

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


Office of the County Clerk, September 9, 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 AUGUST 26, 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 appointments of Polly Olson and David Maas (alternate) to the Criminal Justice Coordinating Council; said terms expire April 30, 2026.
 - B. County Executive Nelson nomination for appointments of Anne Van, Paul Farrell, Michelle Uitenbroek, and Valarie Wunderlich to the Employee Child Care Center Renovation Project Oversight Committee; for the duration of the project.
 - C. County Executive Nelson nomination for appointments of Anne Van, Paul Farrell, Michelle Uitenbroek, and Justin Schumacher to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee; for the duration of the project.
 - D. County Executive Nelson nomination for appointment of Kristin Stohl to the Specialized Transportation Planning and Policy Committee; for an indefinite term.
 - E. County Board Chair Gabrielson nomination for appointments of Jayson Winterfeldt, Yvonne Monfils, John Kostelny (Chair), and John Cuff to the Employee Child Care Center Renovation Project Oversight Committee; said terms expire April 2026.
 - F. County Board Chair Gabrielson nomination for appointments of Ron Klemp (Chair), Lee Hammen, Dan Nejedlo, and Chris Croatt to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee; said terms expire April 2026.

9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will give an Administrative Update.
10. UNFINISHED BUSINESS
11. NEW BUSINESS
- A. Resolution No. Z-8—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for the Town of Buchanan, applicant on behalf of Jennie Ruys and Joseph Berghuis, owners, for parcel 030060006, from the AGD General Agriculture District to the CL Local Commercial District, in the Town of Buchanan, as depicted on the attached review and map.
- B. Ordinance No. Z-8—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Adopt the petition of Craig Romenesko, applicant on behalf of KFS LLC, owner, to rezone parcel 040077600 from the AGD General Agriculture District to the CL Local Commercial District, in the Town of Center, as noted on the Ordinance and attachments.
- C. Resolution No. 69—2025-26 – Health and Human Services Committee. Approve to urge the State of Wisconsin to provide funding to offset the county fiscal impact caused by the enacted federal SNAP (FoodShare) changes, and to work with counties to ensure adequate resources for the administration of FoodShare and related programs.
- D. Resolution No. 70—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to support *A NEW Avenue* and the attached vision document for the West College Avenue corridor, and affirms its alignment with the County's Comprehensive Plan.
- E. Resolution No. 71—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to authorize the County Executive to enter into Short Term Residential Lease Back Agreements for property located in the Town of Buchanan at N321 County Road N and W2689 Buchanan Road, for the County N improvement project, as noted on the attached Short Term Residential Lease Back agreements, and Project Location Maps, with no fiscal impact.
12. REPORTS


Kelly Gerrits, County Clerk


Dan Gabrielson, Board Chairperson

Accommodation Notice

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

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

Office of the County Clerk, August 26, 2025.

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

ROLL CALL: 32 present, 4 absent. Members present: Thompson, Johnson, Patience, Gabrielson, Kostelny, Hammen, Lawrence, Krueger, Lamers, Ferguson, McCabe, Zabronsky, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Janke, Weinberg, Culbertson, Monfils, Winterfeldt, Nejedlo, Clegg, Thyssen, VanderHeiden, Rettler, Koury, and Lautenschlager. Members absent: Supervisors Smith, Wegand, Hermes and MacDonald.

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

The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE JULY 22, 2025 COUNTY BOARD MEETING

Supervisor Koury moved, seconded by Supervisor McCabe, to approve the minutes of the July 22, 2025 County Board meeting.

ROLL CALL: 32 yes, 4 absent. MINUTES OF THE JULY 22, 2025 COUNTY BOARD MEETING ARE APPROVED.

SPECIAL ORDER OF BUSINESS – None.

ESTABLISH ORDER OF THE DAY– Chairperson Gabrielson reported the requests to have Ordinance No. D—2025-26 and Resolution Nos. 66, 67, 68, Z-6 and Z-7—2025 locked in at the meeting. Supervisor Janke requested to have Resolution Nos. 66 and 67—2025-26 voted on separately. No objections; so ordered.

COMMUNICATIONS –

Chairperson Gabrielson summarized the following communications:

- There are eight (8) Supervisors who still need to complete cyber security training, which was sent out July 9, 2025 titled *Pick your Path – Space Invaders*. Legislative Services sent out e-mail reminders to the outstanding County Board Supervisors prior to the County Board meeting.
- The County Board summer picnic will be held on Wednesday, October 2 at The Hillside at Plamann Park. This is a rescheduled date due to an unforeseen schedule conflict.
- Chairperson Gabrielson recognized the following County Board Supervisor birthday: Supervisor Lamers (8/29).
- Chairperson Gabrielson reminded County Board Supervisors that the next regularly-scheduled County Board meeting will be on September 9, 2025.

- Roll Call Request - The Proceedings of the Board of Supervisors 2024-2025 Electronic Version, in accordance to Resolution No. 150—2018-19, are available for viewing at: <https://www.outagamie.org/government/departments-a-e/county-clerk/county-government> The link will be emailed to each Supervisor. Electronic formats will be distributed to all county local libraries for their reference departments. A roll call vote was requested for supervisors wanting this version by a portable thumb drive costing approximately \$3 per drive.
ROLL CALL: 3 yes (Heiser, Mitchell, and Hagen), 29 no, 4 absent.

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 appointment of Thomas Lornson to the Health and Human Services Board; term expires December 31, 2027.

Supervisor McCabe moved, seconded by Supervisor Lautenschlager, for confirmation of the above-listed appointment.

ROLL CALL: 32 yes, 4 absent. THOMAS LORNSON IS APPOINTED TO THE HEALTH AND HUMAN SERVICES BOARD.

County Executive Nelson nomination for appointment of Curtis Riedy to the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Oversight Committee; for the duration of the project.

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

ROLL CALL: 32 yes, 4 absent. CURTIS RIEDY IS APPOINTED TO THE DEPARTMENT OF RECYCLING AND SOLID WASTE AND HIGHWAY DEPARTMENT FACILITY AND LAND USE OVERSIGHT COMMITTEE.

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

UNFINISHED BUSINESS – None.

NEW BUSINESS –

Resolution No. Z-6—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the Town of Buchanan Town Zoning Ordinance Text Amendment, which includes updates to Table 525-31-2: District Dimensional Standards, zoning code text, as depicted on the attached staff review.

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

Motion by Ferguson, seconded by Thiede, to refer Resolution No. Z-6—2025-26 back to the Zoning Committee for further review.

ROLL CALL: 5 yes (Krueger, Ferguson, Klemp, Thiede, Clegg), 27 no, 4 absent. REQUEST TO REFER RESOLUTION NO. Z-6—2025-26 BACK TO COMMITTEE DEFEATED.

ROLL CALL: 30 yes, 2 no (Ferguson, Thiede), 4 absent. RESOLUTION NO. Z-6—2025-26 IS ADOPTED.

Resolution No. Z-7—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for the Town of Buchanan to update the zoning classifications for 518 parcels that have inconsistent zoning and land uses, in the Town of Buchanan, as depicted on the attached review and map.

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

ROLL CALL: 29 yes, 2 no (Ferguson, Thiede), 1 abstain (Johnson), 4 absent. RESOLUTION NO. Z-7—2025-26 IS ADOPTED.

Resolution No. 60—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to authorize the execution of a Deed by Corporation to the Wisconsin Department of Transportation (WisDOT) for \$53,000, for the sale of the County Solid Waste land, parcels 260447301 and 26047302 (approximately 1.011 acres), to the WisDOT, for the French Road overpass, and accept revenues for the temporary easement, maintenance of grounds, and increase/decrease the Solid Waste line items, as noted on the resolution and attachments.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 60—2025-26 IS ADOPTED.

Resolution No. 61—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to establish the Employee Child Care Center Renovation Project Oversight Committee as a public works project, with the total exceeding \$1,500,000 in accordance with Section 50-87 of the Outagamie County Code of Ordinances; and authorize the formation of the Employee Child Care Center Renovation Project Committee to oversee all phases of the project in the best interest of the County.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 61—2025-26 IS ADOPTED.

Resolution No. 62—2025-26 – Public Safety Committee. Approve of increasing the line items for Jail Fees, Fines and Costs by \$34,127 and the Communications Services by \$34,127, to be used toward software expenses in the communications center, as noted on the attached fiscal note.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 62—2025-26 IS ADOPTED.

Resolution No. 63—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to establish the Plamann Park Office and Maintenance Shop Construction Project as a public works project whose total will exceed \$1,500,000 in accordance with Section 50-87 of the Outagamie County Code of Ordinances, and authorize the formation of the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee to oversee all phases of the project in the best interest of the County.

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

Chairperson Gabrielson asked for unanimous consent to have Director Schumacher, Parks and Recreation Director for Outagamie County, to provide more context on cost approvals. No objections, so ordered.

ROLL CALL: 31 yes, 1 no (Ferguson), 4 absent. RESOLUTION NO. 63—2025-26 IS ADOPTED.

Resolution No. 64—2025-26 – Finance Committee. Approve the execution of the attached Subdivision Participation and Release Form, and authorizes the Board Chair or designee to execute same, and all proceeds from the Settlement Agreement not directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account, administered consistent with the terms of this Resolution, Wis. Stat. §165.12(4), and the Settlement Agreement, and that all actions taken by the Board of Supervisors and other public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 64—2025-26 IS ADOPTED.

Resolution No. 65—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request, effective October 1, 2025, for the deletion of one full-time Deputy Register of Deeds (grade 130) position, and the creation of one full-time Records Specialist position, and transfer \$22,248 from the Small Department Vacation and Sick Leave Payout fund to the line items of Register of Deeds Salaries (\$14,361) and Fringe Benefits (\$7,887), increase the line items of General Funds Applied, Fund Balance Applied by \$22,248, and the General Fund, Fund Balance Unassigned by \$22,248, as noted on the Resolution and attachments.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 65—2025-26 IS ADOPTED.

Resolution No. 66—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request, for the Parks Department, to delete one full-time Parks Program Supervisor/Liaison position, to create one full-time Operations and Recreation Manager position and the reclassification of one full-time Operations and Recreation Manager position, effective August 26, 2025, and for the following Plamann Park line items: decrease Salaries by \$71,406.40, decrease Fringe by \$36,050.04, increase Salaries by \$69,908.80, and increase Fringe by \$35,829.15, as noted on the Resolution and attachments.

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

ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Monfils), 4 absent. RESOLUTION NO. 66—2025-26 IS ADOPTED.

Resolution No. 67—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request to reclassify one full-time Systems Analyst Supervisor Grade 160 with one full-time Administrative Services Supervisor Grade 150 in the Health and Human Services Department, effective September 7, 2025, with no fiscal impact, as noted on the Resolution and attachments.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 67—2025-26 IS ADOPTED.

Resolution No. 68—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the Outagamie County Parks Department to accept and expend a donation from Grand Chute Baseball for \$100,000, to replace the infield fences and dugouts, and increase the line items for Plamann Park Paving/Related Construction for Capital and Donation by \$100,000 each, as detailed on the attached fiscal note.

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

ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 68—2025-26 IS ADOPTED.

Ordinance No. D—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to amend Section 36-91 “Speed Zones Established” of the Outagamie County Code of Ordinances and revising the posted speed limit from Lightning Drive to Mary Martin Drive from 45 mph to 35 mph and incorporating a regulatory 25 mph school zone speed limit, as noted on the Ordinance and attachments.

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

ROLL CALL: 32 yes, 4 absent. ORDINANCE NO. D—2025-26 IS ADOPTED.

Chairperson Gabrielson acknowledged the previous request from Supervisor Janke to take Resolution No. 66—2025-26 and 67—2025-26 separately. Chairperson Gabrielson reiterated Ordinance No. D—2025-26, Resolution Nos. 66, 67, 68, Z-6 and Z-7—2025-26 are to be voted on for lock in.

Supervisor Thiede made the request to vote on each item requested for lock in separately; so ordered.

RECONSIDERATION OF RESOLUTION NO. 66—2025-26.

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

Vote for reconsideration. ROLL CALL: 30 yes, 2 no (Ferguson, Thiede), 4 absent. RESOLUTION NO. 66—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Thiede), 4 absent. RESOLUTION NO. 66—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 67—2025-26.

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

Vote for reconsideration. ROLL CALL: 30 yes, 2 no (Ferguson, Thiede), 4 absent. RESOLUTION NO. 67—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 67—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. 68—2025-26.

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

Vote for reconsideration. ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 68—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 32 yes, 4 absent. RESOLUTION NO. 68—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. Z-6—2025-26.

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

Vote for reconsideration. ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Thiede), 4 absent. RESOLUTION NO. Z-6—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Thiede), 4 absent. RESOLUTION NO. Z-6—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF RESOLUTION NO. Z-7—2025-26.

Supervisor VanderHeiden moved, seconded by Supervisor Mitchell, to reconsider the above listed resolution.

Vote for reconsideration. ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Thiede), 4 absent. RESOLUTION NO. Z-7—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 3 no (Ferguson, Klemp, Thiede), 1 abstain (Johnson), 4 absent. RESOLUTION NO. Z-7—2025-26 IS ADOPTED & LOCKED IN.

RECONSIDERATION OF ORDINANCE NO. D—2025-26.

Supervisor Lautenschlager moved, seconded by Supervisor Nejedlo, to reconsider the above listed ordinance.

Vote for reconsideration. ROLL CALL: 31 yes, 1 no (Ferguson), 4 absent. ORDINANCE NO. D—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 32 yes, 4 absent. ORDINANCE NO. D—2025-26 IS ADOPTED & LOCKED IN.

REPORTS – None.

ADJOURNMENT –

Supervisor Thyssen moved, seconded by Supervisor McCabe to adjourn until September 9, 2025 at 7:00 p.m. VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:06 p.m.

A handwritten signature in cursive script, reading "Kelly M. Gerrits", enclosed within a thin rectangular border.

Kelly Gerrits, County Clerk

ROLL CALL SUMMARY AUGUST 26, 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	28	28	143	133
2. Johnson	28	28	143	107
3. Smith	28	0	143	115
4. Patience	28	28	143	143
5. Gabrielson	28	28	143	143
6. Kostelny	28	28	143	143
7. Hammen	28	28	143	116
8. Lawrence	28	28	143	107
9. Krueger	28	28	143	119
10. Lamers	28	28	143	107
11. Ferguson	28	28	143	143
12. McCabe	28	28	143	109
13. Wegand	28	0	143	69
14. Hermes	28	0	143	105
15. MacDonald	28	0	143	79
16. Zabronsky	28	28	46	46
17. Croatt	28	28	143	128
18. Spears	28	28	143	143
19. Heiser	28	28	143	143
20. Mitchell	28	28	143	143
21. Cuff	28	28	143	116
22. Hagen	28	28	143	143
23. Klemp	28	28	143	143
24. Thiede	28	28	143	143
25. Janke	28	28	143	101
26. Weinberg	28	28	143	119
27. Culbertson	28	28	143	143
28. Monfils	28	28	143	119
29. Winterfeldt	28	28	143	109
30. Nejedlo	28	28	143	143
31. Clegg	28	28	143	143
32. Thyssen	28	28	143	70
33. VanderHeiden	28	28	143	143
34. Rettler	28	28	143	109
35. Koury	28	28	143	107
36. Lautenschlager	28	28	143	143

Member(s) absent: Hermes, MacDonald, Smith, Wegand

September 9, 2025

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

Please be advised of new terms in the Criminal Justice Coordinating Council (CJCC).

Due to the retirement of Chief Greg Peterson from Grand Chute Police Department, Chief Polly Olson, Appleton Police Department Police Chief, has expressed interest in fulfilling the remainder of said term. Additionally, Chief Peterson's replacement at Grand Chute, Chief David Maas, has expressed interested in filling the vacant role of Alternate Municipal Police Department member.

I respectfully request the County Board's concurrence with the designation of the aforementioned individuals to serve on the Outagamie County CJCC with terms expiring April 30, 2026.

Supporting documents are attached.

Sincerely,



Thomas Nelson
Outagamie County Executive

TN/av

cc: Katrin Patience, Board Supervisor

Outagamie County Application for Executive Appointment

Name: Polly Olson

Address: [REDACTED]

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

E-Mail Address: Polly.Olson@applctnwi.gov

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

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

Present Employer/Position:

Chief of Police - Appleton Police Dept.

Previous Employer/Position:

Educational Background:

Bachelor of Science - Biology - UW-Oshkosh 1995

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

Wisconsin Chiefs of Police Association - Board member (2024-present)
Women's Fund of the Fox Valley - Board member (2023-2024)
State of WI - Dept. of Justice - Curriculum Advisory Comm. (2023-present)
State of WI - Dept. of Justice - Office of School Safety Advisory Comm (2023-present)
Wisconsin Chiefs of Police Executive Group - 2023-present

Comments:

Signature: Polly Olson

Date Submitted: 8/25/25

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) OLSON	(FIRST) POLLY	(MIDDLE) A	DAYTIME TELEPHONE NUMBER <div style="background-color:black; height:20px; width:100%;"></div>
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
<div style="background-color:black; height:20px; width:100%;"></div>			

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

Outagamie County Criminal Justice Coordinating Council

PRINCIPAL EMPLOYER(S) NAME

City of Appleton Police Dept

ADDRESS

222 So. Walnut St. Appleton WI 54911

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.

City of Appleton - Employment

I, **Polly Olson** currently serving or will be serving Outagamie County in the capacity of **CCJCC** 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.

Signature

Subscribed and sworn to before me this **25** day of **August**, 20**25**.

Notary Public

Commission Expires



Seal

Outagamie County Application for Executive Appointment

Name: DAVID MAAS

Address: [REDACTED]

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

E-Mail Address: [REDACTED]

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

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

Present Employer/Position:

POLICE CAPTAIN, GRAND CHUTE POLICE DEPARTMENT

Previous Employer/Position:

POLICE LIEUTENANT, GRAND CHUTE POLICE DEPARTMENT


Educational Background:

B.S. CRIMINAL JUSTICE - UW-PLATTEVILLE

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

CRIMINAL JUSTICE ADVISORY COMMITTEE - FVTC (1 YEAR)
OUTAGAMIE COUNTY CHAPLAINCY PROGRAM (5 YEARS)

Comments:

Signature: 

Date Submitted: 8-25-2025

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) <u>MAAS</u>	(FIRST) <u>DAVID</u>	(MIDDLE) <u>FREDRICK</u>	DAYTIME TELEPHONE NUMBER <div style="background-color:black; width:100px; height:1.2em;"></div>
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
<div style="background-color:black; width:100%; height:1.2em;"></div>			

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking): <u>ALTERNATE LAW ENFORCEMENT MEMBER</u> <u>OUTAGAMIE COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL</u>

PRINCIPAL EMPLOYER(S) NAME <u>GRAND CHUTE POLICE DEPARTMENT</u>
ADDRESS <u>1900 W GRAND CHUTE BLVD, GRAND CHUTE WI 54913</u>

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. <u>GRAND CHUTE POLICE DEPARTMENT - CURRENT EMPLOYER</u> <u>FOX VALLEY TECHNICAL COLLEGE - ADJUNCT INSTRUCTOR</u>

I, DAVID MAAS currently serving or will be serving Outagamie County in the capacity of OUTAGAMIE CO. CRIMINAL JUSTICE COORDINATING COUNCIL 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.


Signature

Subscribed and sworn to before me this 26 day of August, 2025.


Notary Public

Commission Expires: 5-13-2028



Seal



OUTAGAMIE COUNTY EXECUTIVE
Thomas M. Nelson
320 South Walnut St.
Appleton, WI 54911
920.832.1684
thomas.nelson@outagamie.org

September 9, 2025

To the Honorable Outagamie County Board of Supervisors

Ladies & Gentlemen:

Pursuant to Resolution No. 61—2025-26, wherein the Outagamie County Board of Supervisors created the *Employee Child Care Center Renovation Project Oversight Committee*, I nominate Executive Operations and Public Relations Anne Van, Facilities Director Paul Farrell, Finance Director Michelle Uitenbroek, and Human Resources Director Valarie Wunderlich to serve on the committee for the duration of the project.

Thank you in advance for your consideration. Supporting documents are attached.

Sincerely,

Thomas Nelson

cc: Legislative Services
County Clerk

Date Submitted: 6.9.25

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
Van	Anne	M	[REDACTED]
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]			

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

Reappointment with the LEPC

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S. Walnut Street, Appleton WI 54911

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.

Van Acres Homestead, LLC

Van Family Fit

State of WI; County of Outagamie

I, Anne Van currently serving or will be serving Outagamie County in the capacity of LEPC PIO 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Anne Van

Signature

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

Melissa A. Johnson

Notary Public

Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Paul Farrell

Address: [REDACTED]

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

E-Mail Address: Paul.Farrell@outagamie.org

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

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

Present Employer/Position:
Outagamie County / Facilities Director

Previous Employer/Position:
Amplas Inc. / Electromechanical Technician

Educational Background:
Fox Valley Technical College - Electro-Mechanical Courses
Fox Valley Technical College - Associates Degree - Business Management

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

Outagamie County Sustainability Committee
Multiple Outagamie County Oversight Committees

Comments:

Signature: Paul Farrell

Date Submitted: 7-31-25

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

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NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Farrell	Paul	G	
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE

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

Committee Member

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S Walnut St., Appleton WI 54911

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.

Annual Salary from Outagamie County as Facilities Director

State of Wisconsin, County of Outagamie

I, Paul Farrell currently serving or will be serving Outagamie County in the capacity of Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Paul Farrell

Signature

Subscribed and sworn to before me this 31st day of July, 2025.

