

AMENDED ** AGENDA ** **AMENDED**

** OUTAGAMIE COUNTY BOARD **

Office of the County Clerk, December 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 NOVEMBER 3, 2025 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
 - A. Anne Van, Executive Operations and Public Relations Specialist, will give an update on the Uniquely Wisconsin film series featuring Outagamie County
5. ESTABLISH ORDER OF THE DAY
6. COMMUNICATIONS
7. PUBLIC PARTICIPATION – Pursuant to Chapter 2, Section 2-49 Rule 6 – Appearance of Non-Board Members, of the Outagamie County Code of Ordinances, “Public participation is limited to Outagamie County residents, employees and owners of businesses in Outagamie County, Outagamie County employees, or Outagamie County property taxpayers. Participation is limited solely to only matters listed on the agenda and for a total of 15 minutes, which may be extended to 30 minutes at the discretion of the Chair. Individual speakers are limited to three minutes per speaker.”
8. APPOINTMENTS
 - A. County Executive Nelson nomination for appointment of Kevin Englebert to the Appleton Public Library Board of Trustees, term expires April 30, 2026.
 - B. County Executive Nelson nomination for reappointments of Wendy Hartman and Bastia Looker to the Outagamie Waupaca Library System (OWLS) Board of Trustees, terms expire December 31, 2028.
 - C. County Executive Nelson nomination for appointment of Curtis Riedy as the Outagamie County Highway Commissioner.
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will give an Administrative Update.
10. UNFINISHED BUSINESS
 - A. Resolution No. 86—2025-26 – Legislative/Audit and Human Resources Committee.
With the Outagamie County Coroner’s current term ending on January 4th, 2027, approve the request to change the Outagamie County Coroner's Office to the Outagamie County Medical Examiner's Office; the Medical Examiner will be statutorily required to perform the same duties as the Coroner but would be an administrative employee, appointed by the board, under the supervision of the County Executive; with no immediate fiscal impact as this will only affect future budgets, as detailed on the resolution.

At the October 28, 2025 County Board Meeting, Resolution No. 86 was being held in Legislative Audit Committee.

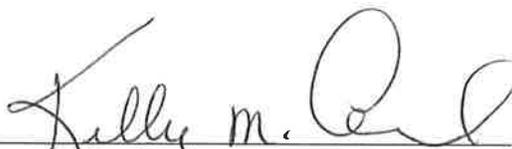
11. NEW BUSINESS

- A. Ordinance No. Z-10—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve to recommend adoption of the petition of Keith Doyle, applicant on behalf of MCC Inc., owner, to rezone parcels 040074600 and 040074514 from the Industrial District to the General Agriculture District in the Town of Center, as noted on the Ordinance and attachments.
- B. Resolution No. 119—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request by adding one full-time Marketing Specialist position effective December 23, 2025 for the Appleton International Airport, with no fiscal impact, as noted on the attachments.
- C. Resolution No. 120—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve of increasing the following LC Grants line items: Equipment by \$68,000, Supplies by \$2,000, and Revenue by \$70,000, as noted on the attached fiscal note.
- D. Resolution No. 121—2025-26 – Public Safety Committee. Approve to urge the Federal government to continue funding the Emergency Management Performance Grant for the period of January 1, 2025 through September 30, 2025, as outlined in the current grant award, with no gap in funding, to match the Original Notice of Funding Opportunity, as noted on the Resolution.
- E. Resolution No. 122—2025-26 – Highway, Recycling and Solid Waste Committee. Approve the Highway Department budgetary transfer of excess funds from the CTH F bituminous project totaling \$27,713.86 to the exceeded expenditures total for CTH D \$23,605.50 and CTH PP \$4,108.36, as noted on the Resolution and attached fiscal note.
- F. Resolution No. 123—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve transferring \$55,000 from the County Properties Purchased Services line item to the Justice Center Purchased Services line item, to pay for a portion of the energy recovery wheel replacement, as noted on the Resolution and the attached fiscal note.
- G. Resolution No. 124—2025-26 – Finance Committee. Approve transferring \$126 from the line items of Elections Purchased Services to the Care of Veterans Graves Purchased Services, to reflect the increase in operational costs related to the care of Veterans graves and tombstones, as noted on the attached fiscal note.
- H. Resolution No. 125—2025-26 – Public Safety Committee. Approve transferring \$2,500 from the line items of Emergency Management Office Supplies to the Emergency Management Travel/Training, to cover unexpected travel/training costs, as noted on the Resolution and attached fiscal note.
- I. Resolution No. 126—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve of the Land Conservation Department to accept and expend the Great Lakes Restoration Initiative grant of \$45,780.38, to provide a portion of the Wrightstown Streambank and Agriculture Runoff Treatment System project, and authorize and approve of increasing the following TMDL Lower Fox-P&K line items: Salaries by \$21,092.36; Fringe Benefits by \$7,912.40; Purchased Services by \$16,775.62; and Misc. Revenue by \$45,780.38, as noted on the attached fiscal note.

- J. Resolution No. 127—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the attached Outagamie County, Wisconsin Appleton International Airport Airline Operating Agreement with Sun Country Inc., dba Sun Country Airlines, with no fiscal impact to the 2026 budget, as noted on the attached fiscal note.
- K. Resolution No. 128—2025-26 – Health and Human Services Committee. Authorize and approve of various budget transfers and alterations to the 2025 Health and Human Services budget, where changes in activity occurred during 2025, as noted on the attached fiscal note and worksheet.
- L. Resolution No. 129—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve of increasing the following TMDL Lower Fox (P&K) line items: Salaries by \$20,100; Fringe Benefits by \$14,900; and decreasing Purchased Services by \$35,000, for the County Land Conservation Department, Great Lakes Restoration Initiative grant for the Wrightstown Steambank project, with no county funding required, as noted on the attached fiscal note.
- M. Resolution No. 130—2025-26 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve of decreasing the following County Wide Grants line items: Revenue by \$461,521.00; Salary by \$94,029.00; Fringe by \$50,623.00; Travel/Train by \$600.00; Supplies by \$5,951.00; Purchased Services by \$358,318.00, and increasing the Capital Outlay line item by \$48,000.00, to reflect the loss of federal grants that occurred in April, 2025, as well as additional funds that were received in the moveable equipment category prior to the loss of funds, as noted on the attached fiscal note and worksheet.
- N. Resolution No. 131—2025-26 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve of various budget transfers and alterations to the 2025 Appleton International Airport capital improvements and operations budget, to account for actual financial activity, as noted on the attached fiscal note and worksheet.
- O. Resolution No. 132—2025-26 – Finance Committee. Approve to authorize writing off the 2025 Accounts Receivables, Delinquent Accounts Receivable Write-offs and authorize the Finance Director to remove these receivables from the County records and deem them no longer collectible, as noted on the resolution and attachments.
- P. Resolution No. 133—2025-26 – Health and Human Services Committee. Authorize and approve of various budget transfers and alterations to the 2025 Brewster Village budget, as noted on the attached fiscal note and worksheet.
- Q. Resolution No. 134—2025-26 – Legislative/Audit and Human Resources Committee. Approve the Human Resources Department 2025 budget adjustment by transferring \$68,000 from the Purchased Services line item to the line items of Salaries by \$25,000 and Fringe Benefits by \$43,000, with no additional county funding requested, as noted on the attached fiscal note.
- R. Resolution No. 135—2025-26 – Public Safety Committee. Authorize and approve of various budget transfers and alterations to the 2025 Sheriff's Office budget, as noted on the attached fiscal note and worksheet.
- S. Resolution No. 136—2025-26 – Finance Committee. Authorize and approve increasing the 2025 Capital Project (ERP) Capital Outlay line item and the 2025 Capital Projects Transfer In line item by \$2,112,000 each, to be used to implement an Enterprise Resource Planning (ERP) system, as noted on the attached fiscal note.

- T. Resolution No. 137—2025-26 – Legislative/Audit and Human Resources Committee. Approve the attached Agreement between Outagamie County and Outagamie County Deputy Sheriff’s Association 2026-2027 and Proposed Contract Changes – DSA Contract 2026-2027 document, with no budget adjustment, as noted on the Resolution and attachments.
- U. Resolution No. 138—2025-26 – Legislative/Audit and Human Resources Committee. Approve an in-year Table of Organization request to reclassify one (1) Office Specialist position from full-time to part-time and reclassify one (1) Account Technician position from part-time to full-time in the Clerk of Courts Office effective December 28, 2025, with no fiscal impact, as noted on the attachments.
- V. Ordinance No. H—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to amend Sec. 36-166, Highways designated as Class B, of the Outagamie County Code of Ordinances; as noted on the Ordinance.

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, November 3, 2025.

The Board met pursuant to adjournment, and was called to order by Chairperson Gabrielson at 5:36 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

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

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

The Pledge of Allegiance was led by Chairperson Gabrielson.

SPECIAL ORDER OF BUSINESS – None.

ESTABLISH ORDER OF THE DAY – In order to expedite the meeting, Chairperson Gabrielson requested unanimous consent to group the resolutions for roll calls for the Table of Organization Changes, New Position Changes, and Regrading (Resolution Nos. 88-115—2025-26) into a combined roll call per department committee of jurisdiction, unless a Supervisor requests a resolution separated out from the combined roll call. VOICE VOTE CARRIED UNANIMOUSLY.

Chairperson Gabrielson emphasized if the 2026 County Executive Budget is not adopted tonight, the County Board meeting will recess until 9:00 a.m. the following morning and will continue until the County Budget is passed.

Supervisor Winterfeldt arrived to the meeting at 5:39 p.m.

Chairperson Gabrielson requested unanimous consent to allow Corporation Counsel Sargent, Finance Director Uitenbroek, Deputy Director Mitchell, HR Director Wunderlich, and any other Administration Staff as recognized to answer technical questions as needed. VOICE VOTE CARRIED UNANIMOUSLY.

2026 COUNTY EXECUTIVE BUDGET - The Finance Committee moves for adoption of the 2026 County Executive Budget as amended by the Finance Committee (see Final Finance Committee 2026 Executive Budget Amendments Worksheet).

Supervisor Croatt moved, seconded by Supervisor Cuff, for adoption of the 2026 County Executive Budget as amended by the Finance Committee.

Public Safety Committee

No amendments were offered.

Health and Human Services Committee

No amendments were offered.

Highway, Recycling and Solid Waste Committee

No amendments were offered.

Property, Airport, Recreation and Economic Development Committee

No amendments were offered.

Legislative/Audit and Human Resources Committee

Resolution No. 87—2025-26 – Legislative/Audit and Human Resources Committee. Authorize an employee base wage increase of one percent (1%) effective December 28, 2025, for the year 2026, exclusive of step increases, for the exempt and non-exempt pay group which includes all employees except Elected Officials / County Board, the DSA Union group and commission members; a one percent (1%) increase for seasonal staff, and a one percent (1%) increase for the Miscellaneous Pay Group employees. The Miscellaneous pay group employees consist of Deputy Coroners, Bailiffs, Grants, various HHS food transporters, handypersons and site managers, built into the 2026 annual operating budget, as noted on the attached fiscal note. Authorize the employee step program to be retained for 2026 and that all other benefits remain the same based on usage, as detailed in the attachments.

Supervisor Spears moved, seconded by Supervisor Johnson, for adoption of Resolution No. 87—2025-26.

Supervisor Thiede moved, seconded by Supervisor Spears, to amend the resolution to update the Cost of Living increase on December 28, 2025 equivalent to add additional 1% (for a total of 2%) with the total including fringes to be \$912,810.81, with monies to come from the General Fund Reserves.

Supervisor Hagen stated Point of Order, as it was to her understanding individual supervisor amendments are to be introduced only after the County Board completes the review of what all of the other committees have recommended to approve. Only after that would there be the opportunity for individual supervisor amendments to be recommended. Chairperson Gabrielson explained since the resolution is on the floor for discussion at this point of the meeting, proposed amendments to the resolution would be the most appropriate time to recommend amendments for this item.

ROLL CALL: 4 yes (Ferguson, Mitchell, Thiede, Lautenschlager), 25 no, 7 absent. TO AMEND RESOLUTION NO. 87—2025-26 IS DEFEATED.

Supervisor Spears moved, seconded by Supervisor Thiede, to update lump sum payment on January 1, 2026 equivalent to 2% of their salary to the 109 employees that are part time and full time at Step 10, using funding from the fund balance reserves.

ROLL CALL: 4 yes (Ferguson, Spears, Heiser, Thiede), 25 no, 7 absent. TO AMEND RESOLUTION NO. 87—2025-26 IS DEFEATED.

ROLL CALL: 28 yes, 1 no (Clegg), 7 absent. RESOLUTION NO. 87—2025-26 IS ADOPTED.

Ordinance No. G—2025-26 – Legislative/Audit & Human Resources Committee. Approve to amend the Outagamie County Code of Ordinances, language for Section 2-58, Rule 15, for the County Board Salary and fringe adjustments for the 2026-28 term of office, effective with the 2026 April reorganization meeting. Annual salaries for Board meetings, standing committee meetings, seminars and conventions are the following: Supervisors \$6,072.06 (per diem \$25 for specified meetings); standing committee chairs \$6,365.10 (per diem \$25 for specified meetings); Vice-Chairperson \$7,955.85 (no per diem); and Board Chairperson \$18,150.00 (no per diem), as detailed in the ordinance and on the attachments.

Supervisor McCabe moved, seconded by Supervisor Patience, for adoption of Ordinance No. G—2025-26.

Supervisor Lautenschlager moved, seconded by Supervisor Smith to amend Ordinance No. G—2025-26 to revise the annual salary dollar amounts to 2% across for each position; Supervisors \$6,072.06 (per diem \$25 for specified meetings); standing committee chairs \$6,183.24 (per diem \$25 for specified meetings); Vice-Chairperson \$7,728.54 (no per diem); and Board Chairperson \$16,830.00 (no per diem).

ROLL CALL: 17 yes, 11 no (Johnson, Kostelny, Ferguson, Hermes, Croatt, Heiser, Mitchell, Hagen, Thiede, Janke, Winterfeldt), 1 abstain (Zabronsky), 7 absent. ORDINANCE NO. G—2025-26 IS AMENDED.

Supervisor Thiede moved, seconded by Supervisor Ferguson, to amend Ordinance No. G—2025-26 as amended to revise the base salary dollar amounts to reflect a 0% increase: Supervisors \$5,953.00 (per diem \$25 for specified meetings); standing committee chairs \$6,062.00 (per diem \$25 for specified meetings); Vice-Chairperson \$7,577.00 (no per diem); and Board Chairperson \$16,500.00 (no per diem).

ROLL CALL: 20 yes, 9 no (Smith, Gabrielson, Kostelny, Hammen, Mitchell, Monfils, Clegg, VanderHeiden, Lautenschlager), 7 absent. ORDINANCE NO. G—2025-26 AS AMENDED IS AMENDED.

ROLL CALL: 26 yes, 3 no (Monfils, Clegg, Lautenschlager), 7 absent. ORDINANCE NO. G—2025-26 IS ADOPTED AS AMENDED.

New Position Requests – 2026 Budget

Brewster Village:

Resolution No. 88—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for Brewster Village, cost center 5017663, by creating one (1) full-time Unit Clerk position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 89—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for Brewster Village, cost center 5017665, by creating three (3) part-time Customer Service Specialist positions effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor McCabe moved, seconded by Supervisor Cuff, for adoption of Resolution Nos. 88 and 89—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NOS. 88 & 89—2025-26 ARE ADOPTED.

Clerk of Courts:

Resolution No. 90—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Clerk of Courts Office, cost center 1000500, by creating one (1) part-time Account Technician I position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Kostelny moved, seconded by Supervisor Spears, for adoption of Resolution No. 90—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 90—2025-26 IS ADOPTED.

Corporation Counsel:

Resolution No. 91—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Corporation Counsel Department, cost center 1001500, by changing the full-time Risk Coordinator (Administrator) position from Exempt 160 to Exempt 170 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Kostelny moved, seconded by Supervisor Croatt, for adoption of Resolution No. 91—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 91—2025-26 IS ADOPTED.

County Treasurer:

Resolution No. 92—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the County Treasurer Department, cost center 1002400, by changing the full-time Chief Deputy Treasurer position from Non-Exempt 135 to Non-Exempt 145 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor VanderHeiden moved, seconded by Supervisor Johnson, for adoption of Resolution No. 92—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 92—2025-26 IS ADOPTED.

CJTS:

Resolution No. 93—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Criminal Justice Treatment Services Department, cost center 1009100, by eliminating one (1) part-time Inmate Resource Coordinator position (28 hours/week) and creating one (1) part-time Inmate Resource Coordinator position (32 hours/week) effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Patience moved, seconded by Supervisor Nejedlo, for adoption of Resolution No. 93—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 93—2025-26 IS ADOPTED.

District Attorney:

Resolution No. 94—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the District Attorney Office, cost center 1003400, by eliminating one (1) part-time Legal Assistant position and creating one (1) full-time Legal Assistant position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Patience moved, seconded by Supervisor Lamers, for adoption of Resolution No. 94—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 94—2025-26 IS ADOPTED.

Family Court Services:

Resolution No. 95—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Family Court Services Department, cost center 1003801, by changing the full-time Lead Mediator position from Exempt 150 to Exempt 155 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Kostelny moved, seconded by Supervisor Johnson, for adoption of Resolution No. 95—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 95—2025-26 IS ADOPTED.

Health & Human Services:

Resolution No. 96—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2061050, by eliminating one (1) part-time Environmental Health Sanitarian position and creating one (1) full-time Environmental Health Sanitarian position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 97—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2063100, by creating one (1) full-time Dementia Care Specialist position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 98—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2063100, by creating one (1) full-time Prevention Coordinator position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 99—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2063595, by creating four (4) full-time Case Manager - CLTS positions effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 100—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2066090, by creating two (2) full-time Case Manager - CCS positions effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 101—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Health and Human Services Department, cost center 2066090, by creating one (1) full-time Clinical Psychiatrist position effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 102—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Health and Human Services Department, cost center 2066090, by changing the full-time Senior Billing Specialist position from Non-Exempt 125 to Non-Exempt 130 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Lautenschlager moved, seconded by Supervisor McCabe, for adoption of Resolution Nos. 96, 97, 98, 99, 100, 101, and 102—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NOS. 96, 97, 98, 99, 100, 101 & 102—2025-26 ARE ADOPTED.

Information Technology:

Resolution No. 103—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Information Technology (IT) Department, cost center 6040100, by changing the full-time IT Network Engineering Manager position from Exempt 170 to Exempt 175 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 104—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Information Technology (IT) Department, cost center 6040100, by changing the full-time IT Operations Manager position from Exempt 170 to Exempt 175 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 105—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Information Technology (IT) Department, cost center 6040100, by changing the full-time IT Systems Engineering Manager position from Exempt 170 to Exempt 175 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Cuff moved, seconded by Supervisor Lautenschlager, for adoption of Resolution Nos. 103, 104 and 105—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NOS. 103, 104 & 105—2025-26 ARE ADOPTED.

Land Conservation:

Resolution No. 106—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Land Conservation Department, cost center 1008200, by changing the full-time Engineering Specialist position from Non-Exempt 140 to Non-Exempt 145 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 107—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Land Conservation Department, cost center 1008200, by changing the full-time Soil Health Specialist position from Non-Exempt 140 to Non-Exempt 145 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 108—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Land Conservation Department, cost center 2090600, by changing the full-time Watershed Coordinator position from Non-Exempt 140 to Non-Exempt 145 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor VanderHeiden moved, seconded by Supervisor Janke, for adoption of Resolution Nos. 106, 107 and 108—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NOS. 106, 107 & 108—2025-26 ARE ADOPTED.

Parks:

Resolution No. 109—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006200, by changing the full-time Parks Project Technician position from Non-Exempt 135 to Non-Exempt 140 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 110—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006200, by changing the full-time Parks Maintenance Supervisor position from Non-Exempt 130 to Non-Exempt 145 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 111—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006900, by changing the full-time Environmental Education & Natural Resources Manager position from Exempt 155 to Exempt 160 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 112—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006900, by changing the full-time Naturalist II – Education position from Non-Exempt 135 to Non-Exempt 140 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 113—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006900, by changing the full-time Naturalist II – Land Management position from Non-Exempt 135 to Non-Exempt 140 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Resolution No. 114—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Wage Scale for the Parks Department, cost center 1006200, by changing two (2) full-time Parks Maintenance Technician II positions from Non-Exempt 120 to Non-Exempt 130 effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Kostelny moved, seconded by Supervisor Johnson, for adoption of Resolution Nos. 109, 110, 111, 112, 113 and 114—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NOS. 109, 110, 111, 112, 113 & 114—2025-26 ARE ADOPTED.

Sheriff:

Resolution No. 115—2025-26 – Legislative/Audit & Human Resources Committee. Amend the Table of Organization for the Sheriff Office, cost center 1008015, by eliminating four (4) part-time Correctional Officer positions and creating three (3) full-time Correctional Officer positions effective January 1, 2026, and the fiscal change has been included in the budget as well as attendant budget expenditures and revenues, as detailed in the attachments.

Supervisor Patience moved, seconded by Supervisor Croatt, for adoption of Resolution No. 115—2025-26.

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 115—2025-26 IS ADOPTED.

Agriculture, Extension Education, Zoning and Land Conservation Committee

No amendments were offered.

Finance Committee

No new amendments were offered.

Chairperson Gabrielson stated it was 7:00 p.m., and the meeting breached the 90-minute mark, which per County Board rules, the Board was eligible for a break. Considering there was no unanimous consensus to continue on with the meeting, Chairperson Gabrielson opted to institute a 10-minute recess and restart the meeting at 7:10 p.m.

The meeting resumed at 7:11 p.m.

Independent Supervisor Amendments to the 2026 County Executive Budget.

Chairperson Gabrielson recognized since the County is at its levy limit, any proposed changes will need to be offset by existing item(s) in the proposed budget.

Independent Supervisor Amendment 1

Supervisor Klemp moved, seconded by Supervisor Monfils, to reduce the approved Capital Improvement Project (CIP) budgeted for the Plamann Park Maintenance/Office/Multi-Use Facility, as referenced in the 2026 County Executive Budget on page 376, from \$20 million to \$15 million.

ROLL CALL: 12 yes (Smith, Lamers, Ferguson, Hermes, Mitchell, Klemp, Thiede, Janke, Weinberg, Monfils, Winterfeldt, Lautenschlager), 16 no, 1 abstain (Johnson), 7 absent. INDEPENDENT SUPERVISOR AMENDMENT #1 TO THE 2026 COUNTY EXECUTIVE BUDGET IS DEFEATED.

Chairperson Gabrielson asked for any additional individual amendments. No additional amendments were offered.

ROLL CALL to adopt the 2026 County Executive Budget as amended.

ROLL CALL: 24 yes, 5 no (Ferguson, Hermes, Mitchell, Klemp, Thiede), 7 absent. 2026 COUNTY EXECUTIVE BUDGET IS ADOPTED AS AMENDED.

RECONSIDERATION OF 2026 ADOPTED BUDGET

Supervisor Thyssen moved, seconded by Supervisor Hammen to reconsider the 2026 Adopted Budget for the purpose of lock in.

Vote for reconsideration. ROLL CALL: 28 yes, 1 no (Mitchell), 7 absent. 2026 COUNTY EXECUTIVE BUDGET AS AMENDED IS RECONSIDERED.

LOCK IN OF 2026 ADOPTED BUDGET

Vote for lock in. ROLL CALL: 24 yes, 5 no (Hermes, Mitchell, Klemp, Thiede, Winterfeldt), 7 absent. 2026 COUNTY EXECUTIVE BUDGET AS AMENDED IS ADOPTED & LOCKED IN.

Finance Committee - continued

Resolution No. 116—2025-26 – Finance Committee. Enabling Tax Levy Resolution for 2025, collected in 2026.

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

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 116—2025-26 IS ADOPTED.

RECONSIDERATION OF RESOLUTION NO. 116—2025-26

Supervisor Croatt moved, seconded by Supervisor Cuff, to reconsider Resolution No. 116—2025-26 for the purpose of lock in.

Vote for reconsideration. ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 116—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 116—2025-26 IS ADOPTED & LOCKED IN.

The following items are pertinent to regular business and the 2025 budget.MINUTES OF THE OCTOBER 28, 2025 BUDGET PUBLIC HEARING AND COUNTY BOARD MEETING –

Supervisor Thyssen moved, seconded by Supervisor Smith, to approve the minutes of the October 28, 2025 Budget Public Hearing and County Board meeting.

ROLL CALL: 28 yes, 1 abstain (Wegand), 7 absent. MINUTES OF THE OCTOBER 28, 2025, BUDGET PUBLIC HEARING AND COUNTY BOARD MEETING ARE APPROVED.

COMMUNICATIONS –

Chairperson Gabrielson summarized the following communications:

- Chairperson Gabrielson extended his thanks to all who helped with the 2026 County Executive Budget. He specifically thanked Finance Director Uitenbroek, Deputy Director Mitchell, the Finance Department staff, and County Executive Nelson, who met the needs of the County operations while being fiscally responsible. He extended his appreciation to Department Heads who proved to be creative with ensuring their department needs are met with working with limited financial resources. He thanked the Finance Committee Chairman Croatt and Finance Committee members who dedicated their time and efforts to review and evaluate the budget. He continued with thanking the County Board Supervisors who revised their department and jurisdiction budgets, and attended meetings to learn and discuss. Chairperson Gabrielson also extended his thanks to Legislative Services with all of their organization and support of the budget process by compiling meeting packets, publishing agendas, composing minutes, and implementing the first live stream feed of the budget review session meetings. He also extended his appreciation to the public who attended in person or online and shared their input on the budget.
- The County Executive has six (6) days to review and amend the 2026 County Budget to issue a veto. Chairperson Gabrielson instructed Supervisors to watch their e-mails for updates. Should the County Executive institute a veto, the County Board will need to reconvene on Tuesday, November 11, 2025 to address that scenario. In the case no veto is implemented and there are no other pressing business matters for the county, there may be the opportunity to cancel the November 11, 2025 County Board meeting. Existing committees will continue to meet as scheduled.
- Tuesday, December 9, 2025 will be the final County Board meeting for 2025 – Chairman Gabrielson stressed the importance of finalizing all committee business by that date. Should there be a critical need for a meeting in December, it will fall on December 23, 2025.
- Donations are currently being accepted for the County Board holiday tradition of raising funds for the Adopt-A-Family Program for Outagamie County. The goal this year is to raise \$500. If interested in contributing, please provide the cash or check (made payable to Sara Hickey) in Legislative Services. All contributions must be received by November 17, 2025.
- Chairman Gabrielson reminded the County Board that November 11, 2025 is Veterans Day, and took the time to acknowledge Supervisors who served in the country's armed forces: Supervisors Culbertson, Rettler, Janke, Mitchell, and Kostelny.

- November 4, 2025 – November 11, 2025 is the time of Operation Green Light for Veterans; this year marks 5 years for Operation Green Light, which is a National Association of Counties (NACo) and National Association of County Veterans Service Officers (NACVSO) initiative, where the nation's county veterans service offices encourage all 3,069 counties to participate by lighting the county buildings green in solidarity and support for veterans as a reminder they are appreciated and supported. Outagamie will participate again this year, and Chairperson Gabrielson encouraged to do a drive by the County Campus at night to see the green lighting.
- The County Clerk's Office will have nomination papers available for County Supervisor positions starting Thursday, November 13. Contact the County Clerk's Office to schedule a time to complete nomination papers or stop by their office during normal business hours. Papers can be circulated starting December 1, 2025. Should there be a County Supervisor who decides not to seek reelection, he/she will need to submit non-candidacy papers by 5 p.m. on Friday, December 26, 2025 per Wisconsin State Law.
- There are six (6) Supervisors who still need to complete the most recent cyber security training course, titled *Pick Your Path: A Fistful of Data*, e-mailed to mailboxes on October 6, 2025; this training should be completed as soon as possible.
- County Board Supervisors should have received an e-mail recently from Benefits Specialist Kariann Hesse, Outagamie County's HR Advisor and Benefits Specialist for the annual Open Enrollment for the county health insurance. If interested in enrolling in the county health plan, please complete the form included in the e-mail or contact Legislative Services; open enrollment ends November 13th, 2025.
- Outagamie County Land and Development Services established office hours are Monday through Thursday, from 8:00 a.m. to 4:00 p.m., and Fridays from 8:00 a.m. to Noon. Any questions can be directed to Supervisor VanderHeiden.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays: Supervisor Ferguson (11/6), Supervisor Nejedlo (11/8), Supervisor Croatt (11/10), and Supervisor Monfils (12/3).

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

APPOINTMENTS – None.

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

UNFINISHED BUSINESS – None.

NEW BUSINESS

Resolution No. 117—2025-26 – Public Safety Committee. Authorize and approve of the Sheriff's Office to apply for, accept and expend the 2026 County/Tribal Law Enforcement Program grant issued by the Wisconsin Department of Justice for \$29,750, the amount to be split equally with the Oneida Tribe of Indians, with no county match required; authorize and approve of increasing the following 2026 Sheriff Grants cost center line items: Intergovernmental Revenue by \$29,750; Supplies by \$14,875; Purchased Services by \$14,875, as detailed in the attached fiscal note.

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

ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 117—2025-26 IS ADOPTED.

RECONSIDERATION OF RESOLUTION NO. 117—2025-26

Supervisor Thyssen moved, seconded by Supervisor Spears, to reconsider Resolution No. 117—2025-26 for the purpose of lock in.

Vote for reconsideration. ROLL CALL: 26 yes, 3 no (Ferguson, Klemp, Thiede), 7 absent. RESOLUTION NO. 117—2025-26 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 117—2025-26 IS ADOPTED & LOCKED IN.

Resolution No. 118—2025-26 – Finance Committee. Approve the creation of the Outagamie County Food Security Stabilization Fund, and approve increasing the Economic Support Grants Other Special Contracts/Obligations line item and decreasing the Management & Support Other Financial Sources – Fund Balance Applied line item by \$200,000 each to help alleviate the fallout from the Federal Government shutdown, as detailed on the attached fiscal note.

Chairperson Gabrielson explained a copy of Resolution No. 118—2025-26 placed on each County Supervisor desks featured a friendly amendment to edit out a clerical error, which was caught during the Finance Committee meeting.

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

Supervisor Croatt moved, seconded by Supervisor Patience, to increase the Food Security Stabilization Fund balance referenced in Resolution No. 118—2025-26 from \$200k to \$400k due the urgency brought forth by the federal government shutdown, whereupon the funds can be used discretionarily by HHS staff.

ROLL CALL: 26 yes, 3 no (Klemp, Winterfeldt, Lautenschlager), 7 absent. RESOLUTION NO. 118—2025-26 IS AMENDED.

ROLL CALL: 28 yes, 1 no (Lautenschlager), 7 absent. RESOLUTION NO. 118—2025-26 IS ADOPTED AS AMENDED.

RECONSIDERATION OF RESOLUTION NO. 118—2025-26 AS AMENDED

Supervisor Thyssen moved, seconded by Supervisor Patience, to reconsider Resolution No. 118—2025-26 as amended for the purpose of lock in.

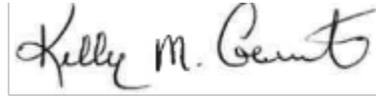
Vote for reconsideration. ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 118—2025-26 IS RECONSIDERED AS AMENDED.

Vote for lock in. ROLL CALL: 28 yes, 1 no (Lautenschlager), 7 absent. RESOLUTION NO. 118—2025-26 IS ADOPTED & LOCKED IN AS AMENDED.

ADJOURNMENT –

Supervisor Croatt moved, seconded by Supervisor Wegand to adjourn until December 9, 2025 at 7:00 p.m. VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:40 p.m.

A handwritten signature in cursive script that reads "Kelly M. Gerrits". The signature is written in black ink and is contained within a thin black rectangular border.

Kelly Gerrits, County Clerk

ROLL CALL SUMMARY NOVEMBER 3, 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	33	0	214	160
2. Johnson	33	33	214	163
3. Smith	33	33	214	186
4. Patience	33	33	214	214
5. Gabrielson	33	33	214	214
6. Kostelny	33	33	214	214
7. Hammen	33	33	214	187
8. Lawrence	33	0	214	145
9. Krueger	33	0	214	157
10. Lamers	33	33	214	178
11. Ferguson	33	33	214	214
12. McCabe	33	33	214	180
13. Wegand	33	33	214	117
14. Hermes	33	33	214	176
15. MacDonald	33	0	214	117
16. Zabronsky	33	33	117	106
17. Croatt	33	33	214	187
18. Spears	33	33	214	214
19. Heiser	33	33	214	214
20. Mitchell	33	33	214	210
21. Cuff	33	33	214	187
22. Hagen	33	33	214	214
23. Klemp	33	33	214	191
24. Thiede	33	33	214	214
25. Janke	33	33	214	172
26. Weinberg	33	33	214	190
27. Culbertson	33	0	214	170
28. Monfils	33	33	214	174
29. Winterfeldt	33	33	214	169
30. Nejedlo	33	33	214	214
31. Clegg	33	33	214	214
32. Thyssen	33	33	214	137
33. VanderHeiden	33	33	214	214
34. Rettler	33	0	214	147
35. Koury	33	0	214	122
36. Lautenschlager	33	33	214	214

Member(s) absent: Thompson, Lawrence, Krueger, MacDonald, Culbertson, Winterfeldt (late), Rettler, and Koury



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

December 9, 2025

To the Honorable Outagamie County Board of Supervisors

Ladies & Gentlemen:

Pursuant to Wisconsin Statute 43.60, which reads:

“A county chairperson, with the approval of the county board, may appoint from among the residents of the county additional members to the library board of a public library of a municipality located in whole or in part in the county, for a term of three years from the May 1 following the appointment, and thereafter for a term of three years...”

Due to personal reasons, Peter Lee is stepping down from his role on the Appleton Library Board of Trustees before the end of his term. As such, Kevin Englebert has expressed interest in fulfilling the remainder of said term.

Accordingly, I nominate Mr. Englebert to serve on the Appleton Public Library Board of Trustees with a term ending on April 30, 2026.

Sincerely,

Thomas Nelson
Outagamie County Executive

TN/av

cc: Colleen Rotvedt, Appleton Public Library Director

Outagamie County Application for Executive Appointment

Name: Kevin Englebert

Address: [REDACTED]

Home Phone: () _____ Work Phone: _____ Cell Phone: _____

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 - Development & Land Services Director

Previous Employer/Position:
East Central Wisconsin Regional Planning Commission - Deputy Director

Educational Background:
M.S. Urban & Regional Planning - UW-Madison
B.A. Geography & Cartography/GIS - UW-Madison

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

- Tourism Development Grants Committee - FCCVB 2022 - Present
- Commissioner - ECCWRPC - 2023 - Present
- Commissioner - Appleton Housing Authority 2025 - Present
- Alumni Mentor - Success Works at UW-Madison 2022 - Present

Comments:
I desire to be appointed to serve on the Appleton Public Library Board.

Signature: 

Date Submitted: 10/28/25

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
Englebert	Kevin	P	[REDACTED]
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]			

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

Development & Land Services Director - currently held
 Appleton Library Board - seeking

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.

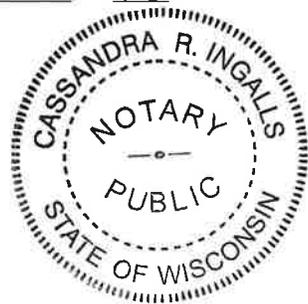
N/A

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

Kevin Englebert
 Signature

Subscribed and sworn to before me this 28th day of October, 2025.

Cassandra R Ingalls
 Notary Public
 Commission Expires: 02/20/29



Seal



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

December 9, 2025

To the Honorable Outagamie County Board of Supervisors

Ladies & Gentlemen:

Please be advised of expiring terms on the Outagamie Waupaca Library System (OWLS) Board. Trustees Wendy Hartman and Bastia Looker have expressed interest in reappointment.

I respectfully request the County Board's concurrence with the designation of the aforementioned individuals to serve on the OWLS Board of Trustees with terms expiring December 31, 2028.

Supporting documents are attached. Thank you.

Sincerely,

Thomas Nelson
Outagamie County Executive

TN/av

cc: Bradley Shipps, OWLS Director

Memo

Outagamie Waupaca Library System

3373 West Brewster Street
Appleton, WI 54914
920 832-6190



Date: November 3, 2025
To: Thomas M. Nelson, Outagamie County Executive
From: Bradley Shipps, OWLS Director
Subject: OWLS Board Appointments
Cc: Kelly Gerrits, Outagamie County Clerk

On behalf of the OWLS Board of Trustees, I request your consideration of the following trustee appointments.

Current OWLS Trustees Wendy Hartman and Bastia Looker request re-appointment to 3-year terms beginning January 1, 2026. If appointed, Bastia would continue to serve as our required representative from the Appleton Public Library Board.

Their applications are enclosed. Please contact me if you have any questions.

Enclosures:

DISCLOSURE - 25.10.24 - Hartman.pdf

DISCLOSURE - 25.10.21 - Looker.pdf

Outagamie County Application for Executive Appointment

Name: Bastia Looker

Address: _____

Home Phone: _____ Work Phone: () _____ Cell Phone: () _____

E-Mail Address: _____

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: ThedaCare / Senior Application Analyst

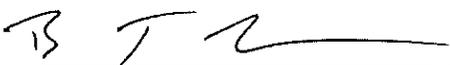
Previous Employer/Position: UW Oshkosh / Learning Technologies

Educational Background: MS Library + Information Science

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

Appleton Public Library Trustee, 10 years

Comments:

Signature: 

Date Submitted: 10/21/25

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	
Looker	Bastia	Tzi:	[REDACTED]	
MAILING ADDRESS	STREET	CITY	STATE	ZIP CODE
[REDACTED]				

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking):
 Outagamie Waupaca Library System Trustee

PRINCIPAL EMPLOYER(S) NAME
 Thedy Care

ADDRESS
 3 Neenah Center Appleton, WI 54911

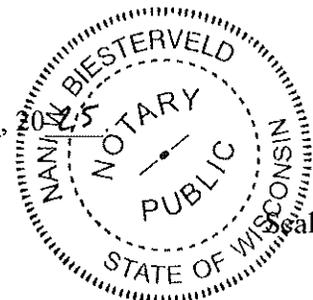
SOURCE OF INCOME IN EXCESS OF \$1,200 PER YEAR (List all sources or anticipated in excess of \$1,200/year). List any interest in any business, contract, lease or item of value, the nature and extent of such interest, holding or employment which may involve a conflict of interest or potential conflict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

I, Bastia Looker currently serving or will be serving Outagamie County in the capacity of OWLS Trustee 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]
 Signature

Subscribed and sworn to before me this 21 day of October, 2015.

Nani W. Biesterveld
 Notary Public
 Commission Expires: 07/15/2029.



Outagamie County Application for Executive Appointment

Name: Wendy Hartman

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 No

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

Present Employer/Position: (since 2018)
Fox Valley Technical College - eLearning Manager

Previous Employer/Position: (2016-2018)
Mid-State Technical College - Learning Resources Manager
WI Rapids

Educational Background:
Kiel High School - 1983
UW Oshkosh - Bachelor of Business - 1987
UW Stout - Masters of Science - Information & Communication Technology - 2018

Present and Previous Public Service Involvement: (other commissions, committees and years of involvement)
OWLS Board of Trustees - 3 years

Comments:
Applying for re-appointment to OWLS Board

Signature: Wendy M. Hartman

Date Submitted: 10-24-25

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
Hartman	Wendy	Marie	[REDACTED]
MAILING ADDRESS	STREET	CITY	STATE ZIP CODE
[REDACTED]			

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

OWLS Board of Trustees

PRINCIPAL EMPLOYER(S) NAME

Fox Valley Technical College

ADDRESS

1825 N. Bluemound Dr, Appleton, WI

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.

Salary from Fox Valley Technical College employment

Spouses salary for employment - Fox Valley Tool Die
Kaukauna, WI

I, Wendy Hartman currently serving or will be serving Outagamie County in the capacity of owls Board of Trustees 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.

Wendy Hartman
Signature

Subscribed and sworn to before me this 24 day of October, 2025.

Harmony Steiner
Notary Public
Commission Expires: June 12, 2029





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

December 5, 2025

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

With the departure of Dean Steingraber, the Highway Commissioner position became vacant. With the assistance of Board Supervisor and Highway, Recycling and Solid Waste Committee Chair Joy Hagen, Facilities Director Paul Farrell, and Human Resources Director Valarie Wunderlich, it is with extreme pleasure that I nominate Curtis Riedy for appointment as Highway Commissioner.

Curtis is a tenured employee with over 21 years with the County and 30 years in the industry. His most recent role has been as the Deputy Highway Commissioner. He has proven skills in leadership, project management, planning and overall operations, which are all critical needs for this role.

Please find supporting documents enclosed for your reference. Your support in confirming this appointment is appreciated.

Sincerely,

Thomas Nelson
Outagamie County Executive



HUMAN RESOURCES DEPARTMENT

320 SOUTH WALNUT STREET, APPLETON WI 54911

PHONE (920) 832-1668 FAX (920) 832-1534

HRMail@outagamie.org

December 5, 2025

CURTIS RIEDY

Dear Curtis,

Congratulations on your selection for the Outagamie County Highway Commissioner with the Highway department beginning on Wednesday, December 10, 2025. We are pleased to confirm the verbal offer of \$ 125,860.80 annually (2025 base pay). Within our 2025 Exempt Wage Schedule you will be a Grade 190, Step 3. Your new Adjusted Date of Hire is: December 10, 2025, which determines when you are eligible for your next step increase.

This job is contingent upon successful completion of the following marked items:

- | | | |
|--|---|--|
| <input type="checkbox"/> POPE SCREEN | <input type="checkbox"/> BACKGROUND CHECK | <input type="checkbox"/> PRE-EMPLOYMENT DRUG TEST |
| <input type="checkbox"/> BID-CAREGIVER CHECK | <input type="checkbox"/> FINGERPRINTING | <input type="checkbox"/> DEPARTMENT OF TRANSPORTATION BACKGROUND CHECK |
| <input type="checkbox"/> SHERIFF | <input checked="" type="checkbox"/> N/A | |

***This is pending:** BOARD OF SUPERVIORS APPROVAL OF COUNTY EXECUTIVE APPOINTMENT ON DECEMBER 9, 2025.

Benefits:

If you are changing part-time to full-time status or vice versa; or reducing your part-time hours, your benefit pro-rations and insurance eligibility could be affected. If this is the case, it is highly recommended that you reach out to our Employee Benefits Specialist, Kariann Hesse at x1671 to review any changes.

If you are in or moving to a part-time status, your benefits will be based on the average number of hours you worked in the previous year. Calculations are based on both your anniversary date and your adjusted date of hire. Due to the complexity of this calculation, it is again highly recommended that you discuss these changes with the Employee Benefit Specialist.

