

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

Office of the County Clerk, July 22, 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.

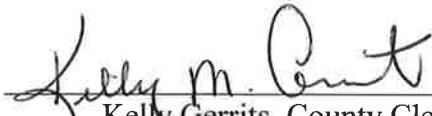
1. ROLL CALL of the Board of Supervisors. Board Chairperson requests the Board's confirmation regarding excused members.
2. PLEDGE OF ALLEGIANCE - Offered by Chairperson Gabrielson.
3. MINUTES OF THE JUNE 24, 2025 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
5. ESTABLISH ORDER OF THE DAY
6. COMMUNICATIONS
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 Jessica Fleek to the Outagamie County Housing Authority Commission, term expires July 31, 2030.
 - B. County Executive Nelson nomination for reappointment of John Sundelius to the Heart of the Valley Metropolitan Sewerage District Commission, term expires October 2030.
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-6—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Carow Land Surveying, applicant on behalf of Jeremy & Heather Foster and John & Catherine Skell, owners, to rezone a portion of parcel 020076605 from the RSF Single Family Residential District to the AGD General Agriculture District, in the Town of Bovina, as depicted on the attached review and map.

- B. Ordinance No. Z-7—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve adoption of the petition of Robert E. Lee & Associates, applicant on behalf of Chad & Mark Properties LLC, owner, to rezone parcel 090040300 from the General Agriculture District to the Residential Two Family District, Residential Single Family District, and Residential Multi-Family District, a portion of parcel 090040706 from the Residential Multi-Family District to the Residential Two Family District, and parcels 090040701 and 090040704 from the Residential Single Family District to the Residential Multi-Family District, in the Town of Freedom, as depicted on the attached review and map.
- C. Resolution No. 49—2025-26 – Finance Committee. Approve the Administrative Rule AR-2025-03 (attached), replacing AR2012-01, regarding the Acceptable Use of Information Technology, and will be on file in the County Clerk’s Office in a manual labeled “Outagamie County Administrative Rules”.
- D. Resolution No. 50—2025-26 – Public Safety Committee. Approve the following amendments to the Criminal Justice Coordinating Council membership entities: combining the “Higher Education” and “Public School Official” into one entity titled “Education”, removing the “GOALS Program” because of inactivity, and renaming the “Volunteer in Offender Services” entity to “Criminal Justice Treatment Services,” aligning it with the department’s current name, as noted on the resolution.
- E. Resolution No. 51—2025-26 – Public Safety Committee. Approve of the Sheriff’s Office to apply for, accept and expend \$9,563.20 from the Wisconsin Department of Health Services, Office of Preparedness and Emergency Health Care, Division of Public Health for emergency dispatcher cardiopulmonary resuscitation training and testing, and increase the following Law Enforcement Communication cost centers: Intergovernmental Revenue by \$9,563; Salaries by \$5,283; Travel/Training by \$4,280, as noted on the attached fiscal note.
- F. Resolution No. 52—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the attached Lease Agreement, between Outagamie County and the Young Men’s Christian Association (YMCA) of the Fox Cities, Inc. for building space and adjacent outdoor playground space located at 3375 W. Brewster Street, Appleton, to be used for an Outagamie County employee child care center, with no impact to the 2025 budget, as noted on the attached fiscal note.
- G. Resolution No. 53—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the Mosquito Hill line items by transferring \$42,000 from Purchased Services to the Capital Outlay, as noted on the attached fiscal note, for unanticipated roof repairs on the Mosquito Hill Nature Center Building.
- H. Resolution No. 54—2025-26 – Finance Committee. Approve delegating authority to the County Board Chairperson to enter into a settlement agreement, including without limitation the execution of any and all ancillary documents and agreements necessary to effectuate a settlement, with any Opioid Defendant provided (a) the PEC and Law Firms shall have recommended the settlement; and (b) the Outagamie County share of proceeds from any such settlement is consistent with the shares established in Exhibit A to Addendum Two and is consistent with the allocations established in previous settlements with Opioid Defendants, as noted on the resolution.

- I. Resolution No. 55—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the line items by transferring \$60,000 from the Phase 3 Park Facility Lot Yard Capital Outlay to the CORP Capital Outlay, as noted on the attached fiscal note, to be used to support public outreach efforts for the Comprehensive Outdoor Recreation Plan (CORP).
- J. Resolution No. 56—2025-26 – Health and Human Services Committee. Approve the execution of the attached Sandoz Settlement Agreement, and authorize the Board Chair or designee to execute same, and all proceeds from the Settlement Agreement not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account, as noted on the resolution.
- K. Resolution No. 57—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by reclassifying one (1) full-time Division Manager/Mental Health position effective August 11, 2025, for the Health and Human Services Department, with no fiscal impact, as noted on the attached Position Classification/Grade Change Form – 2025 In Year and Job Description.
- L. Resolution No. 58—2025-26 – Highway, Recycling and Solid Waste Committee. Approve the line items by decreasing the Highway – Site Work – Hortonville Capital Outlay by \$250,000 and increasing the Highway – Site Work – Appleton Capital Outlay by \$250,000, as noted on the attached fiscal note, to be used to construct a new access to County OO and complete a portion of the asphalt paving for the new Wisconsin Department of Transportation funded salt shed.
- M. Resolution No. 59—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State Municipal Financial Agreement for the CTH N and CTH OO intersection improvement project and support funding for the county share of the project costs to be included in future budgets, as noted on the resolution and attachments.

12. REPORTS

- A. County Board Memo – Notification of the Town of Black Creek Transition to County General Zoning



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, June 24, 2025.

The Board met pursuant to adjournment, and was called to order by Chairperson Gabrielson at 7:03 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

ROLL CALL: 31 present, 4 absent, 1 vacant. Members present: Thompson, Johnson, Smith, Patience, Gabrielson, Kostelny, Lawrence, Krueger, Lamers, Ferguson, McCabe, Hermes, MacDonald, Croatt, Spears, Heiser, Mitchell, Hagen, Klemp, Thiede, Janke, Weinberg, Culbertson, Monfils, Winterfeldt, Nejedlo, Clegg, VanderHeiden, Rettler, Koury, and Lautenschlager. Members absent: Supervisors Hammen, Wegand, Cuff, and Thyssen. Vacant: District 16.

The Board Chairperson requested the Board's confirmation to excuse Supervisors Hammen, Wegand, Cuff, and Thyssen. No objections; so ordered.

The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE MAY 27, 2025 COUNTY BOARD MEETING –

Supervisor Patience moved, seconded by Supervisor Croatt, to approve the minutes of the May 27, 2025 County Board meeting.

ROLL CALL: 31 yes, 4 absent, 1 vacant. MINUTES OF THE MAY 27, 2025 COUNTY BOARD MEETING ARE APPROVED.

SPECIAL ORDER OF BUSINESS –

Sheriff Clint Kriewaldt and staff provided an overview of various types of safety equipment by the department, including some in-house demonstrations.

Sheriff Kriewaldt and staff provided an overview of new technologies in their department as a result of some newly acquired equipment, which was approved through the County Board last year. These items provide the Outagamie County Sheriff's Department with increased personnel and civilian safety. These items also drastically enhance speed, accuracy and efficiency in performing numerous tasks, which normally would take more man-power and resources.

Items attained recently include, but are not limited to drones, shields, state-of-the-art helmets, various communications gear, ballistic vests, body cameras, rifle suppressors, two robots, and a new armored protection vehicle (which is currently in production and has an anticipated completion date of September 2025).

Sheriff Kriewaldt and staff explained how the new equipment helps provide additional protection, and could even keep officers out of harm's way by using either a drone, robot, or specialized camera instead. Sheriff's Department staff continued with providing the County Board with videos of real-life situations in which the Sheriff's Department has deployed either robots or drones, which have various cameras (including those with thermal technology), where staff can safely review live continuous video feed in a safe location before sending an officer into an area. Sheriff's Department staff continued to explain how the equipment has already attributed to much cost savings by diffusing situations, which may have been

perilous for officers/staff. An example given was when there was a report of a possible snowmobile partially submerged in a local body of water. Instead of deploying Fire/Rescue services and personnel, the department opted to use one of their new drones, which flew over the frozen water area and confirmed the item which resembled a snowmobile ski at a distance, was actually a partially-submerged log. Additionally, another example of captured video included a drone which was used during a high-speed traffic situation. The officer in the vehicle did not catch up to the car in pursuit, however, due to another officer using a drone with thermal technology, the drone pilot officer was able to spot the abandoned vehicle, and how the suspect left on foot and hid in a culvert. A search without technology would have been much more labor intensive, but due to the heat sense technology, staff was able to apprehend the suspect quickly and safely.

Staff also commented on life expectancy of equipment. Robots seem to have a significant life expectancy, as long as routine maintenance is completed (a recently retired robot was over 20 years old, and was technically retired because replacement parts became unavailable). Drone life expectancy has many variables due to the nature of acquiring the skill of controlling the drone (practice of flying, possible crashes, unforeseen issues where components fail or break), but the department is hopeful to get at least several years, if not longer with the devices, as if a component fails, they may be able to get them repaired/items replaced through working with the manufacturer.

ESTABLISH ORDER OF THE DAY – Chairperson Gabrielson requested unanimous consent to have all appointments and resolutions locked in at the meeting. No objections; so ordered.

COMMUNICATIONS – Communication Referral List (included in the packet).

Chairperson Gabrielson summarized the following communications:

- There are five (5) Supervisors who still need to complete cyber security training sent out in May 2025 called *Deep Fakes*, and reminded the County Board Supervisors of the recently issued training called *Pick Your Path – Zombie Invasion*. This training should be completed by the end of June.
- The Outagamie County Fair will be from June 25-June 29, 2025 at the Seymour fair grounds; please visit the county fair website for more information.
- Save the date for the upcoming County Board Supervisors picnic luncheon at Plamann Park's Hillside on July 30th; more information to come so please check the forthcoming e-mail as the date draws closer. There is a need for grillers, should any Supervisor wish to volunteer their skillset.
- Chairperson Gabrielson thanked Supervisors Kostelny and Thompson for attending the Local Government Institute Summit with him, which was held on June 19, 2025 in the City of Appleton. There were many sessions which touched upon technology for local governments including, but not limited to: working with social media, artificial intelligence (AI), and cyber security.
- The County Board's accept and spend approval for the grant issued to the District Attorney's office project for the victim witness comfort room makeover is completed. To view the updated space photos, please contact Sara Hickey for the e-mail which was sent from the District Attorney's office.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays: Supervisor Mitchell (6/26), Supervisor Winterfeldt (7/11), and Supervisor Spears (7/21).
- The next scheduled County Board meeting will be on Tuesday, July 22, 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 – None.

APPOINTMENTS –

County Executive Nelson nomination for appointments of Beth Roberts, Shavone Brown, Taylor Geske, and Beau Morley to the Criminal Justice Coordinating Council, and Beth Robinson moving from Treatment Alternative Diversion Program Representative to Criminal Justice Treatment Services Representative, terms expire April 30, 2026.

Supervisor Patience moved, seconded by Supervisor Koury, for confirmation of the above-listed appointments.

ROLL CALL: 31 yes, 4 absent, 1 vacant. BETH ROBERTS, SHAVONE BROWN, TAYLOR GESKE, AND BEAU MORLEY ARE APPOINTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL AND BETH ROBINSON WILL MOVE FROM TREATMENT ALTERNATIVE DIVERSION PROGRAM REPRESENTATIVE TO CRIMINAL JUSTICE TREATMENT SERVICES REPRESENTATIVE.

County Executive Nelson nomination for reappointments of Cassidy Walsh, Anne Van, Philip Boivin, and Ryan Weyers to the Local Emergency Planning Committee, terms expire June 30, 2028.

Supervisor Patience moved, seconded by Supervisor MacDonald, for confirmation of the above-listed reappointments.

ROLL CALL: 31 yes, 4 absent, 1 vacant. CASSIDY WALSH, ANNE VAN, PHILIP BOIVIN, AND RYAN WEYERS ARE REAPPOINTED TO THE LOCAL EMERGENCY PLANNING COMMITTEE.

County Board Chair Gabrielson nomination for appointment of Jerry Zabronsky to the District 16 County Board Supervisor position and serving on the Health and Human Services Board and Committee, term expiring April 20, 2026.

Chairperson Gabrielson requested unanimous consent to appoint Jerry Zabronsky to the District 16 County Board Supervisor position and serving on the Health and Human Services Board and Committee, term expiring April 20, 2026. No objections; so ordered.

VOICE VOTE CARRIED UNANIMOUSLY; JERRY ZABRONSKY IS APPOINTED TO THE DISTRICT 16 COUNTY BOARD SUPERVISOR POSITION AND WILL SERVE ON THE HEALTH AND HUMAN SERVICES BOARD AND COMMITTEE.

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

UNFINISHED BUSINESS – None.

NEW BUSINESS –

Resolution No. Z-5—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for the Town of Kaukauna, for the removal of the Transitional Residential district and zoning changes for 157 parcels, in the Town of Kaukauna, as noted on the attached review and map.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. Z-5—2025-26 IS ADOPTED.

Resolution No. 28—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by adding one full-time IT Business Systems Analyst position effective July 1, 2025, to be shared between the Appleton International Airport and Recycling and Solid Waste Department (as noted on the attachments); and increase the following Airport Terminal and RSW Operations line items: Salaries by \$16,338 each; Fringe Benefits by \$8,789 each; Supplies by \$1,665 each; and decrease the Airport Terminal and RSW Operations Fund Balance Applied line items by \$26,792 each, as noted on the attached fiscal note.

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

ROLL CALL: 30 yes, 1 no (Janke), 4 absent, 1 vacant. RESOLUTION NO. 28—2025-26 IS ADOPTED.

Resolution No. 29—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by reclassifying one full-time Recycling Program Specialist position effective July 1, 2025, for the Recycling and Solid Waste Department (as noted on the attachments); and increase the SSR Operations line items of Salaries by \$1,300 and Fringe Benefits by \$187; and decrease the SSR Operations Fund Balance Applied line item by \$1,487, as noted on the attached fiscal note.

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

ROLL CALL: 30 yes, 1 no (Janke), 4 absent, 1 vacant. RESOLUTION NO. 29—2025-26 IS ADOPTED.

Resolution No. 30—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by reclassifying two full-time Deputy Account Clerk positions effective July 1, 2025, for the Clerk of Courts Office (as noted on the attachments); and increase the following Clerk of Courts line items: Passport Fees by \$3,875; Salaries by \$3,609; Fringe Benefits by \$266, as noted on the attached fiscal note.

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

ROLL CALL: 30 yes, 1 no (Janke), 4 absent, 1 vacant. RESOLUTION NO. 30—2025-26 IS ADOPTED.

Resolution No. 31—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve the Land Conservation Department to accept and expend a \$71,825 grant from the Wisconsin Department of Military Affairs, Division of Emergency Management to identify and improve flood vulnerabilities in flood-prone communities; and increase the following line items in the Land Conservation Grants (2090400) cost center: Intergovernmental Revenues by \$71,825; Personnel by \$44,153; Fringe Benefits by \$22,072; Travel/Training by \$300; Supplies by \$300; and Purchased Services by \$5,000, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 31—2025-26 IS ADOPTED.

Resolution No. 32—2025-26 – Health and Human Services Committee. Authorize and approve the Health and Human Services Public Health Department to apply for, accept and expend a \$3,000 Public Health Accreditation Board Mini-Grant offered by the Wisconsin Association of Local Health Departments and Boards Association, to help prepare Wisconsin's local and tribal health department for accreditation; and increase the Other Special Contracts/Obligations and Miscellaneous line items in the Community Health cost center by \$3,000 each, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 32—2025-26 IS ADOPTED.

Resolution No. 33—2025-26 – Health and Human Services Committee. Authorize and approve the Health and Human Services Public Health Department to apply for, accept and expend an Opioid Settlement Funds grant up to \$100,000, to be used to increase access to evidence-based harm reduction and overdose prevention services within rural counties, municipalities, and Native nations; and increase the line items for Local Special Contracts/Obligations and Miscellaneous in the Opioid Settlement cost center by \$100,000 each, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 33—2025-26 IS ADOPTED.

Resolution No. 34—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by reclassifying three full-time Case Manager-Adult Protective Services positions effective June 25, 2025, for the Health and Human Services Department (as noted on the attachments) with a cost savings of \$570, with no fiscal note required.

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

ROLL CALL: 29 yes, 2 no (MacDonald, Thiede), 4 absent, 1 vacant. RESOLUTION NO. 34—2025-26 IS ADOPTED.

Resolution No. 35—2025-26 – Public Safety Committee. Authorize and approve the Sheriff's Office to accept and expend an unsolicited donation from Keller, Inc. for \$2,500, applied to the purchase of AED equipment and medical supplies to be used by the patrol team; and increase the line items of Patrol Revenue and Patrol Supplies by \$2,500 each, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 35—2025-26 IS ADOPTED.

Resolution No. 36—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request to move one full-time Human Services Supervisor position and six (6) full-time Case Manager / Social Worker positions from the Health and Human Services Children, Youth and Families Division to the Health and Human Services Youth and Family Services Division, effective July 1, 2025 (as noted on the attachments); and approve of numerous budget transfers in various CYF Provided and Foster Care cost centers, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 36—2025-26 IS ADOPTED.

Resolution No. 37—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Brewster Village Table of Organization request to include Medication Technicians in the same staffing group as the Registered Nurse (RN) and Licensed Practical Nurse (LPN) positions, and allow for utilization of a flexible combination of RNs, LPNs, and Medication Technicians, provided the total full-time equivalent does not exceed 33.5 and remains within the approved annual budget, with no budget adjustment necessary, as noted on the attached Table of Organization.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 37—2025-26 IS ADOPTED.

Resolution No. 38—2025-26 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the I-41 mainline improvement project, including the STH 47 Interchange, as noted on the attached two Original State/Municipal Financial Agreements for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 38—2025-26 IS ADOPTED.

Resolution No. 39—2025-26 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Agreement for the CTH CE & Fieldcrest Drive intersection project, as noted on the attached State/Municipal Agreement for a State-Let Highway Safety Improvement Program Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 39—2025-26 IS ADOPTED.

Resolution No. 40—2025-26 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Agreement for the CTH EE & CTH S intersection project, as noted on the attached State/Municipal Agreement for a State-Let Highway Safety Improvement Program Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 40—2025-26 IS ADOPTED.

Resolution No. 41—2025-26 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the I-41 French Road overpass project, as noted on the attached State/Municipal Financial Agreement for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 41—2025-26 IS ADOPTED.

Resolution No. 42—2025-26 – Highway, Recycling and Solid Waste Committee. Support and approve an application to the U.S. Department of Transportation for Federal Fiscal Year 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration funding and directs East Central Wisconsin Regional Planning Commission staff to submit the application on behalf of Outagamie County, and the County will meet the financial obligation of accepted grants, as detailed on the attached Draft SS4A Grant Local Match Proration Chart.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 42—2025-26 IS ADOPTED.

Resolution No. 43—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request for Brewster Village effective August 10, 2025, to delete one full-time Support Services Director position and add one full-time Admissions Coordinator position (as noted on the attachments), and increase the following Brewster Village cost center line items: Medicare Revenue by \$41,296; Salaries by \$27,206; Fringe Benefits by \$11,320; Supplies by \$2,770, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 43—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. 44—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request for Brewster Village effective August 10, 2025, to add one full-time MDS Coordinator position (as noted on the attachments) and increase the following Brewster Village cost center line items: Medicare Revenue by \$46,162; Salaries by \$31,812; Fringe Benefits by \$11,580; Supplies by \$2,770, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 44—2025-26 IS ADOPTED.

Resolution No. 45—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request for Brewster Village effective August 10, 2025, to add five full-time Medication Technician positions (as noted on the attachments), and increase the following Brewster Village cost center line items: Medicare Revenue by \$164,883; Salaries by \$109,401; Fringe Benefits by \$55,482, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 45—2025-26 IS ADOPTED.

Resolution No. 46—2025-26 – Legislative/Audit and Human Resources Committee. Approve the request for the creation of one (1) full-time Sheriff's Office Patrol Officer position effective August 1, 2025 (as noted on the resolution and attachments); and increase the following Sheriff's Office Patrol line items: Charges for Services by \$55,600; Salaries by \$33,324; Fringe Benefits by \$12,738; Supplies by \$9,313; Purchased Services by \$225; and increase the following Sheriff's Office Squad Cars line items: Charges for Services by \$5,675; Supplies by \$3,675; Purchased Services by \$2,000; and approve the attached Agreement for Enhanced County Law Enforcement Services in the Village of Black Creek with the Outagamie County Sheriff's Office beginning August 1, 2025, as noted on the resolution and attachments.

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

ROLL CALL: 30 yes, 1 no (Ferguson), 4 absent, 1 vacant. RESOLUTION NO. 46—2025-26 IS ADOPTED.