Melissa A Johnson

Notary Public

Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Michelle Uitenbroek

Address: [REDACTED]

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

E-Mail Address: [REDACTED]

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:

Outagamie County / Finance Director

Previous Employer/Position:

Outagamie County / Finance Manager, Highway

Educational Background:

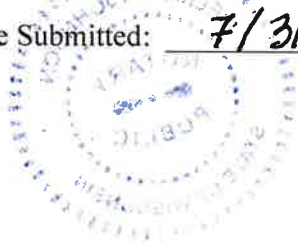
Master's - UW Whitewater
BBA - Silver Lake College

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

Comments:

Signature: Michelle Uitenbroek

Date Submitted: 7/31/2025



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

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NAME (LAST) <u>Uitenbroek</u>	(FIRST) <u>Michelle</u>	(MIDDLE) <u>L</u>	DAYTIME TELEPHONE NUMBER <div style="background-color:black; height:20px; width:100%;"></div>
MAILING ADDRESS <div style="background-color:black; height:20px; width:100%;"></div>	STREET <div style="background-color:black; height:20px; width:100%;"></div>	CITY <div style="background-color:black; height:20px; width:100%;"></div>	STATE <div style="background-color:black; height:20px; width:100%;"></div>
ZIP CODE <div style="background-color:black; height:20px; width:100%;"></div>			

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

Finance Director

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S. Walnut, Appleton, WI 54911

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.

N/A

State of Wisconsin, County of Outagamie

I, Michelle Uitenbroek currently serving or will be serving Outagamie County in the capacity of Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Michelle Uitenbroek
Signature

Subscribed and sworn to before me this 31st day of July, 2025.

M. A. Johnson
Notary Public
Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Valarie Wunderlich

Address: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail Address: Valarie.wunderlich@outagamie.org

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

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

Present Employer/Position: Committee Member

Previous Employer/Position: Vice President of Talent & Culture at NWTC

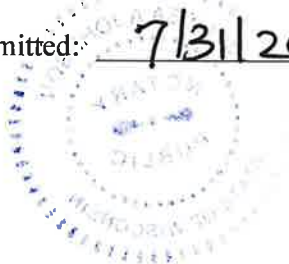
Educational Background: Bachelor's degree in Computer Science

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

Comments:

Signature: Valarie Wunderlich

Date Submitted: 7/31/2025



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

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NAME (LAST) <u>Wunderlich</u>	(FIRST) <u>Valarie</u>	(MIDDLE) <u>L</u>	DAYTIME TELEPHONE NUMBER <div style="background-color: black; height: 20px; width: 100%;"></div>
MAILING ADDRESS STREET <div style="background-color: black; height: 20px; width: 100%;"></div>		CITY <div style="background-color: black; height: 20px; width: 100%;"></div>	STATE ZIP CODE <div style="background-color: black; height: 20px; width: 100%;"></div>

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

Committee Member

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S Walnut St Appleton WI 54911

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.

employment

State of Wisconsin County of Outagamie

I, Valarie Wunderlich currently serving or will be serving Outagamie County in the capacity of Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Valarie Wunderlich

Signature

Subscribed and sworn to before me this 31st day of July, 2025.

Ma A. John

Notary Public

Commission Expires:

02/04/2028





OUTAGAMIE COUNTY EXECUTIVE
Thomas M. Nelson
320 South Walnut St.
Appleton, WI 54911
920.832.1684
thomas.nelson@outagamie.org

September 9, 2025

To the Honorable Outagamie County Board of Supervisors

Ladies & Gentlemen:

Pursuant to Resolution No. 63—2025-26, wherein the Outagamie County Board of Supervisors created the *Plamann Park Office and Maintenance Shop Construction Project Oversight Committee*, I nominate Executive Operations and Public Relations Anne Van, Facilities Director Paul Farrell, Finance Director Michelle Uitenbroek, and Parks Director Justin Schumacher to serve on the committee for the duration of the project.

Thank you in advance for your consideration. Supporting documents are attached.

Sincerely,

Thomas Nelson

cc: Legislative Services
County Clerk

Outagamie County Application for Executive Appointment

Name: Anne Van

Address: [REDACTED]

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

E-Mail Address: Anne.Van@outagamie.org

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

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

Present Employer/Position: Executive Operations and Public Relations

Previous Employer/Position: _____

Educational Background: BS Marketing Management - Park University
BS Social Psychology - Park University

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

Oversight Committes (as needed) and CJCC Executive Alternate

Comments: _____

Signature: Anne Van

Date Submitted: 6.9.25

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
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NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Van	Anne	M	
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking):
Reappointment with the LEPC

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S. Walnut Street, Appleton WI 54911

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.

Van Acres Homestead, LLC

Van Family Fit

State of WI; County of Outagamie

I, Anne Van _____ currently serving or will be serving Outagamie County in the capacity of LEPC PIO 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Anne Van

Signature

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

Melissa A. Johnson

Notary Public

Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Paul Farrell

Address: [REDACTED]

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

E-Mail Address: Paul.Farrell@outagamie.org

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

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

Present Employer/Position:
Outagamie County / Facilities Director

Previous Employer/Position:
Amplas Inc. / Electromechanical Technician

Educational Background:
Fox Valley Technical College - Electro-Mechanical Courses
Fox Valley Technical College - Associates Degree - Business Management

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

Outagamie County Sustainability Committee
Multiple Outagamie County Oversight Committees

Comments:

Signature: Paul Farrell

Date Submitted: 7-31-25

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

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NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Farrell	Paul	G	
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE

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

Committee Member

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S Walnut St., Appleton WI 54911

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.

Annual Salary from Outagamie County as Facilities Director

State of Wisconsin, County of Outagamie

I, Paul Farrell currently serving or will be serving Outagamie County in the capacity of Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Paul Farrell

Signature

Subscribed and sworn to before me this 31st day of July, 2025.

Melissa A Johnson

Notary Public

Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Michelle Uitenbroek

Address: [REDACTED]

Home Phone: ()

Work Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail Address: [REDACTED]

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:

Outagamie County / Finance Director

Previous Employer/Position:

Outagamie County / Finance Manager, Highway

Educational Background:

Master's - UW Whitewater

BBA - Silver Lake College

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

Comments:

Signature: Michelle Uitenbroek

Date Submitted: 7/31/2025



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

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NAME (LAST) <u>Uitenbroek</u>	(FIRST) <u>Michelle</u>	(MIDDLE) <u>L</u>	DAYTIME TELEPHONE NUMBER [REDACTED]
MAILING ADDRESS [REDACTED]	STREET [REDACTED]	CITY [REDACTED]	STATE [REDACTED]
ZIP CODE [REDACTED]			

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

Finance Director

PRINCIPAL EMPLOYER(S) NAME

Outagamie County

ADDRESS

320 S. Walnut, Appleton, WI 54911

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.

N/A

State of Wisconsin, County of Outagamie

I, Michelle Uitenbroek currently serving or will be serving Outagamie County in the capacity of Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Michelle Uitenbroek
Signature

Subscribed and sworn to before me this 31st day of July, 2025.

M. A. Johnson
Notary Public

Commission Expires: 02/04/2028



Outagamie County Application for Executive Appointment

Name: Justin Schumacher

Address: [REDACTED]

Home Phone: [REDACTED]

Work Phone: ()

Cell Phone: [REDACTED]

E-Mail Address: [REDACTED]

Would you like agendas and minutes emailed to you?

Yes x No

Do you want your email address given to the general public?

Yes No x

Present Employer/Position: Outagamie County Parks Department - Director

Previous Employer/Position: Outagamie County Highway Department - Operations Supervisor

Educational Background: Hortonville High School - 2007
UWGB - 2025

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

Town Chairperson - Town of Freedom

Comments:

Signature: Justin Schumacher

Date Submitted:

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

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NAME (LAST) Schumacher	(FIRST) Justin	(MIDDLE) Joseph	DAYTIME TELEPHONE NUMBER [REDACTED]
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]			

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

Parks Director (Held)

Greenway Committee Member (Seeking)

PRINCIPAL EMPLOYER(S) NAME

Outagamie County Parks Department

ADDRESS

1375 Broadway Drive Appleton, WI 54913

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.

Township of Freedom

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

Justin Schumacher

Signature

Subscribed and sworn to before me this 3 day of October, 2024.

Allyson C Van Zeeland

Notary Public

Commission Expires: 7/12/2027



September 9, 2025

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

Please be advised of a membership change on the Specialized Transportation Planning & Policy Committee due to Debra Ebben's upcoming retirement. Kristin Stohl has expressed interest in filling this role.

I respectfully request the County Board's concurrence with the designation of the aforementioned individual to serve an indefinite term on the Specialized Transportation Planning & Policy Committee.

Supporting documents are attached.

Sincerely,



Thomas Nelson
Outagamie County Executive

TN/av

Outagamie County Application for Executive Appointment

Name: Kristin J. Stohl

Address: [REDACTED]

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

E-Mail Address: kristin.stohl@appletonwi.gov

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

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

Present Employer/Position:

City of Appleton-Valley Transit 3/31/25- present
Enterprise Account Manager

Previous Employer/Position:

City of Appleton-Finance Dept 12/2/13- 3/30/25 Customer Service Super-
Community First Credit Union 6/2005- 12/2013 Teller Supervisor

Educational Background:

Associate Degree- Accounting UW Fox Valley
Bachelor Degree- Accounting Lakeland University

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

N/A

Comments:

Signature: Kristin J. Stohl

Date Submitted: 08/29/2025

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

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NAME (LAST) Stohl	(FIRST) Kristin	(MIDDLE) Jo	DAYTIME TELEPHONE NUMBER [REDACTED]
MAILING ADDRESS [REDACTED]	STREET [REDACTED]	CITY [REDACTED]	STATE [REDACTED]
ZIP CODE [REDACTED]			

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking): Specialized Transportation Committee Member

PRINCIPAL EMPLOYER(S) NAME City of Appleton - Valley Transit
ADDRESS 801 S Whitman Ave Appleton WI 54914

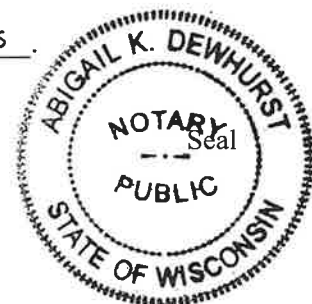
SOURCE OF INCOME IN EXCESS OF \$1,200 PER YEAR (List all sources or anticipated in excess of \$1,200/year). List any interest in any business, contract, lease or item of value, the nature and extent of such interest, holding or employment which may involve a conflict of interest or potential conflict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

I, Kristin J. Stohl currently serving or will be serving Outagamie County in the capacity of Specialized Transportation Committee 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 Outagamie County Code of Ordinances, Chapter 2, Section 2-424 – Section 2-426, Resolution 46—1974 and Ordinance C-2010-11.

Kristin J. Stohl
Signature

Subscribed and sworn to before me this 2nd day of August, 2025.

Abigail K. Dewhurst
Notary Public
Commission Expires: 8-23-27



BOARD OF SUPERVISORS

Dan Gabrielson, County Board Chair

September 9, 2025

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 61—2025-26 the Employee Child Care Center Renovation Project was approved as a Public Works Project.

I hereby nominate the following supervisors for appointment to the Employee Child Care Center Renovation Project Oversight Committee, said terms expiring April 2026:

- Jayson Winterfeldt, Property, Airport, Recreation & Economic Development Committee
- Yvonne Monfils, Property, Airport, Recreation & Economic Development Committee
- John Kostelny, County Board Chair Representative
- John Cuff, Finance Committee

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor John Kostelny for appointment as Chair of the Employee Child Care Center Project Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,



Dan Gabrielson
Outagamie County Board Chair

DG:sh

BOARD OF SUPERVISORS

Dan Gabrielson, County Board Chair

September 9, 2025

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 63—2025-26 the Plamann Park Office and Maintenance Shop Construction Project was approved as a Public Works Project.

I hereby nominate the following supervisors for appointment to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee, said terms expiring April 2026:

- Ron Klemp, Property, Airport, Recreation & Economic Development Committee
- Lee Hammen, Property, Airport, Recreation & Economic Development Committee
- Dan Nejedlo, County Board Chair Representative
- Chris Croatt, Finance Committee

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor Ron Klemp for appointment as Chair of the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,



Dan Gabrielson
Outagamie County Board Chair

DG:sh

RESOLUTION NO.: Z-8—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

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

6
7 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning
8 and Land Conservation Committee recommend adoption of the following resolution.

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
10 proposed rezoning request for Town of Buchanan, applicant on behalf of Jennie Ruys and Joseph
11 Berghuis, owners. The proposed rezoning is for parcel 030060006, from the AGD General Agriculture
12 District to the CL Local Commercial District. The parcel is located South of Block Road, in the Town of
13 Buchanan, Outagamie County, WI, as depicted on the attached review and map, which by reference are
14 made a part hereof, and

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

18 Dated this ____ day of September, 2025
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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: August 26, 2025
RE: PL202500325 – Town Rezoning Review & Recommendation

Application Details:

Applicant: Cynthia Sieracki, Clerk – Town of Buchanan
Property Owner: RUYS, JENNIE & BERGHUIS, JOSEPH, et al
Request: Rezoning - Town
Parcel(s): 030060006 (Subject Property)
Location: LOT 4 CSM 7115 LESS LOT ONE CSM 7368
TOWN OF BUCHANAN
Public Hearing: July 8, 2025 – Held by Town of Buchanan

Background & Analysis:

Outagamie County received a Town Rezoning request in the Town of Buchanan, as depicted on the attached rezoning map. The proposal would rezone parcel 030060006 (27.35 Acres) from the AGD General Agriculture District to the CL Local Commercial District. The property owner is planning to sell the parcel to the adjacent property owner, Schmalz Realty LLC, who will then plan to expand operations to include a garden center and greenhouses on the property.

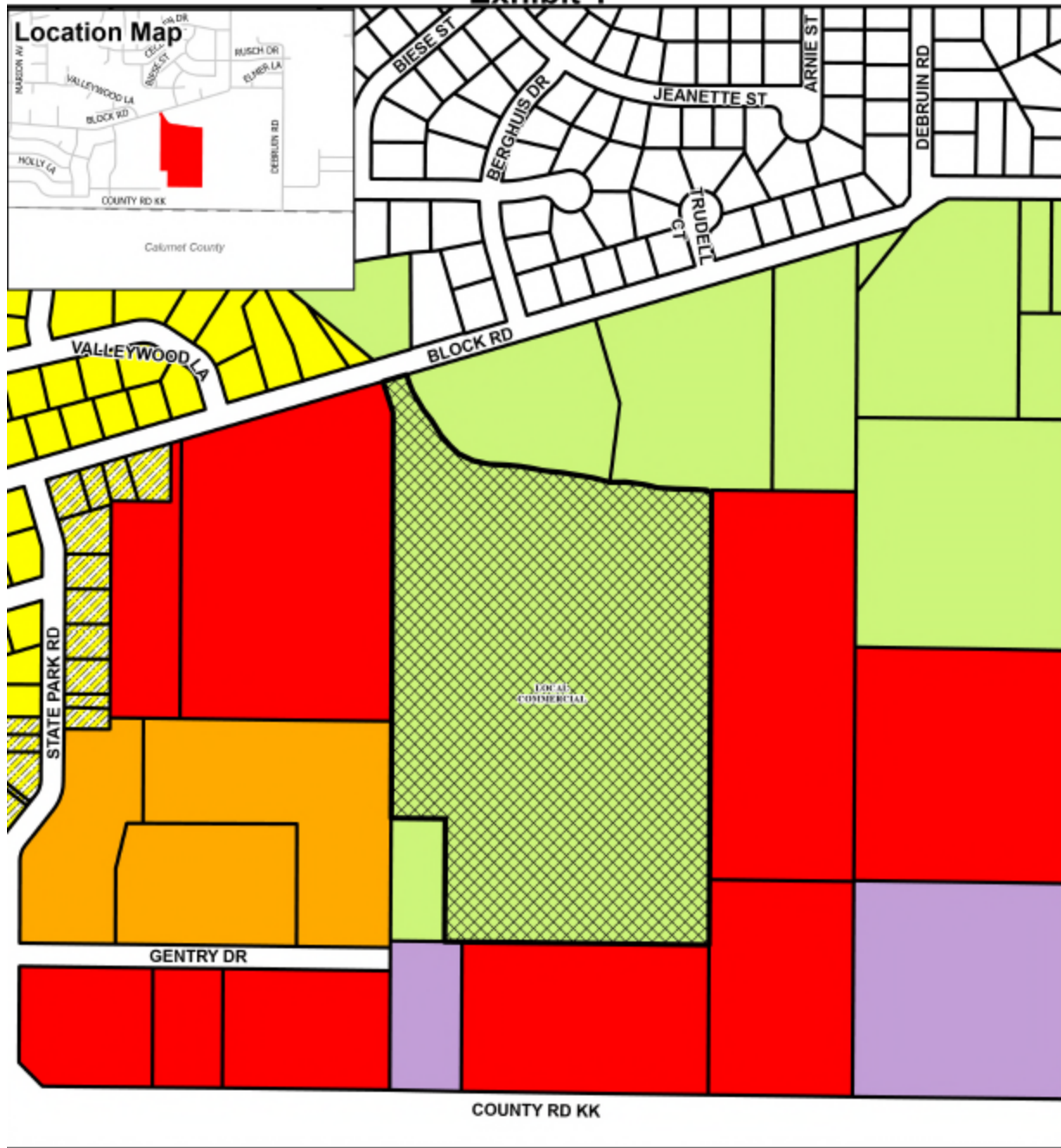
The Town of Buchanan has adopted General Zoning for the township. The Town is required to document consistency with its Comprehensive Plan. The subject property's future land use is designated as Short Term Mixed Use Residential and Commercial/Retail Service Hub. As such, the Town identified the proposed rezoning to be consistent with their Comprehensive plan and voted to approve the proposal at their July 15, 2025 Town Board Meeting.

While not required to document consistency, the Outagamie County future land use map identifies this area as community mixed use. As such, the proposed rezoning is also consistent with the County Comprehensive Plan.

Staff Recommendation:

Based on our review and the above analysis of this proposed Town Rezoning, Staff recommends: **Approval** of the proposed rezoning of parcel 030060006 from the AGD General Agriculture District to the CL Local Commercial District

Exhibit 1



<p>PL202500325</p> <p>N</p> <p>Outagamie County Est. 1851</p>	<p>Current Zoning:</p> <p> GENERAL AGRICULTURE DISTRICT</p> <p>Proposed Rezoning:</p> <p> LOCAL COMMERCIAL DISTRICT</p>	<p>Parcel Number(s):</p> <p>030060006</p> <p>Acreage:</p> <p>27.35</p>	<p>Legend</p> <p> PROPOSED REZONE SITE</p> <p>Existing Zoning</p> <p> GENERAL AGRICULTURE DISTRICT</p> <p> LOCAL COMMERCIAL DISTRICT</p> <p> SINGLE FAMILY RESIDENTIAL DISTRICT</p> <p> TWO-FAMILY RESIDENTIAL DISTRICT</p> <p> MULTI-FAMILY RESIDENTIAL DISTRICT</p> <p> INDUSTRIAL DISTRICT</p>
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PLAN COMMISSION MEETING:
ACTION TYPE:

July 15, 2025
Legislative and Quasi-Judicial

AGENDA ITEM #: 8a
(For Approval/Denial)



"In the Spirit of Town Government"

AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors
From: Michael J.D. Brown, Administrator
Date: July 15, 2025
RE: Schmalz Landscaping Rezoning and Special Exception

SUMMARY: Nick Schmalz, applicant, has applied for rezoning and Special Exception on behalf of Joe Berghuis, owner, to develop Parcel 030060006 for Schmalz Landscaping. In 2024 the applicant purchased a number of adjacent properties with the intent to expand Schmalz Landscaping. The Town approved a rezoning and Special Exception to develop the land.

Since then, the applicant has evaluated other options and is now requesting to shift his plans to the west to Parcel 030060006 (see attached plan). The applicant is requesting to rezone parcel from AGD General Agriculture to CL Local Commercial as well as a Special Exception approval for agriculture and outdoor storage per Table 525-31.1 of the Zoning Ordinance.

At the May 13, 2025 Plan Commission meeting the applicant discussed his concept plan. Many of the original conditions from the original Special Exception approval will be incorporated into the new approval. The Commission did request some modifications to the new plan. The Commission asked for either a berm with landscaping similar to the original proposal around the perimeter of the project or a 200-foot setback. The applicant has provided a 200-foot setback from the existing residential land uses.

REZONING: The request to rezone Parcel 030060006 from AGD General Agriculture to CL Local Commercial must be found to be consistent with the [Comprehensive Plan](#) per State Statute. The property falls within the Short-Term Mixed-Use Residential District as well as the Commercial and Retail Service Hub.



SPECIAL EXCEPTION: Per Section [525-13](#) of the Zoning Ordinance Special Exceptions shall be granted if the Plan Commission and Town Board find the proposed uses meets the following conditions:

1. The establishment, maintenance, or operation of the special exception will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the community.
2. The special exception will not be injurious to the uses of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.
3. The proposed use will not create a look of clutter, garishness, glare, or create an obnoxious noise level, or would generate any other incompatibility with the surrounding neighborhood.
4. The impact of the use is furthering the purposes of this chapter or the purposes of the zoning district in which the use is proposed or the adopted Comprehensive Plan.
5. The establishment of the special exception will not impede the normal and orderly development and improvement of the surrounding property.
6. Adequate facilities, access roads, drainage, and/or necessary services will be provided.
7. Adequate measures have been or will be taken to provide ingress and egress designed as to minimize traffic congestion in the public streets.
8. If the special exception involves a public use or a use providing public utility service, such use or service shall meet a demonstrable public need and provide a public benefit.
9. The requirements of this chapter are met.
10. It is consistent with the Comprehensive Plan.

Prior to the granting of any special exception, the Plan Commission may recommend, and the Board may place such conditions and restrictions as is deemed necessary for the protection of the public interest and to secure compliance with the standards specified. The following link provides additional information for the Commission and Board to take into consideration when setting conditions
<https://ecode360.com/45294482>.

RECOMMENDED ACTION: The Board should discuss the proposals and if it finds they meet the conditions to rezone, the following motions may be made:

Rezoning: Motion to approve Resolution 2025-04.

###

Attachments:

1. Resolution 2025-04

STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

June 18 & 25, 2025
TOWN OF BUCHANAN
PLAN COMMISSION
NOTICE OF PUBLIC HEARING
FOR REZONING

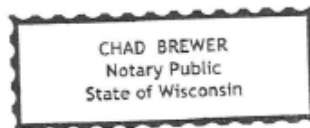
NOTICE IS HEREBY GIVEN, that the Town of Buchanan, WI has received an application to rezone Parcel 030060006 from AGD General Agriculture to CL Local Commercial.