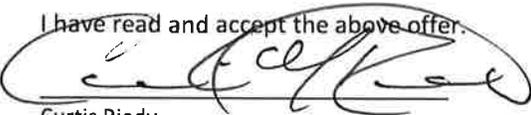
This offer letter does not constitute a contract of employment. We look forward to your continued employment and success with Outagamie County!

Sincerely,

Julie Micke

Julie Micke
Outagamie County HR Advisor – Talent Acquisition

I have read and accept the above offer.


Curtis Riedy

12/5/25
Date

Enclosures: N/A

cc: Valarie Wunderlich, Anne Vane, and Thomas Nelson

OUTAGAMIE COUNTY VALUES:

INVESTED IN SERVING - BETTER TOGETHER - CREATE PROGRESS - SUPPORT THROUGH COMPASSION

CURTIS RIEDY



Summary

Dedicated and results-driven transportation professional with 21 years of experience in the Outagamie County Highway Department, including service as Deputy Highway Commissioner. Skilled in strategic planning, infrastructure management, and personnel leadership, with a proven ability to balance operational efficiency, fiscal responsibility, and public service. Committed to fostering collaboration, transparency, and innovation to ensure safe, sustainable, and high-quality transportation systems for the residents and taxpayers of Outagamie County.

Experience

Outagamie County Highway Department - Deputy Highway

Commissioner

01/2025 - Current

Appleton, WI

- Responsible for developing short term and long term strategic direction of the department, promoting efficient and deliberate use of resources, and planning innovative solutions for the betterment of the entire community.
- Oversees the development and implementation of the budget process for highway operations.
- Develop and direct training programs for highway staff, on highway security, safety, and other operational issues and goals.
- Oversee all operational divisions of the highway department to ensure compliance with federal and state regulations, safety of employees, and the traveling public.
- Administers equipment maintenance program. Analyzing costs and determining optimal useful life, and direct purchasing with capital budget.

Outagamie County Highway Department - Patrol Superintendent

04/2022 - 01/2025

Appleton, WI

- Plan, schedule, and oversee highway projects, including winter maintenance operations.

Skills

- Project management
 - Effective communication
 - Organizational leadership
 - Coaching and mentoring
 - Problem-solving
 - Building Partnerships
-

Education

05/1994

Northern Michigan University

Marquette, MI

Associates Degree: Land Surveying

- Prepare detailed project estimates and manage budgets for construction and maintenance activities.
- Supervise, train, and evaluate employees, ensuring adherence to safety protocols and quality standards.
- Inspect project sites to verify compliance with design specifications and project requirements.
- Collaborate with the Wisconsin Department of Transportation, local municipalities, and county departments to coordinate and execute projects effectively.

Outagamie County Highway Department - Foreman *10/2012 - 04/2022*
Appleton, WI

- Manage, plan, and schedule construction projects to meet deadlines and quality standards.
- Prepare cost estimates for construction and maintenance activities, ensuring budget compliance.
- Determine personnel, machinery, and material requirements for efficient project execution.
- Interpret work rules and evaluated work performance of personnel under supervision.
- Inspect completed projects for compliance with specifications and design plans.
- Coordinate and supervised the maintenance and repair of equipment and facilities at Hortonville and Shiocton garages.

Outagamie County Highway Department - Engineering Technician
06/2004 - 10/2012
Appleton, WI

- Perform construction staking and surveying for county highway projects.
- Conduce pavement ratings for county and town roads, assisting in infrastructure assessments.
- Verify construction material quantities to ensure accuracy and cost control.
- Provide speed study and intersection crash data analysis to support safety initiatives.

OMNNI Associates - Survey Crew Lead/Field Technician
06/1994 - 06/2004
Appleton, WI

- Collaborate with project management on multi-million dollar road construction projects, providing necessary staking to ensure productivity goals were met.
- Manage a survey crew performing topographic design surveys, ensuring projects were completed accurately, within budget, and on schedule.

OUTAGAMIE COUNTY DISCLOSURE
IN COMPLIANCE WITH 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) <i>Riedy</i>	(FIRST) <i>Curtis</i>	(MIDDLE) <i>Mark</i>	DAYTIME TELEPHONE NUMBER [REDACTED]
MAILING ADDRESS STREET CITY STATE ZIP CODE [REDACTED]			

POSITION OR CAPACITY WITH OUTAGAMIE COUNTY (now held or seeking): <i>Outagamie County Highway Commissioner</i>

PRINCIPAL EMPLOYER(S) NAME <i>Outagamie County</i>
ADDRESS <i>1313 Holland Rd, Appleton, WI 54911</i>

SOURCE OF INCOME IN EXCESS OF \$10,000 PER YEAR (List all sources or anticipated in excess of \$10,000/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. <i>None</i>

I, *Curtis Riedy* currently serving or will be serving Outagamie County in the capacity of *Highway Commissioner* 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.


Signature
Today's Date: *12/5/25*

Type of personal identification submitted: _____
(to be filled out by Outagamie County)

Outagamie County Application for Executive Appointment

Name:

Curtis Riedy

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 No

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

Yes No

Present Employer/Position:

*Outagamie County Highway Department
Deputy Highway Commissioner*

Previous Employer/Position:

Educational Background:

*Northern Michigan University
Associates in Civil Technology*

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

*Outagamie County Highway Department
21 years*

Comments:

Signature:

[Handwritten Signature]

Date Submitted:

12/5/25

RESOLUTION NO.: 86—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Coroner is a required elected official under Article VI §1 of the
2 Wisconsin Constitution and whose duties are governed primarily by Wis. Stat. §59.38.
3 However, Article VI § 2 gives Wisconsin counties the authority to choose to remove the elected
4 office of Coroner and implement a Medical Examiner system in its place to be effective as of
5 the end of the Coroner’s term. *61 Atty. Gen. 355*. The Outagamie County Coroner’s current
6 term ends on January 4th, 2027. A request has been made to change the Outagamie County
7 Coroner's Office to the Outagamie County Medical Examiner's Office. The Medical Examiner
8 will be statutorily required to perform the same duties as the Coroner but would be an
9 administrative employee, appointed by the board, under the supervision of the County
10 Executive. There is no immediate fiscal impact as this will only affect future budgets and
11 therefore no fiscal note is attached.

12
13 NOW THEREFORE, the undersigned members of the Outagamie County Legislative/Audit and
14 Human Resources Committee recommend adoption of the following resolution.

15 BE IT RESOLVED, Article VI of the Wisconsin Constitution, establishes a four-year term for the
16 elected position of Office of Coroner, and the current term of the Outagamie County Coroner expires on
17 January 4th, 2027, and

18 BE IT FURTHER RESOLVED, §§59.34 and 59.38 Wis. Stats., and Article VI §2 of the Wisconsin
19 Constitution, stipulate that a county board may implement a Medical Examiner system in place of the
20 elected Office of Coroner, with the Medical Examiner carrying out the same legal responsibilities, and

21 BE IT STILL FURTHER RESOLVED, to guarantee that the role is filled by a capable person, the
22 county board may establish minimum professional qualifications for a Medical Examiner to ensure that
23 the position is held by a competent and qualified individual, and

24 BE IT STILL FURTHER RESOLVED, the funding, organizational structure, and operational
25 protocols for the Medical Examiner system can be established in compliance with §59.38, Wis. Stats., and

1 BE IT STILL FURTHER RESOLVED, by the Outagamie County Board of Supervisors that
2 Outagamie County hereby eliminates the elected Office of the Coroner and implements a Medical
3 Examiner system effective Monday January 4th, 2027, and

4 BE IT FURTHER RESOLVED, that in accordance with §59.17(2)(br), Wis. Stats., the Medical
5 Examiner will be a department head selected and supervised by the Outagamie County Executive and
6 confirmed by the Outagamie County Board of Supervisors, and

7 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
8 this resolution to the Outagamie County Executive, the Outagamie County Human Resources Director,
9 the Outagamie County Finance Director, and the Outagamie County Coroner.

10 Dated this _____ day of October, 2025

11 Respectfully Submitted,
12 LEGISLATIVE/AUDIT & HUMAN RESOURCES
13 COMMITTEE

14
15
16 _____
17 Cathy Spears

18 _____
19 Sara MacDonald

20 _____
21 Ryan Ferguson

22 _____
23 John Kostelny

24 _____
25 Sarah Weinberg

26
27 Duly and officially adopted by the County Board on: _____
28

29
30 Signed: _____
31 Board Chairperson

32 _____
33 County Clerk

34 Approved: _____
35

36 Vetoed: _____
37

Signed: _____
County Executive

ORDINANCE NO.: Z-10—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 AN ORDINANCE TO AMEND THE OUTAGAMIE COUNTY ZONING ORDINANCE.

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

7
8 Outagamie County Development and Land Services Staff Rezoning Review recommends
9 approval. Agriculture, Extension Education, Zoning and Land Conservation Committee
10 recommends approval.

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

14 BE IT ORDAINED, that the Outagamie County Board of Supervisors does recommend adoption
15 of the petition of Keith Doyle, applicant on behalf of MCC Inc., owner, to rezone parcels 040074600 and
16 040074514 from the Industrial District to the General Agriculture District. The location of the site is East
17 of Twelve Corners Rd on CTH O, Town of Center, Outagamie County, WI, as depicted on the attached
18 review and map, which by reference are made a part hereof, and

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

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

25 Dated this ____ day of December 2025

Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

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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 Agriculture, Extension Education, Zoning & Land Conservation Committee
 FROM: Austin Dyb, Land Use Specialist
 DATE: November 17, 2025
 RE: PL202500501 - Rezoning - County Review & Recommendation

Application Details:

Applicant and Owner: Keith Doyle, on behalf of MCC Inc
Request: Rezoning - County
Parcel: 040074600 & 040074514 (Subject Property)
Location: East of Twelve Corners Rd on CTH O
 TOWN OF CENTER
Public Hearing: November 25, 2025 (Public Notice Per Post Crescent)

Background & Analysis:

Keith Doyle, applicant on behalf of MCC INC (Owner) has requested a County Rezoning. The attached rezoning map depicts the request. The proposal would rezone the Subject Property from the IND Industrial District to AGD General Agricultural District. The intent is for the subject property to be an expansion of the existing non-metallic mine to the south.

Table 1 presents the existing land use and zoning district patterns surrounding the subject area. The proposed zoning district and use are consistent with adjacent properties.

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

Area Adjacent to Subject Site	Existing Zoning District	Existing Land Use
North	General Agriculture	Agriculture
South	General Agriculture	Non-metallic mine
East	Industrial	Industrial Park
West	General Agriculture	Non-metallic mine

The Applicant has been advised that a future non-metallic mine would require the approval of a Special Exception Permit.

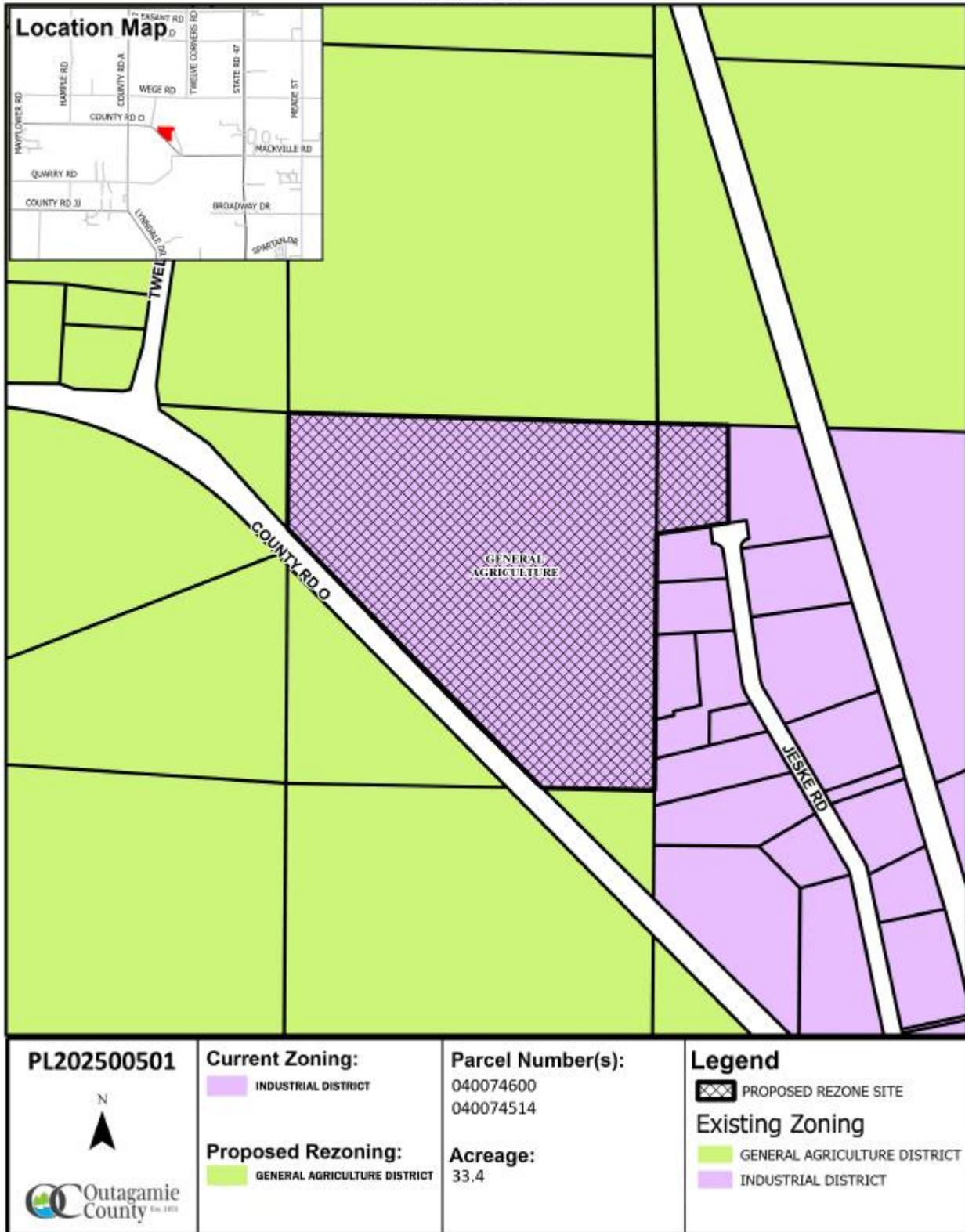
The Town of Center reviewed the rezoning request at their October 13, 2025 Town Board meeting and recommended approval.

The 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. County staff has identified the proposed rezone to be consistent with the County Comprehensive Plan as the Plan designates this subject area as "Rural Character." Typical uses for this designation are agriculture and related uses. Non-metallic mining is also included as a potential use under the Rural Character land use designation.

Staff Recommendation:

Based on our review and the above analysis of this proposed County Rezone, Staff recommends to: approve the proposed rezoning of parcel(s) 040074600 & 040074514 from the Industrial District to the General Agriculture District.

Exhibit 1





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

TOWN RECOMMENDATION FORM

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

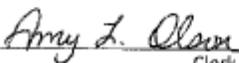
OVERVIEW OF REQUEST:

Town (or Applicable Village):	Center
Request:	Rezoning
Applicant or Petitioner Name:	Keith Doyle - MCC
Applicant Contact Information (Preferred):	
Site Parcel Number(s):	040074600 & 040074514
Site Address (if applicable):	
Pre-Application Meeting Number (if applicable):	PL202500154
Description of the Request: <i>(Please summarize the purpose of this request and/or attach a copy of the pre-application meeting summary, if applicable.)</i>	Rezone from Industrial to General Agricultural

COMPLETED BY THE CLERK:

Certification:

I hereby certify that the Board of ^{Center} , at a legally convened meeting of the Board held on 10/13/2025 , voted to Approve the Rezoning request:


10/13/25
 Clerk Signature Date

Motion Outcome by a Vote of:	5	For	0	Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>				

RESOLUTION NO.: 119—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Appleton International Airport (ATW) is requesting approval for an in-year
2 Table of Organization change by adding one (1) full-time Marketing Specialist
3 position.
4

5 The Airport has been notified that the market contractor can no longer provide
6 coordination and management services, which will create a critical gap. Rather
7 than outsourcing, the Airport intends to bring these services in-house. This position
8 will handle social media, content creation and event planning. No budget
9 adjustment is necessary, as the addition is cost-neutral in the Terminal cost center.
10 The cost of the new position will be offset by lower contractor costs and lower
11 temporary employment services.
12

13 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human
14 Resources Committee recommend adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve an in-
16 year Table of Organization request by adding one (1) full-time Marketing Specialist position
17 effective December 23, 2025 for the Appleton International Airport, with no fiscal impact, as noted
18 on the attached Position Addition Form – 2025 In Year Request, Job Description, Table of
19 Organization, and fiscal note which by reference are made a part hereof, and

20 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
21 copy of this resolution to the Outagamie County Human Resources Director, the Appleton
22 International Airport Director, and the Outagamie County Finance Director.

23 Dated this ____ day of December 2025
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Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

Sara MacDonald

Ryan Ferguson

John Kostelny

Sarah Weinberg

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

POSITION ADDITION FORM - 2025 IN YEAR REQUEST	
Completion Checklist	
<ul style="list-style-type: none"> o A visual of your proposed Table of Organization o Job description for the position requested below, highlighting any changes from current JD 	
Request Details	
Effective Date of Requested Change:	12/23/2025
Department:	Airport
Department Head:	Abe Weber
Cost Center Number:	5000110
Position Title:	Marketing Specialist
Sunset/Limited Term Position? (Yes or No)	No
Exempt (Salaried) or Non-Exempt (Hourly):	Non-Exempt
Pay Grade of Position:	130
Estimated Starting Step:	1
Position exists in the current Table of Organization?	No
Is this position full time or part time? <i>(If more than one position, use the worksheet for Multiples)</i>	Full Time: Yes
	Part Time:
If Part Time position, how many hours per week will this position be working?	Hours:
What other alternatives were considered?	RFP for outside company
If deleting a position to add this position; which position(s) will be deleted?	N/A
<i>(If deleting a position, complete the Position Deletion Form and include the Cost Savings below)</i>	
List any positions in your Table of Organization that have been vacant for 6 months or longer:	
Position Justification	
Briefly summarize why this position is needed, as well as areas of revenue and savings.	
<p>ATW's marketing contractor has notified us they can no longer provide project coordination and management services, creating a critical gap. Rather than outsourcing again, we propose bringing these services in-house by transitioning our current marketing intern, Lexie Habeck, into a full-time Marketing Specialist and adjusting some responsibilities for our Marketing Coordinator, Kari Ritchie. Lexie would take on Kari's current duties in social media, content creation, and event planning, which would free Kari to focus on project coordination and management. This restructuring not only ensures continuity of essential services but also strengthens our internal marketing capacity. Importantly, the move is cost-neutral: by eliminating the contractor's fees (approx. \$48,000 annually) and reallocating Lexie's current intern wages (approx. \$52,000 annually), we can fund the Marketing Specialist position at \$23/hour without increasing overall expenses.</p>	
Employee Impacted By This Change (if no one in position - leave blank)	
Fiscal Data	

How will this position be funded (Levy, Grant, etc.)?	Charges for Services
PROJECTED 2025 EXPENDITURES - Amounts must agree to amounts included in the proposed budget.	
Salary	\$ 959
Fringe Benefits	\$ 140
Travel/Training	\$ -
Supplies - IT	
Supplies - Other	\$ -
Purchased Services - IT	
Purchased Services - Other	\$ -
Capital Outlay	\$ -
TOTAL EXPENDITURES	\$ 1,099
COST SAVINGS OR INCREASED REVENUES:	
Please list below the additional revenues pertaining to this position and/or cost savings (reductions in expenditures) that will be shown in the budget.	
<i>Description</i>	<i>Dollar Value (enter as negative)</i>
Deleted Position (if applicable)	
	\$ -
	\$ -
TOTAL COST SAVINGS/REVENUES	\$ -
NET COUNTY COST (Levy/Fund Bal)	\$ 1,099
PARTIAL YEAR FUNDING - ANNUAL PROJECTION	
If you are requesting a position that will only be funded initially for a part of a year, please complete the following for annual (12 month) position cost:	
Salary	\$ 50,356
Fringe Benefits	\$ 32,945
Other Expenditures	\$ -
TOTAL EXPENDITURES	\$ 83,301
Deleted Position (if applicable)	
Less Increased Revenue/Cost Savings (enter as negative)	\$ -
NET COUNTY COST (Levy/Fund Bal)	\$ 83,301

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

Marketing Specialist

Position Summary

The Marketing Specialist will play a key role in promoting the airport's brand, services, and customer engagement through creative and innovative strategies. This role focuses on social media management, content creation, and event planning, bringing the airport's brand to life across every channel.

Key Responsibilities

Social Media Management

- Develop, schedule, and publish engaging content across all social media platforms (e.g., Instagram, Facebook, X/Twitter, LinkedIn, TikTok)
- Capture on-the-ground content (photos, videos, stories) at the airport and during events to highlight airport's travel experience and services.
- Track performance metrics and adjust strategies to increase reach and engagement.
- Monitor social media channels, engaging with comments, messages, and community interactions as directed.
- Stay informed on social media trends and best practices to keep the airport's online presence fresh and relevant.

Content Creation

- Write and design compelling content for social media, website, newsletters, press releases, brochures, signage, and advertising campaigns.
- Capture high-quality photos and videos to highlight airport events, amenities, employees, and passenger experiences.
- Collaborate with internal departments and external vendors for content development.
- Ensure brand consistency and accuracy in all communications.

Event Planning

- Plan, coordinate, and execute airport events including ribbon cuttings, holiday promotions, community outreach, press events, and tenant activities.
- Work cross-functionally with operations, security, concessions, and external partners to ensure smooth event logistics.
- Develop event marketing materials and campaigns to drive attendance and engagement.

- Assist with setup, on-site coordination, and post-event reporting.

Qualifications

- Bachelor's degree in Marketing, Communications, Public Relations, or related field.
- 2+ years of experience in marketing, social media, or events.
- Strong skills in social media platforms and content creation.
- Proficiency in graphic design tools (e.g., Canva, Adobe Creative Suite) and basic photo/video editing.
- Ability to work occasional evenings or weekends for special events.

Skills & Competencies

- Creative storyteller with strong writing, visual, and digital skills.
- Highly organized, detail-oriented, and able to manage multiple projects.
- Team-oriented with a positive, collaborative attitude.
- Comfortable engaging with the public and representing ATW at events.
- Passion for travel, aviation, and creating fun, memorable passenger experiences.

Working Conditions

- Office-based role located at Appleton International Airport.
- Occasional work in outdoor or terminal environments during events.
- Flexibility required for event schedules and urgent communications.

FUND: AIRPORT 500

COST CENTER NAME: AIRPORT

DEPARTMENT NAME: AIRPORT

COST CENTER NUMBER: 5000110, 5000119

POSITION COUNT REGULAR POSITIONS:	2023			2024			2025			2026		
	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE
<u>COST CENTER 5000110</u>												
ACCOUNTANT	2	0		2	0		2	0		2	0	
AIR SERVICE & BUSINESS DEV. MGR	1	0		1	0		1	0		1	0	
AIRPORT DIRECTOR	1	0		1	0		1	0		1	0	
AIRPORT ELECTRICIAN	1	0		2	0		2	0		2	0	
AIRPORT MAINTENANCE TECHNICIAN	4	0		4	0		4	0		4	0	
AIRPORT OPS. SUPERVISOR	1	0		1	0		1	0		1	0	
AIRPORT OPS. SUPERVISOR - AIRFIELD	1	0		1	0		1	0		1	0	
AIRPORT OPS. SUPERVISOR - LANDSIDE	1	0		1	0		1	0		1	0	
ASSISTANT AIRPORT DIRECTOR	0	0		1	0		1	0		1	0	
BUSINESS SYSTEMS ANALYST (shared)	0	0		0	0		0.5	0		0.5	0	
CUSTODIAN	7	0		7	0		7	0		7	0	
DIRECTOR OF AIRPORT OPERATIONS	1	0		1	0		1	0		1	0	
DIRECTOR OF FINANCE & ADMINISTRATION	1	0		1	0		1	0		1	0	
EMPLOYEE EXPERIENCE SPECIALIST	1	0		1	0		1	0		1	0	
FACILITIES MAINTENANCE TECHNICIAN I	2	0		2	0		2	0		2	0	
FBO MANAGER	1	0		1	0		0	0		0	0	
MARKETING & BRAND MANAGER	1	0		1	0		1	0		1	0	
MARKETING & COMMS. COORDINATOR	0	0		1	0		1	0		1	0	
MECHANIC	2	0		2	0		2	0		2	0	
OFFICE SPECIALIST	1	0		1	0		1	0		1	0	
SALES & CUSTOMER EXP. SUPERVISOR	1	0		1	0		1	0		1	0	
COST CENTER TOTALS	30	0	0	33	0	0	32.5	0	0	32.5	0	0

FUND: AIRPORT 500

COST CENTER NAME: AIRPORT

DEPARTMENT NAME: AIRPORT

COST CENTER NUMBER: 5000110, 5000119

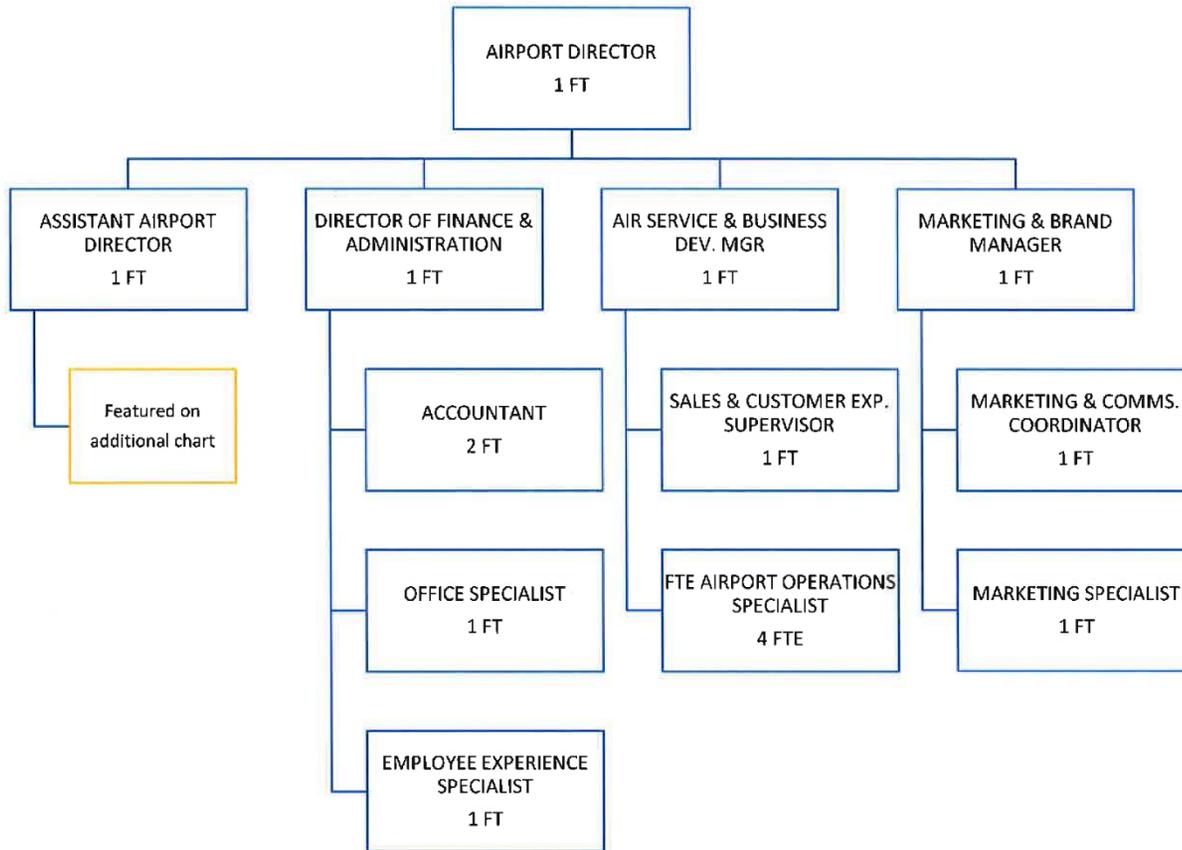
POSITION COUNT REGULAR POSITIONS:	2023			2024			2025			2026		
	FT	PT	FTE									
<u>COST CENTER 5000119</u>												
AIRPORT OPERATIONS SPECIALIST	0	0		0	0		0	0		0	0	
AIRPORT OPERATIONS SPECIALIST - LEAD	5	0		5	0		5	0		5	0	
AIRPORT OPERATIONS SUPERVISOR - FBO	3	0		3	0		3	0		3	0	
FBO MANAGER	0	0		0	0		1	0		1	0	
FTE AIRPORT OPERATIONS SPECIALIST	0	0	30.0	0	0	4.0	0	0	4.0	0	0	4.0
FTE AIRPORT OPERATIONS SPECIALIST II	0	0	15.0	0	0	15.0	0	0	15.0	0	0	15.0
FTE OFFICE ASSISTANT	0	0	5.0	0	0	5.0	0	0	5.0	0	0	5.0
COST CENTER TOTALS	8	0	50	8	0	24	9	0	24	9	0	24
TOTAL POSITIONS - REGULAR:	38	0	50	41	0	24	42	0	24	42	0	24
TEMPORARY POSITIONS:												
<u>COST CENTER 5000110</u>												
SEASONAL AIRPORT (AS NEEDED)	15	0	0	15	0	0	15	0	0	15	0	0
COST CENTER TOTALS	15	0	0									
TOTAL POSITIONS - TEMPORARY:	15	0	0									
TOTAL ALL POSITIONS:	53	0	50	56	0	24	57	0	24	57	0	24

FUND: AIRPORT 500

COST CENTER NAME: AIRPORT

DEPARTMENT NAME: AIRPORT

COST CENTER NUMBER: 5000110, 5000119

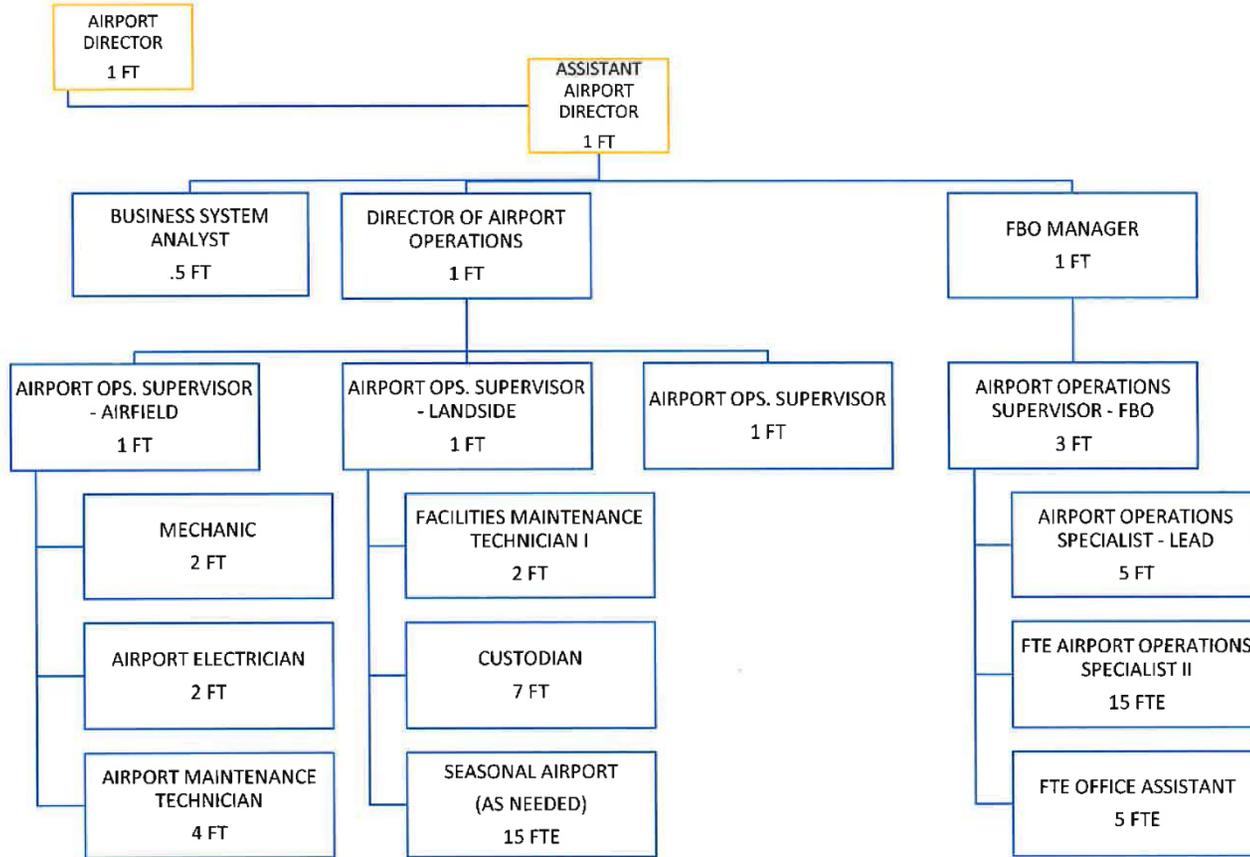


FUND: AIRPORT 500

COST CENTER NAME: AIRPORT

DEPARTMENT NAME: AIRPORT

COST CENTER NUMBER: 5000110, 5000119



OUTAGAMIE COUNTY FISCAL NOTE

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

1. Subject: Request for addition of new position Marketing Specialist.

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

The Appleton International Airport (ATW) is requesting to add a Marketing Specialist. The Airport's current marketing contractor has notified us they can no longer provide project coordination and management services, creating a critical gap. Rather than outsourcing, the Airport intends to bring those services in-house. This position will handle social media, content creation and event planning. No budget adjustment is necessary as the addition is cost-neutral in the Terminal Cost Center. The cost of the new position will be offset by lower contractor costs and lower temp. employment services.

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

Revenues Expenses (Cost) None – Will bring forward if approved

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X) n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes (X) no () n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes () no (X) To be determined ()
If no, skip to question 8 below.

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

<u>COST CENTER NAME</u>	<u>LINE ITEM</u> <u>(i.e. Salaries, Supplies, Etc.)</u>	<u>ACCOUNT NUMBER INCLUDING</u> <u>COST CENTER</u> <u>(i.e. 1004100.5100, 1004100.5400, etc.)</u>	<u>INCREASE</u> <u>(DECREASE)</u> <u>AMOUNT</u>
Included in 2025 and 2026 budgets			

Annual and Long-Term Impact

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

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \$83,301
Annual Revenue

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: <i>Michelle Vitenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 10/7/2025	
Comments:	

RESOLUTION NO.: 120—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Land Conservation Department (LCD) is requesting a
2 budget adjustment in the amount of \$70,000 related to its Grants budget for
3 calendar year 2025 due to a grant from the Fund for Lake Michigan at the Greater
4 Milwaukee Foundation for Soil Health Education and Demonstration Equipment.
5 The proposed adjustment is budget neutral with no county funding required.
6

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

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
10 approve of increasing the LC Grants Equipment line item by \$68,000, increasing the LC Grants
11 Supplies line item by \$2,000, and increasing the LC Grants Revenue line item by \$70,000 as noted
12 on the attached fiscal note which by reference is made a part hereof, and

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

16 Dated this ____ day of December 2025

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Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Land Conservation 2025 Grant Budget Adjustment for FLM Equipment Grant

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

The Land Conservation Department is requesting a budget adjustment related to its Grants budget for the calendar year 2025 for the following reason: A grant from the Fund for Lake Michigan at the Greater Milwaukee Foundation for Soil Health Education and Demonstration Equipment in the amount of \$70,000. This proposed adjustment is budget neutral, requiring no county funding.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no (x) partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (x) n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no (x)
- 6. Does this request modify/adjust the current year budget? yes (X) no () 2025 budget
If no, skip to question 8 below.

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

LC Grants	Equipment	2100400.6000	\$68,000
LC Grants	Supplies	2100400.5400	\$2,000
LC Grants	Revenue	2100400.4200	\$70,000

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost _____
Annual Revenue _____

Fiscal Note Prepared by: Lori Hilson

For Financial Services purposes only	
Reviewed By: <i>Michelle Litenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> Miscellaneous Revenue 2100400.4280.99
Date: 10/30/25	
Comments:	

RESOLUTION NO.: 121—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Emergency Management Performance Grant (EMPG) is the foundation of local and
2 tribal emergency management. The Grant funds critical positions, planning, training
3 exercises, outreach, and preparedness activities that cannot be absorbed within already tight
4 County and Tribal budgets. Many programs rely on EMPG to support staff who coordinate
5 daily readiness efforts and serve as 24/7 points of contact for emergencies. Without these
6 funds, there is risk of staffing reductions or layoffs within emergency management
7 departments, delays or cancellation of preparedness training exercises, inability to maintain
8 emergency operation plans and community readiness efforts, and overall decreased
9 capability to respond effectively to disasters and emergencies. This is a public safety
10 concern. Emergency Management programs provide vital services that protect lives and
11 property, and any gap in EMPG funding directly threatens those capabilities.

12
13 This resolution urges the Federal government to continue funding the Emergency
14 Management Performance Grant (EMPG) for the period of January 1, 2025 through
15 September 30, 2025, as outlined in the current grant award, with no gap in funding, to
16 match the Original Notice of Funding Opportunity.

17
18 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
19 adoption of the following resolution.

20 BE IT RESOLVED, that the Outagamie County Board of Supervisors does urge the Federal
21 government to continue funding the Emergency Management Performance Grant (EMPG) for the period
22 of January 1, 2025 through September 30, 2025, as outlined in the current grant award, with no gap in
23 funding, to match the Original Notice of Funding Opportunity, and

24 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
25 this resolution to the Outagamie County Emergency Management Director, the Governor of the State of
26 Wisconsin, the Wisconsin Counties Association, and the Wisconsin State Legislature.

27 Dated this ____ day of December 2025

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Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrin Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

RESOLUTION NO.: 122—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Highway Department is requesting a budgetary transfer of excess funds from the
2 CTH F bituminous project totaling \$27,713.86 to CTH D and CTH PP bituminous
3 projects. This resolution approves moving the authorized funds to the applicable line
4 items and cost centers where expenditures incurred exceed amounts originally projected.
5 Exceeded expenditures total \$23,605.50 for CTH D and \$4,108.36 for CTH PP.
6

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

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
10 approve decreasing the CTH F – Birch Rd to CTH M Non CRB-Hwy Intra County line item by
11 \$27,713.86 and increasing the CTH D – Oak Rd to CTH XX Non CRB-Hwy Intra County line item by
12 \$23,605.50 and increasing the CTH PP – Wolf Rd to STH 54 Non CRB-Hwy Intra County line item by
13 \$4,108.36 as noted on the attached fiscal note, which by reference is made a part hereof, and

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

17 Dated this ____ day of December 2025

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Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Jason Wegand

Dennis Clegg

Steve Thiede

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Highway Department Budget Transfer

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

The Highway Department is requesting a budgetary transfer of excess funds from the CTH F bituminous project totaling \$27,713.86 to CTH D and CTH PP bituminous projects. This resolution moves the authorized funds to the applicable line items and cost centers where expenditures incurred exceed amounts originally projected. Exceeded expenditures total \$23,605.50 for CTH D and \$4,108.36 for CTH PP.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (x)
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (x)
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes (x) no ()
If no, skip to question 8 below.

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

<u>COST CENTER NAME</u>	<u>LINE ITEM (i.e. Salaries, Supplies, Etc.)</u>	<u>ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)</u>	<u>INCREASE (DECREASE) AMOUNT</u>
CTH F – Birch Rd to CTH M	Non CRB-Hwy Intra County	6005917.4415.15	(27,713.86)
CTH D – Oak Rd to CTH XX	Non CRB-Hwy Intra County	6005916.4415.15	23,605.50
CTH PP – Wolf Rd to STH 54	Non CRB-Hwy Intra County	6005919.4415.15	4,108.36

Annual and Long-Term Impact

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

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

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditure Account Number</u> <u>Amount</u>
DATE 11/17/2025	_____
Comments:	

RESOLUTION NO.: 123—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Jail portion of the Justice Center has three large energy recovery wheels, which have
2 the ability to recover both heat in the winter months and cooling in the summer months.
3 Each of these wheels has the capacity to recover an estimated \$4,000 per month in energy
4 costs. Two of the wheels were replaced in 2020 and are now just over five years old,
5 however, one of the wheels recently experienced an unexpected catastrophic failure when
6 the hub spokes broke free from the center hub. Each wheel processes 34,470 cubic feet of
7 air per minute, which places a lot of pressure on the wheel spokes and hub. In addition to
8 saving energy, these wheels also protect downstream equipment from freezing in extremely
9 cold weather as they are rated to increase the temperature of the incoming outside air from
10 -15 degrees to above freezing by simply transferring heat from the buildings exhaust air.
11

12 This request is for an inter-budget transfer from the County Properties Purchased Services
13 budget to the Justice Center Purchased Services budget to pay for a portion of the energy
14 recovery wheel replacement. The cost of the new wheel is \$48,769 and the estimated labor
15 to install the wheel is an additional \$15,000 for a total of \$63,769. The excess funds in the
16 County Properties budget is due to lower than anticipated operating expenses for the new
17 911 Center and storage facility and lower first year costs for these buildings as many of the
18 planned inspections and maintenance are still covered under warranty. The new energy
19 recovery wheel does come with a 10-year warranty, whereas, the former wheels only had
20 a one-year warranty period.
21

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

24 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve transferring
25 \$55,000 from the County Properties Purchased Services line item to the Justice Center Purchased Services
26 line item as noted on the attached fiscal note, which by reference is made a part hereof, and

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

29 Dated this ____ day of December 2025
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Justice Center Energy Recovery Wheel Replacement

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

The Jail portion of the Justice Center has 3 large energy recovery wheels which have the ability to recover both heat in the winter months and cooling in the summer months. Each of these wheels has the capacity to recover an estimated \$4,000 per month in energy costs. Two of the wheels were replaced in 2020 and are now just over 5 years old, however one of the wheels recently experienced an unexpected catastrophic failure when the hub spokes broke free from the center hub. Each wheel processes 34,470 cubic feet of air per minute, which places a lot of pressure on the wheel spokes and hub. In addition to saving energy, these wheels also protect downstream equipment from freezing in extremely cold weather as they are rated to increase the temperature of the incoming outside air from -15 degrees to above freezing by simply transferring heat from the buildings exhaust air.