Resolution No. 47—2025-26 – Finance Committee. Authorize and approve of closing several capital project items as pertains to the University of Wisconsin Oshkosh Fox Cities Campus property and contents, as noted on the attached fiscal note and Attachment A – Fiscal Note: Budget Adjustments spreadsheet.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 47—2025-26 IS ADOPTED.

Resolution No. 48—2025-26 – Finance Committee. Authorize and approve to increase the line items of the 2025 Capital Project (ERP) Capital Outlay and the 2025 Capital Projects Transfer in by \$3,186,044 each, to implement an Enterprise Resource Planning (ERP) system, as noted on the attached fiscal note.

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

ROLL CALL: 31 yes, 4 absent, 1 vacant. RESOLUTION NO. 48—2025-26 IS ADOPTED.

RECONSIDERATION OF ALL APPOINTMENTS AND RESOLUTION NOS. Z-5, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48—2025-26.

Supervisor Lawrence moved, seconded by Supervisor McCabe, to reconsider the above listed appointments and resolutions.

Vote for reconsideration. ROLL CALL: 29 yes, 2 no (Ferguson, Thiede), 4 absent, 1 vacant. ALL APPOINTMENTS AND RESOLUTION NOS. Z-5, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48—2025-26 ARE RECONSIDERED.

LOCK IN OF ALL APPOINTMENTS AND RESOLUTION NOS. Z-5, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48—2025-26.

Vote for lock in. ROLL CALL: 31 yes, 4 absent, 1 vacant. ALL APPOINTMENTS AND RESOLUTION NOS. Z-5, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48—2025-26 ARE ADOPTED & LOCKED IN.

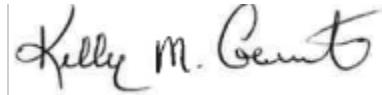
REPORTS –

County Board Communication – Emergency Purchase Pursuant to County Code of Ordinances Section 22-34 – Mosquito Hill Nature Center Roof Repair by Schulze Exteriors, LLC

ADJOURNMENT –

Supervisor MacDonald moved, seconded by Supervisor Lawrence to adjourn until July 22, 2025 at 7:00 p.m. VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:41 p.m.



Kelly Gerrits, County Clerk

ROLL CALL SUMMARY JUNE 24, 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	27	27	97	87
2. Johnson	27	27	97	61
3. Smith	27	27	97	97
4. Patience	27	27	97	97
5. Gabrielson	27	27	97	97
6. Kostelný	27	27	97	97
7. Hammen	27	0	97	70
8. Lawrence	27	27	97	61
9. Krueger	27	27	97	73
10. Lamers	27	27	97	61
11. Ferguson	27	27	97	97
12. McCabe	27	27	97	63
13. Wegand	27	0	97	51
14. Hermes	27	27	97	87
15. MacDonald	27	27	97	61
16. VACANT	0	0	0	0
17. Croatt	27	27	97	82
18. Spears	27	27	97	97
19. Heiser	27	27	97	97
20. Mitchell	27	27	97	97
21. Cuff	27	0	97	70
22. Hagen	27	27	97	97
23. Klemp	27	27	97	97
24. Thiede	27	27	97	97
25. Janke	27	27	97	73
26. Weinberg	27	27	97	73
27. Culbertson	27	27	97	97
28. Monfils	27	27	97	73
29. Winterfeldt	27	27	97	63
30. Nejedlo	27	27	97	97
31. Clegg	27	27	97	97
32. Thyssen	27	0	97	24
33. VanderHeiden	27	27	97	97
34. Rettler	27	27	97	63
35. Koury	27	27	97	61
36. Lautenschlager	27	27	97	97

Member(s) absent: Hammen, Wegand, Cuff, and Thyssen. Vacant: District 16



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

July 22, 2025

**TO THE HONORABLE OUTAGAMIE COUNTY BOARD OF SUPERVISORS
LADIES AND GENTLEMEN:**

Please be advised of the upcoming retirement for Mary Parsons on the Outagamie County Housing Authority Commission. Her retirement will follow the end of the term on July 31, 2025. The following individual has expressed interest in being appointed to fill Ms. Parsons' membership following her retirement on the Commission.

Jessica Fleek – term to expire July 31, 2030

I respectfully request the County Board's concurrence with the designation of the aforementioned individual to serve on the Outagamie County Housing Authority Commission.

Supporting documents are attached.

Sincerely,

Thomas Nelson
Outagamie County Executive

TN/av

cc: Kari Kuiper, Executive Director

Outagamie County Application for Executive Appointment

Name: Jessica Fieck

Address: [REDACTED]

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

E-Mail Address: jessfieck@gmail.com

Would you like agendas and minutes emailed to you? Yes No

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

Present Employer/Position:

Lakeland Care, Inc

Care Manager

Previous Employer/Position:

Goodwill NW

Director of Business and Partnership Development

Educational Background:

BA - Lawrence University
2005

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

- Secretary, Executive Committee on Fox Communities Credit Union Board of Directors - 6 yrs
- Habitat for Humanity - Volunteer 10+ yrs

Comments:

Signature: [Signature]

Date Submitted: 6-19-25

OUTAGAMIE COUNTY DISCLOSURE

IN COMPLIANCE WITH RESOLUTION 46—1974 AND ORDINANCE C-2010-11

NAME AND ADDRESS OF PERSON MAKING DISCLOSURE: Jessica Neck 

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

Board Member

PRINCIPAL EMPLOYER: Lakeland Care, Inc

SOURCE OF INCOME IN EXCESS OF \$1,200 PER YEAR (List all sources or anticipated in excess of \$1,200/year): Lakeland Care, Inc - full time job

Community Foundation for the Fox Valley Region
—part time job

(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.)

I, Jessica Neck, serving Outagamie County in the capacity of Board Member 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 code, Resolution 46—1974 and Ordinance C-2010-11.

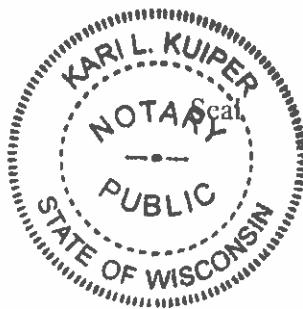


Signature

Subscribed and sworn to before me this 19 day of June, 2025

Kari L. Kuiper
Notary Public

Commission Expires: 06/02/2026





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

July 22, 2025

**TO THE HONORABLE OUTAGAMIE COUNTY BOARD OF SUPERVISORS
LADIES AND GENTLEMEN:**

Please be advised that John Sundelius's term on the Heart of the Valley Metropolitan Sewerage District Commission (HOVMSDC) will expire October 2025. He has expressed interest in serving another 5-year term.

I respectfully request the County Board's concurrence with the designation of Mr. Sundelius for reappointment with a term expiring October 2030.

Sincerely,

Thomas Nelson
Outagamie County Executive

av

cc: Mayor Tony Penterman, Kaukauna



June 19, 2025

Honorable Thomas M. Nelson, County Executive Outagamie County
410 S. Walnut Street
Appleton, WI 54911

Dear County Executive Nelson:

John Sundelius has been a valued member of the Heart of the Valley Metropolitan Sewerage District Commission for the past 10 years. Mr. Sundelius enjoys his role as a HOVMSD Commissioner, and I believe with his knowledge and experience it would be beneficial to the City of Kaukauna for him to continue serving as our representative. Therefore, I recommend the reappointment of John Sundelius to another 5-year term to the Heart of the Valley Metropolitan Sewerage District Commission.

Please contact me with any questions or concerns you may have.

Sincerely

Anthony J. Penterman
Mayor

mb

Outagamie County Application for Executive Appointment

Name: John W. Sundelius

Address: [REDACTED]

Home Phone: () N/A Work Phone: () N/A Cell Phone: [REDACTED]

E-Mail Address: [REDACTED]

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

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

Present Employer/Position:

RETIRED

Previous Employer/Position:

PLEASE SEE ATTACHED

Educational Background:

PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

Comments:

None.

Signature:

John W. Sundelius

Date Submitted:

7/10/2025

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
SUNDELIUS JOHN WALLACE		[REDACTED]	
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]			

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

None

PRINCIPAL EMPLOYER(S) NAME
N/A - RETIRED
ADDRESS
[REDACTED]

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.

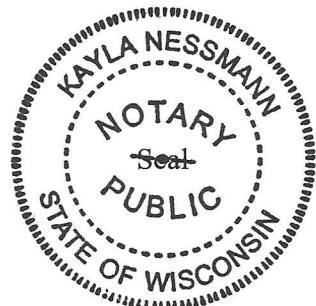
None

I, JOHN W. SUNDELIUS currently serving or will be serving Outagamie County in the capacity of HOVMSD 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.

John W. Sundelin
Signature

Subscribed and sworn to before me this 10th day of JULY, 2025.

Kayla Nessmann
Notary Public
Commission Expires: 12/5/28



ORDINANCE NO.: Z-6—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 Development and Land Services staff recommends approval.
9 Agriculture, Extension Education, Zoning and Land Conservation Committee recommends
10 approval.

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

14 BE IT ORDAINED, that the Outagamie County Board of Supervisors does recommend adoption
15 of the petition of Carow Land Surveying, applicant on behalf of Jeremy & Heather Foster and John &
16 Catherine Skell, owners, to rezone a portion of parcel 020076605 from the RSF Single Family Residential
17 District to the AGD General Agriculture District. The location of the site is North of Hawk Ridge Drive,
18 West of Tackman Lane, on Clinton Drive, Town of Bovina, Outagamie County, WI, as depicted on the
19 attached review and map, which by reference are made a part hereof, and

20 BE IT FURTHER ORDAINED, that this ordinance shall be in full force and effect in the Town of
21 Bovina upon approval by the Outagamie County Board of Supervisors and publication per State Statute
22 59.14 and 66.0103, and

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

26 Dated this _____ day of July 2025.

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

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Austin Dyb, Land Use Specialist
DATE: June 16, 2025
RE: PL202500232 - Rezoning - County Review & Recommendation

Application Details:

Applicant: FOSTER, JEREMY & FOSTER, HEATHER M
Request: Rezoning - County
Parcel(s): A portion of 020076605 (Subject Site)
Location: North of Hawk Ridge Dr, West of Tackman Ln, on Clinton Dr
TOWN OF BOVINA
Public Hearing: June 24, 2025- 09:00 AM

Background & Analysis:

The applicant is seeking a rezone of a portion of parcel 020076605 (~0.5 acres) in the Town of Bovina from the RSF Single Family Residential District to the AGD General Agriculture District. This proposal is associated with a pending Certified Survey Map, in which the applicant will be acquiring a portion of the subject parcel, and combining it with their current parcel (020076610). The proposed CSM would create a split-zoned parcel, as a result a rezone is required. The applicant intends to place a detached accessory building on the newly acquired portion of land, but the overall use of the site will not change at this time. The applicant has been advised that an Erosion Control and/or Stormwater Permit with siteplan may be required.

The table below shows the existing land use and zoning district patterns surrounding the subject parcel.

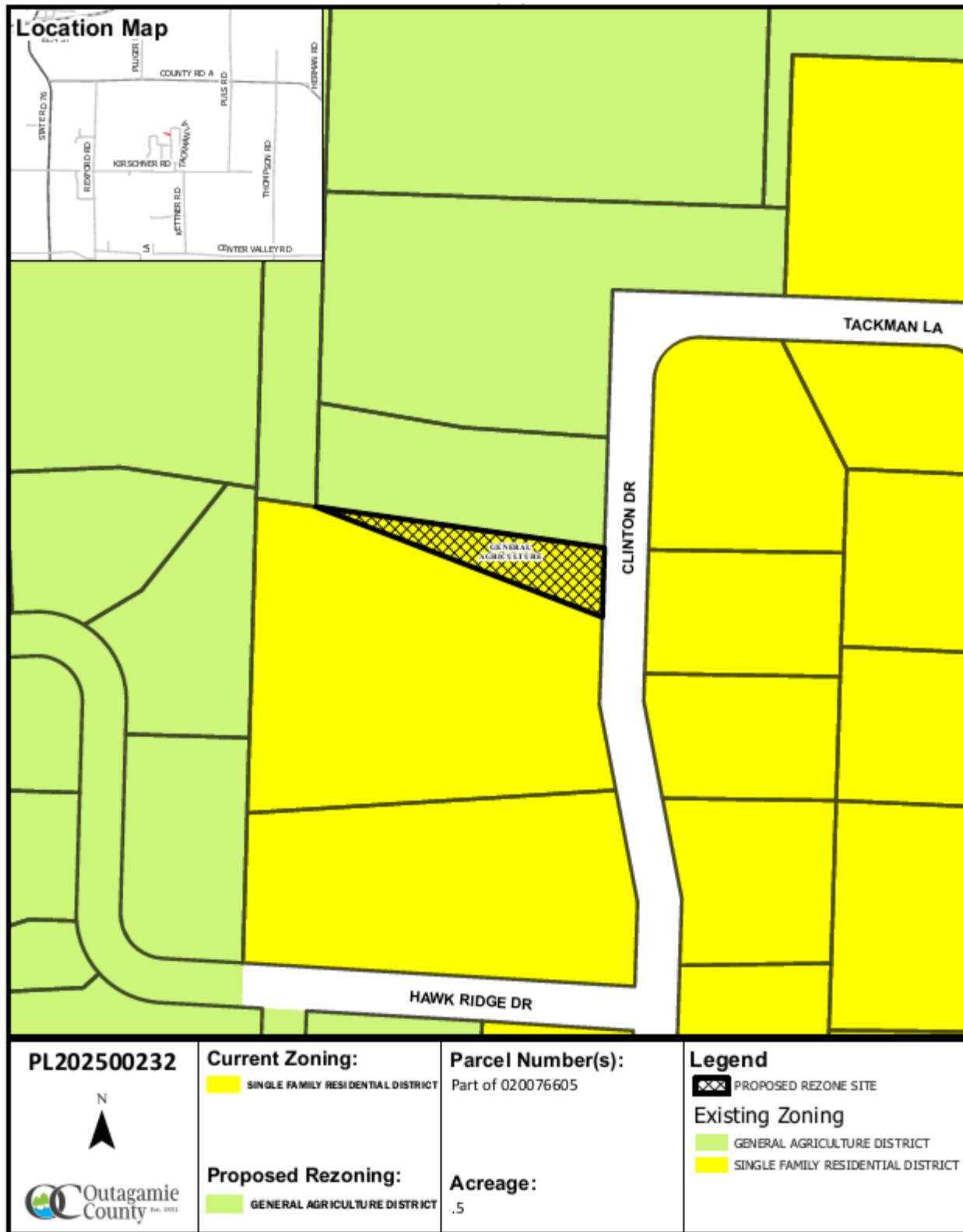
Area Adjacent to Subject Site	Existing Zoning District	Existing Land Use
North	General Agriculture	Residential
South	Single Family Residential	Residential
East	Single Family Residential	Residential
West	General Agriculture	Vacant/Wooded

No environmental hazards currently exist on the parcel. The Town of Bovina reviewed and recommended approval of this rezoning request at their May 19th, 2025 Town board meeting and shared no concerns.

Outagamie County administers general zoning for the Town of Bovina, and the County is statutorily obligated to document consistency with the County Comprehensive Plan, pursuant to Sec. 66.1001(3) Wis. Stats. The County Comprehensive Plan designates the subject area as "Rural Character". This designation is intended for agricultural areas, open areas, and rural residential development. As such, County staff has identified the proposed rezone to AGD as consistent with the County Comprehensive Plan.

Staff Recommendation:

Based on our review and the above analysis of this proposed Rezoning - County, Staff recommends:
Approval of PL202500232, rezoning a portion of parcel 020076605 from the RSF Single Family Residential District to the AGD General Agriculture District



CERTIFIED SURVEY MAP NO. _____

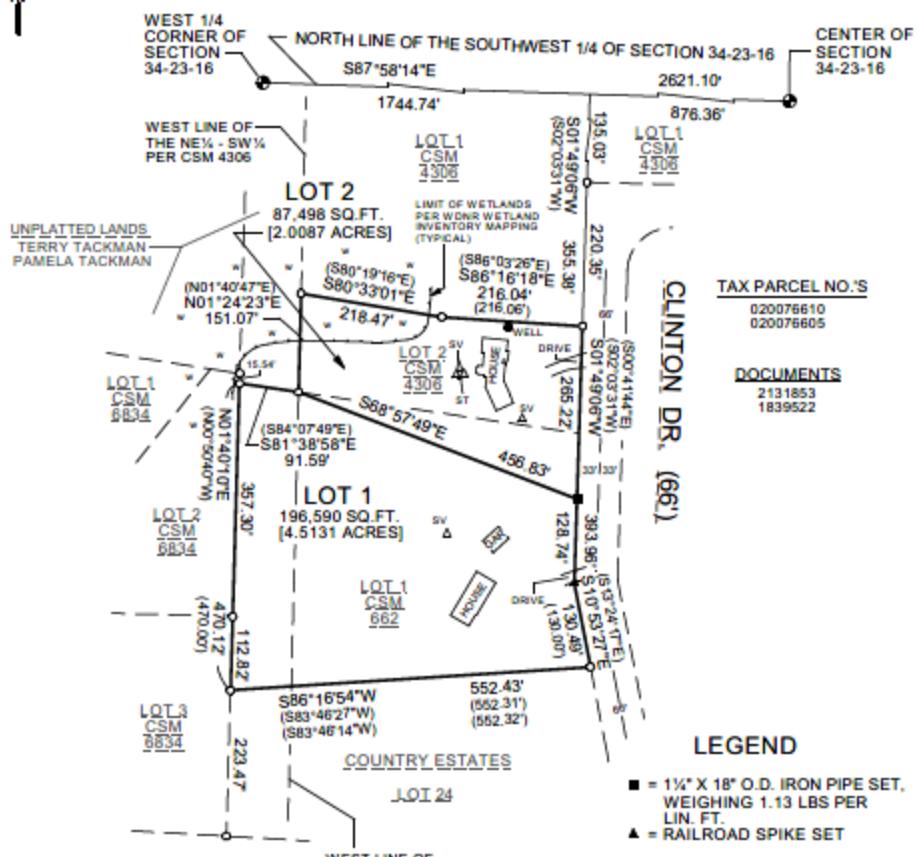
ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4306 AS RECORDED IN DOCUMENT NO. 1464423 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 662 AS RECORDED IN DOCUMENT NO. 985064, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 16 EAST, TOWN OF BOVINA, OUTAGAMIE COUNTY, WISCONSIN.

NORTH IS REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, T23N, R16E, TOWN OF BOVINA, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS S87°58'14"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

0 200 400 600
SCALE: 1" = 200'

N

OWNERS OF RECORD:

JEREMY FOSTER &
HEATHER M. FOSTERJOHN M. SKELL &
CATHERINE A. SKELL

NOTES:

- PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY, ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED WITH THE TOWN OF BOVINA AND OUTAGAMIE COUNTY

- THIS MAP DOES NOT TRANSFER THE OWNERSHIP OF THE LOTS HEREON. THE TRANSFER OF OWNERSHIP REQUIRES A DEED.

- PRIOR TO DEVELOPMENT, A WETLAND DELINEATION MAY BE REQUIRED ON LOT 2. OUTAGAMIE COUNTY CODE OF ORDINANCES,

SECTION 48-7(c)(4)a REQUIRES A WETLAND SETBACK OF 10 FT. TO 30 FT., 50 FT., OR 75 FT., DEPENDING ON THE SUSCEPTIBILITY OF THE WETLAND.

CHRISTOPHER E. PERREAULT, PLS-2249 DATE
CAROW LAND SURVEYING & ENVIRONMENTAL
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914
N5841 S.T.H. 47-55, SHAWANO, WI 54166
PHONE: (920)731-4168
A2504.58 (CEP) 5/20/2025 REV. 6/9/2025

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4306 AS RECORDED IN DOCUMENT NO. 1464423 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 662 AS RECORDED IN DOCUMENT NO. 985064, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 16 EAST, TOWN OF BOVINA, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER E. PERREAU, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4306 AS RECORDED IN DOCUMENT NO. 1464423 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 662 AS RECORDED IN DOCUMENT NO. 985064, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 16 EAST, TOWN OF BOVINA, OUTAGAMIE COUNTY, WISCONSIN. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF JEREMY FOSTER. N5096 CLINTON DRIVE, SHIOCTON, WISCONSIN 54170.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF OUTAGAMIE COUNTY.

CHRISTOPHER E. PERREAU, PLS-2249 DATE
CAROW LAND SURVEYING & ENVIRONMENTAL
615 N. LYNNDALE DRIVE, APPLETON, WI 54914
N5841 S.T.H. "47-55", SHAWANO, WI 54166
PHONE: (920)731-4168
A2504.58 (CEP) 5/21/2025

NOTES:

- 1) THIS CSM IS ALL OF TAX PARCEL NO. (S): 020076610 & 020076605.
- 2) THE PROPERTY OWNER (S) OF RECORD IS (ARE): JEREMY FOSTER, HEATHER M. FOSTER, JOHN M. SKELL AND CATHERINE A. SKELL.
- 3) THE CSM IS WHOLLY CONTAINED WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT (S): DOCUMENT NO. 2131853 AND 1839522.

OUTAGAMIE COUNTY DEPARTMENT OF DEVELOPMENT AND LAND SERVICES

APPROVAL:

THIS CERTIFIED SURVEY MAP WAS REVIEWED BY THE DEPARTMENT OF DEVELOPMENT AND LAND SERVICES.

SIGNED _____ DATED _____

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

COUNTY TREASURER _____ DATED _____

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4306 AS RECORDED IN DOCUMENT NO. 1464423 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 662 AS RECORDED IN DOCUMENT NO. 985064, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 16 EAST, TOWN OF BOVINA, OUTAGAMIE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNER (S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. I (WE) ALSO CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: OUTAGAMIE COUNTY.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF _____, 20 ____.

JEREMY FOSTER

HEATHER M. FOSTER

STATE OF WISCONSIN)
)
COUNTY OF)

PERSONALLY CAME BEFORE ME THIS DAY OF , 20 , THE ABOVE NAMED PERSON(S) TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

OWNER'S CERTIFICATE:

AS OWNER (S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. I (WE) ALSO CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: OUTAGAMIE COUNTY.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF _____, 20 ____.

JOHN M. SKELL

CATHERINE A. SKELL

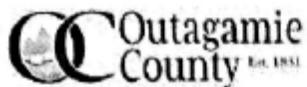
STATE OF WISCONSIN)
)
COUNTY OF)

PERSONALLY CAME BEFORE ME THIS DAY OF , 20 , THE ABOVE NAMED PERSON(S) TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CHRISTOPHER E. PERREAU, PLS-2249 DATE
CAROW LAND SURVEYING & ENVIRONMENTAL
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914
N5841 S.T.H. "47-55", SHAWANO, WI 54166
PHONE: (920)731-4168
A2504.58 (CEP) 5/21/2025



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

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):	Bovina
Request:	Rezoning
Applicant or Petitioner Name:	CHRISTOPHER E PERREAU, PLS 2249 (FOR JEREMY POST)
Applicant Contact Information (Preferred):	615 N LYNNDALE DR, APPLETON, WI 54914
Site Parcel Number(s):	PART OF 020076605 (PART OF PROPOSED CSM)
Site Address (if applicable):	PART OF NS051 CLINTON DR, SHILOCTON, WI 54170
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>	WE WOULD LIKE TO REZONE A 0.5± ACRE TRIANGLE PART OF THE ABOVE MENTIONED PARCEL TO MATCH THE NEIGHBORING PARCEL TO THE NORTH'S ZONING. THE PARCEL TO THE NORTH IS ACQUIRING THE TRIANGLE PARCEL . SEE SKETCH PROVIDED

COMPLETED BY THE CLERK:

Certification:

I hereby certify that the Board of Bovina, at a legally convened meeting of the Board held on 5/19/25, voted to Select Decision the Rezoning request:

Charles Blayen

Clerk Signature

5/19/25

Date

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

ORDINANCE NO.: Z-7—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 Development and Land Services staff recommends approval.
9 Agriculture, Extension Education, Zoning and Land Conservation Committee recommends
10 approval.

11 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning,

12 and Land Conservation Committee recommend approval of the following ordinance.

14 BE IT ORDAINED, that the Outagamie County Board of Supervisors does recommend adoption

15 of the petition of Robert E. Lee & Associates, applicant on behalf of Chad & Mark Properties LLC, owner,
16 to rezone parcel 090040300 from the General Agriculture District to the Residential Two Family District,
17 Residential Single Family District, and Residential Multi-Family District, a portion of parcel 090040706
18 from the Residential Multi-Family District to the Residential Two Family District, parcel 090040701 from
19 the Residential Single Family District to the Residential Multi-Family District, and parcel 090040704
20 from the Residential Single Family District to the Residential Multi-Family District. The location of the
21 site is East of County Road E, on Country Villa Way, Town of Freedom, Outagamie County, WI, as
22 depicted on the attached review and map, which by reference are made a part hereof, and

23 BE IT FURTHER ORDAINED, that this ordinance shall be in full force and effect in the Town of

24 Freedom upon approval by the Outagamie County Board of Supervisors and publication per State Statute
25 59.14 and 66.0103, and

1 BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a certified
2 copy of this ordinance to the Town of Freedom Clerk, the Outagamie County Zoning Administrator and
3 the Municipal Code Corporation for inclusion in the Outagamie County Code of Ordinances.

4 Dated this _____ day of July 2025.

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

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Austin Dyb, Land Use Specialist
DATE: June 16, 2025
RE: PL202500243 - Rezoning - County Review & Recommendation

Application Details:

Applicant: Robert E Lee & Associates (Consultant) CHAD & MARK PROPERTIES LLC (Owner)
Request: Rezoning - County
Parcel(s): 090040706, 090040701, 090040704, and 090040300 (Subject Property)
Location: East of County Rd E, on Country Villa Way
 TOWN OF FREEDOM
Public Hearing: June 24, 2025- 09:00 AM

Background & Analysis:

The applicants are seeking a rezone of the subject site, to accommodate a future residential development that will include a condominium community. (see attached preliminary plat) The proposed rezoning includes an existing single family home, and an existing residential care apartment complex, which was previously permitted as an assisted living facility. The rezone of the existing complex will allow a future expansion. Table 1 shows the existing land use and zoning district patterns surrounding the subject property.

Table 1. Surrounding Land Use and Zoning District Patterns, Relative to Subject Property

Area Adjacent to Subject Property	Existing Zoning District	Existing Land Use
North	RSF/General Agriculture	Residential/Agriculture
South	RSF/General Agriculture	Governmental/Residential
East	Single Family Residential	Residential
West	General Agriculture	Agriculture

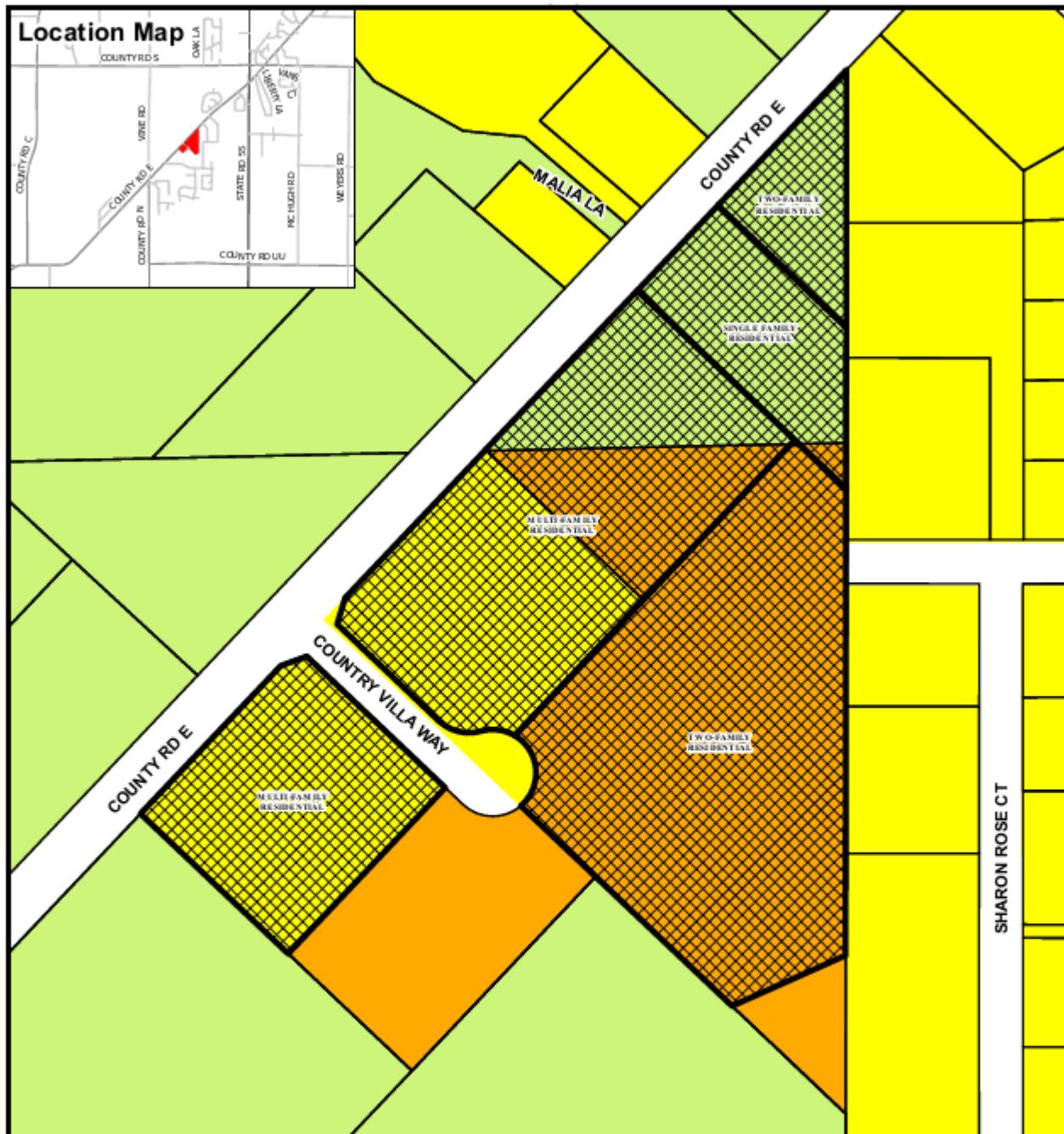
No environmental hazards exist at the subject site. All future development will be subject to Stormwater and erosion control permitting.

The Town of Freedom reviewed this request at their May 29, 2025 Board Meeting and recommended approval. Outagamie County administers general zoning for the Town of Freedom, and the County is statutorily obligated to document consistency with the County Comprehensive Plan, pursuant to Sec. 66.1001(3) Wis. Stats. The County Comprehensive Plan designates the subject area as "Community Mixed Use". This designation is intended for a variety of land uses including senior-type housing and

condominium developments. As such, County staff has identified the proposed rezones as consistent with the County Comprehensive Plan.

Staff Recommendation:

Based on our review and the above analysis of this proposal, Staff recommends: **Approval** of the proposed rezonings: portions of parcel 090040300 (4 Acres) from the General Agriculture District to the Residential Two Family District, Residential Single Family District, and Residential Multi-Family District, a portion of parcel 090040706 (6.098 Acres) from the Residential Multi-Family District to the Residential Two Family District, parcel 090040701 (2.49 Acres) from the Residential Single Family District to the Residential Multi-Family District, and parcel 090040704 (2.38 Acres) from the Residential Single Family District to the Residential Multi-Family District



PL202500243	Current Zoning: GENERAL AGRICULTURE DISTRICT SINGLE FAMILY RESIDENTIAL DISTRICT MULTI-FAMILY RESIDENTIAL DISTRICT	Parcel Number(s): 090040706 090040701 090040300 090040704	Legend PROPOSED REZONE SITE
Outagamie County <small>Est. 1851</small>	Proposed Rezoning: SINGLE FAMILY RESIDENTIAL DISTRICT MULTI-FAMILY RESIDENTIAL DISTRICT TWO-FAMILY RESIDENTIAL DISTRICT	Existing Zoning GENERAL AGRICULTURE DISTRICT SINGLE FAMILY RESIDENTIAL DISTRICT MULTI-FAMILY RESIDENTIAL DISTRICT	Acreage: 15.69



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

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 <input checked="" type="checkbox"/>
Applicant or Petitioner Name:	Chad & Mark Properties
Applicant Contact Information (Preferred):	920-213-4437
Site Parcel Number(s):	090040300, 090040701, 090040706
Site Address (if applicable):	
Pre-Application Meeting Number (if applicable):	(PL202500190)
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>	The proposed zoning change of RCAC is necessary to accommodate a proposed four-lot Preliminary Plat (hereafter, Plat) and expansion of the senior living use. The entirety of the proposed development is located within the Sewer Service Area Boundary

COMPLETED BY THE CLERK:

Certification:

I hereby certify that the Board of Freedom Board held on 05/29/2025, voted to Approve , at a legally convened meeting of the the Rezoning request:

Dana Methyl 5-29-25
 Clerk Signature Date

Motion Outcome by a Vote of:	4 <input checked="" type="checkbox"/> For	0 <input checked="" type="checkbox"/> Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>	A decision to approve a rezone request shall be determined to be consistent with that local governmental unit's comprehensive plan (Sec. 66.1001(3)).	

RESOLUTION NO.: 49—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
2 Review, establishes a procedure for the review of Administrative Rules. The
3 County Board may approve of the rule or refer it back to administration for
4 revision and re-submission. An updated rule regarding Acceptable Use of
5 Information Technology has been submitted for review.

6
7 Administrative Rule AR-2025-03 updates procedures related to protecting the
8 integrity, operability and security of the county's information technology and the
9 data contained therein.

10
11 NOW THEREFORE, the undersigned members of the Finance Committee recommend
12 adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
14 attached Administrative Rule regarding Acceptable Use of Information Technology, which by
15 reference is made a part hereof, and

16 BE IT FURTHER RESOLVED, that this rule shall be numbered AR-2025-03 and will
17 replace AR2012-01, and will be on file in a manual entitled "Outagamie County Administrative
18 Rules" in the County Clerk's Office, and

19 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
20 copy of this resolution to the Outagamie County Information Technology Director and the
21 Outagamie County Executive, who, in accordance with Sec. 59.03 Wis. Stats., shall be charged
22 with the duty of distributing said rule to affected departments for compliance.

23 Dated this ____ day of July 2025

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10 Chris Croatt

Respectfully Submitted,
FINANCE COMMITTEE

John Cuff

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15 Karen Lawrence

Dana Johnson

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20 Rick Lautenschlager

23 Duly and officially adopted by the County Board on: _____

24

25

26 Signed: _____

27 Board Chairperson

County Clerk

28

29

30 Approved: _____

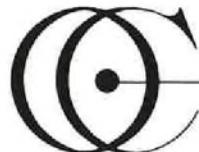
Vetoed: _____

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32

33 Signed: _____

34 County Executive



Acceptable Use of Information Technology

1.0 Overview

Outagamie County recognizes that timely and accurate information is an essential component of the services we provide. Employees of the County should therefore have access to and the ability to use the most effective resources at their disposal. However, Outagamie County is also committed to protecting the integrity, operability and security of its information technology and the data contained therein.

Information technology provided for use by the County workforce including but not limited to: personal computers, laptops, mobile devices, phones, storage media, monitors, USB devices, printers, scanners, cameras, software, web sites, video conferencing, operating systems, databases, internet browsers, accounts providing access to data on cloud based (external) systems, network equipment, Internet of Things, and data transfer tools such as SFTP (Secure File Transfer Protocol). Data includes, but is not limited to, electronic versions of documents, databases, phone calls, voice recordings, video, images, pictures, etc. whether stored locally or in the cloud. Information technology and data are the property of Outagamie County. These technologies are to be used for business purposes in serving the interests of the County, clients and customers in the course of normal operations. Individuals generating or receiving information on any County owned information technologies linked to the County network will not have an expectation of privacy over such information.

Effective security is a team effort involving the participation and support of every Outagamie County employee and affiliate who deals with information and/or information technologies. It is the responsibility of every user to know these guidelines, and to conduct their activities accordingly. All members of the workforce are responsible for informing management staff if they witness or suspect violations of this procedure or threats to our information technologies.

The Outagamie County Information Technology Department will be referred to as IT for the remainder of this document. Please contact HelpdeskEmail@outagamie.org if you have questions regarding this policy.

Additional [Security Policies](#) are found in the [Policies and Procedures](#) location in MYOC.

2.0 Purpose

Inappropriate use of information technology exposes Outagamie County to risks including malware, compromise of network systems and services, and a variety of legal issues. The purpose of this policy is to outline the acceptable use of information technologies at Outagamie County. This policy will provide protection against actions by individuals, either knowingly or unknowingly, that can damage or compromise systems or information vital to the continued success of the County or expose confidential/sensitive information.

3.0 Scope

This policy applies to users of all Outagamie County information technology and includes, but is not limited to employees, elected officials, County Board members, contractors, consultants, temporary or contract staff, personnel affiliated with third parties, and any other individual or entity using information technologies owned or leased by Outagamie County.

This policy identifies the guidelines for use of information technologies on a countywide basis. Specific departments within the County may choose to establish more restrictive guidelines. Individuals performing services at, or on behalf of those departments will be subject to the more restrictive guidelines.

4.0 Policy

Information technologies are to be used to facilitate the conduct of County business. Personal use of all information technologies, whether via personal or County-owned equipment, is limited to minimal and incidental use where such use does not interfere with the work of other personnel, the County's ability to perform its mission and does not degrade the performance of the technologies, such as gaming, music or video streaming.

Security of data must be maintained. Only information technology sanctioned by the Outagamie County may be utilized for relaying or storing confidential or sensitive information.

Each employee is responsible for knowledge of records retention requirements per State law and the [Outagamie County Records Retention Schedule](#) and to maintain records accordingly. No Information System can be utilized for business purposes where a record is created that cannot be retained or retrieved on demand. Consult the Outagamie County Records Retention Schedule for information on what constitutes a record.

Outagamie County will provide employees with the equipment necessary to perform their duties. Employees that use personal devices to conduct business do so voluntarily and such use will not be reimbursed without prior approval. Use of personal devices for business purposes must be in compliance with all provisions of this policy and the policies of Outagamie County including but not limited to records retention, security of data and acceptable behavior.

4.1 Network and Workstation Use and Security

1. Workforce members are required to exercise sound judgment and are fully accountable for ensuring that any personal use is reasonable and does not interfere with organizational responsibilities or resources. Personal files such as pictures, music, documents, etc. may not be saved on County computers or network storage devices.
2. Workforce members may not connect personal devices (speakers, keyboards, mice, monitors, phones, laptops, USB storage devices or flash drives, etc.) to any Outagamie County equipment or network device without prior authorization through an [IT Project Request Form](#). Personally owned devices (laptops, smart phones, etc.) may connect to the Outagamie County guest Wi-Fi only. Personal equipment may never be connected with a wired connection. Removable storage (USB drives, portable hard drives, etc.) used on County-owned equipment should never be plugged into a personally owned equipment to maintain security of information and reduce exposure to viruses and other malware.
3. Workforce members will not load any confidential data or documentation such as Word documents, Excel spreadsheets, pictures of clients, etc., from Outagamie County's information technologies onto portable media storage devices or removable storage devices without prior authorization from their supervisor/manager. Once approved the information must be password protected.
4. Workforce members will not install or uninstall any software, freeware, or shareware on workstations, portable devices or servers without prior authorization from IT. This should be requested through an [IT Project Request Form](#). Employees who do this may be in noncompliance with licensing terms of the vendor and legal action could be taken.
5. Workstation and portable device password lock screen display must be on whenever a user is not attending that device. For Windows devices, simultaneously press the Windows key and 'L' to manually lock the screen. Authorized users are responsible for the security of their passwords and accounts. The use of the KeePass password storage software is the only Outagamie County approved password storage option. For further information, refer to Password Management policy of the [Security Policies](#) document found in the [Policies and Procedures](#) location in [MYOC](#).
6. All software and updates to software on Outagamie County computers must be legally licensed, purchased, approved, and installed through IT. Using unlicensed software is illegal and can subject Outagamie County to substantial penalties under the law.
7. No personal software or personal internet accounts may be used on County technologies or for County business. Outagamie County software may never be installed on a personally owned device unless authorized by IT.
8. Outagamie County reserves the right to monitor or audit all County equipment, systems and network traffic at any time without prior notification to the employees.

4.2 Email and Phone Use

Access to Outagamie County's electronic mail (Email) system is provided to all personnel whose duties require it for the conduct of business.

1. Outagamie County has the capacity to monitor all email and reserves the right to do so on a random basis or as requested by a department head, supervisor/manager, or the County Executive. Outagamie County is not obliged to notify the staff when an audit or review of messages is requested.
2. Personal messages generated on or received through the county information technologies will be considered to be in the possession and control of Outagamie County. Personal email messages should be saved in a separate folder away from work related messages or not saved at all.
3. Email will not be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive email with this content from any Outagamie County employee have the right to report the matter to their supervisor/manager.
4. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses or malware.
5. Sending chain letters or joke emails from an Outagamie County email account is prohibited. Employees will discourage personal and professional contacts from sending chain letters or joke emails to Outagamie County email accounts.
6. Countywide notification of messages suspected to contain virus or other malware warnings will be distributed by IT ONLY.
7. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) is prohibited. IT will attempt to notify you of these types of emails to the best of their ability from outside senders. However, it is the receiver's responsibility to delete any unwanted SPAM messages or use the Outlook 'Mark as Spam' button.
8. Email messages received or sent may be subject to disclosure under the Wisconsin Public Records Law.
9. County-issued cell phones are provided to employees at the discretion of department heads. County cell phone records are subject to open records requests; therefore, county-issued cell phones must have archiving installed to be able to text. Except as approved by the County Executive, no employee may use a county-issued cell phone or other similar device for personal use.

4.3 Internet Use

Access to the "Outagamie Corporate" Internet is available to employees for the conduct of County business only.

1. Browsing offensive or threatening web sites as determined by HR is prohibited.
2. Outagamie County is not obliged to notify the staff when an audit or review of activity is requested.

4.4 County Sponsored Social Media / Network Applications

1. All County sponsored Social Media / Network applications must be registered with the IT Help Desk using the [IT Project Request Form](#) per Administrative Rule [Social Media Administration](#).
2. The content of all County sponsored Social Media / Network applications communications is to be compliant with State, Federal and local laws and regulations and be consistent with the business objectives and existing policies of Outagamie County.
3. Each department will be responsible for establishing employee posting access, monitoring content and general maintenance of County sponsored Social Media / Network applications.
4. Each department is responsible to contact IT to establish the backup archive of the County sponsored Social Media/Network application in order to be in compliance with County open records laws.
5. County management reserves the right to suspend or discontinue any County sponsored Social Media / Network applications where content and/or site maintenance does not meet County standards.
6. County sponsored Social Media / Network applications may not be used as a means of exchanging information with or between County Board or Committee members where such exchange could be considered a "meeting" and a violation of Wisconsin Public Records Laws.

4.5 Personal Social Media

The expectations and guidelines regarding personal use of social media are to protect the County's reputation and confidential information. The following are not acceptable.

1. Sending or posting discriminatory, defamatory, harassing, bullying or threatening messages or images (including photographs or videos) regarding any current or former employee.
2. Making any defamatory, slanderous or derogatory reference or post against any prospect, client, customer, vendor or business partner that may harm or interfere with the company's corporate brand statement, working relationship or current contracts.
3. Posting any confidential, proprietary or non-public company information or documents, including, but not limited to, information listed in our Confidentiality and Non-Disclosure policy.
4. Posting any confidential information pertaining to employees or clients, which may otherwise be protected under state and federal laws such as state privacy and disability laws.
5. Disclosing any information protected by attorney-client privilege, legal hold or spoliation order.
6. Representing (or otherwise giving the impression) that you are speaking on Outagamie County's behalf.
7. Failing to use proper disclaimers with anything that might be connected back to us, such as "postings on this site are my own and do not represent others' opinions, philosophies or business strategies".
8. Posting photographs, videos or images of other employees, workspaces,

meetings, customer/clients, customer/client areas or any company-related materials must not be shared publicly without proper authorization by your Department Head.

9. Employees are not permitted to record or post videos taken on company property or during work hours unless explicitly authorized by their Department Head.
10. Using our logo for commercial gain, or otherwise using our logo in a non-commercial setting that would be inconsistent with our code of ethics and organizational brand.
11. Unlawfully gaining access to another employee's social networking website or profile.
12. Demanding or otherwise requiring applicants or employees to give you their social networking passwords.

4.6 Artificial Intelligence (AI)

1. Purchase and use of a software system that has embedded AI must be evaluated and approved by IT and Corporation Council.
2. Any use of AI must follow the following standards:
 - (a) Ethical Use: AI tools must be used in a manner that respects privacy, confidentiality, and intellectual property rights. Users must ensure that AI-generated content does not contain or propagate dishonest, non-factual, misleading, bias, or unethical content, nor discriminate against any individual based on their protected characteristics, such as race, gender, age, religion, or disability.
 - (b) Data Privacy and Security: Sensitive and confidential data must be protected in accordance with organizational policies and relevant regulations. Data used for training AI models should be anonymized to prevent the identification of individuals and must comply with data protection policies and laws such as HIPAA, CJIS, PII, etc. For example, if using Microsoft Copilot to do research, do not enter a person's name, or even the term "Outagamie County" in your message.
 - (c) Accountability: AI users are responsible for the outputs generated by AI tools and must ensure that these outputs meet the required standards of quality and accuracy. This includes verifying sources, checking statistics, and ensuring any claims made in the content are supported by evidence. AI-generated content should be reviewed and verified by a human to ensure accuracy and appropriateness. Users must have expertise in the subject matter for which the AI is used. AI is to be utilized as a tool and is not a substitute for human expertise.
 - (d) Compliance: All AI activities must comply with relevant laws, regulations, and organizational policies. All data entered (stored) in an AI database must follow records retention standards (stored for 7 years, searchable). Corporate data is not allowed on private systems without existing contractual agreement approved by Corporation Counsel.
 - (e) Transparency: The use of approved, publicly available generative AI applications (Microsoft Copilot and Chat GPT) for the purpose of basic research or the summarizing, refining, organizing or formatting basic communications and documentation is allowed only if all AI standards

listed here are followed. Any other usage requires documentation to be labelled as AI generated.

4.7 Unacceptable Use

The following activities are strictly prohibited. IT employees may be exempted from IT related activities that are required during the course of their legitimate job responsibilities.

Under no circumstances is an employee of Outagamie County authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Outagamie County-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities that fall into the category of unacceptable use.

1. Accessing data, systems, or servers for any purpose other than conducting Outagamie County business.
2. Revealing your account password or allowing use of your account by others.
3. Using any account ID and password shared by multiple users.
4. Attempting to evade, disable, or bypass user authentication or security of any device, network, or system.
5. Searching, scanning, running scripts, or monitoring Outagamie County devices, network, or servers for vulnerabilities.
6. Intentionally introducing malicious programs into a device, network or server (e.g., viruses, worms, Trojan horses, malware, etc.).
7. Interfering with or denying service to any user on the network or engaging in any activity that adversely affects the availability, confidentiality, security or integrity of any Outagamie County-provided technology.
8. Unauthorized altering, deleting, or damaging electronic Outagamie County data or technology.
9. Providing information about Outagamie County activities, systems, employees, etc. to external parties unless there is a contractual relationship with Outagamie County or said activity is being done in response to a legitimate public records request.
10. Using information technology to impersonate individuals or misrepresent authorship.
11. Relying solely on information technology for critical decision-making without human oversight.
12. Using Outagamie County technology to engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws
 - (a) Transmit or view threatening, abusive, obscene, lewd, profane, or harassing material.
 - (b) Transmit or view materials with intent to demean any person's age, disability, gender, race, national origin or sexual orientation.
 - (c) View, read or access any sexually explicit sites or materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic.
13. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted

software for which Outagamie County or the end user does not have an active license.

14. Violating of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" (illegally copied) or other software products that are not appropriately licensed for use by Outagamie County.
15. Exporting software, technical information, or encryption technology in violation of international or regional export control laws.
16. Using your corporate credentials for personal system credentials.
17. Employees are prohibited from recording videos, photos, or other media content during work hours for the purpose of posting or sharing on social media platforms for profit, personal gain, or commercial purposes. This includes, but is not limited to, videos or images that depict Outagamie County, its employees, or clients. Personal social media should not be accessed or used, using County Information Technology, unless otherwise approved by department head in advance.

5.0 Enforcement

Outagamie County retains the right to log electronic system activity and review that information periodically for appropriateness, compliance to policies and in response to Outagamie County management requests. This includes, but is not limited to, business tool reports, system audit logs, system usage events, internal and external audits, and feedback to the IT Department. IT reserves the right to perform periodic audits to verify devices are in compliance with licensed software and remove unlicensed software immediately.

Anyone found to have violated this policy may be subject to disciplinary action or sanctions, up to and including termination of employment. A signed acknowledgement of receipt of the policy is required for each person who uses or has access to Outagamie County computer hardware or software. The signed document shall be retained by Human Resources for employees and the appropriate Department Head in the case of contractors, volunteers, consultants, or any other third party. Any exceptions to this policy must be documented, justified, and approved in advance by the IT Director.

Acceptable Use of Information Technology

Acknowledgement

As a condition of having access to information technology resources provided by Outagamie County, I acknowledge that I have read and understand the ***Acceptable Use of Information Technology*** policy and agree to follow the guidelines contained therein.

Employee/Contracting Agency Signature

Date

Please Print Clearly:

Employee/Contracting Agency Printed Name

RESOLUTION NO.: 50—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Resolution 55—2004-05 created the Coordinating Council Committee (renamed Criminal
2 Justice Coordinating Council (CJCC) in 2018) to monitor the outcome measures of present
3 justice programming and to investigate new initiatives for policy and programs in order to
4 enhance the community safely and reduce recidivism. The Criminal Justice Coordinating
5 Council would like to amend membership by combining the “Higher Education” entity and
6 “Public School Official” entity into one entity titled “Education.” Additionally, the
7 “GOALS Program” entity has been inactive for some time, and therefore, should be
8 removed. The “Volunteer in Offender Services” entity has been renamed to “Criminal
9 Justice Treatment Services,” aligning it with the department’s current name.

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

11 adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
14 Criminal Justice Coordinating members consisting of one member representing the entities listed below
15 (deletions are struck out and additions are underlined and in bold and italics):

16 Appointed by the County Executive, with confirmation by the Outagamie County Board, a
17 representative and an alternate for each of the following entities:

18

- 19 • Outagamie County Executive
- 20 • Sheriff’s Office
- 21 • Clerk of Courts
- 22 • Corporation Counsel
- 23 • Non-profit (housing or mental health)
- 24 • ~~GOALS Program~~
- 25 • Court Commissioner
- 26 • Health and Human Services
- 27 • Crime Victim
- 28 • ~~Higher Education~~
- 29 • **Education**
- 30 • Treatment Alternative Diversion
- 31 Program
- 32 • Municipal Police Department
- 33 • State Public Defender
- 34 • District Attorney’s Office
- 35 • Circuit Court Judge
- 36 • An offender or an offender family member
- 37 • Community Corrections
- 38 • ~~Volunteer in Offender Services~~
- 39 • **Criminal Justice Treatment Services**
- 40 • Community Member (business)
- 41 • Faith based group
- 42 • ~~Public School Official~~

Appointed by the County Board Chair, with confirmation by the Outagamie County Board, a representative and an alternate for each of the following entities:

- Outagamie County Board Chairperson
- Health and Human Services Committee
- Public Safety Committee
- Finance Committee

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

resolution to the Outagamie County Sheriff and the Outagamie County Finance Director.

Dated this ____ day of July 2025

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.: 51—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Wisconsin Department of Health Services, Office of Preparedness and Emergency
2 Health Care, Division of Public Health is awarding funds for emergency dispatcher
3 cardiopulmonary resuscitation (CPR) training and testing. Funds may be spent to provide
4 CPR training, certification and continuing education. The Sheriff's Office is applying for
5 \$9,563.20 in order to send eight telecommunicators for Emergency Medical Dispatch
6 (EMD) training and 16 telecommunicators for EMD recertification testing. The
7 certification and testing (\$4,280) are through the International Academy of Emergency
8 Dispatch (AED). The initial training is a three-day intensive course covering use of
9 medical protocols. These protocols focus on life safety questions and pre-arrival
10 instructions up to and including CPR direction. Part of the straight time costs (\$5,283.20)
11 of sending the telecommunicators to the training is reimbursable. The remainder of straight
12 time costs and fringe benefits tied to these wages will be covered with already budgeted
13 funds. There is no match required, and the adjustment will be for the 2025 budget.
14
15

NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
16 adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the Sheriff's
18 Office to apply for, accept and expend \$9,563.20 in funding from the Wisconsin Department of Health
19 Services, Office of Preparedness and Emergency Health Care, Division of Public Health for emergency
20 dispatcher cardiopulmonary resuscitation (CPR) training and testing, and

21 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve
22 of increasing the following Law Enforcement Communication cost centers: Intergovernmental Revenue
23 by \$9,563; Salaries by \$5,283; Travel/Training by \$4,280 as noted on the attached fiscal note, which by
24 reference is made a part hereof, and

25 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
26 this resolution to the Outagamie County Sheriff and the Outagamie County Finance Director.

27 Dated this ____ day of July 2025

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrín 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

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:** Sheriff's Department to accept reimbursement for Emergency Medical Dispatch (EMD) training and salary from Wisconsin Division of Public Health.

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 Office of Preparedness and Emergency Health Care, Division of Public Health in the Wisconsin Department of Health Services is awarding funding for emergency dispatcher cardiopulmonary resuscitation training and testing. Funds may be spent to provide CPR training, certification and continuing education. The Sheriff's Office is applying for \$9,563.20 to send eight telecommunicators for EMD training and sixteen telecommunicators for EMD recertification tests. The certifications and testing (\$4,280) are through the International Academy of Emergency Dispatch (IAED). The initial training is a three day intensive course covering use of medical protocols. These protocols focus on life safety questions and pre-arrival instructions up to and including CPR direction. Part of the straight time costs (\$5,283.20) of sending the telecommunicator to the training is reimbursable. The remainder of straight time costs and fringe benefits tied to these wages will be covered with already budgeted funds. There is no match required, and the adjustment would be for 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 () 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 () 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
Law Enforce. Communic.	Intergovernmental Revenue	1008013.4232.02	9,563
Law Enforce. Communic.	Salaries	1008013.5100	5,283
Law Enforce. Communic.	Travel/Training	1008013.5300	4,280

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: Lisa VandenLangenberg

For Financial Services purposes only			
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: 7/1/2025	Detail Expenditures Account Number 1008013.5305	Amount 4,280	
Comments:			

RESOLUTION NO.: 52—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 In March 2025, Valley Packaging Industries (VPI) ended their lease with Outagamie County
2 for the building located at 3375 W. Brewster Street, Appleton. Outagamie County has explored
3 opening an employee child care center to benefit the county's workforce. Outagamie County
4 has negotiated a lease with the Young Men's Christian Association (YMCA) of the Fox Cities
5 to open and operate a child care center at the Brewster Street location. The project will
6 repurpose 12,000 square feet of building space into a child care center serving approximately
7 100 children. The lease is for a term of 10-years. Outagamie County will fund the renovation
8 and the YMCA will pay for furnishings, fixtures, equipment and all operational expenses at the
9 center. There is no impact to the 2025 budget.

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

11 Development Committee recommend adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
14 authorize and approve the attached Lease Agreement, which by reference is made a part hereof, between
15 Outagamie County and the Young Men's Christian Association (YMCA) of the Fox Cities, Inc. for building
16 space and adjacent outdoor playground space located at 3375 W. Brewster Street, Appleton, said space to
17 be used for an Outagamie County employee child care center, with no impact to the 2025 budget, as noted
18 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 Outagamie County Development and Land Services Director, the Outagamie County
21 Corporation Counsel, and the Outagamie County Finance Director.

22 Dated this ____ day of July 2025

23

24

25

26

LEASE AGREEMENT

This Lease made this _____ day of _____ 2025, by and between Outagamie County, (hereinafter referred to as "Lessor"), and the Young Men's Christian Association of the Fox Cities, Inc. (hereinafter referred to as "Lessee" or "YMCA"), collectively referred to as the "Parties".

I. WITNESSETH

WHEREAS, the Lessor hereby leases, demises, and lets unto Lessee, and Lessee hereby leases from Lessor, 12,375 square feet of building space and adjacent outdoor playground space located at 3375 W. Brewster Street, Appleton, Outagamie County, Wisconsin. The "Leased Premises" shall be comprised of the building space, identified as the "YMCA Leased Space" on Exhibit 1 attached hereto and incorporated herein, as well as the adjacent outdoor playground space, together with the surrounding grounds and shared access to adjacent parking lot, together with the right of ingress thereto and egress therefrom.

WHEREAS, the Lessee will operate a group daycare facility at the Leased Premises on behalf of Outagamie County to benefit Outagamie County employees, employers, and residents.

NOW, THEREFORE, in consideration of the mutual promises of the Lessor and Lessee as set forth below, the Lessor and Lessee agree as follows:

II. GENERAL TERMS**1. Rent:**

- a. Lessor, in exchange for the rental rate and all other sums agreed to be paid by Lessee as outlined herein, shall provide the use and occupancy of the Leased Premises. The Lessee shall pay \$1 annually for use of the Leased Premises during the term of this Lease Agreement.
- b. All annual rental payments are to be made on or before January 31 to the Lessor c/o County Treasurer at its address:

Outagamie County Treasurer
320 S. Walnut St.
Appleton, WI 54911

2. Term and Termination:

- a. Term: This Lease shall commence upon the YMCA taking possession of the leased premises following the completion of Lessor improvements as described in Exhibit 2 (hereinafter the "Occupancy Date"). The term of this Lease is ten (10) years from the date of possession. The term of this lease is subject to automatic renewal for one additional ten (10) year period unless

either party notifies the other in writing of an intent to not renew at least 12 months prior to expiration of the initial term. Commencement of this lease is conditioned upon Outagamie County receiving an Occupancy Permit from the Town of Grand Chute after completing all initial building improvements.

- b. Surrender of Premises and Holding Over: At the expiration of the term, the Lessee shall peaceably quit and surrender possession of said premises in the same condition as at the Commencement of this Lease, reasonable wear and tear excepted, consistent with the rights and responsibilities outlined in Section III, E and Section III, H of this Lease regarding Tenant's removal of improvements. Should the Lessee occupy said premises after the expiration date of this lease or any extension hereof with the consent of the Lessor, expressed or implied, such possession shall be construed to be a tenancy from month to month and said Lessee shall pay said Lessor for said premises for such period as said Lessee may remain in possession thereof. Payment shall be made on an annual basis calculated on the same annual rental that was applicable for the last full year preceding said tenancy. Lessor may terminate this hold over month-to-month tenancy at any point in time, without cause, upon providing thirty (30) days written notice to the Lessee.
- c. Termination: Termination is limited to the following provisions:
 - i. Termination with breach: In the event of a material breach of the terms of this agreement, either party shall provide written notice to the breaching party and provide the opportunity to cure prior to terminating the Lease Agreement. Upon receipt of notice of the breach, the non-breaching party shall give the breaching party 30-days to cure said breach. In the event the breaching party fails to cure, the non-breaching party may terminate the agreement unilaterally, by written notice delivered to the breaching party after the expiration of the 30-day period to cure.
 - ii. Termination without breach:
 1. Mutual Termination: The Parties may mutually agree in writing to terminate the Lease early under negotiated terms and conditions.
 2. Lessor's Right to Terminate: The Lessor reserves the right to terminate this Lease before the expiration of the Lease Term, subject to the following conditions:
 - a. Bankruptcy or Insolvency: The Lessor reserves the right to terminate this Lease in the event of the Lessee's bankruptcy or insolvency. If the Lessee files a voluntary petition for bankruptcy, has an involuntary

bankruptcy petition filed against it, or makes an assignment for the benefit of creditors, the Lessor may, at its sole discretion and at any time thereafter, declare this Lease void and immediately terminated by providing written notice to the Lessee.

b. **Excessive Improvement Costs:** The Lessor reserves the right to terminate this Lease without penalty if the total cost of the initial property improvements necessary to make the premises suitable for the Lessee's intended use exceeds the estimated costs outlined in Exhibit 2. In such an event, the Lessor shall provide written notice to the Lessee detailing the cost overage. The Lessee shall then have ten (10) days from receipt of such notice to elect, in writing, to cover the excess costs at its own expense. If the Lessee agrees to cover the excess costs, the Lessor may not terminate the Lease under this provision, and the improvements shall proceed accordingly. If the Lessee does not elect to cover the excess costs within the specified timeframe, the Lessor may terminate the Lease by providing written notice to the Lessee, and the Lease shall be deemed null and void as of the termination date specified in the notice.

3. **Lessee's Right to Terminate:** The Lessee may request an early termination of this Lease by providing one hundred eighty (180) days written notice, subject to the following conditions:

- a. Payment of all outstanding financial obligations due under the Lease.
- b. If the Lessee elects to terminate the Lease during the initial Lease Term, the Lessee shall pay the Lessor liquidated damages equal to the amount paid by the Lessor to improve the property to accommodate the Lessee's particular use, minus depreciation. The Lessee shall pay liquidated damages under this section in full to the Lessor at the end of the notice period. Depreciation will be calculated on a straight-line basis over the useful life of the improvements, as determined in accordance with Governmental Accounting Standards Board (GASB) principles. The Lessor shall provide an itemized statement of the initial investment and depreciation calculation upon request.