PLEASE TAKE FURTHER NOTICE that a Public Hearing will be held in regard to the proposed rezoning at the regular meeting of the Plan Commission on Tuesday, July 8, 2025, at 7:00 p.m. at the Town of Buchanan Town Hall, N178 County Road N, Appleton, WI 54915.

Information regarding the rezoning is available for inspection at the Town of Buchanan Town Hall, N178 County Road N, Appleton, WI 54915 during regular office hours.

Michael Brown
Administrator

Posted: June 11, 2025 WNAJLP



Date: 7-1-25
Account #: _____
Auth.: _____

Laurie Hammen

being duly sworn doth depose and say that he/she is an authorized representative of the **TIMES-VILLAGER**, a weekly newspaper published by News Publishing Co., Inc. at **Kaukauna, Wisconsin, in Outagamie County**, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on:

06/18/2025
06/25/2025

SIGNED

DATED

Laurie A. Hammen
06/26/2025

[Signature]
Notary Public, State of Wisconsin

My Commission Expires

4/27/2027

of Lines 25

of Weeks Published 2

Publication Fee \$ 60.37

Proof of Publication \$ 1.00

Total \$ 61.37



"In the Spirit of Town Government"

**TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WI
MINUTES OF THE TOWN BOARD MEETING
TUESDAY, JULY 15, 2025 AT 6:55 P.M.
BUCHANAN TOWN HALL, N178 COUNTY RD N, APPLETON, WI 54915**

IMMEDIATELY FOLLOWING THE STORMWATER UTILITY MEETING

OPENING:

1. **CALL MEETING TO ORDER:** Meeting called to order by Chairperson Coenen at 6:55 p.m.
2. **PLEDGE OF ALLEGIANCE:** Pledge Recited.
3. **ROLL CALL & VERIFY PUBLIC NOTICE:** Public notice verified. Board Members present – Olson, Rottier, Knuppel, Meyer, and Coenen. Town officials present – Administrator Brown, Clerk/Treasurer Sieracki, Town Engineer Keen, and Fire Chief Mohr. Other members of the public were also in attendance.

PRESENTATIONS & PUBLIC FORUM:

4. PRESENTATIONS:

- a). Ehlers regarding Town Investments

Tami Olszewski from Ehlers gave a presentation on the Town Investments and a review of the portfolio.

The Board asked several questions on the presentation.

5. PUBLIC HEARINGS:

- a). Preliminary Resolution 2025-01 Declaring Intent to Exercise Special Assessments and Engineer's Report for Stoney Brook Rd.

Motion by Rottier/Meyer to open the public hearing. Motion carried 5 to 0 by voice vote.

Coenen called for comments favoring the Preliminary Resolution 2025-01 Declaring Intent to Exercise Special Assessment and Engineer's Report for Stoney Brook Rd.: No one spoke in favor of the Preliminary Resolution.

Coenen called for comments opposing the Preliminary Resolution 2025-01 Declaring Intent to Exercise Special Assessment and Engineer's Report for Stoney Brook Rd.: No one spoke opposing the Preliminary Resolution.

Motion by Rottier/Meyer to close the public hearing. Motion carried 5 to 0 by voice vote.

6. PUBLIC COMMENT FORUM:

- Dave Schmalz, 1445 McMahon Rd, Neenah stated that he is representing McMahon and Associates. He is in support of all three items on the agenda and can answer any questions.
- Nick Schmalz, W2484 County Rd KK, Appleton stated that a correction was made to the plan and an update was sent over. They will be putting a covered structure over the soil and have it screened with evergreens.
- Mike Bongers, W2187 Block Rd, Kaukauna stated that he lives north of the Schmalz property and has been following this development as both him and his brother properties are adjacent to these parcels. He knew the land behind them would not stay a farm field forever and wants to make sure that it's developed in a way that it enhances the town. That it helps increase property values and not be an eye sour. He thanked Michael and the Plan Commissioner members for their efforts with this project. He realizes the amount of effort to design a concept plan from just lines to something that will satisfy the town, along with the county and state requirements. He stated that it will take a lot of work by many to see this project through. He feels the Town will follow through with what they said to make this project a pleasure to the town.

TOWN BOARD BUSINESS AGENDA:

7. CONSENT AGENDA:

- a). Approval of the Minutes of the June 24, 2025 Town Board Meeting.
- b). Approval of June 2025 Treasurer Statement & Approve Bills.
- c). Operator's Licenses with No Applicable Violations per Town Policy.
- d). Law Enforcement – Monthly/Quarterly Update on Town Law Enforcement Activities.
- e). Fire, EMS & Emergency Management - Report on Fire, EMS & Emergency Management Activities.
- f). Town Engineer – Update on Town Engineer Activities.
 - i. Contract A-25 Roadway Construction
 - i. Eisenhower Drive Multi-Use Trail -TAP Grant
 - ii. Contract B-25 Oakridge Dr. and Main St. Pond Trail Paving
 - iii. Buchanan Road-Block Road Intersection – Preliminary Engineering Study
 - iv. Eisenhower Drive – Culvert Replacement
 - v. Warranty Review Items
- g). Clerk/Treasurer Report on Clerk/Treasurer Activities.
 - i. Board of Review Reminder
- h). Town Administrator Report on Administrative Activities.
 - i. Major Project Update
 - ii. Darboy Sanitary District Minutes

Motion by Knuppel/Rottier to approve the consent agenda as presented. Motion carried 5 to 0 by voice vote.

8. PLAN COMMISSION ITEMS FOR DISCUSSION & POSSIBLE ACTION:

- a). Resolution 2025-04 Rezoning Parcel 030060006 from AGD General Agriculture to CL Local Commercial – For Approval/Denial.

Administrator Brown reviewed all three items for Schmalz Landscaping. He mentioned some tweaks were made to Resolution 2025-05 at the Plan Commission meeting.

The Board discussed.

Motion by Meyer/Knuppel to approve Resolution 2025-04. Olson: Aye, Knuppel: Aye, Coenen: Aye, Meyer: Aye, Rottier: Aye. Motion carried 5 to 0 by roll call vote.

- b). Resolution 2025-05 Special Exception for Agriculture and Outdoor Storage for Schmalz Landscaping – For Approval/Denial.

Administrator Brown stated that neither the spoils and snow pile will be located at the new location as they will stay on the current site.

Motion by Meyer/Rottier to approve Resolution 2025-05.

After the motion and before the vote:

Motion by Rottier/Knuppel to suspend the rules to allow Nick Schmalz to speak. Motion carried 5 to 0 by voice vote.

Mr. Schmalz stated that he needs to have the snow pile as removing snow is part of his business. He plans to take care of the spoils pile correctly.

The Board discussed.

Olson: Aye, Knuppel: Aye, Coenen: Aye, Meyer: Aye, Rottier: Aye. Motion carried 5 to 0 by roll call vote.

- c). Schmalz Certified Survey Map Parcels 030060006, 030060100, 030060101, 030063000 and 030060200 – For Approval/Denial.

Motion by Meyer/Knuppel to approve the CSM. Motion carried 5 to 0 by voice vote.

9. UNFINISHED BUSINESS FOR DISCUSSION & POSSIBLE ACTION:

- a). Capital Improvement Plan (CIP) – For Discussion Only.

Administrator Brown reviewed the different options for the Capital Improvement Plan. They discussed Block Road and moving it up on the CIP schedule. He also reviewed the traffic counts.

Engineer Keen helped answer several questions.

The Board discussed the following: CIP/Spending, Block Rd, and Cost Sharing with Combined Locks on the DeBruin Rd/Block Rd project. They discussed safety issues and the condition of several roads.

They discussed going with the accelerated plan and moving parts of Block Rd.

- b). Memorandum of Understanding with the Kaukauna Area School District regarding Construction Access to Speedway Lane – For Approval/Denial.

Administrator Brown stated that the Board discussed this at the June 24, 2025 meeting. He is bringing the MOU to the Board for approval.

Motion by Knuppel/Meyer to approve the Memorandum of Understanding with the Kaukauna Area School District for construction access to Speedway Lane. Motion carried 5 to 0 by voice vote.

10. NEW BUSINESS FOR DISCUSSION & POSSIBLE ACTION:

- a). Outagamie Road Intergovernmental Agreement – For Approval/Denial.

Administrator Brown reviewed the Outagamie Road Intergovernmental Agreement.

The Board discussed.

Motion by Meyer/Rottier to approve the Intergovernmental Agreement with the Town of Holland regarding Outagamie Road Jurisdiction. Motion carried 5 to 0 by voice vote.

- b). Fire Building Repairs – For Approval/Denial.

Fire Chief Mohr stated that the fire department needs some repairs. Since these are unbudgeted he is looking for Board approval.

The Board discussed.

Motion by Knuppel/Meyer to approve contracting P&K Flatwork Inc for the firehouse drain removal and replacement in the amount of \$15,303.00. Motion carried 5 to 0 by voice vote.

Motion by Knuppel/Meyer to approve contracting Seven Oaks HD LLC for the addition of safety bollards in the amount of \$4,495.00. Motion carried 5 to 0 by voice vote.

Motion by Knuppel/Meyer to approve the contracting of Great Lakes Roofing Corporation for the roof repairs in the amount of \$4,000 to \$4,500.00. Motion carried 5 to 0 by voice vote.

- c). Resolution 2025-02 Authorizing Exercise of Special Assessment Police Powers Under Section 66.0703(1)(b) Wis. Stats. For Public Improvements to properties on Stoney Brook Rd. – For Approval/Denial.

Administrator Brown reviewed the Resolution 2025-02.

The Board discussed.

Motion by Rottier/Meyer to approve Resolution 2025-02. Olson: Aye, Knuppel: Aye, Coenen: Aye, Meyer: Aye, Rottier: Aye. Motion carried 5 to 0 by roll call vote.

d). Eisenhower Trail Updated Letter of Authorization – For Approval/Denial.

Administrator Brown reviewed the project and updated the Board on the DOT requirements.

Engineer Keen reviewed the Eisenhower Trail Updated Letter of Authorization to redesign the plans, if needed.

The Board discussed.

Motion by Rottier/Knuppel to approve the Eisenhower Trail Updated Letter of Authorization at a cost not to exceed \$15,000. Motion carried 5 to 0 by voice vote.

e). Hickory Park Master Plan Letter of Authorization – For Approval/Denial.

Administrator Brown stated that the Park Committee is looking to get a grant to help with Hickory Park upgrade.

Engineer Keen reviewed the Hickory Park Master Plan Letter of Authorization.

The Board discussed.

Motion by Knuppel/Meyer to approve the Hickory Park Master Plan Letter of Authorization at a cost not to exceed \$9,600. Motion carried 5 to 0 by voice vote.

f). Request for Proposal for Referendum Consultant – For Approval/Denial.

Administrator Brown reviewed the process for a Request for Proposal for a Referendum Consultant he stated they would pick the best three to interview and would keep the interviews to 30 minutes.

Chairperson Coenen stated he didn't think the referendum was a good idea but he would see what the study showed. Both Supervisors Meyer and Rottier were discussing the issue when Supervisor Olson called the question.

Motion by Olson/Knuppel to call the question. Motion carried 3 to 2 by voice vote with Rottier dissenting and Coenen abstaining.

Motion by Meyer/Olson to approve the Request for Proposal and to set interviews for August 19, 2025 at 4:30 pm. Motion carried 5 to 0 by voice vote.

g). Block/Buchanan Rd Preliminary Engineering Drainage Study – For Discussion Only.

Engineer Keen reviewed the Block/Buchanan Rd Preliminary Engineering Drainage Study. Keen reviewed the Pros and Cons of each option.

The Board discussed and gave direction to move forward with budgeting for this project.

11. CLOSED SESSION: NONE

CLOSING:

- 12. FUTURE AGENDA ITEMS** – *The next regularly scheduled meeting is August 19, 2025 at 6:00 pm or immediately following the Stormwater Utility meeting. Meeting agenda/discussion items and possible action on future Town Board agenda, including specific items for inclusion on or exclusion from a future agenda includes the Eisenhower Trail update.*

- 13. ADJOURNMENT:** *Motion made to adjourn at 9:45 p.m. by Knuppel/Meyer. Motion carried 5 to 0.*

Other Future Meetings:

August 12, 2025 Parks Committee Meeting 5:30 p.m.

August 12, 2025 Plan Commission Meeting 7:00 p.m.

August 13, 2025 Board of Review Meeting 4:30 p.m. – 6:30 p.m.

August 19, 2025 Stormwater Utility Meeting 6:00 p.m. (if needed)

Cynthia Sieracki, Clerk
Drafted: July 16, 2025

DRAFT

ORDINANCE NO.: Z-8—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

AN ORDINANCE TO AMEND THE OUTAGAMIE COUNTY ZONING ORDINANCE.

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

Outagamie County Development and Land Services Staff Rezoning Review recommends approval. Agriculture, Extension Education, Zoning and Land Conservation Committee recommends approval.

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

BE IT ORDAINED, that the Outagamie County Board of Supervisors does recommend adoption of the petition of Craig Romenesko, applicant on behalf of KFS LLC, owner, to rezone parcel 040077600 from the AGD General Agriculture District to the CL Local Commercial District. The location of the site is Southwest of the intersection of County Road O and County Road A, Town of Center, Outagamie County, WI, as depicted on the attached review and map, which by reference are made a part hereof, and

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

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

Dated this ____ day of September, 2025.

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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: August 11, 2025
RE: PL202500335 - Rezoning - County Review & Recommendation

Application Details:

Applicant: Craig Romenesko, Applicant on behalf of KFS LLC (owner)
Request: County rezone from AGD General Agriculture to CL Local Commercial
Parcel(s): 040077600 (Subject Property)
Location: LOT 1 CSM 8805
TOWN OF CENTER
Public Hearing: August 26, 2025- 09:00 AM

Background & Analysis:

The applicant is requesting a rezone of the subject property (1.24 acres) from the AGD General Agriculture District to the CL Local Commercial District. The existing use of the property is a Tavern and Restaurant (Kountry Bar), which is considered a Special Exception use per Sec 54-130 (12) of the Outagamie County Code of Ordinances (OCCO). The property was previously granted a Variance to the right-of-way setback of County Highway A and County Highway O in 1988, as well as a Special Exception permit for an addition to the principal structure in 2021.

A Tavern and Restaurant is a permitted use in the Local Commercial District per Sec 54-233 (4) of the OCCO. A rezone to the Local Commercial District would allow the existing use to become a permitted use rather than a special exception use, thus allowing future additions to be permitted by right, within the bounds of the dimensional standards of the OCCO.

The table below shows the existing land uses and zoning districts surrounding the subject property

Area Adjacent to Subject Site	Existing Zoning District	Existing Land Use
North	Local Commercial/General Agriculture	Parking Lot/Agriculture
South	General Agriculture	Rural Residential
East	General Agriculture	Non-Metallic Mining
West	General Agriculture	Rural Residential

The property contains hydric soils. Any future expansions or additions would need to address the potential for wetlands on the site. No other environmental hazards exist.

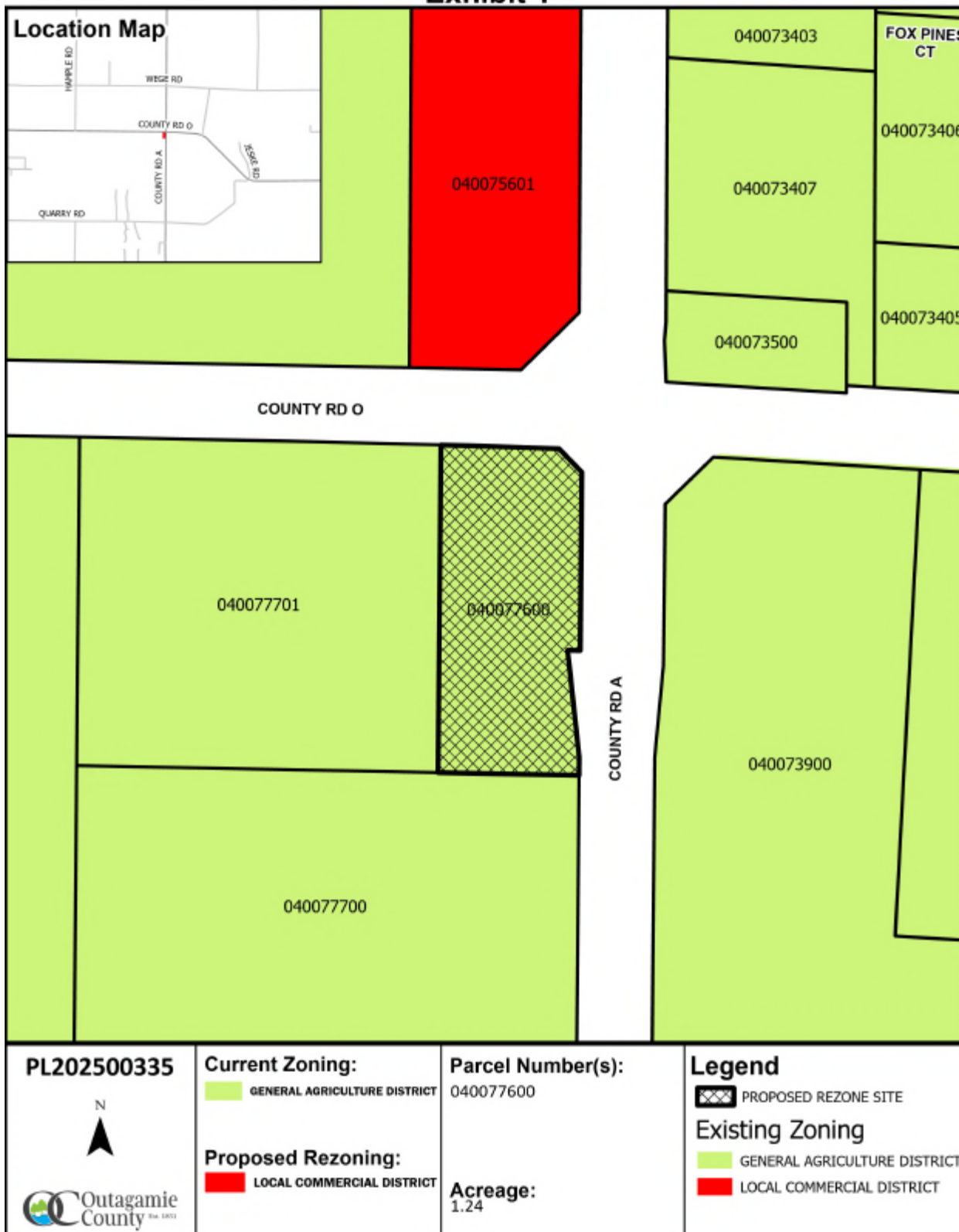
The Town of Center reviewed this proposal at their June 9, 2025 Town Board meeting and recommended approval unanimously with no additional comments.

Outagamie County administers general zoning for the Town of Center, and the County is statutorily obligated to document consistency with the County Comprehensive Plan, pursuant to Sec. 66.1001(3) Wis. Stats. The subject property is located within the Town Center/Highway Mixed Use designation of the Outagamie County Comprehensive Plan. Typical land uses for this designation include small-scale commercial retail and restaurants, as well as multiple types of housing. A tavern and restaurant use would fit under this designation. As such, County staff has identified the proposed rezone from AGD to CL as consistent with the Outagamie County Comprehensive Plan.

Staff Recommendation:

Based on our review and the above analysis of this proposed Rezoning - County, Staff recommends: **Approval** of the proposed rezoning of parcel 040077600 from the AGD General Agriculture District to the CL Local Commercial District.

Exhibit 1



Document #: 2329788

MAP # 8805

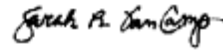
Date: 03-08-2025 Time: 2:40 PM

Pages: 5 Fee: \$30.00

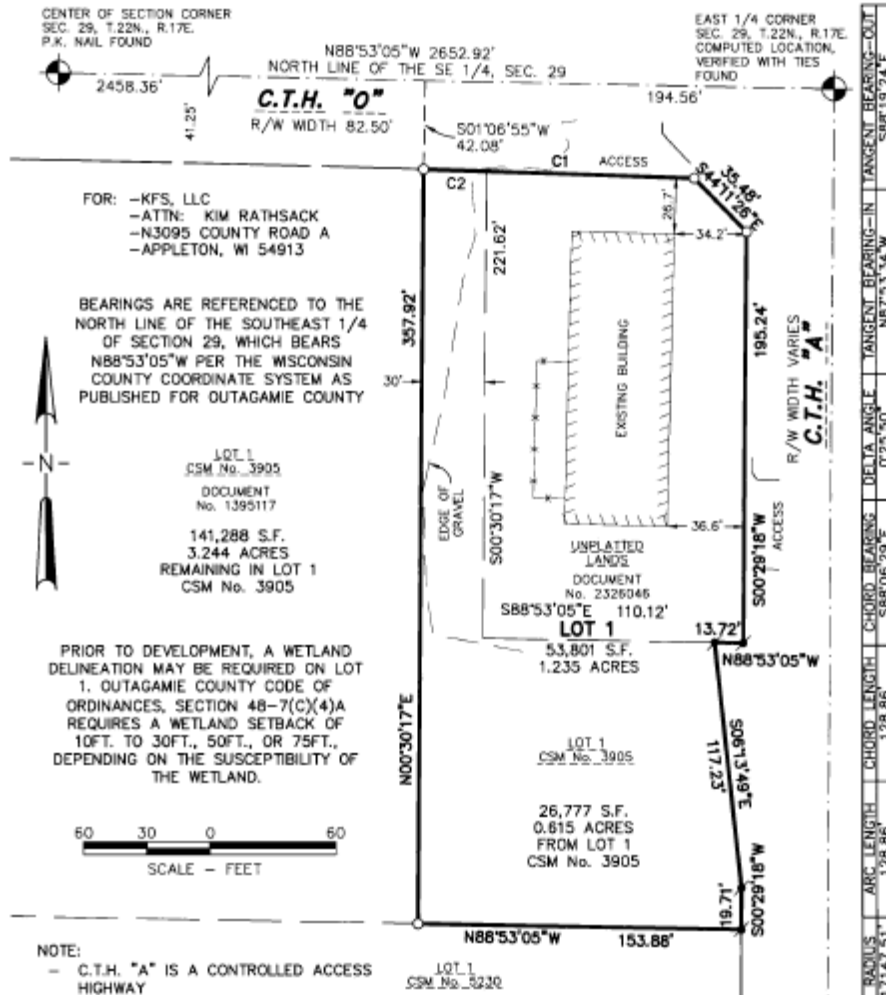
County: OUTAGAMIE COUNTY State: WI

CERTIFIED SURVEY MAP SHEET 1 OF 5

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 3905, RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3905, AS DOCUMENT No. 1385209, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 22 NORTH, RANGE 17 EAST, TOWN OF CENTER, OUTAGAMIE COUNTY, WISCONSIN



SARAH R. VAN CAMP, REGISTER OF DEEDS
Return via MAIL (REGULAR)
MCMAHON ASSOCIATES INC



11-21-2024

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM
DRAFTED BY: Corey W. Kalkofen

MAP # 8805

CERTIFIED SURVEY MAP

SHEET 2 OF 5

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 3905, RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3905, AS DOCUMENT No. 1385209, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 22 NORTH, RANGE 17 EAST, TOWN OF CENTER, OUTAGAMIE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE


I, Corey W. Kalkofen, Wisconsin Professional Land Surveyor S-2726, certify that I have surveyed, divided and mapped a part of Lot 1 of Certified Survey Map No. 3905, recorded in Volume 21 of Certified Survey Maps on Page 3905, as Document No. 1385209, located in the Northeast 1/4 of the Southeast 1/4 and Unplatted Lands being a part of the Northeast 1/4 of the Southeast 1/4, all in Section 29, Township 22 North, Range 17 East, Town of Center, Outagamie County, Wisconsin containing 53,801 square feet (1.235 acres) of land and more fully described as follows:

Commencing at the East 1/4 corner of said Section 29; thence N88°53'05"W, 194.56 feet along the North line of the Southeast 1/4 of said Section 29; thence S01°06'55"W, 42.08 feet to the South right-of-way line of C.T.H. "O" and the start of a 17,147.51 foot radius curve to the right, also being the Point of Beginning; thence 128.86 feet along said South right-of-way line and said curve having a 128.86 foot chord which bears S88°06'29"E; thence S44°11'26"E, 35.48 feet to the West right-of-way line of C.T.H. "A"; thence S00°29'18"W, 195.24 feet along said West right-of-way line; thence N88°53'05"W, 13.72 feet along said West right-of-way line; thence S06°13'49"E, 117.23 feet along said West right-of-way line; thence S00°29'18"W, 19.71 feet along said West right-of-way line to the Southeast corner of said Lot 1 of Certified Survey Map No. 3905; thence N88°53'05"W, 153.88 feet along the South line of said Lot 1; thence N00°30'17"E, 357.92 feet to the Point of Beginning.

