

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

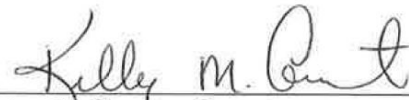
Office of the County Clerk, May 27, 2025.

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 MAY 13, 2025 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
 - A. Paula Van De Leygraaf, Emergency Management Coordinator, will give a presentation on the new Emergency Operations Center structure and an update on the Emergency Operations Center (EOC) Plan
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
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will give an Administrative Update.
10. UNFINISHED BUSINESS
11. NEW BUSINESS
 - A. Ordinance No. Z-5—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve to recommend adoption of the Town of Black Creek Zoning Map, covering the entire territory of the Town of Black Creek and as illustrated in the attached Exhibit 1, as part of the County Zoning Ordinance (Chapter 54), finding the action consistent with the Outagamie County Comprehensive Plan, as detailed on the ordinance.
 - B. Resolution No. 24—2025-26 – Public Safety Committee. Approve to respectfully request the State of Wisconsin to provide financial assistance of \$1 per capita of each county and tribe or a cost-share of Emergency Management staffing costs not to exceed current federal grant funding with each county and tribe to prepare for, respond to, and recover from disasters, in addition to funding the Wisconsin Disaster Fund at the threshold identified by the federal government for state and local governments to handle before there is any federal assistance, for a grant program providing assistance to impacted residents be included in the Wisconsin Disaster Fund, and for appropriate staffing for Wisconsin Emergency Management to develop this new grant program.

- C. Resolution No. 25—2025-26 – Health and Human Services Committee. Confirm and ratify the authority of the Law Firms to file appropriate pleadings in MDL 2804 or appropriate federal or state court proceedings to add additional parties, including but not limited to the entitles listed on the attached Exhibit A as defendants, and confirm and ratify the Corporation Counsel, Board Chair or other authorized official to execute and deliver any and all other and further documents necessary to effectuate the intent of this Resolution, and that all actions heretofore taken by the County Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed, and approved.
- D. Resolution No. 26—2025-26 – Highway, Recycling and Solid Waste Committee. Authorize and approve transferring five acres of property from the County Recycling and Solid Waste Department to the County Highway Department, as detailed in the attached Memorandum of Understanding, for the expansion of the Highway Campus Facility, and transfer \$135,000 from the HWY Related Land Acquisition Capital Outlay line item to the Transfer Station Proceeds from Sale of Asset line item, as detailed in the attached fiscal note.
- E. Resolution No. 27—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the attached Agreement for Purchase and Sale of Fee Ownership between Lynn A. Peterson and Mary Lou Felda and Outagamie County for real estate and all structures and other improvements located along STH 76 and CTH BB in the Village of Greenville and transfer \$20,000 from the Airport Terminal Fund Balance Applied line item to the Airport Terminal Capital Outlay line item, as detailed on the attached fiscal note.

12. REPORTS



Kelly Gerrits, County Clerk



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, May 13, 2025.

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

ROLL CALL: 29 present, 6 absent, 1 vacant. Members present: Thompson, Smith, Patience, Gabrielson, Kostelny, Hammen, Krueger, Ferguson, McCabe, Wegand, Hermes, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Janke, Weinberg, Culbertson, Monfils, Winterfeldt, Nejedlo, Clegg, VanderHeiden, Rettler, and Lautenschlager. Members absent: Johnson, Lawrence, Lamers, MacDonald, Thyssen, and Koury. Vacant: District 16.

The Board Chairperson requested the Board's confirmation to excuse Supervisors Johnson, Lawrence, Lamers, MacDonald, Thyssen, and Koury. No objections; so ordered.

The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE APRIL 15, 2025 COUNTY BOARD MEETING –

Supervisor Lautenschlager moved, seconded by Supervisor Kostelny, to approve the minutes of the April 15, 2025 County Board meeting.

ROLL CALL: 28 yes, 1 abstain (Weinberg), 6 absent, 1 vacant. MINUTES OF THE APRIL 15, 2025 COUNTY BOARD MEETING ARE APPROVED.

SPECIAL ORDER OF BUSINESS –

Thomas Nelson, County Executive, and Dustin Mack, PhD, History Museum at the Castle Executive Director, provided 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.

County Executive Nelson started off the presentation by providing historical context associated with the University of Wisconsin-Fox Valley / UW-Oshkosh Fox Cities Campus, major changes in its timeline as an evolving educational institution, and final decision and details of the sale of the property and assets. The educational institution was active from 1948 through 2025, where in 1948 Outagamie and Winnebago County were deeded first property, in 1959 the original campus was designed/built, in 1970 both counties entered in a Memorandum of Understanding (MOU) with UW for ownership. In 2008, Outagamie and Winnebago were deeded the Engineering building, merged with UW-Oshkosh in 2018, and the decision of closure by UW-Oshkosh in 2024.

As of now, the responsibilities associated with the entity include the 41 acre campus, which is shared with Winnebago County, and costs are split 50/50 for capital and maintenance (Ex. Outagamie County's portion in 2012-22 for maintenance was approximately \$125,000 per year for maintenance and approximately \$136,000 per year for capital improvements, respectively. Outagamie County (OC) has helped invest in major infrastructure projects on the campus, including its North addition (Field house, fine arts, classroom, equipment) in 1991 (OC's portion was \$4.2 million), the Engineering building in 2011 (OC's portion was \$1 million), and the Communication Arts Center in 2009 (OC's portion was \$5.3 million).

In relation to next steps, closure of the campus is slated for June 30, 2025, in which classes end, and on December 31, 2025, the UW is released from obligations.

The public became aware of UW's intentions to eventually close the campus preemptively in fall 2024, and to prepare for this ultimate outcome, Winnebago and Outagamie County Executives met and planned for the transition. The county executives worked in tandem and engaged with numerous local educational institutions (FVTC, Marian College, Lawrence University, Menasha schools, History Museum) to gauge interest/insight, and fielded numerous calls, emails, and letters regarding public input.

Initially, Menasha Joint School District had interest in assuming full control of the campus (minus Weis Earth Science Museum) in October 2024, but by March 2025, the school district rescinded its offer to purchase the campus.

During this time, the History Museum was conducting its own feasibility study, regularly communicating with both county executives, and on February 4, 2025, the museum approached the county executives with their first public release on History Museum interest. Knowing Outagamie County is considered a major donor for the educational institution, their interest in acquiring the museum seemed like a good fit.

More recently, Winnebago County proposed to take full ownership of the campus (minus the Weis Earth Science Museum). Winnebago's proposal will be the same proposal as the Menasha Joint School District, and will purchase the campus for one dollar. Winnebago County will attempt to run the campus for two years for a public purpose (whether that is of private purpose to generate revenue to support the public purpose, or by partitioning areas to make it profitable). After the two year trial run, Winnebago County may proceed with the property however they choose to do so (this can include being sold to a private party). The split net proceeds will be 50/50 with Outagamie County due to perpetuity.

Winnebago County's Property Committee already voted on the measure on April 8, 2025 (5-0 in favor of purchase), and their County Board voted on April 15, 2025 (in favor 28-5-1). Outagamie County's Property Committee voted on the proposal on April 22, 2025 (in favor 3-0), and now is before the Outagamie County Board for vote on May 13, 2025 to determine the ultimate outcome. If voted in favor of, the transaction would be complete and Outagamie's financial obligations would end (which would save taxpayers upwards of \$400-500,000 per year). A vote in opposition of Winnebago County's proposal would end up putting the campus and its assets up for sale on private market, with the power to the campus being cut off effective January 1, 2026.

Dustin Mack, PhD, History Museum at the Castle Executive Director, provided an overview of the History Museum at the Castle, its mission, history and exhibits. His team recognized the importance of the Weis Earth Science Museum and did not wish for the institution to go by the wayside, as there is a space at the History Museum. Their intention is to merge the Weis Earth Science Museum into the History Museum, where the History Museum staff would disassemble, retrofit, and reinstall the Weis' exhibits in the History Museum's main gallery, with the intention of having the exhibit open to the public summer 2025. Continuation of relocation would include processing and packing the Weis' specimen collections held in storage, for relocation to the History Museum's collections facility, with the anticipated completion of relocation in fall 2025.

Dr. Mack continued with explaining the requirement of hiring two limited-term museum professionals to help facilitate the transition to explain the importance and relevance, and the documenting/caring for specimens properly. In relation to the ability to sustain and support the Weis, the History Museum has secured full funding for the projected \$233,000 relocation budget. A number of community partners have

made this funding possible, including: Community Foundation for the Fox Valley Region, Fox Cities Convention and Visitors' Bureau, University of Wisconsin System, Miron Construction, Lawrence University, City of Appleton, Stephen Weis, Bruce Danz, and other key stakeholders.

With the Weis Earth Science Museum acquisition, there may be the potential of expanding the History Museum for increased gallery and storage space. The expectation of the anticipated expansion project would be 3-5 years after Weis transition is finalized. If the expansion is not ultimately possible, the History Museum team will refurbish existing exhibits attained through the acquisition so the public can continue to learn and enjoy the artifacts and collections for years to come.

ESTABLISH ORDER OF THE DAY– Chairperson Gabrielson reported the request to have Resolution Nos. 10, 11, 12, 14, 19, and 20—2025-26 locked in at the meeting.

Chairperson Gabrielson requested unanimous consent to have the above mentioned resolutions locked in at the end of the meeting. No objections; so ordered.

COMMUNICATIONS –

Chairperson Gabrielson summarized the following communications:

- Supervisor Kelly Schroeder submitted her letter of resignation from District 16 effective May 1, 2025, due to moving out of the district; Chairperson Gabrielson wished her well in her future endeavors.
- Please inform the Legislative Services Office if a Supervisor plans on being absent from any upcoming committee or County Board meeting; Chairperson Gabrielson indicated there have been recent instances of meetings that were close to not meeting quorum for scheduled meetings due to lack of attendance.
- Please make a habit to review e-mails regularly to stay up-to-date on information concerning the county.
- Supervisor Ferguson participated with the Outagamie County Team Sole Burner on May 10, 2025 and finished 93rd out of 834 participants in the race. His time was 25 minutes, 16 seconds.
- Chantell Konkle, Outagamie County Telecommunicator, received the Wisconsin Public Safety Communications (WIPSCOM) Telecommunicator of the Year Award, at the WIPSCOM Spring Conference, which is being held in the Wisconsin Dells on May 13, 2025.
- A reminder that although there is updated audio equipment, it is still important to speak clearly and close to the microphone to ensure all can hear.
- Supervisor Spears requested to have Resolution No. 18-2025–26 to be included in the lock in.
- Chairperson Gabrielson no County Board Supervisor birthdays for the rest of May 2025.

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 –

Ronna Swift, 230 W. Seymour Street, Appleton – spoke in support of Resolution No. 12–2025-26.

Monica Rico, 1015 N. Union Street, Appleton – spoke in support of Resolution No. 12–2025-26.

Dr. Don Mikulic, 713 N. Superior Street, Appleton – spoke in opposition of Resolution No. 12 –2025-26.

Dr. Marc Sackman, 1412 W. Packard Street, Appleton – spoke in support of Resolution No. 11–2025-26.

Dr. Stephen Weis, 3117 W. Twin Willow Court, Appleton – spoke in support of Resolution No. 12–2025-26.

Bruce Danz, 717 N. Kensington Drive, Appleton – spoke in support of Resolution No. 12–2025-26.

Chairperson Gabrielson informed the County Board of the two (2) non-Outagamie County residents (one resident of Winnebago and one resident of Calumet County) who wished to speak regarding items on the agenda. Chairperson Gabrielson asked for unanimous consent by voice vote to suspend the rules to allow the two individuals to speak who reside outside Outagamie County.

Supervisor Thiede objected to the unanimous consent and per County Board Rules, a $\frac{3}{4}$ full membership majority vote will be required to suspend the rules.

ROLL CALL: 21 yes, 8 no (Patience, Krueger, Ferguson, McCabe, Hermes, Thiede, Weinberg, Clegg), 6 absent, 1 vacant. MOTION FAILED TO SUSPEND THE RULES OF THE COUNTY BOARD.

APPOINTMENTS –

County Executive Nelson nomination for appointment of Rachel Roth to the Greenway Implementation Committee; term expires April 30, 2027.

Supervisor Hagen moved, seconded by Supervisor Kostelny, for confirmation of the above-listed appointment.

ROLL CALL: 29 yes, 6 absent, 1 vacant. RACHEL ROTH IS APPOINTED TO THE GREENWAY IMPLEMENTATION COMMITTEE.

REPORT BY THE COUNTY EXECUTIVE – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS –

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. Z-4—2025-26 IS ADOPTED.

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.

