After approved on the County Board level, it can either wait to go into effect at the subsequent County Board meeting, or it may be reconsidered and locked in at the same meeting as presented, depending upon time and conditions for the resolution. Once in effect, the County Clerk, County Chairperson, and County Executive sign the final version of the resolution. Additionally, for resolutions with fiscal impact, those items must be formally published prior to the item going into effect.

The Reconsideration mechanism can be helpful when a resolution is time-critical, but having the non-urgency to not lock in all items at the initial meeting can be helpful when new information comes to light before the next meeting (where after the prior voted on resolutions would go into effect).

Chairperson Gabrielson also mentioned timing associated with the County Board meetings, as the schedule varies drastically throughout the year (only one meeting in April, June, July, and August, November has the Annual Budget meeting and the second meeting may be cancelled, and December’s second meeting of the month is likely cancelled). If urgent business is required, a special meeting can be called, but the requirements to schedule that is a complicated procedure (and streamlining this process would be helpful should this be needed for some time in the future).

Additional complications with timeline and approval of items include: collaborating and obtaining approval from joint committees of jurisdiction, referring item(s) back to committee, requesting/proposing amendments, dealing with various components with zoning [municipal committees, public hearings, comprehensive plan reviews/amendments, state laws, legal notices for public awareness], and the County Executive can also decide to veto an item. In the instance of overriding a veto made by the County Executive, the County Board will require a 2/3 majority vote of members-elect (24 votes).

Chairperson Gabrielson concluded the legislative process review with the need to ensure the process is consistent, transparent, public, timely, and flexible.

**APPOINTMENT OF PARLIAMENTARIAN –**

Supervisor MacDonald moved, seconded by Supervisor Hagen, to appoint Corporation Counsel Kyle Sargent as the Parliamentarian.

**ROLL CALL: 28 yes, 8 absent. CORPORATION COUNSEL KYLE SARGENT IS CONFIRMED AS PARLIAMENTARIAN.**

**DESIGNATION OF OFFICIAL COUNTY NEWSPAPER FOR LEGAL AND ELECTION NOTICES –**

Supervisor Thyssen moved, seconded by Supervisor Kostelny, to designate the Appleton Post Crescent as the official County newspaper.

**ROLL CALL: 27 yes, 1 no (Smith), 8 absent. THE POST CRESCENT IS CONFIRMED AS THE OFFICIAL COUNTY NEWSPAPER.**

**CHAIRPERSON'S APPOINTMENT OF COMMITTEE MEMBERS –**

Chairperson Gabrielson noted that no changes are being made to current assignments.

**ESTABLISH ORDER OF THE DAY –**

Chairperson Gabrielson reported the request to move some items to the front of New Business: Chairperson Gabrielson requested unanimous consent move Ordinance Nos. Z-4—2025-26 to the first position, Resolution No. 8—2025-26, to the second position, and Ordinance No. A—2025-26 to the third position under New Business. No objections; so ordered.

Additionally, Chairperson Gabrielson reported the requests to have Resolution Nos. Z-1, Z-2, and No. 9—2025-26 locked in at the meeting. No objections; so ordered.

Supervisor Hagen requested to lock-in Resolution No. 1—2025-26. Chairperson Gabrielson asked for unanimous consent to allow Resolution No. 1—2025-26 to be locked in at the meeting. No objections; so ordered.

Supervisor Spears requested to lock-in Resolution No. 5—2025-26. Chairperson Gabrielson asked for unanimous consent to allow Resolution No. 5—2025-26 to be locked in at the meeting. No objections; so ordered.

Chairperson Gabrielson asked for unanimous consent to handle all reconsiderations and lock ins at the end of the meeting, unless a Supervisor wished to take a particular item separately. No objections; so ordered.

COMMUNICATIONS –

Chairperson Gabrielson summarized the following communications:

- There are five (5) Supervisors who still need to complete the most recently issued cyber security training, which was sent out March 2025 titled *Core Concepts: SMiShing*.
- There are still two (2) Supervisors who still need to complete the January 2025 training titled *Using AI-Safely*. Please reach out to Legislative Services if assistance is required.
- Please take the time to periodically check designated Supervisor mailboxes; there is an overflow cubby for older documentation that should be sorted through as well.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays: Supervisor Cuff (4/26) and Supervisor Patience (5/5).

PUBLIC PARTICIPATION IS LIMITED TO ONLY MATTERS LISTED ON THE AGENDA AND FOR A TOTAL OF FIFTEEN MINUTES WHICH MAY BE EXTENDED TO 30 MINUTES AT THE DISCRETION OF THE CHAIR – None.

APPOINTMENTS – None.

REPORT BY THE COUNTY EXECUTIVE – County Executive Thomas Nelson provided an Administrative Update.

UNFINISHED BUSINESS – None.

NEW BUSINESS –

Ordinance No. Z-4—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Chad Reader and Chad Calmes, applicants on behalf of Glen and Cheryl Sprangers, owners, to rezone parcels 200021800, 200021801, 200021802, and 200021803 from AGD General Agriculture District to the IND Industrial District, in the Town of Vandenbroek, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Mitchell, for adoption.

ROLL CALL: 26 yes, 1 no (Ferguson), 1 abstain (Wegand), 8 absent. ORDINANCE NO. Z-4—2025-26 IS ADOPTED.

Resolution No. 8—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to allow the County Highway Department to perform paving and related work at Plamann Park; paving, earthwork and site prep items, and general pavement maintenance/upkeep at the Appleton International Airport; and other work for internal County departments in calendar year 2025 when deemed cost effective and beneficial to county operations without requesting bids on projects that will exceed \$25,000, with no budget adjustment needed, as noted on the resolution and fiscal note.

Supervisor Culbertson moved, seconded by Supervisor Lautenschlager, for adoption.

ROLL CALL: 28 yes, 8 absent. RESOLUTION NO. 8—2025-26 IS ADOPTED.

Ordinance No. A—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to amend Section 40-150, Park Regulations, pertaining to nonprofit groups and approved vendors, of the Outagamie County Code of Ordinances, as noted on the resolution.

Supervisor Culbertson moved, seconded by Supervisor Klemp, for adoption.

Supervisor Wegand left the meeting at 4:39 p.m.

ROLL CALL: 26 yes, 1 no (Johnson), 9 absent. ORDINANCE NO. A—2025-26 IS ADOPTED.

Resolution No. Z-1—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for Jeffrey & Cathy Hofkens Rev Liv Trust, for parcel 010020301, from the AED Exclusive Agriculture District to the AGD General Agriculture District in the Town of Black Creek, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 27 yes, 9 absent. RESOLUTION NO. Z-1—2025-26 IS ADOPTED.

Resolution No. Z-2—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for the Town of Grand Chute for parcels 101062501, 101062503, and 101062507 from the AGD General Agriculture District and R-2 Two Family Residential District to the RSF Single Family District, in the Town of Grand Chute, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Thiede, for adoption.

ROLL CALL: 27 yes, 9 absent. RESOLUTION NO. Z-2—2025-26 IS ADOPTED.

Resolution No. Z-3—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the Town of Grand Chute rezone request for parcels 101032900, 101032901, 101033002, 101033004, and 101033005 from the AGD General Agriculture District and CP Planned Commercial District to the PDD Planned Development District, in the Town of Grand Chute, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 27 yes, 9 absent. RESOLUTION NO. Z-3—2025-26 IS ADOPTED.

Supervisor Croatt left the meeting at 4:45 p.m.

Ordinance No. Z-1—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Carow Land Surveying, applicant on behalf of DEB & BOB LLC, owner, to rezone parcels 060040318 and 060040506 from the General Agriculture District to the Single Family Residential District, in the Town of Dale, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 26 yes, 10 absent. ORDINANCE NO. Z-1—2025-26 IS ADOPTED.

Ordinance No. Z-2—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Carow Land Surveying, applicant on behalf of Paul Marks, owner, to rezone a portion of tax parcel 050023100 from the Exclusive Agriculture District to the General Agriculture District, in the Town of Cicero, as depicted on the attached review and map.

Supervisor Kostelny moved, seconded by Supervisor VanderHeiden, for adoption.

ROLL CALL: 26 yes, 10 absent. ORDINANCE NO. Z-2—2025-26 IS ADOPTED.

Ordinance No. Z-3—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Carow Land Surveying, applicant on behalf of Dylan Peeters, owner, to rezone portions of parcels 070026300 and 070026400 from the Exclusive Agriculture District to the General Agriculture District, in the Town of Deer Creek, as depicted on the attached review and map.

Supervisor Kostelny moved, seconded by Supervisor Mitchell, for adoption.

ROLL CALL: 26 yes, 10 absent. ORDINANCE NO. Z-3—2025-26 IS ADOPTED.

Resolution No. 1—2025-26 – Highway, Recycling and Solid Waste Committee. Approve the Administrative Rule AR-2025-01 (attached), replacing Administrative Rule AR-2010-02, defining the criteria for County and local cost sharing on County Trunk Highway improvement projects for the Highway Department, effective April 16, 2025, and will be on file in a manual entitled “Outagamie County Administrative Rules” in the County Clerk’s office.

Supervisor Hagen moved, seconded by Supervisor Nejedlo, for adoption.

ROLL CALL: 25 yes, 1 no (VanderHeiden), 10 absent. RESOLUTION NO. 1—2025-26 IS ADOPTED.

Resolution No. 2—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the Third Addendum to Airline Operating Agreement between the Appleton International Airport and Allegiant Air LLC, to change the location of a portion of their exclusive use space, reduce the monthly square footage to 490 square feet, and reduce the monthly rent to \$2,168.66 applied retroactively to November 5, 2024, with no budget adjustment needed, as the revenue is included in the 2025 budget, as noted on the resolution and attachments.

Supervisor Culbertson moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 26 yes, 10 absent. RESOLUTION NO. 2—2025-26 IS ADOPTED.

Resolution No. 3—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the attached Lease between Outagamie County and L3Harris Technologies, Inc. for the Automatic Dependent Surveillance-Broadcast Radio Station Site for five years beginning October 1, 2025, and terminating September 30, 2030, and approve the Airport line items by increasing the Operations Area Miscellaneous Revenue by \$1,380 and decreasing the Terminal Fund Balance Applied by \$1,380, as noted on the attached fiscal note.

Supervisor Culbertson moved, seconded by Supervisor Hermes, for adoption.

ROLL CALL: 26 yes, 10 absent. RESOLUTION NO. 3—2025-26 IS ADOPTED.

Resolution No. 4—2025-26 – Public Safety Committee. Authorize and approve the County Sheriff's Office to accept and expend an unsolicited donation from Gold Cross for \$250 and increase the Communications line items for Revenue and Supplies by \$250 each, as noted on the attached fiscal note.

Supervisor Patience moved, seconded by Supervisor Hermes, for adoption.

ROLL CALL: 25 yes, 1 no (Lautenschlager), 10 absent. RESOLUTION NO. 4—2025-26 IS ADOPTED.

Resolution No. 5—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by adding one full-time Land Development Engineer position effective July 1, 2025, for the Development and Land Services Department (noted on the attachments), and increase the following Zoning line items: Salaries by \$42,463; Fringes by \$19,022; Travel/Training by \$500; Supplies by \$1,040; Purchased Services by \$7,641; decrease Purchased Services by \$45,000; and decrease Contingency Purchased Services by \$25,666, as noted on the attached fiscal note.

Supervisor Spears moved, seconded by Supervisor VanderHeiden, for adoption.

ROLL CALL: 26 yes, 10 absent. RESOLUTION NO. 5—2025-26 IS ADOPTED.

Resolution No. 6—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to declare that April 21 – 25, 2025, be designated as Work Zone Awareness Week in Outagamie County.

Supervisor Clegg moved, seconded by Supervisor Smith, for adoption.

ROLL CALL: 26 yes, 10 absent. RESOLUTION NO. 6—2025-26 IS ADOPTED.

Resolution No. 7—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the attached Third Amendment to Antenna Collocation Lease Agreement between Outagamie County and Sprint Spectrum Realty Company, LLC, for five additional five-year terms, with no fiscal impact.

Supervisor Culbertson moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 25 yes, 1 abstain (Heiser), 10 absent. RESOLUTION NO. 7—2025-26 IS ADOPTED.

Resolution No. 9—2025-26 – Finance Committee. Authorize and approve of all excess or deficiency of revenues over/under expenditures and unexpended appropriations of the various accounts reverting back to the County's General Fund or from the General Fund as indicated in the attached fiscal note and summary pages, with the exception of those expenses, revenues or transfers, as noted on the resolution and attachments.

Supervisor Lautenschlager moved, seconded by Supervisor Cuff, for adoption.

ROLL CALL: 26 yes, 10 absent. RESOLUTION NO. 9—2025-26 IS ADOPTED.

Chairperson Gabrielson recapped the requested lock in requests: Resolution Nos. Z-1, Z-2, 1, 5, and 9—2025-26.

Supervisor Patience requested to include Resolution No. 6—2025-26 added to the above-listed lock in requests.

Chairperson Gabrielson asked for unanimous consent to allow lock in on Resolution No. 6—2025-26. No objections; so ordered.

Supervisor Thiede requested to vote separate Resolution Nos. 1, 6, and 9—2025-26 and have them voted on as a separate group.

Chairperson Gabrielson asked for unanimous consent to allow voting on the above mentioned items as a separate group. No objections; so ordered.

RECONSIDERATION OF RESOLUTION NOS. Z-1, Z-2, AND 5—2025-26.

Supervisor Patience moved, seconded by Supervisor Spears, to reconsider the above listed resolutions.

Vote for reconsideration. ROLL CALL: 24 yes, 2 no (Ferguson, Thiede), 10 absent. RESOLUTION NOS. Z-1, Z-2, AND 5—2025-26 ARE RECONSIDERED.

LOCK IN OF RESOLUTION NOS. Z-1, Z-2, AND 5—2025-26.

Vote for lock in. ROLL CALL: 26 yes, 10 absent. RESOLUTION NOS. Z-1, Z-2, AND 5—2025-26 ARE ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NOS. 1, 6, AND 9—2025-26.

Supervisor Thyssen moved, seconded by Supervisor Nejedlo, to reconsider the above listed resolutions.

Vote for reconsideration. ROLL CALL: 26 yes, 10 absent. RESOLUTION NOS. 1, 6, AND 9—2025-26 ARE RECONSIDERED.

LOCK IN OF RESOLUTION NOS. 1, 6, AND 9—2025-26.

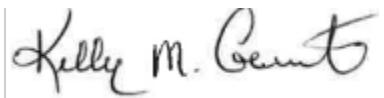
Vote for lock in. ROLL CALL: 26 yes, 10 absent. RESOLUTION NOS. 1, 6, AND 9—2025-26 ARE ADOPTED & LOCKED IN.

REPORTS – None.

ADJOURNMENT –

Supervisor Lawrence moved, seconded by Supervisor Koury to adjourn until May 13, 2025 at 7:00 p.m.  
VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 5:04 p.m.



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Kelly Gerrits, County Clerk

**ROLL CALL SUMMARY APRIL 15, 2025 COUNTY BOARD MEETING**

DIST./NAME	NO. OF ROLL CALLS TAKEN THIS MEETING	NO. VOTES CAST THIS MEETING	CUMULATIVE CALLS TAKEN THIS TERM	NO. VOTES CAST THIS TERM
1. Thompson	24	24	24	24
2. Johnson	24	24	24	24
3. Smith	24	24	24	24
4. Patience	24	24	24	24
5. Gabrielson	24	24	24	24
6. Kostelný	24	24	24	24
7. Hammen	24	24	24	24
8. Lawrence	24	24	24	24
9. Krueger	24	0	24	0
10. Lamers	24	24	24	24
11. Ferguson	24	24	24	24
12. McCabe	24	0	24	0
13. Wegand	24	5	24	5
14. Hermes	24	24	24	24
15. MacDonald	24	24	24	24
16. Schroeder	24	0	24	0
17. Croatt	24	9	24	9
18. Spears	24	24	24	24
19. Heiser	24	24	24	24
20. Mitchell	24	24	24	24
21. Cuff	24	24	24	24
22. Hagen	24	24	24	24
23. Klemp	24	24	24	24
24. Thiede	24	24	24	24
25. Janke	24	0	24	0
26. Weinberg	24	0	24	0
27. Culbertson	24	24	24	24
28. Monfils	24	0	24	0
29. Winterfeldt	24	0	24	0
30. Nejedlo	24	24	24	24
31. Clegg	24	24	24	24
32. Thyssen	24	24	24	24
33. VanderHeiden	24	24	24	24
34. Rettler	24	0	24	0
35. Koury	24	24	24	24
36. Lautenschlager	24	24	24	24

**Member(s) absent:** Krueger, McCabe, Schroeder, Janke, Weinberg, Monfils, Winterfeldt, Rettler  
**Member(s) left early:** Croatt and Wegand



**OUTAGAMIE COUNTY EXECUTIVE**  
Thomas M. Nelson  
320 South Walnut St.  
Appleton, WI 54911  
920.832.1684

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May 13, 2025

**TO: THE HONORABLE OUTAGAMIE COUNTY BOARD OF SUPERVISORS**  
**SUBJECT: OUTAGAMIE COUNTY GREENWAY IMPLEMENTATION COMMITTEE**

Dennis Kittle has decided to resign his membership on the Outagamie County Greenway Implementation Committee. As such, Rachel Roth has expressed interest in serving on the committee.

Therefore, I respectfully request the County Board's concurrence with the designation of Rachel Roth's appointment to serve on the Outagamie County Greenway Implementation Committee with a term to expire on April 30, 2027.

Supporting documents are attached.

Sincerely,

Thomas Nelson  
Outagamie County Executive

TN/av

cc: Sadie DiNatale-Burda, Development and Land Services Deputy Director

## Outagamie County Application for Executive Appointment

Name: Rachel Roth

Address: [REDACTED]

Home Phone: ( ) \_\_\_\_\_ Work Phone: [REDACTED] Cell Phone: [REDACTED]

E-Mail Address: [REDACTED]

Would you like agendas and minutes emailed to you? Yes X No \_\_\_\_\_

Do you want your email address given to the general public? Yes \_\_\_\_\_ No X

Present Employer/Position:

**East Central Wisconsin Regional Planning Commission**  
**GIS Analyst II**

Previous Employer/Position:

**Associated Appraisal Consultants, Inc.**  
**Project Technician/Real Property Listing Technician**

Educational Background:

**University of Wisconsin-Eau Claire, 2018**  
**BA, Geography**

Present and Previous Public Service Involvement: (other commissions, committees and years of involvement)

**City of Menasha Plan Commission, April 2024-Present**  
**Fox Cities Greenways, Vice President, February 2024-Present**

Comments:

**Thank you for the opportunity to represent Fox Cities Greenways on the Outagamie County Greenway Implementation Committee. I look forward to bringing my passion for trails and professional background in transportation planning to advance safety, sustainability, and connection in Outagamie County.**

Signature: Rachel Roth

Date Submitted: 4/29/2025

**OUTAGAMIE COUNTY DISCLOSURE**  
**IN COMPLIANCE WITH RESOLUTION 46—1974 AND ORDINANCE C-2010-11**  
**AND CHAPTER 2, SECTION 2-424 – 2-426 OF THE OUTAGAMIE COUNTY**  
**CODE OF ORDINANCES**

The purpose of this Disclosure Statement is to make full disclosure of all potential or actual conflicts of interest. Conflicts of interest occur when the personal interests, financial or otherwise, of a person actually or potentially interfere with the person's professional obligations to and/or the best interests of Outagamie County.

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Roth	Rachel	Rebecca	[REDACTED]
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking):

Seeking: Representation on Outagamie County Greenway Implementation Committee

PRINCIPAL EMPLOYER(S) NAME
East Central Wisconsin Regional Planning Commission
ADDRESS
400 Ahnaip St, Menasha, WI 54952

SOURCE OF INCOME IN EXCESS OF \$1,200 PER YEAR (List all sources or anticipated in excess of \$1,200/year). List any interest in any business, contract, lease or item of value, the nature and extent of such interest, holding or employment which may involve a conflict of interest or potential conflict or ethics problem in conducting county business.

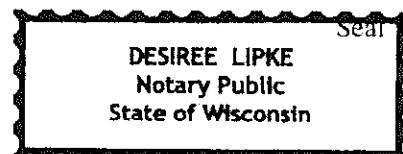
GIS Analyst II at East Central Wisconsin Regional Planning Commission

I, Rachel Roth currently serving or will be serving Outagamie County in the capacity of Outagamie Co. Greenways Committee certify that I anticipate no income from any other source to be in conflict with the county ethics code nor do I have any holdings not disclosed which would be in conflict or a potential conflict of interest or violation of the Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Rachel Roth  
Signature

Subscribed and sworn to before me this 29 day of April, 2025

Desiree Lipke  
Notary Public  
Commission Expires: 12/08/2026



# ***R E S O L U T I O N N O.: Z-4—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1       The Town of Black Creek has adopted a comprehensive Zoning Ordinance separate from  
2       that of Outagamie County. Section 60.62 (3) of the Wisconsin State Statutes require that  
3       all zoning amendments made by the Town of Black Creek be approved by Outagamie  
4       County before they are effective. The Outagamie County Planning Staff and Zoning  
5       Committee both recommend approval.  
6

7       NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning  
8       and Land Conservation Committee recommend adoption of the following resolution.

9           BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the  
10       proposed rezoning request for Pamela and Nicholas Dallman. The proposed rezoning is for parcel  
11       010012501, from the Exclusive Agriculture District to the General Agriculture District. The parcel is  
12       located East of CTH P, on Genske Road, in the Town of Black Creek, Outagamie County, WI, as depicted  
13       on the attached review and map, which by reference are made a part hereof, and

14           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a certified  
15       copy of this resolution to the Outagamie County Zoning Administrator and the Clerk of the Town of Black  
16       Creek.

17       Dated this \_\_\_\_\_ day of May 2025  
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27  
28  
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30  
31

Respectfully Submitted,

## AGRICULTURE, EXTENSION EDUCATION, ZONING & LAND CONSERVATION COMMITTEE

---

Debra Vander Heiden

---

Mike Janke

---

Jayme Heiser

---

Daniel Rettler

---

Mark Mitchell

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed: \_\_\_\_\_  
Board Chairperson

---

## County Clerk

Approved:

Vetoed:

Signed: \_\_\_\_\_  
County Executive



**Department of Development and Land Services  
Planning & Zoning | GIS & Land Information**  
320 S. Walnut St. | Appleton, WI 54911  
Outagamie County Government Center, 3rd Floor  
Phone: (920) 832-5255 Fax: (920) 832-4770  
[www.outagamie.org](http://www.outagamie.org)

## **MEMORANDUM**

**TO:** Outagamie County Zoning Committee  
**FROM:** Austin Dyb, Land Use Specialist  
**DATE:** April 10, 2025  
**RE:** PL202500114 Town Rezone – County Staff Review & Recommendation

**Application Details:**

*Applicant:* DALLMAN, PAMELA & DALLMAN, NICHOLAS  
*Request:* Rezoning - Town  
*Parcel(s):* 010012501  
*Location:* LOT 1 CSM 8396, Parcel 010012501  
East of CTH P, on Genske Rd  
TOWN OF BLACK CREEK  
*Public Hearing:* March 10, 2025- Held by Town of Black Creek

**Background & Analysis:**

The Town of Black Creek has submitted a rezone request on behalf of Pamela and Nicholas Dallman to rezone 2.61 Acres from the Exclusive Agriculture District to the General Agriculture District. The property was recently developed and now contains a non-farm residence. The proposed rezone would better reflect the existing use of the site.

The Town of Black Creek has adopted General Town Zoning. The Town of Black Creek is required to find this rezoning consistent with its Comprehensive Plan. They identified the rezoning to be consistent with its Comprehensive Plan and recommended approval at their March 10th, 2025 Town Board Meeting.

While not required to document consistency with the comprehensive plan, Staff typically finds rezones from AED to AGD to be consistent. Therefore, Staff concurs that the rezone is consistent, as the County's Comprehensive Plan Future Land Use Map identifies this area as Agriculture and Open Space.

**Staff Recommendation:**

Based on our review and the above analysis of this proposed Rezoning - Town, Staff recommends:

**Approval** of the proposed rezone of parcel 010012501 from the Exclusive Agriculture District to the General Agriculture District.

## Exhibit 1





Department of Development and Land Services  
Planning & Zoning | GIS & Land Information  
320 S. Walnut St. | Appleton, WI 54911  
Outagamie County Government Center, 3rd Floor  
Phone: (920) 832-5255 Fax: (920) 832-4770  
[www.outagamie.org](http://www.outagamie.org)

## **TOWN RECOMMENDATION FORM**

This form must accompany any County petition requesting a rezone (map amendment), special exception permit, special exception airport permit, conditional use permit, variance, or appeal. Towns must provide a signed copy of this form to the applicant/petitioner and should retain a copy.

**OVERVIEW OF REQUEST:**

Town (or Applicable Village):	
Request:	Rezoning
Applicant or Petitioner Name:	Pam & Nicholas Dallman
Applicant Contact Information (Preferred):	920-205-7911
Site Parcel Number(s):	010012501
Site Address (if applicable):	W5884 Genske Road, Black Creek WI 54106
Pre-Application Meeting Number (if applicable):	
Description of the Request: <i>(Please summarize the purpose of this request and/or attach a copy of the pre-application meeting summary, if applicable.)</i>	Nicholas & Pam Dallman have requested that Parcel #010012501 part of lot 1 of Certified Survey Map 3342, located in Government Lot 5 and in the Southwest 1/4 of Northeast 1/4, zoned Exclusive Agricultural be rezoned to General Agricultural.

**COMPLETED BY THE CLERK:**

**Certification:**

I hereby certify that the Board of Black Creek , at a legally convened meeting of the  
Board held on 03/10/2025 , voted to Approve the Rezoning request:

Barbara A Chizell

Clerk Signature

March 21, 2025

Date

Motion Outcome by a Vote of:	3	For	0	Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>				

# ***RESOLUTION NO.: 10—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 Outagamie and Winnebago Counties (the Counties) jointly own the building and grounds where  
2 the University of Wisconsin Oshkosh – Fox Cities Campus (UWO Fox Cities Campus) is  
3 located. The University of Wisconsin Board of Regents (Board of Regents) contracted with the  
4 Counties in 1970 to lease the property and buildings to house the Fox Cities Campus and entered  
5 into a Memorandum of Understanding (MOU) outlining the rights and responsibilities of the  
6 Board of Regents and the Counties.  
7

8 In May of 2024, the Board of Regents announced it would be closing the UWO Fox Cities  
9 Campus and provided notice to the Counties of its intent to terminate the MOU. Per the terms  
10 of this Agreement, the MOU would require the Board of Regents to carry out the terms of the  
11 Agreement until December 31<sup>st</sup>, 2025.  
12

13 Given negotiations between the Board of Regents and the Counties, the Counties have agreed  
14 to terminate the MOU with the Board of Regents at the close of the school year, that being  
15 June 30<sup>th</sup>, 2025. As outlined in the Agreement incorporated by reference as Attachment A, the  
16 Board of Regents would no longer be responsible for their respective duties under the terms of  
17 the MOU as of June 30<sup>th</sup>, 2025. In exchange, the Board of Regents would provide ownership  
18 interests in multiple items of personal and intellectual property previously used by the  
19 surrounding communities to the Counties. A more detailed explanation is included in the  
20 Attachment.  
21

22 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic  
23 Development Committee recommend adoption of the following resolution.  
24

25 BE IT RESOLVED, that the Outagamie County Board of Supervisors does find that early  
26 termination of the 1970 Memorandum of Understanding with the University of Wisconsin Board of  
27 Regents to be appropriate given the closure of the University of Wisconsin Oshkosh Fox Cities Campus,  
28 and  
29

1           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
2        that the terms of the attached Agreement to Terminate the 1970 Memorandum of Agreement Between the  
3        Counties of Outagamie and Winnebago and the Board of Regents of the University of Wisconsin System,  
4        Mutual Release, and Settlement of Claims and Attachment A, which by reference are made a part hereof,  
5        are appropriate including the consideration for ownership and interest to personal and intellectual property  
6        of the Weis Museum, Barlow Planetarium, Attic Community Theater, UW Child Care Center, and  
7        Community Gardens for Winnebago and Outagamie County, and

8           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
9    this resolution to the Outagamie County Executive, the Outagamie County Corporation Counsel, the  
10   Outagamie County Board Chairperson, and the Winnebago County Executive.

11 Dated this \_\_\_\_ day of May 2025

Respectfully submitted,  
PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

---

Dean Culbertson

---

Lee W. Hammen

---

Ronald Klemp

---

Yvonne Monfils

Jayson Winterfeldt

---

Yvonne Monfils

Duly and officially

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed:

---

## Board Chairperson

---

## County Clerk

Approved:

---

## Vetoed:

Signed:

---

## County Executive

**AGREEMENT TO TERMINATE THE 1970 MEMORANDUM OF  
AGREEMENT BETWEEN THE COUNTIES OF OUTAGAMIE AND WINNEBAGO  
AND THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN  
SYSTEM, MUTUAL RELEASE, AND SETTLEMENT OF CLAIMS**

**I. PARTIES**

This agreement terminating the 1970 Memorandum of Agreement between Winnebago and Outagamie Counties (Counties) and the Board of Regents of the University of Wisconsin System, doing business as the University of Wisconsin – Oshkosh (Board), Mutual Release, and Settlement of Claims (the “Agreement”) is made between Counties and the Board, known collectively as the “Parties.” This Agreement shall be effective when it has been executed by all Parties.

**II. RECITALS**

WHEREAS the Counties and the Board entered into a Memorandum of Agreement on June 9, 1970 (the “MOA”).

WHEREAS the MOA has benefited the Parties and the citizens of the State of Wisconsin and the Counties for more than 54 years.

WHEREAS the Counties and the Board acted in the best interests of their citizens, students, faculty, and staff while the MOA was in place and in effect.

WHEREAS budgetary constraints and declining enrollments over the last several years have made it more difficult for students to have a robust in-person experience at the University of Wisconsin – Oshkosh Fox Cities Campus (the “Fox Cities Campus”).

WHEREAS budgetary constraints and declining enrollments over the last several years have made it more difficult for the Board to justify continued operation of the Fox Cities Campus.

WHEREAS the Parties mutually agree that based on their own respective investigations and conclusions that litigation, or any other potential legal proceedings, would be a wasteful and gross misuse of public resources because of the risks and costs associated with and inherent to such proceedings.

WHEREAS the Parties, their agents, and the citizens of the State of Wisconsin and the Counties will enjoy substantial benefits from this agreement in addition to avoiding any litigation.

WHEREAS, it is the mutual intention of the parties hereto that the Weiss Museum, the Barlow Planetarium, the Communication Arts Center, and the Child Care Center continue to operate within the Fox Valley region and provide ongoing benefits to the community, ensuring their long-term success and contribution to educational, cultural, and social enrichment for all residents;

WHEREAS, the Institute of Museum and Library Services awarded a grant in the amount of \$56,850 for the purchase of a portable planetarium (the “Portable Planetarium”), under Federal Award ID Number IGSM-255437-OMS-24 (the “Grant”);

WHEREAS, under the terms of the Grant, the Board was also required to provide matching labor and services, which were not completed before the Grant was terminated by the federal grantor on April 8, 2025;

WHEREAS, the Board is in possession of the Portable Planetarium but has not yet received final disposition instructions from the grantor agency; and

WHEREAS, Winnebago County is assuming ownership and operations of the Barlow planetarium previously operated by the Board, and the parties wish to provide for the temporary transfer and potential permanent disposition of the Portable Planetarium in accordance with applicable federal grant regulations;

NOW THEREFORE, the Parties agree as follows.

**III. TERMINATION OF 1970 AGREEMENT, RELEASE, AND SETTLEMENT OF ALL CLAIMS.**

In consideration of the mutual promises exchanged herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to terminate the MOA between them, and release each other and their respective agents, regents, officers, administrators, and employees, from any and all past, present, and future claims, demands, actions, causes of action, suits, liabilities, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured arising out of, or in any way related to, the MOA between the Parties, or arising directly or indirectly from any of the Parties' dealings, actions, inactions, or prior practices with one another relating to their relationship with respect to the Fox Cities Campus. This release is intended to be a full and final settlement of all disputes between the Parties and their respective agents, regents, trustees, officers, administrators, and employees and shall be binding upon their respective successors, assigns, and legal representatives. Notwithstanding the foregoing, the waivers and protections of this provision do **not** apply to any claims related to environmental contamination which occurred on the Fox Cities Campus during the occupancy of the Board or any of its Universities.

**IV. SCOPE OF AGREEMENT**

This Agreement shall be binding upon the Parties and their respective agents, regents, trustees, officers, administrators, employees, successors, assigns, and legal representatives.

**V. TRANSFER OF PERSONAL/BUSINESS PROPERTY**

The Parties agree that as part of the consideration for this Agreement the Board may terminate all its duties, responsibilities, or obligations under the terms of the MOA as of June 30, 2025. The Board hereby transfers any and all right, title, and interest it holds to the personal/business property, exhibits, artifacts, equipment and other property which is listed on Attachment A (a copy of which is attached hereto and by reference incorporated herein) to the Counties. The Board makes no representations or warranties, express or implied, regarding the existence, value, condition, or validity of any such interest(s) in the property, nor does the Board represent or warrant that it holds any such interest(s) free and clear of any claims, liens, encumbrances, or interests of other third-parties. The transfer of the Board's interest(s) shall be made "as is," and the Counties acknowledge that they accept the property subject to any existing claims, conditions, or interests of third-parties. The Counties mutually agree to take said property with equal rights and any division of said property will take place in a separate agreement.

The Counties agree to defend, indemnify, and hold harmless the Board, its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses, or judgments, including reasonable attorneys' fees, arising out of or related to any third-party claims regarding the Property, including but not limited to claims concerning the ownership, possession, use, or title of the Property. This indemnity shall apply regardless of whether the claim is based on negligence or any other legal theory, including failure to fulfill obligations under the grant, and shall survive the transfer of ownership.

**VI. PORTABLE PLANETARIUM****1. Transfer of Possession and Right to Use**

- 1.1. Effective as of July 1, 2025, the Board hereby transfers to Winnebago County possession of and the right to use the Portable Planetarium.
- 1.2. Winnebago County shall be responsible for the custody, care, and maintenance of the Portable Planetarium during the period of its possession.

**2. Cooperation Regarding Disposition Instructions**

- 2.1. Winnebago County and the Board shall work cooperatively and in good faith to obtain final disposition instructions from the federal

grantor that allow for the transfer of the Portable Planetarium to Winnebago County.

- 2.2 Upon receipt of such disposition instructions, Winnebago County and the Board agree to take any further actions required by the federal grantor in accordance with the terms of the Grant and applicable federal law, including but not limited to 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

#### 3. Winnebago County's Option for Permanent Ownership

- 3.1 Upon receipt of final disposition instructions from the federal grantor, Winnebago County shall have fourteen (14) calendar days from the date of receipt to elect, in writing, to take permanent ownership of the Portable Planetarium, provided that such election is consistent with the final disposition instructions.
- 3.2 If Winnebago County exercises its option to take ownership, Winnebago County shall assume full responsibility for complying with the disposition instructions, including, if required, repayment of any federal grant funds or any other requirement under 2 C.F.R. 200.313(e).
- 3.3 If Winnebago County does not provide written notice of its election to assume ownership within the fourteen (14) day period, possession of the Portable Planetarium shall revert to the Board, and Winnebago County shall promptly return the Portable Planetarium in good condition, reasonable wear and tear excepted.

#### 4. Assumption of Liability

- 4.1 Winnebago County assumes all risk of loss, liability, claims, damages, or expenses of any kind arising from the use, possession, storage, or transportation of the Portable Planetarium while it is in Winnebago County's possession.
- 4.2 Winnebago County agrees to indemnify and hold harmless the Board, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Winnebago County's use or possession of the Portable Planetarium.

### **VII. NO ADMISSION OF LIABILITY.**

The Parties agree and understand that neither this Agreement, nor the settlement it represents, shall be construed as an admission by any party of any wrongdoing whatsoever, including an admission of a violation of any

statute or law, or breach of the MOA. This agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim, any fact, any wrongdoing, any fault, any violation of law or liability of any kind on the part of any of the Parties and/or their agents in any other proceeding, including regulatory matters.

**III. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understandings, or practices, whether written or oral, concerning the MOA between the Parties. This Agreement may be modified only by written agreement of the Parties.

**IV. GOVERNING LAW**

This Agreement and its interpretation shall be governed and construed in accordance with the laws of Wisconsin without regard to its choice of law provisions.

**V. COSTS AND ATTORNEY FEES**

Each party will bear its own costs and attorney fees.

**VI. AMENDMENT**

This Agreement may only be amended in writing and signed by both Parties.

**VII. SEVERABILITY**

If any term, clause, or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**VIII. COUNTERPARTS.**

This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

**IX. HEADINGS ARE FOR CONVENIENCE ONLY.**

The headings used in this agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this agreement.

**X. OPPORTUNITY TO REVIEW, NEGOTIATE, AND EQUALLY PARTICIPATE.**

Each party to this agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the

warranties and representations expressly made in this agreement. Each signatory below warrants that he or she has authority to execute this agreement and bind the party on whose behalf he or she is executing the agreement. Further, the terms and conditions hereof are the result of negotiations between the Parties, and this Agreement shall not be construed in favor of or against any party by reason of the extent to which such party may have prepared this Agreement.

**THIS AGREEMENT TO TERMINATE THE 1970 MEMORANDUM OF  
AGREEMENT BETWEEN THE COUNTIES OF OUTAGAMIE AND WINNEBAGO  
AND THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN  
SYSTEM, MUTUAL RELEASE, AND SETTLEMENT OF CLAIMSHAS BEEN READ  
AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**

---

Thomas Nelson  
County Executive  
Outagamie County  
Date:

---

Dan Gabrielson  
County Board Chair  
Outagamie County  
Date:

---

Kelly Gerrits  
County Clerk  
Outagamie County  
Date:

---

Dr. Andrew J. Leavitt  
Chancellor  
University Of Wisconsin - Oshkosh  
Date:

---

Gordon Hintz  
County Executive  
Winnebago County  
Date:

---

Thomas Egan  
County Board Chair  
Winnebago County  
Date:

---

Julie Barthels  
County Clerk  
Winnebago County  
Date:

**ATTACHMENT A****Weiss Museum:**

1. All exhibits owned by the Board, collections, specimens or otherwise of the Weiss Earth Science Museum regardless of whether or not the items are currently on display and transfer or assignment of all agreements regarding exhibits collections or specimens, which are on loan or otherwise held by the Board where such third parties are willing to make such an assignment;
2. Documentation Relating to the Collections, Museum, and programming including:
  - a. Scripts, tour outlines, and explanatory documents for the exhibits
  - b. Research and/or literature related to the exhibits
  - c. Educator appreciation program information
  - d. Past attendance records
  - e. Blueprints for the museum and/or Exhibits
  - f. Instruction manuals and care procedures
  - g. Inventory lists and/or computer files documenting the cataloged and uncatalogued collections and specimens.
  - h. Institutional records, the provenance of the exhibits, collections, or specimens
  - i. Accounting records, contracts, and financial statements,
  - j. Institutional Archives, founding documents, press releases and photographs.
3. Marketing assets and collateral including:
  - a. Logos
  - b. Websites, accounts, and passwords
  - c. Social media platforms, accounts, and passwords
  - d. Google business page and passwords
  - e. Membership brochures
  - f. Rack cards
  - g. Photographs, posters, and imagery
  - h. Giftshop merchandise, inventory, and vendor records
  - i. Visitor, Membership, and Donor information including contact information.
  - j. Release of any right title and interest to any legacy gift or current monetary annual donation.
  - k. Any current donation balance.
4. Equipment and Supplies located at the Weiss Museum, including:
  - a. Props
  - b. Lab and safety equipment
  - c. Worksheets, templates, and other materials for students and visitors
  - d. Storage materials and cabinets
  - e. Specialized tools
  - f. Work benches or tables
  - g. Security monitors specifically associated with the museum or its displays

- h. Exhibit, Collection or Specimen related Furniture, exhibit stands or mounts, display cases and vitrine tops, free-standing and wall-mounted graphics, interactive displays, and their components;
- i. Release of any right title and interest to any legacy gift or current monetary donation.
- j. Any current donation balance.