That I have made this survey by the direction of the Owner(s) of said Land.

I further certify that this map is a correct representation of all exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes, the Outagamie County and Town of Center Subdivision Ordinances in surveying, dividing and mapping the same.

Dated this 21st day of November, 2024


Corey W. Kalkofen, S-2726
Wisconsin Professional Land Surveyor



CERTIFIED SURVEY MAP

SHEET 3 OF 5

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 3905, RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3905, AS DOCUMENT No. 1385209, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 22 NORTH, RANGE 17 EAST, TOWN OF CENTER, OUTAGAMIE COUNTY, WISCONSIN

TOWN OF CENTER APPROVAL:

This Certified Survey Map in the Town of Center, is hereby approved as surveyed and mapped by the Town of Center, Outagamie County, Wisconsin.

Dated this 14th day of October, 2024.

Gary Timm
Gary Timm, Town Chairperson

Amy L Olson
Amy Olson, Town Clerk

CERTIFICATE OF TOWN TREASURER:

I, being the duly elected, qualified and acting Town Treasurer, do hereby certify that in accordance with the records in my office there are no unpaid taxes or unpaid special assessments on any of the lands included in this Certified Survey Map.

Amy L Olson
Amy Olson, Town Treasurer

11/27/24
Date

CERTIFICATE OF COUNTY TREASURER:

I, being the duly elected, qualified and acting County Treasurer, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments on any of the lands included in this Certified Survey Map.

Shirley Brown Deputy 1-8-25
County Treasurer Date

Shirley Brown
Printed Name

CERTIFICATE OF DEVELOPMENT & LAND SERVICES DEPARTMENT

This Certified Survey Map has been reviewed by the Outagamie County Development & Land Services Department on the 4 day of January, 2025

[Signature]
Outagamie County Development & Land Services Department

NOTES

—THIS CSM IS PART OF TAX PARCEL NO. 040077701 AND ALL OF TAX PARCEL NO. 040077600.

—THE PROPERTY OWNERS OF RECORD ARE RICHARD J. & JATAME F. SCHABO AND KFS, LLC.

—THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NOS. 1395117 & 2326046.



MAP # 8805

CERTIFIED SURVEY MAP

SHEET 4 OF 5

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 3905, RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3905, AS DOCUMENT No. 1385209, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 22 NORTH, RANGE 17 EAST, TOWN OF CENTER, OUTAGAMIE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Richard J. & Jatame F. Schabo, as Owners of Tax Parcel No. 040077701, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval:

Town of Center

Outagamie County

Dated this 31 day of December, 2024.

Richard J. Schabo
Richard J. Schabo

Jatame F. Schabo
Jatame F. Schabo

State of Wisconsin)

)ss
Colunet County)

Personally appeared before me on the 31 day of December, 2024, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Debra A. Roberts
Notary Public
Colunet County, Wisconsin
My commission expires May 4, 2026



MAP # 8805

CERTIFIED SURVEY MAP

SHEET 5 OF 5

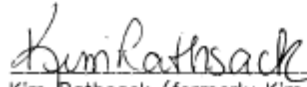
A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 3905, RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3905, AS DOCUMENT No. 1385209, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 22 NORTH, RANGE 17 EAST, TOWN OF CENTER, OUTAGAMIE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

KFS, LLC, a Wisconsin Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, As Owner(s) of Tax Parcel No 040077600, I/We hereby certify that I/we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map. I/We also hereby certify that this Certified Survey Map is required by s. 236.10 or s. 236.12 to be submitted to the following for approval:

Town of Center

Outagamie County

Dated this 4th day of December, 2024



Kim Rathsock (formerly Kim Geise)
Authorized Representative
of KFS, LLC



State of Wisconsin)

)ss
Outagamie County)

Personally appeared before me on the 4th day of
December, 2024, the above named person(s)
to me known to be the person(s) who executed the foregoing
instrument, and acknowledged the same.


Notary PublicOutagamie County, _____My commission expires August 31, 2027
11-21-2024

RESOLUTION NO.: 69—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The federal budget reconciliation package enacted in July of 2025, makes changes
2 to the SNAP (FoodShare) program that would reduce federal costs and significantly
3 impact county-administered services. These changes extend SNAP work
4 requirements to individuals up to age 64, lower the child age threshold for parent
5 exemptions, and eliminate waivers for areas with high unemployment, thereby
6 increasing referrals to the FoodShare Employment and Training (FSET) program
7 and workload for county human service departments.

8 The legislation requires states to contribute a minimum of 5% toward the cost of
9 SNAP benefits if their error rate is 6% or higher, facing penalty funding of between
10 5% and 15% of total SNAP costs. Wisconsin's current SNAP payment error rate
11 is 4.47%, but without additional investment in eligibility and administrative
12 systems, heightened workloads could push the state above the 6% threshold,
13 triggering significant penalties. If Wisconsin's error rate reaches 6% on or after
14 October 1, 2027, the state's 5% cost share would be approximately \$69 million
15 annually, with potential penalty payments increasing the state's financial burden—
16 costs that could ultimately cascade down to counties.

17 The SNAP administrative match rate for Income Maintenance (IM) activities has
18 been reduced from the previous 50% federal / 50% state-local to 25% federal / 75%
19 state-local, substantially reducing federal revenue available to counties to
20 administer SNAP. The reduction in administrative funds could lead to a reduction
21 in IM staff, which could result in an increased payment error rate. County IM
22 administrative costs are approximately \$123 million annually, with SNAP-related
23 workload accounting for about \$49 million of those costs. The new administrative
24 match rate results in an estimated \$17 million annual loss in SNAP administrative
25 funding to counties.

26 These federal cuts result from shifting the benefit and administrative costs to states
27 and counties (reducing resources available for local administration), tightening
28 work requirements (increasing county workload), and penalizing minor payment
29 errors (resulting in more cost to the states).

30 Counties operate under state-imposed property tax levy limits, restricting their
31 ability to offset such funding losses without additional state or federal relief.

32
33 NOW THEREFORE, the undersigned members of the Health and Human Services

34 Committee recommend adoption of the following resolution.

BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby urges the State of Wisconsin to provide funding to offset the county fiscal impact caused by the enacted federal SNAP changes, and to work with counties to ensure adequate resources for the administration of FoodShare and related programs; and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Health and Human Services Director, the Governor of the State of Wisconsin, the Wisconsin Counties Association, the Wisconsin County Human Service Association, and the Wisconsin State Legislature.

Dated this ____ day of September 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

RESOLUTION NO.: 70—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

In 2024 and 2025, Outagamie County partnered with a coalition of local stakeholders—including the City of Appleton, the Town of Grand Chute, and the East Central Wisconsin Regional Planning Commission—to undertake a planning process to reimagine and revitalize the West College Avenue corridor (STH 125). The corridor is an approximately 2.5-mile segment between the Fox River Mall (Mall Drive) and downtown Appleton (Richmond Street/STH 47). This initiative, known as *A NEW Avenue*, was driven by a desire to create a more vibrant, connected and safe gateway into the Fox Cities along College Avenue.

The planning process was rooted in community engagement and informed by analysis of economic, demographic, land use, and transportation data. The resulting visioning document outlines a strategic framework designed to guide future redevelopment and investment along the corridor. Central to this plan are four transformative elements:

- Redevelop the transportation network to improve safety for all roadway users.
- Build a distinct district identity to foster community pride and cohesion.
- Integrate green spaces to promote quality of life and environmental stewardship.
- Transform underutilized or neglected areas to unlock long-term economic potential.

The *A NEW Avenue* vision is aligned with the guiding principles, goals, and recommendations of *The Shared Path Forward*, Outagamie County’s Comprehensive Plan. In particular, *A NEW Avenue* furthers goals related to integrated land use and transportation, intergovernmental cooperation, and proactive planning. The vision also advances Recommendation 4.10 of the comprehensive plan, which aims to encourage WisDOT to prioritize reconstruction and urbanization of STH 125, incorporating multimodal accommodations and infrastructure improvements to modernize the corridor.

Outagamie County, the City of Appleton, and the Town of Grand Chute now seek the support of their respective elected officials in endorsing this shared vision for the future of West College Avenue.

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

BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby support *A NEW Avenue* and the attached vision document for the West College Avenue corridor which by reference is made a part hereof, and affirms its alignment with the County’s Comprehensive Plan, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a certified copy of this resolution to the Outagamie County Development and Land Services Director, the Outagamie County Development and Land Services Deputy Director, the Outagamie County Highway Commissioner, the Outagamie County Deputy Highway Commissioner, and the Outagamie County Highway Engineer.

Dated this ____ day of September, 2025

Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jayson Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson County Clerk

Approved: _____ Vetoed: _____

Signed: _____
County Executive



ACKNOWLEDGEMENTS



THANK YOU to the many organizations that make up the A NEW Avenue Coalition. Your collaboration, expertise, and resources have been essential to shaping a unified vision for W College Avenue.

We also extend our gratitude to the community members who generously contributed their time and insights during the engagement process. We are excited to reflect community input in the future development of this area.

Thank you to Smart Growth America and the Robert Wood Johnson Foundation, through the Community Connector program, for the grant supporting this work.

A special thank you to Showcase Communications for their exceptional work in capturing the spirit of the project and translating that into project branding that will carry into future phases of work.

Another sincere thank you to the incredible local artists—Ally Wilber, Dean Wydeven, ellis jake solie studio, Neo and Valerie Medina of Someday Studios, and Rob Neilson—who generously shared their time and creativity to help us imagine the possibilities for public art along College Avenue.



REIMAGINING A NEW AVENUE

West College Avenue, between the Fox River Mall area (Mall Drive) and downtown Appleton (Richmond Street), is a major corridor in the heart of the Fox Cities. Spanning approximately 2.5 miles, this corridor is far more than a roadway—it's a dynamic lifeline lined with businesses, dining options, residential neighborhoods, and community anchors. As a primary entrance into the Fox Cities for those arriving via Appleton International Airport or Interstate 41, it plays an integral role in shaping the community's identity and influencing first impressions of northeastern Wisconsin.

Despite its importance, W College Avenue (College Avenue) faces challenges that hinder its functionality and appeal. Safety issues, multimodal deficiencies, underutilized parcels of land, and an inconsistent streetscape present ongoing concerns.

The A NEW Avenue initiative is an effort to take a step toward addressing these concerns by revitalizing this important area—something that has been a long-standing goal for many in the region.

One of the challenges in making meaningful changes, however, lies in the complexity of jurisdictional oversight. Although commonly known as College Avenue, the corridor is officially State Highway 125 (WIS 125) and is owned and maintained by the Wisconsin Department of Transportation (WisDOT). It runs through both the Town of Grand Chute and the City of Appleton, within Outagamie County. With multiple agencies responsible for different aspects of the corridor, coordinating improvements has been difficult. Addressing transportation needs, land use, and design in a unified way requires collaboration among these stakeholders and the community at large.

With careful planning and cooperation, College Avenue can be improved to better serve residents, businesses, and visitors alike. Evaluating safety issues, making better use of available land, and creating a more welcoming environment can help strengthen the corridor's role in the region. The College Avenue corridor can become a more functional and inviting space for everyone who uses and travels through it.

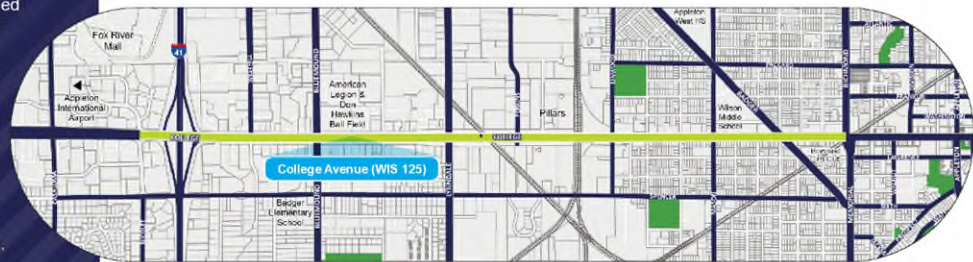
LOCATION:

About 2.5 miles, running from the Fox River Mall (Mall Drive) to downtown Appleton (Richmond Street) of West College Avenue, officially named Wisconsin State Highway 125 (WIS 125).

Key Entry Point to the Fox Cities from Appleton International Airport and Interstate 41.

Major Route through the Fox Cities lined with businesses, restaurants, homes, and community hubs.

This document serves as the **VISION** for future redevelopment and revitalization efforts. It provides a guiding framework for stakeholders to align their efforts and bring shared aspirations to life.



TAKING A STEP BACK:

WHAT IS DIVISIVE INFRASTRUCTURE AND WHY DOES IT MATTER?

Divisive infrastructure refers to physical structures—such as highways, railways, and overpasses—that disrupt neighborhoods and communities. These barriers can separate people from schools, workplaces, and other essential resources, making it harder to maintain social connections and access opportunities. Negative side effects like traffic congestion, noise, and air pollution often accompany such infrastructure, reducing quality of life for nearby residents.

Community members have expressed concerns about feeling unsafe using and navigating the corridor, particularly for non-drivers trying to cross the corridor and motorists attempting to access destinations off the main route. Additionally, the area's inconsistent design detracts from the overall experience of using it—sometimes creating a disorienting effect for drivers and visitors.



The diagram on the following page illustrates how certain transportation interventions can help to break up divisive infrastructure. Features such as pedestrian crosswalks, curb extensions, and refuge islands have the ability to reconnect communities separated by wide, high-speed roadways. These improvements create a safer, more predictable environment for everyone on the road.

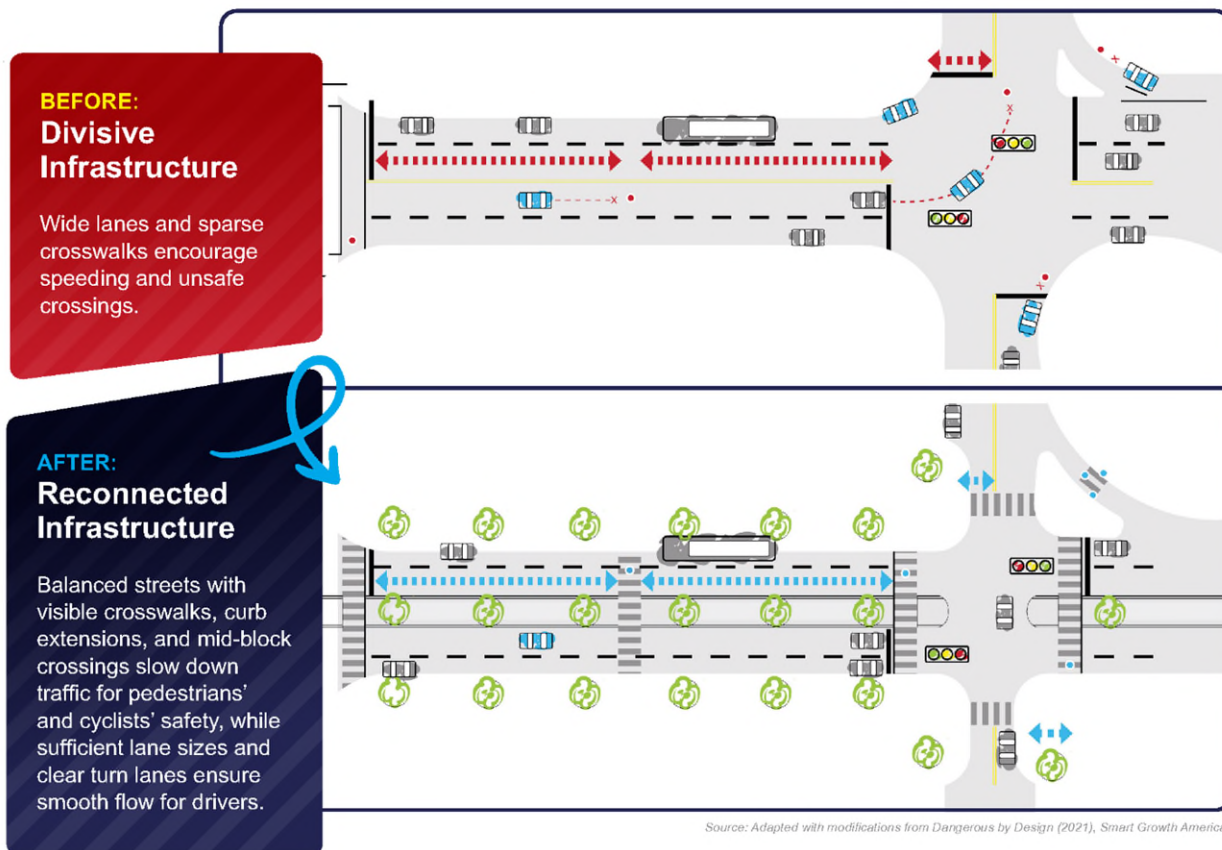


This aligns with what the A NEW Avenue initiative envisions: transforming the unsafe and disconnected College Avenue corridor into inclusive, well-designed spaces that better serve drivers, pedestrians, cyclists, and transit users.

College Avenue is an example of **DIVISIVE INFRASTRUCTURE** where roadway designs create barriers to connectivity, making it difficult and unsafe for pedestrians in our community. Addressing it has become a focal point of this project.