The Lessor, at its sole discretion, may elect to waive or modify this penalty in writing. However, this penalty shall be waived in full if the Lessee secures, and the Lessor approves in writing, a suitable replacement tenant within the notice period under terms acceptable to the Lessor at the Lessor's sole discretion.

c. Restoration of the premises to its condition at the time of Lessee's possession, except for reasonable wear and tear and damage by casualty not caused by Lessee.

iii. The specified remedies to which the Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies, or means of redress to which the Lessor may be lawfully entitled in case of any breach or threat to breach by the Lessee. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

3. Rights, Duties, and Obligations:

- a. Right of Entry: The Lessor and its representatives may enter the Leased Premises for the purpose of inspecting the Leased Premises, to perform any work which the Lessor elects to undertake made necessary by reason of the Lessee's default under the terms of this lease, or for showing the Leased Premises for sale, lease, or to obtain mortgage financing. Except in an emergency or during non-operating hours, all entry by the Lessor into the Leased Premises shall be preceded by not less than twenty-four (24) hours advance written notice (which, without limitation, may be made e-mail) to Lessee's Director. The Lessor must be accompanied by Lessee's staff during operating hours.
- b. Abandonment by Lessee: It is further agreed that if the Lessee shall abandon or vacate said premises for a period of at least thirty (30) days before the termination of this lease (any temporary vacation due to casualty excepted), then and in either event, the Lessor may, at its option, re-let the same as it may see fit without such retaking affecting or terminating this lease.
- c. Liens: The Lessee agrees and undertakes to hold harmless the Lessor from damages sustained by it as the result of the filing against the Leased Premises of labor liens, mechanic's liens and materialman's liens, provided that such liens are for work contracted for by the Lessee, and failure by the Lessee to satisfy the liens within sixty (60) days after Lessee received notice of the filing of such liens shall be deemed a material breach of the Lease.

- d. Expenses: The Lessee shall pay and indemnify the Lessor against all legal costs and charges including attorney fees lawfully and reasonably incurred in obtaining possession of the Leased Premises after a default of the Lease, or after the Lessee's default in surrendering possession upon the expiration or earlier termination of the term of the Lease, or in enforcing any covenant of the Lease.
- e. Repairs and Maintenance: The division of responsibility for repairs and maintenance is set forth in the attached Exhibit 3, incorporated herein by reference. The Lessee shall at its own expense provide janitorial and minor maintenance in a manner, which is usual and customary for a commercial building of the size and age as set forth in Exhibit 3. The Lessor shall provide structural maintenance of the building, including the roof, doors, windows, exterior building surfaces and certain interior building items as set forth in Exhibit 3. The Lessee shall have the right to make such non-structural modifications to the building as it should desire with the prior written consent of the Lessor's Facilities Manager. All such modifications shall remain the property of the Lessor at the completion of the lease unless, at the request of Lessor, Lessee shall remove such modification(s) and restore the property to its condition prior to the modification. Except as reasonably necessary to complete the non-structural modifications approved by Lessor, the Lessee shall not cause or permit any waste, damage or injury to the leased property in making any such modifications.
- f. Utilities: The Lessee shall pay all charges for gas, electricity, internet service, and water rendered or supplied upon or in connection with the Leased Premises. Further, Lessee shall be responsible for its own expenses for telephone or other communication service.
- g. Signs: The Lessee may erect or install signs of its own design or choosing on the exterior walls of the leased premises in such a manner as the building shall not be damaged or defaced thereby, as permitted by law, subject to the approval of the Lessor, which will not be unreasonably withheld. Such signs shall be removed by the Lessee at the expiration of the term and any damage from the signs removal shall be repaired by Lessee.
- h. Fixtures: The Lessee may install fixtures, equipment, and shelving used by it in its business. At the termination of this lease, the Lessee shall remove any fixtures, equipment, and shelving owned by it and placed upon the premises by it. In doing so, the Lessee shall leave the premises in the same condition of repair and as tenantable as they were at the making of this lease and prior to the addition of fixtures, equipment, and shelving, reasonable wear and tear excepted.

i. Improvements:

i. Lessor Performed Improvements:

1. **Lessor Base Lease Improvements:** The Lessor shall make various improvements as set forth in Exhibit 2 as soon as reasonably practicable.
2. Lessor shall make improvements as needed on an ongoing basis to carry out Lessor's responsibilities as set forth in Exhibit 3.

ii. Lessee Performed Improvements:

1. The Lessee shall, at its expense and upon approval of the Lessor, be allowed to make various improvements and repairs to the building and its immediate environs necessary for its purpose. The Lessee shall be required to make any improvements as needed on an ongoing basis to carry out Lessee's responsibilities as set forth in Exhibit 3 as well as any specialized improvements to the building, which may be required due to its projected use.
2. The Lessee shall be solely responsible for the purchase, installation, maintenance, and replacement of the following items, which shall not be included as part of the Lessor's improvements:
 - a. Playground Equipment
 - b. Kitchen Equipment
 - c. Classroom Furnishings and Equipment
 - d. Office Furnishings and Equipment

j. Warranty of Quiet Possession: The Lessor hereby warrants and covenants that it has full authority to execute this lease and further warrants and covenants that the Lessee, on paying the rent herein stipulated and performing the conditions and covenants of this lease on its part to be kept and performed, may have and shall quietly have, hold and enjoy the demised premises without any manner of interference or hindrance of or from the Lessor, its successors, and assigns, or from any person lawfully claiming the premises or any part thereof.

k. Snow Removal and Lawn Care: The Lessor shall be responsible for snow and ice removal from the parking lot. The Lessee shall remove snow and ice from any sidewalks located on, directly adjacent to, or providing access to the Leased Premises. The Lessor shall be responsible for snow removal on any road and parking facilities in connection herewith prior to 6:30 a.m. on days of operation. The Lessor shall mow the grass located on the identified property. Lessor shall be required to remove snow at time that one inch or more has accumulated on the roads and parking facilities serving the Leased Premise.

- I. Acceptance of Building: Neither the Lessor or his agents have made any representations with respect to the building, the land upon which it is erected or the leased property except as is expressly set forth herein. Upon execution of the Lease, the Lessee accepts the Leased Premises "as-is". The Lessor agrees to assert any warranty claim brought by the Lessee.
- m. Waste: Lessee shall not cause or permit any waste, damage or injury to the Leased Premises. In the event that such waste occurs, Lessee shall be solely liable for repairing said damage or disrepair to the Leased Premises, and any portion of the building or county property in which damage was caused by Lessee.
- n. Compliance with Government Regulations: The Lessee agrees to comply with and abide by all rules, orders, ordinances, laws and regulations promulgated by any local, state, or federal authority having jurisdiction over the Leased Premises pertaining to health and to the conduct of the Lessee's business on the Leased Premises, and will likewise obey all police, fire, building inspector's regulations or any orders validly made in relation thereto.
- o. Insurance. Lessee shall carry the following insurance coverage:
 - i. Worker's Compensation & Employer's Liability
 1. Applicable State — Statutory Limits as Required by the State of Wisconsin
 2. Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) — Statutory Limit
 3. Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the County shall not be liable to Lessee, its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this Lease Agreement. Lessee agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Additionally, the Lessee shall not be liable to Outagamie County, its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this Lease Agreement. The County agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such

employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

ii. Automobile Liability — Owned, Non-Owned, Hired

Automobile liability, owned, non-owned, hired. Bodily injury and property damage combined Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used by Lessee in relationship to the Agreement. Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle) if such insurance is available to Lessee. Such limits can be satisfied through excess or umbrella liability policies.

NOTE: If Lessee will be using personally owned autos for work on the premises, Lessee is required to provide proof of auto liability for personally owned autos at the following state minimums limits:

- \$25,000 for injury or death of one person;
- \$50,000 for injury or death of two or more people; and
- \$10,000 for property damage.
- uninsured motorist coverage with a minimum limit of \$25,000 for one person and \$50,000 for two or more people for bodily injury coverage.

iii. Commercial general liability insurance, which insurance shall be written on a so-called "Occurrence Basis," covering legal liability against claims for bodily injury to, personal injury to, or death of any person, or more than one person, or for property damage, occurring on, in or about the Premises, or otherwise occurring as a result of any Lessee work on the Premises or the use and occupancy of the Premises with a limit in an amount not less than Two Million Dollars each occurrence (\$2,000,000.00 each occurrence). The liability insurance described in this Section shall include contractual liability coverage. Such limits can be satisfied through excess or umbrella liability policies.

The Lessee shall obtain its own risk property damage insurance for its own personal property, said policy shall contain a provision waiving all rights of actions of subrogation against the Landlord.

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Coverage afforded shall apply as primary, with the County, its Boards, Officers, Employees and Representatives as additional insureds. The Lessor shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Agreement. Upon execution of this Agreement, Lessee shall furnish Lessor with a certificate of insurance and, upon request, certified copies of the required insurance policies, which said certificate policy copies shall be filed with the Office of the County Clerk of Outagamie County. In the event any action, suit or other proceedings is brought against the Lessee upon any

matter herein indemnified against, the Lessee shall, within five (5) working days, give notice thereof to the Lessor and shall cooperate with their attorneys in the defense of the action, suit or other proceedings.

p. Indemnification and Hold Harmless:

Lessee agrees at all times during the term of this agreement to indemnify, hold harmless and defend the County, its Boards, Officers, Employees, and Representatives against any and all liability, including claims, demands, losses, damages, costs or expenses, including attorney fees, which the County, its Boards, Officers, Employees, and Representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage of whatsoever nature or kind arising out of or in connection with or occurring during the course of this agreement as a result of the Lessee's activities or the activities of the Lessee's assignees or agents, unless such liability arises out of the sole negligence of the County.

Lessee further agrees to indemnify, hold harmless and defend the County, its Boards, Officers, Employees, and Representatives against any and all claims, demands, losses, damages, costs or expenses, including attorney fees, which the County, its Boards, Officers, Employees, and Representatives may sustain, incur or be required to pay resulting from the spill, discharge, dispersal, seepage, migration, release or escape of any pollutants being utilized by the Lessee or in the custody or control of the Lessee. Lessee's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit, or other employee benefit or similar law or by any other insurance maintained by or required of Lessee. Nothing contained in this agreement is intended to be a waiver or estoppels of the County to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the Lessor nor its insurer shall be liable in indemnity and contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. Lessor shall be obligated to insure the Leased Premises for full replacement value.

4. Miscellaneous Provisions:

a. Priority Enrollment for Lessor's Employees:

- i. The Lessee agrees to provide priority enrollment to the Lessor's employees for child care services at the daycare center operated on the leased premises, subject to the following conditions:
- ii. Initial Enrollment Priority: Prior to the Occupancy Date, the Lessor's employees shall have the first opportunity to enroll their children before enrollment is opened to the general public. The Lessor shall establish a policy governing which employees' relations are eligible for priority enrollment and in what order, if applicable (e.g., employees' children, grandchildren, etc.). The Lessee shall provide

the Lessor with reasonable initial enrollment requirements, allowing Lessor's employees sufficient time to submit applications.

- iii. Ongoing Enrollment Priority: In the event of a waitlist, children of the Lessor's employees shall be given priority over new applicants from the general public, in accordance with the Lessor's priority enrollment policy. The Lessor's policy shall determine the order of priority among its employees and their relations. The Lessee shall adhere to this policy, provided all applicants meet the daycare center's standard eligibility requirements.
- iv. Reasonable Availability: While priority enrollment shall be extended, it is understood that all enrollments remain subject to the daycare center's capacity limitations, regulatory requirements, and operational considerations. The Lessee shall make good-faith efforts to accommodate the children of Lessor's employees whenever possible.
- v. Hours of Operation: The Lessee shall operate the daycare center from 6:30 AM to 5:45 PM, Monday through Friday, excluding scheduled holidays and closures as well as reasonable closures due to unforeseen circumstances. The Lessee may extend operating hours at its discretion; however, any reduction or modification to standard operating hours requires the prior written approval of the Lessor.
- vi. Preferred YMCA Membership Rate: Employees of the Lessor enrolling children in the daycare center shall be charged the YMCA membership rate for child care services rather than the general public rate, regardless of their individual YMCA membership status.
- vii. Reporting Requirements: The Lessee shall provide the Lessor with an annual de-identified report detailing the enrollment of the Lessor's employees at the daycare center, including the number of employees utilizing the service and their enrollment status. Additionally, the Lessee shall make de-identified enrollment reports available to the Lessor upon request.
- viii. Notification and Process: The Lessee shall establish a transparent and fair process for notifying Lessor's employees of available slots and processing priority applications in a timely manner.
- ix. Non-Discrimination Compliance: This priority enrollment provision shall be implemented in compliance with all applicable laws, regulations, and non-discrimination policies governing daycare operations.

b. Building Improvement and Operation Fund:

- i. The Lessor shall establish a Building Improvement and Operation Fund ("Fund") with an initial contribution of \$250,000 ("Initial Contribution"). The Fund shall be used exclusively for the following purposes:

1. **Operational Loss Coverage:** The Fund shall be used to reimburse the Lessee for operational losses incurred during any calendar year of the Lease Term, subject to the following conditions:
 - a. The Lessee must provide financial documentation acceptable to the Lessor substantiating the operational loss.
 - b. The Lessor shall reimburse the Lessee no later than April 30 of the calendar year following the realization of the operational loss, if the Lessee has submitted timely and acceptable documentation.
 - c. The total reimbursement in any given year shall be limited to the balance available in the Fund at the time of disbursement excluding the amount set aside for Capital Improvements and Repairs.
2. **Capital Improvements and Repairs:** The Fund may be used for capital improvements and building repairs including, but not limited to, roofing, HVAC, plumbing, and electrical systems as determined by the Lessor in its sole discretion. 50% of the Initial Contribution shall be set aside exclusively for this purpose.

ii. **Lessor's Responsibilities:**

1. The Lessor shall establish and maintain a separate account dedicated solely for the Fund.
2. The Lessor shall deposit the Initial Contribution into the Fund no later than the Occupancy Date.
3. The Lessor shall not be required to make additional contributions to the Fund beyond the Initial Contribution. However, the Lessor may, at its sole discretion, allocate additional funding to the Fund.

iii. **Lessee's Responsibilities:**

1. In any calendar year in which the Lessee generates an operational surplus (i.e., revenues exceed expenses) from the daycare facility, the Lessee shall apply such surplus to reimburse the Fund for any prior disbursement(s) received by the Lessee for operational losses. The Lessee's reimbursement obligation shall be limited to the cumulative amount previously disbursed to the Lessee.
2. Notwithstanding the foregoing, the Lessor and Lessee may mutually agree in writing to defer or modify the reimbursement requirement for any year if the surplus is

used to directly benefit the property or the operation of the daycare facility, including but not limited to investments in equipment, staffing, programming, or facility improvements.

3. Required reimbursement payments shall be remitted to the Outagamie County Treasurer no later than April 30 of the calendar year following the year in which the surplus was realized.
4. The Lessee may make additional voluntary contributions to the Fund beyond the required reimbursements.

iv. Fund Management and Accounting:

1. The Lessor shall manage the Fund in accordance with its standard budgeting and financial procedures. The Lessor shall make financial records relating to the Fund available for review by the Lessee upon reasonable written request.
2. The Lessor may invest the Fund balance in an interest-bearing account. Any interest earned shall remain in the Fund.
3. The Lessee shall provide the Lessor with annual financial statements documenting any operational surpluses or losses. Such statements shall be prepared in accordance with the Lessee's standard accounting practices for its child care facilities.

v. Disposition of Unused Funds: Any remaining balance in the Fund at the expiration or earlier termination of the Lease shall remain the property of the Lessor and shall not be remitted to the Lessee.

c. Destruction of Building: If the building shall be partially damaged by fire or otherwise, but not rendered unusable, the same shall be repaired by the Lessor with all proper speed at the expense of the Lessor, except that such expense shall be limited to the extent of any insurance payment(s) for such damage. In the event, however, that the building cannot be repaired or restored to the former condition within one hundred eighty (180) days of the date of damage, either Lessor or the Lessee may, at its option terminate this agreement. The Lessee agrees to cooperate in whatever manner is necessary to ensure the Lessor free access to the said building to make necessary repairs. In case of destruction of the building by fire or otherwise, which shall be such as to make it necessary to rebuild the same, this lease shall then and from thenceforth terminate.

d. Notices: All notices shall be sent by Certified Mail addressed to the Lessor or to the Lessee at the address hereinafter set out and such other addresses as either the Lessor or the Lessee shall hereafter designate in writing to the other. All notices shall be deemed to have been given when deposited in the U.S. Mail in a sealed envelope, properly addressed, with postage prepaid thereon. At the time of mailing of any notices, the Parties agree to simultaneously e-mail said notice to the other party.

Lessor's address is:

Outagamie County
Attn: Paul Farrell, Facilities Director
320 S Walnut St.
Appleton WI 54911

Lessor's email address is: Paul.Farrell@outagamie.org

Lessee's address is:

YMCA of the Fox Cities
Attn: Dani Englebert, Chief Operating Officer
218 E Lawrence St.
Appleton, Wisconsin 54911

Lessee's email address is: denglebert@ymcafoxcities.org

- e. Applicable Law and Venue: The lease shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. Any disputes between the Parties, if litigated, shall be litigated in Outagamie County Circuit Courts.
- f. Modifications: The Parties may agree to modify the terms of this Agreement at any time during the Lease Term. Any modifications must be in writing and signed by both Parties to be effective.
- g. Mediation: In the event of a dispute concerning any term or aspect of this Agreement, the Parties agree to first engage in good faith efforts to resolve the matter informally through direct discussions. If the dispute remains unresolved, the Parties shall mutually select a professional mediator to formally mediate the issue. Each Party shall be responsible for its own costs and expenses, including attorney's fees, and the Parties shall equally share the costs of the mediator. If formal mediation is unsuccessful and either Party initiates litigation, the Parties agree to pay their own costs and fees including but not limited to actual attorney's fees.
- h. Terms: In construing this lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- i. Joint and Several Liability: If there is more than one party Lessee, the covenants of the Lessee shall be the joint and several obligations of each such party and, if the Lessee is partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the partnership. The covenants, terms, conditions,

provisions and undertakings in this lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective Parties hereto as if they were in every case named and expresses and shall be construed as covenants running with the land and wherever reference is made to either of the Parties, hereto, it shall be held to include and apply also to heirs, personal representatives, successors and assigns of such party as if in each and every case so expressed.

- j. Headings not Part of the Lease: It is mutually agreed that the headings of the paragraphs in this lease are for convenience and reference only and they do not constitute a part of the lease itself.
- k. Effect of Duties and Obligations: Each Term and each provision of this lease performable by Lessee shall be construed to be both covenant and a condition.

Executed this ____ day of _____ 2025

Lessor:

Outagamie County,

Lessee:

YMCA of the Fox Cities,

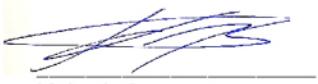
By: Thomas Nelson,
County Executive

By: Bret Salscheider,
President/CEO

By: Dan Gabrielson,
County Board Chair

By: Kelly Gerrits,
County Clerk

Approved as to form:



Kyle J. Sargent
Corporation Counsel

EXHIBIT 1: YMCA LEASED SPACE

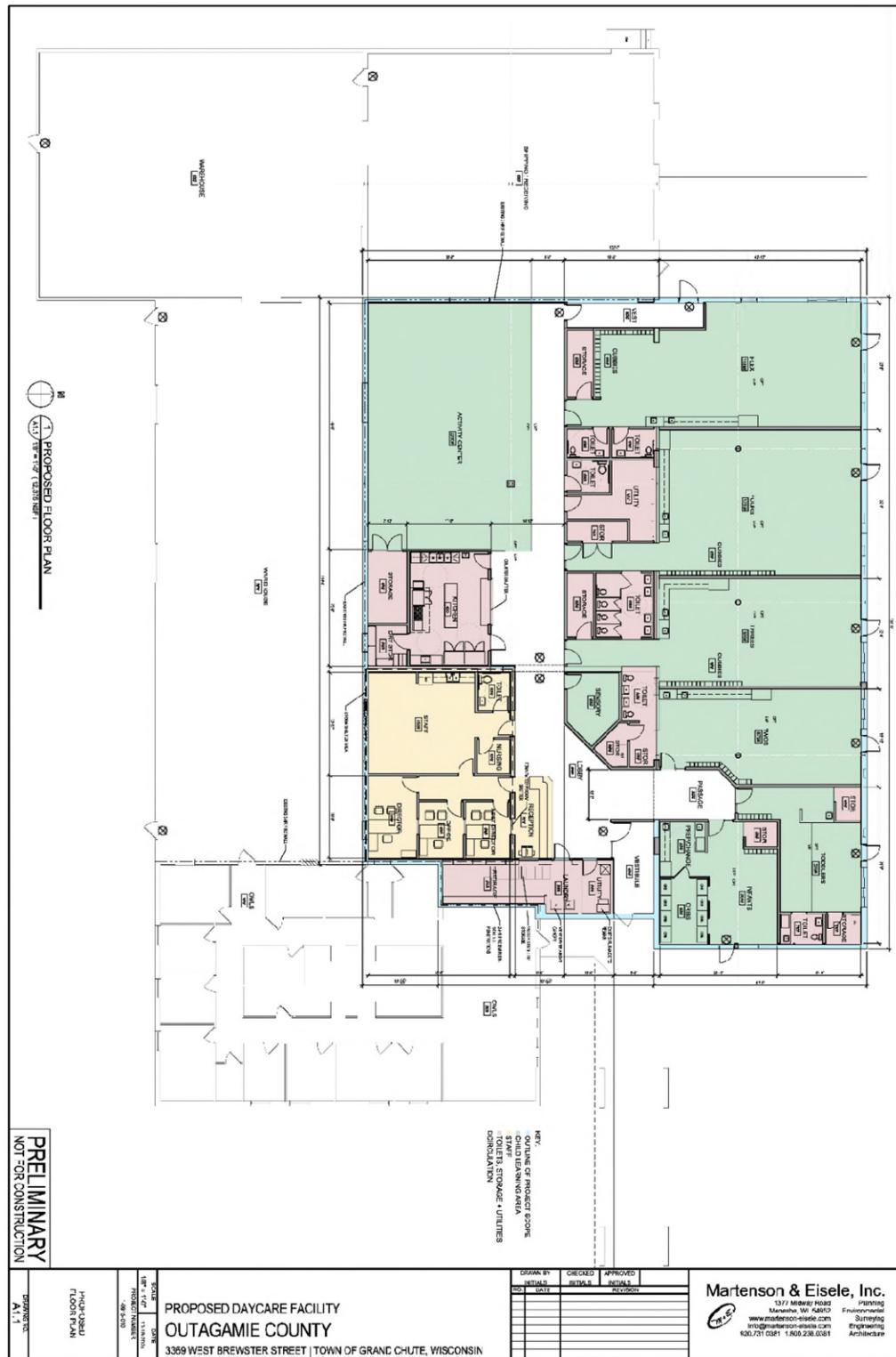


EXHIBIT 2: LESSOR IMPROVEMENTS

Project No. 1-0915-010

10/18/24

OUTAGAMIE COUNTY - Proposed Daycare Remodel
Brewster SiteOpinion of Probable Construction Costs

Description	Budget Cost
Division 1 - General Conditions / OH&P	\$330,600
Project Management / supervision	
Overhead and profit	
Insurance, bonds	
Construction permits and fees	
Dumpsters	
Construction equipment / material handling	
Project cleaning	
Division 2 - Existing Conditions	\$128,000
Selective building demolition	
Division 3 - Concrete	\$35,000
Precast structural plank	
Precast concrete topping	
New Concrete Stoops	
Concrete Patching	
Division 4 - Masonry	\$23,500
New CMU walls	
CMU infill	
Exterior wall infill	
Division 5 - Metals	\$12,000
Steel lintels and misc steel	
Division 6 - Wood and Plastics	\$89,200
Cabinets and countertops	
Blocking and misc carpentry	
Division 7 - Thermal and Moisture Protection	\$12,700
Flashing and sheet metal	
Firestopping	
Sealants	
Division 8 - Openings	\$117,800
HM frames	
FEMA HM doors and frames	
Prefinished wood interior doors	
Aluminum main entry doors, frames and accessible controls	
Aluminum doors and frames	
Aluminum windows	

Project No. 1-0915-010
 OUTAGAMIE COUNTY - Proposed Daycare Remodel
 Brewster Site

10/18/24

Opinion of Probable Construction Costs

<u>Description</u>	<u>Budget Cost</u>
Kitchen counter shutter FEMA Shutter Door hardware Glazing	
Division 9 - Finishes	\$310,600
Metal Stud, Gypsum board and veneer plaster Ceramic tile flooring and base Suspended acoustical panel ceiling system LVT / Vinyl plank flooring Vinyl wallbase Carpet tile Exterior painting Interior painting	
Division 10 - Specialties	\$10,000
Toilet room accessories (grab bars / mirror) Toilet room partitions Interior signage	
Division 22 - Plumbing	\$258,000
Kohler / Sloan plumbing fixtures Single bowl Elkay lavatories and sinks Water heater(s) Waste pipe trenching Piping and Insulation Kitchen hand sink Kitchen 3-compartment sink Kitchen grease trap	
Division 23 - Heating, Ventilating and Air-Conditioning	\$105,000
Restroom exhaust fans Grilles, diffusers and registers Connections to existing HVAC systems Ductwork - insulated as required Commercial Kitchen Hood	
Division 26 - Electrical	\$143,000
Duplex receptacles and switches including GFI Cat-5 data cabling and outlets - final hookups by owner vendor Occupancy sensors for lighting where required 24x24 LED lay-in lights in suspended acoustical ceiling (dimmable) LED 'wafer' recessed lights (dimmable)	

Project No. 1-0915-010
 OUTAGAMIE COUNTY - Proposed Daycare Remodel
 Brewster Site

10/18/24

Opinion of Probable Construction Costs

Description	Budget Cost
LED exit signs Wiring of mechanical and plumbing equipment	
Division 27 - Communications Update communications / fiber	\$9,400
Division 28 - Security Systems New fire alarm panel and system	\$17,000
Division 31 - Earthwork Minor grading for walks and playground	\$5,000
Division 32 - Site Improvements Demo existing asphalt and stoops Concrete sidewalks Playground matting Fencing	\$46,200
Construction Subtotal	\$1,653,000
Contingency (Design and Construction) 15%	\$165,300
A/E Design Fee 9%	\$148,770
Permits / Fees	\$10,000
Asbestos Abatement	TBD
Total Opinion of Probable Construction Costs	\$1,967,070
Building Construction Area	12,375 NSF
Playground Equipment, Kitchen Equipment, Classroom and Office Furnishings and Equipment Not Included	

EXHIBIT 3: MAINTENANCE TERMS

Repairs and Maintenance:

Lessor (owner) shall be responsible for all maintenance, inspections, and costs associated with the following:

1. Building structure including the foundation, exterior windows and doors and all other exterior surfaces including exterior walls, roof soffit, gutters and downspouts. Lessor shall also be responsible for any interior building damage caused by deficiencies in the exterior building envelope including water damage from roof, window or wall leaks.
2. Underground utilities including water, sewer, natural gas and electrical service.
3. All parking lot maintenance and repairs including snow and ice removal. Snow is cleared from parking stalls the night after a snow event (defined for purposes hereof as the accumulation of one inch or more of snow on paved surfaces) and shall cleared by 6:30 am the morning following a snow event. In the event of ongoing snow or ice after 5:00 am or throughout the business day, snow will be removed before the next business day.
4. All parking lot lighting
5. Grounds maintenance including lawn mowing, tree trimming, general landscaping and the repair of sidewalks that have a $\frac{3}{4}$ " or greater height difference where panels adjoin.
6. Install new flooring at the end of the industry standard or rated life of the selected flooring.
7. Replace the furnaces and A/C units with new equivalent units at the end of the rated life of the units or sooner if repair costs dictate. If repair costs in a one-year period exceed the depreciated cost of the unit, the Lessor shall replace the unit.
8. Assure all existing building systems are in good working order and code compliant prior to the start of the initial lease term.
9. Maintain exterior lights associated with leased space.

Lessee (Tenant) shall be responsible for all maintenance and costs associated with the following:

1. All utility costs associated with the lease space. Fiber or additional phone lines to the building.
2. All cleaning services for the leased space including interior and exterior of windows, floor care, vents, and all general cleaning.
3. All trash and recycling services associated with lease space and business operations.
4. Snow and ice removal from all associated sidewalk and aprons between the parking lot and leased space. Multiple tenants may negotiate a shared responsibility for sidewalk maintenance provided there is a tenant in the adjacent building space.
5. Operational costs including fees of or maintenance of systems or equipment including security monitoring, phone, and internet charges or other similar charges.
6. All furniture, furnishings or other tenant supplied items and systems.
7. Indoor maintenance and repairs including the following items within the leased space:
 - a. Repairs to all surfaces including flooring, walls and ceiling for damage caused by lack of maintenance or damage and wear and tear from operational activities that would shorten the rated life of the surfaces. Lessee shall follow manufactures recommendations for cleaning surfaces and waxing if applicable in order to minimize damage from ground in dirt or heavy cart traffic.
 - b. Maintain and repair all interior plumbing fixtures and systems located within the leased premises, up to the point where such systems enter walls, floors, or ceilings. This shall include responsibilities to comply with all town codes, the cost of any town required inspections, and corrections of any violations for any modifications or lack of maintenance during the lease term. The Lessee shall not be responsible for any plumbing systems or components located behind walls, beneath floors, or above ceilings, except in cases where damage to such systems is directly caused by the Lessee's actions, negligence, or misuse. The Lessor remains responsible for any violations or repairs related to plumbing conditions existing prior to the commencement of the initial lease term.
 - c. Maintain and repair the HVAC system including routine maintenance and inspections, filter changes and any parts or

service needed to make repairs and to keep the equipment in good operating condition.

- d. Test and maintain fire extinguishers, exit lights and emergency lights. Follow all recordkeeping, inspection, and maintenance requirements as set forth by the local jurisdiction.
- e. Maintain and repair all interior door and cabinet hardware including any keying systems installed on interior or exterior doors.
- f. Maintain and repair all interior lights associated with leased space.
- g. Maintain and repair electrical and data systems within the leased space.
- h. Repairs to furnishing, window treatments, and other ancillary interior items.
- i. All tenant provided equipment and furnishings.

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:** Outagamie County Employee Child Care Center Lease

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)

VPI ended their lease with Outagamie County for the building located at 3375 W Brewster St in March 2025. Outagamie County has explored opening an employee child care center to benefit the county's workforce. To that end, Outagamie County has negotiated a lease with the YMCA of the Fox Cities to open and operate a child care center at this location. The project would repurpose ~12,000ft² of building space into a child care center serving approximately 100 children. The lease is for a term of 10 years. Outagamie County would fund the renovation and the YMCA would pay for furnishings, fixtures, equipment and all operational expenses of the 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 () partially (x)

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 () no (x)
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
Future Budgets			

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 TBD – capital repairs
Annual Revenue \$1

Fiscal Note Prepared by: Kevin Englebert – DLS Director

For Financial Services purposes only	
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 Expenditures Account Number</u> <u>Amount</u>
Date: 6/30/2025	
Comments:	

RESOLUTION NO.: 53—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The County Parks Department is requesting a budget transfer to address unanticipated costs
2 associated with the Capital Outlay project for roof repairs at the Mosquito Hill Nature Center
3 building, which was approved in the 2025 budget.

4 During the winter months, heavy snow load and underlying rot caused sections of the building's
5 gutters and fascia to detach. Upon initiating the planned repairs, staff discovered extensive
6 hidden water damage that was not included in the original project scope. Addressing this
7 damage was necessary to ensure the long-term structural integrity of the building and required
8 additional expenditure beyond the initial Capital Outlay allocation.

9 This request is to transfer monies from the Purchased Services line item to the Capital Outlay
10 line item to cover the cost of the repair. This transfer is made possible by savings realized on a
11 separate project that came in under budget, allowing the Parks Department to cover the
12 unanticipated costs without requiring additional funds.

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

14 Development Committee recommend adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of transferring
16 \$42,000 from the Mosquito Hill Purchased Services line item to the Mosquito Hill Capital Outlay line item,
17 as noted on the attached fiscal note which by reference is made a part hereof, said monies to be used for
18 unanticipated roof repairs on the Mosquito Hill Nature Center Building, and

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

21 Dated this ____ day of July 2025

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Respectfully submitted,

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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

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 pay for roof repairs on the nature center building

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)

Roof repairs were budgeted for in this year's capital outlay. When completing the repairs, extensive water damage was found and needed to be addressed. This added cost to the project outside of what was scoped. Outagamie County Parks Department is requesting a transfer from purchased services to capital outlay to cover the cost of the repair. The overage can be covered by savings that occurred this spring on another project that was budgeted for in purchased services line item.

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 (X) no () 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.)

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	Purchased Services	1006900.5500	(42000)
Purchased Services			
Mosquito Hill Capital Outlay	Capital Outlay	1006900.6000	42000

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

For Financial Services purposes only	
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: 7/2/2025	
Comments:	

RESOLUTION NO.: 54—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The County Board of Supervisors previously authorized the County to enter into an
2 engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and
3 Simmons Hanly Conroy LLP (the “Law Firms”) to pursue litigation against certain
4 manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid
5 Defendants”) in an effort to hold the Opioid Defendants financially responsible for
6 the County’s vast expenditure of money and resources to combat the opioid epidemic.
7 On behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants.
8

9 The Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and
10 all Wisconsin cases were coordinated with thousands of other lawsuits filed against
11 the same or substantially similar parties as the Opioid Defendants in the Northern
12 District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”).
13 Four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and
14 Walworth) hired separate counsel and joined the Litigation.
15

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

21 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to
22 the settlement of all or part of the Litigation.
23

24 Pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is
25 required to approve settlement agreement between the County and Opioid
26 Defendants.
27

28 Pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of
29 the Litigation are distributed 70% to local governments in Wisconsin that are parties
30 to the Litigation and 30% to the State.
31

32 Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the
33 Opioid Defendants filed after June 1, 2021.
34

35 Several of the Opioid Defendants previously agreed to settlement terms with the
36 Plaintiffs’ Executive Committee (“PEC”), which is comprised of attorneys
37 representative of all litigating local governments around the country, subject to
38 individual approval of the litigating local governments including Outagamie County.
39

1 Representatives of the Law Firms serve on the PEC and, therefore, are intimately
2 familiar with the terms of the previous settlements and will be familiar with the terms
3 of any settlement with any other Opioid Defendant recommended for approval by the
4 PEC.

5 It is anticipated that several additional settlements will be proposed by various Opioid
6 Defendants and recommended for approval by the PEC.

9 Outagamie County's process for approving settlement with an Opioid Defendant is
10 typically a process requiring weeks for committee review and approval as well as
11 approval by the full Outagamie County Board.

13 Given concerns surrounding timing for participation in future settlements combined
14 with the number of anticipated settlements, it would be prudent to provide an
15 opportunity for Outagamie County to create a process whereby the authority to enter
16 into settlement agreements is delegated to a responsible County officer or officers
17 provided that any such settlement agreement is recommended by the PEC and the
18 Law Firms.

20 The intent of this Resolution is to delegate to the specified County officer or officers
21 the authority to enter into settlement agreements with any Opioid Defendant from the
22 date of this Resolution forward provided (a) the settlement is recommended for
23 approval by the PEC and the Law Firms; and (b) the Outagamie County share of
24 proceeds from any such settlement is consistent with the shares established in Exhibit
25 A to Addendum Two, a copy of which is attached to this Resolution and which is
26 consistent with the allocations established in previous settlements with Opioid
27 Defendants.

28 NOW THEREFORE, the undersigned members of the Finance Committee recommend

30 adoption of the following resolution.

31 BE IT RESOLVED, that the Outagamie County Board of Supervisors hereby delegates
32 authority to the County Board Chairperson to enter into a settlement agreement, including without
33 limitation the execution of any and all ancillary documents and agreements necessary to effectuate
34 a settlement, with any Opioid Defendant provided (a) the PEC and the Law Firms shall have
35 recommended the settlement; and (b) the Outagamie County share of proceeds from any such
36 settlement is consistent with the shares established in Exhibit A to Addendum Two, a copy of
37 which is attached to this Resolution and made a part hereof and which is consistent with the
38 allocations established in previous settlements with Opioid Defendants, and

1 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
2 approve that prior to executing any settlement agreement, or any document related thereto, the
3 County Board Chairperson shall provide notice to the County Corporation Counsel of the proposed
4 settlement and the terms related thereto, and

5 BE IT STILL FURTHER RESOLVED, that the County Board Chairperson is authorized
6 and directed to take any and all such other and further action necessary to effectuate the intent of
7 this Resolution, and

8 BE IT STILL FURTHER RESOLVED, that all proceeds from any settlement agreement
9 not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid
10 Abatement Account. The Opioid Abatement Account shall be administered consistent with the
11 terms of this Resolution, Wis. Stat. § 165.12(4), and the applicable settlement agreement, and

12 BE IT STILL FURTHER RESOLVED, that the County hereby authorizes the
13 establishment of an account separate and distinct from any account containing funds allocated or
14 allocable to the County which shall be referred to by the County as the "Attorney Fees Account."
15 An escrow agent shall deposit a sum equal to or up to, but in no event exceeding, an amount equal
16 to 20% of the County's proceeds from a settlement agreement into the Attorney Fees Account
17 unless such other amount is established by the applicable settlement agreement. If the payments
18 to the County are not enough to fully fund the Attorney Fees Account as provided herein because
19 such payments are made over time, the Attorney Fees Account shall be funded by placing up to,
20 but in no event exceeding, an amount equal to 20% of the proceeds from a settlement agreement
21 attributable to Local Governments (as that term is defined in the Memeorandum of Understanding)
22 into the Attorney Fees Account for each payment.

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1 Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements
2 owed to the Law Firms pursuant to the engagement agreement between the County and the Law
3 Firms provided, however, the Law Firms shall receive no more than that to which they are entitled
4 under their fee contract when considering the amounts paid the Law Firms from any fee fund
5 established in a settlement agreement and allocable to the County. The Law Firms may make
6 application for payment from the Attorney Fees Account at any time and the County shall
7 cooperate with the Law Firms in executing any documents necessary for the escrow agent to make
8 payments out of the Attorney Fees Account, and

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

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

16 Dated this ____ day of July 2025

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 Chris Croatt

Respectfully Submitted,

FINANCE COMMITTEE

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 Chris Croatt

John Cuff

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20 _____
21 Rick Lautenschlager

24 Duly and officially adopted by the County Board on: _____

27 Signed: _____
28 Board Chairperson

County Clerk

31 Approved: _____

Vetoed: _____

34 Signed: _____
35 County Executive

EXHIBIT A

Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The monetary value associated with the percentages below will be calculated consistent with the Settlement Agreements.**

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage
County	Adams County	0.327%
County	Ashland County	0.225%
County	Barron County	0.478%
County	Bayfield County	0.124%
County	Brown County	2.900%
County	Buffalo County	0.126%
County	Burnett County	0.224%
County	Calumet County	0.386%
County	Chippewa County	0.696%
County	Clark County	0.261%
County	Columbia County	1.076%
County	Crawford County	0.195%
County	Dane County	8.248%
County	Dodge County	1.302%
County	Door County	0.282%
County	Douglas County	0.554%
City	Superior	0.089%
County	Dunn County	0.442%
County	Eau Claire County	1.177%
County	Florence County	0.053%
County	Fond Du Lac County	1.196%
County	Forest County	0.127%
County	Grant County	0.498%
County	Green County	0.466%
County	Green Lake County	0.280%
County	Iowa County	0.279%

County	Iron County	0.061%
County	Jackson County	0.236%
County	Jefferson County	1.051%
County	Juneau County	0.438%
County	Kenosha County	3.712%
City	Kenosha	0.484%
City	Pleasant Prairie	0.059%
County	Kewaunee County	0.156%
County	La Crosse County	1.649%
County	Lafayette County	0.134%
County	Langlade County	0.312%
County	Lincoln County	0.350%
County	Manitowoc County	1.403%
County	Marathon County	1.259%
County	Marinette County	0.503%
City	Marinette	0.032%
County	Marquette County	0.246%
County	Menominee County	0.080%
County	Milwaukee County	25.220%
City	Cudahy	0.087%
City	Franklin	0.155%
City	Greenfield	0.163%
City	Milwaukee	7.815%
City	Oak Creek	0.166%
City	South Milwaukee	0.096%
City	Wauwatosa	0.309%
City	West Allis	0.378%
County	Monroe County	0.655%
County	Oconto County	0.336%
County	Oneida County	0.526%
County	Outagamie County	1.836%
County	Ozaukee County	1.036%
County	Pepin County	0.055%
County	Pierce County	0.387%
County	Portage County	0.729%
County	Price County	0.149%
County	Racine County	3.208%
City	Mount Pleasant	0.117%
City	Sturtevant	0.018%

City	Union Grove	0.007%
City	Yorkville Town	0.002%
County	Richland County	0.218%
County	Rock County	2.947%
County	Rusk County	0.159%
County	Sauk County	1.226%
County	Sawyer County	0.258%
County	Shawano County	0.418%
County	Sheboygan County	1.410%
County	St Croix County	0.829%
County	Taylor County	0.159%
County	Trempealeau County	0.320%
County	Vernon County	0.322%
County	Vilas County	0.468%
County	Walworth County	1.573%
County	Washburn County	0.185%
County	Washington County	1.991%
County	Waukesha County	6.035%
County	Waupaca County	0.606%
County	Waushara County	0.231%
County	Winnebago County	2.176%
County	Wood County	0.842%

RESOLUTION NO.: 55—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Comprehensive Outdoor Recreation Plan (CORP) serves as a critical required document
2 for the County's Park System. It shapes the decision-making of the parks system while serving
3 as a prerequisite for eligibility for state and federal grant programs. The CORP is required to
4 be updated every five years and the current plan will expire in 2026. The County has
5 collaborated with the Development and Land Services Department (DLS), which has the
6 internal capacity and expertise to develop the updated plan in-house. This collaboration is
7 designed to maximize the plan's value for both the Parks Department and the community.
8

9 In order to achieve the necessary public outreach and conduct surveys, as well as gather data,
10 work needs to begin in 2025. Funds will be used to purchase postcards, survey materials, and
11 data as well as any other materials necessary to develop the final product for 2026.
12

13 This resolution approves transferring \$60,000 for the CORP project.
14

15 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic
16 Development Committee recommend adoption of the following resolution.
17

18 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve transferring
19 \$60,000 from the Phase 3 Park Facility Lot Yard Capital Outlay line item to the CORP Capital Outlay line
20 item, as noted on the attached fiscal note which by reference is made a part hereof, said monies to be used
21 to support public outreach efforts for the Comprehensive Outdoor Recreation Plan (CORP), and

22 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
23 this resolution to the Outagamie County Parks Director and the Outagamie County Finance Director.
24

25 Dated this ____ day of July 2025
26

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12 Dean Culbertson

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17 Ronald Klemp

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22 Jayson Winterfeldt

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25 Duly and officially adopted by the County Board on: _____

26

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Lee W. Hammen

Yvonne Monfils

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
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: Parks Department is requesting approval to adjust their budget to fund the Comprehensive Outdoor Recreation Plan in 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)

The Comprehensive Outdoor Recreation Planned (CORP) is a required document that shapes the decision-making of the parks system and is also required by state and federal grant programs. The CORP needs to be rewritten every 5 years and ours expires in 2026. We have partnered with DLS who has the capacity to develop this plan in house to maximize its value to both the Parks Department and the community. In order to achieve the necessary public outreach and conduct surveys as well as gather data, work needs to begin in 2025. Funds will be used to purchase postcards, survey materials, and data as well as any other materials necessary to develop the final product for 2026.

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

Revenues

X 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 () no (X)

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

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 budget changes are as follows:

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
Phase 3 Park Facility	Capital Outlay	4681900.6000	(60,000)
Lot Yard			
CORP	Capital Outlay	4683200.6000	60,000

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

Fiscal Note Prepared by: Justin Schumacher

For Financial Services purposes only		
Reviewed By:	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:	
<i>Michelle Uitenbroek</i>	<u>Detail Expenditure Account Number</u>	<u>Amount</u>
Date: 7/9/2025		
Comments:		

RESOLUTION NO.: 56—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The County Board previously authorized Outagamie County (the County) to enter
2 into an engagement agreement with Von Briesen, S.C., Crueger Dickinson LLC,
3 and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against
4 certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the
5 “Opioid Defendants”) in an effort to hold the Opioid Defendants financially
6 responsible for the County’s expenditure of vast money and resources to combat
7 the opioid epidemic. On behalf of the County, the Law Firms filed a lawsuit against
8 the Opioid Defendants.

9
10 The County has received notice of another opioid settlement with opioid
11 manufacturer defendant Sandoz, Inc., who has entered into an agreement-in-
12 principle with Litigating Subdivisions and Litigating Tribes to establish a
13 \$99,500,000 settlement fund to resolve pending opioid-related litigation.

14
15 This resolution approves the Sandoz Settlement Agreement, which will avoid
16 further expense and proceedings and will settle disputes under the terms and
17 conditions of the Agreement. One-time payments should be issued in 2026 and use
18 of the funds are to be used solely for opioid remediation and abatement.

19
20 NOW THEREFORE, the undersigned members of the Health and Human Services

21 Committee recommend adoption of the following resolution.

22 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby approve
23 the execution of the attached Sandoz Settlement Agreement, which by reference is made a part
24 hereof, and authorizes the Board Chair or designee to execute same, and

25 BE IT FURTHER RESOLVED, all proceeds from the Settlement Agreement not otherwise
26 directed to the Attorney Fees Account shall be deposited in the County’s Opioid Abatement
27 Account, which shall be administered consistent with the terms of this Resolution, Wis. Stat.
28 §165.12(4), and the Settlement Agreement, and

29

1 BE IT STILL FURTHER RESOLVED, that all actions heretofore taken by the Board of
2 Supervisors and other appropriate public officers and agents of the County with respect to the
3 matters contemplated under this Resolution are hereby ratified, confirmed and approved, 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 Health and Human Services Director and the
6 Outagamie County Finance Director, the Outagamie County Corporation Counsel, and the
7 Outagamie County Executive.

8 Dated this ____ day of July 2025

Respectfully Submitted,

HEALTH AND HUMAN SERVICES COMMITTEE

Jeff McCabe

Justin Krueger

Dustin Koury

Cathy Thompson

Jerome Zabronsky

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved:

Vetoed:

Signed: _____
County Executive

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 (“*Agreement*”) sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

Table of Contents

I.	Definitions.....	2
II.	Release	8
III.	Monetary Relief and Payments.....	12
IV.	Allocation and Use of Settlement Funds	12
V.	Participation by Subdivisions and Tribes	15
VI.	Defendants to be Released Upon Meeting Threshold Requirements	16
VII.	Plaintiffs’ Attorneys’ Fees and Costs	17
VIII.	Dispute Resolution.....	17
IX.	Miscellaneous	17

Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. *“Agreement”* means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.
2. *“Alleged Harms”* means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.
3. *“Claim”* means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. *“Claim-Over”* means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
5. *“Covered Conduct”* means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.
6. *“Effective Date”* means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the Subdivision Participation Forms and Tribe Participation Forms, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. *“Eligible Entities”* has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.
8. *“Litigating Subdivision”* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
9. *“Litigating Tribe”* means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
10. *“MDL”* means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.
11. *“MDL Court”* means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.
12. *“Non-Participating Subdivision”* means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.
13. *“Non-Participating Tribe”* means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.
14. *“Non-Party Covered Conduct Claim”* means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
15. *“Non-Party Settlement”* means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. “*Non-Released Entity*” means an entity that is not a Released Entity.
17. “*Ongoing Common Benefit Order (Dkt. #4428)*” means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.
20. “*Participating Tribe*” means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.
21. “*Participating Subdivision Designees*” means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (see Section IX.J. below for their contact information).
22. “*Participating Tribe Designees*” means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (see Section IX.J. below for their contact information).
23. “*Parties*” means Sandoz, Participating Subdivisions, and Participating Tribes (each, a “*Party*”).
24. “*Post-Settlement Claim*” means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.
25. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. *“Released Claims”* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.
27. *“Released Entities”* has the meaning set forth in Section VI.A.
28. *“Releasors”* means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, (a) the Participating Subdivision’s and Participating Tribe’s departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. “*Sandoz*” means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of “*Sandoz*” shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.
30. “*Sandoz Settlement Fund*” or “*Settlement Fund*” means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.
31. “*Settlement Referee*” means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision’s and Tribe’s final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.
32. “*State*” means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.
33. “*Subdivision*,” “*Subdivisions*,” “*Tribe*” or “*Tribes*” includes the Eligible Entities set forth on **Exhibit A** of this Agreement. “*Subdivision*” further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, “*Subdivision*” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. “Tribe” further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

34. *“Subdivision and Tribe Allocation Distribution Percentage”* means a Subdivision’s or Tribe’s percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.
35. *“Subdivision Participation Form”* and *“Tribe Participation Form”* mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.
36. *“Total Remediation Amount”* has the meaning set forth in Section IV.A.

II. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors’ Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement.*
 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
- d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;
- e. Releasors covenant not to sue Released Entities for Covered Conduct;
- f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and
- g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.
5. *Preservation of All Rights and Defenses Arising from Payments.* This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty of Authority.* The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.
- F. *Representation and Warranty of No Other Case(s).* The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.
- H. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- I. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

- A. *Structure of Payments.*

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.
2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars (\$99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.
3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.
4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

- A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").
- B. *Allocation, Administration and Use of Settlement Payments.*
 1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

- a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.
- b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.
- c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.

2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.
3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.
4. Litigating Subdivisions and Litigating Tribes. Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.
2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;
 - c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

- d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;
- e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;
- f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and
- g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).

2. Tax Reporting and Cooperation

- a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

- A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C and D** hereto, and in accordance with the time limitations and terms of this Agreement.
- B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.
- C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("Eligible Entities"):
 1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.
 2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.
 3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

- A. The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("Sandoz" as defined in Section 1.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

- A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.
- B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

- A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

- A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.
- B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.
- C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

- D. *Cooperation.* Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- E. *Entire Agreement.* This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- F. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.
- G. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- H. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- I. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

J. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- K. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- L. *Preservation of Privilege.* Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- M. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.

- N. *Modification, Amendment, Alteration.* After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.
- O. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.
- P. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C**Subdivision Participation Form**

Eligible Subdivision Name:
Case No.:
Authorized Signatory Name:
Authorized Signatory Title:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to _____ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

EXHIBIT D**Tribe Participation Form**

Eligible Tribe Name:
Case No.:
Authorized Signatory Name:
Authorized Signatory Title:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Eligible Tribe identified above (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribe's decision to enter into the Sandoz Settlement or the Participating Tribe's decision to participate in the Sandoz Settlement.
11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to _____ in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature:

Name:

Title:

Date:

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

EXHIBIT C**Subdivision Participation Form**

Eligible Subdivision Name:
Case No.:
Authorized Signatory Name:
Authorized Signatory Title:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

This document was electronically signed by:

Date	
IP Address	

BG
BROWNGREER.COM

RESOLUTION NO.: 57—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Health and Human Services Department Mental Health
2 Division is requesting approval to reclassify one (1) full-time Division
3 Manager/Mental Health position.

4
5 The long-serving Mental Health Division Manager has announced plans to retire in
6 August. Historically, the position of Manager was tailored to require licensure as
7 a psychologist to align with the qualifications of the individual in the position. A
8 review of comparable counties, both in size and proximity, revealed that such a
9 requirement is not standard for managers of county mental health and substance use
10 disorder programs.

11
12 The job description has been updated to align with relevant licensing requirements
13 under the appropriate statutes for the position. The updates include removal of the
14 “Clinical Director” designation from the position title and eliminating the
15 requirement for licensure as a clinical psychologist. As a result, the position’s
16 classification was adjusted to be consistent with the other division manager roles
17 within the department. Further evaluation of existing psychologist positions is
18 underway to cover clinical director responsibilities as well as evaluation of the
19 current contract psychiatrists.

20
21 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human

22 Resources Committee recommend adoption of the following resolution.

23 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve an in-
24 year Table of Organization request by reclassifying one (1) full-time Division Manager/Mental
25 Health position effective August 11, 2025 for the Health and Human Services Department, with
26 no fiscal impact, as noted on the attached Position Classification/Grade Change Form – 2025 In
27 Year and Job Description which by reference are made a part hereof, and

28 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
29 copy of this resolution to the Outagamie County Human Resources Director, the Outagamie
30 County Health and Human Services Director, and the Outagamie County Finance Director.

31 Dated this ____ day of July 2025

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Cathy Spears

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Ryan Ferguson

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Sarah Weinberg

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Duly and officially adopted by the County Board on: _____

27

28

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Signed:

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Approved:

Vetoed: _____

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Signed:

County Executive

Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Sara MacDonald

John Kostelny

POSITION CLASSIFICATION/GRADE CHANGE FORM - 2025 IN YEAR	
Completion Checklist	
<ul style="list-style-type: none"> o A visual of your proposed Table of Organization o Job description for the position requested below, highlighting any changes from current JD 	
Request Details	
Effective Date of Requested Change:	8/11/2025
Department:	HHS
Department Head:	Beth Roberts
Cost Center Number:	2066090
Position Title:	Division Manager/Mental Health
Current Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Salaried
Proposed Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Salaried
Current Pay Grade of Position:	185
Proposed Pay Grade of Position:	175
New Step(s) in New Grade:	5
Number of Employees: <i>(if more than 1, complete the "Multiples" worksheet)</i>	1
Reclass Justification	
<p>Briefly summarize why this Classification Change is needed, as well as areas of revenue and savings.</p> <p>A long serving Manager plans to retire in August and the position of Manager had been adapted to require licensure as a psychologist for the individual who had been in the position. A review of surrounding counties and counties of similar size indicates that this is not the standard practice for managers of county mental health/substance use disorder programs. Updates to the job description were completed to ensure compliance with licensing requirements under the appropriate statutes for the position. The updates included removal of the clinical director from the position title and the requirement to be licensed as a clinical psychologist which decreased the classification of this position to be in line with the other division managers in the department. Additional evaluation of existing psychologist position is being completed to cover clinical director responsibilities as well as evaluation of our current contract psychiatrists.</p>	
Employee Impacted By This Change (if no one in position - leave blank)	
<p>Will be vacant due to retirement on 8/8/2025. Current employee is at grade 185, step 10 (\$67.66, \$140,732.80). It is anticipated that the maximum starting wage for a replacement manager would be a grade 175, step 5 (\$49.58, \$103,126.40).</p>	
Fiscal Data	
<p>How will this position change be funded (choose from drop-down list)?</p>	
NET PROJECTED 2025 EXPENDITURES - Amounts must agree to amounts included in the proposed budget.	
Salary	
Fringe Benefits	
Other (Describe):	\$ -
Other (Describe):	\$ -
TOTAL EXPENDITURES	\$ -
COST SAVINGS OR INCREASED REVENUES:	
<p>Please list below the additional revenues pertaining to this position and/or cost savings (reductions in expenditures) that will be shown in the budget.</p>	
<i>Description</i>	<i>Dollar Value (enter as negative)</i>
	\$ -
	\$ -
	\$ -
TOTAL COST SAVINGS/REVENUES	\$ -
NET COUNTY COST (Levy/Fund Balance)	\$ -

<i>TO BE COMPLETED BY HUMAN RESOURCES:</i>	
Reviewed by HR	
County Executive Decision (Approved/Denied)	

Outagamie County
Division Manager - Mental Health/Substance Use (DHHS)
MH/SU)

Job Description	6600-6	Established Date	11/01/2010
Code			
Last Revised Date		Effective	
Salary Range		Bargaining Unit	N/A
Annually			
EEO	Other	Occupational Group	120
FLSA	Exempt	Benefit Code	General
Physical Class	N/A		

Position Purpose

Reporting to the Deputy Director of Health & Human Services, the Division Manager - Mental Health/Substance Use, manages the services and provides oversight for all division staff. Performs related duties including hiring, training, and evaluating division staff and programs, developing program policies, procedures, and budgets, monitoring program activities, expenditures, and services, and negotiating and coordinating contracted services with provider agencies.

Key Responsibilities

The following duties are most critical for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Ensures that the mental health and substance use portions of the budget are developed to meet identified needs and administer the programs within the approved budget guidelines. Negotiates, supervises, and manages purchase of service contracts. Monitors compliance with all financial reporting requirements and assists in balancing revenue and expenditures throughout the year
- Organizes, distributes, and delegates work to subordinates fairly and impartially. Provides clear and appropriate direction to employees. Provides training and coaching to subordinates. Ensures that staff has the resources and flexibility to perform, improve, and learn in their jobs. Keeps open communication with subordinates, listens to them, and provides professional guidance. Positively motivates, mentors, and leads employees. Provides appropriate and timely performance evaluations for all subordinates.
- Ensures Health Insurance Portability and Accountability Act (HIPAA) compliance and manages certified Electronic Healthcare Record systems.
- Resolves complaints and grievances timely in accordance with state statutes and department policy and procedures

- Assists in recruitment, hiring, and training of division staff. Assists other division supervisory staff in personnel, disciplinary matters and grievances
- Oversees clinical service provision
- Completes program administration and recertification of behavioral health and substance use programs including: Prevention Services under DHS 75.14, Emergency Mental Health Services under DHS 34, Outpatient Integrated Behavioral Health Treatment Services under DHS 75.50, Comprehensive Community Services under DHS 36, Assessment of Drivers with Alcohol or Controlled Substance Problems under DHS 62 and Intervention Services and Intoxicated Driver Services under 75.15, Community Support Program under DHS 63.
- Ensures division policy and procedures are developed, implemented, and updated on a regular basis.
- Maintains communication and working relationships with community agencies and other counties.
- Assists with the Emergency Support Function (ESF) 6 implementation of programs and services to aid victims of an emergency or disaster. Assists with victim related recovery efforts such as crisis counseling and identifying support for persons with functional needs in affected areas.
- Is available to staff after hours for consultation and is a part of the on call supervisor rotation.

Education/Certifications/Experience Requirements

- Master's Degree in social work, psychology.
- Licensed or certified in the field of mental health or substance abuse for supervision and clinical oversight in the State of Wisconsin.
- 3 - 5 years administrative, supervisory, or management experience.
- Must possess and maintain a valid driver's license.

Required or Preferred Skills

- Ability to manage, supervise, assign and review the work of others. Ability to make decisions in all areas of responsibility related to managing the division.
- Knowledge of principles and practices of effective evidenced based mental health and substance use treatment programs and services.
- Knowledge of the application and effectiveness of a variety of behavioral health treatment modalities utilized in a comprehensive community-based prevention and treatment system.
- Ability to provide appropriate clinical supervision and direction for licensed and certified personnel.
- Ability to effectively represent the Mental Health/Substance Use Division in contracts with the public, community organizations, and other governmental agencies.
- Strong written and verbal communication skills including listening skills.
- Computer skills including facility with Microsoft Office applications and ability to learn and use case management and electronic health record software.
- Working knowledge and understanding of Trauma Informed Care preferred.
- Ability to effectively address and resolve conflict and to manage stress in a professional manner.

OUTAGAMIE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGES BOTH PROSPECTIVE EMPLOYEES AND INCUMBENTS TO DISCUSS POTENTIAL ACCOMMODATIONS WITH THE EMPLOYER.

RESOLUTION NO.: 58—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Highway Department is requesting approval for a budget adjustment to split already
2 funded Site Work – Hortonville account in order to create a new account for Site Work –
3 Appleton. As part of the new Wisconsin Department of Transportation funded salt shed,
4 the Highway Department will need to complete several site improvements, including
5 constructing a new access to County OO (Northland Avenue) and completing a portion of
6 the asphalt paving for the new site.

7 This request is to remove \$250,000 from CP4663600 Site Work – Hortonville and add it
8 to a new account for Site Work – Appleton. Each project will have \$250,000 in their
9 respective accounts.

11 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste

13 Committee recommend adoption of the following resolution.

14 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve decreasing
15 the Highway – Site Work – Hortonville Capital Outlay line item by \$250,000 and increasing the Highway
16 – Site Work – Appleton Capital Outlay line item by \$250,000 as noted on the attached fiscal note which
17 by reference is made a part hereof, said funds to be used to construct a new access to County OO and
18 complete a portion of the asphalt paving for the new Wisconsin Department of Transportation funded salt
19 shed, and

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

23 Dated this ____ day of July 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:

Board Chairperson

County Clerk

Approved:

Vetoed:

Signed:

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:** Highway Department Budget Transfer

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 Highway Department is requesting approval for a budget adjustment to split already funded Site Work – Hortonville to create a new account for Site Work – Appleton. As part of the new WI DOT funded salt shed, the Highway Department has needs to complete several site improvements, including constructing a new access to County OO (North Avenue) and completing a portion of the asphalt paving for the new site.

The request is to remove \$250,000 from CP4663600, Site Work - Hortonville to a new account for Site Work – Appleton. Each project would have \$250,000 in their respective accounts.

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 () partially (x)

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.)

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
		4663600.6000	(250,000)
Highway – Site Work- Hortonville	Capital Outlay		
Highway – Site Work- Appleton	Capital Outlay	Undefined	250,000

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 Annual Revenue

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only

Reviewed By:

Michelle Uitenbroek

DATE:
6/30/2025

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 Expenditure Account Number Amount

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: 6/30/2025	
Comments:	

RESOLUTION NO.: 59—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Highway Department submitted an application for the Carbon Reduction Project
2 (CPR) funds. The application was approved and the County has been awarded federal
3 funding for 80% of the project. The proposed project cost is currently estimated to be
4 \$1,532,800, of which \$1,226,240 in federal funds have been approved. The project
5 includes upgrading the existing traffic signal infrastructure with current technology to
6 allow more efficient and safer operations for all users. Outagamie County's share is
7 estimated to be \$306,560 to cover design, construction, and state review with construction
8 currently scheduled for Federal Fiscal Year 2027. The county share of the project costs
9 are anticipated to be funded in future budgets.

10
11 This resolution authorizes the Highway Commissioner to enter into a State/Municipal
12 Agreement for the project and to support the future funding of the CTH N and CTH OO
13 intersection improvement project.

14
15 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste

16 Committee recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the Highway
18 Commissioner to enter into a State Municipal Financial Agreement for the CTH N and CTH OO
19 intersection improvement project, as noted on the attached State/Municipal Agreement for Carbon
20 Reduction Program (CRP) Projects, which by reference is made a part hereof, and

21 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
22 funding for the county share of the project costs to be included in future budgets as noted on the attached
23 fiscal note which by reference is made a part hereof, 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 Highway Commissioner and the Outagamie County Finance
26 Director.

27 Dated this ____ day of July 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: _____
Board Chairperson

County Clerk

Approved: _____ Vetoed: _____

Signed: _____
County Executive

DocuSign Envelope ID: F7DA49D0-B46B-442C-BA87-31BD17A144F5

 <p>STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM (CRP) PROJECTS</p> <p>Subprogram #: 206 Program Name: CRP</p>	<p>Date: 6/17/2025 I.D.: 4990-04-00/70 WisDOT UEI#: CBE4JHP1S8H7 Project Sponsor UEI #: ENGJCKR9MGC5 FAIN ID: TBD Project Title: V Little Chute, Signal Upgrades Location/Limit: CTH N & CTH OO Intersections Project Length (if applicable): N/A Project Sponsor: Outagamie County County: Outagamie MPO Area (if applicable): Appleton</p>
--	--

The signatory, the **Outagamie County**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement are Wis. Stats. §§ 84.03 and 85.02 in accordance with 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), in the Code of Federal Regulations.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. §§ 86.25 and 66.0301.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment: The two existing traffic signals at CTH OO (North Avenue) & CTH N (Madison St) and CTH OO & CTH N (Freedom Rd, Depot St) in the Village of Little Chute are pre-timed signals with no vehicle detection system. The systems were installed in 1982 and 1992, respectively. Active railroad crossings are located approximately 400-ft south of each intersection. All legs of CTH OO and CTH N have AADT ranging between 7,700 and 9,900. The high traffic volumes cause excessive queueing and delays during peak periods daily. Both intersections become gridlocked during certain periods each day when train traffic passes. The current traffic signal controllers are outdated and lack the flexibility to accept new equipment.

Proposed Improvement: Upgrade existing traffic signal infrastructure with current technology to allow more efficient and safer traffic operations. Both existing traffic signal cabinets and controllers would be upgraded, including a battery backup system to improve signal reliability. It would also provide railroad preemption and programming. In addition, pedestrian push buttons would be added for all pedestrian crossings.

Non-participating work includes work included in the project and other work necessary to finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements. Describe non-participating and other 100% locally funded project work.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 Supplemental CRP project funding conditions:

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All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,226,240** for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,226,240** federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

State Fiscal Year 2025-2028 Supplemental CRP project funding may only be used for 2025-2028 Supplemental projects.

Project Award date: April 14, 2025

Design for this project is currently scheduled in **Federal Fiscal Year 2025**. Construction for this project is currently scheduled in **Federal Fiscal Year 2027**.

Sunset Date: April 14, 2031

The subject project must be Let for construction prior to September 30, 2028. Failure to meet this deadline may result in the forfeiture of the awarded CRP funding.

The subject project must be completed by April 14, 2031, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PROJECT TYPE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4990-04-00					
Design	\$206,300	\$165,040	80%	\$41,260	20%+BAL
State Review	\$7,800	\$6,240	80%	\$1,560	20%+BAL
<i>Subtotal 4990-04-00</i>	<i>\$214,100</i>	<i>\$171,280</i>	<i>80%</i>	<i>\$42,820</i>	<i>20%+BAL</i>
ID 4990-04-70					
Participating Construction	\$1,187,700	\$950,160	80%	\$237,540	20%+BAL
Construction Engineering	\$115,000	\$92,000	80%	\$23,000	20%+BAL
State Review	\$16,000	\$12,800	80%	\$3,200	20%+BAL
<i>Subtotal 4990-04-70</i>	<i>\$1,318,700</i>	<i>\$1,054,960</i>	<i>80%</i>	<i>\$263,740</i>	<i>20%+BAL</i>
Total Est. Cost Distribution	\$1,532,800	\$1,226,240	MAX*	\$306,560	N/A

*This project has a CRP federal funding maximum of **\$1,226,240**. This maximum is cumulative for all federally funded project phases.

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This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of either this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: Outagamie County _____		
Name	Title	Date
Signed for and on behalf of the State of Wisconsin _____		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CRP Program, including but not limited to 23 USC, Section 503(c)(4)(E), 23 U.S.C. 175(c), and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

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- b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
- c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
 - g. Preliminary Engineering.
 - h. State Review Services.
- 6. Project items purchased with federal funding are for the primary use of the CRP project.
- 7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades, or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.

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- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
- f. All work related to underground storage tanks and contaminated soils.
- g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- h. Real estate for the improvement.
- i. Other 100% Project Sponsor funded items.

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to, 23 U.S.C. 175(c) and all applicable federal laws.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. § 66.0901. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The Project Sponsor, in accordance with the project scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project not constructed to standards will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions. Revisions done

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without prior WisDOT approval are not entitled to State reimbursement and shall be at the sole expense of Project Sponsor.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by State and Federal law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR Part 200 subpart D.
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will, at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.

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- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

27. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing, and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State, and all its employees, from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project, including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

Docusign Envelope ID: F7DA49D0-B46B-442C-BA87-31BD17A144F5

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

32. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

Docusign Envelope ID: F7DA49D0-B46B-442C-BA87-31BD17A144F5

33. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
36. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim, or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CRP Supplemental project funding conditions:
 - a. ID 4990-04-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - b. ID 4990-04-70: Construction:
 - i. Costs for traffic signals cabinets, controllers, electrical, concrete bases, pedestrian signals, concrete curb and gutter, asphaltic surface, traffic control, landscaping, pavement marking, mobilization and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$1,226,240** is cumulative for all federal funded project phases.
38. Federal Inactive List: Once a project has received its authorization to incur costs letter until the completion of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

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Certificate Of Completion

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 Status: Sent
 Subject: Complete with DocuSign: 4990 04 00_70 V LITTLE CHUTE SIGNAL UPGRADES ORG SMA 06172025.pdf
 Source Envelope:
 Document Pages: 9 Signatures: 0 Envelope Originator:
 Certificate Pages: 6 Initials: 0 KELSEY LORENZ
 AutoNav: Enabled 4822 Madison Yards Way
 Envelope Stamping: Enabled Madison, WI 53705
 Time Zone: (UTC-06:00) Central Time (US & Canada) Kelsey.Lorenz@dot.wi.gov
 IP Address: 165.189.255.44

Record Tracking

Status: Original	Holder: KELSEY LORENZ	Location: DocuSign
6/17/2025 10:19:21 AM	Kelsey.Lorenz@dot.wi.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Wisconsin Department of Transportation	Location: Docusign

Signer Events

Signer	Timestamp
Dean Steingraber dean.steingraber@outagamie.org Security Level: Email, Account Authentication (None)	Sent: 6/17/2025 10:34:51 AM

Electronic Record and Signature Disclosure:

Accepted: 6/9/2025 9:23:14 AM
 ID: 4bca6dee-07c0-422a-a0b7-924a0479edcf

Scott Nelson

Scott.nelson@dot.wi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Joe Zellmer joseph.zellmer@outagamie.org Highway Engineer Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/17/2025 10:34:51 AM Viewed: 6/17/2025 3:20:08 PM
Dean Steingraber dean.steingraber@outagamie.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 11/28/2023 10:49:58 AM ID: 8cf3c7ca-c596-416d-b560-7c0550343c0d		

Carbon Copy Events	Status	Timestamp
Accepted: 6/9/2025 9:23:14 AM ID: 4bca6dee-07c0-422a-a0b7-924a0479edcf		
Emily Simmons emily.simmons@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jeanette Nelson jeanette.nelson@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/10/2025 10:41:33 AM ID: 7adf98e1-b383-43f8-beb1-eff96a54affd		
Joe Zellmer joseph.zellmer@outagamie.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/28/2023 10:49:58 AM ID: 8cf3c7ca-c596-416d-b560-7c0550343c0d		
Kathryn Scharping kathryn.scharping@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
KELSEY LORENZ kelsey.lorenz@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Melissa Kraemer Badtke mbadtke@ecwRPC.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 7:23:37 AM ID: e59bbc79-7162-405b-8330-f1a0cef51421		
Mike Cohen michael.cohen@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/16/2025 3:47:58 PM ID: e9673eea-13a0-4018-a0c6-5d4bd93b0e13		
Scott Nelson Scott.nelson@dot.wi.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/17/2025 10:34:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 5/1/2015 4:37:22 PM

Parties agreed to: Dean Steingraber, Joe Zellmer, Dean Steingraber, Jeanette Nelson, Joe Zellmer, Melissa Kraemer Badtke, Mike Cohen

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.esse@dot.wi.gov

To advise Wisconsin Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.esse@dot.wi.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERs):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Department of Transportation during the course of my relationship with you.

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 Resolution to support future funding for the CTH N & CTH OO intersection improvement project.

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 Highway Department submitted an application for the Carbon Reduction Project (CRP) funds. The application was approved and the County has been awarded federal funding for 80% of the project. The proposed project cost is currently estimated to be \$1,532,800, of which \$1,226,240 in federal funds have been approved. The project includes upgrading the existing traffic signal infrastructure with current technology to allow more efficient and safer operations for all users. Outagamie County's share is estimated to be \$306,560 to cover design, construction, and state review with construction currently scheduled for Federal Fiscal Year 2027. The county share of the project costs are anticipated to be funded in future budgets. Therefore, the Highway department is seeking support by the County Board to have the Highway Commissioner enter into a State Municipal Agreement for the project and to support the future funding of the CTH N and CTH OO project.

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 () no (x)
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
Future Budget			

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: Richard Hammen

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 Expenditure Account Number	Amount
-----------------------------------	--------

OUTAGAMIE COUNTY FISCAL NOTE

DATE: 7/2/2025		
Comments:		

MEMORANDUM

To: Outagamie County Board of Supervisors
From: Sadie DiNatale Burda, Development and Land Services Department
Date: July 11, 2025
RE: Notification of the Town of Black Creek's Transition to County General Zoning

Purpose

This memorandum serves as official notice to the Outagamie County Board of Supervisors that the Town of Black Creek has formally transitioned from administering its own general zoning ordinance to adopting Outagamie County's General Zoning Ordinance, as administered by Outagamie County's Development and Land Services Department.

Background and Overview

Over the past year, the Outagamie County Development and Land Services Department has worked collaboratively with officials from the Town of Black Creek to facilitate the Town's entry into County-administered zoning. This transition involved a series of discussions, reviews and approvals of planning documents, and coordination to ensure a seamless integration into the County's zoning framework (Exhibit 2 and Exhibit 3).

The transition was finalized on July 7, 2025, when the County Clerk's Office received Resolution No. 01-2025 (Exhibit 1), filed by the Town of Black Creek. The filing of this resolution formally withdrew the Town's independent general zoning authority and placed zoning administration under Outagamie County jurisdiction, as permitted by Wis. Stat. § 59.69(5)(c).

Board Action Needed

No action required by the County Board at this time.

This memorandum is for informational purposes only to ensure proper recording of the change in zoning authority in the official proceedings of the County Board, as required by state statute.

Exhibits

- Exhibit 1: Town of Black Creek Resolution No. 01-2025
- Exhibit 2: Zoning Map for Black Creek Township
- Exhibit 3: Link to Outagamie County Zoning Ordinance

Exhibit 1

Town of Black Creek

Black Creek, Wisconsin 54106

Dan Knutzen, Chairman
N6214 Wick Road
Black Creek, WI 54106-8464
920-619-3883

Jennifer Court, Treasurer
W3955 Adolph Rd
Black Creek, WI 54106-7933
920-595-1032

Daniel Rettler, 1st Supervisor
W4926 County Road B
Black Creek, WI 54106-7902
920-850-5311

Barbara Chizek, Clerk
N5268 State Road
Black Creek, WI 54106-8445
920-858-3513

Michael Garvey, Constable
W4107 Kropp Rd
Black Creek, WI 54106-7926
920-984-0092

Tom Neubert, 2nd Supervisor
W5129 Wolf Road
Black Creek, WI 54106-7927
920-850-5312

June 9, 2025

To: The County Clerk and the Board of Supervisors of Outagamie County, Wisconsin

I, Dan Knutzen, Chairman, of the Town of Black Creek in Outagamie County, Wisconsin, do hereby certify that at a legal meeting of the Town of Black Creek held on JUNE 9, 2025, the said Town Board considered and adopted the following resolution:

NOW, THEREFORE, BE IT RESOLVED, by the Town of Black Creek Board of Supervisors, Outagamie County, Wisconsin, that the Outagamie County Zoning Ordinance enacted by the County Board on July 5, 1989, as it may have been thereafter amended and consisting of both text and map, is adopted and approved so far as it affects the lands in the Town of Black Creek.

That this certificate setting forth the approved Resolution of the Town Board is herewith attached to a copy of the Outagamie County Zoning Ordinance for filing with the County Clerk of Outagamie County, Wisconsin, in accordance with Wis. Stat. § 59.69(5)(c).

Dated this 9th day of JUNE, 2025.



Jenni Court
Treasurer/Interim Clerk
Town of Black Creek



RESOLUTION No. 01-2025

RESOLVED by the Town Board of Supervisors of the Town of Black Creek, Outagamie County, Wisconsin:

WHEREAS, the Town Board of Supervisors of the Town of Black Creek ("Town") previously adopted the Town of Black Creek Zoning Ordinance ("Town Zoning Ordinance") for the purposes set forth therein and to promote the orderly growth and development of lands and resources through comprehensive zoning;

WHEREAS, the Outagamie County ("County") Board of Supervisors ("County Board"), in legal session, previously approved the Outagamie County Zoning Ordinance of 1989, and has subsequently made amendments thereto (the Outagamie County Zoning Ordinance of 1989 and amendments thereto are collectively referred to as "County Zoning Ordinance"), which consists of both text and a zoning map;

WHEREAS, pursuant to Wis. Stat. § 59.69(5)(c) and Wis. Stat. § 59.69(5)(g)2., the County Clerk previously forwarded a copy of the County Zoning Ordinance to the Town Clerk, and the Town Clerk then provided notice to the Town Board;

WHEREAS, on JUNE 9th 2025 the Town Board considered whether to adopt the County Zoning Ordinance as its method of comprehensive zoning; and

WHEREAS, the Town Board determined that it is in the Town's best interest for the planning and assurance of orderly growth and development of lands and resources through comprehensive zoning by adopting the County Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Black Creek Board of Supervisors, Outagamie County, Wisconsin, that the Outagamie County Zoning Ordinance enacted by the County Board on July 5, 1989, as it may have been thereafter amended and consisting of both text and map, is adopted and approved so far as it affects the lands in the Town of Black Creek.

BE IT FURTHER RESOLVED, by the Town of Black Creek Board of Supervisors further determines as follows:

1. Recitals. The recitals set forth above are true and accurate, and are therefore incorporated into this Resolution, including the capitalized terms defined in the recitals.

2. Rescission of Town Zoning Ordinance. The Town Board hereby rescinds the existing Town Zoning Ordinance. The rescission of the Town Zoning Ordinance shall be effective upon the date of filing the certified copy of this approving Resolution and the effective date of the adoption of the County Zoning Ordinance, as set forth in Wis. Stat. § 59.69(5)(c). The Town's adoption of the County Zoning Ordinance hereby supersedes any prior Town ordinance in conflict therewith or which is concerned with zoning.

3. Certified Copy of Approving Resolution. A certificate setting forth the certified copy of this Resolution is attached hereto and incorporated herein, and shall be forwarded by the Town Clerk to the County Clerk as set forth in Wis. Stat. § 59.69(5)(c).

4. Cooperation with County. In order to achieve a smooth transition from administration of the Town Zoning Ordinance to the County Zoning Ordinance, the Town Board requests that all Town staff, citizens and others impacted by any zoning regulation in the Town work in good faith with the County. The Town shall cooperate with any County requests in the transition of administration from the Town Zoning Ordinance to the County Zoning Ordinance, and during the time the Town continues under the County Zoning Ordinance.

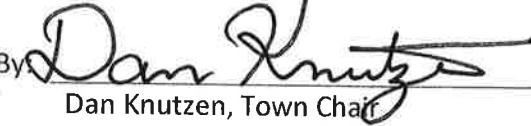
This Resolution was adopted by the Town of Black Creek Board of Supervisors on the 9th day of JUNE, 2025.

Town Board Member

Aye
3

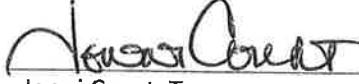
Nay
0

Town Board of the
Town of Black Creek, Wisconsin

By 
Dan Knutzen, Town Chair

ATTEST:

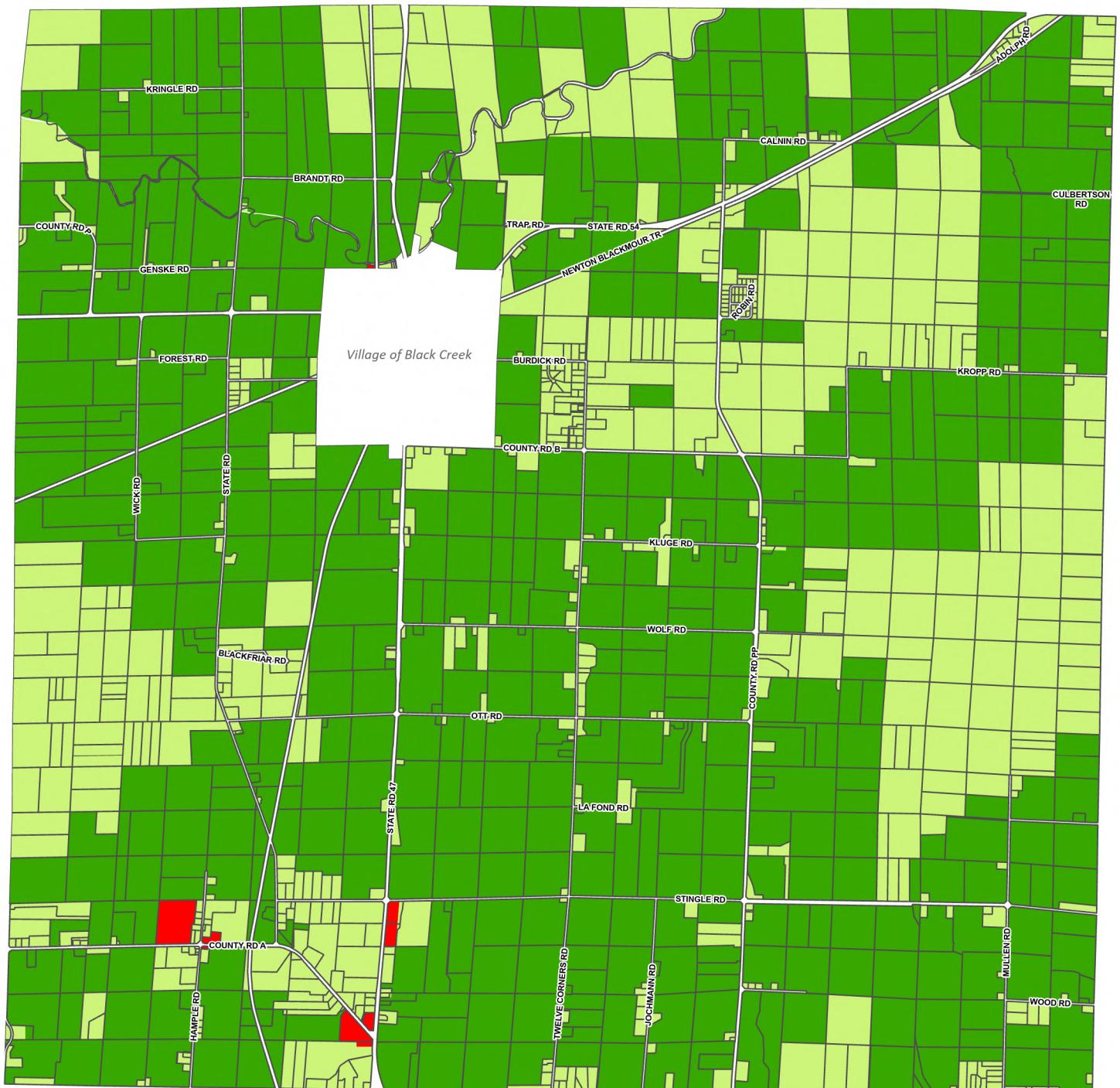
I, Jenni Court, Treasurer, in and for the said Town of Black Creek, County of Outagamie, State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Town Board of Supervisors of Black Creek Township, Wisconsin, in legal session on this 9th day of JUNE, 2025.



Jenni Court, Treasurer

Exhibit 2

Town of Black Creek Zoning Map



Legend

ZONING DISTRICTS

- EXCLUSIVE AGRICULTURE DISTRICT
- GENERAL AGRICULTURE DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT
- TWO-FAMILY RESIDENTIAL DISTRICT
- MULTIFAMILY RESIDENTIAL DISTRICT
- LOCAL COMMERCIAL DISTRICT
- REGIONAL COMMERCIAL DISTRICT
- PLANNED COMMERCIAL DISTRICT
- INDUSTRIAL DISTRICT

0 0.25 0.5 1 Miles



Exhibit 3

Outagamie County Zoning Ordinance

Chapter 54 – Zoning:

https://library.municode.com/wi/outagamie_county/codes/code_of_ordinances?nodeId=COOR_CH54Z_O