This request is for an inter-budget transfer from the County Properties Purchased Services budget the Justice Center Purchased Services budget to pay for a portion of the Wheel replacement. The cost of the new wheel is \$48,769 and the estimated labor to install the wheel is an additional \$15,000 for a total cost of \$63,769. The excess funds in the County Properties budget is due to lower than anticipated operating expenses for the new 911 Center and storage facility and lower 1st year costs for these buildings as many of the planned inspections and maintenance are still covered under warranty. The new energy recovery wheel does come with a 10-year warranty whereas the old wheels only had a one-year warranty period.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X) n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes (X) no () 2025 Budget
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING	INCREASE
		COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
County Properties	Purchased Services	1002413.5500	(55,000)
Justice Center	Purchased Services	1005302.5500	55,000

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Paul Farrell

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 10/31/2025	_____ _____
Comments:	

RESOLUTION NO.: 124—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Per Wisconsin State Statutes §§45.85 and 157.11(7)(a), the County is responsible for budgeting
2 and paying for the perpetual care of veterans’ graves. The Care of Veterans Graves Purchased
3 Services account is over budget by \$125.27 for the 2025 budget year. The cost reimbursed per
4 grave was consistently slightly higher this year amongst the cemeteries participating in the
5 program. This cost fluctuates year to year and is dependent on the cost of caring for the
6 gravesites. This resolution approves moving funds from the Elections Purchased Services line
7 item to the Care of Veterans Graves Purchased Services line item to cover the shortage.
8

9 NOW THEREFORE, the undersigned members of the Outagamie County Finance Committee
10 recommend adoption of the following resolution.

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve transferring
12 \$126 from the Elections Purchased Services line item to the Care of Veterans Graves Purchased Services
13 line item as noted on the attached fiscal note, which by reference is made a part hereof, and

14 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
15 this resolution to the Outagamie County Finance Director and retain a copy for their records.

16 Dated this _____ day of December 2025

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Respectfully Submitted,
FINANCE COMMITTEE

Chris Croatt

John Cuff

Karen Lawrence

Dana Johnson

Rick Lautenschlager

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** County Clerk request to transfer funds to cover shortage in the Care of Veterans Graves account.
2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

Per Wisconsin Statutes 45.85 & 157.11 (7) (a), the County is responsible for budgeting and paying for the perpetual care of veterans' graves. The Care of Veterans Graves Purchase Services account is over budget by \$125.27 for the 2025 budget year. The cost reimbursed per grave was consistently slightly higher this year amongst the cemeteries participating in the program. This cost fluctuates year to year and is dependent on the cost of caring for the gravesites. This resolution requests moving funds from the Elections Purchase Services account to cover the shortage in the Care of Veterans Graves Purchase Services account.

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

- Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes () no () partially ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a ()
5. Is the proposal to accept additional revenues only? yes () no ()
6. Does this request modify/adjust the current year budget? yes () no ()
If no, skip to question 8 below.
7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER	INCREASE (DECREASE)
		(i.e. 1004100.5100, 1004100.5400, etc.)	AMOUNT
Care of Veterans Graves	Purchased Services	1002000.5500	\$126
Elections	Purchased Services	1001900.5500	(\$126)

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Kelly Gerrits, County Clerk

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 11/11/25	
Comments:	

RESOLUTION NO.: 125—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Emergency Management (EM) Department is requesting a budget transfer of \$2,500
2 in the 2025 budget in order to cover unexpected travel/training costs. There were two
3 unanticipated professional development opportunities for EM staff that aligned with
4 department objectives and county emergency preparedness goals. EM staff was invited to
5 present at the National Association of SARA Title III Planning Officials conference.
6 Additionally, the EM Director attended the National CERT Conference with four members
7 of the Outagamie County CERT team.

8
9 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
10 adoption of the following resolution.

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve transferring
12 \$2,500 from the Emergency Management Office Supplies line item to the Emergency Management
13 Travel/Training line item as noted on the attached fiscal note, which by reference is made a part hereof,
14 and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
16 this resolution to the Outagamie County Emergency Management Director and the Outagamie County
17 Finance Director.

18 Dated this ____ day of December 2025

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Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrin Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Emergency Management requests to transfer funds from Office Supplies to Travel/Training

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

Trainings and conferences provide EM staff with opportunities to learn and network with professionals in the field. This year there were two unexpected opportunities for EM staff to attend additional conferences outside of the already budgeted conferences. Chrissi was invite to present at the National Association of SARA Title III Planning Officials conference in Milwaukee and Paula attended the National CERT Conference in Indiana with 4 members of the Outagamie County CERT team.

This request is for a one-time budget transfer of \$2500 from Office Supplies to Travel/Training line item in the Emergency Management cost center (1003600) to cover these unexpected costs for 2025 budget.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X)
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X) n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

<u>COST CENTER NAME</u>	<u>LINE ITEM</u> <small>(i.e. Salaries, Supplies, Etc.)</small>	<u>ACCOUNT NUMBER INCLUDING COST CENTER</u> <small>(i.e. 1004100.5100, 1004100.5400, etc.)</small>	<u>INCREASE (DECREASE) AMOUNT</u>
Emergency Management	Office Supplies	1003600.5400	(2,500)
Emergency Management	Travel/Training	1003600.5300	2,500

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost _____
Annual Revenue _____

Fiscal Note Prepared by: Paula Van De Leygraaf

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 11/10/2025	
Comments:	

RESOLUTION NO.: 126—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Land Conservation Department (LCD) has been informed
2 that the Village of Wrightstown is providing matching funds for a portion of the
3 Wrightstown Streambank and ARTS (Agriculture Runoff Treatment System)
4 project, which is funded by a GLRI (Great Lakes Restoration Initiative) grant. This
5 resolution approves accepting and expending \$45,780.38 in grant funds and
6 corresponding budget adjustments. The proposed adjustment is budget neutral with
7 no county funding required.
8

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

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
12 approve of the Land Conservation Department to accept and expend the Great Lakes Restoration
13 Initiative (GLRI) grant in the amount of \$45,780.38, said monies to provide a portion of the
14 Wrightstown Streambank and Agriculture Runoff Treatment System (ARTS) project, and

15 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
16 authorize and approve of increasing the following TMDL Lower Fox-P&K line items: Salaries by
17 \$21,092.36; Fringe Benefits by \$7,912.40; Purchased Services by \$16,775.62; and Misc. Revenue
18 by \$45,780.38 as noted on the attached fiscal note which by reference is made a part hereof, and

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

22 Dated this ____ day of December 2025

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Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

RESOLUTION NO.: 127—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Appleton International Airport (the Airport) and Sun Country Airlines wish to enter
2 into an Airline Operating Agreement. This operating agreement was created in 2018. The
3 agreement is currently in holdover as Airport consultants are revising Airport Rates and
4 Charges based on the new concourse addition. The Airport and its consultant will begin
5 negotiations on a new Airline Operating Agreement in 2026. This resolution is requesting
6 approval of the Sun Country Operating Agreement for 2026 with the County. No budget
7 adjustment is needed, as the estimated revenues were already included in the 2026 budget.
8

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

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
12 authorize and approve the attached Outagamie County, Wisconsin Appleton International Airport Airline
13 Operating Agreement with Sun Country Inc., dba Sun Country Airlines, which by reference is made a part
14 hereof, with no fiscal impact to the 2026 budget, as noted on the attached fiscal note, which by reference
15 is made a part hereof, and

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

18 Dated this ____ day of December 2025
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Sun County Airline Operating Agreement Fiscal Note

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

Appleton International Airport and Sun Country wish to enter into an Airline Operating Agreement. This operating agreement was created in 2018. The agreement is currently in holdover as Airport consultants are revising Airport Rates and Charges based on the new concourse addition. The Airport and its consultant will begin negotiations on a new Airline Operating Agreement in 2026. This fiscal note is requesting approval of the signed Sun Country Operating Agreement for 2026 with the County. No budget adjustment is needed as the estimated revenues were already included in the 2026 budget.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes (X) no () partially () n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes (X) no ()
- 6. Does this request modify/adjust the current year budget? yes () no (X)
If no, skip to question 8 below.

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
No budget adjustment. Revenues already included in 2026 budget			

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (x) n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue Re-calculating rates & charges

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 10/31/2025	
Comments:	

OUTAGAMIE COUNTY, WISCONSIN

APPLETON INTERNATIONAL AIRPORT

Airline Operating Agreement

January 1, 2018

**OUTAGAMIE COUNTY, WISCONSIN
APPLETON INTERNATIONAL AIRPORT
AIRLINE OPERATING AGREEMENT**

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OUTAGAMIE COUNTY, WISCONSIN
APPLETON INTERNATIONAL AIRPORT
AIRLINE OPERATING AGREEMENT

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**OUTAGAMIE COUNTY, WISCONSIN
APPLETON INTERNATIONAL AIRPORT
AIRLINE OPERATING AGREEMENT**

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**OUTAGAMIE COUNTY, WISCONSIN
APPLETON INTERNATIONAL AIRPORT
AIRLINE OPERATING AGREEMENT**

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- B AIRLINE PREMISES - JOINT USE SPACE
- C CALCULATION OF RATES & CHARGES
- D AIRLINE AND AFFILIATE INSURANCE REQUIREMENTS

OUTAGAMIE COUNTY, WISCONSIN
APPLETON INTERNATIONAL AIRPORT
AIRLINE OPERATING AGREEMENT

This Airline Operating Agreement (this "Agreement") made and entered into this _____ day of _____, 2018 ("Commencement Date"), by and between the County of Outagamie, Wisconsin (the "County"), a municipal corporation and existing under the laws of the State of Wisconsin and Sun Country Inc., dba Sun Country Airlines, a corporation organized and existing under the laws of the State of Minnesota and authorized to do business in the State of Wisconsin, hereinafter called "Airline".

WITNESSETH:

WHEREAS, County is owner and operator of Appleton International Airport (the "Airport") located in the Town of Greenville, County of Outagamie, State of Wisconsin, and has the right to lease portions of the Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, Airline is a corporation primarily engaged in the business of providing Air Transportation of persons, property, cargo and mail; and

WHEREAS, Airline desires to lease certain premises within the terminal building, use certain facilities at the Airport and acquire certain rights and privileges from County in connection with its use of the Airport, and County is willing to lease and grant same to Airline under terms and conditions hereinafter stated; and

WHEREAS, County and Airline have the power and authority to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and considerations herein contained, County and Airline agree as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions

The terms and phrases defined in this Article 1 for all purposes of this Agreement shall have the following meanings:

- 1.1.1 **"Affiliate(s) or Affiliated Airline(s)"** shall mean any Air Transportation company that is (i) a parent, sister company or majority owned subsidiary of Airline, or (ii) shares an International Air Transport Association (IATA) flight designator code with Airline at the Airport (code-sharing partner), or (iii) otherwise operates under the same trade name as Airline at the Airport and uses essentially the same livery as Airline; provided, however, that no Air Transportation company shall be classified as an Affiliate of any Signatory Airline if that Air Transportation company has the capability to sell seats to passengers at the Airport under its own trade name under this Agreement. Airline shall designate its Affiliate(s) in writing to the County, give the County thirty (30) days prior written notice of any change in Air Transportation company that Airline chooses to use as an Affiliate operating at the Airport and shall serve as financial guarantor solely for rentals, landing fees and other charges incurred by any such Affiliate at the Airport for Airline while operating as Airline's Affiliate hereunder. Affiliate Airlines are not required to execute separate operating agreements with the County, however, the Affiliate Airline associated with Airline under this Agreement shall operate under the same conditions and requirements as Airline and shall secure its own aviation insurance for liability purposes and shall provide same to the County naming County as an additional insured in accordance with Exhibit D provided herein. Any Affiliate Airline shall not be so designated and is not permitted to operate at the Airport until such Airline provides proof of insurance acceptable to the County. During such period of time that an airline is an Affiliate in accordance with the terms hereof, such Affiliate shall (1) have the same rights to use Airline Premises and the Airport as Airline; (2) be charged at the same landing fee and terminal building rental rates as Airline without payment of any premiums; (3) participate in any reconciliation process related to landing fees and terminal building rent provided Airline (a) remains a Signatory Airline and (b) agrees and shall be obligated to serve as financial guarantor for all rent, activity fees and any other charges incurred by all Affiliates of Airline at the Airport while designated as Affiliates and operating for Airline at the Airport; and, (4) shall not be counted as a separate Air Transportation company from Airline for purposes of allocating the fixed portion of any cost allocation formula.
- 1.1.2 **"Air Transportation"** shall mean the carriage of persons, property, cargo and mail by aircraft and related services.
- 1.1.3 **"Airline Premises"** shall mean Airline's leased Exclusive Use Space and Joint Use Space.

- 1.1.4 **"Airline's Authorized Representative"** shall mean such person designated by Airline in writing to the Director prior to the commencement of the term hereof and from time-to-time during the term hereof setting forth the name, title and authority of such person.
- 1.1.5 **"Airport"** shall mean the Appleton International Airport in Greenville, Wisconsin (a facility of the County of Outagamie) as it may hereafter be modified, changed or developed from time-to-time.
- 1.1.6 **"Airport Cost Centers"** shall mean the direct cost areas to be used in accounting for Airport Revenues, Operations and Maintenance Expenses, capital expenditures, depreciation and financing costs and for calculating and adjusting rentals and fees described herein and which taken together comprise the Airport, as more particularly described below:
 - 1.1.6.1 **"Airfield Cost Center"** shall mean those areas on the Airport as they now exist or as they may hereafter be modified, changed, or developed, that provide for the landing, takeoff, taxiing, parking, servicing, ground handling, or other operations of aircraft. The Airfield Cost Center includes runways, taxiways, aprons, approach and runway protection zones, safety areas, noise mitigation areas, security/perimeter fencing, infield areas, field maintenance areas, landing and navigational aids, utilities, storm drains and any other facilities, land areas and pavements required by or related to aircraft operations.
 - 1.1.6.2 **"Terminal Building Cost Center"** shall mean the terminal building serving airlines and other related businesses and other areas surrounding the terminal building as such areas currently exist, or as they may hereafter be relocated, constructed, modified, changed or developed from time-to-time. The Terminal Building Cost Center includes the terminal building, loading bridges, terminal building perimeter concrete, associated security fencing, terminal entrance/exit and affiliated roads, utilities and any attached structures which serve tenants in the terminal building.
 - 1.1.6.3 **"Aeronautical Other Buildings and Areas Cost Center"** shall mean those portions of the Airport not included in the preceding Airport Cost Centers and which are aviation-related facilities, installations and improvements thereon as they now exist or as they may hereafter be modified, changed or developed. The Aeronautical Other Buildings and Areas Cost Center includes the general aviation pilot/passenger building and attached facilities, aircraft fueling facilities, large hangars, T-hangars, land areas under privately owned aviation use facilities, FAA facilities, FBO maintenance and storage facilities, general aviation access roads, parking lots, utilities and associated security fencing.

- 1.1.6.4 **“Non-Aeronautical Other Buildings and Areas Cost Center”** shall mean those portions of the Airport not included in the preceding Airport Cost Centers and which are non-aviation facilities, installations and improvements thereon as they now exist or as they may hereafter be modified, changed or developed. The Non-Aeronautical Other Buildings and Areas Cost Center includes Airport property used for non-aviation commercial/industrial purposes, rental car service and ready/return areas, employee and public parking lots, land areas under privately owned non-aviation use facilities, warehouses, non-aviation buildings, commercial access roads, parking lots, utilities and associated security fencing.

- 1.1.7 **“Airport Purpose”** shall mean any action or undertaking by County directly relating to the development and preservation of the Airport for air commerce in accordance with all applicable laws (federal, state and local, statutory, regulatory and decisional) and this Agreement.

- 1.1.8 **“Airport Revenues”** shall mean any income and revenue lawfully derived directly or indirectly by the County from the operation and use of, or otherwise relating to, the Airport. The term does not include any grants, passenger facility charges, appropriations, loans, gifts or bond proceeds from federal, state or local governments.

- 1.1.9 **“Annual Budget”** shall mean the budget of County pertaining to the Airport for any Fiscal Year.

- 1.1.10 **“Capital Improvement”** shall mean any single item having a useful life of more than one year and a net cost in excess of fifty thousand dollars (\$50,000) acquired, purchased, or constructed to improve, maintain, or develop the Airport, as well as any extraordinary or substantial expenditure with a net cost in excess of fifty thousand dollars (\$50,000) whose object is to preserve, enhance or protect the Airport. Those items with a useful life of more than one year which cost less than or equal to fifty thousand dollars (\$50,000) are hereinafter referred to as “Minor Capital Expenditures”. Capital Improvements and Minor Capital Expenditures include without limitation:
 - 1.1.10.1 The acquisition of land or easements;
 - 1.1.10.2 The purchase of machinery, equipment or vehicles;
 - 1.1.10.3 The planning, engineering, design and construction of new facilities;
 - 1.1.10.4 Noise insulation or other noise mitigation measures; and
 - 1.1.10.5 Other environmental mitigation measures.

- 1.1.11 **“Director”** shall mean the Airport Director, designated as such by County. The word also means the Acting Airport Director, if any, of County whenever the Airport Director is unable to act in such capacity, or the successor of the Airport Director in functions, if any.

- 1.1.12 **“Environmental Laws”** shall mean any applicable federal, state, local or

administrative law, regulation, or order relating to industrial hygiene, protection of human health and safety, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted or amended from time to time, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.); and applicable and controlling federal or state court decisions.

- 1.1.13 **"Exclusive Use Space"** shall mean, at any time, the space leased by County to Airline on an exclusive use basis as more fully set forth on Exhibit A, as the same may be amended from time-to-time.
- 1.1.14 **"FAA"** shall mean the Federal Aviation Administration of the U.S. Government or any federal agency succeeding to all or part of its jurisdiction.
- 1.1.15 **"Fiscal Year"** shall mean the twelve (12) months commencing on January 1st and ending on December 31st of any year or such other twelve (12) month period as may be designated by County.
- 1.1.16 **"Hazardous Materials"** shall mean (a) any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any Environmental Law to pose a present hazard to human health or safety or to the air, water, or soil; and (b) any materials, substances, products, by products, or other materials whose presence in and of itself may give rise to liability under any Environmental Laws or permits. "Hazardous Material" includes any material or substance identified, listed, or defined as a "hazardous waste" "hazardous substance," or "pollutant" or "contaminant" or is otherwise regulated pursuant to Environmental Laws; any asbestos and asbestos-containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.
- 1.1.17 **"Joint Use Formula"** shall mean the formula used to prorate ninety percent (90%) of the specified charge for Joint Use Space according to the ratio of the number of each Signatory Airline's enplaning passengers at the Airport during the most recent month for which such information is available to the total number of enplaning passengers of all Airline users of the service or space during that same month. The remaining ten percent (10%) is to be prorated equally among all Signatory Airline users of the service or space. Joint Use Formula may also mean any other formula as may be agreed upon by all Signatory Airlines using the service or space.
- 1.1.18 **"Joint Use Space"** shall mean, at any time, the premises leased or used jointly by Airline and any other Airlines, as more particularly set forth on Exhibit B, as the same may be amended from time-to-time.

- 1.1.19 **"Maximum Certificated Gross Landing Weight"** shall mean the maximum landing weight certificated by the FAA, in one thousand (1,000) pound units, of each aircraft landed by Airline at the Airport.
- 1.1.20 **"Net Revenues"** for a Fiscal Year shall mean Airport Revenues less Operations and Maintenance Expenses and financing costs for that Fiscal Year.
- 1.1.21 **"Non-Signatory Airline"** shall mean any airline providing scheduled or unscheduled service to the Airport which is not a Signatory Airline.
- 1.1.22 **"Operations and Maintenance Expenses"** shall mean all reasonable and necessary current expenses of County, paid or accrued, for operating, maintaining and repairing the Airport including administrative expenses, depreciation on Airport funded capital improvement expenditures and other County expenses reasonably allocated to the Airport.
- 1.1.23 **"Passenger Facility Charge(s)"** or **"PFC(s)"** shall mean any passenger facility charge which County may impose upon passengers enplaning at the Airport pursuant to 14 CFR Part 158, as it may be amended or superseded from time-to-time.
- 1.1.24 **"Per Use/Operation Charge"** shall mean the commensurate facility use fee in lieu of Joint Use Space charges assessed to Airline for the use of ticket counter/queuing, baggage make up, Joint Use Space and associated apron. Airlines who sign this Agreement have the option to pay for use of facilities on a Per Use/Operation Charge basis which will represent an equivalent value that will be established by the County. If Airline chooses to operate under this Agreement under the Per Use/Operation Charge terms, Airline will be required to pay a minimum annual payment equal to the greater of (i) the ten percent (10%) joint use charge fixed rate annual charge paid by each Signatory Airline pursuant to the Joint Use Formula or (ii) the established Per Use/Operation Charge times the number of flights. Airlines operating under the Per Use/Operation Charges will be charged Signatory Landing Fees.
- 1.1.25 **"Pre-Existing Condition"** means the existence of any Hazardous Materials on the property subject to this Agreement immediately prior to the Commencement Date.
- 1.1.26 **"Public Area(s)"** shall mean at any time those terminal building areas that are not Exclusive Use Space or Joint Use Space, or otherwise, to any person, company or corporation.
- 1.1.27 **"Release"** when used for Hazardous Materials shall include any actual spilling, leaking, leaching, dumping or disposing on the Airport.
- 1.1.28 **"Requesting Airline"** shall mean a scheduled airline desiring to provide new or increased commercial Air Transportation service at the Airport, or to provide a change of aircraft for existing service for which the scheduled airline does not have appropriate facilities at the Airport.

- 1.1.29 **"Rules and Regulations"** shall mean those lawful, reasonable and non-discriminatory rules, regulations and resolutions promulgated by County (Outagamie County, WI Code of Ordinances Division 1 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL OPERATORS and Division 2 RULES AND REGULATIONS) or operating directives issued by the Director for the orderly use of the Airport by both the Signatory Airlines and other tenants and users of the Airport as same may be amended, modified or supplemented from time-to-time upon prior written notice to all Signatory Airlines.
- 1.1.30 **"Signatory Airline(s)"** shall mean those airlines which provide Air Transportation pursuant to published schedules over specified routes to and from the Airport and which hold the necessary authority from the FAA to provide such transportation and that have executed substantially similar agreements to this Agreement with the County, including term, covering the lease, use and occupancy of facilities at the Airport. Except as otherwise provided herein, no Signatory Airline shall have any right pursuant to this Agreement to object to the County's entry into a substantially similar airline operating agreement to this Agreement with any other airline.
- 1.1.31 **"Total Landed Weight"** shall mean the sum of the Maximum Certificated Gross Landing Weight for all Signatory Airline and cargo/charter aircraft arrivals for a relevant calendar year. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all Landing Fee computations.
- 1.1.32 **"Total Operations"** shall mean the sum of the operations for all Signatory Airline and cargo/charter aircraft arrivals and departures for a relevant calendar year

Section 1.2 Cross-References

All references to articles, sections and exhibits in this Agreement pertain to material in this Agreement, unless specifically noted otherwise.

Section 1.3 Construction of Certain Words

Words used in this Agreement may be construed as follows:

- 1.3.1 Number - Words used in the singular include the plural and words used in the plural include the singular.
- 1.3.2 Tense - Words used in the present tense include the future.

**ARTICLE 2
TERM**

Section 2.1 Term

The term of this Agreement (the “Term”) shall begin on January 1, 2018 or on the date written in the first paragraph of this Agreement (“Commencement Date”) if Airline starts operating at Airport after January 1, 2018, and shall terminate on December 31, 2022 (except as it may be terminated or extended in accordance with this Agreement), and the rentals, fees and charges shall be effective on the Commencement Date, but only to the extent that the Airline Premises are then tendered to Airline ready for use and occupancy in accordance with the terms and provisions of this Agreement.

Section 2.2 Holding Over

If Airline remains in possession of the Airline Premises after the expiration of this Agreement without any written renewal or written approval thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy from month to month that may be terminated at any time by County or Airline upon thirty (30) days prior written notice. Other than rate adjustments, such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement, and amendments hereto executed prior to its expiration.

**ARTICLE 3
RIGHTS AND PRIVILEGES**

Section 3.1 Use of the Airport

Airline, its employees, passengers, guests, patrons and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment and services that have been or may hereafter be provided for common use at, or in connection with, the Airport, subject to the Rules and Regulations of County and other applicable laws.

Section 3.2 Specific Rights of Airline at the Airport

Airline shall have the right, in addition to all rights elsewhere granted in this Agreement, but subject to the Rules and Regulations of County to use the Airport for the following purposes:

- 3.2.1 The operation of an Air Transportation business by aircraft for the carriage of persons, property, cargo and mail, including all activities reasonably necessary to such operation;
- 3.2.2 The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of, or operated by, Airline, or other certificated Air Transportation companies with which County has an agreement, including the right to provide or handle all or part of the operations or services of such other companies;
- 3.2.3 The sale of tickets, documentation of shipments, handling of reservations and the loading and unloading of persons, property, cargo and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation business, or that of other certificated Air Transportation companies with which County has an agreement. Any ground transportation commercial carrier including Airline (except for such ground transportation as Airline may provide or arrange solely for the benefit of its employees) regularly transporting persons or their baggage to and from the Airport shall first secure and thereafter hold a valid lease, license or other agreement with County for the right to carry persons or their baggage to and from the Airport and shall pay County such reasonable and non-discriminatory rentals, fees and percentages of the fares of such ground transportation commercial carrier for such right as County may set by agreements, resolutions or Rules and Regulations;

- 3.2.4 The ground training at the Airport of persons and testing of equipment, such training and testing to be limited to that incidental to Airline's Air Transportation business at the Airport; provided that nothing in this paragraph shall preclude Airline and County from entering into separate agreements for training at the Airport;
- 3.2.5 The purchase of Airline's requirements of personal property or services, including fuel, lubricants, food, beverage and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choice for services to be performed by Airline that are incidental to the operation of Airline's Air Transportation business. Nothing herein shall restrict County from levying a reasonable and non-discriminatory concession fee on any person or company providing property or services to Airline that are not incidental to Airline's Air Transportation business;
- 3.2.6 The sale, disposal and exchange of Airline's aircraft, engines, accessories, other equipment and materials or supplies, provided that such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to perform only such functions as are incidental to the operation of its Air Transportation business.
 - 3.2.6.1 Except for items brought upon the property for regular Airline business purposes, Airline shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the property. While on the property, Hazardous Materials allowed by this paragraph shall be stored in a safe manner and in compliance with all Environmental Laws. Notwithstanding any provision to the contrary in this Agreement, under no circumstances shall Hazardous Materials be disposed of or released on the property other than in compliance with applicable Environmental Laws.
 - 3.2.6.2 Upon Airline written request, County shall provide to Airline all relevant data, assessments, studies, permits and certificates available to County, and shall otherwise cooperate with Airline, as Airline may reasonably require to effectuate its own compliance with applicable environmental requirements;
 - 3.2.6.3 Airline will deliver to the County copies of any documents (other than routine reports and filings) related to or affecting the Airport received from or sent by Airline to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning Airline's operations on the Premises.

- 3.2.7 The servicing by Airline, or by its suppliers of materials, or its furnishers of services, of aircraft and other equipment operated by Airline or by other Air Transportation companies with which Airline has an applicable agreement to provide handling or servicing, line maintenance or other materials or supplies, at assigned aircraft parking positions or other locations designated by the Director;
- 3.2.8 The installation and operation of identifying signs, posters and graphics on Airline Premises, subject to the prior written approval of the Director. Such signs shall be substantially uniform in size, types and location with those of other airlines, and subject to Director's approval, Rules and Regulations, and in compliance with all applicable laws and resolutions;
- 3.2.9 The installation, maintenance, and operation of radio, meteorological and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that
 - 3.2.9.1 the location of such equipment and facilities shall be subject to the prior written approval of the Director;
 - 3.2.9.2 the use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport; and
 - 3.2.9.3 the location of such equipment and facilities on the Airport shall be subject to payment of a such reasonable and non-discriminatory fee or rental charge established by County for such location on the Airport by Airline.
- 3.2.10 The installation, maintenance and operation of computer data lines, telephone communications equipment and associated conduits and telephone communications switchgear and support computers at suitable locations on the Airport, as may be necessary or convenient in the opinion of Airline for its operations; provided that
 - 3.2.10.1 the location of such equipment shall be subject to the prior written approval of the Director, if such location is not included in Airline's Exclusive Use Space;
 - 3.2.10.2 the use and location of such equipment shall not interfere with other similar equipment on the Airport; and
 - 3.2.10.3 the location of such equipment (other than conduit and cable) on the Airport shall be subject to payment of such a reasonable and non-discriminatory fee or rental charge established by County for such use of space on the Airport by Airline unless such space is already leased to Airline.

- 3.2.11 The sale, disposal, storage, distribution, provision or maintenance of aircraft, engines, accessories, fuel, oil, lubricants and other equipment, services or supplies to other airline users of the Airport, performed or provided by Airline or by a consortium of which Airline is or becomes a part, provided that such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to perform only such functions as are incidental to the operation of its Air Transportation business at the Airport.
- 3.2.12 Airline may provide amenity carts containing food and beverages, at no cost, to Airline's customers and passengers in the passenger holdrooms during irregular operations. For purposes of this section, irregular operations are defined as situations in which actual flight operations vary materially from scheduled flight operations.

Section 3.3 Limitations on Use by Airline

In connection with the exercise of its rights under this Agreement, Airline shall not:

- 3.3.1 Do, or permit to be done, anything within its control at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, electrical system, heating system, natural gas system, air conditioning system, fire protection system, sprinkler system, alarm system or fire hydrants and hoses, if any, installed or located on or within the premises of the Airport;
- 3.3.2 Do, or permit to be done, upon the Airport any act or thing within its control that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof;
- 3.3.3 Dispose of, or permit any person within its control (including service contractors) to dispose of, any waste material taken from, or products used (whether liquid or solid) with respect to, its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in accordance with Environmental Laws and/or first properly treated by equipment installed with the approval of the Director for that purpose and/or such discharge is consistent with applicable permit requirements;
- 3.3.4 Keep or store within the enclosed portion of the Airline Premises, during any twenty-four (24) hour period, flammable liquids in excess of Airline's working requirements during said twenty-four (24) hour period, except in storage facilities specially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters, and approved in writing by the Director from the standpoint of safety;
- 3.3.5 Do, or permit to be done, upon the Airport any act or thing within its control that will be in conflict with Federal Aviation Regulations Part 139 or jeopardize the Airport's operating certificate;

- 3.3.6 Do, or permit to be done, any act or thing within its control in conflict with Transportation Security Administration (“TSA”) Part 1542 regulations or any related TSA security directives;
- 3.3.7 Do, or permit to be done, any act or thing within its control in conflict with the Airport Security Plan which is modified by County from time to time as deemed necessary to accomplish compliance with FAA and TSA regulations;
- 3.3.8 Do, or permit to be done, any act or thing within its control in conflict with the Rules and Regulations;
- 3.3.9 Do or permit to be done any act, or let any condition exist, which is in conflict with current or future Environmental Protection Agency, State of Wisconsin and other government entities’ rules, regulations or directives;
- 3.3.10 Do, or permit to be done, in the area of the terminal building, maintenance (i.e., engine changes, control surface replacements, overhauls) within Airline’s control unless consented to by County, and providing that suitable, reasonably accessible space is available for such purpose; and
- 3.3.11 Do, or permit to be done, any deicing activities unless such activities are performed in a prompt, efficient, and safe manner as determined by the Airport Director.

**ARTICLE 4
LEASED PREMISES**

Section 4.1 Terminal Building Cost Center Space

- 4.1.1 Airline hereby leases its assigned Exclusive Use Space in the Terminal Building Cost Center being more particularly delineated on Exhibit A, as the same may be amended in writing from time-to-time.
- 4.1.2 Airline hereby leases the Joint Use Space being more particularly delineated on Exhibit B, as the same may be amended from time-to-time, jointly with the other airlines in the Terminal Building Cost Center authorized to use such space. The Joint Use Space in the Terminal Building Cost Center will be assigned by the County. County will use its best efforts to consistently assign Airline the same gates and Airline will have priority in using gates typically assigned to it on a Joint Use Space basis to accommodate its scheduled flights and flights of those airlines designated as Affiliate(s). However, County may assign such gates for use by others in periods when not used by Airline (or its Affiliates), so long as unassigned gates are not available and the gate is to be vacated by others at least thirty (30) minutes before Airline’s (or its Affiliate’s) next scheduled arrival at said gate.
- 4.1.3 Airline shall use its Exclusive Use Space for office purposes and the sale of Air Transportation, handling, ticketing, billing and manifesting of passengers, baggage, cargo, property and mail in the conduct of its Air Transportation business. If Airline desires to use its Exclusive Use Space on behalf of any other Air Transportation company authorized by the Director to use the Airport, Airline must first obtain written approval of Director, other than for Affiliates of the Airline.
- 4.1.4 Airline shall use the Joint Use Space for purposes designated for such space by the Director, which shall include:
 - 4.1.4.1 Baggage claim area (delivery and display of inbound passenger baggage and passenger waiting areas for delivery of their baggage);
 - 4.1.4.2 Tug cart circulation and baggage loading and unloading;
 - 4.1.4.3 Passenger holdrooms (checking-in, passenger waiting areas for arrival of aircraft, boarding of passengers and deplaning of passengers, light baggage handling); and
 - 4.1.4.4 County owned loading bridges for enplaning and deplaning aircraft.

Section 4.2 Surrender of the Premises

- 4.2.1 County shall not be required to give notice to quit possession of the Airline Premises hereunder upon expiration of the term of this Agreement. County acknowledges that the following conditions shall also be excluded from Airline’s duty to surrender the

leased premises, and that Airline shall not be liable for, or required to correct or make good any damage caused by (a) any willful or negligent act or omission of County, its employees, contractors or agents, or, in the case of any jointly or commonly used portion of the Airline Premises, any damage due to any willful or negligent act or omission of any other tenant, its employees or agents; (b) any latent defect in any Airport improvement not constructed by or on behalf of Airline; (c) condemnation, and (d) any other damage or loss that Airline is not responsible to repair under the terms of this Agreement. Airline covenants and agrees that, on expiration of the term of this Agreement, or on earlier termination as hereinafter provided, it will peaceably surrender possession of the premises leased hereunder in good condition, reasonable wear and tear, condemnation, acts of God and fire casualties excepted, and County shall have the right to take possession of said premises. Airline shall have the right on termination, and within thirty (30) days thereafter, to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense, in, on or about the Airport, except that

4.2.1.1 Airline shall not remove and keep fixtures, equipment and other personal property for which County is to reimburse Airline; and

4.2.2 Airline shall not abandon any of its property on the Airport including Airline Premises without the prior written consent of the Director. Any and all property not removed by Airline within the thirty (30) day period, at the option of County, shall become a part of the land on which it is located, and title thereto shall vest with County. All County property damaged by, or as the result of, the removal of Airline's property shall be restored by Airline, at its own expense, to the condition existing prior to such damage or according to such other arrangement to which County and Airline may agree. Additionally, Airline agrees to reimburse the County for all expenses related to the disposal of Airline property not removed by Airline.

Section 4.3 Accommodation of New and/or Existing Airlines

The parties hereto agree that every reasonable effort will be made to accommodate any other new entrant or incumbent airline, such carrier to be referred to hereinafter as "Requesting Airline". The parties agree that County will make every effort to accommodate such Requesting Airline through direct lease of premises or a Per Use/Operation basis between County and Requesting Airline. In the event that no premises which will accommodate the Requesting Airline are available for lease from County, the parties hereto recognize that it may become necessary to share the use of the Airline Premises demised herein with other Signatory Airlines so as to reasonably accommodate new and/or additional Air Transportation service at the Airport. Airline agrees to cooperate with County by giving appropriate consideration to any request by County to accommodate such Requesting Airline in its Exclusive Use Space. If Airline accommodates such Requesting Airline, Airline may charge the Requesting Airline a reasonable and non-discriminatory fee for secondary use of Airline's space, and Requesting Airline shall be required to indemnify the Airline to the same extent that the Airline is required to indemnify the County for the use and occupancy of the premises under this Agreement as well

as to indemnify Airline from and against any losses, claims, or damages arising from the Requesting Airline’s use of the Exclusive Use Space and to provide proof of insurance satisfactory to the County and Airline that such insurance reasonably covers the County and Airline as additional insureds.

Section 4.4 Re-assignment of Terminal Space and Parking Positions

From time to time, Airport Director may reassign joint use gates and aircraft parking positions in order to achieve better balance in the overall utilization of the terminal building and/or aircraft apron or construction or expansion of facilities. In the event such efforts or accommodation provided in Section 4.3 for Exclusive Use Space fails to provide reasonable accommodations and facilities for the Requesting Airline the Airport Director on behalf of the County may reassign Exclusive and Joint Use Space as described in Section 4.1.2. The County also reserves the right to provide Exclusive Use Space to a Requesting Airline by remodeling existing space or constructing new space, subject to the provisions of Article 5 hereof and after consultation with all Signatory Airlines.

4.4.1 “Remodeling” will be treated as a tenant improvement and the sole cost will be borne by the Requesting Airline as well as all remodeling and relocation costs, if any, incurred by any incumbent airline that has accommodated the Requesting Airline. Rentals, fees and other charges for the Requesting Airline’s space will be determined in accordance with Articles 6 and 7 of this Agreement.

4.4.2 “New construction” will be treated as a common cost element of the terminal building, and all costs involving additions or building modifications (including financing costs, if appropriate) will be included in the Terminal Building Requirement used to calculate Terminal Building Rental Rates, subject to the provisions of Articles 6 and 7 of this Agreement.

Section 4.5 Access

4.5.1 Subject to the provisions hereof, the Rules and Regulations, and such restrictions as Airline may impose with respect to its Exclusive Use Space, County hereby grants to Airline, its agents, suppliers, employees, contractors, passengers, guests and invitees, the right and privilege of access, ingress and egress to the Airline Premises and to Public Areas and public facilities of the Airport, together with all improvements, facilities and equipment now or hereafter located thereon. The Public Areas shall be in the possession and control of County and shall at all times remain public property to be used only as public Airport facilities, except as may be otherwise provided herein.

4.5.2 The ingress and egress provided for in Section 4.5.1 above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that is not incidental to Airline's Air

Transportation business and that Airline is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.

- 4.5.3 County shall have the right at any time to close, relocate, reconstruct, change, alter or modify any such means of access, ingress and egress provided for Airline's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable notice to Airline and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall use its best efforts to limit such closing to the duration appropriate to the circumstances. County shall consult with Airline prior to any such closing which would adversely affect Airline's operations unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. County shall suffer no liability including but not limited to consequential damages, by reason thereof, and such action shall in no way alter or affect any of Airline's obligations under this Agreement.

**ARTICLE 5
AIRPORT CAPITAL IMPROVEMENTS**

Section 5.1 Airport Capital Improvement Program

- 5.1.1 The parties hereto recognize that capital development of the Airport may be required during the term of this Agreement to preserve, protect, enhance, expand or otherwise improve the Airport or any part thereof.
- 5.1.2 Subject to Section 5.2, the County may incur indebtedness and make expenditures for capital improvements at the Airport, and all costs associated with capital improvements including financing costs, if any, shall be included in the calculations of Airline rates, fees and charges in accordance with Articles 6 and 7.

Section 5.2 Capital Improvements and Development by the County affecting the Rate Calculations

- 5.2.1 At any time the County intends to undertake a Capital Improvement that affects the rate calculations and which does not require immediate action, the County shall first notify the Signatory Airlines in writing of the proposed improvement(s). The notification shall include:
 - 5.2.1.1 A description of the proposed improvement(s) (the "Project"), together with a statement of the intended use for the Project;
 - 5.2.1.2 The cost estimate of the Project and the County's intended means of funding the Project;
 - 5.2.1.3 The planned allocation of the costs thereof to the various Airport Cost Centers;
 - 5.2.1.4 An estimate of the financial impact of the Project upon the Signatory's Airline's rates, fees and charges in the various Airport Cost Centers.
- 5.2.2 If requested by any Signatory Airline within fifteen (15) business days of the County's notice, a meeting between the County and the Airlines shall be held within a reasonable time, but not longer than sixty (60) days after the date of the County's notice. Said meeting shall be at a mutually convenient time and place for the purpose of discussing the Project proposed.
- 5.2.3 The County agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing its proposed Capital Improvements.

**ARTICLE 6
RENTALS, FEES AND CHARGES**

Section 6.1 Consideration

In consideration of the rights and privileges granted under this Agreement, Airline agrees to pay County, without deduction or setoff, during the term of this Agreement, certain rentals and fees as set forth herein.

Section 6.2 Landing Fee Charges

- 6.2.1 Airline shall pay County within thirty (30) days following the end of each month, without demand or invoicing, landing fee charges for aircraft landings for the preceding month at the rate and in the amount then currently approved in the Calculation of Rates and Charges provided in Exhibit C.
- 6.2.2 Airline shall provide to County a copy of its monthly landed weight report, including the number of landings by aircraft types and Maximum Certificated Gross Landing Weight. This monthly landed weight report shall be provided within ten (10) days following the end of each month for landings for the preceding month.

Section 6.3 Rentals for Exclusive Use Space and Joint Use Space

- 6.3.1 Airline shall pay to County in advance, on the first day of each month, without demand or invoicing, rentals for Airline's Exclusive Use Space at the rate and in the amount then currently approved in the Calculation of Rates and Charges provided in Exhibit C.
- 6.3.2 Airline shall provide to County a copy of its monthly enplanement and deplanement report broken down between revenue and non-revenue passengers. This monthly enplanement and deplanement report shall be provided within ten (10) days following the end of each month for enplanements and deplanements during the preceding month.
- 6.3.3 Airline's proportionate share of rentals for its use of the Joint Use Space shall be paid by Airline to County no later than fifteen (15) days following receipt by Airline of billing therefor and shall be calculated in accordance with the Joint Use Formula.

Section 6.4 Per Use/Operation Charges

- 6.4.1 If Airline is operating on a Per Use/Operation basis, Airline shall pay County within thirty (30) days following the end of each month, without demand or invoicing, Per

Use/Operation charges for aircraft operations for the preceding month at the rate and in the amount then currently approved in the Calculation of Rates and Charges provided in Exhibit C.

- 6.4.2 Airline shall provide to County a copy of its monthly enplanement and deplanement report broken down between revenue and non-revenue passengers including the number of uses/operations. This report shall be provided within ten (10) days following the end of each month for enplanements, deplanements and operations during the preceding month.

Section 6.5 Other Charges

Other charges may include charges for special items or activities including, but not limited to, employee parking and badging fees. The County may assess reasonable, non-discriminatory and cost-recovery based charges for these special items or activities. All new charges will be reviewed with Airline prior to implementation. Other charges payable by Airline, shall be paid by Airline to County no later than fifteen (15) days following receipt by Airline of billing therefor.

Section 6.6 Partial Month Charges

In the event the beginning or termination date with respect to any of the particular leased premises, facilities, rights, licenses, services or privileges as herein provided falls on any day other than the first day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a prorated basis according to the number of days during which said particular leased premises, facilities, rights, licenses, services or privileges were enjoyed during that month.

Section 6.7 Late Payments

In the event Airline fails to make payment when due under this Agreement, Airline shall be obligated to pay a late charge in the amount of five percent (5%) of the past due amount. Payment of the late charge shall not constitute a waiver by the County of its other remedies under this Agreement on account of Airline's failure to pay sums hereunder. Airline shall also pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid.