Source: Google Street View

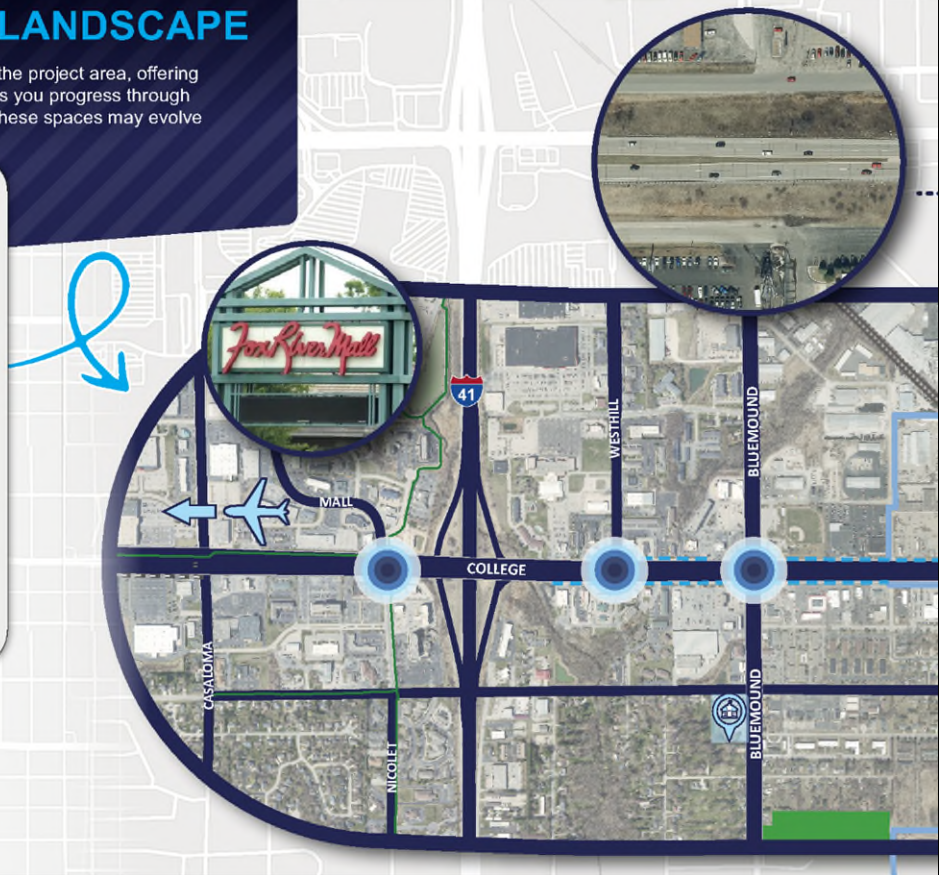


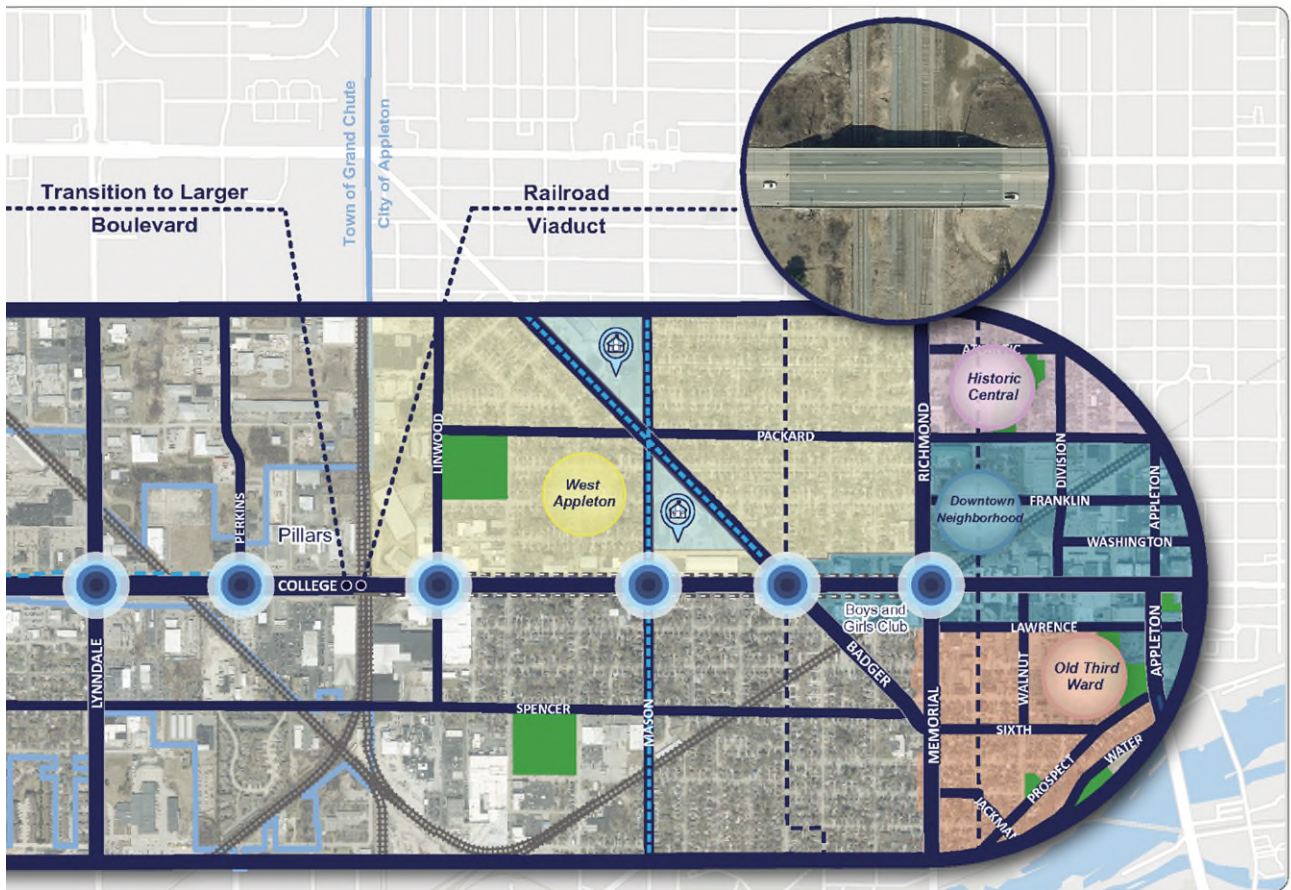
THE CURRENT LANDSCAPE

This map labels notable elements of the project area, offering a glimpse into its current character. As you progress through the document, you can explore how these spaces may evolve in the future.

LEGEND

-  Bike Lane
-  Bike Route
-  Major Roadway
-  Railroad
-  Sidewalk
-  Municipal Boundary
-  Key Intersection
-  Trail
-  School
-  Parks







**INSPIRED BY YOU:
ONE ROUTE, ENDLESS POSSIBILITIES**

Community members contributed ideas, concerns, and goals through pop-up activities (*shown here*), meetings and conversations, surveys, and interviews. Organizing this input was a dynamic coalition of government officials, regional stakeholders, and community service representatives who provided context and structure for the initiative. Collectively, these voices shaped the vision for College Avenue, encapsulated in these pages.





OPPORTUNITIES



Strong support from local residents and stakeholders, laying a solid foundation for planning and implementation



Ample available right-of-way, offering design flexibility and potential for a variety of public spaces and infrastructure



Proximity to major destinations including the Fox River Mall, downtown Appleton, and educational institutions, creating opportunities for increased foot traffic and economic/social activity



Potential for public investment to encourage private investment, attract new development, and spur economic growth



Growing interest in sustainable design and community-centered spaces, offering opportunities to incorporate eco-friendly infrastructure and civic areas that serve local needs

CHALLENGES



Coordinating across multiple authorities (local, county, state) with differing priorities, timelines, regulations, and resources



Balancing the diverse interests of numerous stakeholders, including residents, businesses, and service organizations



Managing redevelopment costs, which requires careful budgeting, funding strategies, and risk management to maintain feasibility



Addressing transportation safety concerns including accommodating the needs of motorists, pedestrians, cyclists, and transit users



Overcoming resistance to change or development, especially in areas where established community members or businesses may fear displacement or disruption



VISION: College Avenue is a welcoming part of the Fox Cities where people live, work, and come together. It connects neighborhoods and supports local businesses, offering safe and convenient access by foot, bike, bus, and car. As both a gateway and a destination, it's a place to travel through—and a place to stay.

The **VISION** for A NEW Avenue builds on seven goals and four focus areas. Together, these statements will guide us as we turn our vision for College Avenue into a reality.



SEVEN PROJECT GOALS



SAFETY

Enhance safety for all transportation users



CONNECTIVITY

Improve efficiency and movement between destinations and neighborhoods



ACCESSIBILITY

Ensure equitable access for all through inclusive infrastructure design



IDENTITY

Establish a distinct and welcoming identity for the corridor



PRIDE

Build pride and ownership among local residents and businesses



VITALITY

Boost economic growth and attract residents, visitors, and investments



INTENTIONALITY

Encourage infill and redevelopment to address urban gaps with community-aligned land uses

FOUR AREAS OF FOCUS

ELEMENTS



1

CREATING A PATH FOR EVERYONE

Upgrading Our Streets: Redesign the College Avenue right-of-way to improve safety, connectivity, and accessibility. Reconfigure the roadway, upgrade intersections, and integrate active transportation options.



2

DEFINING OUR ROOTS

Shaping Our Future: Build a distinct identity for College Ave. through branding, streetscape design, and public art to foster community pride and a welcoming entrance to the Fox Cities.



3

INTEGRATING GREEN SPACES

Building Great Places: Introduce features that enhance the environment, improve public health, and create spaces for relaxation and community gatherings.



4

TRANSFORMING COMMUNITIES

Sparkling Growth: Transform underutilized and neglected areas into flourishing spaces that grow the economy and benefit our local community.

ELEMENT

1

UPGRADING OUR STREETS
CREATING A PATH FOR EVERYONE

This element focuses on the need to redesign the College Avenue right-of-way to improve safety, connectivity, and accessibility. By reconfiguring the roadway, upgrading intersections, and integrating active transportation options, we will make travel easier for everyone—motorists, pedestrians, cyclists, and transit users. Improvements should better connect the immediate community to the region, ensuring everyone can safely and freely reach destinations, businesses, and neighborhoods.



RECOMMENDATIONS

An example of a well-designed boulevard, enhancing urban mobility and accessibility. The illustration depicts a 116-ft roadway within a 164-ft right-of-way.

Source: National Association of City Transportation Officials, Urban Street Design Guide

- 1 **Partner with WisDOT to Improve College Avenue.** Roadway enhancements will require WisDOT to prioritize and advance action, as they currently own and maintain the roadway. As part of a future partnership, explore project prioritization, costs, timelines, and funding and maintenance responsibilities.
- 2 **Design and Implement Complete Streets for All Users.** Prepare roadway reconstruction plans that support motorists, pedestrians, cyclists, and transit users.
- 3 **Upgrade Stormwater Management Facilities.** Replace open ditches with curbs and gutters and stormwater treatment features for better drainage and a cleaner, more polished look.
- 4 **Exceed Accessibility Standards.** Ensure all new infrastructure meets or exceeds ADA guidelines, so the corridor is safe and accessible for seniors and people with disabilities.

- Evaluate the number, width, and locations of travel and turning lanes to reduce congestion and manage speed.
- Evaluate the current frontage road system to identify opportunities to improve traffic operations, navigability, and access to destinations.
- Design improved intersections by considering features such as high-visibility crosswalks, street lighting, pedestrian signals, refuge islands, and traffic-calming measures.
- Prioritize people by considering features such as trails, bike lanes, wide sidewalks, covered bus stops, and traffic control infrastructure.

MAJOR TRANSPORTATION ELEMENTS OF CONCERN



INTERSTATE 41

Interstate 41 (I-41) acts as a barrier, separating destinations along the western end of College Avenue. The underpass is unsafe for pedestrians and cyclists as it lacks adequate infrastructure to ensure safe passage through this divide. The area also suffers from traffic congestion, particularly at the Mall Drive intersection (located less than 1,000-ft from the interstate) and for drivers accessing the I-41 ramps. Improvement plans should aim to reduce motorist congestion while enhancing both the underpass and its approaches, such as ramp terminal intersections, to create a seamless pathway for non-motorists.

I-41 AND
COLLEGE AVE
INTERSECTION



RAILROAD VIADUCT

The railroad viaduct (i.e., bridge/overpass) on College Avenue between Perkins Street and Linwood Avenue is widely regarded as hazardous and visually unappealing. The viaduct lacks dedicated sidewalks, putting people dangerously close to four lanes of traffic. Poor lighting and outdated fencing contribute to its neglected appearance and unsafe condition. The community expressed concerns that this infrastructure forces pedestrians to risk their safety by crossing the viaduct or resort to using "goat paths" beneath the bridge to illegally cross the railroad tracks directly.

THE VIADUCT ON
COLLEGE AVE



Source: Google Street View

KEY INTERSECTIONS OF CONCERN



WESTHILL BOULEVARD/KOOLS STREET, BLUEMOUND DRIVE, AND LYNNDALE DRIVE INTERSECTIONS

These intersections in **Grand Chute** connect popular businesses and provide passage from **College Avenue** into the surrounding community. However, community members highlight persistent issues: heavy congestion, missing crosswalks, confusing layouts, and poor visibility. Ongoing safety concerns are underscored by a pattern of recurring crashes, with a portion of them also involving pedestrians and cyclists.



PERKINS STREET INTERSECTION

At the **Perkins Street** intersection, there are popular Valley Transit bus stops. Many people attempt to cross **College Avenue** from these bus stops to reach the **Pillars Adult Shelter** (north of College Avenue) and the **Pillars Resource Center** (south of College Avenue). Crossing is hazardous due to high traffic volumes and lack of existing crosswalks.

Additionally, despite their popularity, the transit stops here consist only of a sign on a pole, with no seating or shelter from weather conditions. The area becomes slippery in rain and snow, and ADA accessibility features are absent. Motorists must remain extra vigilant to navigate these challenges too, as the lack of visible infrastructure heightens risk of crashes.

**BADGER AVE/STORY ST
INTERSECTION**

This intersection is a key connection between neighborhoods and businesses near **downtown Appleton**, but it is widely considered unsafe and difficult to navigate. Pedestrians face significant risks, with community members indicating that drivers ignore walk signals. Blocked bike lanes during school bus pickups and the complex five-way street layout further contribute to safety hazards. This intersection necessitates special attention to ensure our community's youth accessing the **Boys and Girls Club, Wilson Middle School, and Appleton West High School** can travel to these destinations comfortably, efficiently, and safely.



**BADGER AVE/
STORY ST AND
COLLEGE AVENUE
INTERSECTION**

SAFETY CONCERNS AT INTERSECTIONS

Community feedback underscores challenges at intersections along **College Avenue**, where pedestrians and motorists alike face dangerous conditions. Pedestrians struggle to cross **College Avenue** due to missing crosswalks and wide roadways, often leaving them stranded in the middle of the street without a safe refuge island. Highlighting the risks for vulnerable groups, one resident shared, *"It's dangerous having kids cross Badger... many close calls this year."*

Motorists also encounter serious issues. A daily commuter on **Badger Avenue** reported, *"I travel Badger every morning for work and almost get into an accident every single day on my motorcycle and even my truck because people turn without looking."* Navigation is further complicated by confusing layouts, especially at intersections with frontage roads, which one resident described as *"confusing/dangerous."* Traffic patterns add to the frustration, with a community member noting, *"The Westhill/Kools intersection is horrendous for nearly two-thirds of the day,"* while another called out *"frustrating traffic congestion and wacky traffic patterns and intersections."*

Turning at major intersections is particularly challenging. One driver explained, *"Every day I plan out my drive to work to avoid a left-hand turn. It is so hard to see traffic coming when someone else is in the turn lane."* Residents emphasized the need for better traffic flow, with one suggesting, there are *"Not enough green arrow lights at intersections; they should be at all intersections and be long enough to allow multiple cars to turn off College to side streets, especially at Bluemound and Lynndale."*

Local law enforcement echoes these concerns, noting that poor intersection design contributes to speeding and crashes.

A SAFER FUTURE: COMMUNITY-DRIVEN SOLUTIONS

In response to intersection challenges, the community has proposed a range of solutions to enhance both traffic flow and safety including the installation of crosswalks, roundabouts, and pedestrian bridges or tunnels at high-volume intersections. Some recommend installing flashing beacons, traffic lights with countdown timers, and audible signals to assist pedestrians crossing the corridor. Motorists indicated they would benefit from better-timed traffic signals and improved turning opportunities.

CORRIDOR-WIDE FEATURES OF CONCERN

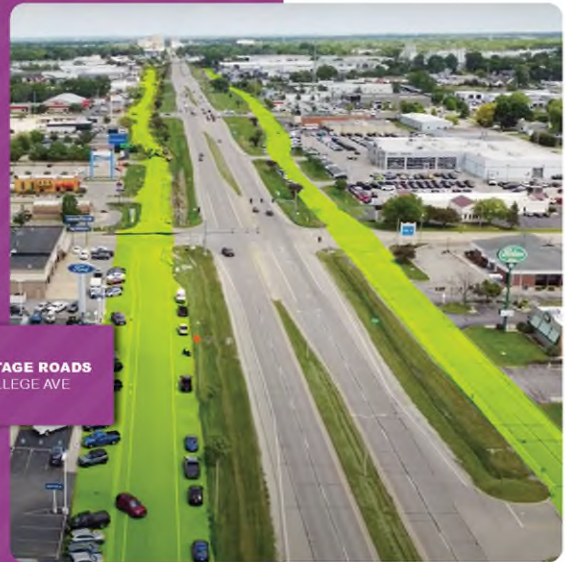
FRONTAGE ROADS

Frontage roads are lower-volume roadways that run parallel to highways, like **College Avenue**, to connect properties that the highway would otherwise block or limit access to. Along both sides of **College Avenue**, frontage roads (called College Avenue Service Roads) stretch between **I-41** and the viaduct. The community relies on these local roads to access businesses and to avoid direct travel on **College Avenue**. People have mixed feelings about these roads: some say they are confusing and cause disorientation while others think they make travel more efficient and safe.

The current setup isn't perfect, and feedback shows many community members are open to changes—or even getting rid of the frontage roads—if a new plan could work better.

Redevelopment plans could evaluate the reconfiguration of lanes and intersections, the creation of shared access easements, and the development of back roads/alleys so that if frontage roads are removed, properties don't lose access. Plans should also study parking impacts, as some of these frontage roads accommodate on-street parking. If analysis proves some frontage roads are not needed, that space could be repurposed for walking and biking paths, public spaces, or landscaped areas.

**FRONTAGE ROADS
ON COLLEGE AVE**



This image depicts frontage roads running parallel to drainage ditches on both sides of College Avenue. These local roads occupy a substantial portion of the corridor's expansive right-of-way.

ACTIVE TRANSPORTATION OPTIONS

The current infrastructure for pedestrians and cyclists along **College Avenue** requires significant improvement. Bike paths and sidewalks are missing and fragmented, and the few bike lanes present lack proper visibility. Community members have cited the need to walk in or too close to vehicular lanes or even in ditches and grassy areas along the corridor to get to their destinations.

Transit infrastructure is another key component of active transportation, yet many transit stops along the corridor offer minimal amenities. Many are not ADA accessible and lack shelter from the elements, making waiting for the bus uncomfortable and inconvenient. The public desires enhanced service, including extended hours, more frequent bus stops, and covered bus shelters to improve comfort and accessibility.



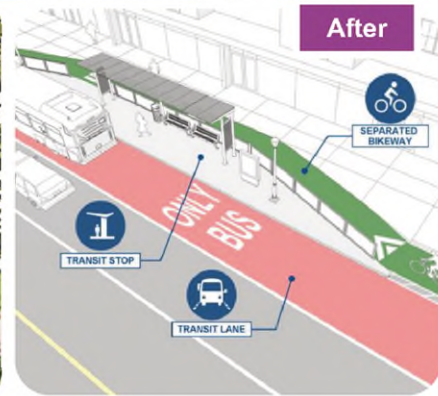
Examples of pedestrian and cyclist infrastructure that address transportation safety and accessibility concerns.



Sources: Scope Studio, Buffalo Niagara Medical Campus Streetscape, SF Better Streets, Medians and Islands, Dorus, In California, a Lizard-Inspired Pedestrian Bridge (2024, May 16), KPIX News, Pedestrian Underpass in Whitefish Officially Opens to the Public (2025, March 27), Seen WellsMTN News.



Examples of transit infrastructure that address transportation safety and accessibility concerns.



Source: Santa Clara Valley Transportation Authority (VTA), Transit Streets Design, Urban Solar Corp (OCTA 496SC project), Mass Transit Magazine (Mobi is real-time information displays, VTA's Maryam (a local company wants to bring your bus stop alive)

ELEMENT

2

SHAPING OUR FUTURE
DEFINING OUR ROOTS

Stakeholders expressed a desire to build a distinct identity for College Avenue that celebrates local culture and the community's future. This element focuses on the creation of a visually unified space through branding and urban beautification initiatives. Improvements aim to foster community pride and to create a welcoming, memorable entrance to the Fox Cities, strengthening the connection between local residents and the region.

RECOMMENDATIONS

Streetscape example displaying urban design and pedestrian-friendly infrastructure.



Source: YouAreCurrent.com, 2022. Renderings by MASH.

- 1 **Strengthen Community Partnerships.** Collaborate with local businesses, artists, and neighborhood organizations to ensure broad support and input when implementing identity-building initiatives.
- 2 **Prepare Streetscape Design Guidelines.** Develop a plan to enhance the corridor's physical elements considering landscaping, lighting, pavement materials, pedestrian amenities, and traffic features. Designs should strive to unify College Avenue's aesthetic as it transitions from Grand Chute to downtown Appleton.
- 3 **Implement Streetscape Guidelines.** After establishing streetscape guidelines, begin to implement its features as reconstruction of the corridor progresses.
- 4 **Create Interactive Wayfinding Features.** Develop artistic maps, signage, or digital kiosks to guide visitors while highlighting key destinations along or near College Avenue.
- 5 **Launch a Public Art Program.** Introduce a public arts initiative to feature murals, sculptures, illuminated or LED features, and interactive art pieces. Engage local artists to highlight the community's talent while establishing visually impactful landmarks along the entire corridor.

- Move utility lines underground to reduce clutter.
- Add trees, greenery, and planters to make the area more inviting and visually appealing, while ensuring clear sightlines to maintain safety and prevent hiding spots.
- Incorporate creative crosswalks and pavement designs to improve pedestrian visibility and to contribute to the corridor's visual appeal.
- Add street lighting, benches, bike racks, and other functional elements that align with College Avenue's overall design theme, providing both utility and aesthetic consistency.

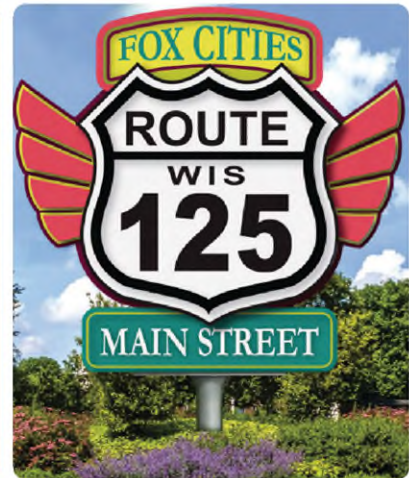
CREATING A GATEWAY TO THE FOX CITIES

College Avenue is more than just a roadway; it's an opportunity to highlight the story of the Fox Cities and create a memorable experience for residents and visitors.

Community members emphasize the importance of transforming College Avenue into a vibrant gateway to the Fox Cities. Potential improvements include coordinated wayfinding signage, decorative hardscape, light poles with banners, public art, landscaped medians, and uniform street furnishings such as benches and bike racks. These enhancements would help to create a cohesive and polished appearance for College Avenue, ensuring the corridor becomes a welcoming and recognizable entry point for visitors arriving via I-41 or the Appleton International Airport.

This word cloud below reveals the community's top adjectives to describe their vision for public art along W College Avenue.





Source: (Top left) LeCrosse mural painted by Someday Studios and Chaso Gentry, from Connect by Color Public Art Concept and (Top right and bottom) Dean Wykeven, from Route 125 Public Art Concept.



Source (Numbered above): 1. Tulip Premier Place, ADRIOC architects, from INT Design (temporary installation), 2. Photo by Dean Wyden (local bus stop on Mutual Way), 3. Handspinning Design, External Works Index (reop seating for Children's Garden, Kew), 4. Photo by Ethan Kaplan Photography, Utilized by Jorge Pardo, (installation for Van Ness BRT Project), 5. Image from Art and Architecture San Francisco — Helen Willis Park (gift installation), 6. Eastgate, DeWitt Godfrey (gateway structure) and 7. Croato, with sage (painted crosswalk in Pulaski, WI).

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DESIGN PRINCIPLES

Community input helped shape the following principles to steer public art decision-making along College Avenue.



Use vibrant colors and lighting to create an uplifting, day-to-night atmosphere.



Create approachable, inclusive art that resonates across demographics.



Incorporate diverse art forms—sculptures, murals, interactive pieces, and lighting—for a rich, immersive experience.



Establish an identity rooted in the Fox Cities' history, culture, and geography, resonating as a fresh yet familiar destination.



Integrate native plants, water, and greenery to complement the art and enhance natural beauty.



Ensure visual harmony with Appleton downtown aesthetics to enable a smooth transition between districts.



GUIDING PRINCIPLES



Implement art that positions the corridor as a cultural destination.



Art should be durable, safe, and low-maintenance.



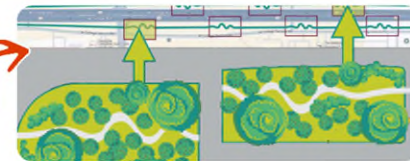
Prioritize hiring local artists.



Involve the public in reviewing and shaping final art choices.



Balance spending to prioritize essential improvements while supporting art as a complimentary element.



Source: Dawn Wyseworski, from Route 125 Public Art Concept.

ELEMENT

3

BUILDING GREAT PLACES
INTEGRATING GREEN SPACES

This section emphasizes the addition of greenspaces, greenways, tree-lined medians, and eco-friendly infrastructure, offering spaces for relaxation and outdoor enjoyment while addressing stormwater management needs. These enhancements will foster inviting green areas that boost public health, create venues for community gatherings, and promote long-term sustainability in the region.

RECOMMENDATIONS

Example of streetscape design, featuring enhanced greenery.



Source: Osis Designs, Mathare Road Project.

- 1 **Develop a Multi-modal Greenway.** Construct a greenway (trail) along College Avenue that provides a safe, accessible route for walking, biking, and other non-motorized travel, connecting neighborhoods, commercial areas, and key destinations.
- 2 **Develop Functional and Attractive Public Spaces.** Develop pocket greenspaces or plazas throughout the corridor that offer places for relaxation, social interaction, and community events. Thoughtfully integrate public spaces with the greenway design.
- 3 **Incorporate Low-Maintenance, Native Landscaping.** Integrate native plants, trees, and sustainable landscaping to reduce maintenance costs, enhance the area's beauty, support local ecosystems, and create a natural feel within the urban environment.
- 4 **Consider Stormwater Infrastructure.** Improve stormwater facilities where needed, designing them with landscaping elements so they blend seamlessly into the environment while managing runoff effectively.

Ensure the greenway links to existing bike and pedestrian infrastructure, providing safe access to nearby schools and community hubs, with a focus on connections to north-south active transportation routes and applicable transit stops.





PUBLIC SPACES

Community feedback highlighted an interest in transforming College Avenue into a welcoming space where people can gather and enjoy nature within the urban environment. Many expressed a preference for pedestrian walkways and boardwalks that provide access to local businesses, interspersed with small parks, greenspaces, or plazas where people can relax and socialize.

Interest in the development of a multi-modal greenway (e.g., boardwalk or trail) was highlighted in community engagement findings and was envisioned in other adopted community plans. Extending west to east, this greenway (trail) could serve as a central feature of the corridor. It could offer a safe route for walking, biking, and other non-motorized travel, and could help to connect neighborhoods, commercial areas, and key destinations.



LANDSCAPING WITH PURPOSE

Many desire improved landscaping to beautify College Avenue. People favored shaded areas with street trees, flowerbeds, planters, green medians, and native plantings that support the local ecosystem. Several individuals stressed the importance of keeping landscaping maintenance costs low. Landscaping treatments could prioritize durable, low-maintenance plants and designs, ensuring these spaces remain attractive and functional over time.



STORMWATER MANAGEMENT

Few like the appearance of the current drainage ditches along College Avenue, with some community members expressing a desire for them to be replaced by curb and gutter systems. To improve the area's drainage and overall environmental impact, stormwater management should be a key focus in the redesign of College Avenue. Features like permeable pavement and rain gardens could be integrated into landscaping plans to manage runoff, reduce flooding, and improve water quality, all while making the area more attractive and environmentally friendly.

Sources: Bohan Planning Associates, Freeman's Bridge Redevelopment Project, Hoyer Schaudt Landscape Architects, The Circle - Uptown Normal, Archibonic, Gruen Associates, Rosemead - Public Park Design.

ELEMENT

4

SPARKING GROWTH
TRANSFORMING COMMUNITIES

This element focuses on catalyzing private investment and transforming underutilized spaces into places with thriving businesses, housing, and community activities. Improvements will energize the area, boost the local economy, and create a lively, mixed-use environment.

RECOMMENDATIONS

Example of a well-designed urban area that emphasizes pedestrian-friendly infrastructure and integration with surrounding land uses.



Source: Congress for the New Urbanism (n.d.). Harvey Street, Michigan.

- 1 **Promote Strategic Growth.** Encourage development in the College Avenue project area by supporting the redevelopment of underutilized properties.
- 2 **Enhance Urban Form.** Enrich the visual character of the area through unified development standards coordinated between the Town of Grand Chute and the City of Appleton. Ensure buildings are well maintained and visually appealing, and that business signage is uniform and limits visual clutter.
- 3 **Mitigate Displacement Risk.** Help safeguard residents and businesses from displacement by offering programs such as technical support for legacy businesses, weatherization assistance to reduce costs for low-income households, and targeted aid to expand business/home ownership opportunities that build generational wealth.
- 4 **Involve the Community in Planning and Community Development.** Ask residents and local businesses to help shape redevelopment plans to ensure changes in the area continue to reflect the community's needs. Create and support existing neighborhood associations to empower locals to become long-term stewards of the corridor.
- 5 **Activate the District.** Explore mechanisms and use of policy tools to support redevelopment, including tax increment financing districts, public-private partnerships, façade and business improvement grants, density bonuses, and expedited permitting approvals.

- Provide opportunities for higher-density, mixed-uses along the corridor and near transit stops.
- Update zoning rules to allow taller buildings and flexible mixed-use spaces, to reduce parking requirements near transit, and to offer density bonuses for affordable housing.



Urban Form and Community Appearance

While there are many examples of quality development along College Avenue, the community has expressed concerns about the area's overarching appearance. Many have commented on unattractive properties, areas that appear neglected, inconsistent signage, and limited landscaping. The community feels that these issues create a sense of disinvestment and make the area less inviting. Community feedback emphasized the importance of improving the visual coherence of the corridor through better design and more consistent aesthetics. Enhancing urban form will foster community pride and attract more visitors, ultimately boosting the area's economy and encouraging further development.

Community Stability During Times of Growth

The project area is home to many lower-income residents and local businesses, making it vulnerable to the impacts of rapid development. As public and private investments drive growth and revitalization, rising rents could displace existing residents and businesses. Fostering growth that boosts outcomes and upward mobility for locals is critical. Initiatives to reduce the risk of displacement should be put in place sooner rather than later. Acting early, instead of treating these as an afterthought, will ensure development strengthens the community without leaving its current members behind.

Community members and stakeholders expressed a desire to stay informed and involved in shaping the project. As development progresses, the project team will continue engaging with residents, neighborhood associations, and community groups to keep a pulse on their needs, wants, and concerns.

Building a Balanced Land Use Framework

This project envisions the creation of a land use plan that encourages investment, improves the area's urban form, and meets the community's needs. Community feedback has shown interest in townhomes, moderate-sized multifamily housing, and mixed-use developments that combine housing and commercial spaces. Additional land use priorities for the area include affordable housing, entertainment venues, family-friendly businesses, restaurants (including fine dining and coffee shops), medical facilities, and retail spaces. There was also a strong desire for supporting locally-owned businesses, which can help to build a more unique, commercial identity for the corridor.



Since College Avenue crosses both the Town of Grand Chute and the City of Appleton, it is important for both jurisdictions to work together to create clear, consistent land use policies and zoning rules. This will make it easier for developers to build-out a more unified and well-defined district.

REDEVELOPMENT AND INFILL

To bring the land use framework to life, implementation efforts should focus on redeveloping and revitalizing catalyst areas along and near College Avenue through targeted infill efforts. This approach harnesses the potential of underutilized spaces, breathes new life into vacant or outdated sites, and makes smart use of existing infrastructure. Priority attention could be spent on areas within a 1/4-mile radius of Valley Transit's busiest bus stops, as illustrated on the map below. By zeroing in on these high-potential zones with strong transit access, we can transform the corridor incrementally—filling key gaps without upending its urban fabric—while fostering a more connected, vibrant community.

Commercial, institutional, and residential assets anchor College Avenue, but the project area falls short of its full promise. Parking lots, disjointed pedestrian pathways, and an auto-centric design dominate the landscape, discouraging visitors from lingering or exploring beyond

their immediate destinations. This car-first layout not only hampers connectivity but also undermines the area's potential as a thriving, people-focused destination. Redevelopment through infill offers a chance to rethink this dynamic, shifting the focus from accommodating vehicles to creating a cohesive, inviting place that prioritizes human experience.

Strategic infill and redevelopment in catalyst areas can ignite broader change by introducing higher-density, mixed-use developments that blend housing, retail, and community spaces. When paired with thoughtful transportation planning, these projects can attract investment, draw more people into the corridor, and spark a ripple effect of economic and social vitality. Research backs this up: walkable, amenity-rich areas encourage visitors to visit multiple businesses, stay longer, and spend more money, boosting local economies. By targeting key sites for transformation, we can turn underused lots into vibrant hubs that serve as anchors for the entire corridor.

COLLEGE AVENUE LAND TO VALUE RATIO & BUS STOP ANALYSIS





THE VISION IS CLEAR:

Reimagine College Avenue as a “walkable loop” where people want to stay, not just pass through.

- + This means designing catalyst areas with pedestrian-friendly features—wider sidewalks, safe crossings, bike lanes, and welcoming public spaces like plazas or pocket parks.
- + These enhancements can stitch together the corridor’s assets, making it easy and enjoyable to move between destinations on foot or by transit.

THE RESULT: A revitalized College Avenue that feels less like a thoroughfare and more like a destination—a place where visitors and residents alike are inspired to explore, connect, and invest in the community.

NEXT STEPS:**REIMAGINING A NEW AVENUE**

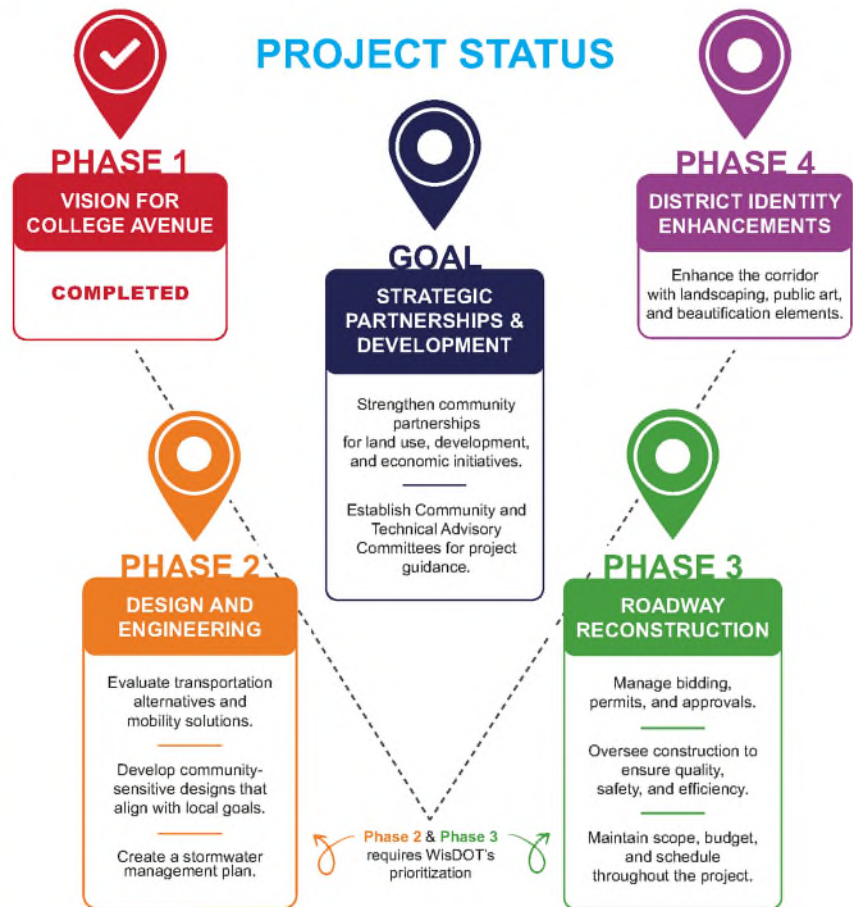
The transformation of College Avenue is envisioned as a medium- to long-term effort, requiring thoughtful planning and collaboration at each stage.

Within the next five years, we wish to focus on design and engineering to develop a comprehensive redevelopment plan that includes roadway reconstruction, active transportation infrastructure, landscaping, and stormwater management. We hope to explore potential funding strategies in partnership with WisDOT, whose participation is essential.

Following the design and initial reconstruction of the corridor, efforts to enhance College Avenue's visual identity and sense of place may begin. These efforts would ideally follow the completion of major roadway work to ensure that supporting amenities are integrated with minimal future disruption.

Throughout this process, the A NEW Avenue coalition will prioritize building strong neighborhood partnerships to guide corridor initiatives, community and economic development efforts, and land use planning.

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PROJECT STATUS

RESOLUTION NO.: 71—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The 2025 Highway Department budget included funds for the purchase and relocation of
2 two residential properties located in the Town of Buchanan (Parcel 38: W2689 Buchanan
3 Road and Parcel 39: N321 County N). The two parcel acquisitions are necessary in order
4 to obtain the necessary real estate required for the CTH N improvement project, which is
5 scheduled for 2026 construction. The two acquisitions are scheduled to close in September
6 2025.

7
8 A residential lease agreement is required to allow the respective property owners to remove
9 their belongings from each County-owned property following the acquisition closing date.
10 A 30-day rent-free period is also required by state statutes.

11
12 This resolution authorizes Outagamie County to sign a residential lease agreement for the
13 future County-owned properties in order to be consistent with County policy. Funds for
14 the respective real estate purchases were allocated under previous budgets, therefore, there
15 is no fiscal impact.

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

19 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the County
20 Executive to enter into Short Term Residential Lease Back Agreements for property located at N321
21 County Road N, Town of Buchanan and W2689 Buchanan Road, Town of Buchanan for the County N
22 improvement project, as noted on the attached Short Term Residential Lease Back agreements, and Project
23 Location Maps which by reference are made a part hereof, with no fiscal impact, and

24 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a certified
25 copy of this resolution to the Outagamie County Interim Highway Commissioner, the Outagamie County
26 Executive, the Outagamie County Facilities Director, and the Outagamie County Development and Land
27 Services Director.

28 Dated this ____ day of September, 2025
29

Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jayson Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

Short Term Residential Lease Back

Between

Outagamie County

As LANDLORD,

And

Norman & Sandra Memmott

As TENANT

DATE: October 2, 2025

1. **Parties**

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), is entered into by Outagamie County (County), 1313 Holland Road, Appleton, WI 54911 (hereinafter referred to as "Landlord") and **Norman and Sandra Memmott** (hereinafter referred to as "Tenant").

2. **Intent of Lease Agreement**

Pursuant to Wisconsin Statutes Chapter 32 the Landlord has purchased property previously owned by the Tenant for purposes of highway construction and expansion after negotiated terms were agreed upon. Contemporaneously with the execution of this Lease, Landlord has closed on the purchase of: The real property and improvements located at **N321 County N, Appleton, WI 54915** located within the former; the legal description of this property is attached as Exhibit A. The parties agree that the purpose of this lease is to allow Tenant to remain on the premises as required by Chapter 32 including but not limited to the free rent provisions. Tenant's agree that the provisions of Wis. Stat. Chapter 704 including but not limited to all guarantees, actions, duties, and/or notices are not applicable to this lease as it is an atypical residential lease and hereby waive any provisions inconsistent with the purpose of the lease.

3. **Premises**

The property and building altogether comprise the Premises. Ownership of the Premises will vest with Outagamie County on the date of recording, on or about **October 2, 2025**.

4. **Term**

A. **Commencement Date**

The Lease shall commence on the date of execution by both parties which date shall be referred to as the Commencement Date.

B. **Termination Date**

The Lease shall terminate on December 1st, 2025. Tenant shall not have the right to hold over beyond that date for any reason under the circumstances of the lease. At any time prior to that date the tenant may give notice to the landlord that they will be departing the property provided said notice is given 30 days to departure.

C. **Free Rental Period**

The free rental period begins on the Commencement Date and continues for a minimum of 30 days or **November 15, 2025**, whichever is later. (Refer to item #8 for rental details.)

5. **Lease Conditions**

A. **Leased Premises**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, upon the terms and conditions hereinafter set forth.

B. **Premises in "As-Is" condition**

Landlord and Tenant hereby acknowledge that Premises shall be leased to Tenant in its current condition which is known to Tenant due to their current ownership of the property. Tenant's stipulate that any typical duty of a landlord required by Wis. Stat. §704 is not applicable to this lease.

Tenant shall bear responsibility for any and all operational or other costs related in any way to Tenant's occupancy and use of the Premises during the term of this Lease. Tenant further agrees that the residence is in good condition and sufficient habitability. Tenant agrees that they shall commit no waste of the property while in possession.

Tenant hereby acknowledges and affirms that Landlord has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to title, status or condition of the Premises or any other combination thereof. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the title, status and condition of the Premises and has found the same to be satisfactory to Tenant in every respect; and that Tenant does hereby accept the Premises in an "as-is," "where is" condition.

C. Tenant Representation and Warranty

Tenant represents and warrants to Landlord that on the Commencement Date, the Premises are in compliance with all applicable laws, regulations and state, local and federal codes and shall remain so throughout the Lease Term.

6. Landlord's Warranty

Landlord disclaims any warranty regarding the condition of the Premises which, based upon Tenant's use of the Premises, occurred prior to the Term of this Lease. Further, during the Term of this Lease, Landlord disclaims any warranty regarding the Premises and the condition of the Premises relative to: compliance with any applicable local, state or federal law; the structural integrity of any existing improvements; the suitability for Tenant's purposes and use; or, the presence of hazardous materials.

7. Possession, Use and Occupancy

Landlord covenants and warrants that during the Term of this Lease, the Premises may be used by Tenant for its continuing current lawful uses consistent with all applicable laws.

8. Rent and Common Area Maintenance Fees

A. Free rent period starts on the Commencement date and continues until **November 15, 2025**.

B. Tenant shall pay to Landlord, as rent hereunder for the Lease Term the following:

- For each month starting **November 15, 2025, thru December 1, 2025**; due by the 15th of the month, **\$1,750.00** for rent. (Note: \$1,750 is one half of one percent of purchase prices of \$350,000).

C. The rent shall be paid as follows:

These payments should be made payable to the **Outagamie County** and shall be remitted to:

**Outagamie County
Attn: Mr. Joe Zellmer
1313 Holland Road
Appleton, WI 54911**

A certified or cashier's check may be required upon written notice from the OWNER to the TENANT should any personal checks be returned for insufficient funds.

Note: Can remove Sections B and C entirely if lease end period terminates at end of free rent period (November 15, 2025).

9. Tenant Obligations Under Lease

A. Operational Expenditures, Services, and Taxes

During the Term of this Lease, Tenant shall be solely responsible for all expenses that are directly attributable to Tenant's use of the Premises and to Tenant for its operations conducted thereon. Tenant's responsibility for expenses includes, but is not be limited to the following:

Utilities and Services

Starting on the earlier of the Commencement Date or upon Tenant taking possession of the Premises, Tenant shall be solely responsible for all utility costs incurred while in possession of the Premises. Tenant shall be solely responsible to pay for all services incurred while in possession of the Premises, including but not limited to: water; sewer; steam; heat; gas; hot water; electricity; light; and, power. In addition, Tenant shall be solely responsible for any other services required during the Lease Term, at Tenant's sole cost and expense. Said other services may include, but are not limited to: heating; ventilation; air conditioning (HVAC); passenger elevator service; freight elevator service maintenance of all plumbing; refrigeration; light bulbs; light fixture ballasts; janitorial services; and, the removal of refuse from the Building and Premises. Upon surrender of the Premises, it shall be Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services.

B. Repairs and Maintenance

Tenant shall not commit waste and shall comply with all state laws, regulations, and local ordinances. Tenant shall keep the Premises in good working order and condition as needed and shall maintain the Premises in a safe and tenantable condition.

- i. Should structural damage occur to portions of the Premises during the Term of this Lease, Landlord and Tenant, in consultation with the appropriate governmental building inspector, shall mutually determine what structural repairs are required. Tenant shall, with the concurrence of Landlord, arrange for the agreed upon structural repair and Landlord shall promptly pay for the repair of those structural damages that are not otherwise promptly paid by any other entity with legal responsibility. Structural portions of the Premises shall be deemed to include the foundations, floor (but not floor coverings), perimeter walls and the roof.
- ii. The Tenant will be responsible for the normal maintenance of all improvements, including air conditioning, furnace, HVAC, electrical, and plumbing. Landlord shall be responsible for the repair or replacement of improvements. Tenant shall, with the concurrence of Landlord, arrange for the agreed upon repair or replacement.
- iii. Should structural damage occur to portions of the leased Premises during the Term of this Lease, Tenant assigns to Landlord and Landlord shall receive any insurance payments or proceeds available to Tenant for the cost of repairs covered by insurance or paid by any other entity that may bear legal responsibility.
- iv. Tenant further agrees not to remove from the premises any soil, vegetation, or land improvements without written permission of Landlord.

C. **Tenant Alterations**

Tenant covenants that it shall not make or cause to be made any structural alterations or capital improvements in, on or to the Premises without first obtaining Landlord's written consent. No Tenant structural alteration or capital improvement shall occur without the prior submission of drawings, plans and specifications to Landlord for Landlord's review and consent, which consent shall not be unreasonably withheld. For decorative work that does not affect any building system or structure, no Landlord consent shall be necessary. Any Tenant Alterations shall be at the Tenant's sole cost and expense.

D. **Tenants Obligations upon vacating the Premises**

Upon surrender of the Premise Tenant shall remove all Tenant-owned personal property. Tenant shall leave the Premises in a broom clean condition, free of all refuse, or Tenant shall bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender.

E. **Environmental Concerns**

Tenant shall indemnify, defend, protect, and hold harmless Landlord, its officers, employees and agents, from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migration, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use occupancy and responsibilities arising under this Lease. This indemnification shall survive the completion of the work or activities under this Lease. If Tenant is responsible for any Ground Contamination first arising under this Lease, Tenant's responsibility regarding Ground Contamination shall survive the termination of this Lease Agreement.

F. **No Assignment or Subletting**

Tenant covenants that it will not assign this Lease or sublet all or any part of the Premises after the Commencement Date of this Lease. Any signage advertising "for rent or lease" shall be removed from the Premises, prior to transfer of Title, from **Norman & Sandra Memmott** to Outagamie County.

10. **Landlord's Entry**

A. **Landlord's Right to Enter**

Tenant agrees that Landlord, its agents, employees, and other authorized representatives, shall have the right to enter the Premises for the purpose of inspection, testing or analysis necessary in furtherance of the Highway Project for which the Premises were acquired. Landlord shall have said right to enter with a 24 hour notice, provided Landlord takes reasonable steps to avoid affecting Tenant's ability to conduct business on the Premises. Landlord shall provide reasonable notice of Landlord's intent to enter the Premises, so that Tenant may have a representative present at the time of such entry.

B. **Emergency Entry**

Should Landlord determine that there exists an emergency related to the safety of the traveling public using the surrounding highways or the safety of citizens located in proximity to the Premises, Landlord shall not be required to provide notice to the Tenant but shall be permitted onto the Premises at any time dictated by said emergency.

C. **Landlord's Entry for Soil Boring/Surveying Work**

Landlord reserves the right to enter the Premises to perform soil borings and survey work for the Highway Project for which the Premises were acquired. Landlord shall have the right to enter the Premise for soil borings and survey work. Landlord shall ensure that work is conducted in a reasonably prudent manner and in accordance with generally accepted highway design and construction standards and techniques. Landlord shall provide Tenant with five (5) days prior written notice of Landlord's intent to enter for soil boring and survey work and shall provide Tenant with a statement identifying that part of the Premises upon which Landlord shall perform the work.

D. **Landlord's Best Efforts not to Interfere**

Notwithstanding the foregoing, Landlord shall at all times use its best efforts to minimize any interference with Tenant's use and occupancy of the Premises. Best efforts will also be used to provide for all current entry/exit access points to remain open.

11. **Indemnification and Insurance**

*Satisfaction of Tenant's ability to have a current liability insurance policy during term of lease to be submitted to Landlord on or before **October 2, 2025**.*

A. **Indemnification**

Tenant covenants and agrees that it will protect and save and keep the Landlord forever harmless and indemnified against and from any penalty of damage or charges imposed for any violation of any laws or ordinances, occasioned by Tenant's neglect and that Tenant will at all times protect, indemnify and save and keep harmless the Landlord against and from any and all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or within the Premises, where such accident or other occurrence causes injury to any person or property whomsoever or whatsoever and Tenant will protect, indemnify and save and keep harmless the Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure by Tenant to comply with any or all of the requirements and provisions of this Lease.

B. **Insurance**

Tenant shall maintain their Personal Property and Personal Liability Insurance for the premises.

C. **Waiver of Subrogation**

Tenant shall look solely to Tenant's own insurer for indemnity against exposure for: general liability; property loss; fire and other casualty; business interruption; or, any other exposure related to Tenant's use and occupancy of the Premises before, during or after the Term of this Lease. Further, Tenant warrants that Tenant's insurance carriers and providers shall have no right of subrogation against Landlord.

12. **Damage or Destruction**

In the event the Premises is damaged by fire, explosion, windstorm or any other casualty, and the damage to the Premises shall be to such an extent that renders them untenable, the rent shall be abated from the date the damage occurred and Tenant shall have the right to terminate this Lease early in accordance with those procedures outlined elsewhere in this Lease.

13. No Nuisance

Tenant covenants and agrees to use its best efforts in the conduct of its business and to control its agents, employees, invitees, and visitors in such a manner as not to create any nuisance of any kind on the Premises.

14. Liens and Encumbrances

The Tenant shall in no way encumber, or allow to be encumbered, the Landlord's title to the Premises. This prohibition includes but is not limited to encumbrances by mortgage, security, agreements, or, any other liens of any kind or nature, whether implied or expressed. If any action is commenced, the foreseeable result of which could include the encumbering of Landlord's title, Tenant must immediately act to secure discharge or obtain release of said encumbrance and convey same to Landlord. Tenant shall have the right, at any time and at its own expense, to instigate, defend, bond, contest, or appeal, on its behalf or Landlord's, any action involving any lien or liens placed upon, or in any other way affecting the Premises, its contents, or any part thereof.

Upon Tenant's failure to comply in a timely manner, as specified, Landlord may take such action as may be reasonably necessary, at the Tenant's sole cost and expense, to defend, protect or remedy the encumbrance on Landlord's interests. Any costs incurred by the Landlord to cure and remove the encumbrance and protect the Landlord's title shall be paid by Tenant to Landlord upon demand, together with all interest allowed by law and charged at a rate equivalent to the average commercial bank rates found in the **City of Appleton** at the time legal action commences.

15. Quiet Enjoyment

Subject to the provisions of this Lease, as long as Tenant remains in good standing and not in material breach or default of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for its use against Landlord and all persons claiming by, through or under Landlord, for the Term hereof but for the actions of the landlord necessary to perform its duties in the surrounding area of the residence. Landlord shall use its best efforts to ensure that the actions of Landlord or Landlord's contractors or subcontractors do not unreasonably interfere with Tenant's use and quiet enjoyment of the Premises. Tenants acknowledge and agree that the term quiet enjoyment may be subject to limitations it would otherwise not be subject to given the intent of the lease.

16. Successors and Assigns

Landlord's transfer of this Lease, whether voluntary or involuntary, shall not release Tenant from any of its obligations hereunder. Any acceptance of this Lease by any other person or entity, whether voluntary or involuntary, shall include acceptance of all of Tenant's obligations under this Lease. This Lease and each of its covenants and conditions shall be binding and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. No third party, other than such successors and assigns, shall be entitled to enforce any term, covenant, or condition of this Lease or have any rights hereunder.

17. Termination**A. Default; Termination by Landlord**

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law, or found elsewhere in this agreement. It is agreed that Tenant shall be in default of this Lease if:

- i. Tenant fails, neglects or refuses to pay any installment of rent at the time and in the amount as herein provided, or to pay any other monies agreed by Tenant to be paid promptly when and as the same shall become due and payable under the terms hereof, and Tenant further fails, neglects or refuses to pay within fifteen (15) days after written notice by Landlord;
- ii. Tenant fails to surrender the Premises upon receipt of 30 days written notice to vacate;
- iii. There is commenced any voluntary or involuntary proceeding in any court or tribunal that is instituted to declare Tenant insolvent or unable to pay Tenant's debts, and, upon (30) days after written notice is given to Tenant by Landlord, the same is not dismissed or discharged;
- iv. Tenant shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations, or agreements herein contained and covenanted and agreed to be kept and performed by Tenant, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof in writing is given by Landlord to Tenant, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice, so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance in accordance with said notice, or has taken proper steps or proceedings, under the circumstances, to prevent the seizure, destruction, alteration, or other interference with the Premises, or the title thereto, by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be.
- v. Tenant makes any sublet or assignment of this Lease, or there occurs any levy of execution or attachment in any action against Tenant, whether such sublet, assignment, levy or attachment is done for the benefit of creditors or otherwise, and such sublet, assignment, levy or attachment is not removed, dismissed, and discharged from the Premises or from the title to the Premises, within thirty (30) days after written notice thereof is given to Tenant by Landlord; or,
- vi. Tenant submits this Lease or any Memorandum of Lease for recording in the office of the Register of Deeds.

In the event of any such default the Tenant does hereby authorize and fully empower Landlord or Landlord's agent to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately. Any remaining credit balance of rent paid shall be returned to Tenant on a prorated basis.

B. Early Termination by Tenant

In the event that Tenant anticipates an early termination or early surrender of the Premises to Landlord, which shall include the full satisfaction of all obligations set forth in this Lease, Tenant shall advise Landlord by email or in writing at least thirty (30) days in advance of such anticipated date to:

Outagamie County
c/o TerraVenture Advisors
Attn.: Kathy Rudolph
PO Box 125
Eau Claire, WI 54702
kathy@tva-llc.com

Upon notice in writing from Tenant that Tenant has fully vacated Premises, and Tenant has no further claims to any personal property left behind, Landlord and Tenant shall, in writing, declare an adjusted Termination Date ("Early Termination Date").

18. **Damages Due to Holdover**

In the event Tenant shall remain in possession of the Premises after the Termination Date, Tenant shall be liable for damages due to holdover in the amount of **One Hundred Dollars (\$100.00)** per day for each day that Tenant holds over in the Premises. Damages shall be assessed as of 12:00 AM on the 31st day following prior written notice to vacate from Landlord or **December 1, 2025** whichever is earlier, and shall accrue at 12:00 AM on each and every day thereafter. No proration of damages for partial days in possession shall occur. This remedy is not exclusive of any other right, remedy or benefit available to Landlord hereunder, at law, or in equity. Tenant agrees to promptly pay damages due to holdover for each day damages are assessed within 24 hours of each hold over day.

19. **Prohibition Against Leases and Signage**

Tenant warrants and represents to Landlord that, on the Commencement Date, there are no other outstanding, undisclosed leases, or agreements to lease that pertain to the Premises. Tenant acknowledges and agrees that, during the Lease Term, Tenant is prohibited from entering into any lease or agreement for the location, erection, construction or maintenance of any structure or improvement of any kind, anywhere on or within the Premises.

20. **Notices**

All notices provided to be given under this Lease shall be email and or in writing. With writing delivered by certified or registered mail with a copy to Tenant's Legal Representative, and deemed to be given upon receipt or rejection, at the following addresses:

Landlord:

Outagamie County
Attn: Joe Zellmer, Highway Engineer
1313 Holland Road
Appleton, WI 54911

Or at such other address as Landlord may from time to time designate to Tenant in writing.

Tenant:

Norman & Sandra Memmott
N321 County N
Appleton, WI 54915

Or at such other address that Tenant may from time to time designate to Landlord in writing.

Tenant's Legal Representative: NA

21. Applicable Law

This Lease and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of Wisconsin unless otherwise excluded or waived herein.

22. No Recording of Lease

Both Landlord and Tenant agree that neither the Lease nor any Memorandum of Lease shall be recorded.

23. Remedies Cumulative

All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or other remedies allowed by law.

24. Severability

If any Term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Terms, covenants, conditions, or provisions of this Lease or the application thereof to any person or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25. Paragraph Headings

The paragraph headings contained herein are solely for convenience and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Lease.

26. Force Majeure Defined

For purposes of this Lease, Force Majeure shall mean those Acts of God accidents, fire or other casualty, earthquake, flood, war, riot, intervention by civil or military authorities of government, delays in the receipt of necessary governmental approvals from local, state and/or federal agencies which delays, individually or cumulatively, have the effect of delaying the ability of Tenant to relocate to a relocation site. Further, Force Majeure shall also mean insurrection or other civil commotion, material shortages, strikes, boycotts or labor disputes, soil conditions that are unforeseen and not reasonably foreseeable or discoverable through due diligent inspections prior to the effective date of this Lease, or any other or similar or like event or occurrence beyond the reasonable control of Tenant that causes Tenant to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

A. Surrender of Premises Not Excused by Force Majeure

The surrender of Premises by Tenant to Landlord according to the Terms and conditions of this Lease shall not be excused by force Majeure.

27. Landlord/Tenant

Nothing contained herein or in any other instrument or agreement between Landlord and Tenant shall be deemed or construed by the parties hereto or by any third party as creating the

relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

28. Entire Agreement

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto regarding this Lease and it may be modified only by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written:

Landlord: **Outagamie County**

BY: _____

TITLE: _____

Date signed by Landlord: _____

Tenant: **Norman & Sandra Memmott**

BY: _____
Norman R. Memmott

BY: _____
Sandra A. Memmott

Date signed by Tenant: _____

EXHIBIT A

PARCEL 39

FEE TITLE IN AND TO THE FOLLOWING TRACT OF LAND BEING A PART OF GOVERNMENT LOT 3, SECTION 33, TOWN 21 NORTH, RANGE 18 EAST IN THE TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, THENCE N00°11'43"E, A DISTANCE OF 2639.78 FEET COINCIDENT WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33, TO THE CENTER 1/4 CORNER OF SECTION 33;
THENCE N00°11'43"E COINCIDENT WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 255.97 FEET TO THE INTERSECTION OF THE REFERENCE LINE OF CTH N & AND THE REFERENCE LINE OF EMMONS ROAD, R/W PROJECT NUMBER 4676-04-00, BEING THE POINT OF BEGINNING;
THENCE S73°49'13"W COINCIDENT WITH THE REFERENCE LINE FOR EMMONS ROAD, A DISTANCE OF 207.62 FEET;
THENCE N00°06'52"E, A DISTANCE OF 41.67 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR EMMONS ROAD;
THENCE N73°49'13"E COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 69.54 FEET;
THENCE N53°23'01"E, A DISTANCE OF 20.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE ON A CURVE TO THE LEFT A DISTANCE OF 46.50 FEET, WITH A RADIUS OF 684.00 FEET AND A CHORD THAT BEARS N57°58'21"E, 46.49 FEET IN LENGTH TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF CTH N;
THENCE N39°30'10"E COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 74.83 FEET;
THENCE N00°11'43"E COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.06 FEET;
THENCE S89°48'17"E, A DISTANCE OF 39.99 FEET TO EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 33, ALSO BEING THE REFERENCE LINE OF CTH N FOR R/W PROJECT #4676-04-00;
THENCE S00°11'43"W COINCIDENT WITH SAID EAST LINE AND SAID REFERENCE LINE, A DISTANCE OF 142.70 FEET TO THE POINT OF BEGINNING.

(SHEET 4.10 and 4.11, FOR REFERENCE PURPOSE ONLY)

SAID PARCEL CONTAINS 293 SQ FT MORE OR LESS FOR ADDITIONAL NEW RIGHT OF WAY FOR CTH N AND 12,616 SQ FT MORE OR LESS LOCATED WITHIN THE EXISTING RIGHT OF WAY OF EMMONS ROAD AND CTH N.

AND ALSO, **FEE TITLE** TO ALL THOSE REMAINING LANDS OF THE OWNER DESCRIBED IN DOCUMENT 1682732, RECORDED IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE, SAID LANDS BEING LOCATED IN PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 21 NORTH, RANGE 18 EAST, IN THE TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN

SAID PARCEL CONTAINS 19,715 SQ FT MORE OR LESS OF LANDS.

Short Term Residential Lease Back

Between

Outagamie County

As LANDLORD,

And

Garrett Haen and Genna Borths

As TENANT

DATE: September 5, 2025

1. **Parties**

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), is entered into by Outagamie County (County), 1313 Holland Road, Appleton, WI 54911 (hereinafter referred to as "Landlord") and **Garrett Haen and Genna Borths** (hereinafter referred to as "Tenant").

2. **Intent of Lease Agreement**

Pursuant to Wisconsin Statutes Chapter 32 the Landlord has purchased property previously owned by the Tenant for purposes of highway construction and expansion after negotiated terms were agreed upon. Contemporaneously with the execution of this Lease, Landlord has closed on the purchase of: The real property and improvements located at **W2689 Buchanan Road, Appleton, WI 54915** located within the former; the legal description of this property is attached as Exhibit A. The parties agree that the purpose of this lease is to allow Tenant to remain on the premises as required by Chapter 32 including but not limited to the free rent provisions. Tenant's agree that the provisions of Wis. Stat. Chapter 704 including but not limited to all guarantees, actions, duties, and/or notices are not applicable to this lease as it is an atypical residential lease and hereby waive any provisions inconsistent with the purpose of the lease.

3. **Premises**

The property and building altogether comprise the Premises. Ownership of the Premises will vest with Outagamie County on the date of recording, on or about **September 5, 2025**.

4. **Term**

A. **Commencement Date**

The Lease shall commence on the date of execution by both parties which date shall be referred to as the Commencement Date.

B. **Termination Date**

The Lease shall terminate on November 1st, 2025. Tenant shall not have the right to hold over beyond that date for any reason under the circumstances of the lease. At any time prior to that date the tenant may give notice to the landlord that they will be departing the property provided said notice is given 30 days to departure.

C. **Free Rental Period**

The free rental period begins on the Commencement Date and continues for a minimum of 30 days or **October 15, 2025**, whichever is later. (Refer to item #8 for rental details.)

5. **Lease Conditions**

A. **Leased Premises**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, upon the terms and conditions hereinafter set forth.

B. **Premises in "As-Is" condition**

Landlord and Tenant hereby acknowledge that Premises shall be leased to Tenant in its current condition which is known to Tenant due to their current ownership of the property. Tenant's stipulate that any typical duty of a landlord required by Wis. Stat. §704 is not applicable to this lease.

Tenant shall bear responsibility for any and all operational or other costs related in any way to Tenant's occupancy and use of the Premises during the term of this Lease. Tenant further agrees that the residence is in good condition and sufficient habitability. Tenant agrees that they shall commit no waste of the property while in possession.

Tenant hereby acknowledges and affirms that Landlord has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to title, status or condition of the Premises or any other combination thereof. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the title, status and condition of the Premises and has found the same to be satisfactory to Tenant in every respect; and that Tenant does hereby accept the Premises in an "as-is," where is" condition.

C. Tenant Representation and Warranty

Tenant represents and warrants to Landlord that on the Commencement Date, the Premises are in compliance with all applicable laws, regulations and state, local and federal codes and shall remain so throughout the Lease Term.

6. Landlord's Warranty

Landlord disclaims any warranty regarding the condition of the Premises which, based upon Tenant's use of the Premises, occurred prior to the Term of this Lease. Further, during the Term of this Lease, Landlord disclaims any warranty regarding the Premises and the condition of the Premises relative to: compliance with any applicable local, state or federal law; the structural integrity of any existing improvements; the suitability for Tenant's purposes and use; or, the presence of hazardous materials.

7. Possession, Use and Occupancy

Landlord covenants and warrants that during the Term of this Lease, the Premises may be used by Tenant for its continuing current lawful uses consistent with all applicable laws.

8. Rent and Common Area Maintenance Fees

A. Free rent period starts on the Commencement date and continues until **October 15, 2025**.

B. Tenant shall pay to Landlord, as rent hereunder for the Lease Term the following:

- For each month starting **October 15, 2025, thru November 1, 2025**; due by the **15th** of the month, **\$1,900.00** for rent. (Note: \$1,900 is one half of one percent of purchase prices of \$380,000).

C. The rent shall be paid as follows:

These payments should be made payable to the **Outagamie County** and shall be remitted to:

**Outagamie County
Attn: Mr. Joe Zellmer
1313 Holland Road
Appleton, WI 54911**

A certified or cashier's check may be required upon written notice from the OWNER to the TENANT should any personal checks be returned for insufficient funds.

Note: Can remove Sections B and C entirely if lease end period terminates at end of free rent period (October 15, 2025).

9. Tenant Obligations Under Lease

A. Operational Expenditures, Services, and Taxes

During the Term of this Lease, Tenant shall be solely responsible for all expenses that are directly attributable to Tenant's use of the Premises and to Tenant for its operations conducted thereon. Tenant's responsibility for expenses includes, but is not be limited to the following:

Utilities and Services

Starting on the earlier of the Commencement Date or upon Tenant taking possession of the Premises, Tenant shall be solely responsible for all utility costs incurred while in possession of the Premises. Tenant shall be solely responsible to pay for all services incurred while in possession of the Premises, including but not limited to: water; sewer; steam; heat; gas; hot water; electricity; light; and, power. In addition, Tenant shall be solely responsible for any other services required during the Lease Term, at Tenant's sole cost and expense. Said other services may include, but are not limited to: heating; ventilation; air conditioning (HVAC); passenger elevator service; freight elevator service maintenance of all plumbing; refrigeration; light bulbs; light fixture ballasts; janitorial services; and, the removal of refuse from the Building and Premises. Upon surrender of the Premises, it shall be Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services.

B. Repairs and Maintenance

Tenant shall not commit waste and shall comply with all state laws, regulations, and local ordinances. Tenant shall keep the Premises in good working order and condition as needed and shall maintain the Premises in a safe and tenantable condition.

- i. Should structural damage occur to portions of the Premises during the Term of this Lease, Landlord and Tenant, in consultation with the appropriate governmental building inspector, shall mutually determine what structural repairs are required. Tenant shall, with the concurrence of Landlord, arrange for the agreed upon structural repair and Landlord shall promptly pay for the repair of those structural damages that are not otherwise promptly paid by any other entity with legal responsibility. Structural portions of the Premises shall be deemed to include the foundations, floor (but not floor coverings), perimeter walls and the roof.
- ii. The Tenant will be responsible for the normal maintenance of all improvements, including air conditioning, furnace, HVAC, electrical, and plumbing. Landlord shall be responsible for the repair or replacement of improvements. Tenant shall, with the concurrence of Landlord, arrange for the agreed upon repair or replacement.
- iii. Should structural damage occur to portions of the leased Premises during the Term of this Lease, Tenant assigns to Landlord and Landlord shall receive any insurance payments or proceeds available to Tenant for the cost of repairs covered by insurance or paid by any other entity that may bear legal responsibility.
- iv. Tenant further agrees not to remove from the premises any soil, vegetation, or land improvements without written permission of Landlord.