Chairperson Gabrielson provided additional context that Resolution No. 10–2025-26 was amended in the Property, Airport, Recreation & Economic Development Committee, which the new amended version of the contact was included on the County Board of Supervisor desks.

Supervisor Culbertson moved, seconded by Supervisor Thiede, for adoption as amended.

ROLL CALL: 28 yes, 1 no (Clegg), 6 absent, 1 vacant. RESOLUTION NO. 10—2025-26 IS ADOPTED AS AMENDED.

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.

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

ROLL CALL: 26 yes, 3 no (Smith, Clegg, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 11—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 28 yes, 1 abstain (Monfils), 6 absent, 1 vacant. RESOLUTION NO. 12—2025-26 IS ADOPTED.

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.

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

Supervisor Spears requested to have this item for lock in.

ROLL CALL: 28 yes, 1 no (Janke), 6 absent, 1 vacant. RESOLUTION NO. 13—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 14—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 15—2025-26 IS ADOPTED.

Chairperson Gabrielson informed the County Board, per County Board Rules, the County Board was eligible to take a short recess, as the meeting surpassed the 90-minute mark. As there were no requests to take the recess, the meeting continued.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 16—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 17—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 18—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 19—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 20—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 21—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 22—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 23—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 27 yes, 2 no (Ferguson, Thiede), 6 absent, 1 vacant. ORDINANCE NO. B—2025-26 IS ADOPTED.

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.

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

ROLL CALL: 29 yes, 6 absent, 1 vacant. ORDINANCE NO. C—2025-26 IS ADOPTED.

Chairperson Gabrielson informed the County Board of the following resolutions which were requested to be on lock in for the meeting: Resolution Nos. 10, 11, 12, 13, 14, 18, 19, and 20—2025-26, and inquired if the collective could be taken as a group, or if any Supervisor would like to pull out an item to be voted on separately.

Supervisor Klemp requested to have Resolution No. 13—2025-26 to be pulled out and voted on separately.

Supervisor Spears requested Resolution Nos. 11 and 12—2025-26 to be pulled out and voted on separately.

Supervisor Thiede requested to have Resolution 18—2025-26 to be pulled out and voted on separately.

Chairperson Gabrielson considered all of the requests and opted to have each resolution to be voted on separately for lock in.

RECONSIDERATION OF RESOLUTION NO. 10—2025-26 AS AMENDED.

Supervisor Patience moved, seconded by Supervisor Krueger, to reconsider the above listed resolution as amended.

Vote for reconsideration. ROLL CALL: 17 yes, 12 no (Smith, Ferguson, Hermes, Croatt, Spears, Heiser, Mitchell, Cuff, Thiede, Clegg, VanderHeiden, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 10—2025-26 IS RECONSIDERED AS AMENDED.

Vote for lock in. ROLL CALL: 24 yes, 5 no (Smith, Hermes, Spears, Clegg, VanderHeiden), 6 absent, 1 vacant. RESOLUTION NO. 10—2025-26 IS ADOPTED & LOCKED IN AS AMENDED.

RECONSIDERATION OF RESOLUTION NO. 11—2025-26.

Supervisor Patience moved, seconded by Supervisor McCabe, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 17 yes, 12 no (Smith, Ferguson, Hermes, Croatt, Spears, Heiser, Mitchell, Cuff, Thiede, Monfils, VanderHeiden, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 11—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 23 yes, 6 no (Smith, Spears, Monfils, Clegg, VanderHeiden, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 11—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 12—2025-26.

Supervisor Patience moved, seconded by Supervisor Kostelny, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 20 yes, 9 no (Smith, Ferguson, Hermes, Croatt, Spears, Heiser, Cuff, Thiede, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 12—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 27 yes, 2 no (Smith, Spears), 6 absent, 1 vacant. RESOLUTION NO. 12—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 13—2025-26.

Supervisor Spears moved, seconded by Supervisor Hagen, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 24 yes, 5 no (Ferguson, Klemp, Thiede, Janke, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 13—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 27 yes, 2 no (Janke, Clegg), 6 absent, 1 vacant. RESOLUTION NO. 13—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 14—2025-26.

Supervisor Culbertson moved, seconded by Supervisor Monfils, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 27 yes, 2 no (Ferguson, Thiede), 6 absent, 1 vacant. RESOLUTION NO. 14—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 14—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 18—2025-26.

Supervisor Spears moved, seconded by Supervisor Kostelny, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 27 yes, 2 no (Ferguson, Klemp), 6 absent, 1 vacant. RESOLUTION NO. 18—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 18—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 19—2025-26.

Supervisor McCabe moved, seconded by Supervisor Spears, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 26 yes, 3 no (Ferguson, Thiede, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 19—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 19—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 20—2025-26.

Supervisor Smith moved, seconded by Supervisor Krueger, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 25 yes, 4 no (Ferguson, Klemp, Thiede, Lautenschlager), 6 absent, 1 vacant. RESOLUTION NO. 20—2025-26 IS RECONSIDERED.

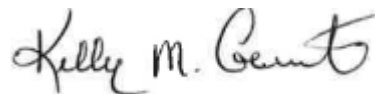
Vote for lock in. ROLL CALL: 29 yes, 6 absent, 1 vacant. RESOLUTION NO. 20—2025-26 IS ADOPTED & LOCKED IN.

REPORTS – None.

ADJOURNMENT

Supervisor Patience moved, seconded by Supervisor Wegand to adjourn until May 27, 2025 at 7:00 p.m.
VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:57 p.m.



Kelly Gerrits, County Clerk

ROLL CALL SUMMARY MAY 13, 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	36	36	60	60
2. Johnson	36	0	60	24
3. Smith	36	36	60	60
4. Patience	36	36	60	60
5. Gabrielson	36	36	60	60
6. Kostelny	36	36	60	60
7. Hammen	36	36	60	60
8. Lawrence	36	0	60	24
9. Krueger	36	36	60	36
10. Lamers	36	0	60	24
11. Ferguson	36	36	60	60
12. McCabe	36	36	60	36
13. Wegand	36	36	60	41
14. Hermes	36	36	60	60
15. MacDonald	36	0	60	24
16. VACANT	0	0	0	0
17. Croatt	36	36	60	45
18. Spears	36	36	60	60
19. Heiser	36	36	60	60
20. Mitchell	36	36	60	60
21. Cuff	36	36	60	60
22. Hagen	36	36	60	60
23. Klemp	36	36	60	60
24. Thiede	36	36	60	60
25. Janke	36	36	60	36
26. Weinberg	36	36	60	36
27. Culbertson	36	36	60	60
28. Monfils	36	36	60	36
29. Winterfeldt	36	36	60	36
30. Nejedlo	36	36	60	60
31. Clegg	36	36	60	60
32. Thyssen	36	0	60	24
33. VanderHeiden	36	36	60	60
34. Rettler	36	36	60	36
35. Koury	36	0	60	24
36. Lautenschlager	36	36	60	60

Member(s) absent: Johnson, Lawrence, Lamers, MacDonald, Thyssen, Koury, D16 (Vacant)

ORDINANCE NO.: Z-5—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 AN ORDINANCE TO AMEND THE OUTAGAMIE COUNTY ZONING ORDINANCE.

2 The subject matter of the ordinance having been duly referred and considered by the
3 Outagamie County Agriculture, Extension Education, Zoning and Land Conservation
4 Committee and public hearing having been held after giving requisite notice of said
5 hearing, and a recommendation as required by Section 59.69 of the Wisconsin State
6 Statutes.

7
8 Outagamie County Planning Staff Review recommends approval. Agriculture, Extension
9 Education, Zoning and Land Conservation Committee recommends approval.

10
11 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning,
12 and Land Conservation Committee recommend adoption of the following ordinance.

13 BE IT ORDAINED, that the Outagamie County Board of Supervisors does recommend adoption
14 of the Town of Black Creek Zoning Map, covering the entire territory of the Town of Black Creek and as
15 illustrated in Exhibit 1, which is attached hereto and made a part hereof, as part of the Outagamie County
16 Zoning Ordinance (Chapter 54), finding the action consistent with the Outagamie County Comprehensive
17 Plan, and

18 BE IT FURTHER ORDAINED, that this ordinance shall be in full force and effect in Outagamie
19 County upon approval by the Outagamie County Board of Supervisors and publication per State Statute
20 59.14 and 66.0103, and

21 BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a certified
22 copy of this ordinance to the Town of Black Creek, the Outagamie County Zoning Administrator and the
23 Municipal Code Corporation for inclusion in the Outagamie County Code of Ordinances.

24 Dated this ____ day of May 2025
25
26
27

Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING & LAND
CONSERVATION COMMITTEE

Debra Vander Heiden

Mike Janke

Jayne 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

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Sadie DiNatale Burda, DLS Deputy Director
DATE: April 23, 2025
RE: PL202500163 – Ordinance Amendment Request: Adopt a County Zoning Map for the Town of Black Creek into the Outagamie County Zoning Ordinance

Overview

The Town of Black Creek has indicated intent to opt into County Zoning. To enable this transition, the County must **adopt a zoning map for the Town of Black Creek into the Outagamie County Zoning Ordinance (Chapter 54)**, originally adopted in 1989 and amended thereafter. The proposed zoning map (Exhibit 1) covers the entire territory of the Town of Black Creek and reflects the County's zoning district classifications. As the Town's existing zoning classifications mirror those of the County, no changes to property-level zoning labels are required in the proposed County map compared to the existing Town map.

Consistency with County Comprehensive Plan

Adoption of the proposed zoning map is consistent with the Outagamie County Comprehensive Plan, specifically:

- The Future Land Use map for the Town of Black Creek.
- *Goal 3: Cooperative, intergovernmental land-use decisions*, which promotes coordinated planning and zoning between the County and local municipalities.

Additionally, the map is consistent with the Outagamie County Farmland Preservation Plan (i.e., Addendum 2 of the County Comprehensive Plan), including its farmland preservation map for the Town, ensuring consistency in land use and agricultural protection.

Transition Process

Adoption of the proposed map is an initial step in a multi-phase process to allow the Town of Black Creek to fully transition to County Zoning. The map establishes the foundation for integrating the Town into the County's zoning framework; subsequent steps, as outlined in Wis. Stat. § 59.69(5)(c), include:

1. **Repeal of Town Ordinance:** The Town must repeal its existing zoning ordinance, via resolution.
2. **Adoption of County Ordinance:** The Town Board must formally approve the County Zoning Ordinance, including the adopted zoning map, via resolution. (Step 1 and Step 2 can be

completed in the same resolution.)

3. **Filing with County Clerk:** The Town must file a certified copy of the approval with the County Clerk.

Upon filing, the County Zoning Ordinance, encompassing both zoning text and the official zoning map, will take full effect in the Town of Black Creek, officially replacing the Town's prior zoning regulations.

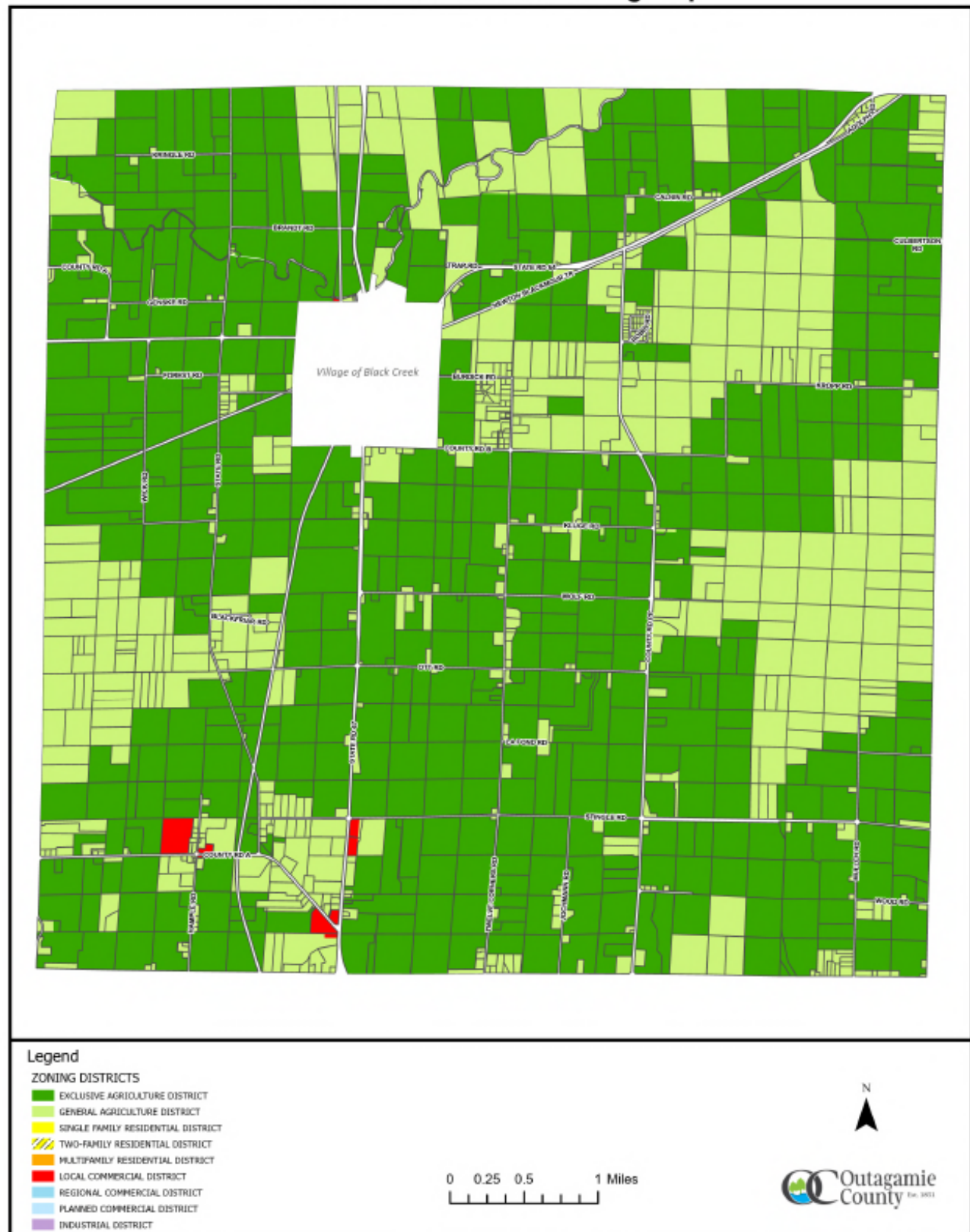
Exhibits

- Exhibit 1: Proposed County Zoning Map for the Town of Black Creek

Staff Recommendation

County staff requests that the County Zoning Committee: recommend to the County Board approval to adopt the Town of Black Creek Zoning Map, as illustrated in Exhibit 1, as part of the Outagamie County Zoning Ordinance (Chapter 54), finding the action consistent with the Outagamie County Comprehensive Plan.

Town of Black Creek Zoning Map



RESOLUTION NO.: 24—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

The federal government has called for a review of the Federal Emergency Management Agency and its programs, and there is bipartisan legislation proposed to remove the Federal Emergency Management Agency from the Department of Homeland Security or be entirely disbanded. There is consistent messaging that state and local governments are expected to take a lead role on emergency management, disaster response, recovery, mitigation, and preparedness, potentially without federal grants like the Emergency Management Performance Grant, Homeland Security Grant Program, Building Resilient Infrastructure and Communities, Flood Mitigation Grants, and other grants that are utilized by the State of Wisconsin and county and tribal governments to fund everyday emergency functions.

Wisconsin State Statute Chapter 323 outlines the roles and responsibilities of state, local and tribal governments with regard to emergency management. Additionally, other state agencies have responsibilities and requirements that are placed on local governments which are supported by the federal grants that the State of Wisconsin receives (e.g., Department of Safety and Professional Standards requires Fires Chiefs to have Incident Command System training).

The federal government has created thresholds for state and local governments to meet for any federal assistance following a disaster, including over \$11 million in public infrastructure damage for Financial Fiscal Year 2025 as well as hundreds of homes to be majorly damaged or destroyed for the federal individual assistance program which has led the State of Wisconsin to create a Disaster Fund to partially reimburse communities impacted by severe weather events.

The Wisconsin Disaster Fund historically runs out of money during the fiscal year due to limited funds being appropriated to it and this fund does not provide assistance to residents who may be displaced or otherwise impacted by severe weather events.

The weather-related disasters that impact Wisconsin, such as flooding, wildfires, tornadoes, straight-line wind (derecho) events, blizzards, ice storms, and extreme temperatures continue to impact the communities with the second most recorded tornadoes in Wisconsin history happening in 2024. Historically, the deadliest wildfire and tenth deadliest tornado events in United States history having occurred in Wisconsin.

Local emergency management professionals are switching careers with increasing frequency with almost three-quarters of the lead emergency managers at the county and tribal level having changed roles within the past five years.

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

adoption of the following resolution.

1 BE IT RESOLVED, that the Outagamie County Board of Supervisors does respectfully request
2 the State of Wisconsin provide financial assistance of \$1 per capita of each county and tribe or a cost-
3 share of Emergency Management staffing costs not to exceed current federal grant funding with each
4 county and tribe to be able to prepare for, respond to, and recover from disasters, in addition to funding
5 the Wisconsin Disaster Fund at the threshold identified by the federal government for state and local
6 governments to handle before there is any federal assistance, for a grant program providing assistance to
7 impacted residents be included in the Wisconsin Disaster Fund, and for appropriate staffing for Wisconsin
8 Emergency Management to develop this new grant program, and

9 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
10 this resolution to the Wisconsin Counties Association, the State Senators and State Representatives
11 representing Outagamie County, the Governor of the State of Wisconsin, and the Outagamie County
12 Emergency Management Director.

13 Dated this ____ day of May 2025
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Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrin Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

RESOLUTION NO.: 25—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Board of Supervisors previously authorized Outagamie County
2 (the County) to enter into an engagement agreement with von Briesen & Roper, s.c.,
3 Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue
4 litigation against manufacturers, distributors, and retailers, among others, of opioid
5 pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants
6 responsible for the opioid epidemic in the County’s community.

7
8 On behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants.

9
10 The Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all
11 Wisconsin cases were coordinated with thousands of other lawsuits filed against the same
12 or substantially similar parties as the Opioid Defendants in the Northern District of Ohio,
13 captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”).

14
15 Four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth)
16 hired separate counsel and joined the Litigation.

17
18 Since the inception of the Litigation, the Law Firms have coordinated with counsel from
19 around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth
20 Counties) to prepare the County’s case for trial and engage in settlement discussions with
21 the Opioid Defendants.

22
23 To date, through nationwide settlements, the Law Firms have achieved considerable
24 success on behalf of the County in holding the Opioid Defendants responsible for their role
25 in creating or maintaining the opioid epidemic.

26
27 Through the course of ongoing discovery and investigation concerning the opioid epidemic
28 and parties potentially responsible therefor, it was determined that meritorious opioid-
29 related claims exist against additional parties, including but not limited to the entities listed
30 on Exhibit A hereto, and that they should be added as defendants in the Litigation.

31
32 The engagement agreement with the Law Firms provides “depending upon the results of
33 initial investigations of the facts and circumstances surrounding the potential claim(s),
34 there may be additional parties sought to be made responsible”

35
36 While the County believes the engagement agreement with the Law Firms provided the
37 Law Firms with adequate authority to add additional parties to be held responsible, the
38 County understands that recently those parties questioned that authority, and therefore, for
39 the avoidance of doubt, the County is adopting this Resolution confirming and ratifying
40 the Law Firms’ authority to add additional parties, including but not limited to the entities
41 listed on Exhibit A, as defendants in the Litigation.
42

To avoid any confusion surrounding the County's authorization to the Law Firms to amend the pleadings in the Litigation to include additional parties, including but not limited to the entitles listed on Exhibit A as named defendants in MDL 2804, this Resolution is intended to serve as confirmation and ratification of such authorization.

Outagamie County, by this Resolution, intends to confirm and ratify the authority of the Law Firms to amend the pleadings in the Litigation to add additional parties, including but not limited to the entitles listed on Exhibit A as defendants in MDL 2804, or to commence appropriate federal or state court proceedings against such entities, and further intends to authorize Corporation Counsel to execute and deliver any and all other and further documents necessary to effectuate the intent of this Resolution.

NOW THEREFORE, the undersigned members of the Health and Human Services Committee recommend adoption of the following resolution.

BE IT RESOLVED, that the Outagamie County Board of Supervisors hereby confirms and ratifies the authority of the Law Firms to file appropriate pleadings in MDL 2804 or appropriate federal or state court proceedings to add additional parties, including but not limited to the entitles listed on the attached Exhibit A as defendants, which by reference is made a part hereof, and

BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors hereby confirms and ratifies the Corporation Counsel, Board Chair or other authorized official to execute and deliver any and all other and further documents necessary to effectuate the intent of this Resolution, and

BE IT STILL FURTHER RESOLVED, that all actions heretofore taken by the Outagamie County Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed, and approved, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Health and Human Services Director, the Outagamie County Corporation Counsel, and the Outagamie County Executive.

Dated this ____ day of May 2025

Respectfully Submitted,

HEALTH AND HUMAN SERVICES
COMMITTEE

Jeff McCabe

Justin Krueger

Dustin Koury

Cathy Thompson

VACANT

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

**Exhibit A – Non-Inclusive List of Potential Defendants
(Including all Related Entities of Each Listed)**

Abbot Laboratories, Inc.	Sackler, Beverly
Albertsons LLC	Sackler, David A.
Allergan, Inc.	Sackler, Mortimer D.A.
Alvogen, Inc.	Sackler, Theresa
Amerisource Bergen	Sandoz, Inc.
Amneal Pharmaceuticals, Inc.	Smith Drug Company
Associated Pharmacies, Inc.	Smith's Food & Drug Centers, Inc.
Auburn Pharmaceuticals	Sun Pharmaceutical
Aurolife Pharma LLC	Supervalu, Inc. d/b/a Advantage Logistics
Baker, Stuart	Target Corporation
Cardinal Health	Teva Pharmaceuticals
Costco Wholesale Corporation	The Kroger Co.
CVS Health Corporation	Thrifty Payless, Inc.
Dakota Drug, Inc.	Top Rx, Inc.
Discount Drug Mart	Tris Pharma, Inc.
Eckerd Corp.	Walgreens Boots Alliance
Eveready Wholesale Drugs	Walmart Inc.
Express Scripts Inc.	Warner Chilcott Company, LLC
Henry Shein, Inc.	West-Ward Pharmaceuticals Corp. n/k/a
Hy-Vee, Inc.	Hikma Pharmaceuticals, Inc.
Indivior Inc.	Winn-Dixie
Janssen Pharmaceuticals	Zydus Pharmaceuticals (USA), Inc.
K-VA-T/Ahold Delhaize	
KVK-Tec, Inc.	
Louisiana Wholesale Drug Co., Inc.	
Lupin Pharmaceuticals, Inc.	
McKesson	
Miami-Luken, Inc.	
Morris & Dickson Co., LLC	
Mylan Pharmaceuticals, Inc.	
North Carolina Mutual Wholesale Drug Co.	
Omnicare Distribution Center	
OptumRx, Inc.	
Pharmacy Buying Association Inc.	
Prescription Supply, Inc.	
Publix Super Markets, Inc.	
Purdue Pharma	
Raymond Sacker Trust	
RiteAid of Maryland, Inc.	
Sacker, Kathe A.	
Sacker, Richard S.	
Sackler Defendants	
Sackler Lefcourt, Ilene	

RESOLUTION NO.: 26—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Highway Department, in agreement with the Outagamie County
2 Recycling and Solid Waste (RSW) Department, will receive five (5) acres of property
3 from the RSW Department for the expansion of the Highway Campus Facility. The
4 property is located to the west of the Outagamie County Highway Zebra 12 Building.
5 The cost of the transfer is \$135,000 to be paid by January 1, 2026, with the land
6 transferring on June 1, 2025.

7
8 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste
9 Committee recommend adoption of the following resolution.

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
11 approve transferring five (5) acres of property from the Outagamie County Recycling and Solid Waste
12 Department to the Outagamie County Highway Department, as detailed in the attached Memorandum of
13 Understanding Between Outagamie County Highway Department and Outagamie County Recycling and
14 Solid Waste Department, which by reference is attached hereto, said property to be used for expansion
15 of the Highway Campus Facility, and

16 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve
17 transferring \$135,000 from the HWY Related Land Acquisition Capital Outlay line item to the Transfer
18 Station Proceeds from Sale of Asset line item, as detailed in the attached fiscal note, which by reference
19 is made a part hereof, and

20 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
21 of this resolution to the Outagamie County Highway Commissioner, the Outagamie County Recycling
22 and Solid Waste Director and the Outagamie County Finance Director.

23 Dated this ____ day of May 2025.

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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: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

**MEMORANDUM OF UNDERSTANDING
BETWEEN OUTAGAMIE COUNTY HIGHWAY DEPARTMENT AND
OUTAGAMIE COUNTY RECYCLING AND SOLID WASTE
DEPARTMENT**

I. PARTIES AND PURPOSE

This memorandum of understanding (MOU) is entered between Outagamie, Highway Department, and the Outagamie County Recycling and Solid Waste Department ("the parties"). The purpose of this MOU is to establish the terms of the transfer of property previously purchased by, and thereafter assigned to the Recycling and Solid Waste Department to the Highway Department.

II. RECITAL

WHEREAS, The Outagamie County Highway Department has begun the process of expanding the Highway Campus Facility, and

WHEREAS, The Outagamie County Recycling and Solid Waste Department, having previously purchased property with enterprise funding for use on the Recycling and Solid Waste Campus, and

WHEREAS, the Outagamie County Highway Department wishes to obtain portions of said property purposes the Highway Department expansion, and

WHEREAS, the Outagamie County Recycling and Solid Waste Department agrees to transfer certain portions of said property identified as set forth below;

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

III. THE PROPERTIES

- A. The Parties agree that Five (5) Acres of property located to the west of the Outagamie County Highway Zebra 12 Building as set forth on Exhibit A., will be assigned to the Highway Department. Due to the use of enterprise

funds for the purchase of that property, the Highway Department will pay \$27,000.00 per acre to the Recycling Solid Waste Department for a total purchase price of \$135,000.00.

B. In addition to the payment, the Highway department agrees to the following:

1. The amount of the 5 acres transferred to Highway will transferred as of June 1, 2025, and the payment for said land transfer shall be paid in full by January 1, 2026.
2. The Highway department accepts the ownership of this property in its current condition including full responsibility of all costs associated with relocating off site, 40,000 cubic yards of existing soil currently piled on said parcel as outlined in Attachment A.
3. The Highway Department accepts ownership of and full responsibility of all costs associated with relocating off-site, an additional 67,000 cubic yards of soil removed from existing stockpiles and/or future landfill phases 2 or 3 to account for capacity lost as outlined in Attachment A.

C. The parties agree that since all property mentioned herein is deeded to, and within the sole ownership of, Outagamie County, that no deeds of transfer or sale are necessary for the parties to enter into this agreement.

D. The parties further agree, that nothing in this agreement requires them to agree to future transfers of property or assets, or to future responsibility to remove material. However both parties agree that they will operate in good faith to obtain the best, most cost effective, use of the property for both departments and the County. This includes, but is not limited to, future transfer of the CoGeneration Building or replacement facilities.

IV. GOVERNING LAW

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.

V. SEVERABILITY

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.

VI. MODIFICATION

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

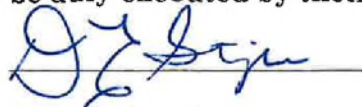
VII. CANCELATION AND CONTINGENCY:

The terms of this agreement are contingent upon the Outagamie County Board providing sufficient funding to accomplish the intent of the parties. In the event the Board does not approve necessary funding, the contract shall be null and void. Any aspect of the agreement not completed results in all benefits and liabilities for the incomplete portions to be returned to the respective department as of the date of execution.

VIII. DISPUTE RESOLUTION:

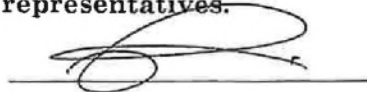
Any dispute resolution of this matter shall be brought first before the County Executive for Determination. In the event the parties cannot agree after consultation with the County Executive, the parties shall bring any issues related to this agreement before the Highway Recycling and Solid Waste Committee who shall recommend resolution to the County Board for final binding determination. Under no circumstances will the parties have the right to litigate beyond the Board's determination, nor do the parties retain any rights of appeal beyond the Board's binding decision.

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



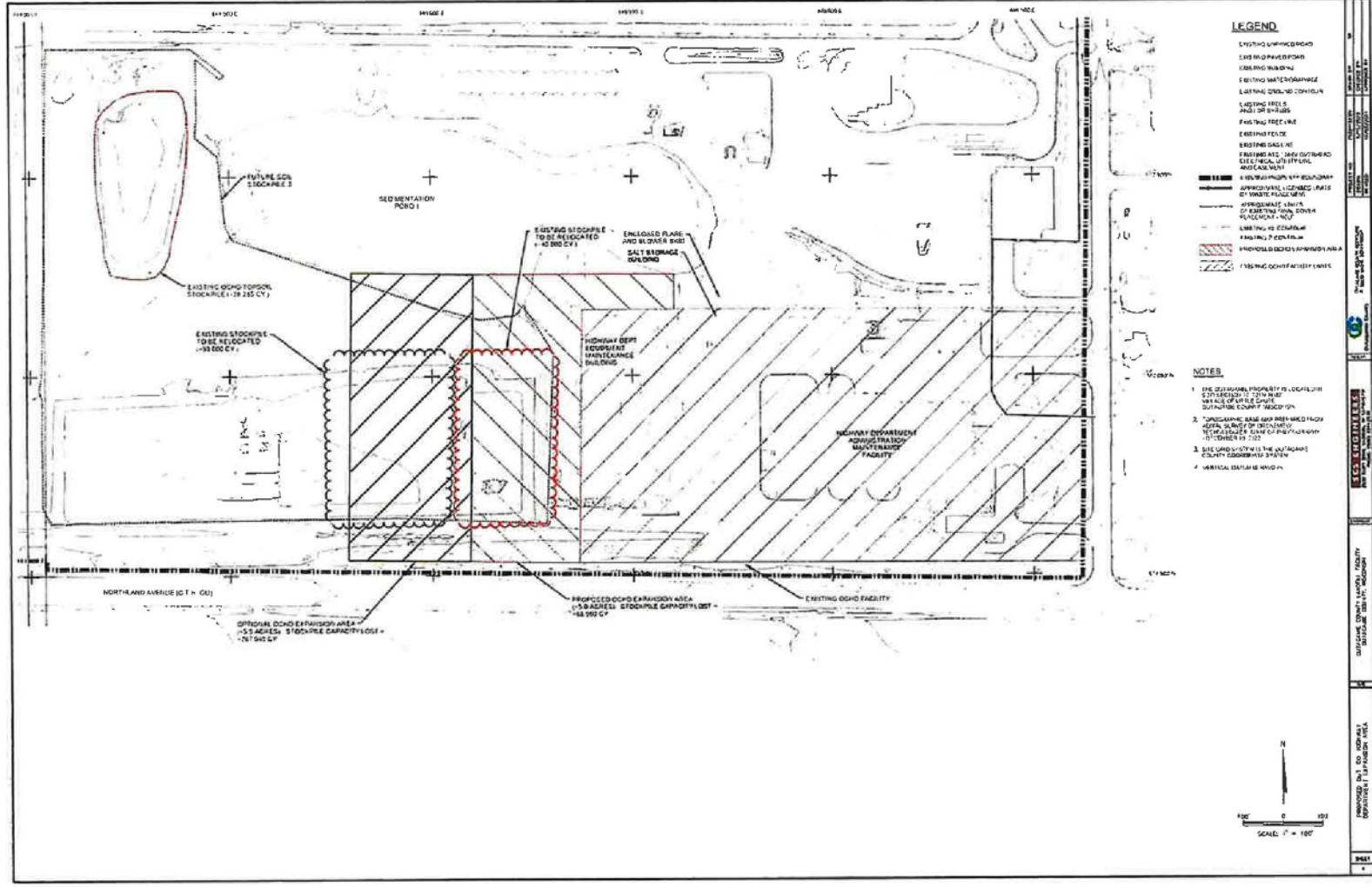
Dean Steingraber
Outagamie County Highway Dept.

Dated: 4/14/2025



Greg Parrins
Outagamie County Recycling and
Solid Waste

Dated: 4/10/25



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:** The memorandum of understanding (MOU) is entered between Outagamie County Highway Department and the Outagamie County Recycling and Solid Waste Department. The purpose of this MOU is to establish the terms of the transfer of property previously purchased by Recycling and Solid Waste Department to the Highway Department.

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 Outagamie County Highway Department in agreement with Outagamie County Recycling and Solid Waste, will receive 5 acres of property from RSW for the expansion of the Highway Campus Facility. The cost of the transfer is a total of \$135,000 to be paid by January 1st 2026, with the land transferring on June 1st, 2025.

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 () n/a (x)
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 () 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.)

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
HWY Related Land Acquisition	Capital Outlay	4642700.6000	(135,000)
Transfer Station	Proceeds from Sale of Asset	5039002.8309	135,000

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: Richard Hammen

For Financial Services purposes only

Reviewed By:

Michelle Witenbrock

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

DATE: 5/6/2025

Comments:

RESOLUTION NO.: 27—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 located along STH 76 and
2 STH BB in the Village of Greenville, Outagamie County, Wisconsin from Lynn A. Peterson
3 and Mary Lou Felda in the amount of \$20,000 plus closing costs. The property lies within the
4 Runway Protection Zone (RPZ) of Runway 03. The FAA recommends acquiring property
5 within the RPZ whenever available. The Airport will utilize cash on hand to purchase the
6 property by transferring funds from the Fund Balance Applied line item to the Capital Outlay
7 line item.

8
9 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic

10 Development Committee recommend adoption of the following resolution.

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
12 authorize and approve the attached Agreement for Purchase and Sale of Fee Ownership between Lynn A.
13 Peterson and Mary Lou Felda and Outagamie County, which by reference is made a part hereof, for real
14 estate and all structures and other improvements located along STH 76 and CTH BB in the Village of
15 Greenville, Outagamie County, Wisconsin, and

16 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve
17 transferring \$20,000 from the Airport Terminal Fund Balance Applied line item to the Airport Terminal
18 Capital Outlay line item as noted on the attached fiscal 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 of
20 this resolution to the Appleton International Airport Director and the Outagamie County Finance Director.

21 Dated this ____ day of May 2025

22

23

24

25

26

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 8th day of April, 2025 by and between Lynn A. Peterson
Mary Lou Felda ("Seller") and Outagamie County. ("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 along STH76 and CTH BB, Village of Greenville, County of Outagamie, Wisconsin, and more particularly described on Exhibit 1 attached hereto and incorporated herein (the "Property").
2. **Purchase Price.** The purchase price for the Property is \$20,000 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 place designated by Buyer, on or before May 30, 2025, unless another date is agreed to in writing by Seller and Buyer.
5. **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, property owner's association assessments, and fuel. 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.
6. **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.
7. **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: 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 and docks/piers on permanent foundations.

8. **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.

9. **Conveyance and Title Evidence.**

- (a) **Conveyance of Title:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of Closing. Seller further agrees to complete and execute the documents necessary to record the conveyance.
- (b) **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.
- (c) **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.
- (d) **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **Binding Effect.** This Agreement is binding on the successors and assigns of the parties hereto.
15. **Special Conditions.**
- (a) **Mapping:** Seller consents to Buyer surveying the Property, and to preparing a certified survey map ("CSM") showing the Property and any remaining property of Seller. Seller authorizes Buyer to submit the CSM for approval to any governmental authority having appropriate jurisdiction thereof. If a CSM is so obtained and approved, it shall be monumented and recorded; and the conveyance of the Property at the closing of this transaction, shall utilize the description set forth in the CSM.

(b) Purchase Agreement is contingent upon Outagamie County Board approval.

16. Special Conditions.

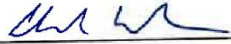
- (c) This Offer of Purchase will be incorporated into a subsequent resolution and Purchase Agreement to be signed by the parties at closing and is contingent upon Outagamie County Board approval. In the absence of such approval, this offer and subsequent agreement shall be null and void.
- (d) By receipt 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.
- (e) Seller shall have until 5:00 PM, on April 22nd, 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 22nd 2025, the offer extended herein is null and void.

17.

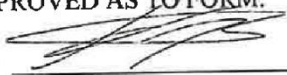
IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement the day and year first written above.

BUYER:

OUTAGAMIE COUNTY

By: 
Abe Weber
Outagamie County – Appleton Airport

APPROVED AS TO FORM:

By: 
Kyle Sargent
Corporation Counsel

SELLER:

By: 

By: 

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 Land in Runway Protection Zone

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 located along STH76 and STH BB in the Village of Greenville from Lynn A Peterson and Mary Lou Felda in the amount of \$20,000 plus closing costs. The property lies within the Runway Protection Zone (RPZ) of Runway 03. The FAA recommends acquiring property within the Runway RPZ whenever available. The Airport will utilize cash on hand to purchase. The Airport is requesting a budget adjustment for the purchase of the land.

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.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING	INCREASE
		COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
Airport Terminal	Capital Outlay	5000110.6000	20,000
Airport Terminal	Fund Balance Applied	5000110.8955	(20,000)

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

For Financial Services purposes only

Reviewed By:

Michelle Witenbrock

Date: 5/2/2025

Comments:

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 NumberAmount