Section 6.8 Overpayments

It is the obligation of Airline to pay all rentals, fees and other charges, free of any "set-offs" or claims (except as otherwise permitted in this Agreement), in the amounts and at the times specified in this Agreement. In the event Airline desires to contest the validity or amount of any

rental, fee or other charge, Airline shall first pay the same to County, and may then seek a refund in any appropriate forum including seeking it from the County. Any overpayment of a particular rental, fee or other charge shall first be applied to any past due sums before it is refunded to Airline.

Section 6.9 Information to be Supplied by Airline

- 6.9.1 In the event Airline fails to submit the reports required by Section 6.2.2 and Section 6.3.2 for the then current month by the fifteenth (15th) day of the succeeding month, County shall base its current rentals, fees and charges upon the most recent data transmitted by Airline to County, with such charges to be adjusted as necessary on the next succeeding payment date. If statistical data to be submitted by Airline continues to be unavailable in the next succeeding month, County shall develop estimates as to Airline's monthly activity for use in the calculation of Airline's rentals, fees and charges.
- 6.9.2 The acceptance by County of any Airline payment shall not preclude County from verifying the accuracy of Airline's reports on which Airline's rentals, fees and charges are based, and shall not be construed as a waiver of late payment penalty due on full or partial underpayment, if any.
- 6.9.3 In addition to the information required by Section 6.2.2 and 6.3.2, Airline shall provide the following information to County within ten (10) days following the end of each month:
- Enplaned and Deplaned Cargo/Freight Weights
 - Scheduled Flights by Origin/Destination
 - Actual Flights by Origin/Destination
 - Available Seats by Destination
 - Load Factor by Destination
 - Unscheduled Landings (Diversions)

Section 6.10 Passenger Facility Charges

The County reserves the right to assess and collect Passenger Facility Charges subject to terms and conditions and such methods of collection set forth in the Aviation Safety and Capacity Expansion Act of 1990 and other applicable federal statutes and regulations (the "PFC Regulations"), as amended. No Passenger Facility Charges shall be used for that portion of Projects for which Airport Improvement Program grants are received by County and no depreciation or amortization charges for facility costs funded from the proceeds of a Passenger Facility Charge shall be included in the determination of rates for Airline rentals and fees. It is further agreed that Airline acknowledges and agrees that any Passenger Facility Charges collected and held by Airline are hereby deemed to be held in trust by Airline for the benefit of the County.

**ARTICLE 7
CALCULATION OF RATES FOR RENTALS, FEES AND CHARGES**

Section 7.1 Effective Date of Rate Calculations

The Terminal Building Rental Rate, Landing Fee Rate and Per Use/Operation Rate shall be calculated annually during the term of this Agreement as hereinafter set forth. Such calculated rates shall be effective on the first day of the calendar year for which they apply.

Section 7.2 County Records

- 7.2.1 County has an Airport accounting system and shall maintain appropriate accounting records that document the following items for each Airport Cost Center:
 - 7.2.1.1 Airport Revenues
 - 7.2.1.2 Operations and Maintenance Expenses
 - 7.2.1.3 Financing Costs
- 7.2.2 The allocation of Airport Revenues, Operations and Maintenance Expenses, and financing costs to the Airport Cost Centers shall be made in accordance with the cost allocation methods set forth in Exhibit C.
- 7.2.3 County shall further maintain records evidencing the allocation of Capital Improvement costs, Minor Capital Expenditures and capital funding sources (federal grants, PFC revenues, debt and other County funds) to each Airport Cost Center. All grant monies received by County with respect to any project or improvement of the Airport and all PFC revenues shall be deposited in the appropriate fund or funds.

Section 7.3 Items Excluded from Operations and Maintenance Expenses

Notwithstanding anything to the contrary stated or implied in this Agreement, Operations and Maintenance Expenses shall not include (or shall have deducted from them, as the case may be) and shall not be chargeable or passed through to the Airline, directly or indirectly, with respect to any of the following:

- 7.3.1 Capital Improvements, to the extent that they are funded from the proceeds of any federal support program, state grant, passenger facility charge, or customer facility charge;
- 7.3.2 Operations and Maintenance Expenses to the extent they are funded or reimbursed by the FAA, Transportation Security Administration or other federal or State support program;

- 7.3.3 Any bad debt losses, rent losses or reserves for bad debts or rent losses;
- 7.3.4 Wages or other compensation (including benefits) of any employee or contractor, to the extent that such wages or compensation, or benefits are attributable to work or services not provided to the Airport;
- 7.3.5 Expenses incurred for any goods, services or other benefits of a type which (a) Airline is not entitled to receive under this Agreement, but which are provided (with or without reimbursement by direct payment) to another Airport tenant or licensee, or (b) are not provided for the common benefit of all Airport tenants;
- 7.3.6 Expenses for which Airline is charged directly, or for which Airline otherwise reimburses County by direct payment over and above Rent or Per Use/Operation Charge and Airline's proportionate share of Operations and Maintenance Expenses; and
- 7.3.8 Costs for which County is, or is eligible to be, reimbursed by proceeds of any insurance policy.
- 7.3.9 Goods and services purchased for resale.

Section 7.4 Calculation of Rates and Charges

- 7.4.1 On or before July 1st of each year, the Director will request from Airline and Airline agrees to submit to Director a written estimate of Airline's portion of the Total Landed Weight and Total Operations for the succeeding calendar year.
- 7.4.2 On or before October 1st of each year, County shall submit to Airline its proposed Calculation of Rates and Charges for the succeeding calendar year, including:
 - 7.4.2.1 The Annual Budget of Airport Operations and Maintenance Expenses, Minor Capital Expenditures, annual financing costs, and depreciation;
 - 7.4.2.2 Application of cost allocation methods to the Airport Cost Centers as set forth in Exhibit C;
 - 7.4.2.3 Estimated revenues from the Airfield Cost Center from sources other than those paid by Signatory Airlines;
 - 7.4.2.4 The square footage of Airline Exclusive Use Space, Joint Use Space and non-airline rentable space;
 - 7.4.2.5 A preliminary calculation of the Terminal Building Rental Rate, Landing Fee Rate and Per Use/Operation Rate, in accordance with Sections 7.4, 7.5, 7.6 and 7.7, as set forth in Exhibit C

- 7.4.3 Director may call a meeting of the Signatory Airlines to discuss the proposed Calculation of Rates and Charges. County shall give appropriate consideration to the comments of the Signatory Airlines in finalizing the Calculation of Rates and Charges. The resulting Signatory Airline rates, fees and charges in the final Calculation of Rates and Charges shall be consistent with the provisions of this Agreement.
- 7.4.4 County will adopt the final Calculation of Rates and Charges following any consultation with the Signatory Airlines. The Director shall promptly furnish Airline with a copy of the final Calculation of Rates and Charges which shall set forth the Terminal Building Rental Rate, Landing Fee Rate and Per Use/Operation Rate that shall be effective for the applicable calendar year.
- 7.4.5 If, for any reason, the Calculation of Rates and Charges has not been adopted as of the first day of any calendar year, the rentals and fees in effect during the preceding calendar year shall continue in effect until the new Calculation of Rates and Charges has been adopted by County and County has calculated the rentals and fees in accordance with this Agreement. The new Airline rentals and fees shall then be made effective retroactive to the first day of such calendar year.

Section 7.5 Calculation of Terminal Building Rental Rate

The Terminal Building Rental Rate shall be calculated annually in the following manner:

- 7.5.1 The Terminal Building Cost Center costs for the succeeding calendar year shall be calculated by totaling the following amounts:
 - 7.5.1.1 The Annual Budget of Operations and Maintenance Expenses and Minor Capital Expenditures allocated to the Terminal Building Cost Center;
 - 7.5.1.2 The allocation of the annual requirement of any financing costs and depreciation of County attributable to the Terminal Building Cost Center;
 - 7.5.1.3 The estimated amount of any assessment, judgment or charge (net of insurance proceeds) to become payable by County relating directly to the Airport or its operation and allocable to the Terminal Building Cost Center;
 - 7.5.1.4 A reduction for rents received from sources not related to providing goods and services to passengers.
- 7.5.2 The Terminal Building Rental Requirement for the succeeding calendar year shall be calculated as follows:

- 7.5.2.1 Divide the total square footage of all Signatory Airlines' Premises by the total square footage of rentable space in the Terminal Building Cost Center to determine the percentage of Terminal Building Cost Center space applicable to the Signatory Airlines;
- 7.5.2.2 Multiply the percentage calculated in Section 7.5.2.1 times the Terminal Building Cost Center costs totaled in Section 7.5.1 to determine the Terminal Building Rental Requirement applicable to the Signatory Airlines;
- 7.5.3 The full cost recovery Terminal Building Rental Rate (per square foot per year) shall then be calculated by dividing the Terminal Building Rental Requirement by the total amount of airline rented space in the Terminal Building Cost Center. The Rental Rate to be applied to Airline Premises shall be the full cost recovery Terminal Building Rental Rate reduced by the subsidy percentage specified in Exhibit C during each year of the Agreement.
- 7.5.4 Each calendar year County shall establish a Non-Signatory Airline Terminal Building Rental Rate equal to the Signatory Airline Rental Rate plus thirty percent (30%).

Section 7.6 Calculation of Landing Fee Rate

The Landing Fee Rate shall be calculated annually in the following manner:

- 7.6.1 The Landing Fee Requirement for the succeeding calendar year shall be calculated as follows:
 - 7.6.1.1 Add the Annual Budget of Operations and Maintenance Expenses and Minor Capital Expenditures allocated to the Airfield Cost Center;
 - 7.6.1.2 Plus, the allocation of the annual requirement of any financing costs and depreciation of County attributable to the Airfield Cost Center;
 - 7.6.1.3 Plus, the estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by County relating directly to the Airport or its operation and allocable to the Airfield Cost Center;
 - 7.6.1.4 Less, non-airline revenues from sources related to the Airfield Cost Center that include, but are not limited to, fuel flowage fees.
- 7.6.2 The full cost recovery Landing Fee Rate (per 1,000 pounds of Total Landed Weight) for the succeeding calendar year shall then be calculated by dividing the Landing Fee Requirement by the estimated Total Landed Weight for the succeeding calendar year as projected by the Director based in part on the estimates provided by the Signatory Airlines pursuant to Section 7.4.1. The Landing Fee Rate to be applied to Airline

Total Landed Weight shall be the full cost recovery Landing Fee Rate reduced by the subsidy percentage specified in Exhibit C during each year of the Agreement.

- 7.6.3 Each calendar year County shall establish a Non-Signatory Airline Landing Fee Rate equal to the Signatory Airline Landing Fee Rate plus thirty percent (30%).

Section 7.7 Calculation of Per Use/Operation Rate

The Per Use/Operation Rate for the succeeding calendar year shall be calculated by determining an annual rental rate for the average ticket counter/queuing spaces, the average gate holdroom space, the average baggage makeup space, and the total joint use baggage handling and baggage claim spaces based on the Terminal Building Rental Rate calculated in accordance with Section 7.5. The ticket counter/queuing portion, holdroom portion and baggage makeup portion of the Per Use/Operation Rate will be calculated by dividing the annual rental rate for the average ticket counter/queuing spaces, the average holdroom space, and the average baggage makeup space by the estimated number of uses/operations per year. The joint use baggage handling and baggage claim space portion of the Per Use/Operation Rate will be calculated by dividing the annual rental rate by the estimated annual enplanements and then multiplied by the estimated number of enplaned passengers per use/operation. The sum of these four calculations will be the total Per Use/Operation Rate.

Each calendar year County shall establish a Non-Signatory Per Use/Operation Rate equal to the Signatory Airline Per Use/Operation Rate plus thirty percent (30%).

Section 7.8 Reconciliation of Prior Year Rates and Charges

- 7.8.1 After completion and approval of the annual audit of the County’s financial statements conducted by an independent accountant, the County shall provide a final accounting of the prior Fiscal Year rentals, fees and charges in accordance with the provisions of this Article 7. The actual Terminal Building Rental Requirement and Landing Fee Requirement shall be calculated by the County based on actual Airport Revenues, Operations and Maintenance Expenses, Minor Capital Expenditures, depreciation, financing costs, terminal building space, Total Operations and Total Landed Weight for the Fiscal year and other factors. The County shall then calculate the amounts of Terminal Building Rentals and Landing Fees that should have been paid by each of the Signatory Airlines during the preceding Fiscal Year based on such actual data, following the procedures of Sections 7.4, 7.5, 7.6 and 7.7. Amounts paid in excess of actual requirements (surpluses) shall be refunded by the County to the Signatory Airlines that conducted Air Transportation operations at the Airport during the preceding Fiscal Year within thirty (30) days of the County’s approval of the completed audit. The County shall prepare and transmit invoices to the Signatory Airlines that conducted Air Transportation operations at the Airport for amounts actually required in excess of amounts paid (deficits) within twenty (20) days of the County’s approval of the completed audit. Airline shall then pay the County within

twenty (20) business days of the invoice date.

- 7.8.2 Under this Section 7.8, obligations of the County and the Airline shall survive the expiration or earlier termination of this Agreement. Further, the County shall have the right of offset for any reconciliation amounts it owes to the Airline against any other obligation of the Airline to the County that is unpaid.
- 7.8.3 Upon written request of the Airline, County shall furnish a copy of the County's annual audit report after its completion covering the operation of the Airport for the preceding Fiscal Year.

**Section 7.9 Extraordinary Adjustments of Terminal Building
Rental Rates and Landing Fee Rates**

- 7.9.1 Notwithstanding any other provisions hereof, if at any time during the calendar year the estimated amount of Signatory Airline landing fee, per use/operation fee and terminal rent is reasonably projected by the County to vary by twenty five percent (25%) or more from the amounts set forth in the Calculation of Rates and Charges, the Terminal Building Rental Rate, Landing Fee Rate, and Per Use/Operation Rate provided for in this Article 7 may, if deemed necessary by the Director following consultation with the Signatory Airlines, be adjusted for the balance of such calendar year if the then existing rates would result in an overpayment or underpayment of Airport Revenue or to ensure that sufficient total Airport Revenue will be generated during the calendar year to meet the requirements of the Annual Budget.
- 7.9.2 County shall notify the Signatory Airlines of its intent to make such revision and adjustments and the effective date thereof which shall be no earlier than thirty (30) days from the date of mailing. Such notice shall provide a revised projection of the Terminal Building Rental Rate, Landing Fee Rate, and Per Use/Operation Rate for the remainder of such calendar year in sufficient detail to allow the Signatory Airlines to make informed comments thereon. The Signatory Airlines may submit written comments on such notice to County. County shall give due consideration to all comments submitted in a timely manner by the Signatory Airlines. If requested, the County shall convene a meeting with the Signatory Airlines to discuss such revisions and adjustments.

Section 7.10 County Covenants

- 7.10.1 County covenants that for purposes of keeping its books of account and allocating revenues and expenses, it will observe Generally Accepted Accounting Principles (GAAP) sound business principles for effective and prudent control of Operations and Maintenance Expenses and Capital Improvement expenditures.
- 7.10.2 County shall operate Airport in a manner so as to produce revenues from

cessionaires, tenants and other users of Airport in amounts which would be produced by a reasonably prudent operator of an airport of substantially similar size, use and activity, with due regard for the interests of the public.

- 7.10.3 County shall not include the cost of any service provided by any governmental agency other than County as an expense in the calculation of rentals, fees and charges payable by Airline unless a direct charge is paid by County to the governmental agency providing such service and all rates and charges shall be in accordance with applicable federal law and policy with respect to airline rates and charges.
- 7.10.4 County shall apply all rentals, fees, charges, concession revenues and any other amounts collected (including proceeds of insurance) solely to defray the costs of operating, maintaining, changing and expanding the Airport, except as may otherwise be required by federal law.
- 7.10.5 County shall not enter into any lease, contract or any other agreement with any other Air Transportation company containing more favorable terms than this Agreement, or to grant any tenant engaged in Air Transportation, rights or privileges with respect to the Airport that are not accorded Airline hereunder, unless the same rights, terms and privileges are concurrently made available to Airline.
- 7.10.6 County agrees to expend Net Revenue generated by the Airport only for valid Airport purposes as prescribed by Federal statutory provisions governing the use of airport revenues.
- 7.10.7 County agrees that Net Revenues will not be transferred to non-Airport facilities of the County, or any other governmental entity except when transfers reflect the value of services actually received or facilities actually used by the Airport or in cases otherwise permitted by Federal statutory provisions governing the use of airport revenue.

**ARTICLE 8
MAINTENANCE, REPAIR, ALTERATIONS AND IMPROVEMENTS**

Section 8.1 Airline's Responsibilities

Airline shall have the following maintenance and repair obligations:

- 8.1.1 Airline agrees that, upon Airline's occupancy of its Exclusive Use Space, such space is in good, tenantable condition unless otherwise noted in writing to the Director.
- 8.1.2 Airline, except as hereinafter provided, shall not call on County for any of the following janitorial services or nonstructural repairs to its Exclusive Use Space and Airline shall, at its sole expense and in a manner acceptable to County:
 - 8.1.2.1 Maintain its Exclusive Use Space in reasonably good, tenantable condition;
 - 8.1.2.2 Maintain the aircraft ramp used by Airline area in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease that may result from activities of its passengers, employees, agents or suppliers; and remove from its aircraft parking positions, all oil, fuel and grease spillage attributable to Airline's aircraft and equipment.
 - 8.1.2.3 Perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and nonstructural repair of all Exclusive Use Space and all Airline owned fixtures, personal property and equipment.
 - 8.1.2.4 Immediately repair any damage in any other space at the Airport occasioned by the fault or negligence of Airline, its servants, agents, employees and licensees.
- 8.1.3 Except as may be caused by the negligence or willful misconduct of County, Airline expressly agrees that County shall not be liable to Airline, its employees, passengers or business visitors for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief or acts of civil authority.
- 8.1.4 If Airline fails to perform its obligations under this Article 8 after the notice period expires as provided in Section 12.1.1, County may do so and recover its entire cost plus a fifteen percent (15%) administrative charge from Airline as an other charge referred to in Section 6.5 on the next rental due date.

Section 8.2 County's Responsibilities

- 8.2.1 The Airport Director is hereby designated as the official representative of the County for the enforcement of all provisions in this Agreement with full power to represent the County in dealings with Airline in connection with the rights and responsibilities herein provided, actions related to policy determination, modification of this Agreement, subsequent permissive authorization under this Agreement, enforcement of this Agreement, and similar matters affecting the terms of this Airport Operating Agreement and Terminal Building Lease.
- 8.2.2 County, during the term of this Agreement, shall retain FAA Airport Certification and keep in good repair, or arrange for the safe, orderly, economical operation, maintenance and reasonably good repair of, all areas and facilities of the Airport except as specifically otherwise assigned by this Agreement, including the Public Areas and the Joint Use Space of the Terminal Building, County owned loading bridges, vehicular parking areas, runways, landing lights, floodlights, beacons and other field lighting, taxiways, aprons, roadways and all appurtenances, facilities and services now or hereafter connected with the foregoing. County also shall keep the Airport reasonably free from obstructions, including, without limitation, vegetation, stones and other foreign matter, as reasonably necessary, from the landing area, ramp area, taxi area, roadways, vehicular parking areas and aircraft parking areas for the safe, convenient and proper use of the Airport by Airline.
- 8.2.3 County shall operate and maintain the Airport in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal or state agency having jurisdiction with respect thereto.
- 8.2.4 County shall maintain the exterior portions of the walls, ceiling and roof of the Exclusive Use Space and all central mechanical distribution systems in good repair and condition.
- 8.2.5 The undertakings by County under this Section 8.2 do not relieve Airline of its duties to maintain its Exclusive Use Space and aircraft ramp areas as specified in Section 8.1 and to use Joint Use Space with due care.
- 8.2.6 County shall operate the Airport and lease space to concessionaires, other tenants and other commercial operators in a manner so as to produce, subject to the provisions of this Agreement, revenues of a nature and amount which would be produced by a reasonably prudent airport operator and to maximize such revenues to the extent reasonably practicable.
- 8.2.7 County shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, County shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport operational delays or disruptions

reasonably expected to result from such construction, reconstruction or repair, including but not limited to coordination with Airline's representatives or its designee, if Airline is affected.

Section 8.3 County's Right to Inspect and Make Repairs

8.3.1 County, by its authorized officers, employees, agents, contractors, subcontractors and other representatives, shall have the right (at such time and upon reasonable notice to Airline as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Exclusive Use Space and Joint Use Space for the following purposes:

8.3.1.1 To inspect such space to determine whether Airline has complied and is complying with the terms and conditions of this Agreement;

8.3.1.2 To accomplish repairs or replacements by County pursuant to Section 8.2, or in any case, where Airline is obligated to make repairs or replacements and has failed to do so, after notice as provided herein, make such repairs or replacements on Airline's behalf; and

8.3.1.3 In the exercise of County's police powers.

8.3.2 No such entry by or on behalf of County upon any Exclusive Use Space leased to Airline shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by Airline. County shall suffer no liability by reason thereof, and such action shall in no way alter or affect any of Airline's obligations under this Agreement provided that, and so long as, each entry by County is conducted to minimize inconvenience, disruption or interference with Airline's operations and activities.

Section 8.4 Alterations and Improvements

Airline shall make no alterations, additions, improvements to, or installations on the space leased under this Agreement without the prior written approval of the Director. If County intends to require the removal of any alteration, improvement or addition upon termination of this Agreement, County shall so indicate to Airline at the time County consents to the installation. If not indicated at the time County consents to the installation, County shall be precluded from requiring its removal at time of termination of this Agreement.

**ARTICLE 9
DAMAGE OR DESTRUCTION OF PREMISES**

Section 9.1 Minor Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenable or unusable for the purpose intended as reasonably determined by the County, the same shall be repaired to usable condition with due diligence by the County as provided in Section 9.4.

Section 9.2 Substantial Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire, or other casualty, as to render any portion of said Airline Premises untenable but capable of being repaired, as reasonably determined by the County, the same shall be repaired to usable condition with due diligence by the County as provided in Section 9.4. In such case, the rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the part of the area rendered untenable or unusable for the purpose intended bears to total Airline Premises of the same category and area. Such abatement in rent will continue until such time as such affected Airline Premises shall be restored adequately for Airline's use. The County shall use its best efforts to provide Airline with alternate facilities to continue Airline's operation while repair, reconstruction or replacement is being completed, at a rental rate not to exceed that provided in this Agreement for comparable space.

Section 9.3 Total Damage

9.3.1 If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired, as reasonably determined by the County, the County shall notify Airline within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space. However, the County shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall cease until such time as reasonable and comparable replacement or reconstructed space shall be available for use by Airline.

9.3.2 In the event the County elects to reconstruct or replace affected Airline Premises, the County shall use its best efforts to provide Airline with alternate and adequate facilities to continue Airline's operation while repair, reconstruction or replacement is being completed, at a rental rate not to exceed that provided in this Agreement for

comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the County is not diligently pursuing such replacement or reconstruction, within three (3) months after the date of such damage or destruction, Airline shall have the right, upon giving the County thirty (30) days advance written notice, to delete the affected Airline Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Airline Premises, unless the loss of such damaged or destroyed premises prevent Airline from operating at Airport, in which case the Airline may terminate the Agreement.

- 9.3.3 In the event the County elects not to reconstruct or replace affected Airline Premises, the County shall meet and consult with Airline on ways to permanently provide Airline with adequate replacement space for affected Airline Premises. Airline shall have the right, upon giving the County thirty (30) days advance written notice, to delete the affected Airline Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Airline Premises, unless the loss of such premises prevents Airline from operating at Airport, in which case the Airline may terminate the Agreement.

Section 9.4 Scope of Restoration of Premises

The County's obligations to repair, reconstruct or replace affected premises under the provisions of this Article 9 shall in any event be limited to using due diligence and best efforts to restore affected Airline Premises to substantially the same condition that existed prior to any such damage and shall further be limited to the extent of insurance proceeds available to the County for such repair, reconstruction or replacement. Airline agrees that if the County elects to repair, reconstruct or replace affected premises as provided in this Article 9, then Airline shall proceed with reasonable diligence and at its sole cost and expense to repair, reconstruct or replace its signs, fixtures, furnishings, equipment and other items provided or installed by Airline in or about Airline Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction. However, in the event County chooses not to replace space in kind, Airline may delete said premises from its obligation.

Section 9.5 Damage from Airline Negligence or Willful Act

Notwithstanding the provisions of this Article 9, in the event that due to the negligence or willful act of Airline, its agents, servants or employees, or those under its control, Airline Premises shall be damaged or destroyed by fire, casualty or otherwise, there shall be no abatement of rent during the restoration or replacement of said Airline Premises and Airline shall have no option to delete the affected Airline Premises from this Agreement under the provisions of this Article 9 unless County elects not to repair, reconstruct or replace such affected Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to the County by reason of such damage or destruction, Airline shall pay the amount of such additional costs to the County.

**ARTICLE 10
INSURANCE, INDEMNIFICATION AND SECURITY**

Section 10.1 Indemnification

10.1.1 Airline shall indemnify, defend and hold harmless the County, its Boards, directors, officers, agents and employees, individually or collectively, from and against any and all claims, actions, damages, loss and liability, together with all reasonable expenses incidental to the investigation and defense thereof claimed by anyone by reason of injury or damage to persons or property sustained in whole or in part as a result of an act, omission or negligence of Airline, its officers, agents or employees, subtenants, contractors, subcontractors or by anyone acting pursuant to the express or implied authority or permission of Airline arising out of, or incident to, this Agreement. Provided Airline shall not be required to indemnify, defend and hold harmless the County, its Boards, directors, officers, agents and employees for injury or damage to persons or property sustained in whole or in part as a result of any act, omission or negligence of Airline's subtenants, contractors or subcontractors if Airline requires its subtenants, contractors and subcontractors to carry insurance that complies with the requirements of Section 10.2, and each subtenant, contractor and subcontractor names the County as an additional insured under said insurance policy, and furnishes proof of said coverage in a form acceptable to the County. The provisions of this Section 10.1.1 and of Section 10.1.2 shall exclude claims or actions arising out of the negligence or willful act of the County, its Boards, officers, agents or employees. The County shall give to Airline prompt and reasonable notice of any claims or actions, and Airline shall have the right to investigate and compromise said claims or actions. The provisions of this Section 10.1.1 shall survive the expiration or earlier termination of this Agreement.

10.1.2 Airline shall indemnify, defend and hold harmless, the County, its Boards, directors, officers, agents and employees, individually or collectively from and against any and all claims, actions, damages, fines, loss and liability, together with all reasonable expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state or municipal laws, statutes, ordinances or regulations, by Airline, its officers or agents, employees, subtenants, contractors, subcontractors or by anyone acting pursuant to the express or implied authority or permission of Airline arising out of, or incident to, this Agreement. Airline shall be responsible for the investigation expenses and any resulting fines or penalties pursuant to this Section 10.1.2 only in the event that Airline is shown to be responsible for violation of a federal, state or municipal law, statute, ordinance or regulation. The provisions of this Section 10.1.2 shall survive the expiration or earlier termination of this Agreement.

Section 10.2 Airline Insurance

10.2.1 Airline shall maintain, and shall require all of its Affiliates to individually maintain,

liability insurance, each for the protection of Airline or its Affiliates, insuring against damages because of personal injury, bodily injury, death, property damage, including loss of use thereof, and arising out of any operations of Airline and its Affiliates, respectively, in connection with this Agreement. Coverage shall provide limits per occurrence to a combined single limit in amounts not less than those set forth in Exhibit D. Such insurance shall name the County, its Boards, directors, officers, agents and employees as additional insureds, but only as respects the operations of the named insured Airline and its Affiliates, as their interests may appear, with the stipulation that this insurance, as to the interest of the County only, shall not be invalidated by any act or neglect or breach of contract by Airline or its Affiliates, so long as the County has not caused, contributed to or knowingly condoned the said act, neglect or breach of contract. The coverage provided by this policy(ies) shall be primary coverage and any other insurance carried by the County is excess.

10.2.2 Airline shall comply, and shall require all of its Affiliates to comply, with Wisconsin Worker's Compensation Act which requires Airline and its Affiliates to provide workers' compensation insurance coverage that satisfies Wisconsin Law for all subject workers. Employer's Liability Insurance is also required. The specifically required coverage types and amounts are provided in Exhibit D.

10.2.3 Airline shall furnish, and shall require all of its Affiliates to furnish, the County, no later than thirty (30) days following the execution of this Agreement, a certificate(s) of insurance as evidence that the then required amounts and types of such insurance are in force. The County reserves the right to require a certified copy of such certificates upon request. Airline shall name, and shall require all of its Affiliates to name, the County as an additional insured on any and all insurance policies identified in Exhibit D as allowed by law. Said policies shall be in a form, content and for a term generally used by Scheduled Air Carriers similar to Airline and its Affiliates in their routine operations and shall provide for thirty (30) days' written notice to the County prior to the cancellation of, or any material change in, such policies, ten (10) days notice for non-payment of premium.

Section 10.3 Bond/Security Deposit

Airline shall, upon the execution of this Agreement, file and maintain with the County a good and sufficient corporate surety bond or bonds or such other security as to the County may be acceptable in accordance with the requirements of the laws of the State of Wisconsin, the form and terms of which bond or other security shall be subject to the approval of the County, in a sum equal to three (3) months of Airline's estimated Terminal Building Rent, Landing Fees, Per Use/Operation Fees and other charges (depending on circumstances this sum may increase or decrease), conditioned upon the full performance by Airline of all the terms and conditions of this Agreement and the payment by Airline of the rentals and of all other amounts herein provided for the full term hereof.

**ARTICLE 11
RULES AND REGULATIONS, COMPLIANCE WITH LAWS,
NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Section 11.1 Rules and Regulations

- 11.1.1 Airline shall observe and obey all County resolutions and Rules and Regulations governing conduct on and operations at the Airport and use of its facilities. County agrees that all Rules and Regulations so promulgated shall not be inconsistent with the express terms of this Agreement or any legally authorized rule or regulation of the FAA, or any other federal or state agency, which is binding in law on Airline, as the same now are or may from time-to-time be amended or supplemented. Except as so expressly limited, County's authority to promulgate or amend Rules and Regulations shall not be affected by this Agreement. County shall give Airline reasonable notice of any proposed amendment to Airport Rules and Regulations, and a reasonable opportunity to comment on any such proposed amendments before they are finalized.
- 11.1.2 Airline shall not violate, nor permit its agents, contractors or employees acting on Airline's behalf to violate any such Rules and Regulations that are now in effect or as may from time-to-time during the term hereof be promulgated by County. The Rules and Regulations, as adopted, are available on the County's website.
- 11.1.3 County, acting in its governmental capacity and not as Airport operator, shall prescribe reasonable injunctive remedies for violations of such Rules and Regulations, and the same may be applied to Airline for violations by its agents, employees and contractors acting on Airline's behalf. Nothing contained in this Section 11.1 shall prevent Airline from contesting in good faith any Rules and Regulations or the reasonableness of such remedies. County agrees not to discriminate against Airline in the enforcement of its Rules and Regulations.

Section 11.2 Compliance with Laws

- 11.2.1 Airline shall not use its Exclusive Use Space, Joint Use Space or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees or licensees for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable resolutions, laws and rules and regulations of the County of Outagamie, State of Wisconsin or of the U.S. Government, and of any commission thereof that may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder or to the Exclusive Use Space and Joint Use Space.

- 11.2.2 At all times during the term of this Agreement, Airline shall, in connection with Airline's activities and operations at the Airport:
 - 11.2.2.1 Comply with and conform to all existing and future statutes, resolutions and ordinances, and the rules and regulations promulgated thereunder, of all Federal, State and other governmental bodies of competent jurisdiction that apply to or affect Airline or Airline's operations and activities under this Agreement.
 - 11.2.2.2 Make, at Airline's own expense, all nonstructural improvements, repairs, and alterations to its Exclusive Use Space, equipment and personal property that are required to comply with or conform to any of such laws, ordinances, and rules and regulations referred to in Section 11.2.2.1, to which this Agreement is expressly subject.
 - 11.2.2.3 Be and remain an independent contractor with respect to all installations, construction and services performed by or at the request of Airline hereunder.

Section 11.3 Non-Discrimination and Affirmative Action

Airline, as part of the consideration hereof and as a covenant running with the lease, hereby covenants and agrees that:

- 11.3.1 In the event facilities are constructed, maintained or otherwise operated for a purpose for which a Federal Department of Transportation and Transportation Security Administration program or activity is intended or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.
- 11.3.2 No person on the grounds of race, creed, color, national origin, sex, age or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 11.3.3 No person on the grounds of race, creed, color, national origin, sex, age or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the Airline Premises and the furnishing of services thereon.
- 11.3.4 Airline shall use the Airline Premises in compliance with all other requirements

imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

- 11.3.5 Airline agrees that it shall insert the provisions of Sections 11.3.1, 11.3.2, 11.3.3 and 11.3.4, inclusive, in any lease or other agreement by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
- 11.3.6 In the event of breach of any of the non-discrimination covenants set forth in this Section 11.3, County shall have the right to terminate this Agreement and to reenter and repossess the premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights.
- 11.3.7 Airline will undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Non-Discrimination in Airport Aid Program," or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or physical handicap, be excluded from participation in any employment activities covered in such Subpart E. No person shall be excluded by Airline on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Airline will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.
- 11.3.8 Airline covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin, or sex, as provided in Part 23, of Title 49, of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

- 11.3.9 In the event of a breach by Airline of any of the assurances or covenants in Sections 11.3.7 and 11.3.8, County shall have the right to terminate this Agreement, and to reenter and repossess any leased facilities hereunder, and to hold the same as if this Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Airline a reasonable opportunity to rectify the same, if appropriate.

Section 11.4 Environmental Requirements/Hazardous Materials

- 11.4.1 Airline’s Covenants. Airline covenants the following:
 - 11.4.1.1 Airline shall at all times and in all respects comply with all Environmental Laws and permits applicable to Airline’s operations on the Airport under this Agreement. The Release of Hazardous Materials is strictly prohibited, except in compliance with applicable Environmental Laws or permits issued pursuant to applicable Environmental Laws.
 - 11.4.1.2 Airline shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated, treated, managed, or disposed of in, on or about the Airport, or transported to or from or within the Airport, except to the extent that such Hazardous Material, in kind and quantity, is normally necessary or useful to Airline’s conduct of the permitted use of the property and will be used, kept, and stored in a manner that complies with all applicable Environmental Laws, the Airport Rules and Regulations, and all other applicable laws.
 - 11.4.1.3 Airline, at Airline’s sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws and permits, any Release of Hazardous Materials on the Airport, into soil or groundwater to the extent caused or resulting from the activities of the Airline under this Agreement.

In addition to any remedy provided in this Agreement, County, in its discretion, may after reasonable written notice to Airline (except that notice is not required for any Release that poses an imminent harm to the environment or other emergency situation), pay to have such Release investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse County for its reasonable share of the documented costs within thirty (30) days of County’s demand for payment if: (a) Airline does not promptly commence investigation of any such Release; or (b) Airline does not diligently pursue appropriate remedial activities as required by applicable Environmental Laws and permits.

- 11.4.2 Access for Environmental Inspection. County shall have reasonable access to the Airline Premises along with all other areas of the Airport where Airline conducts its operations (hereinafter, "Airlines Operations Areas") upon reasonable written advance notice to inspect the same in order to confirm that Airline is using the Airline Operations Areas in accordance with all applicable Environmental Laws or permits. County will, except when the environment is threatened with imminent harm or in other emergency situations, give Airline the opportunity to have an Airline representative present during the inspection. If the County has reason to suspect that Airline has violated an applicable Environmental Law or permit, the County may retain at its own cost an environmental consulting firm to perform in such detail as the County reasonably determines to be necessary any environmental investigation or assessment (including any sampling or other analysis) of the Airline Operations Area. County shall afford Airline the opportunity to split any samples collected in the course of an investigation or assessment. Airline agrees to reasonably cooperate with the County and its environmental consulting firm in connection with such investigation or assessment provided that such inspections shall not unreasonably interfere with Airline's operations.
- 11.4.3 Liability. In addition to any remedy provided in this Agreement, Airline shall be solely and fully responsible and liable for costs, including without limitation costs of clean-up or other remedial activities, fines or penalties assessed directly against the Airport, attributable to (a) storage, use or disposal of Hazardous Materials in the Airline Operations Areas by Airline or any Airline Affiliate; or (b) any Hazardous Material Release or discharge in the Airline Operations Areas which is caused or results from the activities of Airline under this Agreement.
- 11.4.4 Environmental Indemnity. Airline shall indemnify, defend, and hold harmless County from and against any and all losses resulting or arising from any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Airline or otherwise arising from Airline's operations hereunder except to the extent such Release (1) is caused by the negligence or willful act of County, its commissioners, officers, agents or employees; or (2) is caused by the negligence or intentional misconduct of any contractor working at the direction of the County; or (3) is a Pre-Existing Condition in the soil or groundwater at the Airport prior to the date on which the Airline first used or occupied that portion of the Airline Operations Area.
- 11.4.5 Environmental Audit. Upon reasonable advance written notice, County shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to County, an environmental audit of the Airline's operations, equipment and fixtures located on the Airport for the purpose of assessing Airline's compliance with Environmental Laws and permits after consulting with airline on the scope of the audit. County will give Airline an opportunity to have an Airline representative present during the audit. County shall pay all reasonable costs associated with said audit, unless such audit discloses any Hazardous Materials contamination in violation of applicable Environmental Laws which Airline is liable for hereunder, in which

case, the Airline shall pay all reasonable costs associated with such audit. Airline shall be provided the opportunity to review and comment on the report of the audit results prior to finalization. Airline will promptly correct any deficiencies associated with its compliance with this Agreement or Environmental Laws or permits as identified in the final audit report if due to the Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of Airline as required by applicable Environmental Laws.

- 11.4.6 Notice by Airline. Airline shall give County verbal and written notice of any reportable Release of any Hazardous Materials at the Airline Operations Areas caused by Airline in connection with its operations under this Agreement which should be reasonably known to Airline. Such report shall be made in conformance with those procedures established in the Airport Rules and Regulations. In addition, to the extent known to Airline, Airline shall notify County in writing, to the extent related to the Airport, of: (a) a Pre-Existing Condition of contamination other than such conditions previously disclosed to the Airline by County; (b) any enforcement, clean-up, removal or other government or regulatory action instituted, completed or threatened against Airline or the Airport related to Airline's operations under this Agreement pursuant to any Environmental Laws; (c) any claim made or threatened by any person against Airline or the Airport relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Airline Operations Areas related to Airlines use of property pursuant to this Agreement. Airline shall also supply to County as promptly as possible, after Airline receives or sends the same, with copies of all claims, reports, or complaints, related to asserted violations of Environmental Laws or permits by Airline relating in any way to the Airline Operations Areas or Airline's use thereof. The foregoing provisions set forth in this subsection 11.4.6 shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 12
DEFAULT AND TERMINATION**

Section 12.1 Events of Default

12.1.1 If Airline:

- 12.1.1.1 fails to pay rentals, fees or charges or make any other payment past due hereunder within fifteen (15) days after receipt of written notice of nonpayment;
- 12.1.1.2 fails, subject to force majeure events specified in Section 14.13 of this Agreement, to commence immediately to keep and perform any of its covenants and agreements within thirty (30) days after receipt of written notice of default and to diligently pursue the completion of such cure of such non-monetary default;
- 12.1.1.3 If Airline fails to continue to complete any of its covenants and agreements after performance is commenced, subject to force majeure events specified in Section 14.13 of this Agreement and does not commence immediately within thirty (30) days after receipt of written notice of default.
- 12.1.1.4 is the subject of any voluntary petition, proceedings or action under any insolvency, bankruptcy or reorganization act of law;
- 12.1.1.5 is the subject of any involuntary petition, proceedings or action against Airline under any insolvency, bankruptcy, receivership, or reorganization act or law and same is not vacated or dismissed within sixty (60) days.

12.1.2 Then, at the election of County:

- 12.1.2.1 County may accelerate all rent payments due hereunder which shall then become immediately due and payable.
- 12.1.2.2 County may terminate this Agreement, in which event Airline immediately shall surrender the Exclusive Use Space and Joint Use Space ("Premises") to County, and if Airline fails so to do, County may, without prejudice to any other remedy which it may have for possession, or arrearages in rent, enter upon and take possession of the Premises and expel or remove Airline and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim of damages therefor, and Airline agrees to pay to County on demand the amount of all loss and damage which County may suffer by reason of such termination, whether through inability to relet the Premises on

satisfactory terms or otherwise.

- 12.1.2.3 County may enter upon and take possession of the Premises and expel or remove Airline and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and relet the premises for such terms ending before, on or after the expiration date of the Agreement Term, at such rentals and upon such other conditions (including concessions and prior occupancy periods) as County in its sole discretion may determine, and receive the rent therefor; and Airline agrees to pay to County on demand any deficiency that may arise by reason of such reletting. County shall use reasonable efforts to mitigate its damages by reletting the Premises. In the event County is successful in reletting the Premises at a rental in excess of that agreed to be paid by Airline pursuant to the terms of this Agreement, County and Airline each mutually agree that Airline shall not be entitled, under any circumstances, to such excess rental, and Airline does hereby specifically waive any claim to such excess rental.
- 12.1.2.4 County may enter upon the Premises, without being liable for prosecution of any claim for damages therefor, and do whatever Airline is obligated to do under the terms of this Agreement; and Airline agrees to reimburse County on demand for any expenses which County may incur in thus effecting compliance with Airline's obligations under this Agreement, and Airline further agrees that County shall not be liable for any damages resulting to the Airline from such action, whether caused by the negligence of County or otherwise.
- 12.1.2.5 Whether or not County retakes possession or relets the Premises, County shall have the right to recover unpaid rent and all damages caused by Airline's default, including attorney fees. Damages shall include, without limitation: All rentals lost, all legal expenses and other related costs incurred by County following Airline's default, all costs incurred by County in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for reletting, all costs (including without limitation any brokerage commissions and the value of County's time) incurred by County, plus interest thereon from the date of expenditure until fully repaid at the rate of eighteen percent (18%) per annum.
- 12.1.2.6 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to County hereunder or of any damages accruing to County by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by County or its agents during the

Agreement Term hereby granted shall be deemed a termination of this Agreement or an acceptance of the surrender of the Premises, and no agreement to terminate this Agreement or accept a surrender of the Premises shall be valid unless in writing signed by County. No waiver by County of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. County's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless County so notifies Airline in writing. Forbearance by County to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of County's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Airline in Airline's obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for County to employ or consult with an attorney concerning or to enforce or defend any of County's rights or remedies hereunder, Airline agrees to pay any reasonable attorneys' fees so incurred.

- 12.1.3 County shall have all additional rights and remedies as may be provided to landlords by Wisconsin state law.