5. Intellectual Property:

- a. Transfer of proprietary rights to any intellectual property, publications, and business records, held by the Board.
- b. Release of any interest or claim of the Board's interest, if any, in the name, title, or description of the Weiss Museum.

**Barlow Planetarium:**

- 1. Any and all equipment necessary to operate the on-site planetarium, along with any of its presentations and programs including but not limited to all computer hardware, software, projectors, or other specialized equipment;
- 2. Documentation Relating to the Planetarium programming including
  - a. Scripts, presentation outlines, operation instructions, and explanatory documents,
  - b. Past attendance records
  - c. Instruction manuals and care procedures for the equipment.
  - d. Accounting records, contracts, and financial statements,
  - e. Institutional Archives, founding documents, press releases and photographs,
- 3. Marketing assets and collateral including:
  - a. Logos
  - b. Websites, accounts, and passwords
  - c. Social media platforms, accounts, and passwords
  - d. Google business page and passwords
  - e. Membership brochures
  - f. Rack cards
  - g. Photographs, posters, and imagery
  - h. Giftshop merchandise, inventory, and vendor records
  - i. Visitor, Membership, and Donor information including contact information.
  - j. Release of any right title and interest to any legacy gift or current monetary annual donation.
  - k. Any current donation balance along with associated account information.
- 4. Equipment and Supplies located at the Barlow, including:
  - a. Worksheets, templates, and other materials for students and visitors
  - b. Specialized equipment, computers, hardware, and software required to perform the presentations,
  - c. Cabinets furniture, or equipment necessary to store or use equipment.
- 5. Intellectual Property:

- a. Transfer of proprietary rights to any intellectual property, publications, and business records, held by the Board.
- b. Release of any interest or claim of the Board's interest, if any, in the name, title, or description of the Barlow Planetarium.

**Community Arts Center**

1. All fixtures and mounting equipment located at the Community Arts Center.
2. Specialized equipment:
  - a. All lighting systems including but not limited to control panels, light boards, switches, cords, cables, replacement parts, mounting equipment, associated computer systems including hardware and software currently used to operate such systems;
  - b. All sound systems including but not limited to speakers, microphones, control panels, sound boards, amplifiers, cords, cables replacement parts, mounting equipment, and associated computer systems including hardware and software currently used to operate such systems;
3. Documents and other equipment:
  - a. All props, costumes, signs, equipment, or raw materials used for productions as well as any equipment or tools used to create such items;
  - b. Scripts, presentation outlines, operation instructions, and explanatory documents,
  - c. Past attendance records
  - d. Instruction manuals and care procedures for the equipment.
  - e. Furniture associated with the theater.
4. Marketing assets and collateral including:
  - a. Logos
  - b. Websites, accounts, and passwords
  - c. Social media platforms, accounts, and passwords
  - d. Google business page and passwords
  - e. Membership brochures
  - f. Rack cards
  - g. Photographs, posters, and imagery
  - h. Giftshop merchandise, inventory, and vendor records
  - i. Visitor, Membership, and Donor information including contact information
  - j. Accounting records, contracts, and financial statements,
  - k. Institutional Archives, founding documents, press releases and photographs,
  - l. Release of any right title and interest to any legacy gift or current donation.
  - m. Any current donation balance along with associated account information.

**Child Care Center:**

1. Specialized Equipment:

- a) All specialized equipment, furniture, toys, playground structures and inventory utilized by the UWO Child Care Center.
- 2. Documents:
  - a) All records related to operation including but not limited to client lists, contact information, pricing determinations, Accounting records, contracts, and financial statements,
- 3. Marketing assets and Collateral
  - a) Logos
  - b) Websites, accounts, and passwords
  - c) Social media platforms, accounts, and passwords
  - d) Google business page and passwords
  - e) Membership brochures
  - f) Rack cards
  - g) Photographs, posters, and imagery

**OTHER:**

- 1. General Equipment: The Board agrees to transfer its right, title, and interest to the following property to the Counties:
  - a) All furniture, equipment, supplies, décor, or the like which remains on the Fox Cities Campus premises on July 1, 2025.
  - b) All documentation, data, information, records, contracts or similar which are necessary for the continued operation of the building.
  - c) All keys, codes, or combinations, contracts, necessary for access to any area of the building, or any system therein as well as any similar information necessary to access or use, computerized systems within the building.

# ***RESOLUTION NO.: 11—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 Outagamie County and Winnebago County, municipal corporations duly organized and existing  
2 under and by virtue of the law of the State of Wisconsin and located in Appleton, WI and  
3 Oshkosh, WI, respectively, jointly own Parcel No. 760126200 (1478 Midway Road, Menasha,  
4 WI 54952) and Parcel No. 760167100 (1655 University Drive, Menasha, WI 54952) as depicted  
5 on the attached Exhibit A located in Menasha, WI, the property attached to it and the contents  
6 (the Property). Beyond general fixtures, the purchase will include items of personal property,  
7 which is to be transferred to the parties by the University of Wisconsin Board of Regents.  
8

9 Winnebago County desires to purchase Outagamie County's share of the Property and contents  
10 described above from Outagamie County. Outagamie County shall deliver to Winnebago  
11 County a duly executed and acknowledged Quit Claim Deed conveying the Property to  
12 Winnebago County "as is, where is." The purchase price ("Purchase Price") for the Property  
13 shall be in the amount of One Dollar (\$1.00), payable to Outagamie County on the date of  
14 closing. Winnebago County agrees to accept the real property "as is, where is" and is solely  
15 responsible for conducting its own geotechnical investigation. Outagamie County makes no  
16 representation or warranties with respect to any environmental condition or any hazardous  
17 materials which may be contained on, in, or affecting the real property. Outagamie County is  
18 selling the real property in an "as is, where is" condition in all respects including all  
19 environmental conditions.  
20

21 Winnebago County acknowledges and agrees that the Property will be operated for the benefit  
22 of the public for two (2) years. Outagamie County and Winnebago County acknowledge and  
23 agree that Winnebago County may lease portion(s) of the Property to third parties for non-  
24 public use; however, if any portion of the Property is leased for a non-public purpose, any  
25 revenue generated from said lease(s) must be utilized by Winnebago County to fund operations  
26 and/or improvements associated with the public purpose of the Property.  
27

28 If Winnebago County sells some or all of the Property following the closing, Winnebago County  
29 shall be entitled to retain the sale of the proceeds equal to all of Winnebago County's  
30 documented expenditures related to improvements and operations of the Property. Any surplus  
31 funds from a subsequent sale, beyond the value of Winnebago County's documented  
32 expenditures noted above, shall be divided into one-half shares and shared evenly between  
33 Winnebago County and Outagamie County in perpetuity. After two (2) years of public purpose,  
34 Winnebago County owns the Property outright. If Winnebago County sells the property  
35 outright for a private purpose, Winnebago County will be entitled to ALL of the new tax base  
36 of the Property.  
37

38 Time is of the essence with respect to Outagamie County's obligations hereunder. If  
39 Winnebago County fails to complete the purchase of the property by reason of any default by  
40 Winnebago County, Outagamie County shall be entitled to treat this agreement as terminated  
41 and both parties shall be discharged from all duties and further performance hereunder.  
42

1 Winnebago County shall pay the cost to prepare the closing documents, all real estate transfer  
2 taxes, stamps, fees, sales taxes, and all recording costs. Outagamie County and Winnebago  
3 County shall each pay one half of any escrow closing charges. Each party shall pay for its own  
4 attorneys' fees.

5  
6 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

7 Development Committee recommend adoption of the following resolution.

8 BE IT RESOLVED, that the Outagamie County Board of Supervisors does agree to enter into an  
9 agreement with Winnebago County for the purchase and sale of Parcel No. 760126200 (1478 Midway  
10 Road, Menasha, WI 54952) and Parcel No. 760167100 (1655 University Drive, Menasha, WI 54952), the  
11 property attached to it and its contents as depicted on the attached Purchase Agreement and Exhibit A,  
12 which by reference are made a part hereof, and

13 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
14 that the following terms be included in the executed agreement:

15

- 16 • Outagamie County shall deliver to Winnebago County a duly executed and acknowledged quit  
17 claim deed conveying the Property to Winnebago County "as is, where is" for One Dollar  
18 (\$1.00).
- 19 • Winnebago County agrees to accept the real property "as is, where is" and is solely responsible  
20 for conducting its own investigation.
- 21 • Outagamie County makes no representation or warranties with respect to any environmental  
22 condition or any hazardous materials which may be contained on, in, or affecting the real  
23 property.
- 24 • Winnebago County acknowledges and agrees that the Property will be operated for the benefit  
25 of the public for two (2) years.
- 26 • Outagamie County acknowledges and agrees that Winnebago County may lease portion(s) of  
27 the Property to third parties for a non-public use; however, if any portion of the Property is  
28 leased for a non-public purpose, any revenue generated from said lease(s) must be utilized by  
29 Winnebago County to fund operations and/or improvements associated with the public purpose  
30 of the Property.
- 31 • If Winnebago County sells some or all of the Property following the closing, Winnebago County  
32 shall be entitled to retain the sale of the proceeds equal to all of Winnebago County's  
33 documented expenditures related to improvements and operations of the Property. Any surplus  
34 funds from a subsequent sale, beyond the value of Winnebago County's documented  
35 expenditures noted above, shall be divided into one-half shares and shared evenly between  
36 Winnebago County and Outagamie County in perpetuity.

1           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
2    this resolution to the Outagamie County Executive, the Outagamie County Corporation Counsel, and the  
3    Winnebago County Executive.

4 Dated this day of May 2025

Respectfully submitted,

## PROPERTY, AIRPORT, RECREATION & ECONOMIC DEVELOPMENT COMMITTEE

---

Dean Culbertson

---

Lee W. Hammen

---

Ronald Klemp

---

## Yvonne Monfils

---

Jayson Winterfeldt

Duly and officially adopted by the County Board on:

Signed:

## County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

Signed:

PURCHASE AGREEMENT

THIS PURCHASE AND SALES AGREEMENT ("Agreement") is made and entered into by and between **OUTAGAMIE COUNTY, A MUNICIPAL CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRUTE OF THE LAWS OF THE STATE OF WISCONSIN LOCATED IN APPLETON, WISCONSIN** ("Seller"), and **WINNEBAGO COUNTY, A MUNICIPAL CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRUTE OF THE LAWS OF THE STATE OF WISCONSIN LOCATED IN OSHKOSH, WISCONSIN** ("Purchaser"), effective as of \_\_\_\_\_ ("Effective Date").

RECITALS

**A.** Seller owns a portion Property described in Paragraph 1 below.

**B.** Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Seller's portion of property and contents described below, upon the terms and conditions set forth herein.

AGREEMENT

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property to be Sold and Purchased. Upon and subject to the terms, covenants and conditions hereinafter set forth, Seller shall sell and convey to Purchaser and Purchaser shall purchase and acquire from Seller, on the Date of Closing (as hereinafter defined) all right, title and interest of Seller in and to Parcel 760126200 (1478 Midway Road, Menasha, WI 54952) and Parcel 760167100 (1655 University Drive, Menasha, WI 54952) as depicted on the attached Exhibit A located in Menasha, Wisconsin, the property attached to it and contents ("Property"). Beyond general fixtures, the purchase will include items of personal property which are expected to be transferred to the parties by the University of Wisconsin Board of Regents.

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be the amount of **One Dollar (\$1.00)**, payable to Seller by immediately available funds on the Date of Closing.

3. Title Report.

3.1 Title Deliveries. Seller shall provide Purchaser, at Seller's expense, a title report (hereinafter referred to as the "Title Report")

3.2 Survey. The Property to be Sold and Purchased is tax parcel numbers 760126200 and 760167100.

3.3 Objection to Title. On or before the expiration of ten (10) business days after receiving the Title Report, Purchaser may object in writing to any matter identified in the Title Report. Seller shall have five (5) days after receiving such objection notice to agree to correct

the condition referenced in the title report. If the condition of title is not acceptable to Purchaser and Seller does not agree to correct it within such five (5) day period as required herein, Seller shall so notify Purchaser in writing whereupon Purchaser may, at its election, either (a) terminate this Agreement by written notice to Seller given within ten (10) days following receipt by Purchaser of the foregoing notice from Seller, following which Purchaser shall have no further obligation or responsibility hereunder, or (b) proceed to close the transaction and receive such title as Seller is able to convey, without relieving Seller's obligation to convey quit claim deed. All exceptions to title which are not objected to by Purchaser shall be deemed waived.

4. **Environmental Audit.** The Seller makes no representation or warranties with respect to any environmental condition or any Hazardous Materials which may be contained on, in, or affecting the Real Property. The Seller is selling the Real Property in an "as is, where is" condition in all respects, including all environmental conditions. The Seller shall provide Purchaser with all environmental assessment reports of the Real Property in the Seller's possession. Purchaser will be provided access necessary to perform its due diligence and evaluation of the environmental conditions of the Real Property. The waivers and protections of this provision do not apply to any environmental contamination which occurred on the Property during the Seller's ownership of said property to the extent of its ownership.

5. **Property Condition.** The Seller has not conducted any geotechnical investigation at the Real Property to determine if it contains old building foundations, rubble, underground obstructions, and/or debris from prior buildings or structures or uses of the Real Property that may have been abandoned, demolished, and/or otherwise removed. Purchaser agrees to accept the Real Property "as is" and is solely responsible for conducting its own geotechnical investigation. The Seller shall provide all information regarding the condition of the Real Property upon request.

6. **Closing.**

6.1 **Time of Closing.** The Closing shall take place on \_\_\_\_\_ (the "Closing Date)," at \_\_\_\_\_. Purchaser's obligations to repair damages caused by its investigation of the Property, along with its obligations to pay for any survey, will survive the termination or expiration of this Agreement.

6.2 **Seller's Deliveries at Closing.**

6.2.1 **Deed.** Seller shall deliver to Purchaser a duly executed and acknowledged quit claim deed conveying the Property to Purchaser as is.

6.2.2 **Possession.** Full possession of the Property shall be delivered to Purchaser unless otherwise stated herein.

6.2.3 **Affidavit.** Seller shall execute and deliver to Purchaser an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

6.2.4 **Authority of Seller.** Seller shall deliver to Purchaser a copy of any and all documents authorizing and approving the sale of the Property by Seller and authorizing the person signing all documents for and on behalf of Seller.

6.2.5 **Additional Documents.** Seller shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be consistent with the terms of this Agreement, and reasonably necessary in order to complete the transaction herein provided.

6.3 **Purchaser's Deliveries.**

6.3.1     Purchase Price. Purchaser shall deliver the Purchase Price.

6.3.2     Additional Terms. The Purchaser acknowledges and agrees to the following additional terms:

(a) Purchaser acknowledges and agrees that the Property will be operated for the benefit of the public for at least two years from the date of purchase. The Parties acknowledge and agree that Purchaser may lease portion(s) of the Property to third parties for a non-public use; however, if any portion of the Property is leased for a non-public purpose, any revenue generated from said lease(s) must be utilized by the Purchaser to fund operations and/or improvements associated with the public purpose of the Property. After two years of public purpose, the Purchaser owns the property outright subject to the provisions of paragraph (b) below; and

(b) If Purchaser sells some or all of the Property following Closing, the Purchaser shall be entitled to retain the sale proceeds equal to all of the Purchaser's documented expenditures related to improvements and lifetime operations of the Property. Any remaining proceeds from the subsequent sale shall be deemed to be "Surplus Funds." The Parties agree that any Surplus Funds shall be divided into one-half shares and shared evenly between Purchaser and Seller. This provision shall be valid at any subsequent sale by Purchaser in perpetuity. The Purchaser may sell the Property for either a public purpose or a private purpose after the two (2) year period of public use. If the Property is sold for a private purpose, Purchaser shall obtain an appraisal and obtain the highest and best use for the Property. If the Purchaser sells the property outright for a private purpose, the Purchaser will be entitled to ALL of the new tax base of the property; and

(c) The Purchaser will provide all its right, title, and interest it has or obtains in the property which is associated with the Weis Earth Science Museum (hereinafter "The Museum") to the Seller, and the Museum will be donated in totality to the History Museum at the Castle. This includes but is not limited to all property other than the real estate on which the Museum sits; and

(d) The Seller will provide all of its right title and interest it has or obtains in the Barlow Planetarium, Theater, Child Care Center, Art Gallery, and other personal property which is left by the University of Wisconsin Board of Regents, to the Purchaser; and

(e) Each party will be responsible for maintaining the assets described in paragraph (c) and (d), and compliance with any grant requirements associated therewith.

7.     Prorations and Adjustments.

7.1     Taxes/Assessments. N/A.

7.2     Closing Costs. PURCHASER shall pay the cost to prepare the closing documents; all real estate transfer taxes, stamps, and fees; sales taxes; and all recording costs. Purchaser and Seller shall each pay one half of any escrow closing charges. Each party shall pay for its own attorneys' fees.

7.3     Settlement Statement. At the Closing, Seller and Purchaser shall execute a closing settlement statement to reflect the credits, prorations and adjustments contemplated by or provided for in this Agreement.

7.4     Post-Closing Adjustments. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are the subject of proration but were not adjusted on the settlement statement.

Seller shall pay promptly upon receipt its share of any and all bills relating to the operation of the Property for periods prior to Closing. Notwithstanding the forgoing, Purchaser shall pay promptly upon receipt any and all bills caused by, or related to, its activities on the Property related to its Investigation of the Property from the Effective Date through the Closing Date. Purchaser shall not allow any liens to be attached to the Property that are related to any work or inspections performed on the Property related to its Inspection of the Property from the Effective Date through the Closing Date and shall remove any such lien that is attached to the Property.

8. Remedies.

8.1 Breach by Seller. Time is of the essence with respect to each and all of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder, Purchaser, as its sole and exclusive remedy, shall be entitled to treat this Agreement as terminated, and both parties shall be discharged from all duties and further performance hereunder except for Purchaser's obligation to return the Property to the same or similar condition as existed prior to its investigation and due diligence period.

8.2 Breach by Purchaser. Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to complete the purchase of the Property as herein provided by reason of any default by Purchaser, Seller, as its sole and exclusive remedy, shall be entitled to treat this Agreement as terminated, and both parties shall be discharged from all duties and further performance hereunder.

9. General Provisions.

9.1 Public Records. This Agreement and certain documents relating to this Agreement and intended transaction are, or may be, subject to Wisconsin's Public Records law (Wis. Stat. Chapter 19) that includes records produced or collected hereunder. Purchaser agrees to cooperate with Seller if it receives a request under Wisconsin's Public Records Law for any such record.

9.2 Brokers. Seller has no actual or implied agreement with a real estate broker or salesperson. Under no circumstance shall Seller be obligated to pay any brokerage, commission, finder's fee, or similar expense related to the Property. Each party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement. Purchaser affirms that no brokerage, finders fees, commissions, or other similar claims will be submitted, presented, billed, or invoiced to the Seller by the Purchaser.

9.3 Further Assurances. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

9.4 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

9.5 Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing and shall survive Closing.

9.6 Severability. If any term or provision of this Agreement shall be held to be void or unenforceable for any reason by a court of competent jurisdiction, the remaining terms and provisions hereof shall remain in effect.

9.7 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

9.8 Governing Law / Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. The venue for resolving any dispute related to this agreement shall be Winnebago County, Wisconsin.

9.9 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit with Federal Express or a similar overnight carrier service, addressed as follows; or as of the day when delivered if by facsimile or electronic mail to the numbers and addresses set forth below.

If to Purchaser: Winnebago County  
112 Otter Ave  
Oshkosh, WI 54901  
Attn: Jon Doemel, County Executive  
E-mail: [JDoemel@winnebagocountywi.gov](mailto:JDoemel@winnebagocountywi.gov)  
With a copy to:  
Mary Anne Mueller, Corporation Counsel  
112 Otter Ave  
Oshkosh, WI 54901  
Email: [mmueller@winnebagocountywi.gov](mailto:mmueller@winnebagocountywi.gov)

If to Seller: Outagamie County  
320 S. Walnut St.  
Appleton, WI 54911  
Attn: Thomas Nelson, County Executive  
E-mail: [thomas.nelson@outagamie.org](mailto:thomas.nelson@outagamie.org)  
With a copy to:  
Kyle Sargent, Corporation Counsel  
320 S. Walnut St.  
Appleton, WI 54911  
Email: [kyle.sargent@outagamie.org](mailto:kyle.sargent@outagamie.org)

Any address or telecopy number fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Paragraph.

9.10 Headings. All headings used in this Agreement are for purposes of convenience and reference only, and shall not be construed as modifying or affecting the terms hereof.

9.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

9.12 Counterparts/Facsimile. This Agreement may be executed in any number of counterparts and by facsimile copy or “PDF” copy delivered by electronic mail, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

[SIGNATURE PAGE TO FOLLOW]

**DATED** as of the last date written below.

**PURCHASER:**

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Print Name: Gordon Hintz  
Its: County Executive

By: \_\_\_\_\_  
Print Name: Julie Barthels  
Its: County Clerk

**SELLER:**

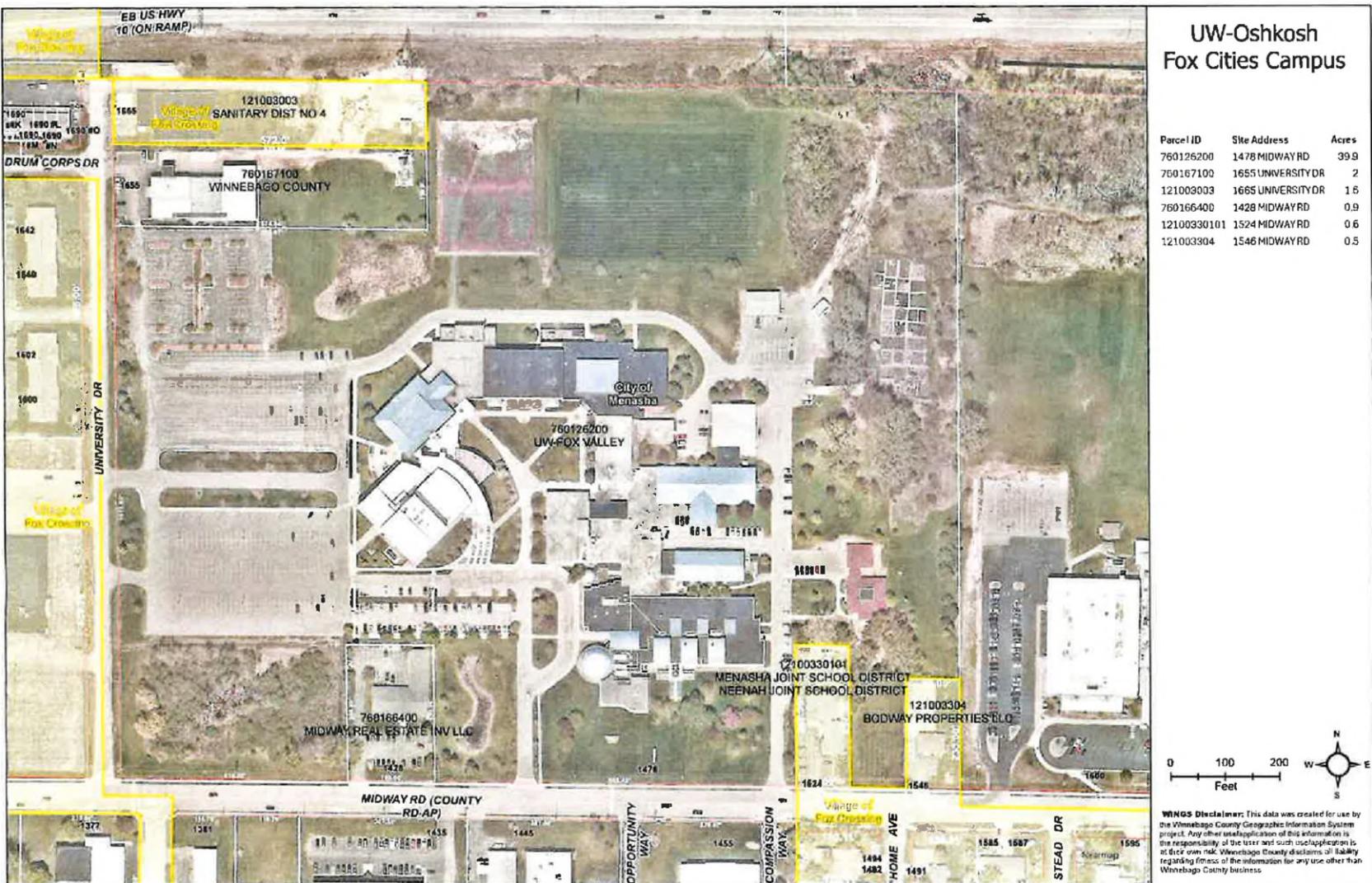
**OUTAGAMIE COUNTY**

By: \_\_\_\_\_  
Print Name: Thomas Nelson  
Its: County Executive

By: \_\_\_\_\_  
Print Name: Kelly Gerrits  
Its: County Clerk

By: \_\_\_\_\_  
Print Name: Dan Gabrielson  
Its: County Board Chairperson

## Exhibit A



# ***RESOLUTION NO.: 12—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1       Outagamie County (the County) has obtained ownership of the collection held at the Weis Earth  
2       Science Museum (the Weis), which was previously owned by the University of Wisconsin  
3       Board of Regents. Outagamie County desires to keep these items for use within the community  
4       and for a public purpose, and finds that this goal will be accomplished by donating said personal  
5       property to the History Museum at the Castle (the Museum). The Museum is a 501C3 entity  
6       whereby Outagamie County may donate such personal property when doing so is to promote a  
7       public purpose. The Museum has agreed to take the Weis contents owned by the County and  
8       display these items as an exhibition taking on all costs and related fees.  
9

10      NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

11      Development Committee recommend adoption of the following resolution.

12      BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve  
13      donating the collection held at the Weis Earth Science Museum, which was previously owned by the  
14      University of Wisconsin Board of Regents, to the History Museum at the Castle, with said collection being  
15      used within the community and for a public purpose as detailed in the attached Agreement Between  
16      Outagamie County and the Outagamie County Historical Society, which by reference is made a part hereof,  
17      and

18      BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
19      this resolution to the Outagamie County Executive, the Outagamie County Corporation Counsel, and the  
20      Outagamie County Historical Society Executive Director.

21      Dated this \_\_\_\_ day of May 2025

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9  
10 Respectfully submitted,

11 

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12 PROPERTY, AIRPORT, RECREATION &  
13 ECONOMIC DEVELOPMENT COMMITTEE  
14  
15

16 Dean Culbertson

17 

---

18 Lee W. Hammen  
19  
20

21 Ronald Klemp

22 

---

23 Yvonne Monfils  
24

25 Jayson Winterfeldt

26 Duly and officially adopted by the County Board on: \_\_\_\_\_  
27

28 Signed: \_\_\_\_\_  
29 Board Chairperson

30 \_\_\_\_\_  
31 County Clerk  
32

33 Approved: \_\_\_\_\_  
34 Vetoed: \_\_\_\_\_  
35

Signed: \_\_\_\_\_  
County Executive

**AGREEMENT  
BETWEEN THE OUTAGAMIE COUNTY AND THE OUTAGAMIE  
COUNTY HISTORICAL SOCIETY**

**1. PARTIES AND PURPOSE**

2. This Agreement is entered between Outagamie County (County) the Outagamie County Historical Society Inc. also known as the Outagamie County Historical Society Inc.; History Museum at the Castle. (Museum) (Collectively, the Parties). The purpose of this Agreement is to establish the terms of the transfer of property from the Counties to the Museum consisting of the Weis Earth Science Museum ("Weis").

**3. RECITAL**

WHEREAS, The County has obtained ownership of the collection held at the Weis which was previously owned by the University of Wisconsin Board of Regents (Board); and

WHEREAS, The County, desiring to keep these items for use within the Communities and for a Public Purpose, finds that this goal will be accomplished by donating said personal property to the Museum;

WHEREAS, the Museum is a 501C3 entity whereby the County may donate such personal property thereto when doing so is to promote a public purpose; and

WHEREAS, the Museum has agreed to take the Weis contents owned by the County and display these items as an exhibition taking on all costs and fees related thereto;

NOW THEREFORE, the parties agree, that for the good and valuable consideration stated herein, to be bound by the following terms.

**4. THE PROPERTY**

- A. The property consists of a percentage of the Weis Earth Science Museum previously owned by the Board, and housed at the University of Wisconsin Fox Valley Campus until its closure. The

property and other items the County will provide to the Museum is outlined generally below, but is subject to receipt of the same from the Board::

- i. All exhibits owned by the Board, collections, specimens or otherwise of the Weis Earth Science Museum regardless of whether or not the items are currently on display and transfer or assignment of all agreements regarding exhibits collections or specimens, which are on loan or otherwise held by the Board where such third parties are willing to make such an assignment;
- ii. Documentation Relating to the Collections, Museum, and programming including,
  1. Scripts, tour outlines, and explanatory documents for the exhibits,
  2. Research and or literature related to the exhibits
  3. Educator appreciation program information
  4. Past attendance records
  5. Blueprints for the museum and/or Exhibits
  6. Instruction manuals and care procedures
  7. Inventory lists and/or computer files documenting the catalogued and uncatalogued collections and specimens.
  8. Institutional records, the provenance of the exhibits, collections or specimens
  9. Accounting records, contracts, and financial statements,
  10. Institutional Archives, founding documents, press releases and photographs,
- iii. Marketing assets and collateral including
  1. Logos
  2. Websites, accounts, and passwords
  3. Social media platforms, accounts, and passwords
  4. Google business page and passwords
  5. Membership brochures
  6. Rack cards
  7. Photographs, posters and imagery
  8. Giftshop merchandise, inventory and vendor records
  9. Visitor, Membership, and Donor information including contact information.
- iv. Equipment and Supplies – including but not limited to;
  1. Props
  2. Lab and safety equipment

3. Worksheets, templates, and other materials for students and visitors
4. Storage materials and cabinets
5. Specialized tools
6. Work benches or tables
7. Security monitors specifically associated with the museum or its displays
8. Exhibit, Collection or Specimen related Furniture, exhibit stands or mounts, display cases and vitrine tops, free-standing and wall-mounted graphics, interactive displays and their components;

v. Intellectual Property:

1. Transfer of proprietary rights to any intellectual property, publications, and business records, held by the Board.
2. Release of any interest or claim of the Boards interest, if any, in the name, title, or description of the Weis Museum.

vi. Financial Assets:

1. Release of any right title and interest to any legacy gift or current monetary donation.
2. Any current donation balance.

**5. DUTIES OF THE MUSEUM:**

- A. In exchange for the provision of the property given by the Board to the Counties, the Museum agrees to the following terms which are necessary to ensure the Weis will continue to serve a general public purpose.
- B. The Museum shall maintain as reasonably practicable as possible, the same or similar fee structure for use by such groups as well as the general public.
- C. The Museum shall secure, maintain, and preserve all property provided by the County in accordance with industry standards.
- D. The Museum shall be responsible for all aspects of transfer from the Weis to the Museum including but not limited to all costs and fees, physical removal from the Weis, and repair of any material

damage to property, real or personal, at the Weis which occurs during such removal and transfer.

#### **6. INDEMNIFICATION**

- A. The County makes no representations or warranties, express or implied, regarding the existence, value, condition, or validity of any ownership interests in the Weis, nor do the Counties represent or warrant that it holds any such ownership interests free and clear of any claims, liens, encumbrances, or interests of other third-parties. The transfer of ownership interest shall be made "as is," and the Museum acknowledges that they accept the Property subject to any existing conditions or interests of third-parties not otherwise waived herein.
- B. The Museum agrees to defend, indemnify, and hold harmless the County, their affiliates, directors, officers, elected officials, employees, agents, and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses, or judgments, including reasonable attorneys' fees, arising out of or related to any third-party claims regarding the Property, including but not limited to claims concerning the ownership, possession, use, or title of the Property. This indemnity shall apply regardless of whether the claim is based on negligence or any other legal theory and shall survive the transfer of ownership.

#### **7. GOVERNING LAW**

- A. This Agreement and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

#### **8. SEVERABILITY**

- A. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, just invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Agreement entirely.

**9. MODIFICATION**

- A. Any modification of this agreement shall be in writing and signed by the parties hereto.

**10. CANCELATION AND CONTINGENCIES:**

- A. The terms of this agreement are contingent upon the County Board from both Winnebago and Outagamie Counties approving this transaction. In the event that the county boards do not approve, both parties waive any damages for expenses or efforts taken to prepare for the transfer outlined herein.
- B. The donation of the aforementioned personal property by the Counties to the Museum is pursuant to Outagamie County Ordinance 22-168 and is contingent upon the Museum remaining a not for profit entity and an exempt entity under 26USC501(c)(3). This donation is further contingent upon the property being used by the museum for the benefit of the general public. If at any time hereafter, the Museum fails to meet those conditions, the Parties agree that this is to be considered a material breach of the agreement, and the property will revert back to the possession of the Counties with the Museum bearing the cost of transporting all items provided by the Counties to a location identified by the County at that time.
- C. The donation of this property is further contingent upon the express condition that the Museum will never sell, donate, or otherwise permanently convey the collection to another entity without the written permission of the Counties. If at any time hereafter the Museum takes any act to do so, without such permission, it is stipulated by the parties that this is a material breach of the agreement, and the property shall revert to the Counties in the same manner as described in §VII(b).
- D. If at any time the Museum decides, in its sole discretion, to permanently retire, deaccession, or dispose of in anyway, a piece or pieces of the Weis Collection which were provided to Museum by the County, the County shall have the right of first refusal to re-take possession of the asset the Museum seeks to dispose of, deaccession, or retire.

**11. ENTIRE AGREEMENT**

- A. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understandings, or practices, whether written or oral, concerning the 1970 agreement between the Parties. This agreement may be modified only by written agreement of the Parties.

**12. HEADINGS ARE FOR CONVENIENCE ONLY.**

- A. The headings used in this agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this agreement.

**13. COUNTERPARTS.**

- A. This agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures

**In Witness Whereof, the undersigned have caused this Agreement to be duly executed by their respective representatives.**

**[SIGNATURES ON FOLLOWING PAGE]**

---

Dr. Dustin Mack, PhD  
Executive Director  
Outagamie County Historical Society-  
History Museum at the Castle

---

Thomas Nelson  
County Executive  
Outagamie County  
Dated:

---

Dan Gabrielson  
County Board Chair  
Outagamie County  
Dated:

---

Kelly Gerrits  
County Clerk  
Outagamie County  
Dated:

Approved to Form:

---

Atty. Kyle J. Sargent  
Corporation Counsel  
Outagamie County

# ***RESOLUTION NO.: 13—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 The Wisconsin Legislature created the Knowles-Nelson Stewardship Program in 1989 to  
2 preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and  
3 expand opportunities for outdoor recreation. The program has supported land acquisition and  
4 capital development by the Wisconsin Department of Natural Resources (WDNR), local  
5 governments, and nonprofit conservation organizations to preserve valuable natural areas,  
6 wildlife habitat, water quality and outdoor recreation for public benefit throughout the state.  
7

8 Outagamie County has significantly benefited from the Knowles-Nelson Stewardship Program,  
9 with 83 projects receiving a total of \$9,160,200 in funding to date. These investments have been  
10 instrumental in developing trails, parks, natural areas, and other public outdoor recreation  
11 opportunities that have enhanced the quality of life for our residents, protected critical  
12 environmental resources, and contributed to economic development through tourism and  
13 outdoor recreation.

14 The continued funding of the Knowles-Nelson Stewardship Program is essential to maintain  
15 Wisconsin's natural heritage, provide outdoor recreational opportunities for future generations,  
16 and ensure sustainable economic development that values our natural resources. Previous  
17 County Board action through Resolution No. 110-2020-21 supported reauthorization of this  
18 vital program, and this resolution reaffirms and strengthens that support based on the  
19 demonstrated benefits to Outagamie County and the State of Wisconsin.

21 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic  
22

23 Development Committee recommend adoption of the following resolution.

24 BE IT RESOLVED, that the Outagamie County Board of Supervisors recognizes the significant  
25 value the Knowles-Nelson Stewardship Program has brought to Outagamie County through 83 projects  
26 totaling \$9,160,200 in investments that preserve and restore natural areas, wildlife habitat, and water  
27 quality while supporting the development of public nature-based outdoor recreation opportunities that  
28 promote economic development and enhance quality of life, and

29 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors strongly supports  
30 continued and expanded funding for the Knowles-Nelson Stewardship Program to ensure the ongoing  
31 protection of Wisconsin's natural resources and the enhancement of outdoor recreational opportunities for  
32 all residents and visitors, and

1           BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors urges the  
2       Wisconsin State Legislature and Governor to prioritize sustainable funding mechanisms for the Knowles-  
3       Nelson Stewardship Program in recognition of its demonstrated return on investment for conservation,  
4       recreation, tourism, and quality of life throughout Wisconsin, and

5 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
6 this resolution to the Outagamie County Executive, the Outagamie County Development and Land Services  
7 Director, the Outagamie County Parks Director, the Outagamie County Highway Commissioner, the  
8 Outagamie County Greenway Implementation Committee, all Outagamie County Municipalities, all  
9 Wisconsin Counties, the Wisconsin State Legislature, the Governor, and the Wisconsin Department of  
10 Natural Resources Secretary, 101 S. Webster Street, Madison, WI 53702.

11 Dated this \_\_\_\_ day of May 2025

Respectfully submitted,  
PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

18 Dean Culbertson

Lee W. Hammen

22 Ronald Klemp

Yvonne Monfils

26 Jayson Winterfeldt

Duly and officially adopted by the County Board on:

Signed: \_\_\_\_\_  
Board Chairperson

---

## County Clerk

Approved: \_\_\_\_\_

Signed: \_\_\_\_\_  
County Executive

Vetoed:

# ***RESOLUTION NO.: 14—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1        The Appleton International Airport wishes to purchase the real estate and all structures and  
2        other improvements located at W6280 Aerotech Drive in the Village of Greenville from  
3        Convergys, LLC in the amount of \$3,395,000 plus closing costs. The property is located  
4        directly across the street from the Airport and will provide additional parking spaces for ATW  
5        Express Park. The Airport intends to utilize funds from the Customer Facility Charge account  
6        to make the purchase.

7        NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

9        Development Committee recommend adoption of the following resolution.

10        BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the attached  
11        Agreement for Purchase and Sale of Fee Ownership, which by reference is made a part hereof, for the real  
12        estate and all structures and other improvements located at W6280 Aerotech Drive, Greenville, from  
13        Convergys, LLC in the amount of \$3,395,000, and

14        BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
15        increasing the CFC Revenues Capital Outlay line item in the amount of \$3,395,000 and decreasing the  
16        Airport Terminal Fund Balance Applied line item in the amount of \$3,395,000 as noted on the attached  
17        fiscal note, which by reference is made a part hereof, and

18        BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
19        this resolution to the Outagamie County Executive, the Outagamie County Finance Director, and the  
20        Appleton International Airport Director.

21        Dated this \_\_\_\_ day of May 2025

22

23

24

25

Respectfully submitted,

## PROPERTY, AIRPORT, RECREATION & ECONOMIC DEVELOPMENT COMMITTEE

---

## Dean Culbertson

Lee W. Hammen

---

## Ronald Klemp

Yvonne Monfils

---

## Jayson Winterfeldt

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed: \_\_\_\_\_  
Board Chairperson

---

## County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

Signed: \_\_\_\_\_  
County Executive

**AGREEMENT FOR PURCHASE AND SALE OF FEE OWNERSHIP**

AGREEMENT made this 4th day of April 2025 by and between W6280 CONVERGYS, LLC ("Seller") and Outagamie County - Appleton International Airport. ("Buyer").