C. **Tenant Alterations**

Tenant covenants that it shall not make or cause to be made any structural alterations or capital improvements in, on or to the Premises without first obtaining Landlord's written consent. No Tenant structural alteration or capital improvement shall occur without the prior submission of drawings, plans and specifications to Landlord for Landlord's review and consent, which consent shall not be unreasonably withheld. For decorative work that does not affect any building system or structure, no Landlord consent shall be necessary. Any Tenant Alterations shall be at the Tenant's sole cost and expense.

D. **Tenants Obligations upon vacating the Premises**

Upon surrender of the Premise Tenant shall remove all Tenant-owned personal property. Tenant shall leave the Premises in a broom clean condition, free of all refuse, or Tenant shall bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender.

E. **Environmental Concerns**

Tenant shall indemnify, defend, protect, and hold harmless Landlord, its officers, employees and agents, from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migration, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use occupancy and responsibilities arising under this Lease. This indemnification shall survive the completion of the work or activities under this Lease. If Tenant is responsible for any Ground Contamination first arising under this Lease, Tenant's responsibility regarding Ground Contamination shall survive the termination of this Lease Agreement.

F. **No Assignment or Subletting**

Tenant covenants that it will not assign this Lease or sublet all or any part of the Premises after the Commencement Date of this Lease. Any signage advertising "for rent or lease" shall be removed from the Premises, prior to transfer of Title, from **Garrett Haen** to Outagamie County.

10. **Landlord's Entry**

A. **Landlord's Right to Enter**

Tenant agrees that Landlord, its agents, employees, and other authorized representatives, shall have the right to enter the Premises for the purpose of inspection, testing or analysis necessary in furtherance of the Highway Project for which the Premises were acquired. Landlord shall have said right to enter with a 24 hour notice, provided Landlord takes reasonable steps to avoid affecting Tenant's ability to conduct business on the Premises. Landlord shall provide reasonable notice of Landlord's intent to enter the Premises, so that Tenant may have a representative present at the time of such entry.

B. **Emergency Entry**

Should Landlord determine that there exists an emergency related to the safety of the traveling public using the surrounding highways or the safety of citizens located in proximity to the Premises, Landlord shall not be required to provide notice to the Tenant but shall be permitted onto the Premises at any time dictated by said emergency.

C. **Landlord's Entry for Soil Boring/Surveying Work**

Landlord reserves the right to enter the Premises to perform soil borings and survey work for the Highway Project for which the Premises were acquired. Landlord shall have the right to enter the Premise for soil borings and survey work. Landlord shall ensure that work is conducted in a reasonably prudent manner and in accordance with generally accepted highway design and construction standards and techniques. Landlord shall provide Tenant with five (5) days prior written notice of Landlord's intent to enter for soil boring and survey work and shall provide Tenant with a statement identifying that part of the Premises upon which Landlord shall perform the work.

D. **Landlord's Best Efforts not to Interfere**

Notwithstanding the foregoing, Landlord shall at all times use its best efforts to minimize any interference with Tenant's use and occupancy of the Premises. Best efforts will also be used to provide for all current entry/exit access points to remain open.

11. **Indemnification and Insurance**

*Satisfaction of Tenant's ability to have a current liability insurance policy during term of lease to be submitted to Landlord on or before **September 5, 2025**.*

A. **Indemnification**

Tenant covenants and agrees that it will protect and save and keep the Landlord forever harmless and indemnified against and from any penalty of damage or charges imposed for any violation of any laws or ordinances, occasioned by Tenant's neglect and that Tenant will at all times protect, indemnify and save and keep harmless the Landlord against and from any and all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or within the Premises, where such accident or other occurrence causes injury to any person or property whomsoever or whatsoever and Tenant will protect, indemnify and save and keep harmless the Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure by Tenant to comply with any or all of the requirements and provisions of this Lease.

B. **Insurance**

Tenant shall maintain their Personal Property and Personal Liability Insurance for the premises.

C. **Waiver of Subrogation**

Tenant shall look solely to Tenant's own insurer for indemnity against exposure for: general liability; property loss; fire and other casualty; business interruption; or, any other exposure related to Tenant's use and occupancy of the Premises before, during or after the Term of this Lease. Further, Tenant warrants that Tenant's insurance carriers and providers shall have no right of subrogation against Landlord.

12. **Damage or Destruction**

In the event the Premises is damaged by fire, explosion, windstorm or any other casualty, and the damage to the Premises shall be to such an extent that renders them untenable, the rent shall be abated from the date the damage occurred and Tenant shall have the right to terminate this Lease early in accordance with those procedures outlined elsewhere in this Lease.

13. No Nuisance

Tenant covenants and agrees to use its best efforts in the conduct of its business and to control its agents, employees, invitees, and visitors in such a manner as not to create any nuisance of any kind on the Premises.

14. Liens and Encumbrances

The Tenant shall in no way encumber, or allow to be encumbered, the Landlord's title to the Premises. This prohibition includes but is not limited to encumbrances by mortgage, security, agreements, or, any other liens of any kind or nature, whether implied or expressed. If any action is commenced, the foreseeable result of which could include the encumbering of Landlord's title, Tenant must immediately act to secure discharge or obtain release of said encumbrance and convey same to Landlord. Tenant shall have the right, at any time and at its own expense, to instigate, defend, bond, contest, or appeal, on its behalf or Landlord's, any action involving any lien or liens placed upon, or in any other way affecting the Premises, its contents, or any part thereof.

Upon Tenant's failure to comply in a timely manner, as specified, Landlord may take such action as may be reasonably necessary, at the Tenant's sole cost and expense, to defend, protect or remedy the encumbrance on Landlord's interests. Any costs incurred by the Landlord to cure and remove the encumbrance and protect the Landlord's title shall be paid by Tenant to Landlord upon demand, together with all interest allowed by law and charged at a rate equivalent to the average commercial bank rates found in the **City of Appleton** at the time legal action commences.

15. Quiet Enjoyment

Subject to the provisions of this Lease, as long as Tenant remains in good standing and not in material breach or default of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for its use against Landlord and all persons claiming by, through or under Landlord, for the Term hereof but for the actions of the landlord necessary to perform its duties in the surrounding area of the residence. Landlord shall use its best efforts to ensure that the actions of Landlord or Landlord's contractors or subcontractors do not unreasonably interfere with Tenant's use and quiet enjoyment of the Premises. Tenants acknowledge and agree that the term quiet enjoyment may be subject to limitations it would otherwise not be subject to given the intent of the lease.

16. Successors and Assigns

Landlord's transfer of this Lease, whether voluntary or involuntary, shall not release Tenant from any of its obligations hereunder. Any acceptance of this Lease by any other person or entity, whether voluntary or involuntary, shall include acceptance of all of Tenant's obligations under this Lease. This Lease and each of its covenants and conditions shall be binding and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. No third party, other than such successors and assigns, shall be entitled to enforce any term, covenant, or condition of this Lease or have any rights hereunder.

17. Termination**A. Default; Termination by Landlord**

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law, or found elsewhere in this agreement. It is agreed that Tenant shall be in default of this Lease if:

- i. Tenant fails, neglects or refuses to pay any installment of rent at the time and in the amount as herein provided, or to pay any other monies agreed by Tenant to be paid promptly when and as the same shall become due and payable under the terms hereof, and Tenant further fails, neglects or refuses to pay within fifteen (15) days after written notice by Landlord;
- ii. Tenant fails to surrender the Premises upon receipt of 30 days written notice to vacate;
- iii. There is commenced any voluntary or involuntary proceeding in any court or tribunal that is instituted to declare Tenant insolvent or unable to pay Tenant's debts, and, upon (30) days after written notice is given to Tenant by Landlord, the same is not dismissed or discharged;
- iv. Tenant shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations, or agreements herein contained and covenanted and agreed to be kept and performed by Tenant, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof in writing is given by Landlord to Tenant, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice, so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance in accordance with said notice, or has taken proper steps or proceedings, under the circumstances, to prevent the seizure, destruction, alteration, or other interference with the Premises, or the title thereto, by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be.
- v. Tenant makes any sublet or assignment of this Lease, or there occurs any levy of execution or attachment in any action against Tenant, whether such sublet, assignment, levy or attachment is done for the benefit of creditors or otherwise, and such sublet, assignment, levy or attachment is not removed, dismissed, and discharged from the Premises or from the title to the Premises, within thirty (30) days after written notice thereof is given to Tenant by Landlord; or,
- vi. Tenant submits this Lease or any Memorandum of Lease for recording in the office of the Register of Deeds.

In the event of any such default the Tenant does hereby authorize and fully empower Landlord or Landlord's agent to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately. Any remaining credit balance of rent paid shall be returned to Tenant on a prorated basis.

B. Early Termination by Tenant

In the event that Tenant anticipates an early termination or early surrender of the Premises to Landlord, which shall include the full satisfaction of all obligations set forth in this Lease, Tenant shall advise Landlord by email or in writing at least thirty (30) days in advance of such anticipated date to:

Outagamie County
c/o TerraVenture Advisors
Attn.: Kathy Rudolph
PO Box 125
Eau Claire, WI 54702
kathy@tva-llc.com

Upon notice in writing from Tenant that Tenant has fully vacated Premises, and Tenant has no further claims to any personal property left behind, Landlord and Tenant shall, in writing, declare an adjusted Termination Date ("Early Termination Date").

18. **Damages Due to Holdover**

In the event Tenant shall remain in possession of the Premises after the Termination Date, Tenant shall be liable for damages due to holdover in the amount of **One Hundred Dollars (\$100.00)** per day for each day that Tenant holds over in the Premises. Damages shall be assessed as of 12:00 AM on the 31st day following prior written notice to vacate from Landlord or **November 1, 2025** whichever is earlier, and shall accrue at 12:00 AM on each and every day thereafter. No proration of damages for partial days in possession shall occur. This remedy is not exclusive of any other right, remedy or benefit available to Landlord hereunder, at law, or in equity. Tenant agrees to promptly pay damages due to holdover for each day damages are assessed within 24 hours of each hold over day.

19. **Prohibition Against Leases and Signage**

Tenant warrants and represents to Landlord that, on the Commencement Date, there are no other outstanding, undisclosed leases, or agreements to lease that pertain to the Premises. Tenant acknowledges and agrees that, during the Lease Term, Tenant is prohibited from entering into any lease or agreement for the location, erection, construction or maintenance of any structure or improvement of any kind, anywhere on or within the Premises.

20. **Notices**

All notices provided to be given under this Lease shall be email and or in writing. With writing delivered by certified or registered mail with a copy to Tenant's Legal Representative, and deemed to be given upon receipt or rejection, at the following addresses:

Landlord:

Outagamie County
Attn: Joe Zellmer, Highway Engineer
1313 Holland Road
Appleton, WI 54911

Or at such other address as Landlord may from time to time designate to Tenant in writing.

Tenant:

Garrett Haen and Genna Borths
W2689 Buchanan Road
Appleton, WI 54915

Or at such other address that Tenant may from time to time designate to Landlord in writing.

Tenant's Legal Representative: **NA**

21. Applicable Law

This Lease and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of Wisconsin unless otherwise excluded or waived herein.

22. No Recording of Lease

Both Landlord and Tenant agree that neither the Lease nor any Memorandum of Lease shall be recorded.

23. Remedies Cumulative

All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or other remedies allowed by law.

24. Severability

If any Term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Terms, covenants, conditions, or provisions of this Lease or the application thereof to any person or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25. Paragraph Headings

The paragraph headings contained herein are solely for convenience and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Lease.

26. Force Majeure Defined

For purposes of this Lease, Force Majeure shall mean those Acts of God accidents, fire or other casualty, earthquake, flood, war, riot, intervention by civil or military authorities of government, delays in the receipt of necessary governmental approvals from local, state and/or federal agencies which delays, individually or cumulatively, have the effect of delaying the ability of Tenant to relocate to a relocation site. Further, Force Majeure shall also mean insurrection or other civil commotion, material shortages, strikes, boycotts or labor disputes, soil conditions that are unforeseen and not reasonably foreseeable or discoverable through due diligent inspections prior to the effective date of this Lease, or any other or similar or like event or occurrence beyond the reasonable control of Tenant that causes Tenant to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

A. Surrender of Premises Not Excused by Force Majeure

The surrender of Premises by Tenant to Landlord according to the Terms and conditions of this Lease shall not be excused by force Majeure.

27. Landlord/Tenant

Nothing contained herein or in any other instrument or agreement between Landlord and Tenant shall be deemed or construed by the parties hereto or by any third party as creating the

relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.

28. Entire Agreement

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto regarding this Lease and it may be modified only by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written:

Landlord: **Outagamie County**

BY: _____

TITLE: _____

Date signed by Landlord: _____

Tenant: **Garrett Haen and Genna Borths**

BY: _____
Garrett Haen

BY: _____
Genna Borths

Date signed by Tenant: _____

EXHIBIT A

PARCEL 38

FEE TITLE IN AND TO THE FOLLOWING TRACT OF BEING A PART OF LOT 6, VAN HANDEL PLAT LOCATED IN AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND A PART OF GOVERNMENT LOT 2, ALL LOCATED IN SECTION 33, TOWN 21 NORTH, RANGE 18 EAST IN THE TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH QUARTER CORNER OF SECTION 33, THENCE N00°11' 43"E, A DISTANCE OF 2270.85 FEET COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE POINT OF BEGINNING;
THENCE N00°11'43"E, A DISTANCE OF 368.92 FEET COINCIDENT WITH SAID WEST LINE AND THE REFERENCE LINE FOR PROJECT 4676-04-00 TO THE CENTER 1/4 CORNER OF SECTION 33;
THENCE N00°11'43"E COINCIDENT WITH WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 255.97 FEET TO THE INTERSECTION OF THE REFERENCE LINE FOR CTH N AND THE REFERENCE LINE OF BUCHANAN ROAD AS PART OF RW PROJECT #4676-04-00;
THENCE N73°49'13"E COINCIDENT WITH THE SAID BUCHANAN ROAD REFERENCE LINE, A DISTANCE OF 250.78 FEET;
THENCE S12°09'17"E, A DISTANCE OF 40.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE FOR BUCHANAN ROAD;
THENCE S12°09'17"E, A DISTANCE OF 7.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE ON A CURVE TO THE LEFT A DISTANCE OF 114.56 FEET, WITH A RADIUS OF 3571.58 FEET AND A CHORD THAT BEARS S57°38'18"W, 114.56 FEET IN LENGTH;
THENCE S09°20'40"E, A DISTANCE OF 63.80 FEET;
THENCE S56°33'55"W, A DISTANCE OF 61.71 FEET;
THENCE S33°11'08"E, A DISTANCE OF 61.92 FEET;
THENCE S00°45'42"E, A DISTANCE OF 43.91 FEET;
THENCE S62°50'00"W, A DISTANCE OF 21.46 FEET;
THENCE S12°28'50"W, A DISTANCE OF 96.44 FEET;
THENCE S21°44'40"W, A DISTANCE OF 186.99 FEET TO THE EAST RIGHT-OF-WAY LINE FOR CTH N;
THENCE S00°11'43"W COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 116.55 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE FOR CTH N AND THE NORTH RIGHT-OF-WAY LINE FOR HILLSIDE DRIVE;
THENCE N89°48'17"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

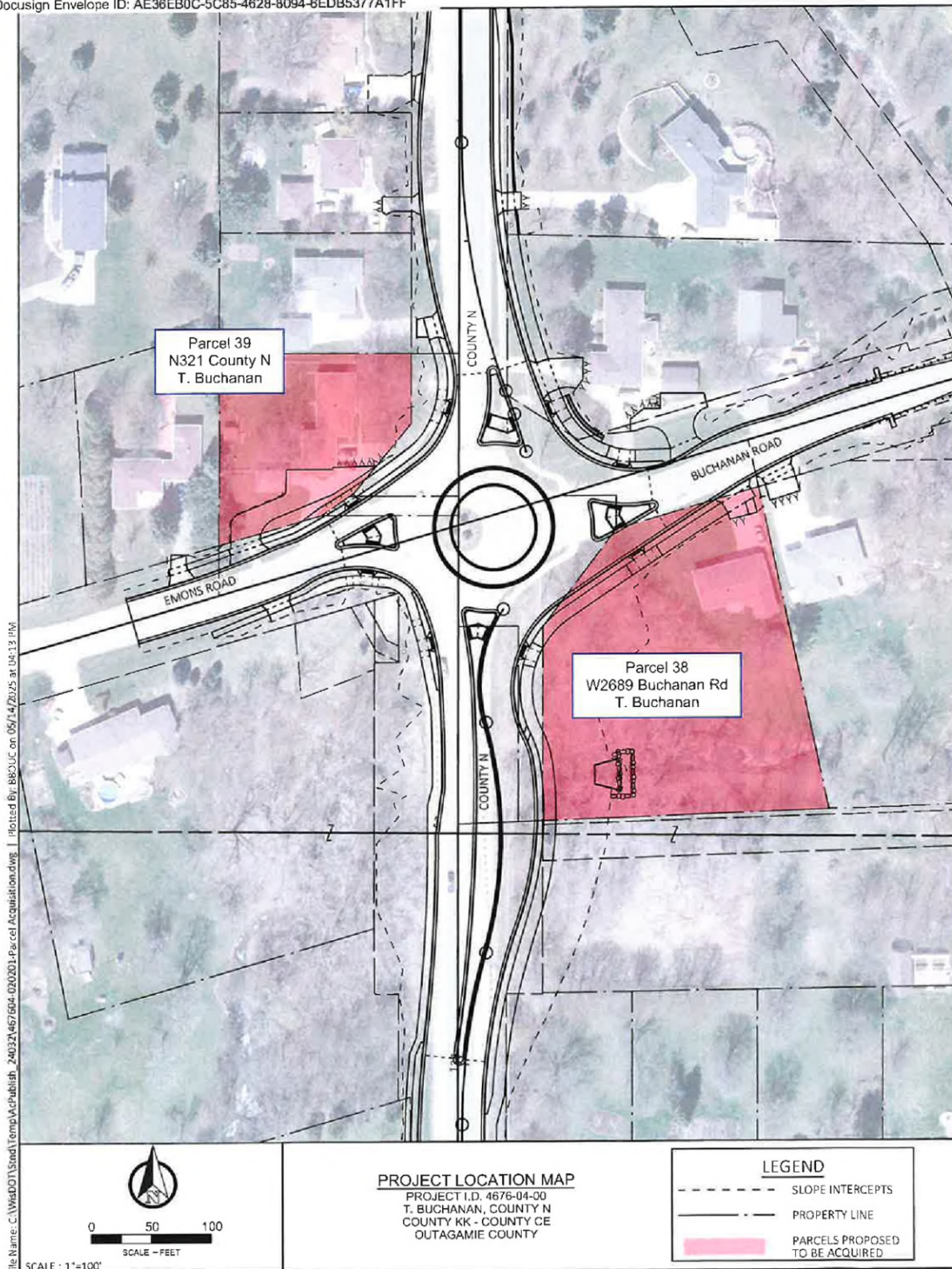
(SHEET 4.09, FOR REFERENCE PURPOSE ONLY)

SAID PARCEL CONTAINS 18,283 SQ FT MORE OR LESS FOR ADDITIONAL NEW RIGHT OF WAY FOR CTH N AND 8,155 SQ FT MORE ORE LESS LOCATED WITHIN THE EXISTING RIGHT OF WAY OF CTH N.

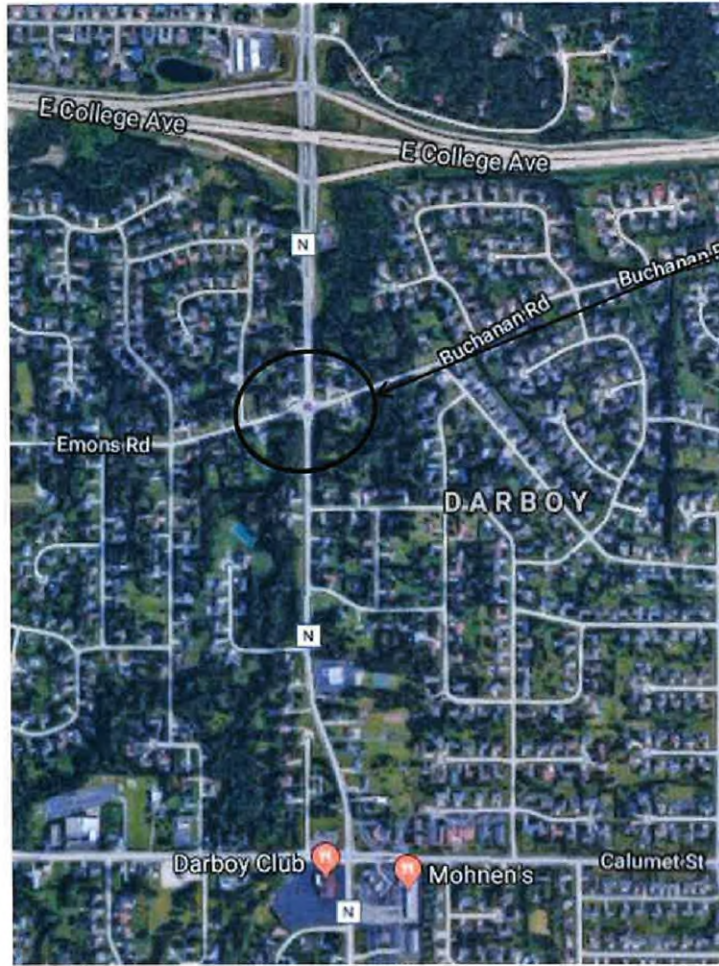
AND ALSO, **FEE TITLE** TO ALL THOSE REMAINING LANDS OF THE OWNER DESCRIBED IN DOCUMENT 2249970, RECORDED IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE, SAID LANDS BEING LOCATED IN PART OF GOVERNMENT LOT 2, SECTION 33, TOWN 21 NORTH, RANGE 18 EAST IN THE TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN.

SAID LANDS CONTAINS 31,902 SQ FT MORE OR LESS OF LANDS.

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Docusign Envelope ID: AE36EB0C-5C85-4628-8094-6EDB5377A1FF



Project Location Map
Project I.D. 589600-21
CTH N Reconstruction
Outagamie County

Project Location