Section 12.2 Events Permitting Termination of Agreement by Airline

- 12.2.1 Airline may terminate this Agreement and all of its future obligations hereunder at any time that Airline is not in default in its payments or other obligations to County hereunder, by giving the Director thirty (30) days advance written notice if:
 - 12.2.1.1 County is in default of any material provision of this Agreement; or
 - 12.2.1.2 Airline becomes subject to any order, rule or regulation of any Federal or State agency or to a court order which prevents or substantially prevents Airline's use of the Airport for more than ninety (90) days following written notice by Airline to the Director.
- 12.2.2 With respect to Section 12.2.1.1, Airline termination shall not be effective unless and until at least thirty (30) days have elapsed after written notice to County specifying the date upon which such termination shall take effect and the reason for such termination. County may cure the cause of such termination within said (30) day period, or such longer time as the parties may agree thereto. If County so cures, Airline's right to terminate ceases for that particular instance or situation, and the Agreement shall continue in full force and effect.

Section 12.3 Events Permitting Termination of Agreement by County

County, at its option, may declare this Agreement terminated on the happening of any one or more of the following events, and may exercise all rights of entry and reentry of Airline's Exclusive Use Space:

- 12.3.1 If Airline has failed to cure a default in the Agreement after notice required in Section 12.1 hereinabove;
- 12.3.2 If any act occurs that deprives Airline of the rights, power and privileges necessary for the proper conduct and operation of its Air Transportation business for a period lasting more than thirty (30) days;
- 12.3.3 In the event Airline fails to provide scheduled Air Transportation service for a period of thirty (30) days (except for events of Force Majeure) or to pay rentals and fees when due, County may cancel this Agreement on fifteen (15) days written notice. However, if Airline cures the breach within this fifteen (15) day period, the Agreement shall continue in full force and effect;
- 12.3.4 Upon or after any one of the following events:
 - A. The filing by Airline of a voluntary petition in bankruptcy;
 - B. The institution of proceedings in bankruptcy against Airline and the adjudication of Airline as bankrupt pursuant to such proceedings;
 - C. The taking by a court of jurisdiction of Airline and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act;
 - D. The filing of a lien against the Premises resulting from any act or omission of Airline which is not discharged or contested in good faith as determined by the County by proper legal proceedings within fifteen (15) days of receipt of actual notice by Airline, unless Airline posts a bond within this time period equal to the amount of the lien;
 - E. The voluntary abandonment by Airline of its operations at the Airport for a period of thirty (30) days or more;
 - F. The appointment of a receiver of Airline's assets, or any general assignment for the benefit to Airline's creditors;
 - G. The divestiture of Airline's estate herein by other operation of law;
 - H. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Airline,

for a period of at least sixty (60) days, from its Airport operation;

- I. Airline willfully falsifies any of its records or figures so as to deprive the County of any of its rights under the terms of this Agreement; or
- J. The material default by Airline in the performance of any agreement required herein, and Airline's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a shorter time is specified in this Agreement; provided, however, that if such default is susceptible of being cured but cannot by its nature be cured within thirty (30) days as is necessary to cure such material default so long as Airline has promptly commenced and is diligently prosecuting such cure. Notwithstanding the foregoing, no notice of cancellation, as above provided, shall be of any force or effect if Airline shall have remedied the default prior to receipt of the Airport Director's notice of cancellation.
- K. County shall not be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not within its control.

Section 12.4 Possession by County

- 12.4.1 In any of the aforesaid events, County may take possession of the Airline Premises upon thirty (30) days notice and remove Airline's effects, without being deemed to have trespassed. On said default, all rights of Airline shall be forfeited, provided County shall have and reserve all of its available remedies at law as a result of said breach of this Agreement.
- 12.4.2 Failure of County to declare this Agreement terminated on default of Airline for any of the reasons set forth herein shall not operate to bar, destroy or waive the right of County to cancel this Agreement by reason of any subsequent violation of the terms hereof.

No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by County or Airline of any default by the other in the performance of any of the terms, covenants, or conditions hereof to be performed, kept and observed by it. No express waiver by County or Airline shall be construed to be or act as a waiver of any subsequent default by the other in the performance of any of the terms, covenants and agreements hereof to be performed, kept, and observed by it.

**ARTICLE 13
ASSIGNMENT, SUBLETTING, MERGER AND BANKRUPTCY**

Section 13.1 Assignment and Subletting

Airline shall not assign this Agreement, or any part hereof in any manner whatsoever or sublet the Airline Premises or any part thereof or any of the privileges recited herein without the prior written consent of the Director. However, Airline shall have the right to assign all or any part of its rights and interests under this Agreement to an Affiliate of the Airline or any successor to its business through merger, consolidation, voluntary sale or transfer of substantially all of its assets, and the consent of County thereto shall not be required; provided, however, due written notice of any such assignment shall be given to the Director.

Section 13.2 Non-Waiver of Responsibility

No assignment, transfer, conveyance, sublease or granting a nonexclusive license by Airline shall relieve Airline of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of the Director to such relief.

Section 13.3 Relinquishment of Space

If Airline desires to relinquish any of its Exclusive Use Space or any rights to Joint Use Space, Airline may notify the Director of the space available, and the Director shall use a best effort to reassign the space to another Airline. No reassignment by the Director, nor any assignment, transfer, conveyance or sublease by Airline shall relieve Airline of its primary responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent by the Director to such relief.

Section 13.4 Ground Handling Agreements

In the event Airline agrees to ground handle any portion of the operations of another Air Transportation provider, other than an Affiliate of the Airline, Airline shall provide the Director advance written notice of such proposed activities, including a description of the type and extent of services to be provided.

Section 13.5 Bankruptcy

Notwithstanding Section 13.1, to the extent permitted by applicable laws, any party to this Agreement which seeks protection under the Bankruptcy Code, or is currently operating under the protection of the Bankruptcy Code, herein called "Debtor", shall be prohibited from conveying its interest under this Agreement to any other entity without written authorization of

County. In the event that such a Debtor intends to assume the Agreement, or assume and assign the Agreement pursuant to 11 U.S.C. § 365, the Debtor shall be required to immediately cure any and all defaults and provide adequate assurance of future performance under the Agreement which shall include, but not be limited to:

- 13.5.1 Adequate assurance of the reliability of the proposed source for the rentals, fees and charges due under this Agreement on the assumption or assignment of this Agreement;
- 13.5.2 Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement;
- 13.5.3 The procurement of a bond from a financially reputable surety covering any costs or damages incurred by County in the event that County, within one (1) year following the assumption or assignment of this Agreement, becomes entitled to, and exercises, any right to reassign the Airline Premises to another Air Transportation company because Debtor defaults on its assumption of this Agreement or Debtor's assignee defaults on its assignment of this Agreement from Debtor;

Section 13.6 Consent

Consent by the Director to any type of transfer provided for by this Article 13 shall not in any way be construed to relieve Airline from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

**ARTICLE 14
GENERAL PROVISIONS**

Section 14.1 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

Section 14.2 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Wisconsin.

Section 14.3 Severability

If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

Section 14.4 Quiet Enjoyment

Airline shall, upon payment of the rentals and fees herein required, and subject to performance and compliance by Airline of the covenants, conditions and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities as granted hereby and by the Rules and Regulations.

Section 14.5 Taxes

14.5.1 Airline shall pay, but such payment shall not be considered part of Airport Revenues, all taxes (including any possessory interest tax), assessments and charges of a like nature, if any, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment or charge by the Federal government, the State of Wisconsin, the County of Outagamie, any municipal corporation, any local government entity, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the space leased under this Agreement (including Airline's pro rata share for any taxes, assessments or charges imposed upon Joint Use Space) or such facilities of

the Airport as are made available for use by Airline hereunder, or upon or in respect to any personal property belonging to Airline situated on the space leased under this Agreement. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof.

- 14.5.2 Airline may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the space leased under this Agreement as taxable or assessable property, directly against the taxing or assessing authority. Airline shall indemnify County from all taxes, penalties, costs, expenses and attorneys fees incurred by County resulting directly or indirectly from all such tax contests except where Airline prevails in contesting a tax assessed by the County.
- 14.5.3 On any termination of this Agreement, all lawful taxes then levied or a lien upon any such property or taxable interest therein shall be paid in full by Airline forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

Section 14.6 Liens

- 14.6.1 Airline shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon Exclusive or Joint Use Space or arising out of or because of the performance of any work or labor by or for it or them at said premises.
- 14.6.2 Notwithstanding the foregoing provision of this Section 14.6, Airline may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay. In the event a lien is filed as a result of Airline's nonpayment, Airline shall, within ten (10) days after the filing, secure the removal of the lien or deposit with County cash or sufficient corporate surety bond or other security satisfactory to County in an amount equaling 150% of the total lien amount. Within one (1) year after providing County with security for the lien, unless Airline is continuing to contest the lien, Airline shall, upon County's written request, secure the removal of the lien. Should Airline fail to remove the lien within the one (1) year period, Airline acknowledges and agrees that County in its sole unfettered discretion may secure the removal of the lien and apply the security provided by Airline to the costs of discharging the lien, including County's administrative costs and attorney fees. In the event County has accepted a cash deposit as satisfactory security under this Section 14.6, County shall distribute to Airline any portion of the deposit remaining after full payment of all such costs relating to the discharge of the lien has been made. In the event a mechanic's lien is asserted or filed against the leased premises for improvements made by Airline, Airline shall hold County harmless from such claim, including the cost of defense.

Section 14.7 Obtaining Federal and State Funds

County shall use its best efforts to obtain appropriate grants from State or Federal agencies or other sources, when consistent with prudent management of the Airport.

Section 14.8 Subordination to Agreements with the U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between County and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Airline agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be required to enable County to obtain such grant of funds. If any such amendment, modification, revision supplement or deletion is materially and substantially adverse to Airline, Airline shall have the right to terminate this Agreement upon written notice to County.

Section 14.9 Subordination to Financing Obligations

This Agreement and all rights of Airline hereunder are subordinated and subject to the lien and provisions of any pledge, assignment or security interest made or granted by County to secure any obligations authorized by law to be issued for the development, operation or improvement of the Airport and not inconsistent with the terms of this Agreement. County and Airline agree that holders of such obligations, and any trustee acting on behalf of such holders, shall possess, enjoy and may exercise all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Airline and County with the terms and provisions of any covenant contained in an ordinance, resolution or other instrument relating to such obligations. Airline shall not take any action or suffer to take any action that Airline reasonably should have known would adversely affect the tax-exempt status of any obligation issued by County in connection with the Airport.

Section 14.10 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 14.11 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Section 14.12 Non-Waiver of Rights

No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Section 14.13 Force Majeure

14.13.1 In the event of either party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder then on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. In the event either party hereto has with its employees what is commonly known as a labor dispute, each party does hereby reserve unto itself the right to handle said dispute in its own fashion and as it shall, in its uncontrolled discretion, deem best and without interference from the other party.

14.13.2 The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the control of the party claiming a suspension, which by the exercise of due diligence such party shall not have been able to avoid or overcome.

Section 14.14 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions

hereof or the interpretation or construction thereof.

Section 14.15 Nonexclusive Rights

It is understood and agreed that nothing herein contained shall be construed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of this Agreement.

Section 14.16 Inspection of Books and Records

Each party hereto, at its expense and on reasonable notice, shall have the right from time-to-time to inspect the books, records and other data of the other party relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. Each party shall retain all such records for a period of at least three (3) years, or as required by the FAA, Transportation Security Administration or other federal agency having jurisdiction over the airlines. On at least thirty (30) days prior written notice, Airline agrees to make any records required hereunder available to County at Airline's offices at the Airport.

Section 14.17 Generally Accepted Accounting Principles

Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles, except as specifically provided to the contrary in this Agreement.

Section 14.18 Remedies are Cumulative/Consent and Approval

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. Whenever consent, permission or prior written approval is required by either County or Airline, such consent, permission or prior written approval is not to be unreasonably withheld or delayed.

Section 14.19 Amendments

This Agreement may be amended in whole or in part without further consideration upon mutual written consent of County and Airline.

Section 14.20 Vending Machines

Airline shall ensure that no amusement, vending or self-ticketing machines, public pay telephones or other machines operated by coins, tokens or credit cards are installed or maintained in or at Airline's Exclusive Use Space or Joint Use Space except with the prior written permission of the Director.

Section 14.21 Public Address System

Airline agrees that its use of County's public address system will be non-promotional. Airline shall not install, cause to be installed or use any other public address system in the terminal building without the prior written approval of the Director.

Section 14.22 Employees of Airline

Airline shall require all of its employees, subcontractors or independent contractors hired by Airline working in view of the public and about the terminal building area to wear clean and neat attire and to display appropriate identification.

Section 14.23 Removal of Disabled Aircraft

Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons and gate positions) and place any such disabled aircraft in such storage areas as may be designated by the Director (or, in Airline's discretion, to an off-Airport location). Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by County. If Airline fails to remove any of its disabled aircraft promptly, the Director may, after informing Airline of his intent to do so, but shall not be obligated to, cause the removal of such disabled aircraft; provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse County for all costs of such removal, and Airline further hereby releases County from any and all claims for damage, except as the result of negligent or willful misconduct, to the disabled aircraft or otherwise arising from or in any way connected with such removal by County.

Section 14.24 Licenses, Fees and Permits

Airline shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Section 14.25 National Emergency

This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 14.26 Time is of the Essence

Time is of the essence in this Agreement.

Section 14.27 Employee Parking

In addition to the two employee parking spaces being provided at no charge to the Airline in close proximity to the Airport Terminal, the County shall provide and Airline shall have the right to the use of other vehicle parking facilities, for its employees employed at the Airport. Such facilities shall be located in an area designated by the County. County reserves the right to charge Airline and/or its employees reasonable fees, for use of such facilities and to regulate such use.

Section 14.28 Notices

14.28.1 Notices to County provided for herein shall be sufficient if sent by first class mail and certified mail, return receipt requested, postage prepaid, addressed to: County of Outagamie, Appleton International Airport, W6390 Challenger Drive, Suite 201, Appleton, Wisconsin 54914. Notices to County shall also be considered sufficient if sent by tested or otherwise authenticated email to the Airport Director and County Clerk or by recognized overnight courier service, and notices to Airline, if sent by first class mail and certified mail, return receipt requested, postage prepaid, addressed to:

Sun Country Inc.
2005 Cargo Road
Minneapolis, MN 55450
Attn: Sr. Director Airport Affairs
CC: General Counsel legal@suncountry.com

or to such other addresses as the parties may designate to each other in writing from time to time. Notices to Airline shall also be considered sufficient if sent by tested or otherwise authenticated email to legal@suncountry.com or by a recognized overnight courier service.

14.28.2 All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been received (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by email upon written confirmation (other than the automatic confirmation that is received from the recipient's email server) of receipt by the recipient of such notice.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have signed the Airline Operating Agreement and Terminal Building Lease the day and year first written above.

AIRLINE: SUN COUNTRY, INC.

COUNTY OF OUTAGAMIE:

By: Joseph W. Taney
Joseph W. Taney (Oct 30, 2025 14:55 -14:00)

By: _____

Title: VP Ground Operations Sun Country

Title: County Executive

Date: Oct 30, 2025

Date: _____

Approved as to Form:

By: _____
Board Chairperson

By: _____
Corporation Counsel

By: _____
County Clerk

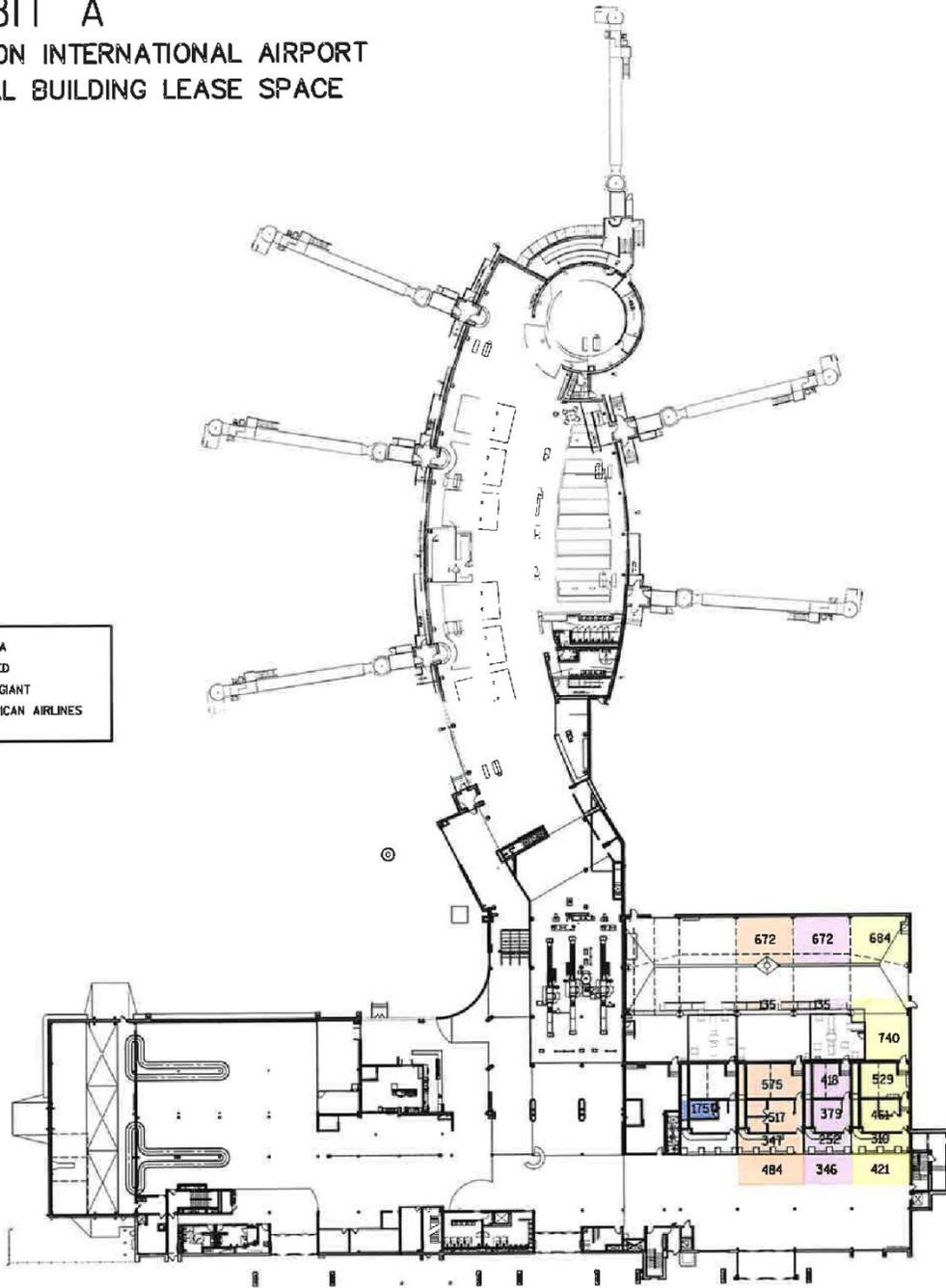
EXHIBIT A
APPLETON INTERNATIONAL AIRPORT
TERMINAL BUILDING LEASE SPACE

PLOT BY : MIKE FLEST

PLOT DATE : 2015-01-07

FILE NAME : F:\TRAVEL\AIRPORTS\AIR\LEASES\TERMINAL\2017 - EXHIBIT A - AIR CARRIER.ATW

	DELTA
	UNITED
	ALLEGiant
	AMERICAN AIRLINES

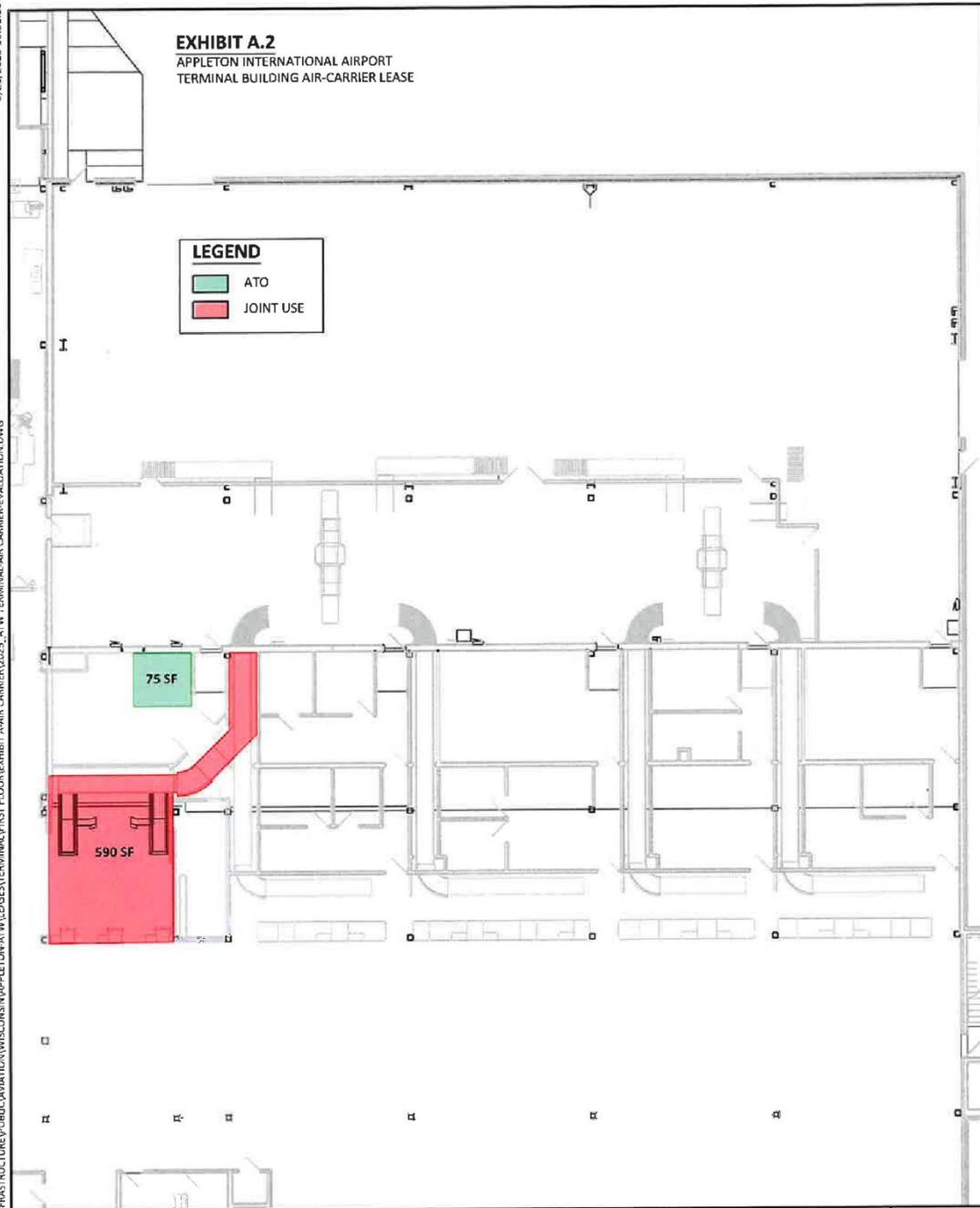


	DRAWN : MEF	SCALE : AS SHOWN
	REVIEWED :	PROJ. : E2173A15
	APPROVED :	FILE : 2017 EXH A
	DATE : 12/08/17	SHEET
ONE SYSTEMS DRIVE, APPLETON, WI 54914-1854 PHONE: (920) 735-9500 FAX: (920) 430-5100		of
REV.	DATE	APPRO DESCRIPTION

APPLETON INTERNATIONAL AIRPORT
 APPLETON, WISCONSIN

EXHIBIT A
TERMINAL BUILDING
LEASE SPACE

8/21/2025 10:32:30 AM



FILE NAME: I:\INFRASTRUCTURE\PUBLIC\AVIATION\WISCONSIN\APPLETON\ATW\LEASES\TERMINAL\FIRST FLOOR\EXHIBIT A-AIR CARRIER 2025_ATW_TERMINAL AIR CARRIER EVALUATION.DWG

PROJECT NO: XXXXXXXX
DRAWN BY: MEFUERST
DATE: 8/21/2025
SHEET: 1 OF 1

EXHIBIT A.2
TERMINAL BUILDING AIR-CARRIER LEASE
APPLETON INTERNATIONAL AIRPORT

Westwood
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE: (920) 735-6900
FAX: (920) 830-6100

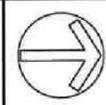
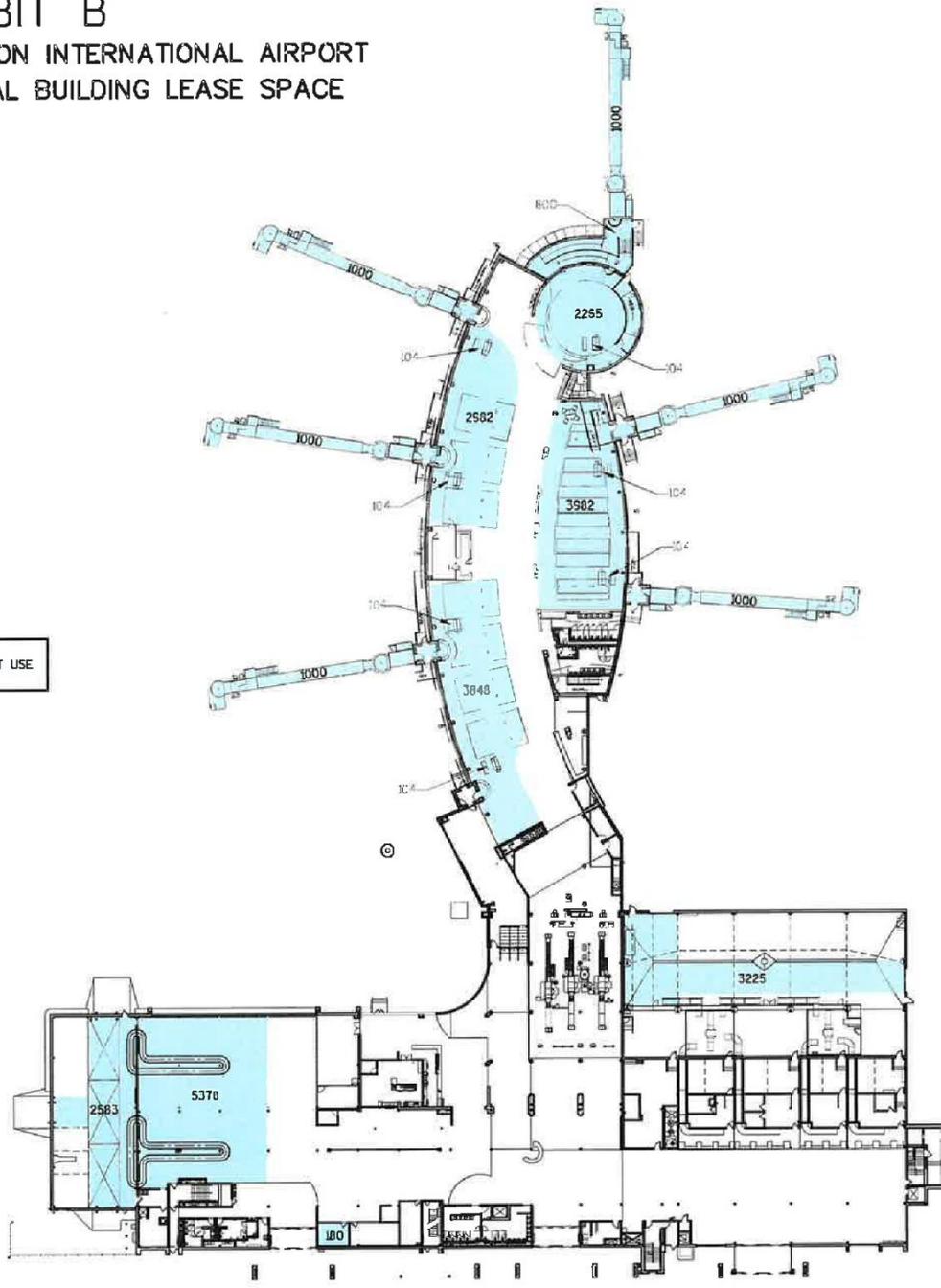


EXHIBIT B
APPLETON INTERNATIONAL AIRPORT
TERMINAL BUILDING LEASE SPACE



JOINT USE

PLOT BY : MARK FIBRESI
 PLOT DATE : 2018-09-07
 FILE NAME : F:\AIRPORTS\ATW\Leases\Terminal\2017 - EXHIBIT B -JOINT SPACE ATW

	DRAWN : MEJ	SCALE : AS SHOWN
	REVIEWED : _____	PROJ. : E7173A15
	APPROVED : _____	FILE : 2017 EXH B
	DATE : 12/03/17	SHEET
ONE SYSTEMS DRIVE APPLETON, WI 54914-1654 PHONE: (920) 735-8500 FAX: (920) 830-8100		of _____
REV.	DATE	APPRO
		DESCRIPTION

APPLETON INTERNATIONAL AIRPORT
 APPLETON, WISCONSIN

EXHIBIT B
TERMINAL BUILDING
LEASE SPACE

EXHIBIT C - CALCULATION OF RATES & CHARGES
APPLETON INTERNATIONAL AIRPORT (ATW)
 Outagamie County, Wisconsin

ATW_R&C.xls

Table 1

2018 BUDGETED OPERATIONS & MAINTENANCE EXPENSES
 With Indirect Expenses Allocated to Direct Cost Centers

27-Dec-17

Actual O&M Expenses	Direct Cost Centers					Indirect Cost Centers				Total
	Airfield	Terminal	Aeronautical Other	Non-Aero Other	Subtotal	Admin	ARFF	Security		
Salaries	\$ 430,542	\$ 430,542	\$ 78,280	\$ 26,093	\$ 965,458	\$ 273,981	\$ 39,140	\$ 26,093	\$ 1,304,673	
Fringe Benefits	177,846	177,846	32,336	10,779	398,805	113,174	16,168	10,779	538,926	
Travel/Training	-	-	-	-	-	66,600	-	-	66,600	
Supplies	254,600	173,050	32,900	24,000	484,550	-	33,500	-	518,050	
Purchased Services	278,227	1,281,613	1,253,368	349,160	3,162,368	146,031	693,632	184,926	4,186,957	
Operations & Maintenance Expenses Before Debt Service & Depreciation	\$ 1,141,215	\$ 2,063,051	\$ 1,396,884	\$ 410,032	\$ 5,011,181	\$ 599,787	\$ 782,440	\$ 221,798	\$ 6,615,208	
Depreciation of Airport Funded Assets	\$ 139,097	\$ 156,864	\$ 631,925	\$ 175,900	\$ 1,103,786	\$ -	\$ 13,130	\$ 20,292	\$ 1,137,207	
Minor Capital Outlays < \$50,000	100,000	157,000	900,000	49,000	1,206,000	-	28,000	-	1,234,000	
Less TSA Security Expense Reimbursement	-	-	-	-	-	-	-	(116,800)	(116,800)	
Less Sources not Related to Passengers	-	(455,483)	-	-	(455,483)	-	-	-	(455,483)	
Debt Service:										
GO Bonds - 2010 - Mid Cabin Hangar	-	-	167,550	-	167,550	-	-	-	167,550	
GO Bonds - 2013 - Bemis Corporate Hangar	-	-	132,405	-	132,405	-	-	-	132,405	
GO Taxable Bonds - FBO/GA Terminal	-	-	219,013	-	219,013	-	-	-	219,013	
Fedex Building	-	-	159,000	-	159,000	-	-	-	159,000	
Total Expenses	\$ 1,380,312	\$ 1,921,431	\$ 3,606,777	\$ 634,931	\$ 7,543,452	\$ 599,787	\$ 823,570	\$ 125,290	\$ 9,092,098	
Allocation Percentages for Administration Indirect Cost Center Expenses	22.8%	41.2%	27.9%	8.2%	100.0%					
Allocation of Administration Expenses	136,592	246,926	167,193	49,077	599,787	(599,787)			-	
Allocation Percentages for ARFF Indirect Cost Center Expenses	93.0%	5.0%	2.0%	0.0%	100.0%					
Allocation of ARFF Expenses	765,920	41,178	16,471	-	823,570		(823,570)		-	
Allocation Percentages for Security Indirect Cost Center Expenses	5.0%	93.0%	2.0%	0.0%	100.0%					
Allocation of Security Expenses	6,264	116,520	2,506	-	125,290			(125,290)	-	
Total Allocated Expenses	\$ 2,289,088	\$ 2,326,056	\$ 3,792,947	\$ 684,008	\$ 9,092,098	\$ -	\$ -	\$ -	\$ 9,092,098	

EXHIBIT C - CALCULATION OF RATES & CHARGES
APPLETON INTERNATIONAL AIRPORT (ATW)
 Outagamie County, Wisconsin

ATW_R&C.xls

Table 2

2018 Estimated Terminal Building Space

27-Dec-17

Terminal Space (Sq Ft)	Ticket Counter	Queing	ATO	Total
Airline Exclusive Use Leased Space:				
Delta Air Lines	310	421	2,414	3,145
United Airlines	347	484	1,899	2,730
American Airlines	252	346	1,604	2,202
Allegiant Air			175	175
Total Airline Exclusive Use Leased Space	909	1,251	6,092	8,252
Airline Preferential/Joint Use Leased Space:				
Airline Baggage Office				180
Holdrooms & Loading Bridges				20,605
Airline Outbound Baggage Handling				3,225
Baggage Claim				7,961
Total Preferential/Joint Use Leased Space				31,971
Total Airline Leased Space				40,223
Unleased Airline Space:				
Vacant Back ATO Offices				1,624
Vacant Counter				296
Vacant Queing				410
Total Unleased Airline Space				2,330
Non-Airline Rentable/Admin Space:				
Concessions				5,226
Transportation Security Administration				2,566
Airport Business Lounge				348
Airport Administration				4,245
Total Non-Airline Rentable/Admin Space				12,385

EXHIBIT C - CALCULATION OF RATES & CHARGES
APPLETON INTERNATIONAL AIRPORT (ATW)
 Outagamie County, Wisconsin

ATW_R&C.xls

Table 3

Calculation of Terminal Building Airline Rental Rates for 2018

27-Dec-17

Terminal Building Airline Leased Space (Sq Ft):

Airline Exclusive Use Space	8,252
Airline Preferential/Joint Use Space (Sq Ft):	
- Airline Baggage Office	180
- Holdrooms & Loading Bridges	20,605
- Airline Outbound Baggage Handling	3,225
- Baggage Claim	7,961
Total Preferential/Joint Use Space	31,971
Total Airline Leased Space (Sq Ft)	40,223

Airline Terminal Building Requirement

Budgeted Terminal Building Operations & Maintenance Expenses and Other Allocated Costs (Reference Table 1)	\$2,326,055
Total Requirement Before Space Allocation	\$2,326,055

Rentable Space:

- Airline Preference and Joint Use Space	40,223
- Unleased Airline Space	2,330
- Concessions	5,226
- Transportation Security Administration	2,566
- Airport Business Lounge	348
- Airport Administration	4,245
Total Rentable Space (Sq Ft)	54,938

Percent of Airline Space 73.2%

Terminal Building Rental Requirement \$1,703,028

Airline Rented Space (Sq Ft) 40,223

Full Cost Recovery Compensatory Rental Rate Per Sq Ft Per Year \$42.34

Less Airport Terminal Rent Subsidy for 2018 (20.0%) (8.47)

Airport Subsidized Rental Rate Per Square Foot Per Year for 2018 \$33.87

Airline Terminal Building Rent

Airline Exclusive Use Space Rent	279,495
Airline Preferential/Joint Use Space Rent:	1,082,858
Total Airline Terminal Building Rent	\$1,362,353

EXHIBIT C - CALCULATION OF RATES & CHARGES
APPLETON INTERNATIONAL AIRPORT (ATW)
Outagamie County, Wisconsin

ATW_R&C.xls

Table 4

2018 Estimated Air Carrier Landed Weight

27-Dec-17

Signatory Air Carrier Landed Weight:	<u>(1,000 lb units)</u>
Delta Air Lines	201,777
United Airlines	58,821
American Airlines	29,411
Allegiant Air	59,270
FedEx	<u>123,686</u>
Total Projected Air Carrier Landed Weight	<u><u>472,965</u></u>

EXHIBIT C - CALCULATION OF RATES & CHARGES
APPLETON INTERNATIONAL AIRPORT (ATW)
 Outagamie County, Wisconsin

ATW_R&C.xls

Table 5

Calculation of Airline Landing Fees for 2018

27-Dec-17

Airline Landing Fee Requirement

Budgeted Operations & Maintenance Expenses and Other Allocated Costs (Reference Table 1):	\$2,289,088
Less Airfield Non-Airline Revenues:	
Fuel Flowage Fees	(55,000)
Charter and Miscellaneous Landing Fees	(4,500)
Miscellaneous Reimbursements	(5,000)
	<hr/>
Landing Fee Requirement	\$2,224,588
Projected Air Carrier Landed Weight (1,000 lb. units):	
- Airline Landed Weight	472,965
	<hr/>
Total Air Carrier Landed Weight	472,965
Full Cost Recovery Residual Landing Fee Per 1,000 Pounds of Landed Weight	\$4.70
Less Airport Landing Fee Subsidy for 2018 (72.4%)	<hr/> -\$3.41
Airport Subsidized Landing Fee Per 1,000 Pounds of Landed Weight for 2018	<hr/> <u>\$1.30</u>
<u>Actual Landing Fees</u>	
Airline Landing Fees	\$614,855
	<hr/>
Total Projected Landing Fees	<hr/> <u>\$614,855</u>

EXHIBIT C - CALCULATION OF RATES & CHARGES

APPLETON INTERNATIONAL AIRPORT (ATW)
Outagamie County, Wisconsin

ATW_R&C.xls

Table 6

Calculation of Per Use/Operation Rate for 2018

19-Mar-18

	Ticket Counter & Queing	Holdroom & Gate	Baggage Belt/ Make Up Area	Baggage Handling Spaces	Total
Per Use Requirements					
Average Space (sq ft) per	700	3,400	140		
Terminal Rental Rate	\$ 33.87	\$ 33.87	\$ 33.87		
Average Annual Rental Rate	\$ 23,709.00	\$ 115,158.00	\$ 4,741.80		
Per Use Units					
Assumed Turns per Gate per Day	3	3	3		
x 365 days	365	365	365		
Annual Uses	1,095	1,095	1,095		
Ticketing / Holdroom Cost per Use	\$ 21.65	\$ 105.17	\$ 4.33		
Baggage Handling Spaces (sq ft)				11,366	
Terminal Rental Rate				\$ 33.87	
Annual Rental Rate				\$ 384,966.42	
Estimate Annual Enplanements				301,694	
Cost per Passenger				\$ 1.28	
Estimated Per Use Enplanements				120	
Baggage Handling Spaces Cost per Use				\$ 153.60	
Total Per Use/Operation Rate	\$ 21.65	\$ 105.17	\$ 4.33	\$ 153.60	\$ 284.75

Baggage Handling Spaces:

Baggage Claim	7961
Airline Outbound Baggage Handling	3225
Airline Baggage Office	180
Total Joint Use Baggage Handling Spaces	11,366

EXHIBIT D
AIRLINE AND AFFILIATE INSURANCE REQUIREMENTS

A. Airline Liability Insurance and Comprehensive General Liability Insurance

Insurance limits of liability for Airline and each of its individual Affiliates shall be determined by the capacity in passenger seats of the largest aircraft in Airline's and its Affiliate's fleet as follows:

1. Not less than five hundred million dollars (\$500,000,000) per occurrence for airlines operating aircraft of one hundred (100) seats or more;
2. Not less than one hundred million dollars (\$100,000,000) per occurrence for airlines operating aircraft of between sixty (60) and ninety-nine (99) seats;
3. Not less than one hundred million dollars (\$100,000,000) per occurrence for airlines operating aircraft of between twenty (20) and fifty-nine (59) seats;
4. Not less than fifty million dollars (\$50,000,000) per occurrence for airlines operating aircraft of nineteen (19) or fewer seats;

An aggregate sublimit of twenty-five million dollars (\$25,000,000) is allowed for all of the levels stated above for personal injury to non-passengers.

B. Hangar Keepers Liability Insurance (If Applicable)

Hangar keepers liability insurance in an amount adequate to cover any non-owned property in the care, custody and control of Airline or any of its individual Affiliates on the Airport, but in any event in an amount not less than fifty million dollars (\$50,000,000).

C. Automobile Liability Insurance

Automobile liability insurance in an amount adequate to cover automobile insurance while on Airport premises in an amount not less than ten million dollars (\$10,000,000) per person per occurrence. Automobile liability insurance in an amount adequate to cover automobile insurance for vehicles licensed for road use in an amount not less than five million dollars (\$5,000,000) combined single limit per person per occurrence.

D. Workers' Compensation and Employer's Liability Insurance

1. Workers' Compensation - Wisconsin state statutory requirements
2. Employer's Liability - coverage in amounts not less than one million dollars \$1,000,000 per accident and one million dollars \$1,000,000 for disease per each employee with a policy limit of one million dollars \$1,000,000.

ATW new operating agreement

Final Audit Report

2025-10-30

Created:	2025-10-30
By:	Charles Breer (charles.breer@suncountry.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8N7rJEGnnVa7bcc7c3sJskugJQ1mQ0Ar

"ATW new operating agreement" History

-  Document created by Charles Breer (charles.breer@suncountry.com)
2025-10-30 - 6:34:39 PM GMT - IP address: 45.59.148.3
-  Document emailed to joseph.taney@suncountry.com for signature
2025-10-30 - 6:36:29 PM GMT
-  Email viewed by joseph.taney@suncountry.com
2025-10-30 - 7:57:27 PM GMT - IP address: 104.47.58.254
-  Signer joseph.taney@suncountry.com entered name at signing as Joseph W. Taney
2025-10-30 - 7:58:22 PM GMT - IP address: 45.59.148.3
-  Document e-signed by Joseph W. Taney (joseph.taney@suncountry.com)
Signature Date: 2025-10-30 - 7:58:24 PM GMT - Time Source: server - IP address: 45.59.148.3
-  Agreement completed.
2025-10-30 - 7:58:24 PM GMT

RESOLUTION NO.: 128—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Each year the Outagamie County Department of Health and Human Services
2 budget requires a number of budgetary transfers to account for actual financial
3 activity.
4

5 This resolution authorizes transferring funds approved in the 2025 adopted budget
6 to line items and cost centers where changes in activity occurred during 2025. No
7 additional county funding is requested, as the net adjustment is budget neutral.
8

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

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
12 approve of various budget transfers and alterations to the 2025 Health and Human Services budget
13 as noted on the attached fiscal note and Outagamie County Department of Human Services 2025
14 Budget Transfers worksheet, which by reference are made a part hereof, and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
16 copy of this resolution to the Outagamie County Health and Human Services Director and the
17 Outagamie County Finance Director.