By signing this document, the parties are creating a legally enforceable contract.

1. **Fee Acquisition.** Subject to the terms of this Contract, Seller agrees to sell and Buyer agrees to purchase the real estate, and all structures and other improvements located at W6280 Aerotech Drive, City of Appleton, County of Outagamie, Wisconsin, and more particularly described on Exhibit 1 attached hereto and incorporated herein (the "Property"). All fixtures are included in this acquisition.
2. **Purchase Price.** The purchase price for the Property is \$3,395,000 which will be paid by Buyer to Seller in cash at closing subject to contingencies listed herein.
3. **Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of Closing unless otherwise provided for herein. At such time, Property shall be free of all debris and personal property.
4. **Closing and Place of Closing.** This transaction shall be closed (the "Closing") at a date, time and place to be agreed to in writing by Seller and Buyer subsequent to approval of the purchase by the Outagamie County Board.
5. **Closing Costs.** Any and all closing costs associated with the transaction contemplated hereby shall be paid by Buyer, including, but not limited to, any fees associated with title insurance, real estate transfer return fees, and deed preparation and recording fees.
6. **Closing Prorations.** The following items shall be prorated at Closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, and property owner's association assessments. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.
7. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of Closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and tear. If prior to Closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Agreement, if the Buyer so elects. If the damages shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Agreement may be canceled at option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy.
8. **Definition of Fixtures.** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: landscaping, garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric

lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations, generators, or similar systems.

9. **Time is of the Essence.** “Time is of the Essence” as to occupancy, date of Closing, and all other dates and deadlines in this Agreement subject to the special conditions set forth herein. If “Time is of the Essence” applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. As an exception to this Section 9, it is agreed that, in the event a delay in performance is caused by circumstances outside of the parties’ control (e.g., , act of God, etc.), dates and deadlines in this Agreement shall be extended to the extent reasonably necessary to account for such circumstances.

10. **Conveyance and Title Evidence.**

(a) **Form of Title Evidence:** Seller shall obtain evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current form issued by an insurer licensed to write title insurance in Wisconsin.

(b) **Provision of Merchantable Title:** Buyer shall pay all costs of providing title evidence. For purposes of Closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer not less than 3 business days before Closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of Closing and standard title insurance requirements and exceptions, as appropriate.

(c) **Title Acceptable for Closing:** If title is not acceptable for Closing, Buyer shall notify Seller in writing of objections to title by the time set for Closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for Closing shall be extended accordingly. If Buyer does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for Closing does not extinguish Seller's obligations to give merchantable title to Buyer.

11. **Seller Warranties.** Seller warrants and represents to Buyer that Seller has no notice or knowledge of any of the following:

(a) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the Property.

(b) Any government agency or court order requiring repair, alteration, or correction of any existing condition of the Property.

(c) Shoreland or special land use regulations affecting the Property; and

(d) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the Property

- (e) Any government agency attempting to take the property via eminent domain or any other state vested power.
- 12. **“As-Is”.** Except for the Seller Warranties set forth in Section 11 above, it is agreed and understood that Seller is selling, and Buyer is purchasing, the Property in “as is” condition. Buyer waives any rights it may otherwise have under Wis. Stat. § 709.02, including the right to receive a Real Estate Condition Report, if any. Seller makes no representations or warranties whatsoever with respect to the condition of the Property, and Buyer accepts the Property with all faults and defects.
- 13. **Special Assessments.** Special assessments, if any, for work on site actually commenced prior to the date of this Agreement shall be paid by the Seller. Special assessments, if any, for work on site actually commenced after the date of this Agreement shall be paid by the Buyer.
- 14. **Entire Contract.** This document, including any amendments to it, contains the entire Agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This Agreement binds and inures to the benefit of the Parties to this Agreement and their successors in interest.
- 15. **Miscellaneous.** Buyer and Seller further agree as follows:
  - (a) Seller warrants that the Property is not under lease.
  - (b) The Seller hereby agrees that Seller will save and hold Buyer harmless from any and all claims for personal injury or damages to personal property on the Property or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of said Property. The Seller assumes all responsibility for the proper maintenance of the Property to and including the date of vacation as herein above agreed.
  - (c) The Seller further agrees to pay all utility bills and present evidence of such payment prior to receiving payment under this Agreement.
  - (d) The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the Property by reason of existing shared well agreements, or easements for the purpose of water rights and septic disposal rights.
  - (e) The Seller further agrees to save and hold Buyer harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of a well or septic disposal system. The Seller agrees to furnish property documents to affect these releases.
  - (f) Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.
  - (g) The warranties, covenants and representations made herein survive the Closing and the conveyance of this Property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this Agreement.
- 16. **Binding Effect.** This Agreement is binding on the successors and assigns of the parties hereto.

**17. Special Conditions.**

- (a) This Offer of Purchase will be incorporated into a subsequent resolution and Purchase Agreement to be signed by the parties at closing and is contingent upon Outagamie County Board approval. In the absence of such approval, this offer and subsequent agreement shall be null and void. Purchaser will be attempting to have the agreement approved by the May 13<sup>th</sup> Outagamie County Board meeting.
- (b) By receipt of this agreement, Seller understands and acknowledges, the County's desire to have this transaction remain confidential unless and until the transaction is completed. All information related to this offer, including without limitation all documents, discussions, and correspondence are to be kept confidential by the Seller.
- (c) Seller shall have until 5:00 PM, on April 7th, 2025 to accept the offer of purchase made in this agreement. If the offer of purchase is not accepted upon the close of business on April 7th, 2025, the offer extended herein is null and void.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement the day and year first written above.

**BUYER:**

OUTAGAMIE COUNTY

By: Abe Weber

Abe Weber  
Outagamie County – Appleton Airport

APPROVED AS TO FORM:

By: Kyle Sargent

Kyle Sargent  
Corporation Counsel

**SELLER:**

By: Andrew A. Lewis

By: ANDREW A. LEWIS

APPRAISAL OF REAL PROPERTY

W6280 Aerotech Drive  
Greenville (Appleton)  
Outagamie County, WI 54914



**APPRAISAL OF REAL PROPERTY**

W6280 Aerotech Drive  
Greenville (Appleton)  
Outagamie County, WI 54914

Prepared For:  
Mr. Andrew Lewis  
W6280 Convergys, LLC  
475 South San Antonio Road  
Los Altos, CA 94022

Prepared By:  
Alliance Appraisal Group, Ltd.  
4321 West College Avenue, Suite 200  
Appleton, WI 54914  
Appraiser File: 20250118



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4321 West College Avenue, Suite 200  
Appleton, WI 54914

Phone: (920) 460-9005  
Fax: (920) 460-9006  
[www.allianceappraisal.com](http://www.allianceappraisal.com)

---

March 31, 2025

Mr. Andrew Lewis  
W6280 Convergys, LLC  
475 South San Antonio Road  
Los Altos, CA 94022

Re: Appraisal Report  
Vacant Office Building  
W6280 Aerotech Drive  
Greenville (Appleton), Outagamie County, WI 54914

Dear Mr. Lewis:

In fulfillment of my agreement as outlined in the letter of engagement shown in the addendum, I are pleased to transmit my appraisal report of the above-referenced property. The purpose of this appraisal is to estimate the as-is market value of the fee simple interest in the subject property, as of March 26, 2025.

This appraisal report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). In addition, the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) specifies that a federally regulated financial institution must be the client in the appraiser-client relationship under the terms of an assignment agreement. To the extent the client is governed by FIRREA, this appraisal meets all applicable requirements.

The subject property consists of a 6.74-acre site improved with a two-story general office building including 52,629 square feet of gross building area (GBA). The building was built in multiple phases in 1996 and 2000 (per assessor), renovated throughout the lifespan, and is in average condition, with average quality building components and design. It is 100% heated, insulated, and air conditioned, with a wet sprinkler system. The building is built on a concrete slab with no basement space. The subject property is 100% vacant and is available for sale with an asking price of \$4,900,000. It has been listed for sale since October 2022.

Your attention is directed to the Assumptions and Limiting Conditions section of this report. Acceptance of this report constitutes an agreement with these assumptions and conditions.

Data, information, and calculations leading to the value conclusions are incorporated in the report following this letter. The report in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from this letter.

Mr. Lewis  
W6280 Convergys, LLC  
March 31, 2025  
Page 2

The intended use and user(s) of this report are specifically identified in the report as agreed upon in my contract for services and/or reliance language found in the report. No other use or user(s) of this report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Alliance Appraisal Group, Ltd. will not be responsible for unauthorized use of the report, its conclusions or contents, used partially or in its entirety.

Based on the appraisal described in the accompanying report, subject to the Assumptions and Limiting Conditions and Extraordinary Assumptions, I have made the following value conclusion:

**Current As-Is Market Value:**

The as-is market value of the fee simple interest in the subject property, as of March 26, 2025, is

**Three Million Three Hundred Ninety Five Thousand Dollars (\$3,395,000)**

*This appraisal assignment is based on the extraordinary assumption that all physical and financial information provided by the broker, Mr. Tim Ceman, and the assessor, is accurate. If any of this information is found to be inaccurate, I reserve the right to amend this appraisal. The use of this extraordinary assumption may have affected the assignment results.*

*There are no hypothetical conditions applied in this appraisal.*

Respectfully submitted,  
Alliance Appraisal Group, Ltd.



---

Eric J. Kawski, MAI  
WI Certified General Appraiser 1947-010  
eric@allianceappraisal.com

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W6280 Aerotech Drive, Greenville (Appleton),  
WI

SUBJECT PROPERTY PHOTOGRAPHS

**SUBJECT PROPERTY PHOTOGRAPHS**



Typical Exterior View



Typical Exterior View



Typical Exterior View



Typical Exterior View



Typical Exterior View



Typical Exterior View

W6280 Aerotech Drive, Greenville (Appleton),  
WI

SUBJECT PROPERTY PHOTOGRAPHS



Typical Exterior View



Typical Exterior View



View of Paved Parking Area



South View Along  
County Road CB



West View Along  
Aerotech Drive



East View Along  
Aerotech Drive

W6280 Aerotech Drive, Greenville (Appleton),  
WI

SUBJECT PROPERTY PHOTOGRAPHS



Typical Interior View



Typical Interior View



Typical Interior View



Typical Interior View



Typical Interior View



Typical Interior View

W6280 Aerotech Drive, Greenville (Appleton),  
WI

SUBJECT PROPERTY PHOTOGRAPHS



Typical Interior View



Typical Interior View



Typical Interior View



Typical Interior View

W6280 Aerotech Drive, Greenville (Appleton),  
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SUMMARY OF FACTS AND CONCLUSIONS

## SUMMARY OF FACTS AND CONCLUSIONS

Property Appraised:	W6280 Aerotech Drive Greenville (Appleton), Outagamie County, WI 54914
Appraisal Purpose and Intended Use:	The purpose of this appraisal is to estimate the as-is market value of the fee simple interest in the subject property, as of March 26, 2025.  The intended use of this appraisal is to aid in the determination of a sale price for a potential sale.
Extraordinary Assumptions:	This appraisal assignment is based on the extraordinary assumption that all physical and financial information provided by the broker, Mr. Tim Ceman, and the assessor, is accurate. If any of this information is found to be inaccurate, I reserve the right to amend this appraisal. The use of this extraordinary assumption may have affected the assignment results.
Hypothetical Conditions:	There are no hypothetical conditions applied in this appraisal.
Report Date:	March 31, 2025
Site Size:	Total: 6.74 acres; 293,530 square feet
Improvements:	The subject is improved with a two-story general office building including 52,629 square feet of gross building area (GBA). The building was built in multiple phases in 1996 and 2000 (per assessor), renovated throughout the lifespan, and is in average condition, with average quality building components and design. It is 100% heated, insulated, and air conditioned, with a wet sprinkler system. The building is built on a concrete slab with no basement space.
Zoning:	GC, General Commercial District with an AOD2, Airport Overlay District Zone 2
Highest and Best Use As If Vacant:	To hold for future office development at a point in time when adequate demand returns to the market
Highest and Best Use As Improved:	Present use, as a general office building
Type of Value:	Market value

W6280 Aerotech Drive, Greenville (Appleton),  
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SUMMARY OF FACTS AND CONCLUSIONS

**MARKET VALUE INDICATIONS**

	As-Is
Cost Approach:	N/A
Sales Comparison Approach:	\$3,395,000
Income Capitalization Approach:	\$3,385,000

**RECONCILED MARKET VALUE**

	As-Is
Market Value Conclusion:	\$3,395,000
Effective Date:	March 26, 2025
Property Rights:	Fee Simple
Premise:	Current

W6280 Aerotech Drive, Greenville (Appleton),  
WI

INTRODUCTION

## INTRODUCTION

### ***Property Identification***

Location: W6280 Aerotech Drive  
Greenville (Appleton), Outagamie County, WI 54914

Legal Description: Lot 1 of Certified Survey Map Number 3705 recorded as Document Number 1360141 in the Office of the Register of Deeds, Outagamie County, Wisconsin

Parcel Number: 111175901

### ***Ownership and Sale History***

Current Ownership: W6280 Convergys, LLC

Sale History: As required under USPAP standards, an investigation was made to ascertain any sales history of the subject property occurring within the three (3) years prior to the effective date of this appraisal.  
  
According to public records, the subject has not sold in the last three years.

Current Listings/Contracts: The subject property is listed for sale by Mr. Tim Ceman of Drifka Group with an asking price of \$4,900,000. It has been listed for sale since October 2022.

### ***Dates of Inspection and Valuation***

Effective Date of Valuation  
As Is: March 26, 2025

Date of Inspection: March 26, 2025

Property Inspected by: Eric Kawski, MAI

W6280 Aerotech Drive, Greenville (Appleton),  
WI

INTRODUCTION

### ***Purpose of Appraisal***

The purpose of this appraisal is to estimate the as-is market value of the fee simple interest in the subject property, as of March 26, 2025.

Market value is defined as:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>1</sup>

The function of this report is to present the data and reasoning employed to form a professional opinion of the nature, quality, value or utility of specified interests in, or aspects of, identified real estate to facilitate a decision. The objective of this report is to communicate the conclusions to the client.

### ***Intended Use and Intended Users of Appraisal***

The intended use of this appraisal report is to aid in the determination of a sale price for a potential sale.

The intended user of this appraisal report is W6280 Convergys, LLC, my client. Unauthorized use of this report is not permitted.

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<sup>1</sup> Interagency Appraisal and Evaluation Guidelines, Effective December 10, 2010.

W6280 Aerotech Drive, Greenville (Appleton),  
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INTRODUCTION

### ***Property Rights Appraised***

The real property rights considered in this appraisal are fee simple interest.

Fee simple interest is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>2</sup>

### ***Extraordinary Assumptions***

Extraordinary assumption is defined as:

"An assumption directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis."<sup>3</sup>

This appraisal assignment is based on the extraordinary assumption that all physical and financial information provided by the broker, Mr. Tim Ceman, and the assessor, is accurate. If any of this information is found to be inaccurate, I reserve the right to amend this appraisal. The use of this extraordinary assumption may have affected the assignment results.

### ***Hypothetical Conditions***

Hypothetical condition is defined as:

"That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."<sup>4</sup>

There are no hypothetical conditions applied in this appraisal.

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<sup>2</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 78.

<sup>3</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 73.

<sup>4</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 97.

W6280 Aerotech Drive, Greenville (Appleton),  
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INTRODUCTION

### ***Competency Disclosure***

The Competency Rule of USPAP 2024 states the following:

"An appraiser must: (1) be competent to perform the assignment; (2) acquire the necessary competency to perform the assignment; or (3) decline or withdraw from the assignment. In all cases, the appraiser must perform competently when completing the assignment."<sup>5</sup>

Eric J. Kawski, MAI has extensive experience in the appraisal of properties similar to the subject within this geographical area since 2005. The appraiser's qualifications are included in the addendum to this report.

### ***Scope of Work***

This appraisal is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). In addition, the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) specifies that a federally regulated financial institution must be the client in the appraiser-client relationship under the terms of an assignment agreement. To the extent the client is governed by FIRREA, this appraisal meets all applicable requirements.

The extent of the appraisal process involved the following:

1. An exterior and interior inspection of the subject property was conducted on March 26, 2025. The appraiser was unaccompanied during the inspection. The broker, Mr. Tim Ceman, was not present at the time of inspection, but provided physical and financial information regarding the subject property.
2. Market data was researched from sources including but not limited to public records, local and regional brokers, area appraisers, planning departments, management companies, investors, governmental agencies and commercial data sources.
3. Outagamie County area data as well as neighborhood economic factors influencing the overall viability of real estate and supply and demand were analyzed.
4. Existing land use regulations and the physical characteristics of the subject site and improvements were analyzed. In the absence of a title opinion, I have relied on visual inspection and other available information to identify apparent easements or restrictions but cannot guarantee accuracy.
5. Evaluations and analyses of market data gathered were used to determine the subject property's highest and best use both as vacant and as improved.

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<sup>5</sup> Uniform Standards of Professional Appraisal Practice (USPAP), 2024 ed. (Washington DC: The Appraisal Foundation, 2024), 13.

W6280 Aerotech Drive, Greenville (Appleton),  
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INTRODUCTION

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6. Comparable data for the analysis were gathered on improved sales and leased properties for use in the analysis.
7. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, agents, or closing attorneys insofar as possible. In some cases, the data was only verifiable from public records; such data is used when it is my opinion that the data appears correct and reliable.
8. A cost approach was not applied because the age of the improvements makes the depreciation difficult to accurately measure. In addition, an investor in the subject property would not consider the cost approach relevant in a purchase decision. A sales comparison approach was applied because there is adequate data to develop a market value estimate, and this approach reflects market behavior for this property type. This approach utilizes sales of reasonably similar facilities throughout the market. All the comparable sales would be considered by a typical market participant. An income capitalization approach was applied because the subject could be an income producing property, and there is adequate data to develop a value estimate by this approach. This approach uses market rent and market expenses. The net operating income is then capitalized to a market value indication by a market supported cap rate. The most probable buyer of the subject property is an owner-user who would only consider the income capitalization approach in their purchasing decision as a check of reasonableness against the sales comparison approach. Therefore, the sales comparison approach is a more reliable indication of market value for the subject property and is given the most weight.
9. From a reconciliation analysis, the limitations and advantages of the data used in the various valuation approaches were reviewed to support my conclusion of market value. No personal property, trade fixtures, or intangible items are included in this analysis.
10. My findings are reported in an appraisal report format as defined by USPAP.

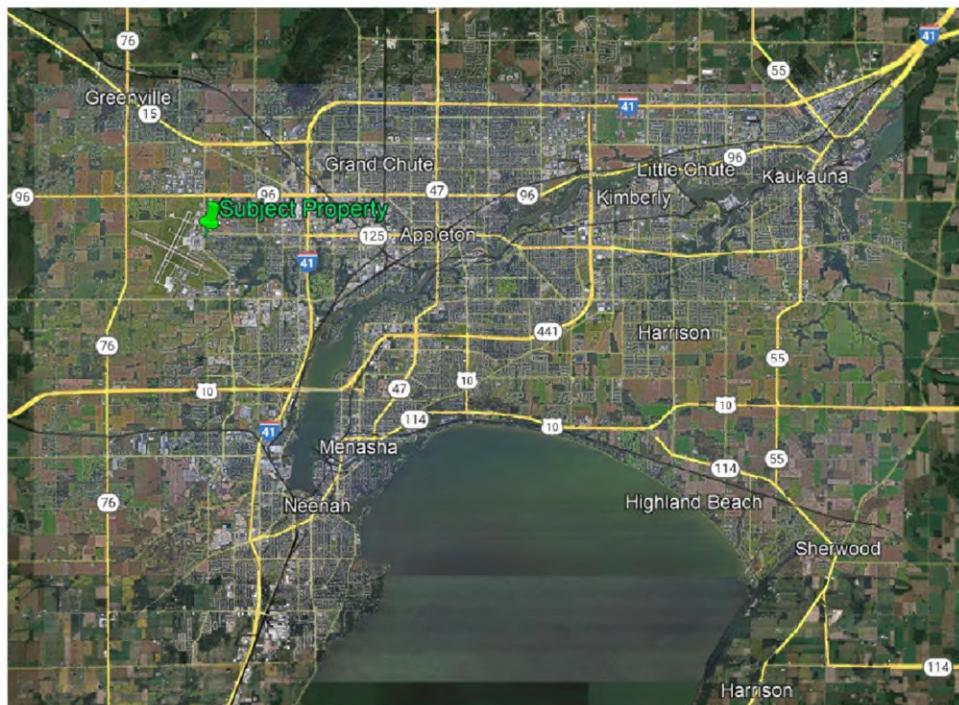
W6280 Aerotech Drive, Greenville (Appleton),  
WI

AREA ANALYSIS

## AREA ANALYSIS

The constantly changing nature of economic relationships within a market area have a direct bearing on real estate values and the long term quality of a real estate investment. In the market, the value of a property is not based on the price paid for it in the past or the cost of its creation, but on what buyers and sellers perceive it will provide in the future. Consequently, the attitude of the market toward a property within a specific neighborhood or market area reflects the probable future trend of that neighborhood.

Since real estate is an immobile asset, economic trends affecting its locational quality in relation to other competing properties within its market area will also have a direct effect on its value as an investment. To accurately reflect such influences, it is necessary to examine the past and probable future trends, which may affect the economic structure of the market area and evaluate their impact on the market potential of the subject. This section of the analysis is designed to isolate and examine the economic trends in the region, municipality, and neighborhood, which influence and create value for the subject property.



W6280 Aerotech Drive, Greenville (Appleton),  
WI

AREA ANALYSIS

### Regional Location Map



### Introduction of the Greater Fox Cities Area

The Village of Greenville is located in the northeast part of the Fox Cities Metropolitan Area in Outagamie County. The Fox Cities of northeastern Wisconsin are the cities, towns and villages surrounding the Fox River as it flows from Lake Winnebago northward into the Bay of Green Bay. The Fox Cities includes 20 communities made up of multiple cities, villages and towns located throughout Outagamie, Calumet, and Winnebago Counties. Some of these communities include the Cities of Appleton, Neenah, Menasha, Kaukauna, the Villages of Kimberly, Fox Crossing, Combined Locks, and Hortonville, and the Towns of Grand Chute and Freedom. This area is located about 30 miles southwest of Green Bay, and 20 miles northeast of Oshkosh. Interstate 41 connects these areas, and then extends north to Marinette and south to Milwaukee.

### Population

The Fox Cities Area is one of the fastest growing urban centers in Wisconsin with more than 400,000 residents.

W6280 Aerotech Drive, Greenville (Appleton),  
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AREA ANALYSIS

### **Transportation**

The main access to Fox Cities is Interstate 41, which connects to Green Bay 30 miles north and Oshkosh 20 miles south. Interstate 41 circles the north and west side of the metropolitan area, while State Highway 441 completes the circle on the east and south sides. Downtown Appleton is at the very center of this circumferential highway system. US Highway 10 also runs through area, and connects to Waupaca 30 miles to the west, and Manitowoc 40 miles to the east. Valley Transit provides public transportation to the communities of the Fox Cities and the Outagamie County Regional Airport is one of the largest airports in the immediate area.

### **Education**

The public school system offers education to students from kindergarten through twelfth grade, including Appleton East, West, and North High School, Neenah High School, Menasha High School, Kaukauna High School, Kimberly High School, and Little Chute High School. Additionally, there are multiple private schools offering pre-kindergarten through twelfth grade, including Fox Valley Lutheran High School and Xavier High School. Public colleges in the Fox Cities include University of Wisconsin – Fox Valley, and Fox Valley Technical College, the larger of the two. The area is also home to Lawrence University, the first co-educational private university in the country. The nearest public university is the University of Wisconsin, Oshkosh, which is 15 miles south.

### **Economic Base**

Some of the top employers in the Fox Cities are as follows:

Employer Name	No. of Employees
Thedacare Inc	1000+
Expera Specialty Solutions	1000+
Nestle	1000+
McCain Foods	1000+
St. Elizabeth Hospital	1000+
Appvion	1000+
Thrivent Financial	1000+
Sara Lee Foods	1000+
Reynolds Presto Products	1000+
Valley Packaging Industries	1000+

W6280 Aerotech Drive, Greenville (Appleton),  
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AREA ANALYSIS

## Employment

The following tables show unemployment numbers in Outagamie, Winnebago, and Calumet Counties and the State of Wisconsin.

Outagamie County	Percent Unemployed
Month to Month	
January 2024	2.2%
February 2024	2.8%
March 2024	2.9%
April 2024	2.5%
May 2024	2.6%
June 2024	2.8%
July 2024	2.9%
August 2024	2.3%
September 2024	2.2%
October 2024	2.1%
November 2024	2.2%
December 2024	2.5%
January 2025	3.0%

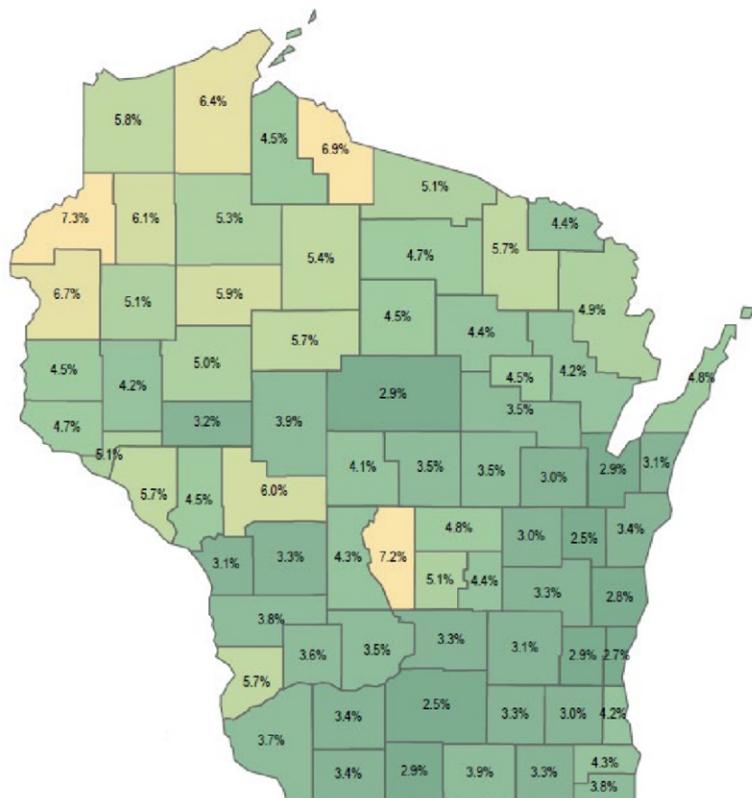
\*February 2025 numbers not available yet

Calumet County	Percent Unemployed
Month to Month	
January 2024	2.0%
February 2024	2.4%
March 2024	2.7%
April 2024	2.3%
May 2024	2.5%
June 2024	2.7%
July 2024	2.7%
August 2024	2.1%
September 2024	2.1%
October 2024	2.0%
November 2024	2.0%
December 2024	2.3%
January 2025	2.5%

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WI

AREA ANALYSIS

Winnebago County	Percent Unemployed
Month to Month	
January 2024	2.3%
February 2024	2.8%
March 2024	3.0%
April 2024	2.6%
May 2024	2.8%
June 2024	3.1%
July 2024	3.1%
August 2024	2.5%
September 2024	2.3%
October 2024	2.3%
November 2024	2.3%
December 2024	2.6%
January 2025	3.0%



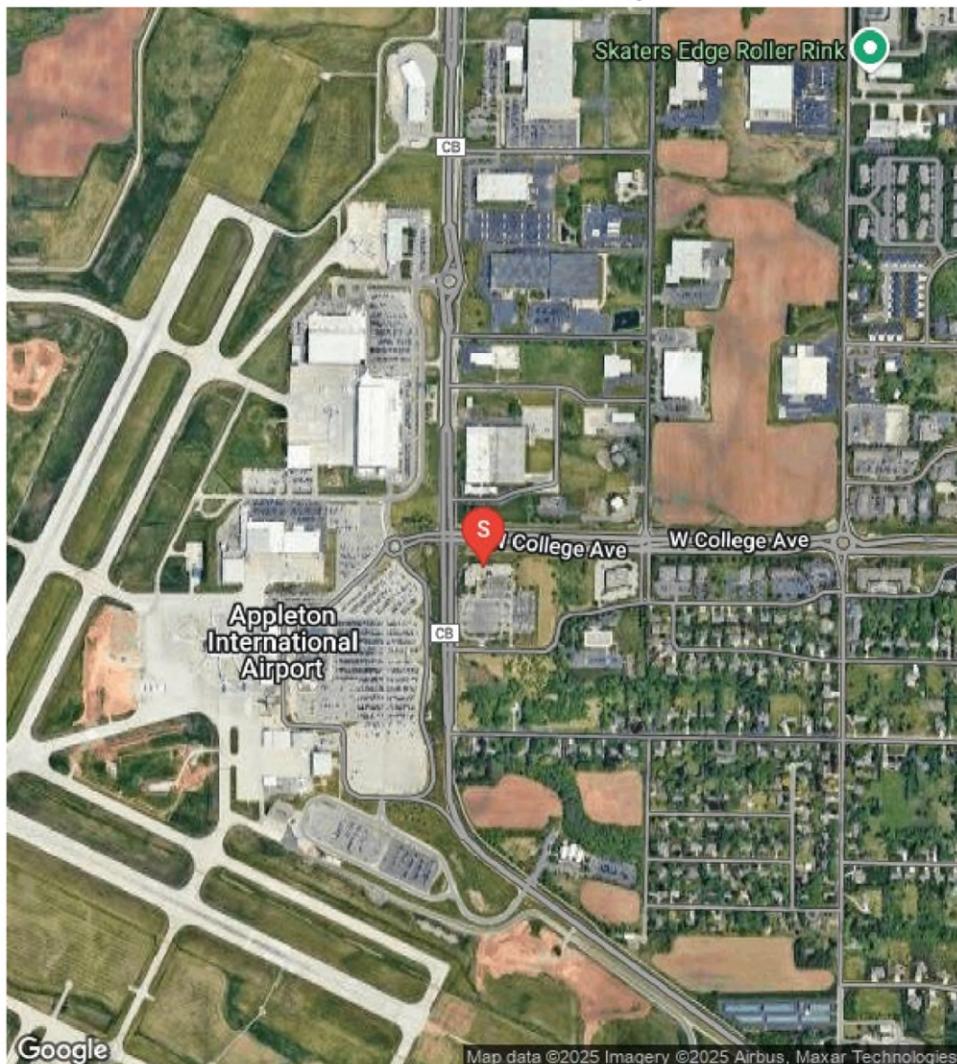
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NEIGHBORHOOD ANALYSIS

## NEIGHBORHOOD ANALYSIS

Real estate is significantly affected by its surrounding environment, and there is a propensity toward the grouping of land uses within a community. These groupings of specific uses are generally called neighborhoods. Properties within a given neighborhood are affected by shifts or changes in the surrounding environment.

Immediate Location Map



W6280 Aerotech Drive, Greenville (Appleton),  
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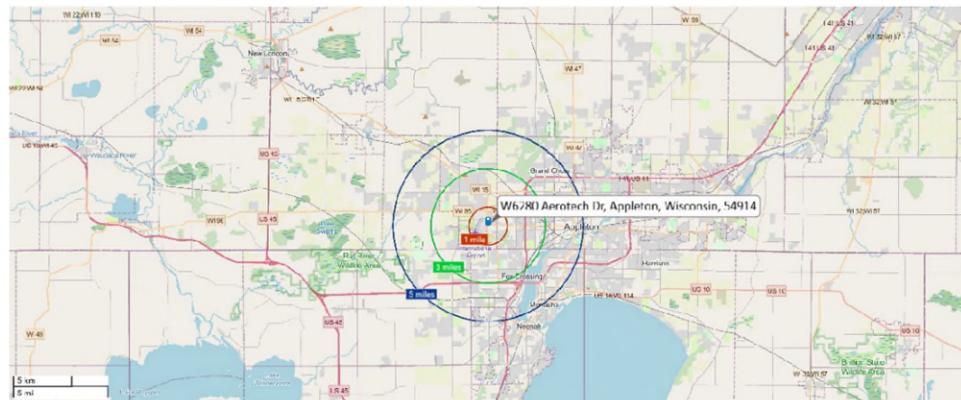
NEIGHBORHOOD ANALYSIS

### ***Immediate Location***

The subject property is situated at the northeast corner of Aerotech Drive and County Road CB, as well as the southeast corner of West College Avenue and County Road CB, within the Village of Greenville, Outagamie County, Wisconsin. West College Avenue, which is also known as County Road CA, leads immediately west to the Appleton International Airport, as well as two miles east to the intersection of Interstate 41, which is the main arterial within the market area. Interstate 41 leads north to Green Bay and south to Oshkosh, Fond du Lac, and Milwaukee. The Village of Greenville is part of the Appleton/Fox Cities and northeast Wisconsin market areas. Communities within the market area include Appleton, Combined Locks, Kimberly, Kaukauna, Buchanan, Harrison, Menasha, Neenah, Little Chute, Fox Crossing, Greenville, and Grand Chute. The subject has an average to good location, with average access to and visibility from Aerotech Drive, County Road CB, and West College Avenue.

### ***Neighborhood Demographics***

Selected neighborhood demographics in 1-, 3-, and 5-mile radii from the subject are shown as follows:



W6280 Aerotech Drive, Greenville (Appleton),  
WI

## NEIGHBORHOOD ANALYSIS



## Market Profile

W6280 Aerotech Dr, Appleton, Wisconsin, 54914  
Rings: 1, 3, 5 mile radiiPrepared by Esri  
Latitude: 44.26169  
Longitude: -88.50590

	1 mile	3 miles	5 miles
<b>Population Summary</b>			
2010 Total Population	1,210	19,970	74,598
2020 Total Population	1,392	21,924	86,510
2020 Group Quarters	98	283	1,434
2024 Total Population	1,378	22,448	81,312
2024 Group Quarters	87	250	1,278
2029 Total Population	1,362	22,731	81,882
2024-2029 Annual Rate	-0.23%	0.25%	0.14%
2024 Total Daytime Population	4,706	42,895	99,978
Workers	4,045	33,334	64,480
Residents	661	9,561	35,498
<b>Household Summary</b>			
2010 Households	600	8,760	31,616
2010 Average Household Size	2.00	2.26	2.32
2020 Total Households	666	9,592	34,094
2020 Average Household Size	1.94	2.26	2.32
2024 Households	670	9,865	34,782
2024 Average Household Size	1.93	2.25	2.30
2029 Households	671	10,105	35,496
2029 Average Household Size	1.90	2.22	2.27
2024-2029 Annual Rate	0.03%	0.48%	0.41%
2010 Families	313	5,269	19,304
2010 Average Family Size	2.71	2.87	2.93
2024 Families	332	5,897	20,564
2024 Average Family Size	2.44	2.91	2.96
2029 Families	330	6,039	20,853
2029 Average Family Size	2.40	2.87	2.92
2024-2029 Annual Rate	-0.12%	0.48%	0.28%
<b>Housing Unit Summary</b>			
2000 Housing Units	486	6,377	28,021
Owner Occupied Housing Units	56.4%	58.9%	62.6%
Renter Occupied Housing Units	28.6%	36.6%	33.5%
Vacant Housing Units	15.0%	1.6%	3.9%
2010 Housing Units	695	9,250	33,455
Owner Occupied Housing Units	36.0%	54.4%	59.6%
Renter Occupied Housing Units	50.4%	40.2%	35.0%
Vacant Housing Units	13.7%	5.4%	5.4%
2020 Housing Units	688	9,883	35,455
Owner Occupied Housing Units	42.3%	57.9%	60.8%
Renter Occupied Housing Units	54.5%	39.1%	35.4%
Vacant Housing Units	3.1%	2.9%	3.8%
2024 Housing Units	689	10,132	36,150
Owner Occupied Housing Units	43.1%	59.2%	61.3%
Renter Occupied Housing Units	54.1%	38.1%	34.9%
Vacant Housing Units	2.8%	2.6%	3.8%
2029 Housing Units	689	10,360	36,871
Owner Occupied Housing Units	44.4%	61.4%	67.6%
Renter Occupied Housing Units	53.0%	36.1%	33.7%
Vacant Housing Units	2.6%	2.5%	3.7%

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** Esri forecasts for 2024 and 2029, U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 31, 2025

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W6280 Aerotech Drive, Greenville (Appleton),  
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## NEIGHBORHOOD ANALYSIS



## Market Profile

W6280 Aerotech Dr, Appleton, Wisconsin, 54914  
Rings: 1, 3, 5 mile radiiPrepared by Esri  
Latitude: 44.26169  
Longitude: -88.50590

	1 mile	3 miles	5 miles
<b>2024 Households by Income</b>			
Household Income Base	670	9,865	34,782
<\$15,000	4.6%	4.5%	5.5%
\$15,000 - \$24,999	2.4%	6.6%	6.2%
\$25,000 - \$34,999	11.2%	6.0%	5.7%
\$35,000 - \$44,999	18.1%	9.5%	11.3%
\$50,000 - \$74,999	25.2%	17.4%	19.0%
\$75,000 - \$99,999	15.7%	16.1%	15.9%
\$100,000 - \$119,999	11.6%	20.0%	19.7%
\$150,000 - \$199,999	4.9%	10.2%	9.0%
\$200,000+	6.1%	9.6%	7.7%
Average Household Income	\$65,736	\$106,867	\$99,872
<b>2029 Households by Income</b>			
Household Income Base	671	10,105	35,495
<\$15,000	4.2%	3.8%	4.8%
\$15,000 - \$24,999	1.9%	5.1%	4.8%
\$25,000 - \$34,999	9.4%	5.1%	4.7%
\$35,000 - \$44,999	17.1%	8.7%	10.1%
\$50,000 - \$74,999	25.5%	16.2%	17.9%
\$75,000 - \$99,999	15.2%	15.0%	15.3%
\$100,000 - \$149,999	13.1%	21.8%	21.7%
\$150,000 - \$199,999	6.4%	13.0%	11.5%
\$200,000+	7.2%	11.3%	9.2%
Average Household Income	\$95,815	\$121,155	\$113,585
<b>2024 Owner Occupied Housing Units by Value</b>			
Total	297	6,002	22,158
<\$50,000	3.0%	3.1%	2.3%
\$50,000 - \$99,999	0.0%	0.7%	2.9%
\$100,000 - \$149,999	0.7%	1.9%	7.1%
\$150,000 - \$199,999	9.8%	6.8%	14.8%
\$200,000 - \$249,999	11.1%	14.9%	15.6%
\$250,000 - \$299,999	11.4%	19.4%	14.7%
\$300,000 - \$399,999	42.1%	29.9%	22.2%
\$400,000 - \$499,999	7.7%	10.7%	10.9%
\$500,000 - \$719,999	3.0%	7.1%	5.7%
\$750,000 - \$999,999	10.4%	4.1%	2.5%
\$1,000,000 - \$1,499,999	0.3%	0.9%	0.9%
\$1,500,000 - \$1,999,999	0.0%	0.1%	0.1%
\$2,000,000 +	0.0%	0.2%	0.2%
Average Home Value	\$373,057	\$354,882	\$315,584
<b>2029 Owner Occupied Housing Units by Value</b>			
Total	306	6,363	23,087
<\$50,000	1.0%	1.1%	1.2%
\$50,000 - \$99,999	0.0%	0.2%	1.0%
\$100,000 - \$149,999	0.3%	0.5%	2.6%
\$150,000 - \$199,999	3.3%	2.3%	8.4%
\$200,000 - \$249,999	6.5%	8.1%	11.0%
\$250,000 - \$299,999	9.2%	15.1%	13.2%
\$300,000 - \$399,999	47.4%	34.5%	28.2%
\$400,000 - \$499,999	12.7%	17.0%	17.7%
\$500,000 - \$719,999	6.2%	13.8%	11.1%
\$750,000 - \$999,999	13.1%	6.1%	4.0%
\$1,000,000 - \$1,499,999	0.3%	1.1%	1.1%
\$1,500,000 - \$1,999,999	0.0%	0.1%	0.1%
\$2,000,000 +	0.0%	0.3%	0.3%
Average Home Value	\$426,716	\$423,373	\$386,264

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** Esri forecasts for 2024 and 2029, U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 31, 2025

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NEIGHBORHOOD ANALYSIS



### Market Profile

W6280 Aerotech Dr, Appleton, Wisconsin, 54914  
Rings: 1, 3, 5 mile radii

Prepared by Esri  
Latitude: 44.26169  
Longitude: -88.50590

	1 mile	3 miles	5 miles
<b>2020 Households by Tenure and Mortgage Status</b>			
Total	666	9,592	34,094
Owner Occupied	43.7%	59.7%	63.2%
Owned with a Mortgage/Loan	23.9%	39.8%	43.6%
Owned Free and Clear	20.0%	19.9%	19.6%
Renter Occupied	56.3%	40.3%	36.8%
<b>2024 Affordability, Mortgage and Wealth</b>			
Housing Affordability Index	66	96	102
Percent of Income for Mortgage	34.3%	23.6%	22.1%
Wealth Index	61	89	82
<b>2020 Housing Units By Urban/ Rural Status</b>			
Total	666	9,883	35,455
Urban Housing Units	91.6%	95.3%	94.5%
Rural Housing Units	8.4%	4.7%	5.5%
<b>2020 Population By Urban/ Rural Status</b>			
Total	1,392	21,924	80,510
Urban Population	89.6%	95.0%	93.6%
Rural Population	10.4%	5.0%	6.4%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** Esri forecasts for 2024 and 2029, U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 31, 2025

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W6280 Aerotech Drive, Greenville (Appleton),  
WI

## NEIGHBORHOOD ANALYSIS



## Market Profile

W6280 Aerotech Dr, Appleton, Wisconsin, 54914  
Rings: 1, 3, 5 mile radiiPrepared by Esri  
Latitude: 44.26169  
Longitude: -88.50590

	1 mile	3 miles	5 miles
<b>Top 3 Tapestry Segments</b>			
1. Young and Restless (11B)	In Style (5B)	Rustbelt Traditions (5D)	
2. Green Acres (6A)	Workday Drive (4A)	In Style (5B)	
3. In Style (5B)	Bright Young Professionals	Bright Young Professionals	
<b>2024 Consumer Spending</b>			
Apparel & Services: Total \$	\$1,206,876	\$22,741,878	\$74,702,410
Average Spent	\$1,801.31	\$2,305.31	\$2,147.73
Spending Potential Index	76	97	90
Education: Total \$	\$882,462	\$16,148,014	\$53,584,154
Average Spent	\$1,317.11	\$1,636.90	\$1,540.57
Spending Potential Index	76	95	89
Entertainment/Recreation: Total \$	\$2,104,882	\$38,240,412	\$126,801,928
Average Spent	\$3,141.61	\$3,875.37	\$3,645.67
Spending Potential Index	77	95	89
Food at Home: Total \$	\$3,802,133	\$66,170,690	\$225,540,113
Average Spent	\$5,674.83	\$6,910.36	\$6,484.39
Spending Potential Index	78	95	89
Food Away from Home: Total \$	\$1,983,930	\$37,301,001	\$121,162,753
Average Spent	\$2,961.09	\$3,781.15	\$3,492.12
Spending Potential Index	76	97	90
Health Care: Total \$	\$4,036,522	\$71,351,609	\$243,559,935
Average Spent	\$6,024.66	\$7,232.80	\$7,002.47
Spending Potential Index	78	94	91
HH Furnishings & Equipment: Total \$	\$1,609,288	\$29,842,104	\$98,582,819
Average Spent	\$2,401.02	\$3,025.05	\$2,834.31
Spending Potential Index	76	96	90
Personal Care Products & Services: Total \$	\$517,262	\$9,405,376	\$30,629,188
Average Spent	\$772.03	\$953.41	\$880.60
Spending Potential Index	78	96	88
Shelter: Total \$	\$13,755,153	\$248,283,686	\$808,127,174
Average Spent	\$20,530.09	\$25,158.14	\$23,234.06
Spending Potential Index	77	94	87
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$1,766,127	\$32,585,099	\$108,229,602
Average Spent	\$2,636.01	\$3,313.24	\$3,111.66
Spending Potential Index	75	95	89
Travel: Total \$	\$1,529,999	\$28,105,319	\$91,992,673
Average Spent	\$2,283.58	\$2,843.99	\$2,644.84
Spending Potential Index	75	94	87
Vehicle Maintenance & Repairs: Total \$	\$775,742	\$14,095,798	\$46,845,554
Average Spent	\$1,157.82	\$1,128.97	\$1,316.83
Spending Potential Index	78	96	91

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

**Source:** Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics, Esri.

**Source:** Esri forecasts for 2024 and 2029, U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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***Land Use***

Land uses within the subject neighborhood include a mix of office, light industrial, residential, and available development land. It is bounded on the east by several acres of vacant land, and then a two-tenant office building, on the south by vacant land and then single-unit residential uses, on west by the Appleton International Airport, and on the north by several light industrial uses. These uses are backed up by additional residential to the southeast, more light industrial to the north and northeast, and rural residential, a golf course, and agricultural land beyond the airport to the west.