18 Dated this ____ day of December 2025

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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

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Fiscal Year 2025 Health and Human Services Department Year End Budget Adjustments

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

Refer to the attached PDF for explanations of FY2025 Budget Adjustments

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no ()
- 6. Does this request modify/adjust the current year budget? yes () no ()
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

<u>COST CENTER NAME</u>	<u>LINE ITEM</u> <small>(i.e. Salaries, Supplies, Etc)</small>	<u>ACCOUNT NUMBER INCLUDING COST CENTER</u> <small>(i.e. 1004100.5100, 1004100.5400, etc.)</small>	<u>INCREASE (DECREASE) AMOUNT</u>
Refer to attached PDF for budget entries			

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \$0.00
Annual Revenue _____

Fiscal Note Prepared by: Betty Gehring, HHS Finance Manager

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 11/19/2025	
Comments:	

Outagamie County Department of Human Services
2025 Budget Transfers

Cost Center Name	Account Category	Account Title	Account Number	Debit (Credit)	(Debit) Credit	Explanation
				Expenditure Increase (Decrease) Amount	Revenue Increase (Decrease) Amount	
Community Health	Allocated Applied Credit	Allocated Applied Credit	2061010.5962	\$ 120,288		Expense higher than expected due to a decrease in the allocation of Community Specialist
PH Nursing	Travel	Travel	2061015.5300	\$ (5,812)		Expenses lower than anticipated due to Mileage and Meals/Lodging
PH Nursing	Supplies	Supplies	2061015.5400	\$ 18,484		Expenses higher than anticipated due to Medical Supplies and Maternal Child/Health
PH Nursing	Purchased Service	Purchased Services	2061015.5500	\$ (17,605)		Expenses lower than anticipated due to STD Contract
WIC	Allocated Applied Credit	Allocated Applied Credit	2061020.5962	\$ 44,390		Expenses higher than anticipated due to vacant position not filled
C-Community Aids	Purchased Service	Purchased Services	2062520.5500	\$ (277,036)		Expenses lower than anticipated due to Foster care, Supervised Visits
Family Recovery Court	Purchased Service	Purchased Services	2062590.5500	\$ (182,531)		Expenses lower than anticipated due to partial year grant
Aging Services	Capital Outlay	Capital Outlay	2063005.6200	\$ (199,246)		Expenses lower than anticipated due to projected capital purchases
C-ALTS	Purchased Service	Purchased Services	2063590.5500	\$ (145,964)		Expenses lower than anticipated due to State Institutional Fees and AFSCP
E.S. Grants	Purchased Service	Purchased Services	2064020.5500	\$ 45,832		Expenses higher than anticipated due to Food Supplies for Families
Child Support	Purchased Service	Purchased Services	2064050.5500	\$ 44,774		Expense higher than anticipated due to temporary employment
Substance Use	Purchased Service	Purchased Services	2066560.5500	\$ 31,660		Expense higher than anticipated due to Room and Board Level 3 Services
C-Mental Health	Purchased Service	Purchased Services	2066580.5500	\$ (398,450)		Expenses lower than expected due to Residential Services
C-Youth Aids	Purchased Service	Purchased Services	2067540.5500	\$ 139,401		Expenses higher than expected due to Residential Care Centers and Corrections
Community Health	Intergovernmental Revenue	PH Infrastructure Grant	2061010.4205.05031		\$ (126,303)	Revenue lower than expected due to claiming grant funds in 2026
Community Health	Intergovernmental Revenue	AODA Block Grant #570	2061010.4205.05031		\$ (24,659)	Revenue lower than expected due to changed in funding claimed in 2026
Community Health	Intergovernmental Revenue	Overdose Fatality Review Grant	2061010.4230.20		\$ (25,000)	Revenue lower than expected due to grant not received in 2025
WIC	Intergovernmental Revenue	Women/Infants/Children-FNS	2061020.4220.03		\$ 48,648	Revenue higher than anticipated due to spend full grant
CYF Provided	Intergovernmental Revenue	Title IV-E Legal Services	2062040.4230.14		\$ (12,292)	Revenue lower than anticipated due to an increase in funds transferred to DA office
C-Community Aids	Intergovernmental Revenue	Kinship Care/Assessments	2062520.4205.94		\$ (133,127)	Revenue lower than anticipated due to lower expense
Family Recovery Court	Intergovernmental Revenue	Family Treatment Court Grant	2062590.4206.57		\$ (216,078)	Revenue lower than anticipated due to partial year grant
Aging Services	Intergovernmental Revenue	Trans-WI 85.21	2063005.4205.07		\$ (253,623)	Revenue lower than anticipated due to projected Transportation expenses
Nutrition Program	Intergovernmental Revenue	Title III-C-2	2063050.4205.05		\$ 67,606	Revenue higher than expected due to increase in expense
ADRC	Intergovernmental Revenue	MIPAA Grant	2063100.4206.59		\$ 13,920	Revenue higher than expected due to receive funding after 2025 budget completed
Economic Support Administration	Intergovernmental Revenue	Income Maintenance Overmatch	2064010.4210.01003		\$ 119,854	Revenue higher than anticipated due to increase in funding
Child Support	Intergovernmental Revenue	IV-D Costs	2064050.4205.96		\$ 101,609	Revenue higher than anticipated due to increase in funding
Management & Support	Intergovernmental Revenue	Title III-C-2	2065010.4205.05		\$ (51,124)	Revenue lower than expected due to unable to claim Admin Expense on Grant
Management & Support	Intergovernmental Revenue	Income Maintenance Overmatch	2065010.4210.01003		\$ (1,149)	Revenue lower than anticipated due to decrease in allocation
MH Provided	Charges for Services	WIMCR CCS Settlement	2066090.4410.72001		\$ (249,311)	Revenue lower than expected based on reduced expenses
Intoxicated Driver Program	Fees, Fines & Costs	IDP Fees	2066565.4310.6		\$ (43,203)	Revenue lower than anticipated due to scheduled IDP clients
YFS Provided	Intergovernmental Revenue	Youth Aids Allocation	2067040.4205.10		\$ (9,129)	Revenue lower than anticipated due to decrease in funding
YFS Provided	Intergovernmental Revenue	Community Intervention Program	2067040.4205.78		\$ (5,492)	Revenue lower than anticipated due to lower expense
YFS Provided	Fees, Fines & Costs	Supervision Fees	2067040.4315.51		\$ (8,465)	Revenue lower than anticipated due to decrease in collections
C-Youth Aids	Intergovernmental Revenue	Youth Aids Allocation	2067540.4205.10		\$ (15,347)	Revenue lower than anticipated due to decrease in funding
C-Youth Aids	Fees, Fines & Costs	Support Institutions	2067540.4315.43		\$ 40,850	Revenue higher than expected due to actual payments
	Grand Total			\$ (781,815)	\$ (781,815)	

RESOLUTION NO.: 129—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Land Conservation Department (LCD) received a Great
2 Lakes Restoration Initiative (GLRI) grant for the Wrightstown Steambank project.
3 This resolution approves corresponding budget adjustments. The proposed
4 adjustment is budget neutral with no county funding required.
5

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

8 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
9 approve of increasing the following TMDL Lower Fox (P&K) line items: Salaries by \$20,100;
10 Fringe Benefits by \$14,900; and decreasing Purchased Services by \$35,000 as noted on the
11 attached fiscal note which by reference is made a part hereof, and

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

15 Dated this ____ day of December 2025

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Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Wrightstown GLRI Budget Adjustment

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

Outagamie LCD has adjusted the Wrightstown GLRI grant budget we received and need to reflect these adjustments in the county budget to match. This proposed adjustment is budget neutral, requiring no county funding.

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

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
5. Is the proposal to accept additional revenues only? yes () no (X)
6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING	INCREASE
		COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
TMDL-Lower Fox (P&K)	Salaries	2090300.5100	20,100.00
TMDL-Lower Fox (P&K)	Fringe Benefits	2090300.5200	14,900.00
TMDL-Lower Fox (P&K)	Purchased Services	2090300.5500	(35,000.00)

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost N/A
Annual Revenue N/A

Fiscal Note Prepared by: Lori Hilson

For Financial Services purposes only	
Reviewed By: <i>Michelle Littenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 11/20/2025	
Comments:	

RESOLUTION NO.: 130—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Land Conservation Department (LCD) is requesting budget
2 adjustments to reflect the loss of federal grants that occurred in April, 2025, as well
3 as additional funds that were received in the moveable equipment category prior to
4 the loss of funds. Adjustments include decreases in revenue, salaries, fringe
5 benefits, travel/training, supplies, and purchased services, and an increase in capital
6 outlay. The proposed adjustment is budget neutral with no county funding required.
7

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

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
11 approve of decreasing the following County Wide Grants line items: Revenue by \$461,521.00;
12 Salary by \$94,029.00; Fringe by \$50,623.00; Travel/Train by \$600.00; Supplies by \$5,951.00;
13 Purchased Services by \$358,318.00, and increasing the Capital Outlay line item by \$48,000.00 as
14 noted on the attached fiscal note and worksheet which by reference are made a part hereof, and

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

18 Dated this ____ day of December 2025

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Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Climate Smart Grant Budget Adjustments

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

Budget adjustments are needed to reflect the loss of the federal grants in April as well as additional funds that were received in the moveable equipment category prior to the loss of funds. Adjustment include decreases in Revenue by \$461,521, in Salaries by \$94,029, in Fringe Benefits by \$50,623, in Travel/Train by \$600, in Supplies by \$5951, in Purchased Services by \$358,318 and an increase in Capital Outlay by \$48,000. This proposed adjustment is budget neutral, requiring no county funding.

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

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X) n/a ()
5. Is the proposal to accept additional revenues only? yes () no (X)
6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.

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

COST CENTER NAME	(i.e. Salaries, Supplies, Etc.)	(i.e. 1004100.5100, 1004100.5400, etc.)	AMOUNT
County Wide Grants	Revenue	2091000.4280.99	(461,521.00)
County Wide Grants	Salary	2091000.5100	(94,029.00)
County Wide Grants	Fringe	2091000.5200	(50,623.00)
County Wide Grants	Travel/Train	2091000.5300	(600.00)
County Wide Grants	Supplies	2091000.5400	(5,951)
County Wide Grants	Purchased Services	2091000.5500	(358,318)
County Wide Grants	Capital Outlay	2091000.6000	48,000.00

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost N/A
Annual Revenue N/A

Fiscal Note Prepared by: Lori Hilson

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 11/20/2025	_____
Comments:	_____

Cost Center 2091000	25 Budget Amount+24- 25 RO	Res 130 24-25	Adjusted to include Res 130 24-25	Actual Spent	Budget Adjustment Amount
Revenue 2091000.4280.99	\$ 569,243.00	\$ 50,000.00	\$ 619,243.00	\$ 157,722.00	\$ (461,521.00)
Salary 2091000.5100	\$ 134,944.00	\$ -	\$ 134,944.00	\$ 40,915.00	\$ (94,029.00)
Fringe 2091000.5200	\$ 71,308.00	\$ -	\$ 71,308.00	\$ 20,685.00	\$ (50,623.00)
Travel/Train 2091000.5300	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ (600.00)
Supplies 2091000.5400	\$ 2,286.00	\$ 8,000.00	\$ 10,286.00	\$ 4,335.00	\$ (5,951.00)
Purchased Services 2091000.5500	\$ 360,105.00	\$ 24,000.00	\$ 384,105.00	\$ 25,787.00	\$ (358,318.00)
Capital Outlay 2091000.6000	\$ -	\$ 18,000.00	\$ 18,000.00	\$ 66,000.00	\$ 48,000.00

variance \$ -

RESOLUTION NO.: 131—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Each year the Appleton International Airport (the Airport) budget requires a number of
2 budgetary transfers to account for actual financial activity on existing Airport capital
3 improvements and operations.
4

5 This resolution authorizes transferring funds approved in the 2025 adopted budget to line
6 items and cost centers where changes in activity occurred during 2025. No additional
7 county funding is requested, as the net adjustment is budget neutral.
8

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

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
12 authorize and approve of various budget transfers and alterations to the 2025 Appleton International
13 Airport capital improvements and operations budget as noted on the attached fiscal note and worksheet,
14 which by reference are made a part hereof, and

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

17 Dated this _____ day of December 2025
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1881) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request to Transfer Funds for Various Airport Capital Improvement Projects and Operations for 2025

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

The purpose of this fiscal note is to align the budget to the actual expenses incurred and anticipated on existing Airport capital improvements and operations. The transfers will bring the budget up to date based upon estimates for internal Airport capital improvements and operations. Please see the attached spreadsheet for the necessary budget adjustments.

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

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X)
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
See attachment			

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost None
Annual Revenue None

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 11/20/2025	
Comments:	

RESOLUTION NO.: 132—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Annually, the Finance Department brings forward a request to write-off delinquent accounts.
2 These are accounts that have been billed to customers throughout all of the county’s operations
3 but have not been paid in full. In most cases, the County will continue to seek collection
4 through using a collection agency, continuing to work with the customer or working with
5 Corporation Counsel.

6
7 This resolution authorizes writing off Accounts Receivables (A/R) for 2025 in order for the
8 A/R records to be limited to those deemed currently collectible.

9
10 NOW THEREFORE, the undersigned members of the Outagamie County Finance Committee
11 recommend adoption of the following resolution.

12 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize writing off
13 the 2025 Accounts Receivables as referenced on the attached memo and spreadsheets, which by reference
14 are made a part hereof, and

15 BE IT FURTHER RESOLVED, that the Outagamie County Finance Director is authorized to
16 remove these receivables from the County records and deem them no longer collectible, and

17 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
18 this resolution to the Outagamie County Finance Director.

19 Dated this _____ day of December 2025

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Respectfully Submitted,

FINANCE COMMITTEE

Chris Croatt

John Cuff

Karen Lawrence

Dana Johnson

Rick Lautenschlager

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive



Financial Services
 320 South Walnut St.
 Appleton, WI 54911
 920.832.1680

TO: Finance Committee
FROM: Michelle Uitenbroek, Finance Director
DATE: November 18, 2025
RE: Delinquent Accounts Receivable Write-offs for 2025

Based upon discussion with County departments, we request the following accounts be submitted to the County Board to be written off in 2025.

Department / Individual/Company and Service Provided	Write-Off Amount
Brewster Village (Names withheld due to confidentiality issues)	
Acct #29872 2024 Services Past timely filing limit (*1)	5,592.65
Acct #27834 2024 Services Past timely filing limit (*1)	85.48
Acct #27595 2023 Services Past timely filing limit (*1)	754.47
Acct #29952 2024 Services Past timely filing limit (*1)	2,700.00
Acct #29494 2022 Services Past timely filing limit (*1)	75.04
Acct #29778 2023 Services Past timely filing limit (*1)	517.93
Acct #30188 2025 Services Past timely filing limit (*1)	233.46
Acct #29923 2024 Services Past timely filing limit (*1)	8,468.92
Acct #28511 2024 Services Past timely filing limit (*1)	2,464.98
Acct #29921 2024 Services Past timely filing limit (*1)	975.00
Acct #29246 2024 & 2025 Services Partial Medicare payment, remaining balance denied	460.03
Acct #29749 2024 Services Past timely filing limit (*1)	814.46
Acct #26024 2023 & 2024 Services Past timely filing limit (*1)	4,390.62
Acct #30074 2024 Services Passed Away, No Probate or Estate	1,104.00
Acct #29951 2024 Services Passed Away, No Probate or Estate	1,667.61

Department / Individual/Company and Service Provided	Write-Off Amount
Recycling and Solid Waste	
ADVANCED DISPOSAL Disposal Fees due 2022	3,484.61
<p>For all of the above, attempts to collect by the County have failed so they have already been sent to a collection agency or the County is working on sending them to the collection agency.</p>	
Total Recycling and Solid Waste	3,484.61

Department / Individual/Company and Service Provided	Write-Off Amount
Highway	
Acct 1345211 Damage Claim Due 7/3/24	228.70
Acct 1352905 Damage Claim Due 9/8/24 & 9/21/24	635.42
Acct 1351347 Damage Claim Due 10/17/24	2,963.23
Acct 1353650 Damage Claim Due 10/24/24	197.16
Acct 1354901 Damage Claim Due 10/24/24	5,735.05
Acct 1353300 Damage Claim Due 10/24/24	164.62
Acct 1356957 Damage Claim Due 11/23/24	1,360.65
Acct 1357790 Damage Claim Due 12/22/24	389.22
Acct 1357554 Damage Claim Due 12/25/24	733.54
Acct 1360585 Damage Claim Due 02/22/25	156.29
Acct 1362476 Damage Claim Due 3/22/25	988.76
Acct 1370054 Damage Claim Due 6/20/25	199.61
Acct 1366696 Damage Claim Due 7/20/25	1,324.27
<p>For all of the above, attempts to collect by the County have failed so they have already been sent to a collection agency or the County is working on sending them to the collection agency.</p>	
Total Highway	15,076.52

Department / Individual/Company and Service Provided	Write-Off Amount
District Attorney's Office	
Acct 1012484 Discovery Billing due 1/12/22	15.60
Acct 512292 Discovery Billing due 11/19/22	20.90
Acct 1170124 Discovery Billing due 11/19/22	10.60
Acct 1305754 Discovery Billing due 12/28/22	10.30
Acct 1334002 Discovery Billing due 12/9/23	16.30
Acct 1334029 Discovery Billing due 12/9/23	10.30
Acct 1334045 Discovery Billing due 12/9/23	10.60
Acct 1338388 Discovery Billing due 2/10/24	19.60
Acct 1341211 Discovery Billing due 4/3/24	10.00
Acct 1175945 Discovery Billing due 5/18/24	10.25
Acct 1345326 Discovery Billing due 5/18/24	19.00
Acct 1349992 Discovery Billing due 7/27/24	29.50
Acct 1351048 Discovery Billing due 8/16/24	21.70
Acct 1351056 Discovery Billing due 8/16/24	12.40
Acct 1354783 Discovery Billing due 10/23/24	24.00
Acct 1359681 Discovery Billing due 12/13/24 & 1/25/25	23.80
Acct 942946 Discovery Billing due 7/24/24, 5/14/25, 8/9/25	41.80
Acct 1361369 Discovery Billing due 1/25/25	10.30
Acct 699448 Discovery Billing due 1/25/25	20.60

Department / Individual/Company and Service Provided	Write-Off Amount
District Attorney's Office - Conintued	
Acct 1076488	Discovery Billing due 2/16/25 10.30
Acct 1363639	Discovery Billing due 3/8/25 21.20
Acct 1365159	Discovery Billing due 4/10/25 13.70
Acct 1365141	Discovery Billing due 4/10/25 42.10
Acct 1368974	Discovery Billing due 6/7/25 32.80
Acct 1368966	Discovery Billing due 6/7/25 & 7/16/25 43.90
Acct 1372421	Discovery Billing due 7/16/25 12.70
Acct 1372439	Discovery Billing due 7/16/25 17.60
Acct 1302991	Discovery Billing due 7/16/25 10.60
Acct 1378355	Discovery Billing due 10/2/25 11.50
For all of the above, attempts to collect by the County have failed so they have already been sent to a collection agency or the County is working on sending them to the collection agency.	
Total District Attorney's Office	553.95

Department / Individual/Company and Service Provided	Write-Off Amount
Development and Land Services	
Acct 1287488	Westwood Engineer Fees due 7/23, 10/23 444.35
Acct 1287488	Westwood Engineer Fees due 1/24, 3/24 971.21
Acct 1287488	Westwood Engineer Fees due 9/24, 10/24, 11/24 1,615.00
Acct 1287488	Westwood Engineer Fees due 3/25, 4/25 475.00
Acct 1336585	Westwood Engineer Fees 9/24, 10/24, 11/24 807.50
Acct 1336585	Westwood Engineer Fees 2/25 95.00
Acct 1335380	Westwood Engineer Fees 2/25, 3/25 237.50
Development and Land Services-Revolving Loan Fund	
Fire Fitness	Business closed, owner can't be found 7,950.00
Tuffy Boats	Business closed, owner filed bankruptcy 11,875.92
JORB Enterprises	Business closed, debt discharged in bankruptcy 32,218.15
For all of the above, attempts to collect by the County have failed so they have already been sent to a collection agency or the County is working on sending them to the collection agency.	
Total Development and Land Services	56,689.63

RESOLUTION NO.: 133—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Each year Brewster Village requires a number of budgetary transfers to account for actual
2 financial activity during the year.

3
4 This resolution authorizes transferring funds approved in the 2025 adopted budget to line
5 items and cost centers where changes in activity occurred during 2025. No additional
6 county funding is requested, as the net adjustment is budget neutral.

7
8 NOW THEREFORE, the undersigned members of the Health and Human Services Committee
9 recommend adoption of the following resolution.

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
11 authorize and approve of various budget transfers and alterations to the 2025 Brewster Village budget as
12 noted on the attached fiscal note and Brewster Village Budget Transfer Resolution Detail 2025 worksheet,
13 which by reference are made a part hereof, and

14 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
15 this resolution to the Brewster Village Administrator and the Outagamie County Finance Director.

16 Dated this _____ day of December 2025
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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

BREWSTER VILLAGE Budget Transfer Resolution Detail 2025

Cost Center	Acct Description	Object Acct Number	Detail Acct Number	Expenditure Increase (Decr) Dollar Amount	Revenue Increase (Decr) Dollar Amount	Explanation
BV Revenue	Charges for Services	5010100.4400	5010100.4410.20001		68,000	Increase based on higher Medicare Census
Nursing	Salaries	5017100.5100	5017100.5100	(445,000)		Decrease based on Staff Vacancies
Nursing	Fringe Benefits	5017100.5200	5017100.5200	(220,000)		Decrease based on Staff Vacancies
Nursing	Purchased Services	5017100.5500	5017100.5562.95	25,000		Increase base on LPN Agency Staffing
Nursing	Purchased Services	5017100.5500	5017100.5562.95	200,000		Increase base on RN Agency Staffing
OT/AT	Salaries	5017226.5100	5017226.5100	50,000		Increase based on Retirement Payout
OT/AT	Fringe Benefits	5017226.5200	5017226.5200	50,000		Increase based on Employee Insurance Selections
OT/AT	Purchased Services	5017226.5500	5017226.5516.02	50,000		Increase OT Services based on higher Medicare Census
Dietary	Salaries	5017550.5100	5017550.5100	125,000		Increase due to Retirement Payout,FMLA,Opening Household
Dietary	Fringe Benefits	5017550.5200	5017550.5200	40,000		Increase based on Employee Insurance Selections
Dietary	Purchased Services	5017550.5500	5017550.5562.08	10,000		Increase base on Agency Staffing Due to FMLA
Housekeeping	Salaries	5017552.5100	5017552.5100	35,000		Increase based on Retirement Payout
Housekeeping	Fringe Benefits	5017552.5200	5017552.5200	15,000		Increase based on Employee Insurance Selections
Central Supply	Purchased Services	5017661.5500	5017661.5570.03	18,000		Increase in Laundry based on higher Census
Administrative	Fringe Benefits	5017665.5200	5017665.5200	115,000		Increase based on Worker Comp
Totals				68,000.00	68,000.00	
Net Budget Impact				-		

RESOLUTION NO.: 134—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Human Resources Department is requesting a 2025 budget adjustment by
2 transferring \$68,000 from the Purchased Services line to the Salaries line item in
3 the amount of \$25,000 and the Fringe Benefits line item in the amount of \$43,000.
4 No additional county funding is requested, as the net adjustment is budget neutral.
5

6 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human
7 Resources Committee recommend adoption of the following resolution.

8 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
9 approve of transferring \$68,000 from the 2025 Human Resources Purchased Services line item to
10 the Salaries line item in the amount of \$25,000 and the Fringe Benefits line item in the amount of
11 \$43,000 as noted on the attached fiscal note, which by reference is made a part hereof, and

12 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
13 copy of this resolution to the Outagamie County Human Resources Director and Outagamie
14 County Finance Director.

15 Dated this ____ day of December 2025

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Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

Sara MacDonald

Ryan Ferguson

John Kostelny

Sarah Weinberg

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** 2025 Budget adjustment request for Human Resources

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

Cost Center 1001600 – Human Resources

- Increase Salaries \$25,000
- Increase Fringe Benefits \$43,000
- Decrease Purchased Services \$68,000 cover salaries & fringes

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

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (x)
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (x) n/a ()
5. Is the proposal to accept additional revenues only? yes () no (x)
6. Does this request modify/adjust the current year budget? yes (x) no () 2025 Budget
If no, skip to question 8 below

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Human Resources	Salaries	1006000.5100	\$25,000
Human Resources	Fringe Benefits	1006000.5200	\$43,000
Human Resources	Purchased Services	1006000.5500	(\$68,000)

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost _____
Annual Revenue _____

Fiscal Note Prepared by: Valarie Wunderlich/Riley Webster

For Financial Services purposes only	
Reviewed By: <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 11/25/2025	
Comments:	

RESOLUTION NO.: 135—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Each year the Sheriff’s Office requires a number of budgetary transfers to account for
2 actual financial activity during the year.

3
4 This resolution authorizes transferring funds approved in the 2025 adopted budget to line
5 items and cost centers where changes in activity occurred during 2025. No additional
6 county funding is requested, as the net adjustment is budget neutral.

7
8 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
9 adoption of the following resolution.

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
11 authorize and approve of various budget transfers and alterations to the 2025 Sheriff’s Office budget as
12 noted on the attached fiscal note and Outagamie County Sheriff’s Office 2025 Budget Transfers
13 worksheet, which by reference are made a part hereof, and

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

16 Dated this ____ day of December 2025

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Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrin Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Request 2025 Budget Transfers for the Sheriff's Office
2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Outagamie County Sheriff's Office requests approval for the attached year-end budgetary transfers that account for unanticipated costs, and shifting resources to best use funds to meet department needs.

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

Revenues Expenses (Cost) None

3. Is the specific cost or revenue included in the current year's budget? yes (x) no () partially ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes (x) no () n/a ()
5. Is the proposal to accept additional revenues only? yes () no (x)
6. Does this request modify/adjust the current year budget? yes (x) no ()
If no, skip to question 8 below.
7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
See Attached Worksheet	for Transfer Detail		

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no () n/a (XX)
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Jeff Dietzen

For Financial Services purposes only	
Reviewed By: <i>Michelle Litenbrook</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 11/25/2025	
Comments:	

Outagamie County Sheriff's Office

2025 Budget Transfers

Cost Center Name	Cost Center	Account #	Line	Debit	Credit	Reason
Administration	1008000	5100	Wages		\$ 9,000	Staffing change
Administration	1008000	5200	Benefits	\$ 16,000		staffing change
Administration	1008000	5300	Training		\$ 6,000	shift unspent training dollars to cover wage overage
Administration	1008000	5400	Supplies		\$ 1,000	shift unspent supply dollars to cover wage overage
Administration	1008000	5500	Pur. Service		\$ 34,000	shift unspent service dollars to cover wage overage
Process Server	1008005	5200	Benefits	\$ 14,000		unexpected overage due to staff taking benefits
Traffic (Patrol)	1008007	5100	Wages		\$ 188,000	savings due to reduction in overtime
Traffic (Patrol)	1008007	5200	Benefits		\$ 169,000	savings due to reduction in overtime
Traffic (Patrol)	1008007	5400	Supplies		\$ 25,500	Supplies not purchased to cover overage in com center
Traffic (Patrol)	1008007	5500	Services		\$ 24,000	savings on extraditions
Traffic (Patrol)	1008007	5300	Training	\$ 4,000		over due to additional training opportunity
Drug Squad	1008011	5200	Benefits	\$ 8,000		savings due to vacancy & staff benefit change
Drug Squad	1008011	5100	Wages		\$ 8,000	overage due to overtime costs
Communications	1008013	5300	training		\$ 11,000	due to grant funds awarded for training
Communications	1008013	5200	Benefits	\$ 53,500		due to turnover of new hires and overtime
Communications	1008013	5100	Wages	\$ 385,000		due to turnover of new hires and overtime
Corrections/Jail	1008015	5100	Wages	\$ 30,000		overage due to overtime
Corrections/Jail	1008015	5200	Benefits		\$ 30,000	benefit savings covers part of wage overage
Corrections/Jail	1008015	5300	Training		\$ 1,000	unspent training funds
Corrections/Jail	1008015	5400	supplies		\$ 1,000	unspent supply funds
Traffic Safety	1008009	5400	Supplies		\$ 3,000	Supplies not purchased
			Total:	\$ 510,500	\$ 510,500	

RESOLUTION NO.: 136—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 In 2024, the County appointed a new Finance Director and Human Resources Director, both
2 of whom quickly identified the need to modernize the aging and inefficient administrative
3 systems. As part of this effort, approval is being requested to establish a new capital project
4 to implement an Enterprise Resource Planning (ERP) system. This system will significantly
5 enhance and integrate the financial and human resources operations, supporting greater
6 efficiency and long-term sustainability. This project was not included in the 2025 budget. In
7 2024, a consultant was engaged to evaluate potential ERP solutions and develop reliable cost
8 estimates. Through that process, it has been confirmed that to meet the January 2027 deadline
9 (when one of the current systems will no longer be supported), the project must begin in 2025.

10
11 This resolution approves reallocating capital outlay dollars that are in the general capital
12 projects. This strategic investment will ensure continuity of service, improved functionality,
13 and a strong foundation for the county's future operational needs.

14
15 NOW THEREFORE, the undersigned members of the Outagamie County Finance Committee
16 recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
18 increasing the 2025 Capital Project (ERP) Capital Outlay line item and the 2025 Capital Projects Transfer
19 In line item by \$2,112,000 each, said monies to be used to implement an Enterprise Resource Planning
20 (ERP) system, as noted on the attached fiscal note, which by reference is made a part hereof, and

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

24 Dated this _____ day of December 2025

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Respectfully Submitted,

FINANCE COMMITTEE

Chris Croatt

John Cuff

Karen Lawrence

Dana Johnson

Rick Lautenschlager

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

RESOLUTION NO.: 137—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 A settlement agreement has been reached with the Deputy Sheriff’s Association
2 (DSA) for 2026-2027. The attached Proposed Contract Changes document outlines
3 specific amendments to contract language, including overtime provisions, vacation
4 policies, sick leave terms, funeral leave regulations, salary structures, Professional
5 Improvement Program, retirement contribution adjustments, life insurance
6 coverage, long-term disability modifications, health and dental insurance,
7 Detective on-call responsibilities, and miscellaneous language clean-up.
8

9 All costs have been included in the budget; therefore, no budget adjustment is
10 needed at this time.
11

12 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human
13 Resources Committee recommend adoption of the following resolution.

14 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the
15 attached Agreement between Outagamie County and Outagamie County Deputy Sheriff’s
16 Association 2026-2027 and Proposed Contract Changes – DSA Contract 2026-2027 document,
17 which by reference are made a part hereof, with no budget adjustment needed as all costs have
18 been included in the budget, and

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

22 Dated this ____ day of December 2025
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Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

Sara MacDonald

Ryan Ferguson

John Kostelny

Sarah Weinberg

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

AGREEMENT

Between

OUTAGAMIE COUNTY

And

OUTAGAMIE COUNTY

DEPUTY SHERIFF'S ASSOCIATION

2026-2027

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AGREEMENT

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the Outagamie County Deputy Sheriff's Association and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 – Except as herein otherwise provided, the management of the work, and the direction of the work forces, including the right to hire, promote, transfer, demote, or suspend or discharge or otherwise discipline for proper cause, and the right to relieve employees from duty or to lay off employees is vested exclusively in the Employer, Outagamie County. In keeping with the above, the Employer, Outagamie County, shall adopt and publish reasonable rules which may be reasonably amended from time to time. The County and the Association will cooperate in the enforcement thereof.

ARTICLE 2 – RECOGNITION

2.01 – This Agreement made and entered into at Appleton, Wisconsin, pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes by and between Outagamie, hereinafter referred to as the "County" and the Outagamie County Deputy Sheriff's Association, sole bargaining agent for all regular permanent full-time and regular permanent part-time employees within the Sheriff's Office having the power of arrest, excluding the Sheriff, Chief Deputy, Commanders, Captains, Lieutenants, Staff Sergeants, and all confidential, supervisory, and managerial employees and independent contractors, hereinafter referred to as the "Association". This provision shall not be interpreted for purposes other than the identification of the bargaining representative and of the bargaining unit.

ARTICLE 3 – PROBATIONARY PERIOD– SENIORITY– LAY OFF

3.01 - An introductory period is a trial period of employment during which time an employee is required to demonstrate acceptable capability for continued employment in that position.

3.02 - Introductory periods are entered when an employee is newly hired, transferred or when promoted into a new position with a new salary. The length of time for initial introductory periods is as follows:

- A new full-time patrol officer will have a (12) twelve month introductory period, beginning upon satisfactory completion of the Field Training Program which is day (1) one of solo patrol status. This includes all employees, ie. an employee moving from part-time patrol within CJU, full or part-time corrections employees as well as Telecommunications or any other county position.
- A new, part-time patrol officer will have a (12) twelve month introductory period, beginning upon satisfactory completion of the respective Field Training Program.

- Employees promoted to Sergeant status will have a (6) six month introductory period, beginning upon satisfactory completion of required training.
- Employees demoted from Sergeant to Deputy either by the choice of management or the employee, shall be entitled to move back to a Deputy position.

3.03 - Employees will receive an introductory evaluation and/or a written notice, which is completed by the manager/supervisor, indicating whether the employee has passed or failed the introductory period, or if the introductory period has been extended.

3.04 - Periods of time during which the employee is not working in the job may be disregarded as counting toward the employee's introductory period. However, as circumstances warrant, the county may extend any introductory period for up to an additional three (3) months.

3.05 - During an employee's introductory period, he/she may be terminated at the discretion of the county without regard to cause and without recourse to the employee complaint process. Continued employment beyond the introductory period, without an extension, is taken as evidence of satisfactory completion of the introductory period.

3.06 – Seniority, as used in this Agreement, shall consist of the total calendar time of continuous full-time employment elapsed since the date of original employment with the County in this bargaining unit. Continuous full-time employment includes periods of time where the employee would have otherwise worked but for a work-related injury. Part-time employees will gain seniority on the above basis, prorated according to actual time worked in relation to a full-time employee. Except as specified above, continuous employment shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days. An employee shall lose his or her seniority and shall terminate the employment relationship for any of the following reasons:

- a) Discharge.
- b) Resignation.
- c) Retirement.
- d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to work within five (5) days after notice of recall from layoff.
- e) On layoff for a continuous period of time equivalent to twelve (12) calendar months.

In the event an employee transfers from this bargaining unit to other County employment, the employee will maintain seniority in this bargaining unit equal to the seniority the employee had at the time of the transfer, but will lose such seniority unless the employee returns to this bargaining unit, pursuant to Article 20, within six (6) months of the transfer.

3.07 – LAYOFF

- a) In the event of a layoff or a reduction in the number of employees in any job classification, the employee with the least amount of classification seniority in the job classification selected by the County for the layoff or reduction will be initially selected for the layoff or reduction.
- b) Such employee may displace that employee with the least amount of classification seniority in an equal or lower paying job classification in which the employee had previously worked, provided such employee has more bargaining unit seniority. An employee laid off from a protective occupation classification who had not previously worked as a Patrol Officer shall be allowed to displace a Patrol Officer, provided such employee has more bargaining unit seniority. Employees displaced pursuant to this procedure will be allowed to exercise the same displacement rights, if they have sufficient seniority.
- c) Classification seniority shall consist of the total calendar time of full-time employment (part-time employment will be prorated according to actual time worked in relation to a full-time employee) in a particular job classification listed in Appendix "A", e.g. Sergeant, Patrol Officer. An employee who permanently leaves one job classification will maintain the classification seniority he or she had at the time of leaving, but will not accrue further seniority in his or her former classification unless he or she permanently returns to such classification. Classification seniority will terminate if an employee loses his or her bargaining unit seniority pursuant to Section 3.05.
- d) Employees will be recalled to openings in a job classification in which they formerly worked in the inverse order of their layoff or reduction from that classification. Such recall rights will no longer be available for any employee who is on layoff for a period of time equivalent to twelve (12) calendar months. Employees working in a different job classification because of a reduction in the number of employees in their former classification or because initially selected for layoff will retain recall rights to openings in their former job classification as long as they are working in a different job classification.

ARTICLE 4 – RULES AND REGULATIONS

4.01 – The rules and regulations of the Outagamie County Sheriff's Office as established by the County in accordance with the provisions of and pursuant to Chapter 111.70 of the Wisconsin Statutes shall be made a part of this Agreement by reference. The Association shall be given thirty (30) days' notice on any new rule or regulation primarily related to wages, hours and conditions of employment proposed before it becomes effective.

ARTICLE 5 – DEFENSE OF OFFICERS BY THE CORPORATION COUNSEL

5.01 – The County shall authorize the Corporation Counsel to defend actions brought against any employee growing out of any acts done in the course of his or her employment or out of any alleged breach of his or her duty as such employee.

5.02 – Any judgment obtained against such employee shall be paid by the county provided the employee acted within the scope of his or her job.

ARTICLE 6 – DUES DEDUCTION AGREEMENT

6.01 - The County agrees it will deduct from the monthly earnings (on a bi-weekly basis) of all employees in the collective bargaining unit, who individually sign a due deduction authorization form provided by the County where the employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, an amount equal to the monthly dues, as certified by the Association, and pay said amount to the local Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

6.02 - Changes in the amount of dues to be deducted shall be certified by the Association sixty (60) days before the effective date of the change.

6.03 - As to new employees, such deduction for monthly dues shall be in no way construed as a waiver of the twelve (12) month probationary period. It shall be the employee's responsibility to sign the dues deduction authorization form and to provide the signed form to the County and Association no less than 30 days prior to the date in which the dues deductions are to commence.

6.04 - The County will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

6.05 - No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-Laws. No employee shall be denied Association membership because of race, creed, color, sex, religion, age, or any other protected status. Authorization of dues deductions by a member may be revoked upon notice in writing to the County or to the Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

6.06 - It is agreed that the County shall be held harmless from any money judgment which may be rendered against it arising out of a legal controversy regarding the Fair Share Agreement. In the event of such controversy, the Association shall defend the action on behalf of itself and the County and shall be responsible for any expenses it may incur in defending said Fair Share Agreement. In the event that the County decides to tender its own defense, the County shall be responsible for its own costs and expenses, including legal fees.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 – Both the Association and the County recognize that grievances should be settled promptly and at the earliest possible stages and therefore, agree that any grievance must be initiated at Step 1 within fifteen (15) calendar days of the incident, or within (15) calendar days that the Association becomes aware of the incident, or it shall be considered invalid.

7.02 – Only matters involving the interpretation, application or enforcement of this Agreement which may arise between the County and employee (employees) or the County and the Association shall constitute a grievance and shall be processed in the following manner by the aggrieved employee or the Association. Individual grievances shall be signed by the aggrieved party. Association grievances shall be signed by the Association’s President or his/her designee. The written grievance shall include a listing of the section(s) violated, the details of the violation and the remedy requested. If these items are not listed, the grievance will be returned for the items to be included.

Step 1. The aggrieved employee or the Association shall present the grievance in writing to his or her immediate supervisor outside the bargaining unit. The employee may present the grievance alone or accompanied by an Association representative. The immediate supervisor shall respond in writing within five (5) days after receipt of the grievance to the aggrieved employee and the Association. The grievance shall be considered settled in Step 1, unless it is presented in writing to the Sheriff within five (5) days of receipt of the Step 1 answer or last date due.

Step 2. The Sheriff or his or her designee shall, within five (5) days of receipt of the grievance, hold an informal meeting with the aggrieved employee, the Chief Deputy and/or supervisor and the Association representative, and make a written reply within five (5) days of such meeting to the aggrieved employee and the Association. The grievance shall be considered settled in Step 2, unless it is presented in writing to the County Human Resources Director within five (5) days of receipt of the reply of the Sheriff or last date due.

Step 3. The County Human Resources Director shall set up a meeting with all parties within ten (10) days of receipt. The County agrees that time spent in the presentation of grievances at the third step by up to two (2) designated Association officials and the grievant during working hours shall not be deducted from the pay of such employees. Within five (5) days of such meeting, the County Human Resources Director shall submit to all parties a written determination of the grievance. The grievance shall be considered settled in Step 3, unless the Association notifies the County Human Resources Director in writing within five (5) days of receipt of the written determination of the County Human Resources Director (or designee) or last date due, of its intent to appeal the matter to arbitration.

Step 4. Unless the parties agree otherwise, the Association shall request the WERC to submit a panel of five (5) arbitrators to the parties. The parties shall alternately strike names from the panel until one remains, who shall be appointed the arbitrator. The Association shall make the first strike. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision in writing within thirty (30) days of the conclusion of the testimony and argument. In rendering his or her decision,

the arbitrator shall neither add to, detract from nor modify any of the provisions of the Agreement.

7.03 – Unless the parties agree otherwise, expenses for the arbitrator's services and the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the arbitrator.

7.04 – The Association may appoint representatives of the Association and shall inform the County of the names of the individuals so appointed, and of any change thereafter made in such appointments. The County shall allow the representatives the necessary time to process grievances during the course of the duty day.

7.05 – The time periods in this Article except in Section 7.01 shall not include Saturdays, Sundays and holidays and any time period may be extended by mutual agreement of the parties. Initiation and appeals of grievances, notifications, answers and replies will be deemed made or presented as of the date of the postmark, if such are mailed.

7.06 – A settlement of an individual grievance which was not obtained through arbitration will not be used as a binding precedent on the Association or any employee in the bargaining unit other than the individual grievant involved if such grievance was neither processed by nor filed by the Association. Nothing in this Article shall be construed to permit a grievance to be appealed to Step 4 without the approval of the Association.

ARTICLE 8 – HOURS

8.01 – WORK WEEK

A. The normal workweek for full-time Patrol Officers will be 5 on-2 off, 5 on 3-off and the normal workday for such employees shall consist of an eight and one-third (8.33) hour shift.

B. The normal workweek for full-time employees assigned to the Criminal Justice Unit (CJU) and the MEG Unit, and Sergeants assigned to investigations, shall average forty (40) hours based on a fifty-two (52) week year. The normal workday for such employees shall consist of an eight (8) hour shift.

C. The normal workweek for full-time Sergeants will be 5 on-2 off, 5 on-3 off, and the normal workday for such employees shall consist of an eight and one-third (8.33) hour shift. Shift times as Sergeants may vary from shift times for Patrol Officers, up to four (4) hours before or after the Patrol Officer shift times. Shift times may be changed for any one or all of the Sergeants upon twenty-four (24) hour notice to the employee or employees involved.

D. Assignment of staff covered under this agreement will be made in the following manner:

1. Assignments to the various shifts shall be selected by bargaining unit seniority each October. The assignment to the shifts are set for one year.
2. When an opening occurs on a shift during the year and such opening is not subject to the job posting provisions of the contract, it will be filled as follows:
 - (a) If the opening occurs prior to September 1, it will be posted and filled by seniority. Management retains the right to set the date for the change based on manpower and training issues within a reasonable time frame.
 - (b) If the opening occurs on or after September 1, it may be filled by management within its sole discretion.
 - (c) An individual who is awarded a change in shift under this procedure will carry forward his/her vacation selections, subject to availability. In the event that the individual's vacation is not available on the new shift, the individual will select vacation, subject to vacation availability on the new shift.

ARTICLE 9 – OVERTIME

9.01 – Employees will be compensated at the rate of time and one-half (1^{1/2}) based on their normal rate of pay for all hours worked in excess of their scheduled workday or workweek, provided however, that for part-time employees such rate shall be paid for all hours worked in excess of forty (40) in any workweek.

9.02 – A call-in is defined as any time an employee is required to work outside of his or her normally scheduled hours except hours which are worked consecutively prior to or subsequent to the employee's scheduled work hours. An employee shall be entitled to call-in pay when required to work outside of his normally scheduled hours as herein defined. The employee shall receive the greater of three (3) hours pay at the employee's regular rate of pay or overtime pay for the actual hours worked, whichever is greater.

As of January 1, 2027:

A call-in is defined as any time an employee is required to work on short-notice (less than 24 hours) outside of his or her normally scheduled hours. This minimum shall not apply to any call-in which is consecutively prior to or consecutively subsequent to the employee's scheduled hours of work. Further, previously posted overtime (outside of 24 hours) shall not constitute a call-in, even if it remains unfilled with less than 24 hour notice. Any employee called in to work will be entitled to and shall receive their choice of two (2) hours overtime or three (3) hours of compensation time in addition to the actual hours worked, commencing when they report for duty.

“Reporting for duty” begins when the deputy / officer logs on with dispatch from their patrol vehicle, arrives at the Sheriff’s Office, or responds directly to an active scene.

An employee shall be entitled to minimum pay when required to work outside of his or her normally scheduled hours. For non-short-term overtime, the employee shall receive the greater of either two (2) hours overtime, three (3) hours of compensation time, or overtime for actual hours worked.

9.03 - Aside from overtime sign up, emergency situations or as specified otherwise in this Agreement, overtime must be authorized and approved by the Sheriff or designee before overtime can be paid.

9.04 – In lieu of pay for up to one hundred (100) overtime hours per year, an employee may request compensatory time off on a straight-time basis. Such time off will be granted at a time mutually agreed upon between the employee and the Sheriff or designee. In addition, all compensatory time on the books shall be paid out as of December 15 of each calendar year.

9.05 - Overtime Allocation. These allocation rules cover all overtime shifts pertaining to Patrol, Civil Process, and Criminal Justice Unit (Transports):

- a) All overtime is allocated by seniority. Seniority is based upon bargaining unit seniority within the bargaining unit currently known as the Outagamie County Deputy Sheriff’s Association.
- b) At the beginning of every month the known overtime is posted on the board in the squad room. If additional overtime becomes available during the month (i.e., because of vacation, training, etc.) it is added to the posting on the board.
- c) Officers can bump a junior officer who signed for the posted overtime up until twenty-four (24) hours prior to the overtime assignment. Employees exercising the bumping right shall notify the officer bumped.
- d) The officer with the most seniority twenty-four (24) hours prior to the posted overtime assignment is given the assignment.
- e) If overtime is created twenty-four (24) hours or less before the overtime assignment is to begin, one person from the shift working at the time immediately prior to the shortage shall be held over to work one-half of the next shift, the other half of the shift will be worked by someone called in from the next shift. Both of these individuals shall be chosen by bargaining unit seniority amongst those available. If no one voluntarily takes the overtime it shall be assigned to the junior most officer available. If there is someone not on the current or upcoming shift that is willing to cover the shift, it is the responsibility of the least senior officer to contact that individuals and make arrangements for someone to come in to cover the need in lieu of the least senior officer. Any arrangements made must also be brought to the attention of the Lieutenant or supervisor on duty.

- f) A whole shift of posted overtime may be split into two separate overtime assignments, each assigned to a different officer. A junior officer can bump senior officers who split a shift of posted overtime if the junior officer takes the whole posted overtime shift. Employee exercising the bumping right shall notify the officer(s) bumped.
- g) If a shift becomes short because of someone calling in sick or other unforeseen reason, one person from the shift working at the time immediately prior to the shortage shall be held over to work one-half of the next shift (if they are still on duty), the other half of the shift will be worked by someone called in from the next shift. Both of these individuals shall be chosen by bargaining unit seniority. If no one voluntarily takes the overtime it shall be assigned to the junior most officer.
- h) It is the intent of the parties to handle special assignment overtime as it has been handled in the past.

ARTICLE 10 – WORKER’S COMPENSATION DIFFERENTIAL PAY

10.01 – In the event an employee becomes entitled to and receives Worker’s Compensation payments for temporary-total or temporary-partial disability under Chapter 102, Wisconsin Statutes, the employee’s Worker’s Compensation payments will be supplemented so that the employee will receive eighty percent (80%) of his or her full salary during said period up to a maximum of twenty-six (26) calendar weeks from the date of the original injury or illness. This shall be accomplished by the County paying the employee the difference between the employee’s Worker’s Compensation check and the employee’s normal salary for the period covered by said Worker’s Compensation check. For purposes of this article only, an employee shall be considered as entitled to Worker’s Compensation payments for temporary-total or temporary-partial disability during the first three (3) days of any illness or injury, notwithstanding the provisions of Chapter 102, Wis. Stats. This article shall apply only to full-time employees.

10.02 – The County will continue to pay the County’s share of the Health insurance premium for an employee during the period such employee is receiving temporary-total disability Worker’s Compensation benefits, up to a maximum of twelve (12) consecutive months from the date of the original injury or illness. The first month shall be the month in which the temporary-total disability began if such disability began prior to the 15th of that month, or it shall be the month immediately after the month in which the temporary- total disability began if such disability began after the 15th of that month.

ARTICLE 11 – PAID HOLIDAYS

11.01 – All permanent full time employees will receive one (1) day’s pay for each of the holidays as listed in Appendix “B” that are not worked as part of the employee’s regular work schedule, except that employees on a 5-2, 5-3 work schedule will receive one-half (1/2) day’s pay for the afternoons of December 24th and December 31st. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive holiday benefits on a prorated basis according to actual time worked in relation to a full time employee.

To be eligible for holiday pay, employees shall work the scheduled workday immediately prior to and immediately after the holiday, unless on excused absence with pay for these days or unless the employee worked the holiday.

Any employee who works the listed holidays as part of his/her regular work schedule shall receive one and one-half (1 1/2) times their regular pay in addition to their regular pay, for a total of two and one-half (2 1/2) times their regular rate.

In the event Christmas Eve, Christmas Day, New Years Eve or New Years Day falls on a weekend, the Human Resources Director shall assign the work day (either immediately before or after the holiday) to be observed by those employees working a 5-2 schedule.

11.02 – Floating Holidays. Employees hired between January 1 and June 30, and who are listed in Appendix “B” are entitled to one or more floating holidays, upon hire. Employees hired on or after July 1 of a calendar year, and who are listed in Appendix “B” as entitled to one or more floating holidays, are not eligible for such floating holidays during the remainder of that calendar year of employment. In the event any employee terminates employment without having taken a floating holiday(s) during the calendar year, such floating holiday(s) shall be canceled and may not be reinstated or paid for. An employee will not be allowed to use a floating holiday(s) after having given notice of termination except in the case of retirement into the Wisconsin Retirement System.

If an employee moves from one employee group to another or has a status (i.e. part- time to full-time) change throughout the year, any floating holidays they are eligible for will be based on the transfer date into the new employee or status. If the employee moves to the employee group prior to July 1st, they will acquire the floating holiday count for their new employee group less any hours that they have already used. If the employee moves July 1st or later, there is no change and they will keep the balance they had at the beginning of the year, less any floating holidays used.

ARTICLE 12 – VACATIONS

12.01 – The vacation policy for the Sheriff’s Office is as follows:

- 2 weeks of vacation upon hire
- 3 weeks of vacation after three (3) years of continuous service
- 4 weeks of vacation after eight (8) years of continuous service
- 5 weeks of vacation after fifteen (15) years of continuous service

Continuous service shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days.

Lateral hires granted a specific amount of vacation time at the discretion of the Employer at time of hire and indicated in offer letter shall accrue additional vacation hours based upon bargaining seniority related to the employee’s length of time with the Sheriff’s Office. For

example, an employee hired and granted three (3) weeks of vacation at time of hire would equate to three (3) years of service and the employee would earn a fourth (4th) week of vacation after five (5) years of employment with Outagamie County – equivalent to eight (8) years of service.

Maximum negotiated vacation is three (3) weeks for lateral hires.

12.02 – A week is defined as forty (40) hours of vacation for all employees. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive vacation benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee.

12.03 – Vacation benefits shall be accrued at a rate of one-twelfth (1/12) of the employees' authorized vacation for each full month of employment in the previous anniversary year. A full month of employment is any month in which the employee has received pay for a least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral leave pay, and, for employees working a 5-2 work schedule, holiday pay.

12.04 – Vacation allowances shall not be cumulative and must be taken during the anniversary year of authorization, however, an employee may carry over up to five (5) vacation days to the next anniversary year for use in but not beyond that next anniversary year (on termination such carry over vacation shall be paid for at the wage rate in effect at the end of the prior anniversary year; carry over vacation shall be considered the first used in such next anniversary year for this purpose).

12.05 – In cases of termination for reasons other than discharge for cause or voluntary separation without a two week (14) day notice or without remaining in active employment during the fourteen (14) days after notice of termination, an employee will be paid for his/her authorized but unused and/or his/her accrued but unauthorized vacation allowance on the following basis:

- a) An employee who terminates employment prior to completing one year of continuous service shall not be eligible for any payment whatsoever.
- b) An employee, except one listed in paragraph (a), will receive payment for all vacation allowance authorized at the start of their current anniversary year but unused at the date of termination, provided however that if such employee terminated employment prior to completing an anniversary year of continuous service, such employee shall not be eligible for payment for any additional vacation allowance authorized because the employee would have moved to a higher vacation eligibility level.
- c) An employee, except one listed in paragraph (a), will receive payments for accrued but unauthorized vacation allowance on a pro-rata basis from the employee's previous date of hire anniversary to the date of termination (computed to the nearest one-quarter month) and based on such employee's eligibility level as of the date of termination and the accrual provisions contained in Section 12.03.

12.06 – The Sheriff or designee shall have a vacation schedule available for employees on or before November 15 preceding the year vacations are to run, so that picking vacations can be by bargaining unit seniority. Vacation picks will be completed by December 15 preceding the year vacations are to run.. The following vacation selection procedure will be followed:

- a) Bargaining unit seniority will prevail as far as selection of an employee's first week of vacation.
- b) After all employees have selected one week of vacation, each employee will be given a choice of their second week of vacation according to bargaining unit seniority.
- c) The same procedure will be used until all accumulated vacation is posted which includes single day picks by bargaining unit seniority.
- d) Any employee who does not have all of their vacation picks filled in by December 15 preceding the year vacations are to run will not have bargaining unit seniority choice for vacation selections.
- e) This policy shall apply to all divisions of the Sheriff's Office under this agreement.

Any vacation picks not made during this annual vacation pick schedule are to be submitted seventy-two (72) hours prior to the requested time-off. Vacation requests within seventy-two (72) hours will be approved or denied by management based on agency needs and the ability to cover the shift without incurring overtime costs.

12.07 – Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive vacation benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee.

12.08 – Vacation Usage for Deputies

- a) Only two (2) Deputies per shift will be allowed off on vacation, floating holidays or compensatory time off. This provision does not apply to contracted positions outside the Outagamie County Sheriff's Office.

If the 5-3 Side Bar Agreement is terminated, the language in this section shall revert back to the language of the 2016-2017 collective bargaining agreement

- b) One (1) additional deputy would be allowed off per shift under the following conditions:
 - i) That the request is made within fourteen (14) days of the requested day off; And
 - ii) If allowing the additional deputy off would not cause overtime based upon the number of deputies scheduled to work that day.

- c) That on days of the monthly ERT training individual vacation days will not be allowed but requests for a week of vacation will be administered in the normal manner. The definition of "a week of vacation" is "five (5) successive scheduled work days which may or may not be separated by scheduled days off".
- d) That the days for the ERT training will be posted by January 1 each year for the entire year.

ARTICLE 13 – SICK LEAVE

13.01 – Every full-time employee of the department shall be entitled to sick leave of eight (8) hours with pay for each completed month of service. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive sick leave benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee. A completed month of service is any month in which the employee has received pay for at least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral pay, and for employees working a 5-2 schedule, holiday pay.

13.02 – Permanent full time employees may accumulate unused sick leave up to a total of one hundred and twenty (120) days. Permanent part-time employees who work at least an average of thirty (30) hours per week may accumulate unused sick leave on the above basis pro-rated according to actual time worked in relation to a full-time employee.

13.03 – Employees absent from work on legal holidays, on sick leave, vacation or on disability leave arising from injury sustained in the course of their employment with the County or for other authorized leaves of absence with pay shall continue to accumulate sick leave at their regularly prescribed rate during such absence as though they were present for duty.

13.04 – An employee eligible for sick leave with pay may use such sick leave upon notification to the employee's Sheriff or designee one (1) hour prior to commencement of the employee's shift, if possible, for absence due to illness, injury, exposure to contagious disease or due to illness in the employee's immediate family (i.e., the employee's spouse, child or step-child) requiring the employee's personal attendance. Sick leave may also be used upon approval of the Sheriff or designee for dental or medical appointments for examination or treatment for the employee personally, provided that the employee has made a good faith effort to schedule such appointments during non-working time or, in the alternative, to schedule all appointments as close as possible to lunch period or quitting time. No sick leave with pay will be allowed after an employee has given notice of termination, provided that this does not apply to any employee who gives notice of retirement under the Wisconsin Retirement System.

13.05 – The Sheriff or designee may request a doctor's certificate before approving such leave with pay if three (3) or more consecutive workdays are missed. After four (4) instances of sick leave in a calendar year, a doctor's certificate may be requested for any further instance of sick leave, regardless of duration.

13.06 – Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in no less than one-half (1/2) hour incremental units, i.e., one-half hour, or one hour, or two and one-half hours, etc.

13.07 – On separation from County service, all sick leave credits shall be canceled and may not be reinstated or paid for; except on statutory retirement or after twenty (20) years of continuous employment by the County, all of accumulated sick leave shall be paid up to one hundred twenty (120) days at the rate of pay in existence at the time of retirement or termination.

This item is open for reconsideration during the contract period, should the Association determine that all members wish to transition to sick leave credits rather than the payout.

13.08 – To the extent that any of the provisions above are not in compliance with the Federal Family Medical Leave Act, or the Wisconsin version of the same, it shall be considered invalid and the provisions of those Acts shall trump any of the language above.

ARTICLE 14 – MILITARY LEAVE

14.01 – An employee who is a member in the United States Military will be granted a leave of absence without loss of pay for up to two weeks per calendar year. To receive the difference between military wages and County salary, the employee must submit a copy of his/her orders with proof of pay. At such time as an employee may have his/her military duty extended past the two week limit noted above, the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) will apply.

ARTICLE 15 – SPECIAL LEAVES

15.01 – In addition to leaves authorized above, the Sheriff or designee may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

15.02 – The Sheriff or designee may authorize special leaves of absence for any period or periods not to exceed three calendar months in any one calendar year for the following purposes: with or without pay, for attendance at a college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the County service; without pay, for urgent personal business requiring employee's attention for an extended period such as settling estates or liquidating a business; with pay, for serving on a jury, provided that any monies received for such jury duty are turned over to the County; with pay, for attending court, except in cases involving a criminal act by the employee or a civil case not connected with the employee's official duties for the County in which the employee is a party or witness; and with or without pay for purposes other than the above that are deemed beneficial to the County service.

15.03 – The County Human Resources Director (or designee), upon the recommendation of the Sheriff or designee concerned, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the County service.

15.04 – The granting or denial of a leave of absence under this Article shall not be subject to the arbitration step (Step 4) of the grievance procedure in Article 7.

ARTICLE 16 – ABSENCE WITHOUT LEAVE

16.01 – An employee who is absent from duty for any reason not otherwise covered shall report the reason therefore to the employee’s supervisor prior to the date of absence when possible and in no case later than one-half (1/2) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absences without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive days of absence without leave shall be construed as representing resignation from the County service.

ARTICLE 17 – MEDICAL LEAVE

17.01 – Employees on an unpaid leave of absence under this Article who are enrolled in the group health and/or dental insurance programs shall be permitted to continue their participation in such programs while on such leave under the applicable COBRA provisions. Employees on an unpaid leave of absence under this Article who are enrolled in the life insurance program shall be permitted to continue their participation in such program for up to twelve (12) months provided they pay the full amount of the following month’s premium to the County Treasurer in advance by the twenty-fifth (25th) of the month. If an employee begins such leave after the twenty-fifth (25th) of the month, the employee shall pay the full amount of the following month’s premium to the County Treasurer on the date the employee begins such leave. The County shall pay the employer’s share of the premium for any month in which a full-time employee received pay for at least ten (10) regular workdays or in which a part-time employee received pay for at least one-half of the employee’s regular monthly work hours.

17.02 – Employees on an unpaid leave of absence because of such non-work related illness or injury who are enrolled in the life insurance plan can elect up to twelve (12) months of continuation by paying the group rate premium to the County Treasurer by the twenty-fifth (25th) of the month for the following month’s coverage. However, for the first three (3) months of absence caused by such non-work related illness or injury, the Employer shall pay for up to the first three (3) months of that continuation. The cessation of this County sponsorship for the life insurance plan shall be triggered by the end of the three month time frame, the employee’s return to work termination from employment with Outagamie County, or death, whichever occurs first.

ARTICLE 18 – FUNERAL LEAVE

18.01 – All full-time employees are eligible for bereavement leave pay consistent with all other county employees as outlined in the Employee Handbook.

18.02 – Requests for such leave shall be made to the Sheriff or designee.

18.03 – An employee may extend the time off for the funeral by using up to two (2) days of his/her vacation, floating holiday (if applicable), or compensatory time, sick time (if all other accrued time has been exhausted), or unpaid time (if no leaves are available).

18.04 – Permanent part-time employees who work at least an average of thirty (30) hours per week shall be entitled to a one (1) day leave with pay, due to the death of an immediate family member. The hour equivalent of the term “day” is determined by the proration factor of the employee, with a maximum factor of eight (8) hours per day.

ARTICLE 19 – FAIR DISMISSAL AND DISCIPLINE

19.01 – Discipline Action

- a) No employee who has completed his or her initial probationary period may be subject to disciplinary action except for good cause and after the employee has been accorded the procedural rights herein set forth. Disciplinary action is defined as censure, suspension, demotion, dismissal (discharge), reassignment or other punitive action taken against any employee who has passed his or her probationary period. Disciplinary action shall be initiated within forty-five (45) working days (i.e., administrative working days, Monday through Friday, excluding weekends and fixed holidays as referred to in Section 11.01 and Appendix B) of the offense or occurrence or knowledge thereof by the Sheriff or the employee’s immediate supervisor outside the bargaining unit. In the event of a criminal investigation, disciplinary action shall be initiated within fifteen (15) working days of the completion of that criminal investigation or within one hundred and five (105) calendar days of the offense or occurrence or knowledge thereof by the Sheriff or the employee’s immediate supervisor outside the bargaining unit, whichever occurs first.
- b) In every case of disciplinary action, the punishment adjudged shall be commensurate with the offense. Except as provided in Section 19.02, disciplinary action is subject to the grievance and arbitration procedure contained in Article 7.

19.02 – Procedural Rules for Disciplinary Action Involving Suspension, Demotion or Dismissal (Discharge).

In the event the contemplated disciplinary action involves suspension, demotion or dismissal (discharge), a written complaint will be filed with the Outagamie County Board Grievance Committee specifically setting forth the reasons for the contemplated disciplinary action with full information concerning the nature of the complaint, the conduct complained of, and such other facts as may be relevant; and the following procedural rules will apply.

- a) An employee against whom such disciplinary action is contemplated shall be sent a copy of the complaint. Within ten (10) working days as defined in Section 19.01(a) of receipt of the written complaint, the employee may file a written response if he or she so desires. In preparing the written response, the employee shall have access to his or her personnel file or such other records or documents as may be necessary or desirable in preparing the aforesaid response.
- b) Within ten (10) working days as defined in Section 19.01(a) of receipt of the written complaint, the employee may request a hearing on the contemplated disciplinary action before the Outagamie County Board Grievance Committee. The hearing before the designated committee shall be within three (3) weeks after filing of the request for the hearing, but in no event sooner than five (5) working days as defined in Section 19.01(a) from the receipt of the request unless the employee shall consent to an earlier hearing. The employee may request that a written transcript of the aforesaid hearing be taken.
- c) No disciplinary action involving suspension or dismissal (discharge) shall be taken prior to the aforesaid hearing, except in cases where the conduct complained of would require immediate disciplinary action be taken.
- d) An employee who is notified of pending disciplinary action shall be advised of his or her right to counsel, the availability of the assistance of the Association, and the right to a hearing before the committee so designated.
- e) The action of the Committee of the County Board is not subject to appeal through the grievance and arbitration procedure contained in Article 7 or to a complaint pursuant to Section 111.70(3) (a)5, Wisconsin Statutes, and any appeal must be processed pursuant to the provisions of Section 59.26(8)(b)6, Wisconsin Statutes.

19.03 – Personnel File. An employee’s personnel file will be made available at reasonable times for inspection by that employee in the presence of the Sheriff or designee or his or her representative upon the request of the employee involved. If copies of any material contained therein are desired by the employee, they will be made available at the cost of reproduction. An employee’s attorney may accompany such employee. To the extent the language above is inconsistent with local, state or Federal law, it shall be deemed invalid and the language of any law pertaining to the same shall be binding on the parties.

ARTICLE 20 – PROMOTION AND VACANCIES – JOB POSTING

20.01 – When a vacancy or promotion exists, notice of the vacant position classification shall be posted electronically on the Outagamie County intranet site so as to give all employees of the department an opportunity to express their interest in the position. The position shall not be filled for a minimum of five (5) days after said notice has first been posted. The promotion or vacancy shall be filled from those qualified applicants expressing an interest in the position in accordance with the applicant’s qualifications, bargaining unit seniority and ability before hiring from the outside. Disputes over the selection of an applicant to fill the position shall be subject to the grievance procedure.

20.02 – The notice of the vacant position will contain at least the pay grade, description of duties and qualifications of the position.

20.03 – Application for such posted position(s) shall be made in the Human Resources Department.

ARTICLE 21 – PAY PERIOD

21.01 – Outagamie County shall pay on a bi-weekly pay period. If Friday is on a legal holiday, so designated by the County, then payday shall be on the day preceding.

ARTICLE 22 – SALARIES

22.01 – The salary schedule as set forth in Appendix “A”, which is attached hereto and incorporated herein, shall be effective for the period of this Agreement.

22.02 – When contract settlement is approved by Association membership and put in resolution form and passed by the County Board so that the new contract changes will conform to the resolution passed by the County Board, employees may receive benefits of the new contract from the first pay period following passage of the resolution unless passage of such resolution is prior to the effective date of the new contract.

22.03 – In the event an employee is absent for a period of five (5) consecutive calendar weeks, any employee in a lower paying classification who is thereafter required to fill the position of the absent employee shall be paid at the lowest step in the classification of the absent employee which exceeds the employee’s present rate of pay while so filling in.

22.04 – Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive salary step increases effective the pay period following their anniversary date.

22.05 – Employees hired in a classification shall advance to the higher pay steps in such classification at the beginning of the pay period following completion of the appropriate anniversary year of employment.

22.06 – Additions to Base Salary Pay for Specialized Employees:

\$1.00 Addition to Base Pay:

- School Resource Officer (SRO)* and Criminal Justice Unit (CJU) Corporal

\$0.80 Addition to Base Pay for each hour an officer is assigned the duties of Certified Bomb Technician

\$0.75 Addition to Base Pay (beginning January 1, 2027)

- Members of the Lake Winnebago Area Metropolitan Enforcement Group (MEG)/Specialist Investigation Unit (SIU), Field Training Officer (FTO)**, and Detective Sergeant

**SROs are eligible for the additional pay beginning January 1, 2027.*

***Until January 1, 2027, FTO will receive \$1.25 for hours while training.*

For purposes of the additional base pay for a Field Training Officer (FTO) shall be defined as an Employee that meets the following criteria:

1. Has successfully completed the Field Training Instructor Program;
2. The FTO is assigned a patrol trainee

Payments shall be effective the first day the FTO is assigned a trainee. The employee designated as an FTO under this Section shall receive the FTO pay differential for all hours worked during the entire six (6) month period, regardless of whether the trainee is physically present during any specific shift.

If an employee qualifies under both categories, the employee shall be paid at the higher amount.

ARTICLE 23 – DETECTIVE ON-CALL

23.01 – Deputies currently assigned the role of detective will work a rotating week of on-call responsibilities. A week begins on Friday at 08:00am and ends the following Friday at 08:00am when the next detective begins their week. The on-call rotation will consist of a seven-week rotating schedule, with each detective working an on-call week. The rotation will continually roll over, year over year, to provide variety in the weeks detectives are assigned on-call.

23.02 – “On-Call” is defined as being available to report for duty within one hour of receiving notification from Sheriff’s Office administration of being called in to work. “Reporting for Duty” begins when the detective logs-on with dispatch from their department vehicle, arrives at the Sheriff’s Office, or responds directly to an active scene.

23.03 – Detectives will receive eight (8) hours compensatory time for each on-call week, with an addition of two (2) hours compensatory time for each holiday a detective is on-call. Detectives will also receive compensation for hours worked, which includes overtime and call-in pay as defined in Article 9 of this agreement.

23.04 – Detectives are allowed to trade or give away full on-call weeks to another detective. A detective who covers an entire on-call week is entitled to compensatory time for the on-call week. Detectives may also trade individual days of on-call at the discretion of the Detective Captain or designee. Detectives will not receive any compensatory time for individual days covered for another detective, except in the case of a covered holiday. In that case, the detective who is on-call for a defined holiday would be entitled to two (2) hours of compensatory time for each holiday on-call.

ARTICLE 24 – CONTINUING EDUCATION PROGRAM

24.01 – Employees shall be eligible for the Continuing Education Program available to all County employees as set forth in the Employee Handbook.

ARTICLE 25 – RETIREMENT CONTRIBUTION

25.01 - Employees shall contribute the full amount of the employee's share to the Wisconsin Retirement System (WRS) as determined by the Employee Trust Fund (ETF).

ARTICLE 26 – LIFE & DISABILITY INSURANCE

26.01 – The Employer shall make available to permanent full-time employees a Term Life Insurance policy in the amount of fifty thousand dollars (\$50,000). The Employer shall pay one hundred percent (100%) of the premium and such permanent full time employees will be eligible to participate in the County's life insurance program commencing on the first of the month following one (1) full month of employment. The employees shall have conversion privileges as determined by the Employer's life insurance carrier.

26.02 – In the event an employee experiences a qualifying event as described in the plan document and is enrolled in the term life insurance plan prior to that event, continued participation in the plan will be governed by the parameters of the plan document, provided they pay the full amount of the following month's premium to the County Treasurer in advance by the twenty-fifth (25th) of the month.

26.03 – All full-time employees shall be entitled to the Outagamie County Group Long-Term Disability Insurance coverage as outlined in the Employee Handbook.

ARTICLE 27 – HEALTH INSURANCE AND DENTAL INSURANCE

27.01 – Effective January 1, 2026, in the event the County offers its eligible employees a group low deductible health plan (LDHP), the Employer's contribution level toward the monthly premium including incentives shall be consistent with other County employees but not to exceed twenty percent (20%) of the premium for full-time employees.

27.02 - Effective January 1, 2026, in the event the County offers its eligible employees a plan that meets the IRS guidelines for a High Deductible Health Plan with a Health Savings Account Health Plan (HDHP-HSA), the employee's contribution level toward the monthly premium including incentives shall be consistent with other county employees but not to exceed twelve percent (12%) for full-time employees.

27.03 – The County agrees to provide a dental plan for employees in this bargaining unit who work at least an average of thirty (30) hours per week. The County will pay sixty-five percent (65%) of the single or family dental plan premium for employees desiring and eligible for dental insurance.

27.04– For permanent part-time employees who work at least an average of thirty (30) hours per week over the period of one year, the County shall pay the County share of health insurance and dental plan premiums.

27.05 – Employees eligible to participate in the County’s and dental plans shall commence coverage on the 1st of the month following one (1) month of employment.

27.06 – In the event an employee has a spouse that is also a County employee, that employee and spouse will be entitled only to two single health insurance plans or one family health insurance plan between them from the County.

27.07 – In the event an employee has a spouse that is also a County employee that employee and spouse will be entitled only to either two single dental plans or one family dental plan between them from the County.

27.08 – In the event an employee experiences a qualifying event as described in the COBRA regulations and is enrolled in the health insurance plan and/or the dental insurance plan prior to that event, continued participation in the plan(s) and payment for the plan(s) will be governed by the parameters of COBRA regulations.

27.09 - Effective on the first pay period following December 31st for employees who are enrolled in the HSAHP, the County will contribute to an employee’s Health Savings Account (HSA).

- a) For new employees who enroll in the HDHP after January first of the calendar year, the County will contribute a prorated amount to the employee’s HSA for that calendar year.
- b) Increase in Health Plan Deductible. In the event that an increase in the health plan’s annual deductible is necessary in order for the plan to qualify as a HDHP under federal or state regulations, the County agrees to increase its annual contribution to each employee’s HSA by an amount equal to fifty-three and thirty-three hundredths percent (53.33%) of the increase in the deductible.

27.10 – An employee who retires shall be allowed to remain in the health insurance program pursuant to Outagamie County Health Plan language and as approved by County Board resolution.

ARTICLE 28 – CLOTHING ALLOWANCE

28.01 – The clothing allowance for employees shall be as follows:

<u>Initial Allowance</u>	
Uniformed Employees	\$450.00
Non-Uniformed Employees	\$350.00
<u>Annual Allowance</u>	
Employees	\$575.00
Non-Uniformed Employees	\$525.00

28.02 – The payment and administration of the clothing allowance will be made in accordance with current policies.

In the event an employee leaves employment with the Outagamie County Sheriff's Office within eighteen (18) months of his/her original date of hire, for any reason, the employee shall reimburse the County for the cost of the initial clothing allowance. It is agreed that such reimbursement shall be made as a payroll deduction from any remaining funds of the employee to the extent allowable by law. If funds are insufficient, the employee shall be responsible for making any remaining payment directly to the County.

ARTICLE 29 – SHIFT TRADES

29.01 - Trades will be allowed in 4 or 8 hour increments.

29.02 - Requests for trades must be submitted at least 48 hours in advance. The 48 hour requirement may be waived on a case by case basis by the Sheriff or his designee.

29.03 - At the time of the trade approval, trades cannot create a situation where the employee works more than 13 days in a row. In addition, the employee must be off duty one shift (7:40 hours) between the worked shifts.

29.04 - Trades cannot adversely affect the County's ability to meet staffing requirements.

29.05 - If an employee does not work their obligated trade, and has not taken sick leave or vacation, the employee must reimburse the County for the actual costs (hours) for filling the shift. The Sheriff or designee shall call the employee that is obligated to work the trade day prior to calling in any other employee to work the shift.

29.06 - If an employee calls in sick on a trade day the employee must bring in a doctor's excuse covering the trade day within 48 hours of the missed day. If the employee fails to bring in a doctor's slip the employee's sick leave will be docked 1¹/₂ times the number of hours missed by calling in sick for the trade day.

29.07 - The time limits in which trades must be completed for all OCDSA members shall be the same as the current time limits set for staff covered by this bargaining agreement, which is all trades must be completed within the year in which they are made except if the schedule for the following year has been posted then a trade may be completed within the year of the posted schedule also.

ARTICLE 30 – NO STRIKE

30.01 – Neither the Association nor the officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, concerted work stoppage or any other concerted interruption of work during the term of this Agreement.

ARTICLE 31 – AMENDMENT PROVISION

31.01 – This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the County and the Association where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32 – SAVINGS CLAUSE

32.01 – If any article or section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33 – NO AGREEMENT

33.01 – The County agrees not to enter into any other agreement written or verbal with the members of the bargaining unit individually or collectively which in any way conflicts with the provisions of this Agreement.

ARTICLE 34 – CONDITIONS OF AGREEMENT

34.01 – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 35 – TERM OF AGREEMENT

35.01 – This Agreement shall become effective as of the 1st day of January, 2026, and remain in full force and effect to and including the 31st day of December, 2027 and shall renew itself for additional one year periods thereafter, unless either party has notified the other party in writing on or before one hundred-twenty (120) days prior to the end of the contract period that it desires to alter or amend this Agreement at the end of the contract period. Only wages shall be retro-active for this contract period.

35.02 – It is agreed by and between the parties that the terms and conditions of the employment contract as contained herein shall be binding on both parties. The contract may be reopened by mutual agreement of the parties hereto.

35.03 – The undersigned parties agree that as part of the 2026-2027 Collective Bargaining Agreement, retroactive payment of wages and benefits will be made only to employees on the payroll as of the date the County Board ratifies the 2026-2027 contract, and to employees who retired or died on and after January 1, 2026 up to and including the date the County Board ratifies the 2026-2027 Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of December, 2025.

OUTAGAMIE COUNTY:

OUTAGAMIE COUNTY SHERIFF'S ASSOCIATION:

COUNTY BOARD CHAIRPERSON

PRESIDENT

COUNTY CLERK

SECRETARY

COUNTY EXECUTIVE

HUMAN RESOURCES DIRECTOR

APPENDIX A – ARTICLE 22

2026 Salary Schedule											
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16	Sergeant	\$ 35.87	\$ 36.59	\$ 37.69	\$ 38.82	\$ 40.37	\$ 41.98	\$ 43.03	\$ 43.89	\$ 44.77	\$ 45.67
14	Patrol Officer	\$ 33.50	\$ 34.00	\$ 35.01	\$ 36.41	\$ 37.14	\$ 38.63	\$ 39.78	\$ 40.98	\$ 41.80	\$ 42.63
12	PT Officer (CJU/Airport)	\$ 31.62	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.25					

2027 Salary Schedule											
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
16	Sergeant	\$ 36.14	\$ 37.22	\$ 38.34	\$ 39.68	\$ 41.07	\$ 42.30	\$ 43.57	\$ 44.88	\$ 46.23	\$ 47.15
14	Patrol Officer	\$ 34.00	\$ 34.58	\$ 35.62	\$ 36.77	\$ 37.97	\$ 39.11	\$ 40.28	\$ 41.49	\$ 42.74	\$ 44.02
12	PT Officer (CJU/Airport)	\$ 31.62	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.76					

All step and cost of living adjustment (COLA) increases will occur the first pay period of the calendar year which includes January 1st of the applicable year. Employees hired or promoted between October 1 and December 31 of the year prior to January 1 of the applicable year will be ineligible for the step increase but will receive the COLA.

APPENDIX B – ARTICLE 11 – PAID HOLIDAYS

Job Title (Shift/Assign)	New Years Day	Good Friday	Memorial Day	4th of July	Labor Day	Thanks- giving	Afternoon of Dec 24	Dec 24	Dec 25	Afternoon of Dec 31	Dec 31	Floating Holiday	Floating Holiday	Floating Holiday	Floating Holiday
Sergeant (5-2, 5-3)	X	X	X	X	X	X	X		X	X		X	X	X	
Sergeant (5-2 or CJU)	X	X	X	X	X	X		X	X		X	X	X	X	X
Patrol Officer (5-2, 5-3)	X	X	X	X	X	X	X		X	X		X	X	X	
Patrol Officer (5-2 or CJU)	X	X	X	X	X	X		X	X		X	X	X	X	X

MEMORANDUM OF AGREEMENT REGULAR PERMANENT PART-TIME PATROL OFFICER(S)

This Agreement was reached to set forth the understanding of the parties regarding the hiring and employment of regular permanent part-time Patrol Officer(s). The expected, normal duties of such regular permanent part-time Patrol Officer(s) shall be courtroom security, community corrections, prisoner transports, airport LEO responsibilities and special event LEO responsibilities.

1. It is understood the regular permanent part-time Patrol Officer(s) hired by the Outagamie Sheriff's Office will be members of the Outagamie County Deputy Sheriff's Association (DSA) Section 2.01, will be required to pay the union dues in effect during their employment with the Sheriff's Office per Section 6.01, and will serve a one (1) year probationary period as required in Section 3.01 of the 2013-2015 collective bargaining agreement.
2. Such part-time Patrol Officer(s) will be awarded such position at the discretion of the Sheriff, and will normally be hired at the "First Year" step of the Patrol Officer wage range of "Appendix A", as detailed within the 2013-2015 collective bargaining agreement; except that retired or voluntarily resigned Patrol Officer(s) may be hired at the same step of the Patrol Officer wage range of Appendix A s/he was in at the time of such retirement or resignation so long as the hire date into the part-time Patrol Officer position occurs within 120 calendar days of such retirement or resignation.
3. Such part-time Patrol Officer(s) will not have a regularly established shift and will be assigned to various work hours, shift lengths and work days, according to the needs of the Sheriff, except that if the part-time Patrol Officer is notified of an assigned shift less than twenty-four (24) hours before the start of the shift, the assignment to the shift will be voluntary.
4. Except with respect to airport responsibilities, full-time employees will have first option for hours that become available or occur within twelve (12) hours of the beginning of the assigned shift.
5. Because such part-time Patrol Officer(s) will not have "regularly scheduled" shifts, they will not be eligible call-in pay as referenced in Section 9.02 of the 2013-2015 collective bargaining agreement.
6. Such part-time Patrol Officer(s) will be assigned work hours, shifts lengths, work days, or type or assignments based on seniority at as first twenty-four (24) or more hours per week, seniority will no longer be taken into consideration for future assignments that week.
7. Except as provided for in number four (4) above, part-time Patrol Officer(s) will have an opportunity to be assigned to any available hours in courtroom security, community corrections, airport related law enforcement responsibilities and prisoner transports, prior to the hours being made available to regular permanent full-time Patrol Officer(s) as overtime. However, part-time Patrol Officers will not be allowed to sign up for overtime assignments involving duties other than courtroom security, community corrections, airport security and prisoner transports, with the exception of Special Event Law Enforcement responsibilities, which they may sign up for and work

when those assignments have not been filled by full-time officers less than 24 hours prior to the event.

8. Such part-time Patrol Officer(s) will be granted the clothing allowance as a "Traffic Uniformed Employee" under Section 28.01 within the 2013-2015 collective bargaining agreement.

9. Applicants for a regular permanent part-time Patrol Officer position are not required to undergo the usual screening processes used in recruitment, such as physical agility tests, psychological assessments, and other usual and customary screening procedures, unless the applicant is an entry level law enforcement candidate.

10. Any regular permanent part-time Patrol Officer, who applies for a posted, regular permanent full-time position covered under the 2013-2015 collective bargaining agreement, is still required to participate, complete and pass the screening processes established for such posted position.

References to specific Section Numbers within this agreement coincide with those found in the 2013-2015 OCDSA collective bargaining agreement.

Dated this 16 of June, 2016

FOR THE COUNTY:



FOR THE UNION:



SIDE BAR AGREEMENT 5-3 WORK SCHEDULE

This side bar agreement is intended to outline the principal rules of the new 5-3 work schedule agreement with the Deputy Sheriff's Association. It is not intended to replace the most recent work agreement (2013-2015) currently in place except that any language in this agreement that conflicts with the current work agreement will supersede said work agreement. It is all parties' intent to utilize the language in this side bar agreement instead of the work agreement where is conflicting language.

- > 5-3 Schedule for Patrol Officers, excluding all current Monday-Friday scheduled workers.
 - > 8:50 minute work shift, which equates to an annual average of 2014 hours worked vs. the current schedule's average of 2027 hours worked.
- > Implementation of the new 5-3 schedule is expected to be July 10, 2016, with the assigned Town of Buchanan Deputies beginning July 24, 2016.
- > Deputies are to be paid actual hours worked per pay period until payroll is able to have the new payroll interface (Tyler Munis) installed and operational, which is tentatively set to be live, the first pay period following January 1, 2017.
- > Once the new payroll system is tested and operational, each check will be "smoothed" wherein each Deputy receives the average base pay, currently calculated to be equivalent to 77.46 hours each check, regardless of the number of hours they are actually scheduled to work during each pay period.
- > Until the "smoothing" or averaging of pay periods is in effect Deputies' checks will look similar to the current format, in that vacation days will be eight (8) hours, with the fifty (50) minutes being added in as straight pay, similar to the current twenty (20) minutes utilized with the 5-2 / 5-3 schedule. The same methodology would be used for sick days.
- > When working a holiday, Deputies receive 8:50 overtime pay, eight (8) hours holiday pay and fifty (50) minutes straight pay.
- > When taking vacation or sick leave on a holiday Deputies will receive eight (8) hours vacation or sick pay, fifty (50) minutes straight pay, eight (8) hours holiday pay and fifty (50) minutes of straight pay.
- > When Deputies are scheduled off on a holiday, they will receive eight (8) hours holiday and fifty (50) minutes straight pay.
- > The base rate will remain the same when vacation or sick leave is used, with the hours used being removed from each officers respective accrual bank, instead of changing the base number to reflect itemized straight pay and vacation or sick leave hours.
- > An exception to the standard base pay hours would be when Leave without Pay or other unpaid leave is utilized. In that case the base rate would be reduced by the equivalent number of hours taken off (up to 8:50 per day). Same scenario applies if a Deputy takes more vacation than they have available in their accrual bank.
- > When working a four (4) hour holiday, Deputies will receive four (4) hours OT, 4:50 straight pay and four (4) hours holiday pay.
- > When taking sick or vacation leave on a four (4) hour holiday, Deputies will receive eight (8) hours sick or vacation pay (whichever is utilized), four (4) hours of holiday pay and fifty (50) minutes of straight pay.