***Growth Patterns***

The subject neighborhood is 75% to 100% built-up and is in the growth life-style stage. There have been multiple new developments or redevelopment projects occurring in the immediate vicinity over recent years due to the proximity to other office, retail, and residential uses. This trend is likely to continue as most new users wish to be located near the highway system and near other similar uses. New development within the market area will continue into the foreseeable future.

***Conclusion***

The subject property is located within a stable area of the Grand Chute/Fox Cities and northeast Wisconsin market area. The subject property also has adequate access to main arterials, with average visibility. Immediate uses conform to surrounding uses, and vacancies appear minimal within the area. Generally, the neighborhood is expected to remain stable into the foreseeable future.

W6280 Aerotech Drive, Greenville (Appleton),  
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MARKET ANALYSIS

## MARKET ANALYSIS

The subject property is located within the Village of Greenville and is part of the Appleton market area as defined by CoStar. The CoStar Appleton Office Market Report is presented as follows.



W6280 Aerotech Drive, Greenville (Appleton),  
WI

## MARKET ANALYSIS

Overview

Appleton Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
<b>37.9K</b>	<b>(24.2K)</b>	<b>8.1%</b>	<b>2.1%</b>

The Appleton office market has a vacancy rate of 8.1% as of the first quarter of 2025. Over the past year, the market's vacancy rate has changed by 0.8%, a result of 38,000 SF of net delivered space and -24,000 SF of net absorption.

Appleton's vacancy rate of 8.1% compares to the market's five-year average of 8.9% and the 10-year average of 7.8%.

The Appleton office market has roughly 890,000 SF of space listed as available, for an availability rate of 11.4%. As of the first quarter of 2025, there is 15,000 SF of office space under construction in Appleton. In comparison, the market has averaged 31,000 SF of under construction inventory over the past 10 years.

The Appleton office market contains roughly 7.8 million SF of inventory. The market has approximately 1.1 million SF of 4 & 5 Star inventory, 2.7 million SF of 3 Star inventory, and 4.0 million SF of 1 & 2 Star inventory.

Market rents in Appleton are \$20.00/SF. Rents average around \$19.60/SF for 4 & 5 Star buildings, \$23.00/SF for 3 Star properties, and \$18.70/SF for 1 & 2 Star assets.

Rents have changed by 2.1% year over year in Appleton, compared to a change of 1.0% nationally. Market rents have changed by 2.8% in 4 & 5 Star buildings year over year, 1.9% in 3 Star buildings, and 2.2% in 1 & 2 Star buildings. In Appleton, five-year average annual rent growth is 1.8% and 10-year average annual rent growth is 2.4%.

## KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	1,077,334	14.5%	\$19.61	16.6%	(115,318)	0	0
3 Star	2,720,601	6.6%	\$22.63	9.7%	(634)	0	15,000
1 & 2 Star	3,981,313	7.5%	\$18.69	11.1%	6,807	0	0
Market	7,779,448	8.1%	\$20.20	11.4%	(109,145)	0	15,000
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.8% (YOY)	8.8%	8.6%	12.0%	2011 Q2	5.0%	2016 Q4
Net Absorption SF	(24.2K)	60,224	(10,152)	364,618	2008 Q4	(279,012)	2020 Q4
Deliveries SF	37.9K	58,017	27,464	293,894	2008 Q4	0	2024 Q3
Market Asking Rent Growth	2.1%	1.4%	1.2%	9.8%	2019 Q1	-4.6%	2014 Q4
Sales Volume	\$22.1M	\$29.7M	N/A	\$98.5M	2017 Q3	\$2.2M	2009 Q4

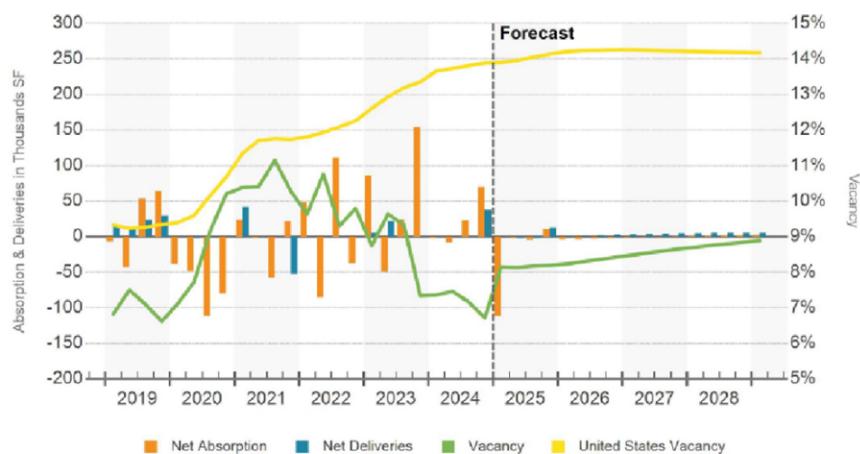
W6280 Aerotech Drive, Greenville (Appleton),  
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## MARKET ANALYSIS

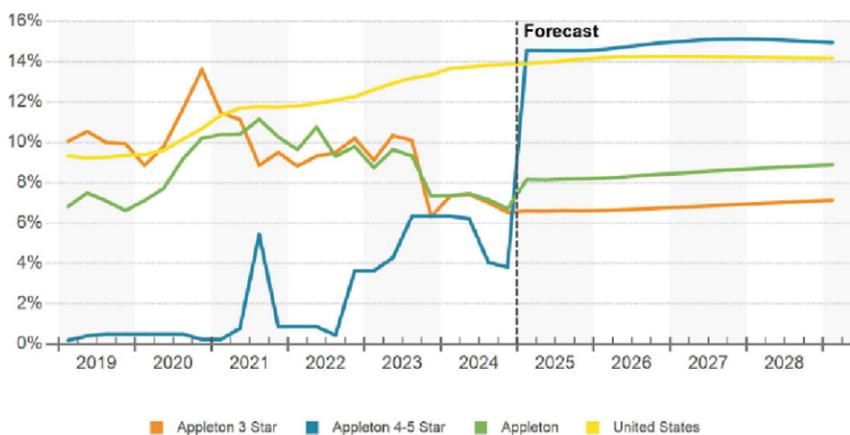
Leasing

Appleton Office

## NET ABSORPTION, NET DELIVERIES &amp; VACANCY



## VACANCY RATE



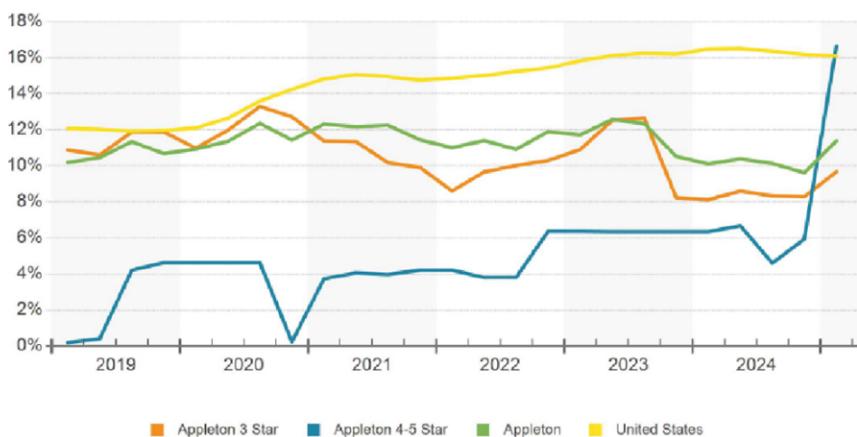
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MARKET ANALYSIS

Leasing

Appleton Office

AVAILABILITY RATE



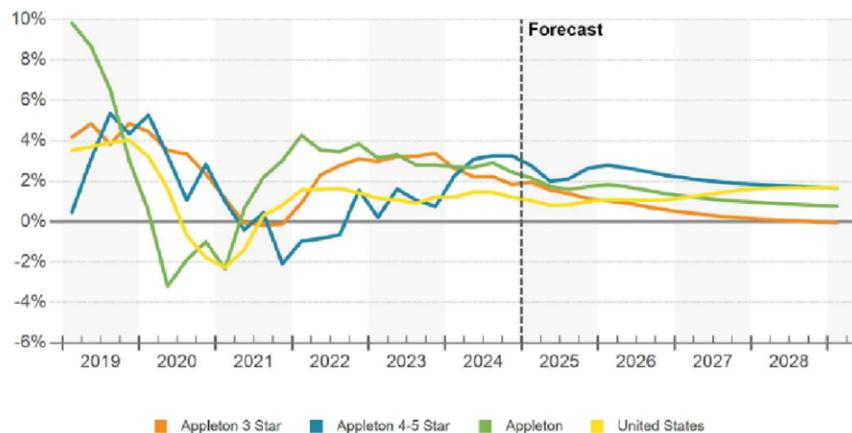
W6280 Aerotech Drive, Greenville (Appleton),  
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## MARKET ANALYSIS

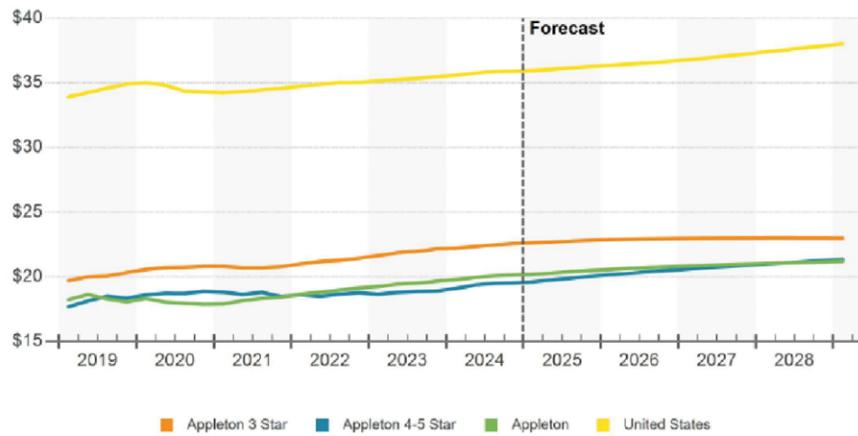
## Rent

Appleton Office

## MARKET ASKING RENT GROWTH (YOY)



## MARKET ASKING RENT PER SQUARE FEET



W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS

## PROPERTY ANALYSIS

### ***Property Overview***

#### PROPERTY OVERVIEW

Property Name:	Vacant Office Building
Property Type:	Office
Property Major Type:	General Office
Property Description:	The subject property consists of a 6.74-acre site improved with a two-story general office building including 52,629 square feet of gross building area (GBA). The building was built in multiple phases in 1996 and 2000 (per assessor), renovated throughout the lifespan, and is in average condition, with average quality building components and design. It is 100% heated, insulated, and air conditioned, with a wet sprinkler system. The building is built on a concrete slab with no basement space. The subject property is 100% vacant and is available for sale with an asking price of \$4,900,000. It has been listed for sale since October 2022.

W6280 Aerotech Drive, Greenville (Appleton), WI

## PROPERTY ANALYSIS

### ***Site Description***

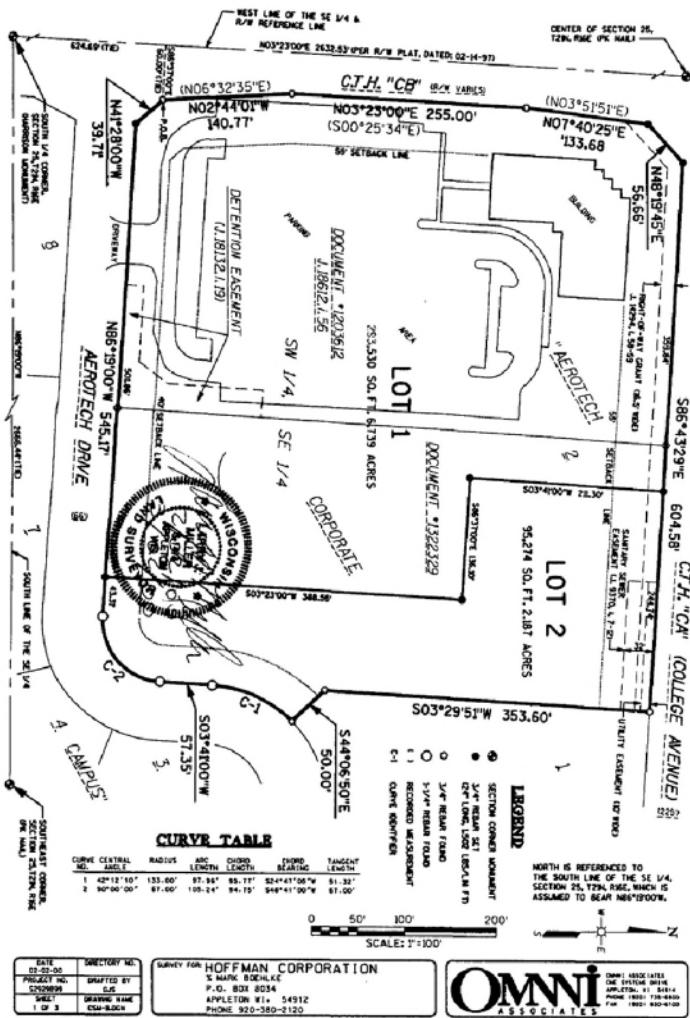
## Certified Survey Map

Page 3705 (Three Pages)  
Document Number **1360141** Filed this 17 day of March, 2000 at 4:15 p.m.  
in Volume 20 of Certified Survey Maps on page 3705 being Certified Survey  
Map Number 3705. *[Signature]* *[Signature]*  
T. J. [Signature] President of Deeds

Janice Wright, Register of Deeds

**CERTIFIED SURVEY MAP NUMBER** 3705

PART OF LOT 2 OF "AEROTECH CORPORATE CAMPUS" BEING PART OF THE SOUTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 25, T21N, R16E, TOWN OF GREENVILLE, OUTAGAMIE COUNTY, WISCONSIN



W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS

**GIS Aerial Map**



W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS

**FEMA Flood Map**



W6280 Aerotech Drive, Greenville (Appleton),  
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## PROPERTY ANALYSIS

Land Summary				
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Topography	Shape
111175901	6.74	293,530	Level, clear	Irregular

## SITE

## Location:

The subject property is situated at the northeast corner of Aerotech Drive and County Road CB, as well as the southeast corner of West College Avenue and County Road CB, within the Village of Greenville, Outagamie County, Wisconsin. West College Avenue, which is also known as County Road CA, leads immediately west to the Appleton International Airport, as well as two miles east to the intersection of Interstate 41, which is the main arterial within the market area. Interstate 41 leads north to Green Bay and south to Oshkosh, Fond du Lac, and Milwaukee. The Village of Greenville is part of the Appleton/Fox Cities and northeast Wisconsin market areas. Communities within the market area include Appleton, Combined Locks, Kimberly, Kaukauna, Buchanan, Harrison, Menasha, Neenah, Little Chute, Fox Crossing, Greenville, and Grand Chute. The subject has an average to good location, with average access to and visibility from Aerotech Drive, County Road CB, and West College Avenue.

## Size:

Total: 6.74 acres; 293,530 square feet

## Shape:

The subject site is irregular in shape.

## Frontage/Access:

The site has average access, with road frontage shown as follows:

- Aerotech Drive: About 502 feet
- County Road CB: About 626 feet
- West College Avenue: About 360 feet

The subject is a corner lot.

## Traffic Count:

Aerotech Drive: No traffic counts available  
County Road CB: 9,800 VPD (2023)  
West College Avenue: 8,400 VPD (2023)

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**PROPERTY ANALYSIS****Street Improvements:**

Aerotech Drive is a two-way (east and west), two-lane, asphalt-paved roadway, with gravel shoulders and ditches on both sides. There is a stop sign for its traffic at the T-intersection with County CB.

County Road CB is a two-way (north and south), four-lane (with turn lanes), intermittently divided, asphalt-paved roadway, with concrete curbs and gutters on both sides. The Village of Greenville is just completing an asphalt paved walking path that runs along the east side of County CB from Prospect Avenue 1.25 miles south, to Wisconsin Avenue 0.75 miles north. There is a traffic light at County CB/College Avenue, which also acts as the entrance to the airport to the west.

Aerotech Drive is a two-way (east and west), four-lane (with turn lanes), intermittently divided, asphalt-paved roadway, with gravel shoulders and ditches on both sides. The intermittent island divider has concrete curbs.

**Visibility:**

Average

**Topography:**

The topography of the subject property is level, clear, and at street grade.

**Soil Conditions:**

The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

**Utilities:**

Electricity: Public

Sewer: Public

Water: Public

Natural Gas: Public

Underground Utilities: The site is serviced by underground utilities.

Adequacy: The subject's utilities are typical and adequate for the market area.

**Flood Zone:**

The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood Zone X, which is not classified as a flood hazard area.

FEMA Map Number: 55087C0300D

FEMA Map Date: July 22, 2010

The subject building is not in a flood zone.

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**PROPERTY ANALYSIS****Wetlands:**

According to the Wisconsin Department of Natural Resources Surface Water Data Viewer Map, there appears to be two areas of mapped wetlands in the west and southeast part of the site, but no wetland indicators. However, I was provided no formal wetland delineation. As such, the extent of wetland areas, if any, are unknown. No responsibility is assumed for any expertise or engineering knowledge required to discover such areas. Any party relying on this appraisal is urged to retain an expert in this field to determine the existence of any wetlands.

**Environmental Issues:**

I am not qualified to detect the presence of environmental contaminants. The presence of potentially hazardous materials may impact the value of the property. Unless otherwise stated in this report, the opinions of value are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover such contaminants. Any party relying on this appraisal is urged to retain an expert in this field to determine the existence of any environmental contamination. Please reference Limiting Conditions and Assumptions.

**Encumbrance / Easements:**

Typical utility easements exist on the site. No apparent encroachments or adverse easements were noted from physical inspection. However, I make no guarantee in that regard. A current title insurance policy was not provided to verify the foregoing. As such, I recommend the client obtain a current title insurance policy to determine the existence and extent of any easements present on the site. Please reference Limiting Conditions and Assumptions.

**Site Comments:**

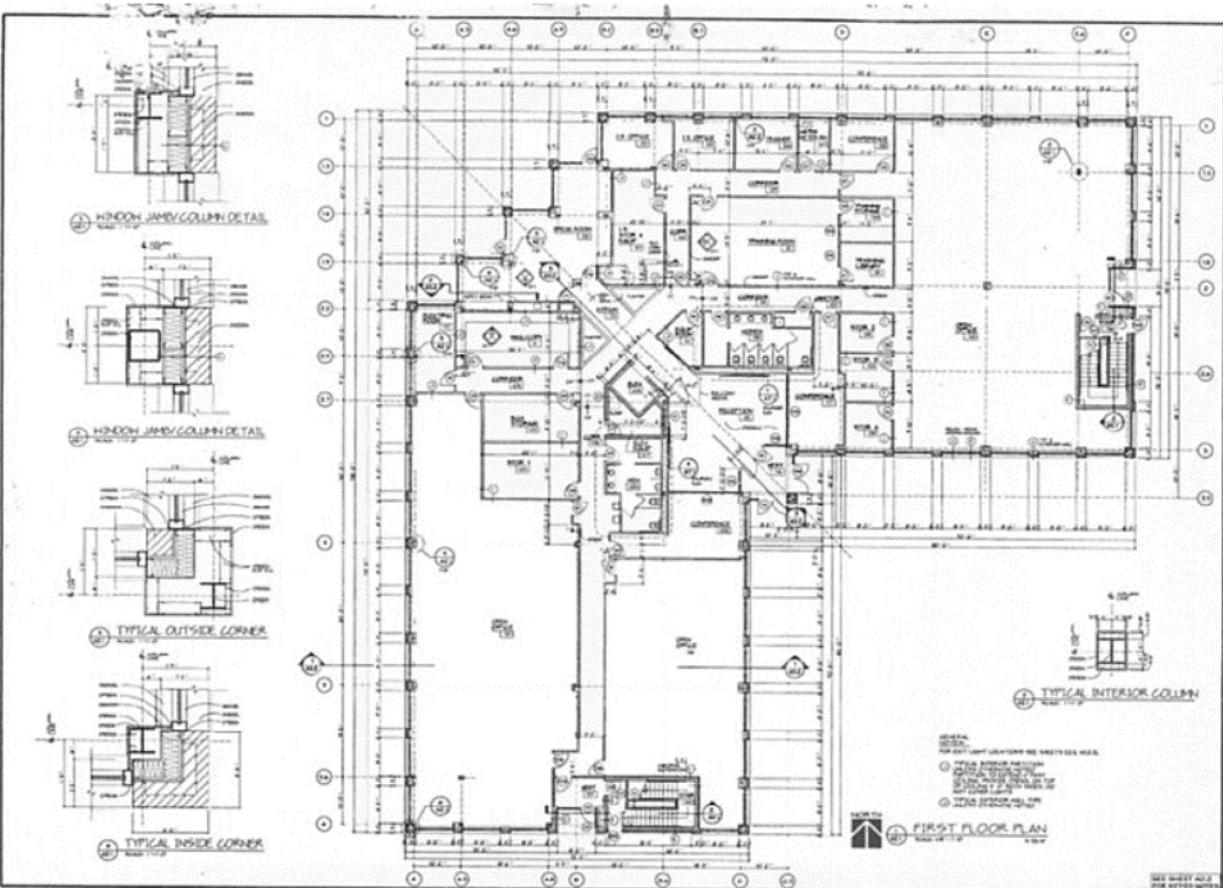
The site has average and typical utility.

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PROPERTY ANALYSIS

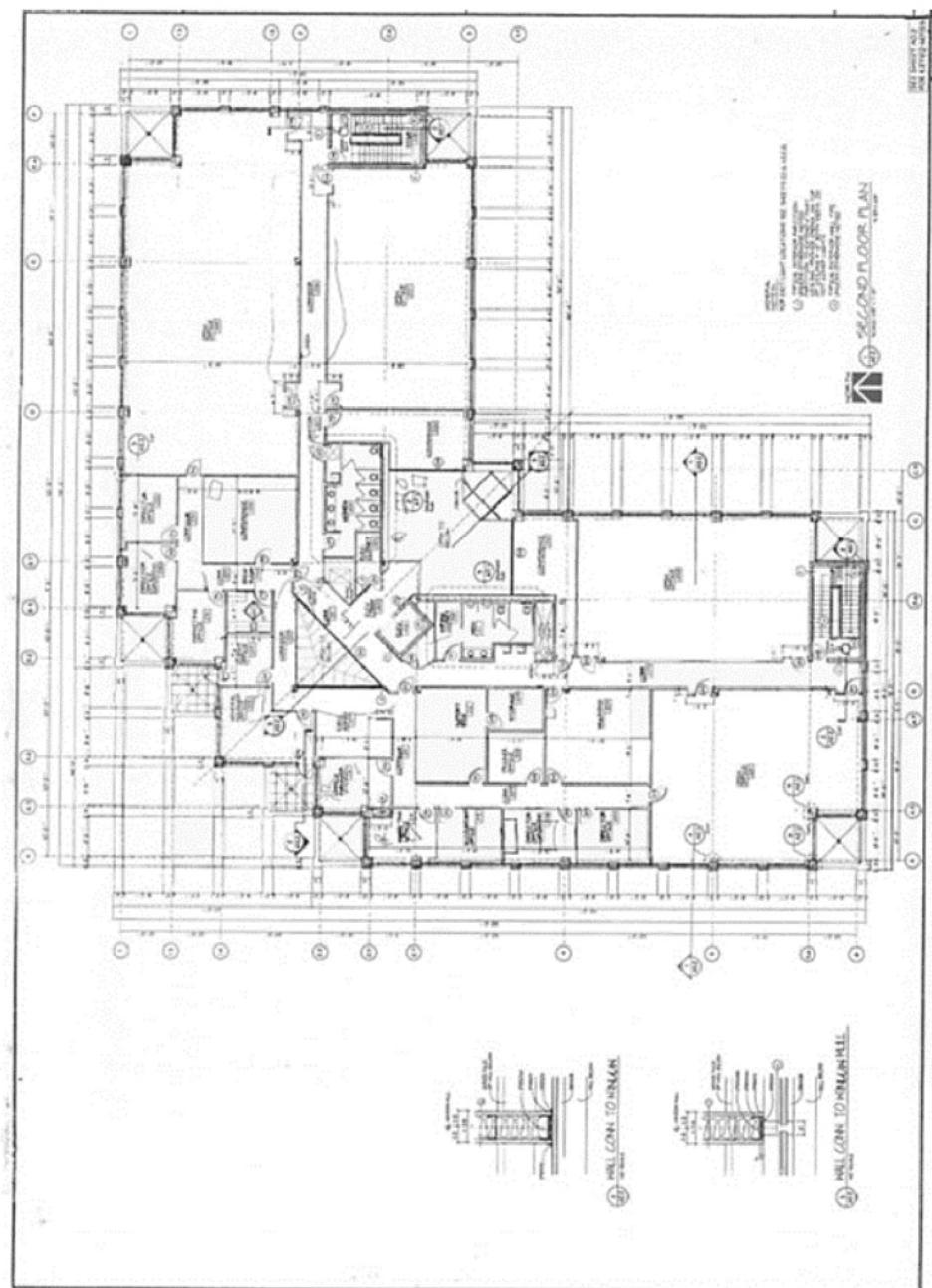
***Improvements Description***

**Floor Plans**



W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS



W6280 Aerotech Drive, Greenville (Appleton),  
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## PROPERTY ANALYSIS

Building Summary						
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Basement Size (SF)	Basement Use/Finish
Vacant Office Building	1996, 2000	Average	2.0	52,629	0	0

**GENERAL - VACANT OFFICE BUILDING**

Building Identification: Vacant Office Building

Building Description: The subject is improved with a two-story general office building including 52,629 square feet of gross building area (GBA). The building was built in multiple phases in 1996 and 2000 (per assessor), renovated throughout the lifespan, and is in average condition, with average quality building components and design. It is 100% heated, insulated, and air conditioned, with a wet sprinkler system. The building is built on a concrete slab with no basement space.

Construction: Class S (Marshall & Swift)

Construction Quality: Average

Year Built: 1996, 2000

Renovations: Various throughout the lifespan

Effective Age: 25 years

Remaining Economic Life: 25 years

Condition: Average

Appeal/Appearance: Average

Areas, Ratios & Numbers: Number of Stories: 2.0  
Gross Building Area: 52,629 square feet

**FOUNDATION, FRAME & EXTERIOR - VACANT OFFICE BUILDING**

Foundation: Concrete slab

Basement / Basement Finish: None

Structural Frame: Steel frame construction

Exterior: Brick exterior wall coverings

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**PROPERTY ANALYSIS**

Windows:	Stationary style windows with vinyl/aluminum frames; glass panel entry doors
Roof/Cover:	Slightly pitched / Rubber membrane with stone ballast
Other:	None

**INTERIOR - VACANT OFFICE BUILDING**

Interior Layout:	The two-story building was built in two phases. The west, L-shaped wing was built in 1996, and the east, rectangular wing was built in 2000. It is served by four stairwells and one elevator, and has four restrooms per floor, for a total of eight restrooms. The main entrance lobby is located in the west wing, at the inside angle of the L-shaped building. This wing includes a combination of open cubicle space, private offices, conference rooms, work rooms, two training rooms, a break room, various storage rooms, and four restrooms. A patio opens off of the northwest corner of the building, where the large diesel generator is located. The east wing is joined to the west wing on its east end, and has its own main entrance as well, just east of where the buildings are joined. The east wing also includes some open cubicle and private office space, but is more dominated by several very large training rooms, and a large cafeteria. It also includes a server room, various storage rooms, and four restrooms.
Floor Cover:	Combination of carpet, vinyl, quarry tile, and polished concrete
Walls:	Painted drywall
Ceilings:	Drywall and suspended tile ceilings
Lighting:	Combination of fluorescent, LED, and incandescent lighting throughout; exit lighting
Restrooms:	Adequate restrooms; with adequate fixtures
Other:	None

**MECHANICAL SYSTEMS - VACANT OFFICE BUILDING**

Heating:	Forced air heating units (100% of GBA)
Cooling:	Central air conditioning (100% of GBA)
Electrical:	Adequate electrical service

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**PROPERTY ANALYSIS**

Plumbing Condition: Average  
Sprinkler: Wet sprinkler system; 100% of GBA  
Elevators: (1) passenger elevator  
Other: None

**SITE IMPROVEMENTS**

Parking: Type: Asphalt  
Number of Spaces: 379  
Parking Ratio: 7.2 spaces per 1,000 square feet  
Condition: Average

Other: Other site improvements consist of concrete curbing, sidewalks, and patios; exterior lighting and signage; lawn and landscaping.

**PROPERTY ANALYSIS**

Design & Functional Utility: The design and functional utility of the subject property is average relative to competing properties in the subject market. The subject includes a floor plan that is inferior to modern office facilities, as it includes two stories, which is inferior to one-story buildings. However, the subject includes open and private office areas, as well as multiple entrances from the exterior, which are desirable amenities for general office properties.

Deferred Maintenance: The subject property was built in 1996 and 2000, and is in average condition, and does not exhibit any signs of deferred maintenance, although is showing signs of physical deterioration.

Personal Property: No personal property, trade fixtures, or intangible items are included in my analysis.

W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS

***Taxes and Assessments***

**Taxing Authority** Village of Greenville

**Assessment Year** 2024

<b>Real Estate Assessment and Taxes</b>					
<b>Tax ID</b>	<b>Land</b>	<b>Improvements</b>	<b>Total</b>	<b>Tax Rate</b>	<b>Taxes</b>
111175901	\$593,200	\$7,581,100	\$8,174,300	\$11.86	\$102,949

<b>Real Estate Assessment Analysis</b>			
<b>Tax ID</b>	<b>Total</b>	<b>Equalization Ratio</b>	<b>Implied Value</b>
111175901	\$8,174,300	100.76%	\$8,112,300

**Comments**

According to the Village of Greenville and Outagamie County, there are no delinquent real estate taxes, and the property is fully assessed. The real estate tax amount includes storm water management and ambulance expenses. The assessed value of the subject property is above the as-is market value I conclude within this appraisal report. A possible reason for this discrepancy is an older assessment that does not adequately consider property and market conditions.

W6280 Aerotech Drive, Greenville (Appleton),  
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PROPERTY ANALYSIS

### ***Zoning***

The following table summarizes the subject's zoning requirements:

<b>LAND USE CONTROLS</b>	
Zoning Designation:	GC, General Commercial District with an AOD2, Airport Overlay District Zone 2
Zoning Description:	The GC, General Commercial District is intended to apply to commercial establishments, whether small- or large-scale, with either single or multiple buildings on a single parcel or lot. It is the intent of this district to encourage grouping of such commercial establishments providing curb, gutter, storm sewer, and connected to municipal water and sanitary sewer. Higher density residential uses may also be considered. The purpose of AOD2, airport overlay district zone 2 is to encourage the types of land development contiguous to the county airport which will be compatible with its operation. Zone 2 is subdivided in zones 2A and 2B. The dividing line between zones 2A and 2B begins at a point outward from the end of the runways for a distance of 1,850 feet and connecting at a point 10,000 feet from the end of each runway, excluding zone 1.
Current Use Legally Conforming:	The present use as a general office building is legally conforming, as a permitted use.
Zoning Change Likely:	A zoning change is unlikely.
Zoning Comments:	The subject's present use as a general office building is legally permitted use and appears to meet all applicable zoning requirements. The applicable portion of the zoning ordinance is included in the addendum to this report.

W6280 Aerotech Drive, Greenville (Appleton),  
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HIGHEST AND BEST USE ANALYSIS

## HIGHEST AND BEST USE ANALYSIS

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The term highest and best use, as used in this report, is defined as follows:

“The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.”<sup>6</sup>

Highest and best use analysis requires consideration of both the highest and best use of the site as though vacant and available for development, as well as the highest and best use as improved with any existing improvements. My analysis is discussed on the following pages.

### ***Highest and Best Use as If Vacant***

#### **Legally Permissible Uses:**

The local zoning ordinance specifies uses to which the subject site could be developed. The subject site is zoned GC, General Commercial District with an AOD2, Airport Overlay District Zone 2, which permits most retail and office uses. There is no reason to believe this will change in the foreseeable future. Furthermore, I am not aware of any historic district controls, environmental regulations, or private restrictions that would limit possible uses.

#### **Physically Possible Uses:**

The topography and soil conditions of the subject property are suitable for development. In addition, the land area is adequate for most improvements and would not limit development.

#### **Financially Feasible Uses:**

Considering the local economy, it is not financially feasible to develop the site until economic conditions improve. However, the long-range future of the subject property indicates an office development would be financially feasible.

#### **Maximally Productive Use:**

Considering local market demand and site restrictions, the highest land value can be attained by holding the site for future development. However, an office development would eventually provide for maximum productivity of the site once economic conditions improve and new construction becomes feasible.

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<sup>6</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 93.

W6280 Aerotech Drive, Greenville (Appleton),  
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HIGHEST AND BEST USE ANALYSIS

**Conclusion**

Based on the above considerations, the highest and best use of the subject property, as if vacant and available for development, is to hold for future office development at a point in time when adequate demand returns to the market.

***Highest and Best Use as Improved*****Legally Permissible Uses:**

The subject property is zoned GC, General Commercial District with an AOD2, Airport Overlay District Zone 2, which permits the present use as a general office building. The property appears to meet all applicable zoning requirements.

**Physically Possible Uses:**

The subject property consists of a 6.74-acre site improved with a two-story general office building including 52,629 square feet of gross building area (GBA). The building was built in multiple phases in 1996 and 2000 (per assessor), renovated throughout the lifespan, and is in average condition, with average quality building components and design. It is 100% heated, insulated, and air conditioned, with a wet sprinkler system. The building is built on a concrete slab with no basement space. The subject property is 100% vacant and is available for sale with an asking price of \$4,900,000. It has been listed for sale since October 2022. Given the physical characteristics of the improvements, the present use as a general office building is physically possible.

**Financially Feasible Uses:**

The present use of the subject property as a general office building is financially feasible. Any other use of the property would require significant construction costs and is not financially feasible. Therefore, the present use is the only financially feasible use.

**Maximally Productive Use:**

Based on the surrounding demographic profile, location, and historical use of the subject property, the present use as a general office building is maximally productive. This use results in the highest value of the subject property and is also capable of generating the most significant net operating income in its present state. Conversion to an alternative use would warrant significant construction costs.

**Conclusion**

Based on the above considerations, the highest and best use of the subject property, as improved, is the present use as a general office building. The most probable buyer is an owner-user, based on conversations with area brokers and typical buyer behavior in the market.

## VALUATION METHODOLOGY

Current appraisal theory includes consideration of several appraisal approaches, including a cost approach, sales comparison approach, and income capitalization approach. A specific appraisal assignment may use one or more of these valuation approaches. This decision is based on the type of property, the purpose of the appraisal, the definition of value, and the quality and quantity of data available for the analysis. A description of the approaches is discussed below.

### ***Cost Approach***

The cost approach is based on the theory that market participants value a property by examining the costs associated with purchasing a comparable site, and replacing or reproducing the existing improvements. This approach is most commonly used to estimate the market value of a proposed or recently constructed property, a special-purpose property, or a less frequently exchanged property.

The cost approach is performed in three steps. First, the land value must be estimated. Land value is estimated based on the conclusion of the subject's highest and best use as vacant and available for development. Next, the current costs to reconstruct or replace the improvements are derived from actual construction costs, cost manuals, or discussions with builders and contractors. The final step of the cost approach is to consider the amount of depreciation the subject's improvements have sustained, and to subtract this amount from the cost new.

### ***Sales Comparison Approach***

The sales comparison approach is based on the premise that market participants value a property based on the sale prices of similar properties (or comparable sales). This approach is most useful when there have been a significant number of recent sales and listings of similar properties.

In performing a sales comparison approach, an analysis of the degree of similarity between the subject property and the comparable properties is made. Initially, the following elements are considered: property rights conveyed, financing, conditions of sale, expenditures made immediately after the purchase of the property, and market conditions. An estimate of the impact that each of these initial elements has on the comparable properties in relation to the subject property is calculated. These adjustments (which can be positive or negative) are made to the sale price of each comparable property, and yield an interim adjusted sale price.

Finally, all other relevant elements of comparison, such as locational attributes, physical characteristics, economic factors, property use (zoning), and non-realty components (e.g., personal property, business concerns, or other items that do not constitute real property but are included in either the sale price of the comparable property or the ownership interest in the subject property) are grouped together. The impact that these factors have on the price of each comparable property is estimated. An adjustment quantifying this impact is applied to the interim adjusted sale prices of the comparables, and results in an indicated range of value for the subject property.

***Income Capitalization Approach***

The income capitalization approach is based on the premise that market participants measure the value of a property by calculating the present value of the future economic benefits associated with property ownership. Because it is based on projected cash flow streams, the income capitalization approach is most appropriate for income-generating properties.

There are two methods of income capitalization: direct capitalization and yield capitalization (also known as discounted cash flow analysis). In direct capitalization, net operating income is divided by an overall capitalization rate. In yield capitalization, the property's future income stream, including the annual cash flows and the eventual sale of the property (reversion), are discounted to a present value. The direct capitalization method is often more applicable for properties with relatively stable future cash flows, while the discounted cash flow method is often more applicable for properties with varying annual cash flows.

***Reconciliation of Value***

The final step of the appraisal process is to reconcile the values indicated by each approach. In doing so, the appraisal assignment, the applicability of the approaches, and the reliability of each approach are considered. In determining which approach offers the most dependable estimate of value, consideration is given to the quantity and quality of data incorporated in each approach. After appropriate consideration is given to each valuation approach, a final conclusion of value for the subject property is derived.

***Applicability of Approaches***

The cost approach is not applied as the age of the improvements makes the depreciation difficult to accurately measure. In addition, an investor in the subject property would not consider the cost approach relevant in a purchase decision.

The sales comparison approach is applied as there is adequate data to develop a market value estimate, and this approach reflects market behavior for this property type. This approach utilizes sales of reasonably similar facilities throughout the market. All the comparable sales would be considered by a typical market participant.

The income capitalization approach is applied as the subject could be an income producing property, and there is adequate data to develop a value estimate by this approach. This approach uses market rent and market expenses. The net operating income is then capitalized to a market value indication by a market supported cap rate.

The most probable buyer of the subject property is an owner-user who would only consider the income capitalization approach in their purchasing decision as a check of reasonableness against the sales comparison approach. Therefore, the sales comparison approach is a more reliable indication of market value for the subject property and is given the most weight.

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SALES COMPARISON APPROACH

## SALES COMPARISON APPROACH

The sales comparison approach is defined as:

"The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."<sup>7</sup>

The sales comparison approach is based on the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming costly delays are not encountered in making the substitution. The basic steps of the sales comparison approach are as follows:

1. Research the market for sales of properties;
2. Determine which sales are most appropriate to the analysis at hand;
3. Confirm the information;
4. Choose the appropriate unit of comparison;
5. Adjust for any differences; and
6. Reconcile the adjusted prices produced in the analysis into a single estimate of value or range of value for the subject property (if more than one unit of comparison is utilized).

### ***Improved Sales Analysis***

I have researched six sale comparables for this analysis. These sale comparables are documented on the following pages, preceded by a location map and summary grid. All information has been researched through numerous sources, and if possible, inspected, and verified by a party to the transaction.

As is typical for properties of this type, the sales comparison approach analysis is based on sale price per square foot of gross building area. Adjustments are made to the comparables to reflect differences affecting value, resulting in an adjusted sale price per square foot. There are limited recent nearby sales of office properties similar in size, condition, age, and quality to the subject property that were owner-occupied or vacant at the time of sale. Therefore, my search is expanded to include sales located over a large geographical area and dating back to 2022. All the comparables would be considered by a typical market participant.

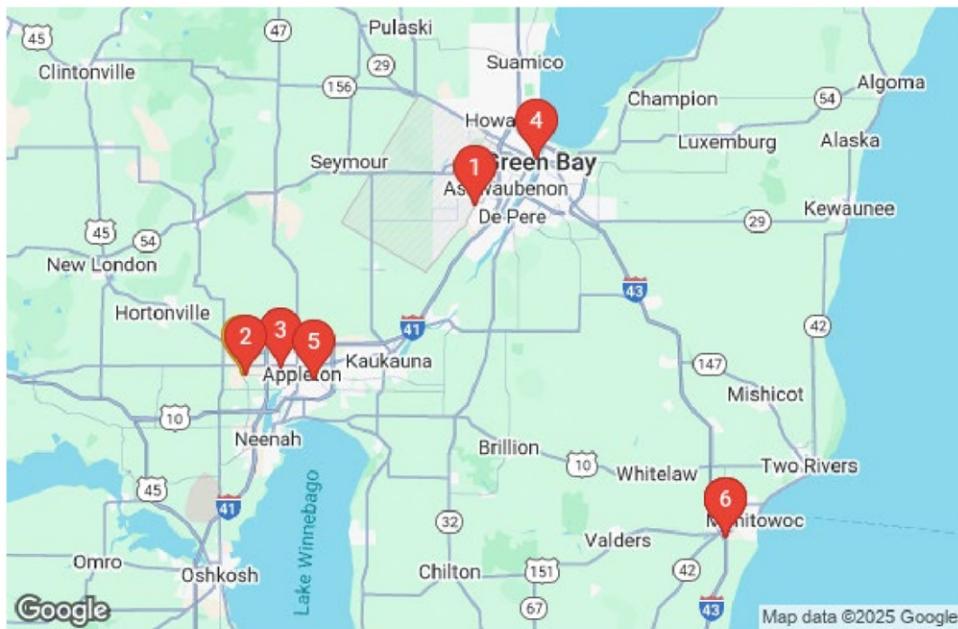
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<sup>7</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 175.

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SALES COMPARISON APPROACH

### Improved Sales Map



The location indicator for the Subject is behind the indicator for Comparable 2.

### Improved Sales Summary

Comp	Address	City	Date	Price	GBA	Price Per SF	Year Built
Subject	W6280 Aerotech Drive	Greenville (Appleton)	3/26/2025	N/A	52,629	N/A	1996, 2000
1	3500 Packerland Drive	Asheabonon	1/21/2025	\$2,500,000	145,033	\$17.24	2000
2	W6214 Aerotech Drive	Greenville	6/13/2024	\$1,900,000	30,737	\$61.81	1989
3	700 North Lynndale Drive	Grand Chute	11/6/2023	\$1,925,000	21,065	\$91.38	1998
4	164 North Broadway	Green Bay	8/16/2023	\$3,000,000	26,676	\$112.46	1900
5	1025 East South River Street	Appleton	2/2/2023	\$1,825,000	30,746	\$59.36	1950
6	2400 South 44th Street	Manitowoc	8/24/2022	\$2,600,000	34,000	\$76.47	2002

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SALES COMPARISON APPROACH

Comparable 1



Property Identification			
ID	9146	City	Ashebaubon
Property Type	Office Building	County	Brown
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	NA
Address	3500 Packerland Drive	Tax ID	VA-882 & VA-882-1
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	1/21/2025	Book/Page or Reference Doc	3085600
Price	\$2,500,000	Grantor	ARC ACAWBWI001, LLC
Financing	Cash to seller	Grantee	Park Place Holdings - 3500
Price	\$2,500,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$2,500,000	Marketing Period	Unknown
Price Per SF	\$17.24	Sale Verification Source	Buyer; Appraisal Files
Site			
Acres	26.86	Parking Spaces	876
Land SF	1,169,996	Parking Ratio GBA	6.04
Land to Building Ratio	8.07	Locational Features	Near arterials
Road Frontage	Packerland Drive	Other Land	None
Improvements			
GBA	145,033	Quality	Fair
No. of Buildings	1	Condition	Fair
No. of Stories	2	Exterior Wall	EIFS, Concrete Block
Year Built	2000	Basement Use and Finish	None
Actual Age	25	Basement Finish	None
Renovations	Various	Fire Sprinkler Type	100%
Construction	Wood	Other Improvements	Two-Story Building
Sale Comments			
This is the sale of a two-story general office building situated at the southwest corner of Packerland Drive and West Main Avenue, within the Village of Ashwaubenon, which is part of the Green Bay market area. Sale details were confirmed with buyer, who provided all sale information. The property was vacant at the time of sale. No special conditions or concessions influenced the sale price. Alliance Appraisal Group previously appraised the property. Asking price at the time of sale was not reported.			

W6280 Aerotech Drive, Greenville (Appleton),  
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SALES COMPARISON APPROACH

Comparable 2



Property Identification			
ID	7843	City	Greenville
Property Type	Office Building	County	Outagamie
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	Appleton/Fox Cities
Address	W6214 Aerotech Drive	Tax ID	111091302 & -800
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	6/13/2024	Book/Page or Reference Doc	2316337
Price	\$1,900,000	Grantor	Harris Building, LLC
Financing	Cash to seller	Grantee	ALF Rentals, LLC
Price	\$1,900,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$1,900,000	Marketing Period	Unknown
Price Per SF	\$61.81	Sale Verification Source	Appraisal files
Site			
Acres	4.41	Parking Spaces	100
Land SF	192,100	Parking Ratio GBA	3.25
Land to Building Ratio	6.25	Locational Features	Near arterials
Road Frontage	West College Avenue	Other Land	None
Improvements			
GBA	30,737	Quality	Average
No. of Buildings	1	Condition	Fair
No. of Stories	2	Exterior Wall	EIFS
Year Built	1989	Basement Use and Finish	None
Actual Age	35	Basement Finish	None
Renovations	Various	Fire Sprinkler Type	None
Construction	Wood	Other Improvements	Two-Story Building
Sale Comments			
This is the sale of a two-story general office building situated at the southwest corner of West College Avenue and Communication Drive, within the Town of Greenville, which is part of the Appleton/Fox Cities market area. Sale details were confirmed with broker, who provided all sale information. The property was purchased for owner-occupancy. No special conditions or concessions influenced the sale price. Alliance Appraisal Group appraised the property for the sale transaction.			

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## SALES COMPARISON APPROACH

Comparable 3



Property Identification			
ID	7673	City	Grand Chute
Property Type	Office Building	County	Outagamie
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	Appleton/Fox Cities
Address	700 North Lynndale Drive	Tax ID	101107800
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	11/6/2023	Book/Page or Reference Doc	2302932
Price	\$1,925,000	Grantor	Lynndale Avenue Property, LLC
Financing	Cash to seller	Grantee	700 Lynndale Drive, LLC
Price	\$1,925,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$1,925,000	Marketing Period	Unknown
Price Per SF	\$91.38	Sale Verification Source	Broker; Public Records
Site			
Acres	2.79	Parking Spaces	124
Land SF	121,532	Parking Ratio GBA	5.89
Land to Building Ratio	5.77	Locational Features	Near arterials
Road Frontage	North Lynndale Drive	Other Land	None
Improvements			
GBA	21,065	Quality	Average
No. of Buildings	1	Condition	Average
No. of Stories	2	Exterior Wall	Brick, metal
Year Built	1998	Basement Use and Finish	Partial, 4,000 SF (38% of First Floor)
Actual Age	25	Basement Finish	None
Renovations	Various	Fire Sprinkler Type	None
Construction	Wood	Other Improvements	Two-Story Building
Sale Comments			
This is the sale of a two-story general office building located along the east side of North Lynndale Drive, within the Town of Grand Chute, which is part of the Appleton/Fox Cities market area. Sale details were confirmed with broker, who provided all sale information. The property was purchased for owner-occupancy. No special conditions or concessions influenced the sale price. Asking price at the time of sale was \$2,100,000.			

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SALES COMPARISON APPROACH

Comparable 4



Property Identification			
ID	7416	City	Green Bay
Property Type	Office Building	County	Brown
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	Green Bay
Address	164 North Broadway	Tax ID	22007
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	8/16/2023	Book/Page or Reference Doc	3043787
Price	\$3,000,000	Grantor	L & T Investments, LLC
Financing	Cash to seller	Grantee	BLH Holdings, LLC
Price	\$3,000,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$3,000,000	Marketing Period	Unknown
Price Per SF	\$112.46	Sale Verification Source	Broker; Appraisal files
Site			
Acres	0.57	Parking Spaces	40
Land SF	24,739	Parking Ratio GBA	1.5
Land to Building Ratio	0.93	Locational Features	Central Business District (CBD)
Road Frontage	Hubbard Street & North Pearl	Other Land	None
Improvements			
GBA	26,676	Quality	Good
No. of Buildings	1	Condition	Good to Very Good
No. of Stories	3	Exterior Wall	Brick & concrete block
Year Built	1900	Basement Use and Finish	Mostly full (8,907 SF); Partial finish
Actual Age	123	Basement Finish	Partially finished
Renovations	Various	Fire Sprinkler Type	100%
Construction	Concrete block	Other Improvements	See comments
Sale Comments			
<p>This is the sale of a three-story general office building situated at the southwest corner of Hubbard Street and North Pearl Street, 100 feet east of North Broadway, within the City of Green Bay. Sale details were confirmed with broker, who provided all sale information. The basement is partially finished, but not included in the GBA calculation. Additional building amenities include an elevator, rooftop bar, and rooftop deck area. The property was purchased for owner-occupancy. No special conditions or concessions influenced the sale price. Alliance Appraisal Group appraised the property for the sale transaction.</p>			

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SALES COMPARISON APPROACH

Comparable 5



Property Identification			
ID	7174	City	Appleton
Property Type	Office Building	County	Outagamie
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	Appleton
Address	1025 East South River Street	Tax ID	314080900
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	2/2/2023	Book/Page or Reference Doc	2287335
Price	\$1,825,000	Grantor	JNJT Holdings, LLC
Financing	Cash to seller	Grantee	Lawrence University of Wisconsin
Price	\$1,825,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$1,825,000	Marketing Period	15 Months
Price Per SF	\$59.36	Sale Verification Source	Broker, Ms. Theresa Knuth
Site			
Acres	1.92	Parking Spaces	104
Land SF	83,770	Parking Ratio GBA	3.38
Land to Building Ratio	2.72	Locational Features	Near arterials
Road Frontage	East South River Street	Other Land	None
Improvements			
GBA	30,746	Quality	Good
No. of Buildings	1	Condition	Average to Good
No. of Stories	2	Exterior Wall	Concrete block
Year Built	1950	Basement Use and Finish	Partial (1,800 SF); Unfinished
Actual Age	73	Basement Finish	Unfinished
Renovations	Various	Fire Sprinkler Type	100%
Construction	Concrete block	Other Improvements	Two-Story Building
Sale Comments			
This is the sale of a two-story general office building situated at the southeast corner of East South River Street and West Avenue, within the City of Appleton. Sale details were confirmed with broker, who provided all sale information. The basement is largely finished, with the finished space included in the GBA calculation. The remaining unfinished space is not included in the GBA. The property was purchased for owner-occupancy. No special conditions or concessions influenced the sale price. Asking price at the time of sale was \$2,600,000.			

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Comparable 6



Property Identification			
ID	7009	City	Manitowoc
Property Type	Office Building	County	Manitowoc
Property Major Type	Office	State	WI
Property Sub Type	NA	MSA	NA
Address	2400 South 44th Street	Tax ID	See comments
Transaction Data			
Transaction Type	Closed Sale	Conveyance	Warranty Deed
Date	8/24/2022	Book/Page or Reference Doc	1255108
Price	\$2,600,000	Grantor	Nicolet National Bank
Financing	Cash to seller	Grantee	Lakeside Foods, Inc.
Price	\$2,600,000	Conditions of Sale	Arm's-length
Price Adjustment	NA	Property Rights	Fee Simple
Price	\$2,600,000	Marketing Period	138 days
Price Per SF	\$76.47	Sale Verification Source	Seller
Site			
Acres	8.19	Parking Spaces	63
Land SF	356,756	Parking Ratio GBA	1.85
Land to Building Ratio	10.49	Locational Features	Manitowoc Interstate frontage
Road Frontage	NA	Other Land	NA
Improvements			
GBA	34,000	Quality	Good
No. of Buildings	1	Condition	Good
No. of Stories	2	Exterior Wall	Glass & masonry
Year Built	2002	Basement Use and Finish	None
Actual Age	20	Basement Finish	None
Renovations	Various	Fire Sprinkler Type	100%
Construction	Steel frame	Other Improvements	Two-Story Building
Sale Comments			
This two-story Manitowoc office building with frontage on Interstate 43 was the former Investors Community Bank Headquarters. When Nicolet Bank bought Investors in June 2021, this building was listed for sale at \$2,600,000. It sold to Lakeside Foods for owner occupancy. No unusual sale conditions affected the price paid. Parcel numbers include 052-835-402-010 and 052-835-402-023.			

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SALES COMPARISON APPROACH

### **Improved Sales Adjustment Grid**

The comparable improved sales are analyzed and compared with the subject property. I consider adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

A sales adjustment grid is shown on the following page, which displays the subject property, the comparables, and the adjustments applied.

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## SALES COMPARISON APPROACH

Improved Sales Adjustment Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Address	W6280 Aerotech Drive	3500 Packerland Drive	W6214 Aerotech Drive	700 North Lyndale Drive	164 North Broadway	1025 East South River	2400 South 44th Street
City	Greenville (Appleton)	Ashebeulon	Greenville	Grand Chute	Green Bay	Appleton	Menomonee
Distance (Miles)	NA	23.5 NE	02 E	3.0 E	29.8 NE	5.8 E	41.7 SE
Date	3/26/2025	1/21/2025	6/13/2024	1/16/2023	8/16/2023	2/2/2023	8/24/2022
Price Adjustment	NA	\$2,500,000	\$1,900,000	\$1,925,000	\$3,000,000	\$1,825,000	\$2,600,000
Price	NA	\$0	\$0	\$0	\$0	\$0	\$0
GBA	52,629	145,033	30,737	21,065	26,676	30,746	34,000
Price Per SF	NA	\$17.24	\$61.81	\$91.38	\$112.46	\$59.36	\$76.47
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Cash to seller	Cash to seller	0.0%	Cash to seller	0.0%	Cash to seller	0.0%
Conditions of Sale	Arms-length	Arms-length	0.0%	Arms-length	0.0%	Arms-length	0.0%
Adjusted GBA Unit Price		\$17.24	\$61.81	\$91.38	\$112.46	\$59.36	\$76.47
Market Trends Through	3/26/2025	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted GBA Unit Price		\$17.24	\$61.81	\$91.38	\$112.46	\$59.36	\$76.47
Location	Average to Good	Interior	Similar	Similar	Similar	Similar	Interior
% Adjustment	20%	0%	0%	0%	0%	0%	10%
\$ Adjustment	\$3.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.65
Land to Building Ratio Calculation	5.58 to 1	8.07	6.25	5.77	0.93	2.72	10.49
% Adjustment	-1%	0%	0%	2%	1%	-2%	
\$ Adjustment	-\$0.17	\$0.00	\$0.00	\$2.25	\$0.59	\$1.53	
GBA	52,629	145,033	30,737	21,065	26,676	30,746	34,000
% Adjustment	18%	-4%	-6%	-5%	-4%	-4%	
\$ Adjustment	\$3.10	\$2.47	-\$5.48	\$5.62	-\$2.37	\$3.06	
Exterior Wall	Brick	EIFS, Concrete Block	EIFS	Brick, metal	Brick & concrete block	Concrete block	Glass & masonry
% Adjustment	2%	5%	2%	0%	0%	0%	
\$ Adjustment	\$0.34	\$3.09	\$1.83	\$0.00	\$0.00	\$0.00	
Actual Age	25.29	25	35	25	123	73	20
% Adjustment	(Wtd. Avg. 27)	0%	1%	0%	10%	5%	-1%
\$ Adjustment	\$0.00	\$0.62	\$0.00	\$11.25	\$2.97	\$0.76	
Condition	Average	Fair	Fair	Average	Good to Very Good	Average to Good	Good
% Adjustment	10%	10%	0%	-15%	-5%	-10%	
\$ Adjustment	\$1.72	\$6.18	\$0.00	-\$16.87	\$2.97	\$7.65	
Quality	Average	Fair	Average	Average	Good	Good	Good
% Adjustment	10%	0%	0%	-10%	-10%	-10%	
\$ Adjustment	\$1.72	\$0.00	\$0.00	\$11.25	\$5.94	\$7.65	
Fire Sprinkler Type	100%	100%	None	None	100%	100%	100%
% Adjustment	0%	2%	2%	0%	0%	0%	
\$ Adjustment	\$0.00	\$1.24	\$1.83	\$0.00	\$0.00	\$0.00	
Basement Use and Finish	None	None	None	Partial, 4,000 SF (36% of First Floor)	Mostly full (8,907 SF); Partial finish	Partial (1,800 SF); Unfinished	None
% Adjustment	0%	0%	2%	-5%	-2%	0%	
\$ Adjustment	\$0.00	\$0.00	-\$1.83	\$5.62	\$1.19	\$0.00	
Basement Finish	None	None	None	None	Partially finished	Unfinished	None
% Adjustment	0%	0%	0%	-10%	0%	0%	
\$ Adjustment	\$0.00	\$0.00	\$0.00	-\$11.25	\$0.00	\$0.00	
Parking Type	Paved	Paved	Paved	Paved	Paved	Paved	Paved
% Adjustment	0%	0%	0%	0%	0%	0%	
\$ Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Improvements	Two Stories & Elevator	Two-Story Building	Two-Story Building	Two-Story Building	See comments	Two-Story Building	Two-Story Building
% Adjustment	0%	0%	0%	-2%	0%	0%	
\$ Adjustment	\$0.00	\$0.00	\$0.00	\$2.25	\$0.00	\$0.00	
Adjusted GBA Unit Price		\$27.41	\$70.47	\$87.73	\$73.10	\$50.45	\$63.47
Comments	59.0%	14.0%	-4.0%	-35.0%	-15.0%	-17.0%	
Adjustments	61.0%	22.0%	12.0%	59.0%	27.0%	37.0%	

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SALES COMPARISON APPROACH

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### ***Improved Sales Adjustments***

#### **Property Rights**

The subject property represents fee simple property rights. All the comparable sales were vacant or owner-occupied at the time of sale. No adjustments are warranted.

#### **Financing**

All comparables utilized cash or financing equivalent to cash with the same assumed in a potential sale of the subject property. No adjustments are warranted.

#### **Conditions of Sale**

All comparables were arm's-length transactions. No adjustments are warranted.

#### **Market Trends**

This adjustment is intended to measure the result of any market condition changes between the sale date of the comparable and the effective date of my value conclusion. All comparables reflect current market conditions and are not adjusted.

#### **Location**

The subject property is situated at the northeast corner of Aerotech Drive and County Road CB, as well as the southeast corner of West College Avenue and County Road CB, within the Village of Greenville, Outagamie County, Wisconsin. West College Avenue, which is also known as County Road CA, leads immediately west to the Appleton International Airport, as well as two miles east to the intersection of Interstate 41, which is the main arterial within the market area. Interstate 41 leads north to Green Bay and south to Oshkosh, Fond du Lac, and Milwaukee. The Village of Greenville is part of the Appleton/Fox Cities and northeast Wisconsin market areas. Communities within the market area include Appleton, Combined Locks, Kimberly, Kaukauna, Buchanan, Harrison, Menasha, Neenah, Little Chute, Fox Crossing, Greenville, and Grand Chute. The subject has an average to good location, with average access to and visibility from Aerotech Drive, County Road CB, and West College Avenue. Comparables 2, 3, 4, and 5 have similar locations and are not adjusted. Comparables 1 and 6 have inferior locations and warrant varying adjustments.

#### **Land to Building Ratio Calculation**

The land to building ratio is the relationship of land size to building size. A higher land to building ratio results in more available land area not covered by buildings. The subject has a land to building ratio of 5.58 to 1. Comparables 2 and 3 are similar and are not adjusted. Comparables 1, 4, 5, and 6 are inferior or superior and warrant varying adjustments.

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SALES COMPARISON APPROACH

**Gross Building Area (GBA)**

A larger building typically sells for less per square foot than a smaller building based on the principle of economies of scale. The subject property includes about 52,629 square feet of gross building area (GBA). All the comparable sales are smaller or larger than the subject and warrant varying adjustments.

**Exterior Wall**

Masonry exterior wall coverings are superior to EIFS (Exterior Insulation Finishing System) or vinyl/wood wall coverings. The subject property includes brick exterior wall coverings. Comparables 4, 5, and 6 are similar and are not adjusted. Comparables 1, 2, and 3 are inferior and warrant varying upward adjustments.

**Actual Age**

The subject property was built in multiple phases in 1996 and 2000 (per assessor), indicating a chronological age range of 25 to 29 years, with a weighted average of 27 years. Comparables 1 and 3 are similar and are not adjusted. Comparables 2, 4, 5, and 6 are inferior or superior and warrant varying adjustments.

**Condition**

The subject property is in average condition. Comparable 3 is similar and is not adjusted. Comparables 1, 2, 4, 5, and 6 are inferior or superior and warrant varying adjustments.

**Quality**

The subject property is average quality building components and design. Comparables 2 and 3 are similar and are not adjusted. Comparables 1, 4, 5, and 6 are inferior or superior and warrant varying adjustments.

**Fire Sprinkler Type**

The subject property includes a wet sprinkler system for 100% of GBA. Comparables 1, 4, 5, and 6 are similar and are not adjusted. Comparables 2 and 3 are inferior and warrant upward adjustments.

**Basement Use and Finish**

The subject property does not include a basement. Comparables 1, 2, and 6 are similar and are not adjusted. Comparables 3, 4, and 5 are superior and warrant varying downward adjustments.

**Basement Finish**

The subject property does not include finished basement space. Comparables 1, 2, 3, 5, and 6 are similar and are not adjusted. Comparable 4 is superior and warrants a downward adjustment.

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SALES COMPARISON APPROACH

**Parking Type**

The subject property includes a paved parking area. All the comparable sales are similar. No adjustments are warranted.

**Other Improvements**

This adjustment accounts for additional amenities or building features not already accounted for in the adjustment process. The subject property is a two-story office building with an elevator, which is inferior to one-story buildings. Comparables 1, 2, 3, 5, and 6 are similar and are not adjusted. Comparable 4 is superior and warrants a downward adjustment.

***Conclusion of Sales Comparison Approach***

The adjusted prices of the comparable improved sales range from \$27.41 to \$87.73 per square foot of gross building area; the average is \$62.10, and the median is \$66.97 per square foot.

There are limited recent nearby sales of office properties similar in size, condition, age, and quality to the subject property that were owner-occupied or vacant at the time of sale. Therefore, my search is expanded to include sales located over a large geographical area and dating back to 2022. All the comparables would be considered by a typical market participant.

All the value indications are given equal weight in arriving at my final reconciled market value of \$64.50 per square foot. The concluded rate is between the average and median adjusted sale prices per square foot.

**As-Is Market Value**

<b>Indicated Market Value per Square Foot:</b>	\$64.50
<b>Subject Size (SF):</b>	52,629
<b>Indicated Market Value:</b>	\$3,394,571
<b>Rounded:</b>	\$3,395,000

**Three Million Three Hundred Ninety Five Thousand Dollars**

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INCOME CAPITALIZATION APPROACH

## INCOME CAPITALIZATION APPROACH

The income capitalization approach is defined as:

"A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."<sup>8</sup>

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and discounted cash flow (DCF) analysis.

### ***Methodology Applied***

Given the physical and financial characteristics of the subject property, and also bearing in mind typical buyer behavior, direct capitalization is considered the most appropriate income capitalization method for the subject property.

Direct capitalization is defined as:

"A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only a single year's income is used. Yield and value changes are implied but not identified."<sup>9</sup>

### ***Income / Occupancy Overview***

The subject property is 100% vacant. Therefore, I estimate the as-is market value of the fee simple interest utilizing market rent. The subject property is also available for lease at a rate of \$10.51 per square foot on a net basis. It is unknown if a tenant improvement allowance is included.

<sup>8</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 99.

<sup>9</sup> The Dictionary of Real Estate Appraisal, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 58.

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INCOME CAPITALIZATION APPROACH

**Market Rent**

In order to estimate an appropriate level of market rent for the subject property, I have investigated asking and contract rents of similar office properties within the market area that would likely compete with the subject property, summarized as follows. Due to the lack of available lease data for comparable office properties within the immediate market area, I have expanded my search to other communities.

ID	Address	Office Lease Comparables							
		Leasable Building Size (SF)	Space Available (SF)	% Vacant	Rent Per SF	Lease Terms	Lease Dates	Year Built	Condition
1	400 Reid Street De Pere, WI	20,986	0	0%	\$7.38 (Contract)	Net Equivalent	7/2011- 6/2031	2001	Good
2	203 & 207 Thilmany Road Kaukauna, WI	27,601	0	0%	\$7.67 (Contract)	Net	3/1/2016- 2/28/2026	1872	Good to Very Good
3	2001 Marathon Avenue Neenah, WI	46,937	0	0%	\$9.28 (Contract)	Net Equivalent	8/1/2022- 7/31/2027	1956- 1994	Excellent
4	1101-1111 East South River Street Appleton, WI	115,776	71,140	61%	\$9.50 (Asking)	Net	N/A	1950/ 2002	Good
5	602 North Waldoch Drive Appleton, WI	7,208	0	0%	\$10.43-\$10.54 (Contract)	Net Equivalent	4/2024- 3/2027	2002	Good
6	150 Main Street Menasha, WI	8,600	0	0%	\$10.50 (Contract)	Net	1/15/2022- 1/31/2027	1998	Very Good
7	4791 & 4797 West Grande Market Appleton, WI	12,831	0	0%	\$11.50 (Contract)	Net	5/15/2023- 5/14/2027	2000	Good to Very Good
8	711 Eisenhower Drive Kimberly, WI	15,106	0	0%	\$13.01 (Contract)	Net Equivalent	7/1/2023- 6/30/2028	2001	Very Good
9	5 Innovation Court Grand Chute, WI	73,362	31,140	42%	\$14.00 (Asking)	Net	N/A	1994	Good

The results of the rental survey shown above indicate a range in rents from \$7.38 to \$14.00 per square foot, all of which are on a net or net equivalent basis. Net lease agreements are based on the tenant being responsible for virtually all property related expenses except for replacement reserves and the cost of management. Reimbursed expenses (CAM) range from about \$2.00 to \$4.00 per square foot.

All the comparables exhibit many similar physical and locational attributes, and some of the comparables are asking rates in the market. There is typically room for negotiation in similar lease agreements resulting in a rent per square foot that is somewhat less than the asking rent.

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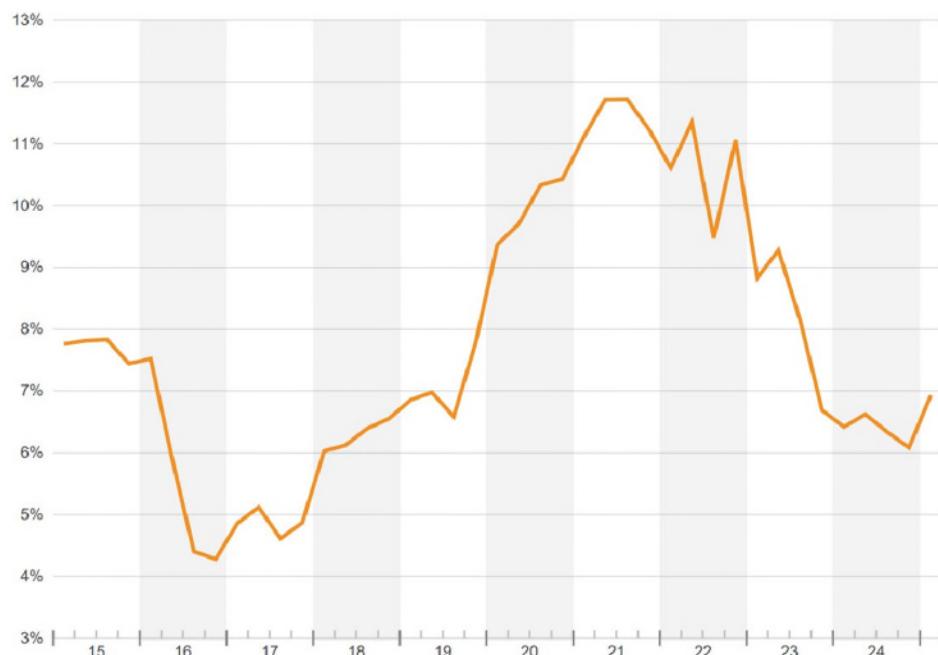
INCOME CAPITALIZATION APPROACH

No one comparable provides a more reliable indication of market rent for the subject. Based on the market study and considering the size, quality, condition, and locational attributes of the subject property in comparison to the rent comparables, I estimate market rent at \$8.00 per square foot, on a net basis, which is near the low-end of the range provided by the comparables. The market rent conclusion considers the various amenities of the subject property previously outlined. The market rent conclusion is also below the asking rate for the subject property.

### ***Vacancy and Collection Loss***

The CoStar office survey previously outlined in the market analysis section of this report shows an average office vacancy for the Appleton market is 8.1%. The following CoStar chart outlines average vacancy rates for office properties located within a ten-mile radius of the subject property over the last ten years. The CoStar analysis includes a sampling of 699 properties containing aggregate net rentable area of 11.1 million square feet, which indicates a current vacancy shown at 6.9% (prior period 6.4%), a ten-year average of 7.78%.

Vacancy Rate



In addition, the rental survey provided from a previous page indicates a quick synopsis of similar facilities within the market area of the subject property.

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INCOME CAPITALIZATION APPROACH

Based on the CoStar analytics, my personal observations in the immediate area, and conversations with area brokers, I project a vacancy and collection loss rate of 12% in my analysis. The concluded rate is above the figures provided by CoStar, as the subject is less desirable than most of the competing properties.

### ***Income and Expense Analysis***

My income and expense analysis assumes that any contemplated market lease will be written on a net basis with the tenant responsible for virtually all property related expenses except for replacement reserves and the cost of management.

#### **Projected Income**

Projected rental income is based on the estimated market rental rate of \$8.00 per square foot on a net basis, equating to \$421,032 in annual rental income. Expense reimbursements for real estate taxes and insurance total \$116,106. Expense reimbursements do not include expenses for utilities as they are billed directly to the tenant. Therefore, potential gross income is calculated at \$537,138. After a 12% deduction for vacancy and collection loss allowance, the effective gross income is calculated at \$472,681.

#### **Projected Expenses**

Projected expenses include real estate taxes, insurance, replacement reserves and management.

##### **Real Estate Taxes**

The subject property includes a total 2024 real estate tax obligation of \$102,949, or about \$1.96 per square foot of gross building area and is based on the assessor's fair market value of \$8,112,300, which is significantly higher than my market value conclusion (239% of my market value conclusion); however, it is too speculative to assume that the tax amount would be decreased in the foreseeable future. Therefore, the real estate taxes are based on the 2024 real estate tax amount of \$102,949.

##### **Insurance**

Generally, annual insurance expenses range from about \$0.10 to \$0.30 per square foot in similar facilities. Therefore, I project an annual insurance expense of \$0.25 per square foot.

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## INCOME CAPITALIZATION APPROACH

**Management**

Projected expenses that are not passed through to the tenant include the cost of management and replacement reserves. Typical management expenses range from approximately 1% to 6% of effective gross income. For the subject property, I estimate management at 3%.

**Replacement Reserves**

Replacement reserves, or capital reserves, include an allowance for the replacement of short-lived components, such as HVAC, parking lot, and roof. As shown, the range of replacement reserves indicated by Realty Rates for similar facilities is \$0.40 to \$1.00 per square foot, with a typical amount of \$0.72 per square foot. Therefore, I estimate the replacement reserve for the subject property at \$0.40 per square foot, which is the minimum amount shown.

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2025* SURVEYED RESERVE REQUIREMENTS										
Property Type	Per SF			Per Unit			% of EGI			
	Min.	Max.	Typical	Min.	Max.	Typical	Min.	Max.	Typical	
Apartments				\$170	\$500	\$464				
Golf				\$1,300	\$8,000	\$3,689	2.0%	4.5%	3.2%	
Health Care/Senior Housing				\$285	\$775	\$433				
Industrial	\$0.30	\$1.00	\$0.65							
Lodging							4.0%	8.5%	4.6%	
Mobile Home/RV Park				\$40	\$325	\$180	2.0%	5.5%	4.2%	
Office	\$0.40	\$1.00	\$0.72							
Restaurants							2.0%	5.5%	3.2%	
Retail	\$0.40	\$1.25	\$0.82							
Self-Storage	\$0.35	\$0.90	\$0.75	\$40	\$225	\$141				
Special Purpose	\$0.35	\$1.25	\$0.85							

\*4th Quarter 2024 Data

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Based on the income and expenses as discussed previously, the resulting net operating income (NOI) is \$321,343.

**Capitalization Rate**

The capitalization rate is the factor that converts the stabilized net operating income (NOI) to a present value. It is the ratio of net income to value or sale price.

Multiple techniques are utilized for deriving an overall capitalization rate for direct capitalization including extraction from comparable sales, band of investment method, debt coverage ratio analysis and review of investor surveys.

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INCOME CAPITALIZATION APPROACH

### Market Extracted Rates

Due to the lack of cap rate information from the sales applied in the sales comparison approach, I include cap rates from other area office sales. These cap rates are outlined in the following table.

Office Capitalization Rates							
Comparable	Address	City	Use	Price	Date	NOI	Cap Rate
1	477 South Nicolet Road	Grand Chute	General Office	\$675,000	4/30/2025	\$53,944	7.99%
2	510 North 17th Avenue	Wausau	General Office	\$2,100,000	8/28/2024	\$168,000	8.00%
3	2950 Universal Court	Oshkosh	General Office	\$696,000	8/15/2024	\$52,837	7.59%
4	4650 West Spencer Street	Grand Chute	General Office	\$1,486,331	7/30/2024	\$122,027	8.21%
5	315 Burton Road	New London	General Office	\$594,000	4/30/2024	\$47,574	8.01%
6	1414 North Taylor Drive	Sheboygan	Medical/General Office	\$8,300,000	11/15/2023	\$597,467	7.20%
7	1337 Royalton Street	Waupaca	General Office	\$725,000	10/31/2023	\$58,214	8.03%
8	2417 & 2419 Post Road	Stevens Point	General Office	\$1,010,000	10/15/2023	\$89,176	8.83%
9	3416 North Association Drive	Appleton	General Office	\$360,000	9/28/2023	\$31,513	8.75%
10	114-118 South Adams Street	Green Bay	General Office	\$2,700,000	6/21/2023	\$214,094	7.93%
11	711 Eisenhower Drive	Kimberly	General Office	\$1,600,000	4/30/2023	\$170,347	10.65%
12	201 Doty Street	Green Bay	General Office	\$2,600,000	4/6/2023	\$218,920	8.42%
13	1101, 1107, 1111 East South River Street	Appleton	General Office	\$8,750,000	3/30/2023	\$870,746	9.95%
14	446 North Westhill Boulevard	Appleton	General Office	\$1,200,000	3/1/2023	\$90,814	7.57%

The cap rates shown above range from 7.20% to 10.65%, and average 8.37%.

### Band of Investment

This technique utilizes lender and real estate investor investment criteria to develop, or synthesize a capitalization rate. There are four key inputs necessary for this method:

1. The loan-to-value ratio (M)
2. The mortgage interest rate (i)
3. The loan term (n)
4. The equity cap rate or equity dividend rate ( $R_E$ )

The mortgage variables are used to build the mortgage constant ( $R_M$ ), which is the total amount of the payments made in one year, expressed as a percentage of the original loan amount.

$$\text{Payments} \times 12 / \text{Original Loan Amount} = \text{Mortgage Constant} (R_M)$$

The equity cap rate is the annual return to the investor, expressed as a percent of the original amount invested. The annual return to the investor is also known as the equity dividend rate; it is the profit remaining after debt service and all other expenses.

$$\text{After Debt Service Profit} / \text{Equity Investment} = \text{Equity Cap Rate} (R_E)$$

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Note that the equity cap rate is not the same (usually, that is) as the equity yield rate. The equity yield rate reflects the total return to the investor over the life of the investment. Factors such as appreciation and mortgage pay down affect and usually increase this return to a point higher than the equity dividend rate. In markets where substantial appreciation is expected, investors will often accept a low or even negative equity dividend rate, anticipating a compensating payoff when the property is eventually sold. In markets where little appreciation is expected, much more weight is given to the annual equity dividend.

Formula:

$$\begin{aligned} R_M \times M &= \text{rate} \\ R_E \times (1-M) &= \text{rate} \\ &= \text{Cap Rate (R}_0\text{)} \end{aligned}$$

**Debt Coverage Ratio Analysis**

This technique develops a capitalization rate based on typical mortgage terms. There are four variables necessary for this method:

1. The loan-to-value ratio (M)
2. The mortgage interest rate (i)
3. The loan term (n)
4. The debt coverage ratio (DCR)

Items 1 through 3 are discussed above under the Band of Investment section. In this method it is also used to develop the mortgage constant ( $R_M$ ). The debt coverage ratio is the factor by which income exceeds debt on an annual basis.

Formula:

$$\begin{aligned} \text{Debt Coverage Ratio} \times \text{Loan to Value Ratio} \times \text{Mortgage Constant} &= R_0 \\ \text{or: DCR} \times M \times R_M &= R_0 \end{aligned}$$

I have researched mortgage rates and terms typical for the subject within the market area. The table below details the band of investment and debt coverage ratio analyses calculations.

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INCOME CAPITALIZATION APPROACH

**Capitalization Rate Calculations**

**Capitalization Rate Variables**

Mortgage Interest Rate	7.50%
Loan Term (Years)	25
Loan To Value Ratio	70.00%
Debt Coverage Ratio	1.2
Equity Dividend Rate	12.00%

**Band of Investment Analysis**

		Loan Ratio	Contributions	
Mortgage Constant	0.088678941	x 70.00%	=	6.21%
Equity Dividend Rate	12.00%	x 30.00%	=	3.60%
			<b>Band of Investment Capitalization Rate</b>	<b>9.81%</b>

**Debt Coverage Ratio Analysis**

Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant	
1.2 x 0.7 x 0.0886789413356951	= 7.45%
	<b>Debt Coverage Ratio Capitalization Rate</b> <b>7.45%</b>

**Survey Data**

According to the 1<sup>st</sup> Quarter 2025 Realty Rates Investor Survey, cap rates for office properties range from 5.93% to 13.59%, and average 9.67%. The results of this survey are shown as follows.

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2025*						
OFFICE - ALL TYPES						
Item	Input	DCR Technique			OAR	
<b>Minimum</b>						
Spread Over 10-Year Treasury	1.05%	DCR Technique	1.10	0.06159	0.80	<b>5.38</b>
Debt Coverage Ratio	1.10	<b>Band of Investment Technique</b>				
Interest Rate	5.41%	Mortgage	50%	0.06159	0.040927	
Amortization	40	Equity	20%	0.070950	0.014190	
Mortgage Constant	0.06159	OAR				<b>6.31</b>
Loan-to-Value Ratio	80%	<b>Surveyed Rates</b>				<b>5.93</b>
Equity Dividend Rate	7.10%					
<b>Maximum</b>						
Spread Over 10-Year Treasury	6.70%	DCR Technique	2.15	0.136844	0.50	<b>14.71</b>
Debt Coverage Ratio	2.15	<b>Band of Investment Technique</b>				
Interest Rate	11.06%	Mortgage	50%	0.136844	0.068422	
Amortization	15	Equity	50%	0.152385	0.076183	
Mortgage Constant	0.136844	OAR				<b>14.46</b>
Loan-to-Value Ratio	50%	<b>Surveyed Rates</b>				<b>13.59</b>
Equity Dividend Rate	15.24%					
<b>Average</b>						
Spread Over 10-Year Treasury	3.38%	DCR Technique	1.63	0.085845	0.68	<b>9.42</b>
Debt Coverage Ratio	1.63	<b>Band of Investment Technique</b>				
Interest Rate	7.74%	Mortgage	60%	0.085845	0.057945	
Amortization	30	Equity	33%	0.115728	0.037612	
Mortgage Constant	0.085845	OAR				<b>9.56</b>
Loan-to-Value Ratio	67.5%	<b>Surveyed Rates</b>				<b>9.67</b>
Equity Dividend Rate	11.57%					

\*4th Quarter 2024 Data

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### ***Capitalization Rate Conclusion***

Based on the information outlined, the appropriate capitalization rate for the subject property is 9.50%, which is 113 basis points above the average extracted from the comparable sales provided, although within the range. This rate considers the location, use, and desirability of the subject within the market area. The elevated interest rates are putting upward pressure on cap rates, which is not yet reflected in the market cap rates shown. This rate considers the physical and locational characteristics of the subject and is adequately supported by the methods and market data applied. This also considers the risk of getting the real estate tax amount reduced.

### ***Direct Capitalization***

Income Capitalization Analysis					
Unit/Space Type	Income	Method	Units/SF	Annual	% of PGI
Market Rent	\$8.00	\$/SF/Year	52,629	\$421,032	78.4%
Expense Reimbursements				\$116,106	21.6%
			Potential Gross Income:	\$537,138	100.0%
			Vacancy & Collection Loss 12.00%	\$64,457	
			Effective Gross Income (EGI):	\$472,681	88.0%
Expense	Amount	Method	Annual	\$/SF	
Taxes	\$102,949	\$/Year	\$102,949	\$1.96	
Insurance	\$0.25	\$/SF	\$13,157	\$0.25	
Management	3%	% of EGI	\$14,180	\$0.27	
Replacement Reserves	\$0.40	\$/SF	\$21,052	\$0.40	
		Total Expenses:	\$151,338	\$2.88	
		Net Operating Income (NOI):	\$321,343	\$6.11	
		Capitalization Rate:	9.50%		
		Value (NOI/Cap Rate):	\$3,382,562	\$64.27	
		Rounded:	\$3,385,000	\$64.32	

### ***Stabilization Calculations***

Given that the most probable buyer is an owner-occupant, and my analysis assumes a ready tenant is available for immediate occupancy of the subject property, I make no stabilization adjustment for lease up.

### ***Conclusion of Income Capitalization Approach***

Based on the analysis detailed on the previous pages, the income capitalization approach results in an as-is market value indication of:

**\$3,385,000**

**Three Million Three Hundred Eighty Five Thousand Dollars**

## RECONCILIATION AND FINAL VALUE OPINION

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

### ***Market Value Indications***

MARKET VALUE INDICATIONS	
	As-Is
Cost Approach:	N/A
Sales Comparison Approach:	\$3,395,000
Income Capitalization Approach:	\$3,385,000

### **Cost Approach**

A cost approach was not applied as the age of the improvements makes the depreciation difficult to accurately measure. In addition, an investor in the subject property would not consider the cost approach relevant in a purchase decision.

### **Sales Comparison Approach**

A sales comparison approach was applied because there is adequate data to develop a market value estimate, and this approach reflects market behavior for this property type. This approach utilizes sales of reasonably similar facilities throughout the market. All the comparable sales would be considered by a typical market participant.

### **Income Capitalization Approach**

An income capitalization approach was applied because the subject could be an income producing property, and there is adequate data to develop a value estimate by this approach. This approach uses market rent and market expenses. The net operating income is then capitalized to a market value indication by a market supported cap rate.

The most probable buyer of the subject property is an owner-user who would only consider the income capitalization approach in their purchasing decision as a check of reasonableness against the sales comparison approach. Therefore, the sales comparison approach is a more reliable indication of market value for the subject property and is given the most weight.

***Market Value Conclusion***

Based on the data and analyses developed in this appraisal, I have reconciled to the following market value conclusion, subject to the Assumptions and Limiting Conditions and Extraordinary Assumptions, presented in this appraisal.

	As-Is
Market Value Conclusion:	\$3,395,000
Effective Date:	March 26, 2025
Property Rights:	Fee Simple
Premise:	Current

*This appraisal assignment is based on the extraordinary assumption that all physical and financial information provided by the broker, Mr. Tim Ceman, and the assessor, is accurate. If any of this information is found to be inaccurate, I reserve the right to amend this appraisal. The use of this extraordinary assumption may have affected the assignment results.*

*There are no hypothetical conditions applied in this appraisal.*

***Exposure Time and Marketing Time*****Exposure Time**

Exposure time is defined as:

"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."<sup>10</sup>

Estimated exposure time of the subject, at my opinion of the market value, is 18 to 24 months considering a reasonable and diligent marketing effort has been made. This estimate is based on the physical and financial characteristics of the subject property, review of national investor surveys, discussions with market participants, and information gathered during the sales verification process.

**Marketing Time**

Marketing time is defined as:

"An opinion of the amount of time it would likely take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."<sup>11</sup>

Estimated marketing time of the subject, at my opinion of the market value, is 18 to 24 months considering a reasonable and diligent marketing effort is made. This estimate is based on the physical and financial characteristics of the subject property, review of national investor surveys, discussions with market participants, and information gathered during the sales verification process.

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<sup>10</sup> Uniform Standards of Professional Appraisal Practice (USPAP), 2016-2017 ed. (Washington DC: The Appraisal Foundation, 2016), 286.

<sup>11</sup> Uniform Standards of Professional Appraisal Practice (USPAP), 2016-2017 ed. (Washington DC: The Appraisal Foundation, 2016), 287.

W6280 Aerotech Drive, Greenville (Appleton),  
WI

ASSUMPTIONS AND LIMITING CONDITIONS

Acceptance of and/or use of this report constitutes acceptance of the following assumptions and limiting conditions; these can only be modified by written documents executed by both parties.

“Report” means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

“Property” means the subject of the Report.

“Appraiser(s)” means the employee(s) of Alliance Appraisal Group, Ltd. who prepared and signed the Report.

1. No opinion is intended to be express and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
2. The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Alliance Appraisal Group, Ltd. shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Alliance Appraisal Group, Ltd. any inaccuracies or errors that it believes are contained in the Report.
3. The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
4. The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analysis. Publication of the Report or any portion thereof without the prior written consent of Alliance Appraisal Group, Ltd. is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it is prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Alliance Appraisal Group, Ltd.’s prior written notice. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Alliance Appraisal Group, Ltd. in writing to use or rely thereon, hereby agrees to indemnify and hold Alliance Appraisal Group, Ltd., its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys’ fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**ASSUMPTIONS AND LIMITING CONDITIONS**

5. Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
6. The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
7. The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Alliance Appraisal Group, Ltd. assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
8. The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity of completeness of lease information provided by others. Alliance Appraisal Group, Ltd. recommends that legal advice be obtained regarding the interpretation of lease provisions in the contractual rights of parties.
9. The forecast of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Alliance Appraisal Group, Ltd. make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
10. Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials on or about the Property was not considered in arriving at the opinion of value. These materials may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Alliance Appraisal Group, Ltd. recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
11. Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Alliance Appraisal Group, Ltd. recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.

W6280 Aerotech Drive, Greenville (Appleton),  
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**ASSUMPTIONS AND LIMITING CONDITIONS**

12. If the Report is submitted to a lender or investor with the prior approval of Alliance Appraisal Group, Ltd., such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this report.
13. If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Alliance Appraisal Group, Ltd., its employees and Appraiser have no liability to such recipients. Alliance Appraisal Group, Ltd. disclaims any and all liability to any party other than the party that retained Alliance Appraisal Group, Ltd. to prepare the Report.
14. Any estimate of insurable value, if included within the agreed upon scope of work and presented within this report, is based upon figures derived from a national cost estimating service and is developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from my estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, I strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage for replacing any structure. This analysis should not be relied upon to determine insurance coverage. Furthermore, I make no warranties regarding the accuracy of this estimate.
15. By use of this Report, each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions, and Extraordinary Assumptions stated herein.

W6280 Aerotech Drive, Greenville (Appleton),  
WI

CERTIFICATION

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. No one provided significant real property appraisal assistance to the person(s) signing this certification.
9. I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
10. The appraiser has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
11. Eric Kawski, MAI has made a personal inspection of the subject property.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

W6280 Aerotech Drive, Greenville (Appleton),  
WI

CERTIFICATION

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, Eric Kawski, MAI has completed the continuing education program of the Appraisal Institute.



Eric J. Kawski, MAI  
WI Certified General Appraiser 1947-010  
eric@allianceappraisal.com

W6280 Aerotech Drive, Greenville (Appleton),  
WI

**ADDENDA**

**ADDENDA**

<b>ADDENDUM A:</b>	<b>ENGAGEMENT LETTER</b>
<b>ADDENDUM B:</b>	<b>ZONING ORDINANCE</b>
<b>ADDENDUM C:</b>	<b>APPRAISER QUALIFICATIONS</b>
<b>ADDENDUM D:</b>	<b>APPRAISER LICENSE</b>

**ADDENDUM A**  
**Engagement Letter**



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4321 West College Avenue, Suite 200  
Appleton, WI 54914

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Phone: (920) 460-9005  
Fax: (920) 460-9006  
[www.allianceappraisal.com](http://www.allianceappraisal.com)

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March 6, 2025

Mr. Andrew Lewis  
W6280 Convergys, LLC  
475 South San Antonio Road  
Los Altos, CA 94022

Re: Appraisal Engagement Letter  
W6280 Aerotech Drive  
Appleton, WI 54914  
Parcel 111175901

Dear Mr. Lewis:

The details of our proposal for the referenced appraisal are outlined below. We will provide one market value appraisal of the real estate only. Please review these details, and then sign and email the engagement letter back to me. As with all new private clients, we request payment in advance before we can begin our work. Please mail this check to the address shown above, and feel free to call me with any questions.

Respectfully submitted,  
Alliance Appraisal Group, Ltd.

A handwritten signature in black ink, appearing to read "Eric J. Kawska".

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Eric J. Kawska, MAI  
President  
WI Certified General Appraiser 1947-010  
[eric@allianceappraisal.com](mailto:eric@allianceappraisal.com)

Appraisal Engagement Letter  
Mr. Andrew Lewis  
March 6, 2025  
Page 2

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**REPORT TYPE**

Appraisal Report, as defined by USPAP.

**DELIVERY DATE**

Within about three weeks of receiving signed engagement letter, requested information, and retainer check.

**DELIVERY METHOD**

E:mail

**NUMBER OF COPIES**

PDF

**APPRAISAL FEE**

**RETAINER**

As with all new private clients, we request a retainer of [REDACTED] before we can begin our work.

**PROPERTY CONTACT**

Mr. Tim Ceman; (920)-993-9065, tim@drifkagroup.com

**INTEREST VALUED**

Fee Simple

**INTENDED USERS**

Ownership

*Note: No other users are intended. Appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal report.*

**INTENDED USE**

Determine a sale price for a potential sale

**TYPE OF VALUE**

Market value as defined by the Appraisal Institute.

**DATE OF VALUE**

As is on date of inspection

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

None anticipated

Appraisal Engagement Letter  
Mr. Andrew Lewis  
March 6, 2025  
Page 3

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**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)**

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

**ANTICIPATED SCOPE OF WORK**

On-site inspection, market research and analysis, preparation of appraisal report

**VALUATION APPROACHES CONSIDERED (AND APPLIED AS APPROPRIATE)**

Cost, Sales Comparison, and Income Capitalization Approach

*Appraiser shall use all approaches necessary to develop a credible opinion of value.*

**CONFIDENTIALITY**

Appraiser shall not provide a copy of the written appraisal report to, or disclose the results of the appraisal prepared in accordance with this agreement with, any party other than client, unless client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this agreement shall necessitate a new agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement.

**CANCELLATION**

Client may cancel this agreement at any time prior to the appraiser's delivery of the appraisal report upon written notification to the appraiser. Client shall pay appraiser for work completed on assignment prior to appraiser's receipt of written cancellation notice, unless otherwise agreed upon by appraiser and client in writing.

**NO THIRD PARTY BENEFICIARIES**

Nothing in this agreement shall create a contractual relationship between the appraiser or the client and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third party beneficiary of this agreement, including, but not limited to, any third parties identified herein.

**USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this agreement, client agrees that appraiser's assignment pursuant to this agreement shall not include the appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative

Appraisal Engagement Letter  
Mr. Andrew Lewis  
March 6, 2025  
Page 4

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proceeding relating to this assignment. Any work performed in this regard after delivery of the appraisal report will be billed at our hourly rate.

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this assignment will serve to facilitate any specific objective by client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**EXPIRATION OF AGREEMENT**

This agreement is valid only if signed by both appraiser and client within 3 days of the date of agreement specified.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this agreement shall be governed by the laws of the State of Wisconsin, exclusive of any choice of law rules.

Mr. Andrew Lewis  
Client Signature

3/9/2025  
Date

Andrew A. Lewis  
Printed Name

**ADDENDUM B**  
**Zoning Ordinance**

*Village of Greenville, WI  
Monday, March 31, 2025*

## Chapter 320. Zoning

### Part 320-500. District Regulations

#### Article II. District Purposes

##### § 320-502. Purposes established.

- A. AGD General Agricultural District. This district is intended to maintain open land areas predominantly devoted to farming and agricultural related uses. It is anticipated while certain areas within this district may eventually be used for nonagricultural uses, the intensity of development will remain significantly limited due to a lack of urban facilities and services.
- B. AGD-FP General Agricultural Farmland Preservation Overlay District. This district provides for the conservation and protection of lands planned for farmland preservation in the Outagamie County Farmland Preservation Plan. This overlay district will only be applied to areas planned for farmland preservation in the Outagamie County Farmland Preservation Plan and mapped/zoned over the underlying AGD base district. This district is further intended to comply with standards contained in Chapter 91, Wis. Stats., to permit eligible landowners to receive tax credits under § 71.09, Wis. Stats., in connection with their agricultural operations. All properties that receive a rezone from this district will automatically be taken out of the farmland preservation overlay and will be tracked to provide DATCP an annual audit by March 1 of every year pursuant to § 91.48(2), Wis. Stats.
- C. OS Open Space District. This district is intended to maintain open space focused on natural features, such as lakes, rivers, streams, wetlands, woodlands, prairies, active and passive recreation, and functional features, such as stormwater management facilities.
- D. RR Rural Residential District. This district is intended to provide limited opportunities for scattered site rural residential development. Scattered site residential development is a permitted use for existing lots of record and a special exception use for newly created lots by Certified Survey Map (CSM).
- E. R1 Single-Family Residential District. This district is intended to provide for a more urban single-family detached residential development style within platted subdivisions providing curb, gutter, storm sewer, and connected to municipal water and sanitary sewer.
- F. R2 Two-Family Residential District. This district is intended to provide for medium-density residential development with an emphasis on two-family residential uses with a more urban residential development style within platted subdivisions providing curb, gutter and storm sewer and connected to municipal water and sanitary sewer.
- G. R3 Multifamily Residential District. This district is intended to provide for medium- to high-density residential areas with an emphasis on multifamily or apartment development with a more urban residential development style providing curb, gutter and storm sewer and connected to municipal water and sanitary sewer.
- H. R4 Attached Single-Family Residential District. This district is intended to provide for medium- to high-density residential areas with an emphasis on attached single-family or townhome/row home

development with a more urban residential development style providing curb, gutter and storm sewer and connected to municipal water and sanitary sewer.

- I. MH Mobile/Manufactured Home Park District. This district is intended to permit mobile/manufactured homes as permitted by the Wisconsin Administrative Code.
- J. INST Institutional District. This district is intended to provide for public and quasi-public institutional organizations, such as government, schools, utilities, nonprofits, and other similar uses.
- K. NC Neighborhood Commercial District. This district is intended to apply to small-scale, neighborhood-oriented commercial, retail and service establishments, either freestanding or in a small clusters, providing curb, gutter, storm sewer, and connected to municipal water and sanitary sewer. Higher density residential uses may also be considered.
- L. GC General Commercial District. This district is intended to apply to commercial establishments, whether small- or large-scale, with either single or multiple buildings on a single parcel or lot. It is the intent of this district to encourage grouping of such commercial establishments providing curb, gutter, storm sewer, and connected to municipal water and sanitary sewer. Higher density residential uses may also be considered.
- M. IND Industrial District. This district is intended for a mix of office, commercial, manufacturing, warehousing, wholesaling, distribution, and closely related uses in a commercial/business/industrial park setting. It is further the intent of this district that it be so located in relation to major thoroughfares so as resulting traffic generated by industrial activity will not be channeled through residential areas.
- N. AD Airport District. This district is intended to recognize that the Appleton International Airport is a unique land use and must adhere to the recommendations of the airport master plan.<sup>[1]</sup>  
[Amended 8-14-2024 by Ord. No. 6-24]  
[1] *Editor's Note: Former Subsection O, CP Planned Commercial District, and Subsection P, BP Business Park District, which immediately followed this subsection, were repealed 9-27-2021 by Ord. No. 10-21.*
- O. S Shoreland District: See § **320-802**.  
[Added 2-22-2021 by Ord. No. 03-21]
- P. SW Shoreland-Wetland District: See § **320-902**.  
[Added 2-22-2021 by Ord. No. 03-21]
- Q. FW Floodway District: See Part **320-1000**, Article **III**.  
[Added 2-22-2021 by Ord. No. 03-21]
- R. FF Floodfringe District: See Part **320-1000**, Article **IV**.  
[Added 2-22-2021 by Ord. No. 03-21]
- S. FP Floodplain District: See § **320-1019**.  
[Added 2-22-2021 by Ord. No. 03-21]
- T. FS Flood Storage District: See § **320-1020**.  
[Added 2-22-2021 by Ord. No. 03-21]

Subdivision IV. - AOD2 - Airport Overlay District Zone 2

Sec. 10-607. - Purpose, permitted uses and structures.

- (a) *Purpose.* The purpose of AOD2, airport overlay district zone 2 is to encourage the types of land development contiguous to the county airport which will be compatible with its operation. Zone 2 is subdivided in zones 2A and 2B. The dividing line between zones 2A and 2B begins at a point outward from the end of the runways for a distance of 1,850 feet and connecting at a point 10,000 feet from the end of each runway, excluding zone 1.
- (b) *Permitted uses and structures.* Permitted uses and structures are as follows:
  - (1) Agricultural.
  - (2) Light recreational (non-spectator).
- (c) *Land use matrix.* Permitted uses and structures must be compatible as determined by the land use matrix included as an appendix to this chapter.

(Code 1992, § 21.53(3)(a); Ord. No. Z-11-99, § 21.53, 7-13-1999; Res. No. Z-1-2003-2004, § 7.2, 2-24-2004; Ord. No. G-2011-12, 1-24-2012; Ord. No. Z-5-2024-25, 10-22-2024)

Sec. 10-608. - Special uses.

- (a) *Special uses of AOD2, airport overlay district zone 2* are as follows:
  - (1) Residential, provided it is the principal premises of a farm operation which exceeds 35 acres or if it is within zone 2B at a density of not more than one unit per two acres of land and occupying not more than 50 percent of the lot area.
  - (2) Commercial and industrial uses provided the provisions in section 10-586 are met.
- (b) *Land use matrix.* Special uses must be compatible as determined by the land use matrix included as an appendix to this chapter.

(Code 1992, § 21.53(3)(c); Ord. No. Z-11-99, § 21.53, 7-13-1999; Res. No. Z-1-2003-2004, § 7.2, 2-24-2004; Ord. No. G-2011-12, 1-24-2012; Ord. No. Z-5-2024-25, 10-22-2024)

Sec. 10-609. - Prohibited uses and structures.

Prohibited uses and structures of AOD2, airport overlay district zone 2 are as follows:

- (1) Residential, except as provided in subsection 10-608(1).
- (2) Prohibited uses and structures as provided in subsections 10-565(2) through (4).

(Code 1992, § 21.53(3)(d); Ord. No. Z-11-99, § 21.53, 7-13-1999; Res. No. Z-1-2003-2004, § 7.2, 2-24-20044; Ord. No. G-2011-12, 1-24-2012)

Secs. 10-610—10-628. - Reserved.

**ADDENDUM C**  
**Appraiser Qualifications**

**ERIC J. KAWSKI, MAI**

**EMPLOYMENT:**

- President, Alliance Appraisal Group, Ltd, Appleton WI (2024-Present)
- Vice President, Alliance Appraisal Group, Ltd, Appleton WI (2014-2023)
- Commercial Appraiser, L.A. Duesterbeck & Associates, Appleton WI (2010-2014)
- Residential/Commercial Appraiser, Appraisal Services, Stevens Point WI (2005-2010)

**EXPERIENCE:**

- Commercial real estate appraiser and consultant since 2005
- Possesses significant expertise and experience in analysis, valuation, and consulting regarding all property types, including office, retail, industrial, multi-unit, land, land developments, and special use properties such as, but not limited to, elderly housing and mobile home parks
- Major recent assignments include large-scale industrial buildings, shopping centers, and multi-property portfolios

**EDUCATION:**

Graduate of University of Wisconsin – Stevens Point (2008)  
Bachelor of Science with a major in Business Administration and a minor in Accounting

Successfully completed the following appraisal courses:

- Basic Appraisal Principles
- Basic Appraisal Procedures
- Residential Sales Comparison and Income Approach
- Residential Market Analysis & Highest and Best Use
- Residential Site Valuation and Cost Approach
- Residential Report Writing and Case Studies
- General Appraiser Market Analysis and Highest & Best Use
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation & Cost Approach
- General Appraiser Report Writing & Case Studies
- General Appraiser Income Approach Part I
- General Appraiser Income Approach Part II
- Advanced Income Capitalization
- Advanced Concepts & Case Studies
- Advanced Market Analysis and Highest & Best Use
- Real Estate Finance Statistics and Valuation Modeling
- Marketability Studies: Advanced Considerations and Applications
- Fundamentals of Apartment Appraising
- Appraisal of Medical Office Buildings
- Appraising Automobile Dealerships
- Small Hotel/Motel Valuation
- Forecasting Revenue
- Analyzing Operating Expenses
- Business Practices and Ethics
- 15-Hour National USPAP

**AFFILIATIONS/PROFESSIONAL DESIGNATIONS:**

- Wisconsin Certified General Appraiser #1947
- MAI professional designation, awarded 2017 by the Appraisal Institute

**OUTAGAMIE COUNTY FISCAL NOTE**

**[INTRODUCTION:]** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request for Airport to Purchase Property

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Appleton International Airport wishes to purchase the real estate and all structures and other improvements located at W6280 Aerotech Drive in Greenville from Convergys, LLC in the amount of \$3,395,000 plus closing costs. The property is located directly across the street from the Airport and will provide additional parking spaces for ATW Express Park. The Airport intends to utilize funds from the Customer Facility Charge account to make the purchase.

**Current Year Budget Impact (Check one or more of the following boxes)**


Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no (X) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes (X) no ( ) n/a ( )

5. Is the proposal to accept additional revenues only? yes ( ) no (X)

6. Does this request modify/adjust the current year budget? yes (X) no ( )  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

<b>COST CENTER NAME</b>	<b>LINE ITEM (i.e. Salaries, Supplies, Etc.)</b>	<b>ACCOUNT NUMBER INCLUDING COST CENTER</b>	<b>INCREASE (DECREASE) AMOUNT</b>
		(i.e. 1004100.5100, 1004100.5400, etc.)	
CFC Revenues	Capital Outlay	5002700.6000	3,395,000
Airport Terminal	Fund Balance Applied	5000110.8955	(3,395,000)

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no ( ) n/a ( )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \_\_\_\_\_  
Annual Revenue \_\_\_\_\_

Fiscal Note Prepared by: Abe Weber/Katie Horan

<b>For Financial Services purposes only</b>			
Reviewed By: <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:		
Date: 4/9/2025	Detail Expenditures Account Number _____	Amount _____	_____
Comments:	_____		

# ***RESOLUTION NO.: 15—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1        The Outagamie County Land Conservation Department (LCD) entered into an  
2        agreement with the University of Wisconsin-Green Bay for engineering services to  
3        advance agricultural runoff treatment research to determine sustainable treatment  
4        systems and create design recommendations. This private grant is for \$116,875 to  
5        cover staffing costs of \$18,350, travel expenses of \$4,140, supplies of \$17,000, and  
6        purchased services of \$77,385.

7  
8        The project period runs from December 1, 2023 to August 31, 2026. The LCD is  
9        requesting approval to accept and expend these funds, along with approval for a  
10       2025 budget adjustment, which includes an increase in Intergovernmental Revenue  
11       by \$80,856 with a corresponding increase in Salary/Fringe of \$18,022, Supplies of  
12       \$17,000, Travel of \$2,100 and Purchased Services of \$43,734. This proposed  
13       adjustment is budget neutral, requiring no county funding.

14  
15       NOW THEREFORE, the undersigned members of the Agriculture, Extension Education,

16       Zoning, and Land Conservation Committee recommend adoption of the following resolution.

17       BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and  
18       approve the Land Conservation Department to accept and expend a \$116,875 grant from the  
19       University of Wisconsin-Green Bay for engineering services to advance agricultural runoff  
20       treatment research to determine sustainable treatment systems and create design recommendations,  
21       and

22       BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does  
23       authorize and approve of increasing the following line items in the Land Conservation Grants  
24       (2100400) cost center: Misc Revenue by \$80,856, Salary by \$12,946, Fringe by \$5,076, Travel by  
25       \$2,100, Supplies by \$17,000 and Purchased Services by \$43,734 as noted on the attached fiscal  
26       note which by reference is made a part hereof, and

27           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a  
28    copy of this resolution to the Outagamie County Land Conservation Department Director and the  
29    Outagamie County Finance Director.

30           Dated this \_\_\_\_ day of May 2025

31  
32           Respectfully Submitted,  
33           AGRICULTURE, EXTENSION  
34           EDUCATION, ZONING AND LAND  
35           CONSERVATION COMMITTEE

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40           Debbie VanderHeiden

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45           Mike Janke

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50           Jayme Heiser

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53           Mark Mitchell

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56           Daniel Rettler

57           Duly and officially adopted by the County Board on: \_\_\_\_\_

58           Signed: \_\_\_\_\_  
59           Board Chairperson

60           County Clerk

61           Approved: \_\_\_\_\_  
62  
63           Signed: \_\_\_\_\_  
64           County Executive

65           Vetoed: \_\_\_\_\_

**OUTAGAMIE COUNTY FISCAL NOTE**

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1875), Controller (1874) or Staff Accountant (1881) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** LCD Request to Accept and Expend Grant Funds from University of Wisconsin-Green Bay for 2025 Budget Adjustment

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Land Conservation Department (LCD) entered into an agreement with the University of Wisconsin-Green Bay for engineering services to advance agricultural runoff treatment research to determine sustainable treatment systems and create design recommendations. This private grant is for \$116,875 to cover staffing costs of \$18,350, travel expenses of \$4,140, supplies of \$17,000; and purchased services of \$77,385.

The project period runs from December 1, 2023 to August 31, 2026. LCD is requesting approval to accept and expend these funds, along with approval for a 2025 budget adjustment, which includes an increase in Intergovernmental Revenue by \$80,856 with a corresponding increase in Salary/Fringe of \$18,022, Supplies of \$17,000, Travel of \$2,100 and Purchased Services of \$43,734. This proposed adjustment is budget neutral, requiring no county funding.

**Current Year Budget Impact (Check one or more of the following boxes)**

Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no ( x ) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( x ) n/a ( )

5. Is the proposal to accept additional revenues only? yes ( ) no ( x )

6. Does this request modify/adjust the current year budget? yes ( x ) no ( ) 2025 Budget  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

LC Grants (2100400)	Misc Revenue	2100400.4280.99	80,856
LC Grants (2100400)	Salary	2100400.5100	12,946
LC Grants (2100400)	Fringe	2100400.5200	5,076
LC Grants (2100400)	Travel	2100400.5300	2,100
LC Grants (2100400)	Supplies	2100400.5400	17,000
LC Grants (2100400)	Purchased Services	2100400.5500	43,734

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes ( x ) no ( ) n/a ( )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \_\_\_\_\_  
Annual Revenue \_\_\_\_\_

Fiscal Note Prepared by: Sarah Kussow

<b>For Financial Services purposes only</b>		
Reviewed By: <i>Michelle Uitenbrook</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:	
Date: 4/9/2025	Detail Expenditures Account Number	Amount
Comments:		

# ***RESOLUTION NO.: 16—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1        The Health and Human Services Public Health Department is requesting to apply for  
2        the Safe Kids Month Grant for a total project budget of \$500 to support the Safe Kids  
3        Fox Valley Community Car Seat event on May 7, 2025 in Chilton, Wisconsin and the  
4        purchase of bike helmets to be distributed in the Tri-County area. The Safe Kids Fox  
5        Valley region includes the Tri-County area for the counties of Calumet, Outagamie,  
6        and Winnebago, including the Cities of Appleton and Menasha. The Safe Kids Month  
7        Grant 2025 is offered by Safe Kids Worldwide.  
8

9        NOW THEREFORE, the undersigned members of the Health and Human Services Committee

10      recommend adoption of the following resolution.

11      BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve

12      the Health and Human Services Public Health Department to apply for, accept and expend the Safe Kids  
13      Month Grant in the amount of \$500 to support the Safe Kids Fox Valley Community Car Seat event and  
14      the purchase of bike helmets to be distributed in the Tri-County area, and

15      BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize

16      and approve of increasing the Community Health Revenue – Safe Kids Fox Valley line item and the  
17      Community Health Expense Safe Kids Fox Valley line item by \$500 each as noted on the attached fiscal  
18      note, which by reference is made a part hereof, and

19      BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy

20      of this resolution to the Outagamie County Health and Human Services Director, the Outagamie County  
21      Public Health Officer/Manager, and the Outagamie County Finance Director.

22      Dated this \_\_\_\_ day of May 2025  
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6 Respectfully Submitted,  
7 HEALTH AND HUMAN SERVICES  
8 COMMITTEE  
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12 \_\_\_\_\_  
13 Jeff McCabe  
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19 Justin Krueger  
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24 Dustin Koury  
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28 Cathy Thompson  
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31 Kelly Schroeder  
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34 Duly and officially adopted by the County Board on: \_\_\_\_\_  
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37 Signed: \_\_\_\_\_  
38 Board Chairperson  
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41 County Clerk  
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44 Approved: \_\_\_\_\_  
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47 Vetoed: \_\_\_\_\_  
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50 Signed: \_\_\_\_\_  
51 County Executive  
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**OUTAGAMIE COUNTY FISCAL NOTE**

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

**1. Subject:** Department of Health and Human Services Request to Seek and Accept a 2025 Safe Kids Month Grant from Safe Kids Worldwide

**2. Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Safe Kids Month Grant 2025 is offered by Safe Kids Worldwide.

HHS Public Health is requesting to apply for the Safe Kids Month Grant for a total project budget of \$500, to equip members of our community with the resources needed to provide well-being support. The grant will support the Safe Kids Fox Valley Community Car Seat event on May 7, 2025 in Chilton and the purchase of bike helmets to be distributed in the Tri-County area.

The Safe Kids Fox Valley region includes the Tri-County area for the following counties: Calumet, Outagamie, Winnebago counties, including the City of Appleton and Menasha.

**Current Year Budget Impact (Check one or more of the following boxes)**

Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no ( X ) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( ) n/a ( X )

5. Is the proposal to accept additional revenues only? yes ( X ) no ( )

6. Does this request modify/adjust the current year budget? yes ( X ) no ( )  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc)	ACCOUNT NUMBER INCLUDING COST		INCREASE (DECREASE) AMOUNT
		CENTER (i.e. 1004100.5100, 1004100.5400, etc.)		
2061010 Community Health	Revenue - Safe Kids Fox Valley	2061010.4510.20	\$	500.00
2061010 Community Health	Expense Safe Kids Fox Valley	2061010.5562.77	\$	500.00

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes ( X ) no ( ) n/a ( )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0  
Annual Revenue 0

Fiscal Note Prepared by: Betty Gehring

**For Financial Services purposes only**

Reviewed By:

*Michelle Uitenbroek*

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

Detail Expenditures Account Number

Amount

Date: 4/15/2025		
Comments:		

# ***RESOLUTION NO.: 17—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1        The Outagamie County District Attorney's Office has been notified of approval for a  
2        Victim/Witness Comfort Room grant in the amount of \$1,000. The major focus on the  
3        grant is to provide better comfort when a victim or witness visits the office. The department  
4        is looking to do some painting of interior office space in order to make the experience more  
5        comforting and less institutional. Therefore, the department is requesting approval to  
6        accept and expend the grant funds. The budget adjustment is for an increase in  
7        Intergovernmental Revenues and Purchased Services.

9        NOW THEREFORE, the undersigned members of the Public Safety Committee recommend

10      adoption of the following resolution.

11      BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Outagamie  
12      County District Attorney's Office to accept and expend a \$1,000 Victim/Witness Comfort Room grant in  
13      order to paint interior office space for a more comforting experience for victims or witnesses, and

14      BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize  
15      and approve of increasing the District Attorney Intergovernmental Revenues and Purchased Services line  
16      items by \$1,000 each as detailed on the attached fiscal note, which by reference is made a part hereof, and

17      BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
18      this resolution to the Outagamie County District Attorney and the Outagamie County Finance Director.

19      Dated this \_\_\_\_ day of May 2025

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Katrin Patience

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Michael Smith

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Jeremy Thyssen

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Duly and officially adopted by the County Board on: \_\_\_\_\_

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Signed: \_\_\_\_\_  
Board Chairperson \_\_\_\_\_  
County Clerk \_\_\_\_\_

Approved: \_\_\_\_\_  
Vetoed: \_\_\_\_\_

Signed: \_\_\_\_\_  
County Executive \_\_\_\_\_

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

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Christine Lamers

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Timothy Hermes

**OUTAGAMIE COUNTY FISCAL NOTE**

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

**1. Subject:** District Attorney's office is requesting approval to adjust their budget for receipt and expenditure of a Victim Comfort Room Items

**2. Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The District Attorney's office has been notified that it has been approved for a Victim/Witness Comfort Room grant for \$1000.00. The major focus of the grant is to provide better comfort when a victim or witness visits the office. The department is looking to do some painting of interior office space to make the experience more comforting and less institutional. Therefore, we are requesting approval to accept and expend the grant funds. The budget adjustment will be to receive the grant for \$1000 and increase purchased services \$1000.

**Current Year Budget Impact (Check one or more of the following boxes)**

Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no ( X ) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( X ) n/a ( )

5. Is the proposal to accept additional revenues only? yes ( ) no ( X )

6. Does this request modify/adjust the current year budget? yes ( X ) no ( ) 2025 Budget  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
District Attorney	Intergovernmental Revenues	1003400.4280.99	1,000
District Attorney	Purchased Services	1003400.5500	1,000

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes ( X ) no ( ) n/a ( )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0  
Annual Revenue 0

Fiscal Note Prepared by: Melinda Tempelis/Michelle Uitenborek

**For Financial Services purposes only**

Reviewed By: <i>Michelle Uitenborek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:	
Date: 4/28/2025	Detail Expenditures Account Number	Amount
Comments:		

# ***RESOLUTION NO.: 18—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 Rule 9 of the Outagamie County Board Rules, Sec. 2-52 Administrative Rule Review,  
2 establishes a procedure for the review of Administrative Rules. The County Board may  
3 approve of the rule or refer it back to administration for revision and re-submission. A new  
4 rule regarding an Outagamie County Judicial Security Policy has been submitted for review.  
5

6 Administrative Rule AR-2025-01 implements procedures to comply with recent changes in  
7 Wisconsin State Law as they relate to judicial security for judges and court commissioners.  
8 Act 235 requires all government agencies to refrain from publicly posting or displaying  
9 publicly available content that includes the judicial officer or their immediate family member's  
10 personal information upon written request from the judicial officer. This Administrative Rule  
11 provides standards and requirements that county departments and employees must adhere to  
12 when handling the private information interfacing and utilizing third party vendors for county  
13 business.  
14

15 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human Resources  
16 Committee recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby approve  
18 Administrative Rule AR-2025-01 as attached and by reference made a part hereof, which implements  
19 procedures to comply with recent changes in Wisconsin State Law as they relate to judicial security for  
20 judges and court commissioners, and

21 BE IT FURTHER RESOLVED, that this rule shall be numbered AR-2025-01 and will be on file  
22 in the manual entitled "Outagamie County Administrative Rules" in the Outagamie County Clerk's Office,  
23 and

24 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
25 this resolution to the Outagamie County Corporation Counsel and the Outagamie County Executive, who,  
26 in accordance with Sec. 59.03 Wis. Stats., shall be charged with the duty of distributing said rule to  
27 affected departments for compliance.

28 Dated this \_\_\_\_\_ day of May 2025

Respectfully Submitted,

## LEGISLATIVE/AUDIT & HUMAN RESOURCES COMMITTEE

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Cathy Spears

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Sara MacDonald

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Ryan Ferguson

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John Kostelny

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Sarah Weinberg

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed: \_\_\_\_\_

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Approved:

Vetoed:

Signed: \_\_\_\_\_  
County Executive

**Outagamie County Judicial Security Policy**

Subject: Judicial Security Policy  
Act 235 implementation  
Number: AR-2025-01  
Effective Date: April 1, 2025  
Replaces: New Policy  
References: Act 235 and Wis. Stat. §757.07  
Adopted:

**Introduction and Purpose**

Outagamie County must implement procedures to comply with recent changes in Wisconsin State law as they relate to judicial security for judges and court commissioners. Act 235 requires all government agencies to refrain from publicly posting or displaying publicly available content that includes the judicial officer or their immediate family member's personal information upon written request from the judicial officer. This Administrative Rule provides standards and requirements that county departments and employees must adhere to when handling the private information interfacing and utilizing third party vendors for county business.

**Definitions**

**Government agency** includes any association, authority, board, department, commission, independent agency, institution, office, society, or other body corporate and politic in state or local government created or authorized to be created by the constitution or any law.

**Home address** includes a judicial officer's permanent residence and any secondary residences affirmatively identified by the judicial officer. "Home address" does not include a judicial officer's work address.

**Immediate family** includes any of the following:

- A judicial officer's spouse
- A minor child of the judicial officer or of the judicial officer's spouse, including a foster child, or an adult child of the judicial officer or of the judicial officer's spouse whose permanent residence is with the judicial officer.
- A parent of the judicial officer or the judicial officer's spouse.
- Any other person who resides at the judicial officer's residence.

**Judicial officer** means a current or former:

- Supreme Court Justice

- Court of appeals judge
- Circuit court judge
- Municipal judge
- Tribal judge
- Temporary or permanent reserve judge
- Circuit, supplemental, or municipal court commissioner.

**Land records website** means a public website that allows users to search and retrieve a real estate property database or geographic records.

**Permanent residence** means the place where a person's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.

**Personal Information** means any of the following with regard to a judicial officer or any immediate family member of a judicial officer, but does not include information regarding employment with a government agency:

- Home address (including identification of a particular document recorded by a register of deeds)
- Home or personal mobile telephone number
- Personal email address
- Social security number, driver's license number, federal tax identification number, or state tax identification number
- Bank account, credit card or debit card information (except as required under Wis. Stat. Ch. 11)
- License plate number or other unique identifiers of a vehicle owned, leased, or regularly used
- Identification of children under the age of 18 of a judicial officer or an immediate family member of a judicial officer
- Full date of birth
- Marital status

**Publicly available content** means any written, printed, or electronic document or record that provides information or that serves as a document or record maintained, controlled, or in the possession of a government agency that may be obtained by any person or entity, from the Internet, from the government agency upon request either free of charge or for a fee, or in response to a public records request under Wis. Stat. Ch. 19.

**Publicly post or display** means to intentionally communicate or otherwise make available to the general public.

**Transfer** means to sell, license, trade, or exchange for consideration the personal information of a judicial officer or a judicial officer's immediate family member.

**Written request** means written notice signed by a judicial officer or a representative of the judicial officer's employer requesting a government agency, business,

association, or other person to refrain from publicly posting or displaying publicly available content that includes the personal information of the judicial officer or judicial officer's immediate family.

**Procedure**

Outagamie County Ordinance, Sec. 2-52 Rule 9 – Administrative Rule Review, requires all administrative rules to be submitted to the Legislative/Audit & Human Resources Committee who shall submit them to the full County Board for review. The County Board shall approve of the rule or refer the rule back to the Executive for revision and resubmission.

**Scope**

This administrative rule applies to all departments, employees, contractors, interns, volunteers, third party vendors, and any individual who is acting at the request or on behalf of any Outagamie County Department or employee of a Department.

**Policy**

This Administrative Rule establishes the process for receiving, processing, and complying with Wisconsin Statute § 757.07 regarding requests for protection of personal information by a judicial officer. In the event this Rule contradicts or is not updated to reflect the requirements of § 757.07, the statute will control.

Written requests for protection of personal information by a judicial officer shall be submitted on the form prescribed by the director of state courts and shall specify what personal information and/or documents shall be maintained as private. The written request may be submitted by a judicial officer, the office of the director of state courts, or a representative of a judicial officer's employer on behalf of the judicial official.

Written requests shall be received first by the County Clerk, who will distribute a copy to the following departments within three (3) business days of receipt:

- Development and Land Services
- Register of Deeds
- Treasurer
- Sheriff
- Clerk of Court
- Courts
- Emergency Management
- Human Resources
- Maintenance
- Finance
- Highway
- Corporation Counsel
- County Executive

The record custodian in each department listed above shall comply with the requirements to shield person information within seven (7) business days of receipt of a written request for protection of personal information. Each county department listed above shall:

- Develop a process for shielding/redacting personal information from the public, including identifying what personal information the department may house.
- Identify vendors that use or store personal information and sign confidentiality agreements with those vendors. *See attachment A.*
- Identify external entities the department exchanges personal information with and sign confidentiality agreements with those entities.
- Implement a system confidentiality log to log each request for privacy protection and consent for release, and to confirm compliance and due diligence with each request and consent.
- Create a policy to ensure staff do not release protected personal information.
- Create a template for staff responses when inquiries or requests are made for a judicial officer or other protected persons' personal information.
- Contact the judicial officer if additional information is needed to complete their request.
- If requested by the judicial officer, departments with public facing records website(s) shall shield the judicial officer or their immediate family member's name(s) from a public facing land records website.

The County Executive will be the ultimate supervisory authority for Outagamie County pursuant to § 757.07(4)(b)2., Wis. Stat. If the County Executive receives a list of all judicial officers who have submitted to written request for protection of personal information to the director of state courts, the County Executive shall give that list to the County Clerk for distribution to the departments.

Written requests from judicial officers for protection of private information shall be maintained as records by the County Clerk in accordance with Outagamie County Countywide Records retention policy established by Outagamie County Ord. Sec. 2-777 and shall be kept confidential. No department may release the requests or any records relating to a judicial officer or their immediate family member(s) without first consulting with Corporation Counsel. Corporation Counsel shall assist in determining how to respond to or comply with judicial privacy requests or record and information requests as needed.

A department may release protected records in the following circumstances:

- To an individual who presents a signed consent to release identifying the specific record(s) or information to be released and to the specific individual to whom it may be released.
- Directly to the judicial officer or immediate family member of the judicial officer who is the subject of the request for privacy protection.
- By lawful order of the court for the release of records.

A department shall not provide access to any shielded records or information to third party vendors, contractors, companies, organization, other governmental agency, or private data collector unless the department record custodian first obtains a signed confidentiality agreement from the third party. *See attachment A.*

Department record custodians shall obtain a signed confidentiality agreement from each third party that will have access to shielded records or personal information. Record custodians shall retain confidentiality agreements as records in accordance the Outagamie County Countywide Records Retention Policy.

Use of confidentiality agreements for third party access to shielded information should be limited to third parties who require regular and/or routine access to county records in the performance of contracted services to the county. Each record custodian shall have the discretion to determine whether to provide access to shielded information to a third party subject to a confidentiality agreement.

A written request for privacy protection is valid for a period of ten (10) years from the date of the most recent request received, or the judicial officer's death, whichever occurs first.

Violations of this rule or failure to cooperate timely in complying with its provisions by any individuals may result in disciplinary action up to and including dismissal.

**APPROVED BY:**

---

Thomas Nelson, County Executive

Date

Attachment A: Confidentiality Agreement

# ***RESOLUTION NO.: 19—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1       The Outagamie County Parks Department is requesting approval to accept and expend an  
2       unsolicited donation from the estate of a past volunteer at Mosquito Hill Nature Center in the  
3       amount of \$48,000 and authorize and County Parks Director to create an account with  
4       Ameriprise Financial in order to facilitate the donation. The funds will be applied to capital  
5       improvements at Mosquito Hill Nature Center. No county match is required.  
6

7       NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

8       Development Committee recommend adoption of the following resolution.

9           BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve  
10       the Parks Department to accept and expend an unsolicited donation from the estate of a past volunteer at  
11       Mosquito Hill Nature Center in the amount of \$48,000 and authorize the County Parks Director to create  
12       an account with Ameriprise Financial in order to facilitate the donation, said funds to be applied to capital  
13       improvements at Mosquito Hill Nature Center, and

14           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize  
15       and approve of increasing the Mosquito Hill Contributions Donations line item and the MHNC Capital  
16       Outlay line item by \$48,000 each, as noted on the attached fiscal note, which by reference is made a part  
17       hereof, and

18           BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
19       this resolution to the Outagamie County Parks Director and the Outagamie County Finance Director.

20       Dated this \_\_\_\_ day of May 2025

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Dean Culbertson

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Ronald Klemp

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Jayson Winterfeldt

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Duly and officially adopted by the County Board on: \_\_\_\_\_

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Signed: \_\_\_\_\_

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Board Chairperson

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Approved: \_\_\_\_\_

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Vetoed: \_\_\_\_\_

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Signed: \_\_\_\_\_

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County Executive

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

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Lee W. Hammen

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Yvonne Monfils

## OUTAGAMIE COUNTY FISCAL NOTE

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

**1. Subject:** Parks Department is requesting approval to adjust their budget to accept an unsolicited donation of \$48,000 to be used towards projects at Mosquito Hill Nature Center

**2. Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)  
A financial planning company approached Mosquito Hill Nature Center and informed them that they had been left a monetary gift from the estate of a past volunteer with the sum to be around \$48,000. The request is to accept the donation and apply to capital improvements at Mosquito Hill Nature Center.

**Current Year Budget Impact (Check one or more of the following boxes)**


Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no (X) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( ) n/a (X)

5. Is the proposal to accept additional revenues only? yes (X) no ( )

6. Does this request modify/adjust the current year budget? yes (X) no ( )  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

The project on

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Mosquito Hill Contributions	Donations	7050100.4510.20	48,000
MHNC	Capital Outlay	7050100.6000	48,000

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no ( ) n/a ( )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0  
Annual Revenue 0

Fiscal Note Prepared by: Justin Schumacher

<b>For Financial Services purposes only</b>	
Reviewed By:  <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:  <u>Detail Expenditure Account Number</u> <u>Amount</u>
Date: 5/1/2025	
Comments:	

# ***RESOLUTION NO.: 20—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1        In 2023, the total cost to Wisconsin Counties for operating all Circuit Courts was \$237  
2        million. At the same time, the Court Support funding from the state to counties was \$28  
3        million or 12 percent of the actual cost to operate the local courts. The Circuit Court system  
4        is intended to be a state-county partnership. The state's fiscal responsibilities include  
5        Judges, Court reporters, Circuit Court Access Program (CCAP) equipment, and the Circuit  
6        Court Cost Appropriation. The Counties in Wisconsin are fiscally responsible for the  
7        majority of other functions of the court, including, but not limited to: bailiffs and court  
8        security officers, courthouse building maintenance, phones and utilities, Clerk of Court and  
9        Register in Probate staff salaries and benefits, jury costs, psychological exams, guardians  
10       ad litem and court-appointed attorneys, expert witnesses, interpreters and translation fees,  
11       court commissioners, law libraries, corporation counsel, courtroom technology and audio  
12       visuals, copy machines and other non-CCAP office technology, office supplies, furniture,  
13       recruitment and training, financial collection efforts, mail fees, printing costs, exhibit and  
14       file storage, access to state data, insurance, service of court documents, judicial staff  
15       attorneys, and equipment repair. Over the past 10 years, the increase in the county portion  
16       of cost to run the courts is nearly six times higher than the increase in Circuit Court Cost  
17       Appropriations provided to cover these costs, and counties now pay almost \$150,000,000  
18       more than the state in unbalanced Circuit Court costs.

19        NOW THEREFORE, the undersigned members of the Public Safety Committee recommend

20        adoption of the following resolution.

21        BE IT RESOLVED, that the Outagamie County Board of Supervisors joins the Wisconsin Clerks  
22        of Circuit Court Association (WCCA) and the Wisconsin Counties Association (WCA) in their efforts  
23        to increase the Circuit Court Cost Appropriation by \$70 million payable to Wisconsin Counties in the  
24        2025-2027 Wisconsin State Budget, and

25        BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
26        this resolution to the Wisconsin Counties Association, the State Senators and State Representatives  
27        representing Outagamie County, the Governor of the State of Wisconsin, and the Outagamie County Clerk  
28        of Circuit Courts.

29        Dated this \_\_\_\_ day of May 2025

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Katrin Patience

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Michael Smith

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Jeremy Thyssen

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Duly and officially adopted by the County Board on: \_\_\_\_\_

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Signed: \_\_\_\_\_

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Board Chairperson

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Approved: \_\_\_\_\_

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Signed: \_\_\_\_\_

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County Executive

Vetoed: \_\_\_\_\_

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Christine Lamers

Timothy Hermes

# ***RESOLUTION NO.: 21—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**2/3 MAJORITY – 24 VOTES**

1        It is necessary that various accounts of Outagamie County be closed as of  
2        December 31, 2024, except special funds, commonly known as Revolving Funds,  
3        which are in the best interest of Outagamie County to remain intact. The budget  
4        adjustments will be made to the 2025 budget.

5  
6        Resolution 144—2024-25 and Resolution 9—2025-26 included the majority of the  
7        requested County's Revolving Funds for the year 2024 into 2025. However, the  
8        resolutions did not include a request for Mosquito Hill, the Health and Human  
9        Services Department, and the Appleton International Airport, as the amounts were  
10       not available at the time.

11  
12       This resolution approves the Mosquito Hill, Health and Human Services  
13       Department, and Appleton International Airport revolving funds that were not  
14       included in the previously adopted resolutions. These items will be included in  
15       the budget adjustments that will be made to the 2025 budget.

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17       NOW THEREFORE, the undersigned members of the Finance Committee recommend

18       adoption of the following resolution.

19       BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and  
20       approve of all excess or deficiency of revenues over/under expenditures and unexpended  
21       appropriations of the various accounts reverting back to the County's General Fund or from the  
22       General Fund as indicated in the attached fiscal note and summary pages, with the exception of  
23       those expenses, revenues or transfers as detailed in the attachments, which by reference are made  
24       a part hereof, and

25       BE IT FURTHER RESOLVED, unless detailed otherwise on the attachment, that should  
26       any closed projects have excess, those funds will be returned to the General Fund, or if legally  
27       required, to the Debt Service fund, and

1                   BE IT STILL FURTHER RESOLVED, that all of the following accounts shall not lapse  
2                   to the County's General Fund: Mosquito Hill, Health and Human Services Department, and  
3                   Appleton International Airport, and

4 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a  
5 copy of this resolution to the Outagamie County Finance Director.

6 Dated this \_\_\_\_ day of May 2025

Respectfully Submitted,

## FINANCE COMMITTEE

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Chris Croatt

John Cuff

Karen Lawrence

Dana Johnson

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Rick Lautenschlager

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed:

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## Board Chairperson

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## County Clerk

Approved:

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Vetoed: \_\_\_\_\_

Signed:

\_\_\_\_\_  
\_\_\_\_\_  
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Vetoed: \_\_\_\_\_

**OUTAGAMIE COUNTY FISCAL NOTE**

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Revolving Funds Requests 2024 to 2025

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

See attached for the complete schedule of requested Revolving Funds from the 2024 budget into the 2025 budget. The budget adjustments will be made to the 2025 budget.

**Current Year Budget Impact (Check one or more of the following boxes)**


Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no ( X ) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( X ) n/a ( )

5. Is the proposal to accept additional revenues only? yes ( ) no ( X )

6. Does this request modify/adjust the current year budget? yes ( X ) no ( )  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

<b>COST CENTER NAME</b>	<b>LINE ITEM</b> (i.e. Salaries, Supplies, Etc.)	<b>ACCOUNT NUMBER INCLUDING COST CENTER</b> (i.e. 1004100.5100, 1004100.5400, etc.)	<b>INCREASE (DECREASE) AMOUNT</b>
See attached.			

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes ( ) no ( ) n/a ( X )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0  
Annual Revenue 0

Fiscal Note Prepared by: Michelle Uitenbroek

<b>For Financial Services purposes only</b>	
Reviewed By:  <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditure Account Number</u> <u>Amount</u>
Date: 4/30/2025	

**Outagamie County  
2024 - 2025 Revolving Funds**

**GENERAL FUND 100**

Cost Center Name / Description	Cost Center Line Item	P.O. / Contract Number	Purchase Order Commitment	Additional Appropriation	Revenue Amount
Mosquito Hill				42,000	
Purchased Services-Demo House	1006900.5500				
Fund Balance	1000000.3891			42,000	
<b>TOTAL REVOLVING FUND REQUESTS:</b>				<b>0</b>	<b>42,000</b>
					<b>42,000</b>

Outagamie County  
2024 - 2025 Revolving Funds

**IT Direct Billed Projects**

Cost Center Name / Description	Cost Center Line Item	P.O. / Contract Number	Purchase Order Commitment	Additional Appropriation	Revenue Amount
HHS					
Purchased Services-Report Consultant	2065010.5575.15		10,000		
Purchased Services-CYF Cameras for Observation Room	2067020.5575.15		5,064		
Tax Levy	2065010.8953				15,064
Airport					
Purchased Services-Timeclock/Scheduling	5000110.5575.15		52,168		
Purchased Services-Network Switch Replacements	5000110.5575.15		10,000		
Purchased Services-Network Switch Replacements	5000110.5575.15		10,000		
Purchased Services-Replace Wireless System	5000110.5575.15		41,995		
Fund Balance	5000000.8955				114,163
<b>TOTAL REVOLVING FUND REQUESTS:</b>					
			0	129,227	129,227

# ***RESOLUTION NO.: 22—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***2/3 MAJORITY – 24 VOTES***

1        As part of the American Rescue Plan Act (ARPA) reconciliation process, it was  
2        discovered that a body scanner purchase for the Jail was made that was not eligible  
3        for ARPA funding. Therefore, the Outagamie County Sheriff's Office is  
4        requesting to transfer funds from the Jail Fund to the Capital Projects fund in order  
5        to purchase a body scanner.

6        NOW THEREFORE, the undersigned members of the Finance Committee recommend

7        adoption of the following resolution.

9        BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and  
10      approve transferring \$185,500 from the Jail Fund, Fund Balance line item to the Capital Projects,  
11      Operating Transfer In line item in order to cover the purchase of a body scanner, as noted on the  
12      attached fiscal note which by reference is made a part hereof, and

13        BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a  
14      copy of this resolution to the Outagamie County Sheriff and the Outagamie County Finance  
15      Director.

16        Dated this \_\_\_\_ day of May 2025

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2 Respectfully Submitted,

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4 FINANCE COMMITTEE

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Chris Croatt

John Cuff

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Karen Lawrence

Dana Johnson

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Rick Lautenschlager

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Duly and officially adopted by the County Board on: \_\_\_\_\_

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Signed:

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Approved:

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Vetoed: \_\_\_\_\_

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Signed:

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County Executive

**OUTAGAMIE COUNTY FISCAL NOTE**

**INTRODUCTION:** This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Capital Project Funding

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

When reconciling the ARPA projects, it was discovered that a purchase of a body scanner was made that was not eligible for ARPA. To fund this request the Sheriff is request to transfer funds from the Jail Fund to the capital project fund.

**Current Year Budget Impact (Check one or more of the following boxes)**


Revenues

Expenses (Cost)

None

3. Is the specific cost or revenue included in the current year's budget? yes ( ) no ( X ) partially ( )

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes ( ) no ( X ) n/a ( )

5. Is the proposal to accept additional revenues only? yes ( x ) no ( )

6. Does this request modify/adjust the current year budget? yes ( X ) no ( ) 2024 Budget  
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE)	
			AMOUNT	
Jail Fund	Fund Balance	2120000.3891	(185,500)	
Capital Projects	Operating Transfer In	4620100.8900	185,500	

**Annual and Long-Term Impact**

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes ( ) no ( ) n/a ( X )

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0  
Annual Revenue 0

Fiscal Note Prepared by: Michelle Uitenbroek

**For Financial Services purposes only**

Reviewed By:

*Michelle Uitenbroek*

Date:  
4/30/2025

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

Detail Expenditure Account Number

Amount

# ***RESOLUTION NO.: 23—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1       The Appleton International Airport and Milis Enterprise, LLC (Milis) desire to enter into an  
2       amendment to lease agreement in order for Milis to have the right to construct a building, subject  
3       to all the terms and conditions of the Lease, which shall consist of hangars, which may be sold  
4       as condominiums. There shall be five (5) hangar space(s) designated as condominium(s)  
5       described as unit(s) 1, 2, 3, 4, and 5. There is no budget adjustment needed.  
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7       NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

8       Development Committee recommend adoption of the following resolution.

9       BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith  
10      authorize and approve the attached Amendment to Lease Agreement with Milis Enterprise, LLC, and  
11      supporting documents, which by reference are made a part hereof, in order for Milis to have the right to  
12      construct a building at the Appleton International Airport, subject to all the terms and conditions of the  
13      Lease, which shall consist of hangars which may be sold as condominiums, with no budget adjustment  
14      needed, and

15       BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of  
16      this resolution to the Outagamie County Executive, the Outagamie County Corporation Counsel, and the  
17      Appleton International Airport Director.

18       Dated this \_\_\_\_ day of May 2025

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Dean Culbertson

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Ronald Klemp

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Jayson Winterfeldt

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Duly and officially adopted by the County Board on: \_\_\_\_\_

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Signed: \_\_\_\_\_  
Board Chairperson

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Approved: \_\_\_\_\_

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Signed: \_\_\_\_\_  
County Executive

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

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Lee W. Hammen

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Yvonne Monfils

County Clerk

Vetoed: \_\_\_\_\_

**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into to be effective as of the ## day of ##, 2025 (the "Effective Date"), by and between Outagamie County, a municipal corporation, hereafter referred to as ("Lessor") and Milis Enterprise, LLC, hereafter referred to as ("Lessee"). Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the meaning ascribed to them in the Lease.

**RECITALS**

- A. The Lessor and Lessee entered into four separate but identical lease agreements dated effective March 22, 2024, and May 28, 2024, respectively (collectively referred to as the "Lease").
- B. Lessor and Lessee mutually desire to alter the terms and conditions of the Lease as specified herein.
- C. Lessor and Lessee believe it to be in their mutual best interests to amend the Lease in writing as set forth herein to be effective as of the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

**AGREEMENT**

1. **Condominiums.** Lessee shall have the right to construct a building, subject to all the terms and conditions of the Lease, which shall consist of hangers which may be sold as condominiums. There shall be five (5) hanger space(s) designated as condominium(s) described as unit(s) 1, 2, 3, 4, and 5. The building to be constructed will be subject to a condominium declaration pursuant to and in conformance with Chapter 703 of the Wisconsin Statutes. The condominium declaration shall also be subject to and conditioned upon approval by Lessor. Lessee shall have the right to sell condominium units to third parties on such terms and conditions as Lessee deems acceptable, subject, however, to the Lessor approving and accepting the condominium purchaser as a personal guarantor of the Lease which approval shall not be unreasonably withheld. Lessee shall assign the Lease to the

2. **Good faith.** The parties agree that upon termination of the Lease, they will engage in good faith negotiations to renew the Lease for an additional Term.

3. **Balance of Lease Unchanged.** Except as expressly modified herein, the Lease shall continue in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Lessor and Lessee hereto have executed or caused this Amendment to be executed to be effective as of the Effective Date first above written.

OUTAGAMIE COUNTY:

By: \_\_\_\_\_.  
Thomas Nelson  
County Executive

APPROVED AS TO FORM:

By: \_\_\_\_\_.  
Kyle Sargent  
Corporation Counsel

By: \_\_\_\_\_.  
Jeff Noyen  
Board Chairperson

By: \_\_\_\_\_.  
Jeffrey King  
County Clerk

MILIS ENTERPRISE, LLC

By: \_\_\_\_\_.  
Dylan Milis  
Authorized Member

**ASSIGNMENT OF HANGAR LEASE WITH LESSOR CONSENT**

**This Assignment of Hangar Lease with Lessor Consent** (the "Assignment") is entered into on this \_\_\_\_ day of May, 2025 (the "Effective Date"), between **Milis Enterprise, LLC**, a Wisconsin limited liability company ("Milis"), and **ATW Hangar Condominium Association, U.A.** ("Association").

**BACKGROUND**

**A.** Milis is the Lessee in four separate but identical Ground Lease Agreements (collectively referred to as "the Lease") with Outagamie County in which Outagamie County is the Lessor. The Lease provides that Milis leases from Outagamie County certain land ("Leased Premises") located on the Outagamie County Regional Airport.

**B.** Pursuant to an Amendment to the Lease dated ## Outagamie County has authorized Milis to construct on the Leased Premises a condominium hangar building for the purpose of storing aircraft and related equipment (the "Condominium"). The hangar building consists of 5 condominium units (Units 1, 2, 3, 4, and 5).

**C.** Outagamie County has, subject to its express approval, authorized Milis to sell the aircraft condominium hangars constructed by Milis on the Leased Premises.

**D.** The ATW Hangar Condominium Association, U.A. (hereinafter "Association") was established under the Declaration of Condominium for ATW Hangar Condominium (hereinafter "Declaration") recorded with the Outagamie County Register of Deeds as document #.

**E.** The Association was established in order to serve the interests of the Unit owners in maintaining the Condominium as a facility for the storage of aircraft and related equipment, and to ensure that the condominium units are managed and maintained in accordance with the Wisconsin Condominium Ownership Act (Chapter 703, Wis. Stats.), all applicable federal, state, and local laws (including FAA regulations), and the Lease.

**F.** In conjunction with the authorization by Outagamie County, and subject to its approval to permit Milis to sell Condominium hangar units, Outagamie County has also, and also subject to its approval, agreed to permit the assignment of the Lease to the Association. Such assignment is subject to the express provisions of the Lease (and any amendments thereto) and the conditioned upon Assignee indicating assignee's acceptance of all terms and provisions of the Lease.

**G.** Outagamie County, by execution of this agreement subject to the terms and conditions of the Lease, agrees to permit the assignment of the Lease to the Association.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller, and Moder agree as follows:

**ASSIGNMENT**

**1.** Milis as Assignor hereby assigns to the Association its entire right, title, and interest in the Lease as Assignee.

**2.** Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Lease to be performed on the part of Assignor and assumes all of the liabilities and obligations of Assignor under the Lease arising or accruing on or after the Effective Date, including, without limitation, liability for the payment of rent and for the due performance of all the terms, covenants and conditions of the Tenant pursuant to the Lease.

**3.** The interest herewith assigned by Milis to the Association, is subject to the terms and conditions of the Lease which is attached hereto and made a part hereof as if fully set forth.

**4.** The Association, as Assignee shall assume and does hereby assume all rights and duties required of Assignor under the Lease, including all required payments, and shall comply with all terms and conditions of the Lease which is attached hereto and made a part hereof.

**MILIS ENTERPRISES, LLC**

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

Dylan Milis, Authorized Member

**ATW HANGAR CONDOMINIUM ASSOCIATION, U.A.**

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

Dylan Milis, Representative of Declarant

**CONSENT OF LESSOR**

Outagamie County, a municipal corporation as Lessor in the above-described Lease Agreement, consents to the assignment and transfer of the Lease Agreement, including all terms and conditions, to Assignee but does not waive any rights against Assignor that Lessor has under the Lease Agreement.

In witness whereof, the parties have hereto set their hands and seals this \_\_\_ day of May, 2025.

**OUTAGAMIE COUNTY**

By: Abe Weber, Airport Director

**BYLAWS OF ATW HANGAR CONDOMINIUM ASSOCIATION**

- An Unincorporated Association -

**ARTICLE I: NAME AND PURPOSE**

**Section 1.1 - Name.** The name of this association shall be the "ATW Hangar Condominium Association, U.A." (hereinafter "Association"), as established under the Declaration of Condominium for ATW Hangar Condominium (hereinafter "Declaration") recorded with the Outagamie County Register of Deeds as document #.

**Section 1.2 - Purpose.** The purpose of the Association is to manage, maintain, and administer the ATW Hangar Condominium (hereinafter "Condominium") in accordance with the Declaration, these Bylaws, the Wisconsin Condominium Ownership Act (Chapter 703, Wis. Stats.), and all applicable federal, state, and local laws, including FAA regulations and the Ground Lease with Outagamie County. The Association shall serve the interests of the Unit owners in maintaining the Condominium as a facility for the storage of aircraft and related equipment.

**ARTICLE II: MEMBERSHIP AND VOTING**

**Section 2.1 - Membership.** Membership in the Association shall consist of all record owners of the five (5) Units in the Condominium (Units 1, 2, 3, 4, and 5). Membership is automatic upon ownership of a Unit provided that each member signs guarantee of the Ground Lease with Outagamie County, as outlined in the Lease Guarantee Agreement attached hereto as (Exhibit A). Membership shall terminate upon transfer of ownership of a Unit, and any obligations under the Lease Guarantee Agreement shall also terminate upon transfer of ownership of a Unit.

**Section 2.2 - Voting Rights.** Each Unit shall be entitled to one (1) vote at all meetings of the Association, as provided in Section 6 of the Declaration. If a Unit is owned by more than one person, the co-owners shall designate one individual in writing to cast the Unit's vote. Such designation may be changed by written notice to the Association.

**Section 2.3 - Proxies.** A Unit owner may appoint a proxy to vote on their behalf by submitting a written proxy to the Secretary of the Association prior to or at the meeting. Proxies shall be valid only for the specific meeting designated therein.

**ARTICLE III: MEETINGS OF MEMBERS**

**Section 3.1 - Annual Meeting.** An annual meeting of the Association shall be held on the first Monday of March each year, commencing in 2026, at a time and place designated by the Board of Directors, to elect Directors (as applicable) and conduct other business. If four (4) Units remain unsold by the Declarant, the Declarant may waive the annual meeting and administer the Association per Section 8.E of the Declaration.

**Section 3.2 - Special Meetings.** Special meetings may be called by the President, a majority of the Board of Directors, or upon written request of Unit owners holding at least two (2) votes.

**Section 3.3 - Notice.** Written notice of all meetings, stating the time, place, and purpose, shall be provided to each Unit owner at least ten (10) days but not more than thirty (30) days prior to the meeting, delivered in person, by mail, or by email (if consented to by the owner).

**Section 3.4 - Quorum.** A quorum for any meeting shall consist of Unit owners representing at least three (3) votes, present in person or by proxy.

**Section 3.5 - Voting.** Unless otherwise specified in the Declaration or these Bylaws, decisions shall be made by a majority of votes cast at a meeting where a quorum is present.

#### **ARTICLE IV: BOARD OF DIRECTORS**

##### **Section 4.1 - Composition and Transition.**

**A. Initial Board.** The initial Board of Directors shall consist of three (3) persons appointed by the Declarant, as provided in Section 8.D of the Declaration.

**B. Expansion.** When three (3) Units have been sold, all non-Declarant Unit owners shall be added to the Board, and two (2) of the original Directors (who are not Unit owners) shall be removed, resulting in a Board of four (4). When the fourth Unit is sold, its owner shall join the Board, and any non-owner Director shall be removed. Thereafter, the Board shall consist of five (5) Directors, all of whom shall be Unit owners.

**C. Final Structure.** After all five (5) Units are sold, the Board shall consist of five (5) Directors, one elected by each Unit owner.

**Section 4.2 - Term.** Directors shall serve one-year terms, with elections occurring at the annual meeting, except during the Declarant's interim administration (per Section 8.E of Declaration).

##### **Section 4.3 - Powers and Duties.** The Board shall:

**A.** Manage and administer the Condominium, including maintenance, repair, and replacement of common elements;

**B.** Amend the Administrative Rules governing the Condominium;

**C.** Prepare and adopt an annual budget;

**D.** Assess and collect common expenses from Unit owners, including the imposition of each Unit owner's share of rent under the Ground Lease with Outagamie County;

**E.** Obtain insurance for the common elements and public liability as required by the Declaration;

- F. Enforce the Declaration, these Bylaws, and Administrative Rules;
- G. Approve subletting of Units (with Airport Director approval);
- H. Ensure compliance with the Ground Lease with Outagamie County; and
- I. Exercise all other powers granted by the Declaration or Wisconsin law.

**Section 4.4 - Meetings.** The Board shall meet at least annually. Special meetings may be called by the President or a majority of Directors with at least five (5) days' notice. A majority of Directors constitutes a quorum, and decisions require a majority vote of those present.

**Section 4.5 - Removal.** A Director may be removed by a vote of Unit owners holding at least three (3) votes at a special meeting called for that purpose. During Declarant control, removal is at the Declarant's discretion.

#### **ARTICLE V: OFFICERS**

**Section 5.1 - Designation.** The officers shall be a President, Vice President, Secretary, and Treasurer, elected by the Board from among its members at the first Board meeting following the annual meeting.

##### **Section 5.2 - Duties.**

A. **President:** Presides over meetings, acts as the chief executive officer, and serves as the initial resident agent after four (4) Units are sold (Section 16 of Declaration).

B. **Vice President:** Assists the President and acts in their absence.

C. **Secretary:** Keeps minutes, maintains records, and handles notices.

D. **Treasurer:** Oversees finances, collects assessments, and maintains financial records.

**Section 5.3 - Term and Removal.** Officers serve one-year terms and may be removed by a majority vote of the Board.

#### **ARTICLE VI: ASSESSMENTS AND FINANCES**

**Section 6.1 - Common Expenses.** Each Unit owner shall pay 20% of the common expenses, as provided in Section 6 of the Declaration, assessed annually or as determined by the Board. Assessments are due within thirty (30) days of notice and constitute a lien on the Unit if unpaid (Section 9 of Declaration).

**Section 6.2 - Reserve Fund.** The Board may establish a reserve fund for future repairs and capital expenditures, included in the annual assessment.

**Section 6.3 - Budget.** The Board shall adopt an annual budget and provide a copy to each Unit owner at least thirty (30) days prior to the annual meeting.

**Section 6.4 - Late Fees.** Unpaid assessments shall incur a late fee of 1% per month, unless waived by the Board.

#### **ARTICLE VII: MAINTENANCE AND USE**

**Section 7.1 - Common Elements.** The Association, through the Board, shall maintain, repair, and replace all common and limited common elements, as provided in Section 10 of the Declaration.

**Section 7.2 - Units.** Each Unit owner shall maintain, repair, and replace all portions of their Unit, including doors and windows, at their own expense. Exterior alterations require consent of at least a four-fifths (4/5) majority of the Unit owners (per Section 7 of Declaration).

**Section 7.3 - Use Restrictions.** Units shall be used solely for aviation-related purposes (storage of aircraft and related equipment), per Section 7 of the Declaration. Units shall not be used for aircraft repair or sales except incidental aircraft sales by owners.

**Section 7.4 - Snow and Ice.** Each Unit owner is responsible for snow and ice removal from their limited common elements (per Section 10 of Declaration).

#### **ARTICLE VIII: INSURANCE**

**Section 8.1 - Coverage.** The Board shall procure insurance for:

- A. The common elements against loss or damage (e.g., fire, casualty);
- B. Public liability for the Condominium; and
- C. Other hazards customary for similar properties.

**Section 8.2 - Unit Owner Responsibility.** Each Unit owner shall insure their Unit's interior and personal property.

#### **ARTICLE IX: AMENDMENTS**

**Section 9.1 - Process.** These Bylaws or the Declaration may be amended by a vote of Unit owners holding at least three (3) votes (60%) at a meeting called for that purpose, provided notice of the proposed amendment is given. Amendments affecting a Unit's share of common elements, expenses, or voting rights require unanimous consent (per Section 12 of Declaration).

**Section 9.2 - Recording.** Amendments shall be recorded with the Outagamie County Register of Deeds.

**ARTICLE X: ADMINISTRATIVE RULES**

**Section 10.1 - Adoption.** Attached hereto are the Administrative Rules of the Condominium to govern the use and operation of the Condominium, consistent with the Declaration and these Bylaws.. The Board may amend the Administrative Rules by majority vote. These Bylaws and the Administrative Rules shall further be subject to the purview of Outagamie County and the Airport Director.

**Section 10.2 - Enforcement.** Violations of the Administrative Rules may result in fines or other remedies as determined by the Board, subject to Wisconsin law.

**ARTICLE XI: INTERIM ADMINISTRATION**

**Section 11.1 - Declarant Control.** Until three (3) Units are sold or the Declarant relinquishes control, the Declarant shall manage the Association through its appointed Directors, with all powers outlined in Section 8.E of the Declaration.

**Section 11.2 - Transition.** Upon sale of the fourth Unit, the Association may incorporate as an LLC, per Section 16 of the Declaration, and these Bylaws shall be adopted as the LLC's operating agreement, with adjustments as needed.

**ARTICLE XII: MISCELLANEOUS**

**Section 12.1 - Agent.** Dylan Milis is the initial agent of the Association. After four (4) Units are sold, the President shall serve as the agent unless otherwise designated by the Board.

**Section 12.2 - Conflicts.** In case of conflict between these Bylaws and the Declaration, the Declaration controls. In case of conflict with Wisconsin law, the law controls.

**Section 12.3 - Severability.** If any provision of these Bylaws is invalid, the remaining provisions shall remain in effect.

**Section 12.4 - Third Party Beneficiary.** The members acknowledge that Outagamie County shall be deemed a third party beneficiary of these Bylaws and shall have the authority to independently pursue enforcement of any violation of these Bylaws to the extent it is necessary to comply with FAA or Airport regulations.

Dated effective this \_\_\_\_\_ day of May, 2025.

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Dylan Milis, Representative of Declarant

**ADMINISTRATIVE RULES****RULE 1: USE OF UNITS**

**1.1 Permitted Use.** Units shall be used exclusively for the storage of aircraft and related equipment, as defined by FAA regulations and Section 7 of the Declaration. No residential use, aircraft repair, sales beyond incidental owner sales, or non-aviation storage is permitted without unanimous approval of all Unit owners and written consent of the Airport Director.

**1.2 Aircraft Storage.** Each Unit shall house no more than two (2) aircraft at any time unless approved by the Board, ensuring adequate space for safe maneuvering within the Unit and adjacent limited common elements.

**1.3 Equipment Storage.** Aviation-related equipment (e.g., tools, fuel containers, tow bars) must be stored inside the Unit when not in use, out of sight from common areas, to maintain a neat appearance.

**RULE 2: SAFETY AND OPERATIONS**

**2.1 Fuel Handling.** Fueling of aircraft is permitted only in designated areas outside the Units, as specified by the Airport Director and FAA regulations. Storage of fuel within Units is limited to 25 gallons in approved containers, unless otherwise restricted by local fire codes or Outagamie County rules.

**2.2 Fire Safety.** Each Unit owner shall maintain a functioning fire extinguisher (minimum rating 10-B:C) within their Unit, inspected annually. Smoking is prohibited within 50 feet of any Unit or aircraft.

**2.3 Aircraft Movement.** Aircraft shall be moved in and out of Units at a safe speed (not exceeding 5 mph) and with a spotter if visibility is limited. Unit owners are responsible for any damage caused by their aircraft to common or limited common elements.

**RULE 3: MAINTENANCE AND APPEARANCE**

**3.1 Exterior Maintenance.** No Unit owner may alter, paint, or decorate the exterior of their Unit (including doors and windows) without unanimous written consent of all Unit owners and approval from the Airport Director, per Section 7 of the Declaration. Replacement doors or windows must match the original design and color.

**3.2 Cleanliness.** Unit owners shall keep their Units and adjacent limited common elements (e.g., ramps) free of debris, oil spills, or trash. Spills must be cleaned immediately using appropriate materials.

**3.3 Snow and Ice Removal.** Each Unit owner shall remove snow and ice from their Unit's ramp and limited common elements.

**3.4 Signage.** No signs, banners, or advertisements may be placed on or outside Units without Board approval, except for one (1) discreet nameplate (not exceeding 12" x 18") identifying the Unit owner or tenant.

**RULE 4: COMMON AND LIMITED COMMON ELEMENTS**

**4.1 Access and Use.** All Unit owners have equal access to common elements unless designated as limited common elements on the Condominium Plat. Limited common elements are reserved for the exclusive use of the assigned Unit(s).

**4.2 Obstructions.** No Unit owner, tenant, or guest may obstruct common elements with vehicles, equipment, or personal property for more than 24 hours without Board approval.

**4.3 Repairs.** Unit owners shall promptly report damage to common or limited common elements to the Board for repair by the Association, per Section 7.1 of the Bylaws.

**RULE 5: SUBLETTING AND GUESTS**

**5.1 Subletting Approval.** Units may be sublet only with prior written approval of the Airport Director and the Board, per Section 7 of the Declaration. Sublet agreements must include an acknowledgment of these Rules and the Declaration, with a copy provided to the Board within 10 days of execution.

**5.2 Guest Use.** Guests or invitees may use a Unit only with the Unit owner's permission and must comply with these Rules. Unit owners are responsible for their guests' actions.

**RULE 6: PARKING AND VEHICLES**

**6.1** Intentionally omitted.

**6.2 Aircraft Trailers.** Trailers used to transport aircraft may be stored within a Unit or in a Board-approved common area, provided they are licensed and in good repair.

**RULE 7: ENFORCEMENT AND PENALTIES**

**7.1 Violations.** The Board may investigate alleged violations of these Rules upon written complaint from a Unit owner or on its own initiative.

**7.2 Notice and Hearing.** Unit owners accused of violations shall receive written notice and an opportunity to be heard at a Board meeting within 30 days of the notice.

**7.3 Penalties.** Violations may result in:

A. A written warning for a first offense;

B. A fine of up to \$100 per day for continuing or repeat offenses, not to exceed \$1,000 total per incident, unless otherwise permitted by Wisconsin law; and / or

C. Legal action to enforce compliance, with costs borne by the violating Unit owner.

7.4 **Lien.** Unpaid fines or costs shall constitute a lien on the Unit, per Section 9 of the Declaration.

**RULE 8: AMENDMENTS**

8.1 **Adoption and Amendment.** These Rules may be amended by a majority vote of the Board at a meeting with at least 10 days' notice to Unit owners, provided the amendments are consistent with the Declaration and Bylaws. Unit owners may propose amendments in writing to the Board.

8.2 **Distribution.** Amended Rules shall be distributed to all Unit owners within 15 days of adoption.

# # #

**Exhibit A**  
**Lease Guarantee Agreement**

**ATW HANGAR CONDOMINIUM  
DECLARATION OF CONDOMINIUM**

Milis Enterprise, LLC, a Wisconsin Limited Liability Company (the "Declarant") with its main offices located at W4657 County Road KK, Kaukauna, WI 54130, makes the following Declarations:

*Section 1: Purpose Of Declaration*

The purpose of this Declaration is to submit the land described below to the Wisconsin Condominium Ownership Act as required by Chapter 703 of the Wisconsin Statutes.

*Section 2: Name And Address*

The name by which this condominium is to be identified is ATW Hangar Condominium (hereafter "ATW Hangar") consisting of five (5) Units identified as Units 1, 2, 3, 4, and 5. The address of ATW Hangar is generally W6390 Challenger Drive, Appleton, WI 54914.

*Section 3: Description Of Land*

The land which the Declarant hereby submit to this Declaration under the terms of the Wisconsin Condominium Ownership Act has the following legal description, which consists entirely of leased real estate:

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 36, TOWN 21 NORTH, RANGE 16 EAST, VILLAGE OF GREENVILLE, OUTAGAMIE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 36, TOWN 21 NORTH, RANGE 16 EAST; THENCE S89°44'12"E COINCIDENT WITH THE EAST-WEST 1/4 LINE FOR A DISTANCE OF 631.98 FEET TO THE POINT OF BEGINNING; THENCE N26°08'07"E FOR A DISTANCE OF 62.63 FEET; THENCE S63°51'53"E FOR A DISTANCE OF 85.93 FEET; THENCE S26°08'07"W FOR A DISTANCE OF 280.00 FEET; THENCE N63°51'53"W FOR A DISTANCE OF 85.93 FEET; THENCE N26°08'07"E FOR A DISTANCE OF 217.37 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.55 ACRES (24,060 SQ FT) MORE OR LESS OF LEASE AREA AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The condominium plat depicting the Units, Common Areas, and Limited Common Areas is attached hereto as Exhibit "A" (the "Condominium Plat").

***Section 4: Description Of Units***

The condominium consists of concrete tilt-up building containing five (5) individual condominium hangar Units ("Units"), identified as Units 1, 2, 3, 4, and 5, as shown on the Condominium Plat.

The perimetrical boundaries of each Unit are the inside surfaces of all walls before finishing. The upper limit of each Unit is the bottom of the interior surface of the ceiling and the lower limit of each Unit is the top of the interior surface of the floor, each before finishing. All windows, window frames and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

The boundary line between Units 4 and 5 is as shown on the Condominium Plat until such time a wall is constructed between said Units. The construction of said wall shall be the sole responsibility of the Unit owner of Units 4 and 5 and shall be built according to the specifications contained in the Condominium Plat. Upon the completion of said wall, Units 4 and 5 shall be described pursuant to the perimetrical boundaries described above.

***Section 5: Description Of Common Elements And Limited Common Elements***

In addition to those common elements set forth in the Condominium Plat, the common elements include the foundations, beams, supports, walls and roofs, and landscaping and other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use. With the exception of those portions of the common elements which are limited below, each Unit has access and use of all of the common elements.

Limited common elements are portions of the common elements reserved for the exclusive use of a particular Unit and include the portions of the adjacent ramps and other portions of the common elements which in normal use are for the exclusive use of one or more but less than all of the Units as are indicated on the attached Condominium Plat And Floor Plan Map.

For the avoidance of doubt, anything not described in Section 4 of this Declaration shall be considered a common element or limited common element as defined in this Section 5.

The ATW Hangar Condominium Owner's Association ("Owner's Association") shall be responsible for, and attend to, the maintenance, replacement, reconstruction and/or repair of all common elements.

***Section 6: Percentage Interest And Number Of Votes***

Each Unit owner shall have a twenty (20) percent interest in the common elements, common expense and common surpluses.

All Units shall be entitled to one vote at the meetings of the Owner's Association. The By-Laws of the Owner's Association may make appropriate provisions for the method of voting and proxies in the case of a Unit being owned by more than one person.

***Section 7: Purpose Of Units***

Each of the Units is intended to be used for, and is restricted to, storage of aircraft and related equipment. The Rules and Regulations found in this Declaration, in the By-Laws, and in the Administrative Rules are intended for the protection and benefit of all. The aesthetic consideration involved in this condominium are, likewise, for the benefit of maintaining attractive and appropriate storage facilities for all condominium owners.

Therefore, it is necessary that no alterations of any kind to the exterior portions of the Units or buildings be made without a four-fifths (4/5) majority approval by the Unit owners. All equipment when, not in use, shall be stored out of sight. Units may be sublet only with the written approval of the Airport Director and with the written approval of the Board of Directors of the Owner's Association. The Declarant reserves the right to rent Units until all Units are sold subject to the written approval of the Airport Director. This condominium is located on the Appleton International Airport. All Units of this condominium shall be used only for aviation related purposes as that term is defined in FAA regulations. Any improvements, including all buildings and appurtenances thereto which may be constructed on the described premises, shall conform to all FAA regulations and are subject to the prior written approval of the Airport Director. In addition to meeting FAA regulations, all such improvements and their proposed location shall be in accord with all other federal, state and local building codes and/or other restrictions.

This condominium is further subject to the provisions as set forth in the Outagamie County Regional Airport General Aviation Hangar Building Minimum Specifications and any amendments thereto from time to time.

This condominium is located on land leased from Outagamie County pursuant to four (4) Ground Leases between the Declarant and Outagamie County (collectively the "Ground Lease") which leases are dated March 22 and May 28, 2024 and amended on May \_\_\_, 2025. All provisions of the Ground Lease are incorporated by reference herein as if fully set forth. The Ground Lease provides, among other things, for assignment of the Ground Lease. Such assignment is conditioned upon, among other things, written approval of the Airport Director and upon any Unit signing a personal guarantee guarantying the assignee's performance under the lease.

No business for profit related to flight instruction, repair or maintenance of aircraft or sales of aircraft other than incidental sales of aircraft by owners, shall be conducted in the condominium.

***Section 8: ATW Hangar Condominium Association***

- A. Administration:** The administration of the condominium property shall be governed by an Association in accordance with By-Laws made pursuant to Sections 703.10 and 703.10 and 703.15 of the Wisconsin Statutes.
- B. Name:** The name of the Owner's Association shall be The *ATW Hangar Condominium Association* ("Owner's Association").

C. ***Members:*** The members of the Owner's Association shall consist of the record owners of the Units in the condominium.

D. ***Board Of Directors:*** The affairs of the Association and operation of the condominium shall be governed by the Board of Directors. Initially, the Board of Directors shall consist of three persons chosen by the Declarant. When three (3) of the Units have been conveyed by the Declarant, all owners who are not members of the Declarant shall be chosen and added to the Board of Directors. Two of the original three (3) directors shall then be removed from the Board of Directors unless he, she or they are owners of sold Units in which event they shall remain on the Board of Directors. The Board of Directors will then consist of four (4) persons. After the fourth (4th) condominium is sold, the owner of that condominium shall become a member of the Board of Directors. Any member of the Board of Directors who is then not an owner of a condominium shall be removed. Thereafter, the Board of Directors shall consist of five (5) persons all of whom shall be condominium Unit owners.

E. ***Interim Administration:*** Until the election called for in Section D., or until such earlier time as Declarant choose, the management and administration of the condominium shall be vested in the Declarant through the members it appoints to the Board of Directors. The Declarant, therefore, shall have, among their powers, the right to adopt By-Laws; to amend same; to provide for the maintenance, repair and replacement of common elements; to collect from Unit owners their share of common expenses; to provide and adopt a budget; to adopt Administrative Rules governing the condominium; to provide insurance against loss or damage to the common elements, and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of the condominium; and to exercise such other powers and responsibilities of the Owner's Association and its Officers as may reasonably be needed for the operation of the condominium property.

#### *Section 9: Assessment Against Unit Owners*

The common expenses needed for the operation of the condominium shall be charged to the Unit owners in accordance with the percentage of their undivided interest in the common elements and facilities as set forth above, and such amount shall be a lien against the Unit in accordance with the provisions of Section 703.16 of the Wisconsin Statutes. Other charges against Unit owners will also be liens against a Unit as provided for in the By-Laws of the Owner's Association.

#### *Section 10: Maintenance*

A. Except as qualified, the Owner's Association shall be responsible for the maintenance, repair and replacement of the common and limited common elements. Each respective Unit owner shall be responsible for the removal of snow and ice.

B. Each Unit owner shall maintain, repair and replace, at his or her expense, all portions of the Unit. No Unit owner shall paint or otherwise decorate or change any portion of the condominium buildings not within the boundaries of his or her Unit without a four-fifths

(4/5) majority approval by the Unit owners. In addition, each Unit owner shall maintain and repair all doors and windows, provided that if it becomes necessary to replace any door or window, the replacement shall be as identical to the original door or window as possible. Further details on maintenance are included in the By-Laws and Administrative Rules of the Owner's Association. Further, all such maintenance, repair and decoration shall be subject terms and conditions of the Master Ground Lease and assignee ground lease for each Unit to the extent approval for same is required by Outagamie County.

- C. Maintenance charges which will be assessed by the Owner's Association against each Unit may include as a part of that charge an amount to be set aside in a reserve for future repairs and capital expenditures.

*Section 11: Reconstruction Or Repair or Sale*

In the event of damage to all or part of the common elements of the condominium, Section 703.18 of the Wisconsin Condominium Ownership Act shall control and, in all events, a seventy-five percent (75%) vote of the Owner's Association shall be determinative as to what actions shall be taken.

*Section 12: Method Of Amending Declaration*

This Declaration may be amended with the written consent of at least sixty percent (60%) of the votes permitted to vote at the Association Meeting. No Unit owner's consent is effective until approved by the mortgagee, if any, of the Unit. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. No amendment shall change any Unit's appropriate share of the common elements, common expenses, or the voting rights unless all of the owners of the Units shall approve thereof.

*Section 13: Applicability Of Declaration And By-Laws*

The acceptance of a conveyance or entering into occupancy as an owner, tenant or guest of any Unit shall constitute an acceptance of the provisions of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto as such documents are amended from time to time. The provisions contained in such instruments, as amended from time to time, shall be covenants running with the land and shall bind any person having an interest or estate in such Unit as though such provisions were recited in full in each conveyance. The enforcement thereof may be by such judicial proceedings as the Board of Directors may deem appropriate in addition to any remedies granted by the Wisconsin Condominium Ownership Act.

*Section 14: Utility Easement*

Declarant reserve the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as it may determine, easements in favor of public and private utilities over and upon the common elements and facilities for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utility services in and to the Units.

*Section 15: Termination*

- A. All of the Unit owners acting jointly may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective unless the same complies with the provisions of Section 703.28 of the Wisconsin Statutes and such termination is approved in writing by Outagamie County. Upon such termination, the property shall be deemed to be owned in common by Unit owners. Following termination, the property may be partitioned and sold upon application of a Unit holder, subject, however, to all terms and conditions of the Ground Lease and Assignee's Ground Lease and further conditioned upon the written approval of Outagamie County.
- B. The members of the Board of Directors, acting collectively as agent for all Unit owners, shall continue to have such powers as are granted, notwithstanding the fact that the Owner's Association itself may be dissolved upon a termination.
- C. The termination of a condominium shall not bar the creation of another condominium affecting the same property.

*Section 16: Other Provisions*

***Transfer Of Declarants' Interest.*** The Declarant hereby reserve the right to assign or convey some or all of its rights, duties, powers and obligations to one or more third parties who shall then acquire all the same rights, duties, powers and obligations as set forth in this Declaration as if said third party was the original Declarant of the condominium, subject however to the prior written approval of Outagamie County.

At such time as four (4) of the condominium Units are sold, the Declarant's Ground Lease shall be assigned to the ATW Hangar Condominium Association but such assignment shall not assign that portion of the ground lease attributable to the unsold Unit. At or before that time, the Association shall be formed as an Unincorporated Association. Condominium owners shall be allowed the number of votes in the Owner's Association as are accorded them as provided herein. The Owner's Association shall adopt as its bylaws the association bylaws.

***Resident Agent.*** Dylan Milis is the initial person to receive service of process, and his place of business is c/o ATW Hangar Condominium Association, W4657 County Road KK Kaukauna, WI 54130. The person designated to receive service of process may be removed by the Declarant at any time up until four (4) of Units in the condominium are sold and, thereafter, by a majority vote of the Unit owners. In the event of removal, resignation or death of a person designated to receive service of process, the vacancy may be filled by the Declarant until four (4) Units have been sold and, thereafter, by a majority vote by the Unit owners. When the Declarant has sold four (4) Units of this condominium, then immediately the person designated for service of process shall be the President of the Owner's Association. Said person shall remain as the person designated for service of process until the Owner's Association meets and decides otherwise.

[signature page follows]

Dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DECLARANT:**  
Milis Enterprise, LLC

\_\_\_\_\_  
Dylan Milis, Member

STATE OF WISCONSIN |  
| ss  
OUTAGAMIE COUNTY |

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2025, the above-named Dylan Milis to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires:  
Name Printed:

**OUTAGAMIE COUNTY:**

---

Authorized Representative

STATE OF WISCONSIN

|  
ss

OUTAGAMIE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named  
to me known to be the persons who executed the foregoing  
instrument and acknowledged the same.

---

Notary Public, State of Wisconsin  
My Commission expires:  
Name Printed:

This instrument drafted by:  
Attorney Will McKinley  
Menn Law Firm, Ltd.  
Appleton, Wis.

EXHIBIT "A"

Condominium Plat  
(attached)

**LEASE GUARANTEE AGREEMENT**

This Lease Guarantee Agreement (the "Agreement") is entered into as of ##, 2025, by and between the ATW Hangar Condominium Association, U.A. (the "Association"), and \_\_\_\_\_ (the "Unit Owner"), owner of Unit ## of the ATW Hangar Condominium.

**BACKGROUND**

A. The Association is responsible for managing the ATW Hangar Condominium (the "Condominium") as established under the Declaration of Condominium for ATW Hangar Condominium recorded with the Outagamie County Register of Deeds as document ##, the Condominium Bylaws, and that certain Lease between the Association and Outagamie County (the "Lease").

B. The Unit Owner has acquired ownership of a Unit in the Condominium and seeks membership in the Association.

C. According to the Association's Bylaws, as a condition of membership in the Association, the Unit Owner must guarantee the Association's compliance with the terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Guarantee of Lease.** The Unit Owner hereby guarantees, for the duration of its ownership of Unit, that the Association shall comply with all terms, conditions, and obligations of the Lease with Outagamie County. This guarantee includes, but is not limited to, the Unit Owner's obligation to ensure their own compliance with the Lease as it pertains to the use, maintenance, and operation of its Unit.

2. **Acknowledgment of Lease Terms.** The Unit Owner acknowledges that it has received and reviewed a copy of the Lease and agree to abide by its terms, including all applicable rules, regulations, and restrictions imposed by Outagamie County and the Airport Director.

3. **Duration.** This Agreement shall remain in effect for as long as the Unit Owner holds title to its Unit in the Condominium. Upon transfer of ownership, this Agreement shall terminate, and the new owner shall execute a substantially similar agreement as a condition of Association membership.

4. **Enforcement.** In the event of a breach of this Agreement, including failure to comply with the Lease, the Association may pursue remedies as provided in the Bylaws, including but not limited to fines, legal action, or imposition of a lien on the Unit Owner's Unit, as permitted by Section 9 of the Declaration.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**6. Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

**7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Unit Owner has executed this Agreement as of the date first written above.

**UNIT OWNER**

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

ATW HANGAR CONDOMINIUM ASSOCIATION, U.A.

By: Dylan Milis, Representative of Declarant

## **CONSENT OF LESSOR**

Outagamie County, a municipal corporation as Lessor in the above-described Lease Agreement, consents to this Lease Guaranty Agreement.

In witness whereof, the parties have hereto set their hands and seals this    day of  
\_\_\_\_\_, 2025.

## OUTAGAMIE COUNTY

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By: Abe Weber, Airport Director

# ***ORDINANCE NO.: B—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 On October 27, 2020, the Outagamie County Board adopted Ordinance C—2020-2021  
2 which created Section 50-353 (based on Wis. Stat. §23.33) allowing all-terrain vehicles  
3 (ATVs) and utility terrain vehicles (UTVs) to operate on roadways designated by  
4 Outagamie County and referred to as “routes.” On August 22, 2023, the Outagamie County  
5 Board adopted Ordinance D—2023-2024 which modified the ordinance as pertains to speed  
6 limits and operating hours. Wis. Stat. §23.33(8)(b)1 offers a town, village, or city the ability  
7 to enact an ordinance to designate a highway not under its jurisdiction, but within its  
8 territorial limits, as an ATV/UTV route.  
9

10 The Town of Seymour has submitted an application to the Outagamie County Highway  
11 Commissioner to designate the following county highways as an ATV/UTV route:  
12

- CTH G between the West Town line and the East Town line (see attached map)
- CTH VV between Lawn Road and the East Town line (see attached map)
- CTH Y between CTH G and North Town line (see attached map)

16 The Town of Seymour has completed said requirements of Outagamie County Code of  
17 Ordinance Sec. 50-353(4)(a)(ii) and submitted the following documents with the  
18 applications:  
19

- A map showing the proposed ATV/UTV route on the county highway system.
- A map showing any existing or future ATV/UTV routes leading to the proposed  
route.
- A statement explaining why the proposed route should be designated as an  
ATV/UTV route.
- Documentation that items required in Ordinance 50-353 Sec. 4(a)(i)1-3 were  
completed by the Municipality.
- A statement that the applicant will be financially responsible for payments for the  
installation and maintenance of required ATV/UTV route signs.
- Regulations set forth in Ordinance Sec. 50-353(5) were adopted by the Town of  
Seymour on May 12, 2022.

31 The Outagamie County Highway Commissioner has completed a review as detailed in  
32 Ordinance Sec. 50-353(4)(b) and is recommending approval. The Outagamie County  
33 Highway, Recycling and Solid Waste Committee is recommending approval.  
34

35 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste

36 Committee recommend adoption of the following ordinance.  
37

1 BE IT ORDAINED, that the Outagamie County Board of Supervisors does approve  
2 designating CTH G between the West Town line and the East Town line, CTH VV between Lawn  
3 Road and the East Town line, and CTH Y between CTH G and the North Town line, said sections  
4 in the Town of Seymour, as ATV/UTV routes as detailed on the attached Memorandums and map,  
5 which by reference are made a part hereof, and

6 BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a  
7 copy of this ordinance to the Outagamie County Highway Commissioner, the Outagamie County  
8 Development and Land Services Director, the Outagamie County Sheriff, and the Town of  
9 Seymour.

10 Dated this \_\_\_\_ day of May 2025

Respectfully Submitted,  
HIGHWAY, RECYCLING AND SOLID  
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

---

Jason Wegand

---

Dennis Clegg

---

Steve Thiede

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed:

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## Board Chairperson

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## County Clerk

Approved:

Vetoed:

Signed: \_\_\_\_\_  
County Executive



Find us on @Outagamie County Highway Department

## Highway Department

1313 Holland Road, Appleton, WI 54911-8947  
Phone: (920) 832-5673 Fax: (920) 832-2032  
Visit our website at [www.outagamie.org](http://www.outagamie.org)

## MEMORANDUM

TO: Outagamie County Highway, Recycling & Solid Waste Committee  
FROM: Dean E. Steingraber, Outagamie County Highway Commissioner  
DATE: April 22, 2025  
RE: Town of Seymour – ATV/UTV Route – Review & Recommendation

### Application Details:

<i>Applicant:</i>	<u>Town of Seymour</u>
<i>Request:</i>	ATV/UTV Route Designation
<i>Highway:</i>	CTH G
<i>Limits:</i>	West Town Line to East Town Line
<i>Public Hearing Date:</i>	February 6, 2025 Held by Town of Seymour
<i>Written Notice Sent to Property Owners on:</i>	January 17, 2025 by Town of Seymour
<i>Official Action to Apply for Route Taken on:</i>	February 6, 2025 by Town of Seymour
<i>Regulations Adoption Date:</i>	May 12, 2022 by Town of Seymour

### Background:

The Town of Seymour has completed said requirements of Ordinance Sec. 50-353(4)(a)(ii) and the following documents are attached:

1. A map showing the proposed ATV/UTV route on the county highway system.
2. A map showing any existing or future ATV/UTV routes leading to the proposed route.
3. A statement explaining why the proposed route should be designated as an ATV/UTV route.
4. Documentation that items required in Ordinance 50-353(4)(a)(i)1-3 were completed by Town of Seymour.
5. A statement that the Town of Seymour will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
6. A copy of the Town of Seymour board/committee action to adopt the regulations found in Ordinance 50-353(5).

### Analysis:

Based on said ordinance, the following data has been collected:

Traffic Volume: 490 AADT

Speed Limit(s): 55 MPH

Vision Clearance: Site distance meets requirements.

Pavement and Shoulder Conditions: No issues

Other Safety/Operational Factors: None

### Recommendation:

Based on the above safety and operational considerations of the route, I am respectfully recommending that this application be approved.



Find us on @Outagamie County Highway Department

## Highway Department

1313 Holland Road, Appleton, WI 54911-8947  
Phone: (920) 832-5673 Fax: (920) 832-2032  
Visit our website at [www.outagamie.org](http://www.outagamie.org)

## MEMORANDUM

TO: Outagamie County Highway, Recycling & Solid Waste Committee  
FROM: Dean E. Steingraber, Outagamie County Highway Commissioner  
DATE: April 22, 2025  
RE: Town of Seymour – ATV/UTV Route – Review & Recommendation

### Application Details:

Applicant:	Town of Seymour
Request:	ATV/UTV Route Designation
Highway:	CTH VV
Limits:	Lawn Rd to East Town Line
Public Hearing Date:	February 6, 2025 Held by Town of Seymour
Written Notice Sent to Property Owners on:	January 17, 2025 by Town of Seymour
Official Action to Apply for Route Taken on:	February 6, 2025 by Town of Seymour
Regulations Adoption Date:	May 12, 2022 by Town of Seymour

### Background:

The Town of Seymour has completed said requirements of Ordinance Sec. 50-353(4)(a)(ii) and the following documents are attached:

1. A map showing the proposed ATV/UTV route on the county highway system.
2. A map showing any existing or future ATV/UTV routes leading to the proposed route.
3. A statement explaining why the proposed route should be designated as an ATV/UTV route.
4. Documentation that items required in Ordinance 50-353(4)(a)(i)-3 were completed by Town of Seymour.
5. A statement that the Town of Seymour will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
6. A copy of the Town of Seymour board/committee action to adopt the regulations found in Ordinance 50-353(5).

### Analysis:

Based on said ordinance, the following data has been collected:

Traffic Volume: 1200 AADT

Speed Limit(s): 55 MPH

Vision Clearance: Site distance meets requirements.

Pavement and Shoulder Conditions: No issues

Other Safety/Operational Factors: None

### Recommendation:

Based on the above safety and operational considerations of the route, I am respectfully recommending that this application be approved.



Find us on @Outagamie County Highway Department

## Highway Department

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Phone: (920) 832-5673 Fax: (920) 832-2032  
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## MEMORANDUM

TO: Outagamie County Highway, Recycling & Solid Waste Committee  
FROM: Dean E. Steingraber, Outagamie County Highway Commissioner  
DATE: April 22, 2025  
RE: Town of Seymour – ATV/UTV Route – Review & Recommendation

### Application Details:

<i>Applicant:</i>	<u>Town of Seymour</u>
<i>Request:</i>	ATV/UTV Route Designation
<i>Highway:</i>	CTH Y
<i>Limits:</i>	CTH G to North Town Line
<i>Public Hearing Date:</i>	February 6, 2025 Held by Town of Seymour
<i>Written Notice Sent to Property Owners on:</i>	January 17, 2025 by Town of Seymour
<i>Official Action to Apply for Route Taken on:</i>	February 6, 2025 by Town of Seymour
<i>Regulations Adoption Date:</i>	May 12, 2022 by Town of Seymour

### Background:

The Town of Seymour has completed said requirements of Ordinance Sec. 50-353(4)(a)(ii) and the following documents are attached:

1. A map showing the proposed ATV/UTV route on the county highway system.
2. A map showing any existing or future ATV/UTV routes leading to the proposed route.
3. A statement explaining why the proposed route should be designated as an ATV/UTV route.
4. Documentation that items required in Ordinance 50-353(4)(a)(i)1-3 were completed by Town of Seymour.
5. A statement that the Town of Seymour will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
6. A copy of the Town of Seymour board/committee action to adopt the regulations found in Ordinance 50-353(5).

### Analysis:

Based on said ordinance, the following data has been collected:

Traffic Volume: 590 AADT

Speed Limit(s): 55 MPH

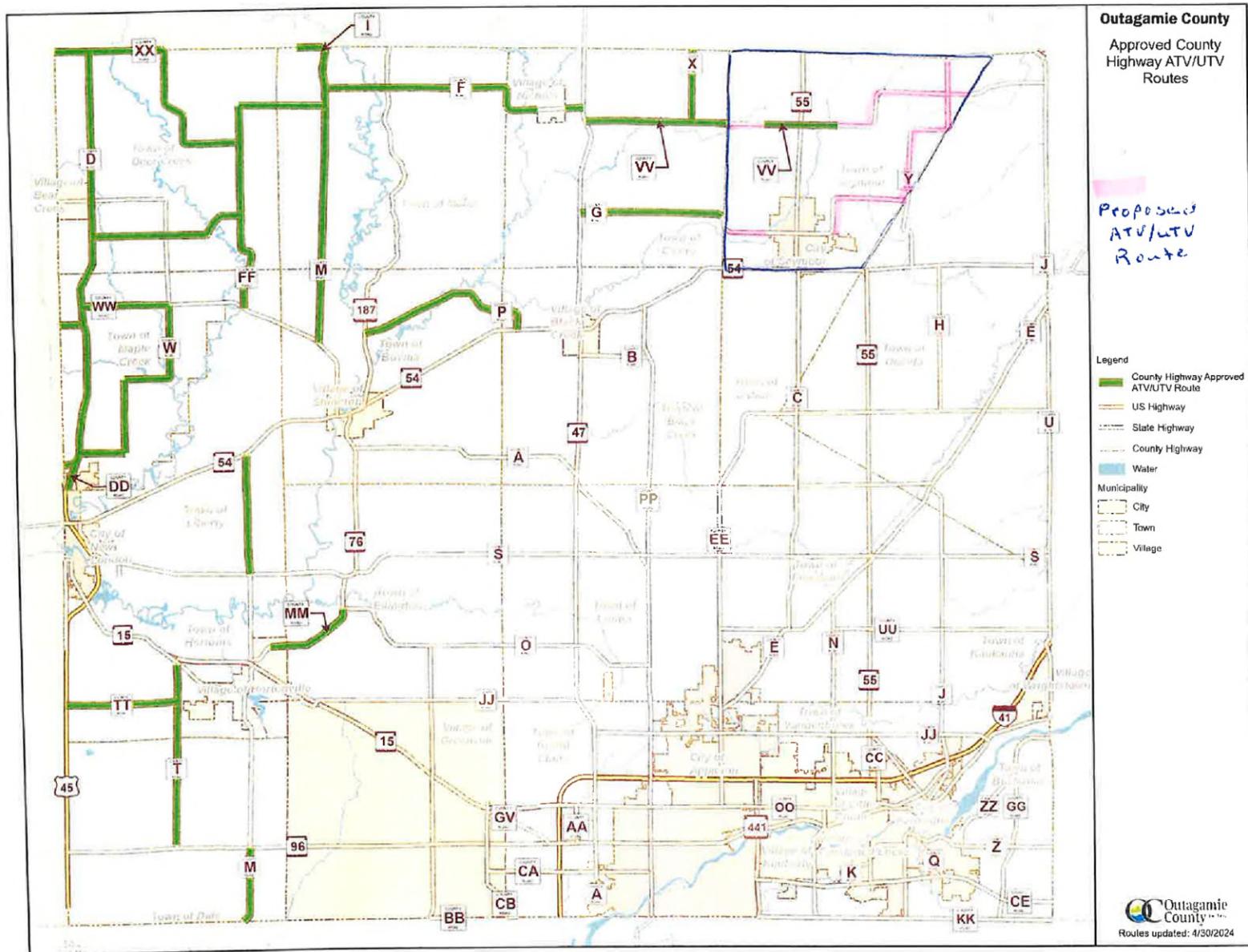
Vision Clearance: Site distance meets requirements.

Pavement and Shoulder Conditions: No issues

Other Safety/Operational Factors: None

### Recommendation:

Based on the above safety and operational considerations of the route, I am respectfully recommending that this application be approved.



# ***ORDINANCE NO.: C—2025-26***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

**MAJORITY**

1 The Highway, Recycling and Solid Waste Committee is requesting to amend the County  
2 Code of Ordinances as pertains to Section 50-307 – Spacing and frequency.  
3

4 The Outagamie County Comprehensive Plan, approved in February 2020, identified the  
5 need to “Evaluate and modernize the Highway Access Control Ordinance” as a key  
6 component of *Goal 1: Integrated Land Use and Transportation System*. The proposed  
7 amendment would allow for the substitution of an existing public access point for another  
8 in the interest of public safety, convenience, and general welfare.  
9

10 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste

11 Committee recommend adoption of the following ordinance.

12 BE IT ORDAINED, that the Outagamie County Board of Supervisors does amend Section  
13 50-307, Spacing and frequency, of the Outagamie County Code of Ordinances to read as follows  
14 (additions are in red and underlined; deletions are in red and struck through):

15 **Sec. 50-307. – Spacing and frequency.**

16 (a) One access may be permitted for each parcel of land as defined under section 50-257,  
17 but whenever possible, access should be granted on minor roads instead of controlled  
18 access highways when there is a choice between the two types of roads.  
19 (b) Access permits shall not be issued where the horizontal distances between access points  
20 on a controlled access highway will be less than 600 feet, unless there is no other way  
21 to provide access to an existing parcel.  
22 (c) A maximum of eight access points per side per mile of highway shall be permitted,  
23 unless there is no other way to provide access to an existing parcel.  
24 (d) The County may allow for substitution of an existing public access point for another  
25 public access point, provided that the new access point improves public safety, traffic  
26 flow, or overall connectivity. This change may be implemented in response to traffic  
27 safety concerns, development proposals, future land use planning, or as part of ongoing  
28 safety improvements on the highway network.

29  
30 BE IT FURTHER ORDAINED, that this ordinance shall be in effect upon completion of

31 publication in accordance with Wisconsin State Statutes, and

1 BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a  
2 copy of this ordinance to the Outagamie County Development and Land Services Director, the  
3 Outagamie County Highway Commissioner, and Municipal Code Corporation for inclusion in the  
4 Outagamie County Code of Ordinances.

5 Dated this \_\_\_\_ day of May 2025

Respectfully Submitted,  
HIGHWAY, RECYCLING AND SOLID  
WASTE COMMITTEE

13 Joy Hagen

Daniel Nejedlo

---

18 Jason Wegand

---

Dennis Clegg

23 Steve Thjede

26 Duly and officially adopted by the County Board on: \_\_\_\_\_

29 Signed: \_\_\_\_\_

---

Digitized by srujanika@gmail.com

33 Approved:

33 Approved: Vetoed:

36 Signed: \_\_\_\_\_  
County Executive



**Department of Development and Land Services**  
Planning & Zoning | GIS & Land Information  
320 S. Walnut St. | Appleton, WI 54911  
Outagamie County Government Center, 3rd Floor  
Phone: (920) 832-5255 Fax: (920) 832-4770  
[www.outagamie.org](http://www.outagamie.org)

## MEMORANDUM

TO: Outagamie County Highway, Recycling, and Solid Waste Committee  
FROM: Sadie DiNatale Burda, DLS Deputy Director on behalf of Highway Department and  
Development and Land Services Department  
DATE: April 8, 2025  
RE: Proposed Minor Code Amendment to Chapter 50, Pertaining to Public Access

---

Outagamie County adopted its [Comprehensive Plan](#) in February 2020, following an extensive process of community outreach, feedback, and review that spanned several years. The Plan identified the need to "Evaluate and modernize the Highway Access Control Ordinance" as a key component of *Goal 1: Integrated Land Use and Transportation System*.

The Highway Access Control Ordinance is codified within Chapter 50, Article III, Division 3 of Outagamie County's Code of Ordinances. Per Sec. 50-256, the purpose of the ordinance is to:

- Promote the safe and efficient ingress and egress to certain county trunk highways in the interest of public safety, convenience and general welfare.
- Protect the public investment in highways by preventing premature functional obsolescence.
- Reduce highway accidents caused by frequent and poorly designed points of access.
- Promote the balanced use of land for the mutual protection of landowners, motorists and the county.
- Enhance the highway appearance for making highway travel more pleasant.
- Permit utilities to construct and operate telegraph, telephone or electric lines or pipe lines for the purpose of transmitting messages, water, heat, light or power along, across or within the limits of any county trunk highway, provided permits have been obtained and established fees paid therefor.

**County staff recommends a minor text amendment to the ordinance.** The proposed amendment, presented in **Exhibit 1**, would allow for the substitution of an existing public access point for another in the interest of public safety, convenience, and general welfare.

This recommendation stems from a recent development proposal associated with County Trunk Highway N, where a property owner seeks to dedicate land to the Town of Freedom for a public park. The current ordinance prevents public access to the parcel from County Trunk Highway N due to the amount of existing accesses on the highway. While the owner and Town of Freedom are willing to adjust

a public access point nearby, the ordinance currently does not permit it. County staff acknowledges that modifying the access point could improve safety and traffic flow for all affected properties.

The added flexibility that this amendment provides would enable more strategic and responsive adjustments to access points, improving the overall functionality of the highway system while ensuring safety is prioritized. Additionally, it provides an opportunity to optimize the transportation network as development occurs or as traffic patterns evolve.

It is important to note that this amendment **would not change existing approval procedures**. Any petitioner seeking to substitute an access point would still be required to obtain approval through the established channels, which include review by the County Highway, Recycling, and Solid Waste Committee as well as the Agriculture, Extension Education, Zoning, and Land Conservation Committee. These committees hold the authority to approve, conditionally approve, or reject applications (Sec. 50-327(c)).

**Staff Recommendation**

County staff requests that the County Highway, Recycling, and Solid Waste Committee: **recommend approval** of the minor code amendment to Ch. 50, Outagamie County Code of Ordinances, as proposed in Exhibit 1.

## Exhibit 1: Proposed Amendment to Chapter 50

This exhibit presents the proposed text amendment to Chapter 50 of Outagamie County's Code of Ordinances in red text. The amendment is contained within:

**Chapter 50 – Streets, Sidewalks and Other Public Property**

**Article III. – Streets, Highways and Rights-of-Way**

**Division 3. – County Trunk Highway Access Control Regulations and Utility Permits and Fees**

**Subdivision III. - Standards and Specific Provisions**

Specifically, the amendment is made to **Sec. 50-307. - Spacing and frequency.**

- (a) One access may be permitted for each parcel of land as defined under section 50-257, but whenever possible, access should be granted on minor roads instead of controlled access highways when there is a choice between the two types of roads.
- (b) Access permits shall not be issued where the horizontal distances between access points on a controlled access highway will be less than 600 feet, unless there is no other way to provide access to an existing parcel.
- (c) A maximum of eight access points per side per mile of highway shall be permitted, unless there is no other way to provide access to an existing parcel.
- (d) **The County may allow for the substitution of an existing public access point for another public access point, provided that the new access point improves public safety, traffic flow, or overall connectivity. This change may be implemented in response to traffic safety concerns, development proposals, future land use planning, or as part of ongoing safety improvements on the highway network.**