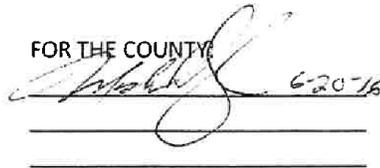
- > Overtime hours, Field Training Officer (FTO) pay and bomb pay would be added to their base rate.
- > K-9 officers will continue to work shifts that are fifty (50) minutes shorter (as they did on the 5-2 I 5-3 schedule), to allow for K9 care and maintenance, meaning their work day will be eight (8) hours, but they are still compensated at 8:50.
- > When K-9 officers take vacation or sick leave they will also use eight (8) hours, and are subject to the same standards as the patrol officers for Leave without Pay or other unpaid leave.
- > Detective Sergeants positions will have two (2) positions that remain as eight (8) hour work days, Monday -Friday, standard 5-2 workers, consistent with current operations.
- > The remaining Detective Sergeants positions will work four (4), ten (10) hour days, with a specified number of Sergeants having Monday off and the remaining number having Friday as their additional off day. The specific number assigned to each day off will be specified by the Sheriff or designee.
- > The Core positions will choose their work shifts based on seniority, utilizing seniority from the date they were promoted to Detective Sergeants.
- > The Core positions will continue to receive their checks based on actual hours worked.
- > For the Detective Sergeants working the four (4) ten (10) hour days schedule, vacation and sick leave will be hour for hour, one vacation day will be 10 hours of vacation and one sick day will be 10 hours of sick pay. One week of vacation will still be considered forty (40) hours.
- > Holiday pay will be paid at eight (8) hours Holiday and two (2) straight pay, for a forty (40) hour work week (Detective Sergeants on the four/ten schedule).
- > For the Detective Sergeants who remain on the Monday through Friday schedule, vacation, sick leave and all other leave will continue to be handled as defined by the 2013-2015 work agreement.
- > Current MEG (Metropolitan Enforcement Group) and CRU (Community Resource unit) Deputy positions on the Monday -Friday schedule will remain unchanged as well.
- > Officers will be required to start with an annual deficit of twelve (12) hours overtime. Due to the implementation of the schedule being July, that number will be six (6) hours for the remainder of 2016 and twelve (12) hours every year thereafter.
- > The current procedure for posting overtime will remain in effect, along with Lieutenants filling in the most junior officer as a "flex" when applicable. Officers may continue to "bump" for overtime and also for flexed shifts using the same guidelines that are currently in place for overtime (See the side bar agreement in the 2013-2015 contract titled; "SIDE BAR AGREEMENT OVERTIME ALLOCATION").
- > Officers will be required to flex shifts up to four (4) hours when needed, although they may voluntarily flex eight (8) hours to cover an open shift. The flexing will be based on current seniority practices, utilizing the practices set forth in the attached side bar agreement from the expired 2013-2015 CBA between the parties. It is the parties' intent that the attached side bar will be incorporated into a new CBA between the parties and, when that CBA

becomes effective, the language therein (if different from the language attached) shall trump and supersede any language in the attached side bar agreement.

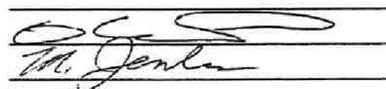
- > For shift openings inside of twenty-four (24) hours, officers will be contacted by seniority, utilizing the same procedure as is currently utilized for shift openings. The first officer notified is considered forced in for the open shift, unless or until a less senior officer is able to be contacted. If the shift requires the officer to come in early they may leave after 8:50 minutes with supervisor approval.
- > With the 5-3 schedule, shift hours will continue to be posted annually by management, utilizing the same or similar shift sign-up sheet as has been used previously. At present time the respective shift hours are proposed as 5:30am-2:20pm, 1:30pm - 10:20pm and 9:30pm - 6:20am.
- > Shift trades will be minute for minute, following the same guidelines as are currently practiced for shift trades.
- > If there are no Sergeants scheduled to work during a respective shift, a Sergeant from another shift may be allowed/asked to flex with supervisor approval to cover those hours where no Sergeant is scheduled.
- > Either party, "The County" or the "OCDSA" may opt out of this agreement after one (1) year, with thirty (30) day written notice directed to the other party, which would effectively terminate this side bar agreement and return the Deputies affected to the 5-2/5-3 schedule and Detective Sergeant to 5-2, Monday through Friday previously in effect. Prior to termination of the agreement the parties may attempt to renegotiate the variables of this agreement with the intent of keeping the schedule relatively cost neutral as compared to the previous 5-2/5-3 schedule.

Dated this 16 of June, 2016

FOR THE COUNTY:



FOR THE OCDSA:



Proposed Contract Changes – DSA Contract 2026-2027

Between Outagamie County & Outagamie County Deputy Sheriff’s Association

<p>Article 9 – Overtime</p>	<p>Current Language: <u>9.02</u> – A call-in is defined as any time an employee is required to work outside of his or her normally scheduled hours except hours which are worked consecutively prior to or subsequent to the employee’s scheduled work hours. An employee shall be entitled to call-in pay when required to work outside of his normally scheduled hours as herein defined. The employee shall receive the greater of three (3) hours pay at the employee’s regular rate of pay or overtime pay for the actual hours worked, whichever is greater.</p> <p>Proposed Language: <u>9.02</u> – A call-in is defined as any time an employee is required to work outside of his or her normally scheduled hours except hours which are worked consecutively prior to or subsequent to the employee’s scheduled work hours. An employee shall be entitled to call-in pay when required to work outside of his normally scheduled hours as herein defined. The employee shall receive the greater of three (3) hours pay at the employee’s regular rate of pay or overtime pay for the actual hours worked, whichever is greater.</p> <p>As of January 1, 2027:</p> <p>A call-in is defined as any time an employee is required to work on short-notice (less than 24 hours) outside of his or her normally scheduled hours, including but not limited to court appearances. This minimum shall not apply to any call-in which is consecutively prior to or consecutively subsequent to the employee’s scheduled hours of work. Further, previously posted overtime (outside of 24 hours) shall not constitute a call-in, even if it remains unfilled with less than 24 hour notice. Any employee called in to work will be entitled to and shall receive their choice of two (2) hours overtime or three (3) hours of compensation time in addition to the actual hours worked, commencing when they report for duty.</p> <p>“Reporting for duty” begins when the deputy / officer logs on with dispatch from their patrol vehicle, arrives at the Sheriff’s Office, or responds directly to an active scene.</p> <p>An employee shall be entitled to minimum pay when required to work outside of his or her normally scheduled hours. For non-short-term overtime, the employee shall receive the greater of either two (2) hours overtime, three (3) hours of compensation time, or overtime for actual hours worked.</p>
<p>Article 12 - Vacations</p>	<p>Current Language: Current Language: <u>12.01</u> – The vacation policy for the Sheriff’s Department is as follows: 2 weeks of vacation upon hire 3 weeks of vacation after three (3) years of continuous service 4 weeks of vacation after eight (8) years of continuous service 5 weeks of vacation after fifteen (15) years of continuous service Continuous service shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days.</p>

12.02 – A week is defined as five (5) days of vacation for all employees.

12.06 – The Department Head shall have a vacation schedule available for employees on or before January 1 preceding the year vacations are to run, so that picking vacations can be by classification seniority by rank and subject to present procedure and practice. (In case utilization of classification seniority under this Article results in a tie, bargaining unit seniority will then be used.) Any vacation picks not made on such vacation schedule by March 1 of the year vacations are to run will be granted only as permitted by the Sheriff, regardless of seniority. The following vacation selection procedure will be followed:

- a) Classification seniority by rank will prevail as far as selection of an employee’s first week of vacation.
- b) After all employees have selected one week of vacation, each employee will be given a choice of his/her second week of vacation according to classification seniority by rank.
- c) The same procedure will be used until all accumulated vacation is posted.
- d) A list will be posted and any employee who does not have all of his or her vacation filled in by March 1 will not have seniority choice.
- e) This policy shall apply to all divisions of the Sheriff’s Department.

Proposed Language:

12.01 – The vacation policy for the Sheriff’s Department is as follows:

- 2 weeks of vacation upon hire
- 3 weeks of vacation after three (3) years of continuous service
- 4 weeks of vacation after eight (8) years of continuous service
- 5 weeks of vacation after fifteen (15) years of continuous service

Continuous service shall not include any period of layoff or unpaid leave of absence in excess of thirty (30) days.

Lateral hires granted a specific amount of vacation time at the discretion of the Employer at time of hire and indicated in offer letter shall accrue additional vacation hours based upon bargaining seniority related to the employee’s length of time with the Sheriff’s Office. For example, an employee hired and granted three (3) weeks of vacation at time of hire would equate to three (3) years of service and the employee would earn a fourth (4) week of vacation after five (5) years of employment with Outagamie County – equivalent to eight (8) years of service.

Maximum negotiated vacation is three (3) weeks for lateral hires.

12.02 – A week is defined as forty (40) hours of vacation for all employees. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive vacation benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee.

12.06 – The Sheriff or their designee shall have a vacation schedule available for employees on or before November 15 preceding the year vacations are to run, so that picking vacations can be by bargaining unit seniority. Vacation picks will be completed by December 15th preceding the year vacations are to run. The following vacation selection procedure will be followed:

- a) Bargaining unit seniority will prevail as far as selection of an employee’s first week of vacation.

	<p>b) After all employees have selected one week of vacation, each employee will be given a choice of their second week of vacation according to bargaining unit seniority.</p> <p>c) The same procedure will be used until all accumulated vacation is posted which includes single day picks by bargaining unit seniority.</p> <p>d) Any employee who does not have all of their vacation picks filled by December 15 preceding the year vacations are to run will not have bargaining unit seniority choice for vacation selections.</p> <p>e) This policy will apply to all divisions of the Sheriff's Office under this agreement.</p> <p>Any vacation picks not made during this annual vacation pick schedule are to be submitted seventy-two (72) hours prior to the requested time-off. Vacation requests within seventy-two (72) hours will be approved or denied by management based on agency needs and the ability to cover the shift without incurring overtime costs.</p>
<p>Article 13 – Sick Leave <i>(change day to 8 hours and remove 6 month waiting period)</i></p>	<p>Current Language: <u>13.01</u> - Every full-time employee of the department shall be entitled to sick leave of one (1) workday with pay for each completed month of service after satisfactory completion of six (6) months service from the date of initial employment. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive sick leave benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee. A completed month of service is any month in which the employee has received pay for at least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral pay, and for employees working a 5-2 schedule, holiday pay.</p> <p>Proposed Language: <u>13.01</u> - Every full-time employee of the department shall be entitled to sick leave of eight (8) hours with pay for each completed month of service. Permanent part-time employees who work at least an average of thirty (30) hours per week shall receive sick leave benefits on the above basis pro-rated according to actual time worked in relation to a full-time employee. A completed month of service is any month in which the employee has received pay for at least ten (10) regular workdays. "Pay" includes regular pay, sick leave pay, vacation pay, funeral pay, and for employees working a 5-2 schedule, holiday pay.</p>
<p>Article 13 – Sick Leave <i>(move health retirement information to health insurance section)</i></p>	<p>Current Language: <u>13.07</u> - On separation from County service, all sick leave credits shall be canceled and may not be reinstated or paid for; except on a statutory retirement or after twenty (20) years of continuous employment by the County, all of accumulated sick leave shall be paid up to one hundred twenty (120) days at the rate of pay in existence at the time of retirement or termination.</p> <p>An employee who retires shall be allowed, upon written request therefore, to remain in the health insurance program up to the age the employee is eligible for Medicare or is covered by another group health insurance program that is paid for by another employer, provided the employee pays the full amount of the following month's premium to the Outagamie County Treasurer as required by COBRA regulations.</p> <p>This item is open for reconsideration during the contract period, should the Association determine that all members wish to transition to sick leave credits rather than payout.</p> <p>Proposed Language: <u>13.07</u> - On separation from County service, all sick leave credits shall be canceled and may not be reinstated or paid for; except on a statutory retirement or after twenty (20) years of continuous employment by the County, all of accumulated sick leave shall be paid up to one hundred twenty (120) days at the rate of pay in existence at the time of retirement or termination.</p>

	<p>This item is open for reconsideration during the contract period, should the Association determine that all members wish to transition to sick leave credits rather than payout.</p> <p>Article 27 – Health Insurance and Dental Insurance</p> <p>Add Section</p> <p><u>27.10</u> - An employee who retires shall be allowed to remain in the health insurance program pursuant to Outagamie County Health Plan language and as approved by County Board resolution.</p>
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<p>Article 18 – Funeral Leave <i>(align funeral leave with all County employee benefit)</i></p>	<p>Current Language:</p> <p><u>18.01</u> – All permanent full-time employees shall be entitled to a three-day leave with pay, due to the death of an immediate family member. Such leave will be granted at the employee’s regular straight-time rate and shall be limited to the regularly scheduled time lost within the period beginning with the day of funeral leave and continuing through the day after the funeral. For purposes of funeral leave, immediate family is defined to include the employee’s spouse, parent, child, parent-in-law, step-parent, step-child, stepbrother, step-sister, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.</p> <p><u>18.04</u> – Permanent part-time employees shall be entitled to a one-day leave with pay, due to the death of an immediate family member. Such leave shall be limited to one (1) funeral per year.</p> <p>Proposed Language:</p> <p><u>18.01</u> – All full time employees are eligible for bereavement leave pay consistent with all other county employees as outlined in the Employee Handbook</p> <p><u>18.04</u> – Permanent part-time employees who work at least an average of thirty (30) hours per week shall be entitled to a one (1) day leave with pay, due to the death of an immediate family member. The hour equivalent of the term “day” is determined by the proration factor of the employee, with a maximum factor of eight (8) hours per day.</p>
<p>Article 22 – Salaries</p>	<p>Current Language:</p> <p><u>22.06</u> – In the event an employee is promoted to a position in a higher classification, the employee’s entrance rate in the higher classification shall be at the step in the higher classification which provides an increase in pay. Succeeding advancements to higher pay steps in the higher classifications shall be made at the beginning of the pay period following completion of the appropriate anniversary year of promotion. Such promoted employees shall be eligible for longevity rates as follows:</p> <ul style="list-style-type: none"> a) <u>1st Longevity Rate.</u> (After 4 Years) – An employee must have been employed by the County in a position in this bargaining unit for at least four (4) years, and have also spent one year at the maximum rate for the classification into which the employee was promoted. (Note: This provision is inapplicable to those employees whose entrance rate in the classification to which the employee was promoted is the first longevity rate.) b) <u>2nd Longevity Rate.</u> (After five years) – An employee must have been employed by the County in a position in this bargaining unit for at least five (5) years, and have also spent one (1) year at the first longevity rate for the classification into which the employee was promoted.

	<p>Proposed Language: Additions to Base Salary Pay for Specialized Employees:</p> <p><u>\$1.00 Addition to Base Pay:</u> School Resource Officer (SRO)* and Criminal Justice Unit (CJU) Corporal</p> <p><u>\$0.75 Addition to Base Pay (beginning January 1, 2027):</u> Members of the Lake Winnebago Area Metropolitan Enforcement Group (MEG)/specialist Investigation Unit (SIU), Field Training Officer (FTO)**, and Detective Sergeant</p> <p>*School Resource Officers are eligible for the additional pay beginning January 1, 2027. ** Until January 1, 2027, Field Training Officer (FTO) will receive \$1.25 for hours while training.</p> <p>For purposes of the additional base pay A Field Training Office (“FTO”) shall be defined as an Employee that meets the following criteria:</p> <ol style="list-style-type: none"> 1. Has successfully completed the Field Training Instructor Program; 2. The FTO is assigned a patrol trainee <p>Payment shall be effective the first day the FTO is assigned a trainee. The employee designated as an FTO under this Section shall receive the FTO pay differential for all hours worked during the entire six (6) month period, regardless of whether the trainee is physically present during any specific shift.</p> <p>If an employee qualifies under both categories, the employee shall be paid at the higher amount.</p>
<p>Article 24 – Professional Improvement Program <i>(remove and replace with Continuing Education Program)</i></p>	<p>Current Language:</p> <p><u>24.01</u> – For every three (3) credits or their equivalent obtained while employed by the County in the Police Administration Program offered by the University of Wisconsin-Oshkosh or credits equivalent as certified by the University of Wisconsin-Oshkosh, or the Police Science Technology Curriculum offered by the Fox Valley Technical College, the employee shall receive the sum of \$5.00 per month. In the event of any change in the program, curriculum or courses which were offered by the University of Wisconsin-Oshkosh or by the Fox Valley Technical College, the question of whether such changed program, curriculum or courses will be paid for under this Article will be discussed first between the County and the Association. In the event of any dispute which remains unresolved after such discussions, such dispute shall be processed through the grievance procedure and the standard to be applied in such grievance procedure is whether such changed program, curriculum or course is reasonably related to the program or pertain to recommended police science technology.</p> <p><u>24.02</u> – Payment as provided herein shall be in addition to any other salary or benefits to which the employee may be entitled and payment shall be made in the first pay period immediately following evidence of satisfactory completion of the courses of instruction above described.</p> <p><u>24.03</u> – All full-time employees who have completed probation are eligible to participate in the Professional Improvement Program herein set forth, provided however, that all employees must give written notice to the Sheriff prior to commencing any course.</p> <p><u>24.04</u> – No employee shall receive more than the equivalent of six (6) credits in any one (1) year. Credits earned in addition to the yearly maximum allowed hereunder may be accumulated for payment at a future date, but in no event shall the aforesaid payments exceed the maximum allowable of six (6) credits per year. Total payments under this program shall be limited to payments for a maximum of 65 credits.</p> <p><u>24.05</u> – Satisfactory completion of the course is defined as a grade point of C or above.</p>

	<p><u>24.06</u> – The County will reimburse an employee up to \$100 per year toward the cost of any required books and tuition for the course of instruction above described, provided however, that such reimbursement will not be made if the employee is eligible for such payments from any other state, federal or private program. Such reimbursement will be made in the first pay period immediately following evidence of satisfactory completion of the course of instruction. Student classroom and study hours shall not be considered as work hours nor be subject to compensation.</p> <p>Proposed Language: Article 24 – Continuing Education Program <u>24.01</u> – Employees shall be eligible for the Continuing Education Program available to all County employees as set forth in the Employee Handbook.</p>
<p>Article 25 – Retirement contribution</p>	<p>Current Language: <u>25.01</u> - Employees hired before July 1, 2011 will make the same employee required contribution to the Wisconsin Retirement System as the “Protective with Social Security” category of employees, up to a maximum of seven percent (7.0%) of their earnings. Should the employee required contribution to the Wisconsin Retirement System of the “Protective with Social Security” category of employees exceed seven percent (7.0%), the employer will pay any additional sum owed.</p> <p>Proposed Language: <u>25.01</u> – The employee shall contribute the full amount of the employee’s share to the Wisconsin Retirement System (WRS) as determined by the Employee Trust Fund (ETF).</p>
<p>Article 26 – Life Insurance <i>(change eligibility from 6 months to 1 full month)</i></p>	<p>Current Language: <u>26.01</u> – The Employer shall make available to permanent full-time employees a Term Life Insurance policy in the amount of fifty thousand dollars (\$50,000). The Employer shall pay one hundred percent (100%) of the premium and such permanent full time employees will be eligible to participate in the County’s life insurance program commencing on the first of the month following six (6) months of employment. The employees shall have conversion privileges as determined by the Employer’s life insurance carrier.</p> <p>Proposed Language: <u>26.01</u> – The Employer shall make available to permanent full-time employees a Term Life Insurance policy in the amount of fifty thousand dollars (\$50,000). The Employer shall pay one hundred percent (100%) of the premium and such permanent full time employees will be eligible to participate in the County’s life insurance program commencing on the first of the month following one (1) full month of employment. The employees shall have conversation privileges as determined by the Employer’s life insurance carrier.</p>
<p>Long-Term Disability</p>	<p>Article 26 – Life Insurance</p> <p>Recommend Change to: Article 26 – Life & Disability Insurance</p> <p>26.03 – All full-time employees shall be entitled to the Outagamie County Group Long Term Disability Insurance coverage as outlined in the Employee Handbook.</p>
<p>Article 27 – Health and Dental Insurance <i>(consistent contribution structure for all employees)</i> <i>HDHP – currently 91%</i></p>	<p>Current Language: <u>27.01</u> – Effective April 1, 2019, in the event the County offers its eligible employees a group health hospital/surgical low deductible plan, the Employer’s contribution level toward the monthly premium shall be an amount representing eighty-five percent (85%) of the premium, and for employees desiring and eligible for single or family coverage the employee’s contribution level toward the monthly group health low-deductible plan premium shall be an amount representing fifteen percent (15%) of the premium.</p>

<p>LDHP – currently 82% (11 EEs)</p>	<p><u>27.02</u> - Effective April 1, 2019, in the event the County offers its eligible employees a plan that meets the IRS guidelines for a Health Savings Account Health Plan (HSAHP), the employee premium contribution towards the HSAHP shall be ten percent (10%) for full time employees.</p> <p>Proposed Language: <u>27.01</u> – Effective January 1, 2026, in the event the County offers its eligible employees a group low deductible health plan (LDHP), the Employee’s contribution level toward the monthly premium including incentives shall be consistent with other county employees but not to exceed twenty percent (20%) of the premium for full-time employees. <u>27.02</u> – Effective January 1, 2026, in the event the County offers its eligible employees a plan that meets the IRS guidelines for a High Deductible Health Plan with a Health Savings Account (HDHP-HSA), the Employee’s contribution level toward the monthly premium including incentives shall be consistent with other county employees but not to exceed twelve percent (12%) for full time employees.</p>
<p>Article 27 – Health Insurance and Dental Insurance <i>(delete prohibited subject pursuant to matter resolved in prior negotiations – sections c and d)</i></p>	<p>Current Language: <u>27.09</u> - Effective on the first pay period following December 31st for employees who are enrolled in the HSAHP, the County will contribute to an employee’s Health Savings Account (HSA).</p> <ul style="list-style-type: none"> a) For new employees who enroll in the HDHP after January first of the calendar year, the County will contribute a prorated amount to the employee’s HSA for that calendar year. b) Increase in Health Plan Deductible. In the event that an increase in the health plan’s annual deductible is necessary in order for the plan to qualify as a HDHP under federal or state regulations, the County agrees to increase its annual contribution to each employee’s HSA by an amount equal to fifty-three and thirty-three hundredths percent (53.33%) of the increase in the deductible. c) HSA – Payroll Deduction. As allowed by law, the County agrees to allow employees to contribute, through payroll deduction, additional funds to their HSA up to the amount allowed by the IRS. d) Hold Harmless. The County will be held harmless for any employee eligibility issues or tax consequences caused by outside insurance coverage, inappropriate withdrawals, payroll deductions in excess of the allowable limits, or other matters beyond the County’s control that would interfere with an employee’s HSA eligibility. <p>Proposed Language: <u>27.09</u> - Effective on the first pay period following December 31st for employees who are enrolled in the HSAHP, the County will contribute to an employee’s Health Savings Account (HSA).</p> <ul style="list-style-type: none"> a) For new employees who enroll in the HDHP after January first of the calendar year, the County will contribute a prorated amount to the employee’s HSA for that calendar year. b) Increase in Health Plan Deductible. In the event that an increase in the health plan’s annual deductible is necessary in order for the plan to qualify as a HDHP under federal or state regulations, the County agrees to increase its annual contribution to each employee’s HSA by an amount equal to fifty-three and thirty-three hundredths percent (53.33%) of the increase in the deductible.
<p>Article 35 – Term of Agreement</p>	<p>Current Language: n/a</p> <p>Proposed Language: <u>ADD - 35.03</u> – the undersigned parties agree that as part of the 2026-2028 Collective Bargaining Agreement, retroactive payment of wages and benefits will be made only to employees on the payroll as of the date the County Board ratifies the 2026-2028 contract, and to employees who retired or died on and after January 1, 2026 up to and including the date the County Board ratifies the 2026-2028 Contract.</p>

<p>Article 23 – Replace Longevity with Detective On-Call</p>	<p>Current Language: The longevity plan as set forth in Appendix “A”, which is attached hereto and incorporated herein shall be effective for the period of this Agreement.</p> <p>Proposed Language: 23.01 - Deputies currently assigned the role of detective will work a rotating week of on-call responsibilities. A week begins on Friday at 08:00 am and ends on the following Friday at 08:00 am when the next detective begins their week. The on-call rotation will consist of a seven-week rotating schedule, with each detective working an on-call week. The rotation will continually roll over, year over year, to provide variety in the weeks detectives are assigned on-call.</p> <p>23.02 - “On-Call” is defined as being available to report for duty within one hour of receiving notification from Sheriff’s Office administration of being called in to work. “Reporting for Duty” begins when the detective logs-on with dispatch from their department vehicle, arrives at the Sheriff’s Office, or responds directly to an active scene.</p> <p>23.03 - Detectives will receive eight (8) hours compensatory time for each on-call week, with an addition of two (2) hours compensatory time for each holiday a detective is on-call. Detectives will also receive compensation for hours worked, which includes overtime and call-in pay as defined in Article 9 of this agreement.</p> <p>23.04 - Detectives are allowed to trade or give away full on-call weeks to another detective. A detective who covers an entire on-call week is entitled to compensatory time for the on-call week. Detectives may also trade individual days of on-call at the discretion of the Detective Captain or designee. Detectives will not receive any compensatory time for individual days covered for another detective, except in the case of a covered holiday. In that case, the detective who is on-call for a defined holiday would be entitled to two (2) hours of compensatory time for each holiday on-call.</p>																																																																																																																								
<p>Appendix A <i>(removed old salary schedules)</i></p>	<table border="1"> <thead> <tr> <th colspan="12">2026 Salary Schedule</th> </tr> <tr> <th>Grade</th> <th>Job Title</th> <th>Step 1</th> <th>Step 2</th> <th>Step 3</th> <th>Step 4</th> <th>Step 5</th> <th>Step 6</th> <th>Step 7</th> <th>Step 8</th> <th>Step 9</th> <th>Step 10</th> </tr> </thead> <tbody> <tr> <td>16</td> <td>Sergeant</td> <td>\$ 35.87</td> <td>\$ 36.59</td> <td>\$ 37.69</td> <td>\$ 38.82</td> <td>\$ 40.37</td> <td>\$ 41.98</td> <td>\$ 43.03</td> <td>\$ 43.89</td> <td>\$ 44.77</td> <td>\$ 45.67</td> </tr> <tr> <td>14</td> <td>Patrol Officer</td> <td>\$ 33.50</td> <td>\$ 34.00</td> <td>\$ 35.01</td> <td>\$ 36.41</td> <td>\$ 37.14</td> <td>\$ 38.63</td> <td>\$ 39.78</td> <td>\$ 40.98</td> <td>\$ 41.80</td> <td>\$ 42.63</td> </tr> <tr> <td>12</td> <td>PT Officer (CJU/Airport)</td> <td>\$ 31.62</td> <td>\$ 32.10</td> <td>\$ 33.06</td> <td>\$ 34.05</td> <td>\$ 35.25</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="12">2027 Salary Schedule</th> </tr> <tr> <th>Grade</th> <th>Job Title</th> <th>Step 1</th> <th>Step 2</th> <th>Step 3</th> <th>Step 4</th> <th>Step 5</th> <th>Step 6</th> <th>Step 7</th> <th>Step 8</th> <th>Step 9</th> <th>Step 10</th> </tr> </thead> <tbody> <tr> <td>16</td> <td>Sergeant</td> <td>\$ 36.14</td> <td>\$ 37.22</td> <td>\$ 38.34</td> <td>\$ 39.68</td> <td>\$ 41.07</td> <td>\$ 42.30</td> <td>\$ 43.57</td> <td>\$ 44.88</td> <td>\$ 46.23</td> <td>\$ 47.15</td> </tr> <tr> <td>14</td> <td>Patrol Officer</td> <td>\$ 34.00</td> <td>\$ 34.58</td> <td>\$ 35.62</td> <td>\$ 36.77</td> <td>\$ 37.97</td> <td>\$ 39.11</td> <td>\$ 40.28</td> <td>\$ 41.49</td> <td>\$ 42.74</td> <td>\$ 44.02</td> </tr> <tr> <td>12</td> <td>PT Officer (CJU/Airport)</td> <td>\$ 31.62</td> <td>\$ 32.10</td> <td>\$ 33.06</td> <td>\$ 34.05</td> <td>\$ 35.76</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	2026 Salary Schedule												Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	16	Sergeant	\$ 35.87	\$ 36.59	\$ 37.69	\$ 38.82	\$ 40.37	\$ 41.98	\$ 43.03	\$ 43.89	\$ 44.77	\$ 45.67	14	Patrol Officer	\$ 33.50	\$ 34.00	\$ 35.01	\$ 36.41	\$ 37.14	\$ 38.63	\$ 39.78	\$ 40.98	\$ 41.80	\$ 42.63	12	PT Officer (CJU/Airport)	\$ 31.62	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.25						2027 Salary Schedule												Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	16	Sergeant	\$ 36.14	\$ 37.22	\$ 38.34	\$ 39.68	\$ 41.07	\$ 42.30	\$ 43.57	\$ 44.88	\$ 46.23	\$ 47.15	14	Patrol Officer	\$ 34.00	\$ 34.58	\$ 35.62	\$ 36.77	\$ 37.97	\$ 39.11	\$ 40.28	\$ 41.49	\$ 42.74	\$ 44.02	12	PT Officer (CJU/Airport)	\$ 31.62	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.76					
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	<p>All step and cost of living adjustment (COLA) increases will occur the first pay period of the calendar year which includes January 1st of the applicable year. Employees hired or promoted between October 1 and December 31 of the year prior to January 1 of the applicable year will be ineligible for the step increase but will receive the COLA.</p>																																																																																																																								
<p>Other Changes <i>(language clean-up)</i></p>	<p>Law Enforcement Specialist to Sergeant or Detective Sergeant as applicable Staff Sergeant to Lieutenant Undersheriff to Chief Deputy Sheriff’s Department to Sheriff’s Office Department Head to Sheriff or designee Supervisor to Sheriff or designee Management to Sheriff or designee</p>																																																																																																																								

RESOLUTION NO.: 138—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Clerk of Courts Office is requesting to amend their Table of Organization (TO)
2 by reclassifying one (1) Office Specialist position from full-time to part-time and
3 reclassifying one (1) Account Technician position from part-time to full-time.
4

5 The Office Specialist position is currently vacant; therefore, the department is able
6 to reduce to part-time by making some adjustments with a floating position to
7 ensure customer service remains high. Increasing the Account Technician position
8 to full-time will provide the ability to process outstanding debt collection efforts,
9 which in turn will increase revenues.
10

11 There is no fiscal impact for this change.
12

13 NOW THEREFORE, the undersigned members of the Legislative/Audit and Human
14 Resources Committee recommend adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve an in-
16 year Table of Organization request to reclassify one (1) Office Specialist position from full-time
17 to part-time and reclassify one (1) Account Technician position from part-time to full-time in the
18 Clerk of Courts Office effective December 28, 2025, with no fiscal impact, as noted on the attached
19 Position Classification/Grade Change Forms – 2025 In Year, Position Descriptions, and Table of
20 Organization, which by reference are made a part hereof, and

21 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a
22 copy of this resolution to the Outagamie County Human Resources Director and the Outagamie
23 County Clerk of Courts.

24 Dated this ____ day of December 2025
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Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

Sara MacDonald

Ryan Ferguson

John Kostelny

Sarah Weinberg

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

POSITION CLASSIFICATION/GRADE CHANGE FORM - 2025 IN YEAR	
Completion Checklist	
<ul style="list-style-type: none"> o A visual of your proposed Table of Organization o Job description for the position requested below, highlighting any changes from current JD 	
Request Details	
Effective Date of Requested Change:	28-Dec-25
Department:	Clerk of Courts
Department Head:	Barb Bocik
Cost Center Number:	
Position Title:	Account Technician
Current Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non-Exempt
Proposed Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non-Exempt
Current Pay Grade of Position:	125
Proposed Pay Grade of Position:	125
New Step(s) in New Grade:	1
Number of Employees: (if more than 1, complete the "Multiples" worksheet)	1
Reclass Justification	
Briefly summarize why this Classification Change is needed, as well as areas of revenue and savings.	
<p>We have an open Office Specialist position that we are able to reduce to Part-time by making some adjustments with float position to ensure customer service remains high. By increasing the Account Technician position from Part-time (20 hours) to Full-time (40 hours) per week we will increase our ability to process our outstanding debt collection efforts which in turn will increase our revenues from these outstanding debts.</p>	
Employee Impacted By This Change (if no one in position - leave blank)	
Open Position	
Fiscal Data	
How will this position change be funded (choose from drop-down list)?	
NET PROJECTED 2025 EXPENDITURES - Amounts must agree to amounts included in the proposed budget.	
Salary	\$ 23,514
Fringe Benefits	\$ 10,720
Other (Describe):	\$ -
Other (Describe):	\$ -
TOTAL EXPENDITURES	\$ 34,234
COST SAVINGS OR INCREASED REVENUES:	
Please list below the additional revenues pertaining to this position and/or cost savings (reductions in expenditures) that will be shown in the budget.	
<i>Description</i>	<i>Dollar Value (enter as negative)</i>
Reduce Office Specialist to Part-time	\$ (34,234)
	\$ -
	\$ -
TOTAL COST SAVINGS/REVENUES	\$ (34,234)
NET COUNTY COST (Levy/Fund Balance)	\$ 0
TO BE COMPLETED BY HUMAN RESOURCES:	
Reviewed by HR	
County Executive Decision (Approved/Denied)	

11/17/25, 11:31 AM

Outagamie County - Class Specification Bulletin

Now Hiring Employees Invested in Serving!

Outagamie County
Account Technician (I) in the Clerk of Courts

CLASS CODE	1130-2	SALARY	\$22.39 - \$29.21 Hourly
ESTABLISHED DATE	June 01, 2017	REVISION DATE	December 24, 2025

Position Purpose

Under the supervision of the Finance Supervisor, the Account Technician (I) is responsible for handling, balancing and reconciling various monetary transactions related to the Clerk of Courts office

Key Responsibilities

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

- Reconciles accounts and cash drawer; computes payments and/or collects, verifies and issues receipts for various fees, fines, and other court ordered payments.
- Greets and answers questions for general public and various agencies.
- Works with defendants to calculate and set up payment plans.
- Enacts enforcement procedures for collections.
- Enters data relating to transactions in State computerized data system
- Reviews and receives filings for the courts
- Authenticates court records and documents as appropriate.
- Assists court personnel maintaining the court record relative to financial activity.
- Works with court personnel, Deputy Court Clerks, law enforcement and other agencies to quash warrants, communicates other information as necessary.
- Works with the jail to receipt in bonds.
- Helps all areas of the Clerk of Courts with scanning in documents into the electronic system
- Works with law enforcement in processing search warrants
- Prepares various invoices
- Receipts in and works with various collection agencies including State Debt Collection, Tax Intercept and other collection agencies utilized to recover outstanding debt
- Acts as a notary public
- Completes mass mailings
- Maintains regular and predictable attendance, works overtime/extra hours as required.
- Performs other duties as assigned.

Education/Certifications/Experience Requirements

- High school graduate with experience or additional course work in bookkeeping, accounting or related course work.

11/17/25, 11:31 AM

Outagamie County - Class Specification Bulletin

- Minimum 1 year experience accurately dealing with large sums of money.
- Minimum of 1 year working with the general public.
- Experience with computerized systems.
- Or any combination of education and experience that provides equivalent knowledge, skills, and abilities.

Required or Preferred Skills

- Knowledge of and demonstrated ability to conform to goals, policies, and procedures of the Department as well as the Outagamie County Work Rules and Terms of Employment.
- Ability to work effectively with co-workers, the general public and members of all socioeconomic groups by using tact, respect, diplomacy, cooperation and strong interpersonal communication skills.
- Ability to add, subtract, multiply, divide, figure simple mathematical calculations, and maintain proper bookkeeping practices.
- Ability and skill in handling large sums of cash with accuracy.
- Ability to work under pressure and meet deadlines.
- Ability to proficiently and accurately use the keyboard, including the 10-key number pad.
- Demonstrated proficiency with typing.
- Knowledge of and ability to use standard office equipment including calculator, computer, fax, photocopier, telephone, computerized systems and various software packages.
- Ability to organize and schedule work cooperatively and effectively with co-workers.
- Ability to communicate, write legibly, quickly understand and follow written and oral instructions.
- Ability to maintain confidentiality and accountability.
- Ability to work independently, make sound decisions, use good judgment, and solve problems.
- Knowledge of pertinent State and Federal rules and regulations.
- Ability to maintain large filing systems.
- Ability to walk, stoop, climb, bend, stretch; push, pull and lift up to 20 pounds, understanding and utilizing proper body mechanics.

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

Equipment/Software Needs

POSITION CLASSIFICATION/GRADE CHANGE FORM - 2025 IN YEAR	
Completion Checklist	
<ul style="list-style-type: none"> o A visual of your proposed Table of Organization o Job description for the position requested below, highlighting any changes from current JD 	
Request Details	
Effective Date of Requested Change:	28-Dec-25
Department:	Clerk of Courts
Department Head:	Barb Bocik
Cost Center Number:	
Position Title:	Office Specialist
Current Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non-Exempt
Proposed Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non-Exempt
Current Pay Grade of Position:	125
Proposed Pay Grade of Position:	125
New Step(s) in New Grade:	1
Number of Employees: (if more than 1, complete the "Multiples" worksh	1
Reclass Justification	
Briefly summarize why this Classification Change is needed, as well as areas of revenue and savings.	
We have an open Full-time Office Specialist position that we are able to reduce to Part-time by making some adjustments with float position to ensure customer service remains high. We would move these hours to increase the Account Technician position from Part-time (20 hours) to Full-time (40 hours) per week we will increase our ability to process our outstanding debt collection efforts which in turn will increase our revenues from these outstanding debts	
Employee Impacted By This Change (if no one in position - leave blank)	
Open Position	
Fiscal Data	
How will this position change be funded (choose from drop-down list)?	
NET PROJECTED 2025 EXPENDITURES - Amounts must agree to amounts included in the proposed budget.	
Salary	\$ (23,514)
Fringe Benefits	\$ (10,720)
Other (Describe):	\$ -
Other (Describe):	\$ -
TOTAL EXPENDITURES	\$ (34,234)
COST SAVINGS OR INCREASED REVENUES:	
Please list below the additional revenues pertaining to this position and/or cost savings (reductions in expenditures) that will be shown in the budget.	
<i>Description</i>	<i>Dollar Value (enter as negative)</i>
Move 20 hours to Account Technician position	\$ 34,234
	\$ -
	\$ -
TOTAL COST SAVINGS/REVENUES	\$ 34,234
NET COUNTY COST (Levy/Fund Balance)	\$ -
TO BE COMPLETED BY HUMAN RESOURCES:	
Reviewed by HR	
County Executive Decision (Approved/Denied)	

11/17/25, 1:41 PM

Outagamie County - Class Specification Bulletin

 Now Hiring Employees Invested in Serving!

**Outagamie County
Office Specialist (Clerk of Courts)**

CLASS CODE	1120-2	SALARY	\$22.39 - \$29.21 Hourly
ESTABLISHED DATE	May 03, 2017	REVISION DATE	June 19, 2025

Position Purpose

Reporting to the Chief Deputy, the Office Specialist performs a variety of administrative tasks related to the operations of the department such as customer service, scanning, filing, opening/sorting mail, answering phones, and assisting Deputy Court Clerks.

Key Responsibilities

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

- Scans court documents and entire contents of court records. This includes back-scanning of older court case files on a daily basis.
- Provides daily customer service at the front counter by assisting the public with filings, answering questions, and processing passport applications.
- Files documents in court records on site as well as in our off-site storage facility on a daily basis.
- Retrieves, opens, sorts and disseminates mail to appropriate personnel. Prepares outgoing mail.
- Answers telephone calls, takes accurate messages and screens/refers calls by providing general information to the public
- Copies files which are requested by the public or attorneys, etc.
- Data entry and other case management duties.
- Serve as a passport agent.

Education/Certifications/Experience Requirements

- High School graduate or GED;
- Three years administrative experience including extensive public contact and strong interpersonal skills;
- OR any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must be a U.S. Citizen

Required or Preferred Skills

- Ability to scan and proof documents accurately.
- Ability to file accurately using alpha and numerical filing systems.
- Ability to interact with the general public and members of all socioeconomic groups using tact, respect, diplomacy, cooperation and strong interpersonal communication skills.
- Knowledge of correct grammar, spelling, and punctuation.

11/17/25, 1:41 PM

Outagamie County - Class Specification Bulletin

- Ability to adapt to change and be open to new processes and procedures.
- Ability to budget time and schedule work effectively and cooperatively with coworkers and immediate team members.
- Knowledge of modern office practices, procedures and equipment. Ability to operate the following: computers using the software utilized by the department, copier, fax, and multi-line telephone.
- Demonstrated typing proficiency.
- Ability to maintain confidentiality.
- Ability to lift, carry, push, pull; or otherwise move objects up to 45 pounds, understanding and utilizing proper body mechanics.

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

POSITION COUNT	2023		2024		2025		2026	
	FT	PT	FT	PT	FT	PT	FT	PT
REGULAR POSITIONS:								
<u>COST CENTER 1000500</u>								
ACCOUNT TECHNICIAN	2	0	4	0	2	0	2	1
DEPUTY ACCOUNT CLERK	2	0	0	0	2	0	2	0
CHIEF DEPUTY CLERK OF COURTS	1	0	1	0	1	0	1	0
CLERK OF COURTS	1	0	1	0	1	0	1	0
DEPUTY CLERK OF COURT	18	0	18	0	18	0	18	0
FINANCE SUPERVISOR	1	0	1	0	1	0	1	0
OFFICE SPECIALIST	3	0	3	0	3	0	3	0
RECORDS SPECIALIST	2	0	2	0	2	0	2	0
COST CENTER TOTALS	30	0	30	0	30	0	30	1
TOTAL POSITIONS - REGULAR:	30	0	30	0	30	0	30	1
TOTAL ALL POSITIONS:	30	0	30	0	30	0	30	1

ORDINANCE NO.: H—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Outagamie County Code of Ordinances Sec. 36-166 and §349.15 Wis. Stats., provide that
2 Outagamie County has the authority to designate or modify weight limitations and
3 classify highways in Outagamie County. Sec. 36-166 further establishes a list of current
4 Class B Highways that may be changed as highway conditions change. This list has been
5 updated for Board consideration to amend the list as shown below.
6

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

9 BE IT ORDAINED, that the Outagamie County Board of Supervisors does amend Sec. 36-166,
10 Highways designated as Class B, of the Outagamie County Code of Ordinances to read as follows
11 (deletions struck through and in red):

CTH	Location
"EE"	All
"FF"	All
"GG"	All
"MM"	All
"PP"	All
"UU"	All
"WW"	From CTH "D" to STH 76
"XX"	All
"B"	All
"F"	From CTH "D" to CTH "M"
"G"	From Mainline Drive to CTH "Y"
"I"	All
"J"	From CTH "C" to CTH "E" "O" From STH 76 to CTH "A"
"O"	From STH 76 to CTH "A"
"O"	From CTH "EE" to CTH "E"
"p"	All
"U"	CTH "J" to East County Line
"W"	All
"X"	All
"Z"	From Haas Road to Outagamie Road

1 BE IT FURTHER ORDAINED, that this ordinance shall be in effect upon approval by the
2 County Board of Supervisors, publication per Wisconsin State Statute §§59.14 and 66.0103, and
3 removal of associated highway signage as required by Wisconsin State Statutes, and

4 BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a copy
5 of this ordinance to the Outagamie County Highway Commissioner and Municipal Code Corporation for
6 inclusion in the Outagamie County Code of Ordinances.

7 Dated this ____ day of December 2025

8
9 Respectfully Submitted,

10
11 HIGHWAY, RECYCLING AND SOLID
12 WASTE COMMITTEE

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16 _____
17 Joy Hagen

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21 _____
22 Daniel Nejedlo

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27 Jason Wegand

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32 Dennis Clegg

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36 Steve Thiede

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

38 Signed: _____
39 Board Chairperson

_____ County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive