

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

Office of the County Clerk, May 12, 2026.

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

1. ROLL CALL of the Board of Supervisors. Board Chairperson requests the Board's confirmation regarding excused members.
2. PLEDGE OF ALLEGIANCE - Offered by Chairperson Gabrielson.
3. MINUTES OF THE APRIL 21, 2026 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
  - A. Recognition of former County Board Supervisors Mike Janke and Mike Smith, and staff
  - B. Abe Weber, Appleton International Airport Director, will give a presentation on the ATW/Gulfstream Aircraft Fuel Farm System Construction Project at the Airport
5. ESTABLISH ORDER OF THE DAY
6. COMMUNICATIONS
  - A. Communication Referral List
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 Michael Smith (alternate) to the Criminal Justice Coordinating Council, term expiring April 30, 2028.
  - B. County Executive Nelson nomination for reappointment of Joy Hagen (alternate) to the Appleton (Fox Cities) Metropolitan Area Planning Organization Policy Board, term expiring April 2028.
  - C. County Executive Nelson nomination for appointment of Seth Jacobson to the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Oversight Committee.
  - D. County Executive Nelson nomination for reappointments of Kevin Englebert (alternate), Lee Hammen, and Karen Lawrence to the East Central Wisconsin Regional Planning Commission (ECWRPC), terms expiring April 30, 2028.
  - E. County Board Chair Gabrielson nomination for reappointments of Jayson Winterfeldt, Yvonne Monfils, John Kostelny (Chair), and John Cuff to the Employee Child Care Center Renovation Project Oversight Committee, terms expiring April 2028.

- F. County Board Chair Gabrielson nomination for appointment of Amy Ristow to the CAP Services Board of Directors, term expiring April 2028.
  - G. County Board Chair Gabrielson nomination for reappointment of Rick Lautenschlager to the Land Information Council, term expiring April 2028.
  - H. County Board Chair Gabrielson nomination for reappointment of Jeffrey McCabe to the Mississippi Health Services Commission, term expiring April 2028.
  - I. County Board Chair Gabrielson nomination for reappointments of Joy Hagen, John Cuff, and Lee Hammen to the Greenway Implementation Committee, terms expiring April 2028.
  - J. County Board Chair Gabrielson nomination for reappointments of Dean Culbertson (Chair), Lee Hammen, Dan Gabrielson, and Chris Croatt to the Appleton International Airport Terminal Expansion Oversight Committee, terms expiring April 2028.
  - K. County Board Chair Gabrielson nomination for reappointments of Dean Culbertson (Chair), Chris Croatt, and appointment of Lee Hammen to the Plamann Park Pavilion Construction Project Oversight Committee, terms expiring April 2028.
  - L. County Board Chair Gabrielson nomination for reappointments of Joy Hagen (Chair), Dan Nejedlo, Rick Lautenschlager, Karen Lawrence and appointment of Lee Hammen to the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Plan Oversight Committee, terms expiring April 2028.
  - M. County Board Chair Gabrielson nomination for reappointments of Lee Hammen, Dan Nejedlo, Chris Croatt, and appointment of Yvonne Monfils (Chair) to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee, terms expiring April 2028.
  - N. County Board Chair Gabrielson nomination for reappointments of Katrin Patience, Karen Lawrence, Cathy Thompson, Dan Gabrielson, Christine Lamers (alternate), Chris Croatt (alternate), Dean Culbertson (alternate), and appointment of Jerry Zabronsky (alternate) to the Criminal Justice Coordinating Council, terms expiring April 2028.
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will be giving an Administrative Update.
10. UNFINISHED BUSINESS
11. NEW BUSINESS
- A. Resolution No. 2—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve to establish the ATW/Gulfstream Aircraft Fuel Farm System Construction Project as a public works project in accordance with Section 50-87 of the Outagamie County Code of Ordinances, whose total cost will not exceed \$10,000,000, and authorize the formation of the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee who shall oversee all phases of the project to ensure that the project is proceeding in the best interest of the county.

12. APPOINTMENTS Continued:

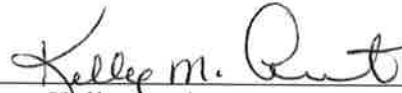
- O. County Executive Nelson nomination for appointments of Scott Volberding, Paul Farrell, Michelle Uitenbroek, and Anne Van to the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee, for the duration of the project.
- P. County Board Chair Gabrielson nomination for appointments of Dean Culbertson (Chair), Yvonne Monfils, Ron Klemp, and Chris Croatt to the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee, terms expiring April 2028.

13. NEW BUSINESS Continued:

- B. Resolution No. Z-1—2026-27 -- Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the Town Zoning Ordinance Text Amendment, which includes updates to Table 525-31.1: Principal and Special Exception Uses and Structures and Section 525-31.1B, the zoning code text, and further details, as depicted on the attached staff review.
- C. Ordinance No. Z-1—2026-27 -- Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve to recommend adoption of the petition of Davel Engineering & Environmental, applicant on behalf of Ronald Young II, owner, to rezone parcels 200025600, 200024901, and 200024900 from the General Agriculture District (AGD) and the Industrial District (IND) to the Industrial District (IND) only, in the Town of Vandebroek, as depicted on the attached review and map.
- D. Resolution No. 3—2026-27 – Finance Committee. Approve the sale of In-Rem Tax Foreclosure property Parcel ID Number 080044400, Town of Ellington “as is” in the amount of \$707.97, with no budget adjustment necessary as the funds have already been budgeted in the appropriate cost center, as detailed in the attached Agreement Between Outagamie County and the Town of Ellington.
- E. Resolution No. 4—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve of making application for State aid for the purpose of maintaining, acquiring, developing, and ensuring a program of snowmobile trails for public recreational use; authorize the Outagamie County Parks Director and/or Operations and Recreation Manager to act on behalf of the County by submitting an application to the Wisconsin Department of Natural Resources for any financial aid, sign documents, and take any necessary action to undertake, direct and complete approved projects, and the County will meet the financial obligation of accepted grants.
- F. Resolution No. 5—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve the Agreement for Purchase and Sale of Fee Ownership (attached), for the parcels of real estate located on Aerotech Drive, Greenville, from Aerotech Drive Property, LLC for \$168,500, and approve the Agreement for Purchase and Sale of Fee Ownership (attached), for the parcels of real estate located on College Avenue, Greenville, from PCI College Avenue Land, LLC for \$561,500, and approve the line items by increasing the Airport Terminal Capital Outlay by \$730,000, and decreasing the Airport Terminal Fund Balance Applied by \$730,000, as noted on the attached fiscal note.

- G. Resolution No. 6—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve the attached Agreement for Purchase and Sale of Fee Ownership, for the parcel of real estate and all structures and other improvements located at W6887 West Spencer Road, Village of Greenville, from Brenda M. Holz, Barbara J. Lemmers, and Kathy Ziehl for \$461,000, and approve the line items by increasing the Airport Terminal Capital Outlay by \$461,000, and decreasing the Airport Terminal Fund Balance Applied by \$461,000 as noted on the attached fiscal note.
  
- H. Resolution No. 7—2026-27 – Property, Airport, Recreation and Economic Development Committee. Authorize and approve the Outagamie County Parks Department to accept and expend an unsolicited donation from The Friends of Mosquito Hill for \$8,000, and increase the Mosquito Hill Capital Outlay Fixed Equipment and Donations line items by \$8,000 each, as noted on the attached fiscal note.
  
- I. Resolution No. 8—2026-27 – Highway, Recycling and Solid Waste Committee. Support and approve an application to the U.S. Department of Transportation for Federal Fiscal Year 2026 Safe Streets and Roads for All (SS4A) Planning and Demonstration funding and directs East Central Wisconsin Regional Planning Commission staff to submit the application on behalf of Outagamie County, and the County will meet the financial obligation of accepted grants, as detailed on the attached local cost share table.

14. 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, April 21, 2026.

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

ROLL CALL: 33 present, 3 absent. Members present: Thompson, Johnson, Ristow, Patience, Gabrielson, Kostelny, Hammen, Lawrence, Krueger, Lamers, McCabe, Wegand, Hermes, MacDonald, Zabronsky, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Hales, Weinberg, Culbertson, Nejedlo, Clegg, Saulnier, VanderHeiden, Amerson, Koury, and Lautenschlager. Members absent: Supervisors Ferguson, Monfils and Winterfeldt.

County Clerk Kelly Gerrits requested the Board's confirmation to excuse Supervisors Ferguson and Monfils. No objections; so ordered.

The Pledge of Allegiance was led by County Clerk Kelly Gerrits.

Supervisor Ferguson arrived to the meeting at 4:09 p.m.

OATH OF OFFICE

The Honorable Judge Vincent Biskupic, Outagamie County Circuit Court Branch VI, administered the Oath of Office to the 2026-28 County Board of Supervisors who were present.

Supervisor Winterfeldt arrived to the meeting at 4:12 p.m.

VOTING EQUIPMENT TUTORIAL

County Clerk Kelly Gerrits presented on the use of tablets and the Open Meetings App the County Board uses for voting and running County Board meetings.

MINUTES OF THE MARCH 24, 2026 COUNTY BOARD MEETING

Supervisor Croatt moved, seconded by Supervisor Culbertson, to approve the minutes of the March 24, 2026, County Board meeting.

ROLL CALL: 31 yes, 4 abstain (Ristow, Lawrence, Winterfeldt, Saulnier), 1 absent. MINUTES OF THE MARCH 24, 2026 COUNTY BOARD MEETING ARE APPROVED.

ELECTION OF COUNTY BOARD CHAIRPERSON

County Clerk Gerrits appointed Supervisors Patience, Krueger, and Hagen to act as tellers.

County Clerk Gerrits requested nominations for County Board Chairperson to serve a two-year term.

Supervisor Hagen nominated Supervisor Gabrielson. Supervisor Croatt seconded the nomination.

Supervisor Thiede nominated Supervisor Lautenschlager. Supervisor MacDonald seconded the nomination.

County Clerk Gerrits asked two additional times if there were any more nominations. None were given. Clerk Gerrits closed the window for nominations.

VOTE: Gabrielson-21; Lautenschlager-13; Abstain-1; SUPERVISOR GABRIELSON IS ELECTED AS COUNTY BOARD CHAIRPERSON FOR A TWO-YEAR TERM.

Supervisor Gabrielson assumed his duties as Board Chairperson. Chairperson Gabrielson thanked the Supervisors for their support, informed the collective should any Supervisor have the need to leave the meeting in order to abide by another obligated municipal meeting, to inform the Clerk of the need of dismissal. Chairperson Gabrielson also recognized the newly-elected County Board Supervisors (individually recognizing Supervisors Amerson, Saulnier, Ristow and Hales) and welcomed them to their positions.

ELECTION OF COUNTY BOARD VICE-CHAIRPERSON FOR A TWO-YEAR TERM

Chairperson Gabrielson requested nominations for County Board Vice-Chairperson.

Supervisor Lautenschlager nominated Supervisor VanderHeiden. Supervisor Hermes seconded the nomination.

Supervisor Hammen nominated Supervisor Culbertson. Supervisor Kostelny seconded the nomination.

Supervisor Spears nominated Supervisor Lautenschlager. Supervisor MacDonald seconded the nomination.

Supervisor Lawrence nominated Supervisor Spears. Supervisor Patience seconded the nomination.

Supervisor Spears respectfully declined the nomination for Vice-Chairperson.

Supervisor Thiede inquired if the election of the position was done through a plurality or a majority vote. County Clerk Gerrits confirmed the election would be confirmed by a majority vote.

Chairperson Gabrielson asked an additional time if there were any more nominations. None were given. Chairperson Gabrielson closed the window for nominations.

VOTE: VanderHeiden-9; Culbertson-14; Lautenschlager-12; Abstain-1; SUPERVISORS CULBERTSON AND LAUTENSCHLAGER MOVED TO FINAL ROUND OF VOTING.

Supervisor Thiede called Point of Order to point out the majority vote would require a second vote for Vice-Chairperson.

VOTE: Culbertson-16; Lautenschlager-19; Abstain-1; SUPERVISOR LAUTENSCHLAGER IS ELECTED AS COUNTY BOARD VICE-CHAIRPERSON FOR A TWO-YEAR TERM.

ELECTION OF COMMITTEE ON APPOINTMENTS (five-member committee)

Chairperson Gabrielson reported none of the Supervisors, who at the previous reorganization were appointed to the Committee on Appointments, should not be nominated. During the 2024 reorganization meeting, the members elected to the Committee on Appointments were Supervisors Patience, Hagen, Cuff, Culbertson and Thiede.

Chairperson Gabrielson requested nominations for Committee on Appointments.

Supervisor Thiede nominated Supervisor MacDonald.  
Supervisor Croatt nominated Supervisor Kostelny.  
Supervisor Krueger nominated Supervisor Koury.  
Supervisor Culbertson nominated Supervisor Hammen.  
Supervisor Cuff nominated Supervisor Johnson.  
Supervisor VanderHeiden nominated Supervisor Spears.  
Supervisor Spears nominated Supervisor VanderHeiden.  
Supervisor Hermes nominated Supervisor Lamers.  
Supervisor MacDonald nominated Supervisor Wegand.  
Supervisor Patience nominated Supervisor Lawrence.  
Supervisor Lautenschlager nominated Supervisor Winterfeldt.  
Supervisor Hales nominated Supervisor Krueger.

A hand ballot was voted and read by the tellers.

VOTE: Macdonald-12; Kostelny-13; Koury-7; Hammen-13; Johnson-16; Spears-22; VanderHeiden-20; Lamers-10; Wegand-9; Lawrence-12; Winterfeldt-7; Krueger-23; Absent-1.

VOTE: Hammen-15; Johnson-16; Kostelny-18; Krueger-25; Lamers-14; Lawrence-12; MacDonald-16; Spears-21; VanderHeiden-22; Absent-1.

VOTE: Hammen-12; Johnson-16; Kostelny-17; Kreuger-25; Lamers-10; Lawrence-12; MacDonald-10; Spears-22; VanderHeiden-22; Abstain-1. SUPERVISORS KRUEGER, SPEARS, VANDERHEIDEN, KOSTELNY AND JOHNSON WERE ELECTED TO THE COMMITTEE ON APPOINTMENTS.

APPOINTMENT OF PARLIAMENTARIAN FOR A TERM OF ONE (1) YEAR

Supervisor McCabe moved, seconded by Supervisor Lamers, to appoint Corporation Counsel or Designee as Parliamentarian.

Chairperson Gabrielson requested unanimous consent to appoint Corporation Counsel or Designee as Parliamentarian. No objections; so ordered.

BY UNANIMOUS CONSENT; CORPORATION COUNSEL OR DESIGNEE IS APPOINTED AS PARLIAMENTARIAN.

ADOPTION OF THE ROBERT'S RULES OF ORDER, LATEST EDITION

Supervisor Croatt moved, seconded by Supervisor Wegand, for adoption of the Robert's Rules of Order, Latest Edition.

Chairperson Gabrielson requested unanimous consent for adoption of the Robert's Rules of Order. No objections; so ordered.

BY UNANIMOUS CONSENT; ROBERT'S RULES OF ORDER ARE ADOPTED.

ADOPTION OF 2026-28 COUNTY BOARD RULES AND PROCEDURES (OUTAGAMIE COUNTY CODE-CHAPTER 2, ARTICLE II, III, IV)

Supervisor Kostelny moved, seconded by Supervisor Krueger, for adoption of the 2026-28 County Board Rules and Procedures.

Supervisor MacDonald requested to make a change to the County Board Rules and Procedures, but Deputy Corporation Counsel requested that changes need to be implemented via county resolution procedure.

Chairperson Gabrielson requested unanimous consent for adoption of the 2026-28 County Board Rules and Procedures. No objections; so ordered.

BY UNANIMOUS CONSENT; 2026-28 COUNTY BOARD RULES AND PROCEDURES ARE ADOPTED.

DESIGNATION OF THE APPLETON POST-CRESCENT AS THE OFFICIAL COUNTY NEWSPAPER PURSUANT TO SECTIONS 985.05 AND 10.04 OF THE WISCONSIN STATE STATUTES.

Supervisor Kostelny moved, seconded by Supervisor Lawrence, to designate the Appleton *Post-Crescent* as the official County newspaper pursuant to §985.05 and §10.04 of the Wisconsin State Statutes.

Chairperson Gabrielson requested unanimous consent to designate the Appleton *Post-Crescent* as the official County newspaper. No objections; so ordered.

BY UNANIMOUS CONSENT; THE APPLETON POST CRESCENT IS APPROVED AS THE OFFICIAL COUNTY NEWSPAPER.

RECESS – Committee on Appointments met for recommending standing committee appointments. Chairperson Gabrielson called a recess at 5:29 p.m. for the Committee of Appointments to meet.

Supervisor Wegand left the meeting at 5:30 p.m.  
Supervisor Croatt left the meeting at 5:38 p.m.  
Supervisor Clegg left the meeting at 6:09 p.m.

SPECIAL ORDER OF BUSINESS –

Special Order of Business while Committee on Appointments is meeting for the purpose of recommending appointments to standing committees: Deputy Corporation Counsel Dawn Shaha provided an overview of parliamentary procedure, open meetings law, and the role of administration / county board.

The Board of Supervisors reconvened at 6:24 p.m.

CONFIRMATION OF THE CHAIRPERSON’S STANDING COMMITTEE APPOINTMENTS FOR A TERM OF ONE YEAR –

Chairperson Gabrielson reported the recommended standing committee appointments were agreeable to him and confirmed. A list of appointments was placed on the desks; the following notes order of chair, vice chair, secretary as later approved within each committee:

Agriculture, Extension Education, Zoning & Land Conservation

Debbie VanderHeiden  
Mark Mitchell  
Ronald Klemp  
Pamela Saulnier  
Steve Thiede

Highway, Recycling & Solid Waste

Joy Hagen  
Dan Nejedlo  
Jason Wegand  
Dennis Clegg  
Carla Hales

Property, Airport, Recreation & Economic Development

Dean Culbertson  
Lee W. Hammen  
Jayson Winterfeldt  
Yvonne Monfils  
Ryan Ferguson

Finance

Chris Croatt  
John Cuff  
Karen Lawrence  
Dana Johnson  
Rick Lautenschlager

Legislative      Audit      Human Resources

Cathy Spears  
John Kostelny  
Sara MacDonald  
Sarah Weinberg  
Amy Ristow

Public Safety

Katrin Patience  
Christine Lamers  
Tim Hermes  
Justin Krueger  
Patrick Amerson

Health & Human Services

Jeff McCabe  
Dustin Koury  
Cathy Thompson  
Jerry Zabronsky  
Jayme Heiser

RECESS TO MEETINGS OF THE FOLLOWING STANDING COMMITTEES TO DETERMINE COMMITTEE STRUCTURE, MEETING DAYS AND TIME –

Chairperson Gabrielson recessed the County Board at 6:27 p.m. to their standing committee assignments to determine committee structure, meeting days, and time.

Supervisor Klemp left the meeting at 6:37 p.m.  
Supervisor VanderHeiden left the meeting at 6:47 p.m.  
Supervisor Krueger left the meeting at 6:51 p.m.

BOARD OF SUPERVISORS RECONVENES –

The Board of Supervisors reconvened at 6:51 p.m. after meeting in their committees.

In the interest of time, County Board Supervisor Gabrielson encouraged the County Board Supervisors to read through the presentation about the iPad overview instead of conducting a formal presentation.

ESTABLISH ORDER OF THE DAY – None.

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

Chairperson Gabrielson summarized the following communications:

- Chairperson Gabrielson reported the additional communications placed on the desks, including handouts concerning the County Board operations (meeting schedule, payroll schedule, and an updated seating chart).

- County Board Supervisors are welcome to register and attend the Wisconsin County Association (WCA) County Officials Workshop; the event is designed for new and seasoned supervisors, and the closest location for the event will be in Green Bay. If interested, reach out to Legislative Services; the fee will be covered through Legislative Services.
- County Supervisor Yvonne Monfils' husband passed away on March 27, 2026. The funeral will be held on April 22, 2026 at Wichmann Funeral Home at 537 North Superior Street, Appleton; visitation will occur starting 9 a.m. and will continue until time of service at 11 a.m.
- Former County Board Supervisor Mark McAndrews recently passed away on April 1, 2026. The funeral service was held on April 10, 2026. McAndrews served the Outagamie County Board of Supervisors from 1988-2012.
- There are seven (7) Supervisors who still need to complete the most recently sent cyber security training course, titled *Core Concepts: Smishing*. Please complete the training as soon as possible.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays: Supervisor Cuff (4/26), Supervisor Hales (4/30) and Supervisor Patience (5/5).

PUBLIC PARTICIPATION FOR A PERIOD OF FIFTEEN MINUTES (PERTINENT TO THE RESOLUTIONS OF THE DAY) – None.

APPOINTMENTS – None.

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

UNFINISHED BUSINESS – None.

NEW BUSINESS –

Resolution No. 1—2026-27 — County Board. Approve to ratify the attached Disaster Proclamation declaring a severe flooding event in Outagamie County, thereby authorizing the exercise of all powers conferred upon the County Executive by applicable statutes and ordinances as necessary during the state of emergency, as noted on the attachment.

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

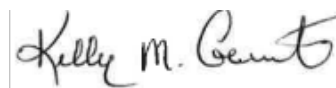
ROLL CALL: 29 yes, 7 absent. RESOLUTION NO. 1—2026-27 IS ADOPTED.

REPORTS – None.

ADJOURNMENT –

Supervisor Lawrence moved, seconded by Supervisor Lamers to adjourn until May 12, 2026 at 7:00 p.m.  
VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 7:10 p.m.



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Kelly Gerrits, County Clerk

**ROLL CALL SUMMARY APRIL 21, 2026 COUNTY BOARD MEETING**

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

**Member(s) absent:** Monfils

**Member(s) late:** Ferguson, and Winterfeldt

**Member(s) left early:** Krueger, Wegand, Croatt, Klemp, Clegg, and VanderHeiden

## COMMUNICATIONS REFERRAL LIST

**May 12, 2026 County Board Meeting**

No.	Adopted Date	Received From	Subject	Referred To
1	04/28/2026	Price County	Resolution No.: 5-26 Resolution Requesting Wisconsin Counties Association Lobby State Legislature and Governor on Legislation for Greater Local Control for Wisconsin Counties	Resolution No.: 46-2023-24
2	03/23/2026	Buffalo County	Resolution #26-03-02 Resolution Requesting Wisconsin Counties Association Lobby State Legislature and Governor on Legislation for Greater Local Control for Wisconsin Counties	Resolution No.: 46-2023-24
3	04/30/2026	Winnebago County	Resolution No.: 5-042026 Request the Wisconsin Counties Association to Lobby the State Legislature and Governor on the Legislation for the Greater Control on the Legislation for Greater Local Control for Wisconsin Counties in regulating large-scale wind and solar projects in the best interest of their communities	Resolution No.: 46-2023-24
4	02/17/2026	Wood County	Resolution No.: 26-2-13 To Request the Wisconsin Counties Association to lobby the State Legislature and Governor on Legislation for Greater Local Control for Wisconsin Counties	Resolution No.: 46-2023-24
5	02/17/2026	Green Lake County	Resolution No.: 04-2026 Resolution Requesting Wisconsin Counties Association Lobby State Legislature and Governor on Legislation for Greater Local Control for Wisconsin Counties	Resolution No.: 46-2023-24

**FILED IN CLERK'S OFFICE:**



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

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May 12, 2026

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

I respectfully request the County Board's concurrence with the appointment designation for Michael Smith to serve on the Outagamie County Criminal Justice Coordinating Council as the Offender or Offender Family Member alternate with a term expiring April 30, 2028.

Supporting documents are attached.

Sincerely,

Thomas Nelson  
Outagamie County Executive

TN/av

cc: Katrin Patience, Board Supervisor

# Outagamie County Application for Executive Appointment



Submitted on	27 April 2026, 1:06pm
Receipt number	18
Related form version	9

## Personal Information

Full Name	Michael Smith
Address	[REDACTED]
City	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
E-Mail Address	[REDACTED]
Present and Previous Public Service Involvement	Previous service-County Board and Appleton City Council
Educational Background	Bachelor degree, UW Oshkosh

## Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Criminal Justice Coordinating Council
Please explain:	
Name of person who recommended you:	Katrin Patience
You are seeking	Appointment
Employment Status	Retired
Employer Name	
Employer Address	

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Please explain

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Do you have additional sources of income in excess of \$10,000 per year? No

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List all sources or anticipated in excess of \$10,000/year

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I 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. Yes

## Preferences and Identity Verification

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Would you like agendas and minutes emailed to you? Yes

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

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Upload a valid form of identification to verify your identity



Today's Date 04/27/2026

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Signature

Name of signatory: Michael Smith

Michael Smith





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

May 12, 2026

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

In 2024 the County Board passed a resolution and ordinance change to support a new East Central Wisconsin Regional Planning Commission board, called the Appleton (Fox Cities) Metropolitan Area Planning Organization (MPO) Policy Board.

The County Executive and County Board Chair are each members of that board, or can assign an alternate in their place, provided the alternate member is a County Board Supervisor. Supervisor Joy Hagen has agreed to once again fill the role of County Executive Alternate.

Therefore, I submit this letter of recommendation to appoint County Board Supervisor Joy Hagen to serve as the County Executive Alternate on the Fox Cities MPO Policy Board, said term to expire April 2028. Thank you in advance for your consideration. Sincerely,

Thomas Nelson  
Outagamie County Executive

TN/av

cc: Melissa Kraemer Badtke, ECWRPC Executive Director



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

---

MAY 12, 2026

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

Due to the departure of Jeff Tetzlaff, I respectfully request the County Board's concurrence with the designation of Seth Jacobson, Solid Waste Facility Superintendent, to serve on the *Department of Recycling and Solid Waste and Highway Department Facility and Land Use Oversight Committee*.

Sincerely,

Thomas Nelson  
Outagamie County Executive

TN/av

(ENCLOSURE)

# Outagamie County Application for Executive Appointment



Submitted on 4 May 2026, 8:03am  
Receipt number 21  
Related form version 9

## Personal Information

Full Name Seth  
Address [REDACTED]  
City [REDACTED]  
Zip Code [REDACTED]  
Phone Number [REDACTED]  
E-Mail Address [REDACTED]  
Present and Previous Public Service Involvement N/A  
Educational Background FVTC

## Committee

Are you taking out candidacy papers for an elected office? No  
Board, Commission or Committee Other  
Please explain: HRSW Oversight Committee  
Name of person who recommended you: Greg Parins  
You are seeking Appointment  
Employment Status Employed  
Employer Name Outagamie County  
Employer Address 1419 Holland Rd Appleton, WI 54911

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Please explain

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Do you have additional sources of income in excess of \$10,000 per year? No

---

List all sources or anticipated in excess of \$10,000/year

---

I 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. Yes

## Preferences and Identity Verification

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Would you like agendas and minutes emailed to you? Yes

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

---

Upload a valid form of identification to verify your identity

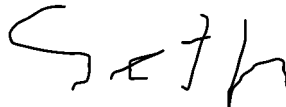


Today's Date 05/04/2026

---

Signature

Name of signatory: Seth Jacobson





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

---

May 12, 2026

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

Please be advised that the terms of East Central Wisconsin Regional Planning Commission (ECWRPC) have expired.

Accordingly, I nominate Kevin Englebert as County Executive Permanent Alternate, Supervisor Lee Hammen and Supervisor Karen Lawrence as County Board Members. Each to terms that will expire April 30, 2028.

Supporting documents for Kevin Englebert are attached. Supporting documents for County Board Supervisors are on file with the County Clerk's Office.

Sincerely,

Thomas Nelson  
Outagamie County Executive

TN/av

cc: Melissa Kraemer Badtke, ECWRPC Executive Director

# Outagamie County Application for Executive Appointment



Submitted on 5 May 2026, 2:58pm  
Receipt number 23  
Related form version 9

## Personal Information

Full Name Kevin Englebert

Address [REDACTED]

City [REDACTED]

Zip Code [REDACTED]

Phone Number [REDACTED]

E-Mail Address [REDACTED]

Present and Previous Public Service Involvement  
Appleton Housing Authority Board  
ECWRPC Commissioner  
Appleton Public Library Board

Educational Background  
M.S. Urban and Regional Planning - UW-Madison; B.A. Geography/GIS - UW-Madison

## Committee

Are you taking out candidacy papers for an elected office? No

Board, Commission or Committee Other

Please explain: East Central Wisconsin Regional Planning Commission

Name of person who recommended you: Thomas Nelson

You are seeking Reappointment

Employment Status Employed

Employer Name Outagamie County

---

Employer Address 320 S Walnut St, Appleton WI 54911

---

Please explain

---

Do you have additional sources of income in excess of \$10,000 per year? No

---

List all sources or anticipated in excess of \$10,000/year

---

I 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. Yes

## Preferences and Identity Verification

---

Would you like agendas and minutes emailed to you? No

---

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

---

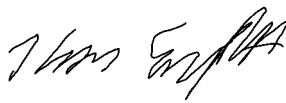
Upload a valid form of identification to verify your identity 

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Today's Date 05/05/2026

---

Signature Name of signatory: Kevin Englebert





320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

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

I hereby nominate the following supervisors for reappointment to the Employee Child Care Center Renovation Project Oversight Committee, said terms expiring April 2028:

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

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

Your confirmation of my nominations would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

CAP Services, Inc. is Outagamie County's designated community action agency.

Please be advised the current member representing Outagamie County on the CAP Services Board of Directors wishes to step down, thereby creating a vacancy.

I hereby nominate the following supervisor for appointment to the CAP Services Board of Directors, said term expiring April 2028:

- Amy Ristow, County Board Supervisor at Large

Your confirmation of my nomination would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Resolution 35—1990-1991 created the Outagamie County Land Information Committee, however, Resolution 16—2010-2011 approved restructuring and renaming the committee to Land Information Council. This committee is tasked with establishing a modern, county-wide land information system and enable the county to obtain and expend Wisconsin Land Information revenues.

I hereby nominate the following supervisor for reappointment to the Land Information Council, said term expiring April 2028:

- Rick Lautenschlager, County Board Supervisor at Large

Your confirmation of my nomination would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

With the passage of Resolution 137—2009-2010, the Outagamie County Board authorized membership to the Mississippi Health Services Commission. A requirement of membership is the appointment of one County Board Supervisor as an official voting member of the Mississippi Health Services Commission.

I hereby nominate the following supervisor for reappointment to the Mississippi Health Services Commission, said term expiring April 2028:

- Jeffrey McCabe, County Board Supervisor at Large

Your confirmation of my nomination would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Res. 168—1993-1994 established the Outagamie County Greenway Implementation Committee to study the greenway concept (a link of uninterrupted linear corridors of open space) and develop a plan of implementation.

I hereby nominate the following supervisors for reappointment to the Outagamie County Greenway Implementation Committee, said terms expiring April 2028:

- Joy Hagen, County Board Supervisor at Large
- John Cuff, County Board Supervisor at Large
- Lee Hammen, Property, Airport, Recreation and Economic Development Committee

Your confirmation of my nominations would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 41—2023-2024, the Appleton International Airport Terminal Expansion Project was approved as a Public Works Project.

I hereby nominate the following supervisors for reappointment to the Appleton International Airport Terminal Expansion Oversight Committee, said terms expiring April 2028:

- Dean Culbertson, Property, Airport, Recreation & Economic Development Committee
- Lee W. Hammen, Property, Airport, Recreation & Economic Development Committee
- Dan Gabrielson, County Board Chair Representative
- Chris Croatt, Finance Committee

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor Dean Culbertson for reappointment as Chair of the Appleton International Airport Terminal Expansion Project Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh



320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 173—2021-2022, the Plamann Park Pavilion Construction Project was approved as a Public Works Project.

I hereby nominate the following supervisors for reappointment to the Plamann Park Pavilion Construction Project Oversight Committee, said terms expiring April 2028:

- Dean Culbertson, Property, Airport, Recreation & Economic Development Committee
- Chris Croatt, County Board Chair representative

Additionally, I hereby nominate the following supervisor for appointment to the Plamann Park Pavilion Construction Project Oversight Committee, said terms expiring April 2028:

- Lee Hammen, Property, Airport, Recreation & Economic Development Committee (standing committee of jurisdiction)

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor Dean Culbertson for reappointment as Chair of the Plamann Park Pavilion Construction Project Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 40—2023-2024, the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Plan was approved as a Public Works project.

I hereby nominate the following supervisors for reappointment to the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Plan Oversight Committee, said terms expiring April 2028:

- Joy Hagen, Highway, Recycling and Solid Waste Committee
- Dan Nejedlo, County Board Chair Representative
- Rick Lautenschlager, Finance Committee
- Karen Lawrence, Finance Committee

Additionally, I hereby nominate the following supervisor for appointment to the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Plan Oversight Committee, said terms expiring April 2028:

- Lee Hammen, Property, Airport, Recreation & Economic Development Committee

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor Joy Hagen for reappointment as Chair of the Department of Recycling and Solid Waste and Highway Department Facility and Land Use Plan Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,



Dan Gabrielson  
Outagamie County Board Chair

DG:sh

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

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

I hereby nominate the following supervisors for reappointment to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee, said terms expiring April 2028:

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

I hereby nominate the following supervisor for appointment to the Plamann Park Office and Maintenance Shop Construction Project Oversight Committee, said terms expiring April 2028:

- Yvonne Monfils, Property, Airport, Recreation & Economic Development Committee

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

Your confirmation of my nominations would be appreciated.

Sincerely,



Dan Gabrielson  
Outagamie County Board Chair

DG:sh

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Resolution 55–2004-2005 created Coordinating Council, however, Resolution 28—2018-2019 approved renaming to the Criminal Justice Coordinating Council (CJCC). This committee is tasked with monitoring the outcome measures of present justice programming and investigating new initiatives for policy and programs to continue to enhance our community safety and to reduce recidivism.

I hereby nominate the following supervisors for reappointment to the Outagamie County Criminal Justice Coordinating Council, said terms expiring April 2028:

- Katrin Patience, Public Safety Committee
- Karen Lawrence, Finance Committee
- Cathy Thompson, Health and Human Services Committee
- Dan Gabrielson, Board Chairperson
- Christine Lamers, Public Safety Committee (alternate)
- Chris Croatt, Finance Committee (alternate)
- Dean Culbertson, Board Chairperson (alternate)

I hereby nominate the following supervisor for appointment to the Outagamie County Criminal Justice Coordinating Council, said terms expiring April 2028:

- Jerry Zabronsky, Health and Human Services Committee (alternate)

Your confirmation of my nominations would be appreciated.

Sincerely,



Dan Gabrielson  
Outagamie County Board Chair

DG:sh

# ***RESOLUTION NO.: 2—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1           The County Board approved an agreement between the Appleton International Airport (the  
2           Airport) and Gulfstream Aerospace Services Corporation (Gulfstream) for construction of  
3           an Aircraft Fueling Farm System for a total cost not to exceed \$10,000,000.  
4

5           This resolution authorizes the ATW/Gulfstream Aircraft Fuel Farm System Project be  
6           declared a public works project whose total cost will not exceed \$10,000,000, and further  
7           authorizes the establishment of the ATW/Gulfstream Aircraft Fuel Farm System  
8           Construction Project Oversight Committee.  
9

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

12          BE IT RESOLVED, that the Outagamie County Board of Supervisors does establish the  
13          ATW/Gulfstream Aircraft Fuel Farm System Construction Project as a public works project in accordance  
14          with Section 50-87 of the Outagamie County Code of Ordinances, whose total cost will not exceed  
15          \$10,000,000, and

16          BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize  
17          formation of the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee  
18          who shall oversee all phases of the project to ensure that the project is proceeding in the best interest of the  
19          county, and

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

23          Dated this \_\_\_\_ day of May 2026.  
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
Dean Culbertson

\_\_\_\_\_  
Lee W. Hammen

\_\_\_\_\_  
Jayson Winterfeldt

\_\_\_\_\_  
Yvonne Monfils

\_\_\_\_\_  
Ryan Ferguson

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

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

\_\_\_\_\_  
County Clerk

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

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

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



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

---

May 12, 2026

To the Honorable Outagamie County Board of Supervisors

Ladies & Gentlemen:

Pursuant to Resolution No. 2-2026-27, wherein the Outagamie County Board of Supervisors created the *ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee*, I nominate Appleton International Assistant Airport Director Scott Volberding, Facilities Director Paul Farrell, Finance Director Michelle Uitenbroek, and Executive Operations and Public Relations Specialist Anne Van to serve on the committee for the duration of the project.

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

Sincerely,

Thomas Nelson  
County Executive

TN/av

# Outagamie County Application for Executive Appointment



Submitted on 7 April 2026, 11:59AM  
Receipt number 15  
Related form version 9

## Personal Information

Full Name Scott Volberding  
Address [REDACTED]  
City [REDACTED]  
Zip Code [REDACTED]  
Phone Number [REDACTED]  
E-Mail Address [REDACTED]  
Present and Previous Public Service Involvement Siren Sanitary District 3 years  
Eagle River Airport Commission 9 years  
Educational Background Bachelor's Degree-Airway Science Management

## Committee

Are you taking out candidacy papers for an elected office? No  
Board, Commission or Committee Other  
Please explain: Oversight Committee for Airport Aircraft Fueling System  
Name of person who recommended you: Anne Van  
You are seeking Appointment  
Employment Status Employed  
Employer Name Outagamie County  
Employer Address 320 South Walnut Street  
Please explain  
Do you have additional sources of income in excess of \$10,000 per year? No

---

List all sources or anticipated in excess of \$10,000/year

---

I 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.

Yes

## Preferences and Identity Verification

---

Would you like agendas and minutes emailed to you?

No

Do you want your email address given to the public?

No

Upload a valid form of identification to verify your identity



Today's Date

04/07/2026

Signature

Name of signatory: Scott Volberding



# Outagamie County Application for Executive Appointment



Submitted on 10 March 2026, 7:56AM  
Receipt number 11  
Related form version 9

## Personal Information

Full Name Paul Farrell

Address [REDACTED]

City [REDACTED]

Zip Code [REDACTED]

Phone Number [REDACTED]

E-Mail Address [REDACTED]

Present and Previous Public Service Involvement ATW Terminal Expansion Project Oversight Committee- Current  
Department of Recycling and Solid Waste and Highway Department Oversight committee - Current  
ATW Business Park Expansion Oversight Committee - Current  
Childcare Center Renovation Oversight Committee - Current  
Plamann Park Pavilion Oversight Committee  
Various Other Oversight Committees

Educational Background Business Management Degree- FVTC, Electro-Mechanical Courses FVTC

## Committee

Are you taking out candidacy papers for an elected office? No

Board, Commission or Committee Other

Please explain: Aircraft Fuel Farm System Project Oversight Committee

Name of person who recommended you: Resolution No. 22-2023-23

You are seeking Appointment

Employment Status Employed

Employer Name Outagamie County

Employer Address 320 S Walnut St. Appleton, WI 54911

Please explain

---

Do you have additional sources of income in excess of \$10,000 per year? Yes

---

List all sources or anticipated in excess of \$10,000/year Spouse's employment income from ThedaCare.  
Personal savings account dividends and Interest.

---

I 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. Yes

## Preferences and Identity Verification

---

Would you like agendas and minutes emailed to you? Yes

---

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

---

Upload a valid form of identification to verify your identity



---

Today's Date 03/10/2026

---

Signature

Name of signatory: Paul Farrell

*Paul Farrell*



# Outagamie County Application for Executive Appointment



Submitted on	6 April 2026, 1:10PM
Receipt number	10
Related form version	9

## Personal Information

Full Name	Michelle Uitenbroek
Address	[REDACTED]
City	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
E-Mail Address	[REDACTED]
Present and Previous Public Service Involvement	Finance Director - 2 years, oversight committees - 911 Center, Daycare Center, Airport Expansion, Highway Building, Parks Building
Educational Background	Masters Degree

## Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Other
Please explain:	Airport Fuel Farm Oversight committee
Name of person who recommended you:	County Executive/County Board required as Finance Director
You are seeking	Appointment
Employment Status	Employed
Employer Name	Outagamie County
Employer Address	320 S. Walnut Street, Appleton, WI 54911
Please explain	
Do you have additional sources of income in excess of \$10,000 per year?	No

---

List all sources or anticipated in excess of \$10,000/year

---

I 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.

Yes

## Preferences and Identity Verification

---

Would you like agendas and minutes emailed to you?

Yes

Do you want your email address given to the public?

No

Upload a valid form of identification to verify your identity



Today's Date

04/06/2026

Signature

Name of signatory: Michelle Uitenbroek

*Michelle Uitenbroek*



# Outagamie County Application for Executive Appointment



Submitted on 6 April 2026, 8:57AM  
Receipt number 14  
Related form version 9

## Personal Information

Full Name Anne Van

Address

City

Zip Code

Phone Number

E-Mail Address

Present and Previous Public Service Involvement

Educational Background

## Committee

Are you taking out candidacy papers for an elected office? No

Board, Commission or Committee Other

Please explain: Aircraft Fuel Farm System project

Name of person who recommended you: County Board Resolution

You are seeking Appointment

Employment Status Employed

Employer Name Outagamie County

Employer Address 320 S Walnut Street, Appleton WI 54911

Please explain

Do you have additional sources of income in excess of \$10,000 per year? Yes

List all sources or anticipated in excess of \$10,000/year

YMCA, Van Acres Homestead

I 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.

Yes

## Preferences and Identity Verification

Would you like agendas and minutes emailed to you?

Yes

Do you want your email address given to the public?

No

Upload a valid form of identification to verify your identity



Today's Date

04/06/2026

Signature

Name of signatory: Anne Van





320 South Walnut Street | Appleton, WI 54911  
Dan Gabrielson, Board Chairperson  
Sara Hickey, Manager  
Shelly Tyson, Legislative Specialist  
Katherine Ciske, Legislative Specialist  
Telephone: 920-832-5054 | Fax: 920-832-1895  
Website: [www.outagamie.org](http://www.outagamie.org)

## BOARD OF SUPERVISORS

**Dan Gabrielson, County Board Chair**

May 12, 2026

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

Section 50-87 of the Outagamie County Code of Ordinances requires the establishment of an oversight committee for any public works project whose total cost exceeds \$1,500,000.00. With the passage of Resolution 2—2026-27, the ATW/Gulfstream Aircraft Fuel Farm System Construction Project was approved as a Public Works Project.

I hereby nominate the following supervisors for appointment to the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee, said terms expiring April 2028:

- Dean Culbertson, Property, Airport, Recreation & Economic Development Committee
- Yvonne Monfils, Property, Airport, Recreation & Economic Development Committee
- Ron Klemp, County Board Chair Representative
- Chris Croatt, Finance Committee

Section 50-87(b) of the Outagamie County Code of Ordinances requires that the County Board Chairperson appoint one of the County Board Supervisors as chair of the committee. I hereby nominate Supervisor Dean Culbertson for appointment as Chair of the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee.

Your confirmation of my nominations would be appreciated.

Sincerely,

Dan Gabrielson  
Outagamie County Board Chair

DG:sh

***RESOLUTION NO.: Z-1—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

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

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

9           BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the  
10          proposed Town Zoning Ordinance Text Amendment, which includes updates to Table 525-31.1: Principal  
11          and Special Exception Uses and Structures and Section 525-31.1B. The proposed zoning code text, and  
12          further details are depicted on the attached staff review, which by reference is made a part hereof, and

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

16          Dated this \_\_\_\_ day of May 2026  
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Respectfully Submitted,

AGRICULTURE, EXTENSION  
EDUCATION, ZONING & LAND  
CONSERVATION COMMITTEE

\_\_\_\_\_  
Debra Vander Heiden

\_\_\_\_\_  
Mark Mitchell

\_\_\_\_\_  
Ronald Klemp

\_\_\_\_\_  
Pamela Saulnier

\_\_\_\_\_  
Steve Thiede

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

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

\_\_\_\_\_  
County Clerk

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

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

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



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

## MEMORANDUM

**TO:** Outagamie County Zoning Committee  
**FROM:** Sadie DiNatale Burda, Deputy Director  
**DATE:** March 31, 2026  
**RE:** PL202600120: Town Zoning Ordinance Amendment - Review & Recommendation

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### Application Details:

*Applicant:* Town of Buchanan  
*Request:* Town Zoning Ordinance Text Amendment  
*Parcel(s):* Not applicable – Zoning Ordinance applies town-wide  
*Location:* Town of Buchanan  
*Public Hearing:* March 10, 2026 at 7 PM – held by Town of Buchanan

### Background & Analysis:

The Town of Buchanan adopted an updated Zoning Ordinance in 2024. Since its adoption, the Town has continued to identify revisions needed to address specific uses, clarify definitions, and correct inconsistencies that have arisen through ordinance administration. As part of this process, Town staff identified the following updates:

- **Table 525-31.1: Principal and Special Exception Uses and Structures** is repealed and replaced in its entirety.
- **Section 525-31.1B** is updated to add or revise definitions for Data Center, Convention/Exposition Center/Event Barn, and Institutional Use.

For details on the proposed revisions, refer to *Town of Buchanan Ordinance No. 2026-01*.

The Town held a public hearing on March 10, 2026 at 7 PM to review the amendment. The Town Board found the amendment consistent with the Town of Buchanan Comprehensive Plan and voted to adopt the proposed zoning ordinance amendment on March 17, 2026.

The Town of Buchanan has exercised village powers and has adopted General Town Zoning; as such, the County is not statutorily obligated to document consistency with the County Comprehensive Plan, pursuant to Sec. 66.1001(3). However, County staff does concur that this proposed zoning code amendment is compatible with the County's Comprehensive Plan, as it directly aligns with the following County Comprehensive Plan Goal:

- GOAL 2. Modernized land use and regulatory tools.

### Staff Recommendation:

Based on review of this proposed amendment, County Staff recommends approval of the Town of Buchanan's Zoning Ordinance Amendments, as requested.

<b>TOWN BOARD MEETING:</b>	March 17, 2026	<b>AGENDA ITEM #:</b> 8b
<b>ACTION TYPE:</b>	Legislative	(For Approval/Denial)

*"In the Spirit of Town Government"*



## AGENDA MEMORANDUM

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**To:** Honorable Town Chairperson and Town Supervisors  
**From:** Michael J.D. Brown, Administrator  
**Date:** March 17, 2026  
**RE:** **Zoning Ordinance Amendment**

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**SUMMARY:** At the October 14, 2025 meeting the Plan Commission discussed Data Centers. Staff provided an analysis of the Zoning Ordinance and while Data Centers aren't specifically listed in the code, based on manufacturing and warehousing definitions staff determined they would be permitted in the Industrial District. However, the Commission requested the Zoning Ordinance be updated to specifically list Data Centers.

Additionally, since the Zoning Ordinance update in 2024 staff keeps a list of regulations that may need updating as different questions or situations come up; best practice is to review the ordinance on an annual basis. Where there have been inconsistencies identified or other items that require a change, those have been updated in the Use Table and use definitions. Staff can provide an overview at the meeting if there are questions regarding the proposed changes.

**RECOMMENDED ACTION:** Staff recommends approval of the ordinance update, if the Board agrees the following motion may be made:

*Motion to approve Ordinance 2026-01.*

###

**Attachments:**

- 1. Ordinance 2026-01**

TOWN OF BUCHANAN  
ORDINANCE NO. 2026-01

AN ORDINANCE AMENDING CHAPTER 525 ZONING OF THE  
MUNICIPAL CODE OF THE TOWN OF BUCHANAN

The Town Board of the Town of Buchanan does hereby ordain as follows:

1. Table 525-31.1 of Chapter 525 Zoning of the Municipal Code of the Town of Buchanan is hereby repealed and replaced in its entirety as shown on the attached **Exhibit A**.
2. The following uses and definitions shall be added/updated to Section 525-31.1B:

**DATA CENTER:** A physical facility that houses a large number of computers and network equipment to store, process and manage an organization's data.

**CONVENTION / EXPOSITION CENTER / EVENT BARN**

Means a commercial facility used for assemblies or meetings of the members or representatives of groups, including exhibition space. This term does not include banquet halls, clubs, lodges or other meeting facilities of private or nonprofit groups that are primarily used by group members. Event barns shall be in conjunction with an active farm/agricultural business.

**INSTITUTIONAL USE** Shall be defined as:

- A. **Public and semipublic** nonprofit institutional uses, including schools, colleges and universities, and the like, provided principal access shall be directly onto a collector or arterial street.
- B. **Any Profit or nonprofit** organization that provides services to the public for free or through membership. Examples of organizations include but are not limited to YMCAs, Boys and Girls Clubs, Boy Scouts/Girl Scouts, Lions/Kiwanis/Rotary Clubs, and similar uses.


The Town of Buchanan Plan Commission has made a recommendation to the Town of Buchanan Town Board and the Town of Buchanan Town Board hereby finds the proposed amendment to Chapter 525 Zoning is consistent with its Comprehensive Plan.

If this conflicts with any section within the Town of Buchanan Municipal Code, this ordinance shall prevail.


This Ordinance shall take effect upon passage and publication.

Adopted this 17th day of March 2026

TOWN OF BUCHANAN:

  
\_\_\_\_\_  
Joseph Cochran  
Town Chairperson

Attest:

  
\_\_\_\_\_  
Cynthia Sieracki  
Town Clerk/Treasurer

## Ordinance 2026-01 Exhibit A

**Table 525-31-1: Principal and Special Exception Uses and Structures**

P = Permitted Principal Use

SE = Special Exception Use

Grey Shading = Prohibited Use

Use Category	See for Additional Regulations	AGD General Agricultural	CON Conservancy Overlay	RR Rural Residential	RSF Single Family Residential	RTF Two Family Residential	STFR Single and Two-Family Residential	MDR Medium Density Residential	RMF Multifamily Residential	CL Local Commercial	CR Regional Commercial	CP Planned Commercial	IND Industrial	PI Public/Institutional
Adult entertainment establishments	Ch. 185 & 525-31.1B												SE	
Agricultural / Agribusiness	525-31.1B	P								SE	SE		P SE	
Agricultural / Agribusiness adjunct uses		SE								SE	SE		SE	
Agritourism	525-31.1B	P								SE	SE		SE	
Airports, public or private	525-31.1B	SE												P
Automobile filling stations	525-31.1B									SE	SE	SE		
Automobile salvage yards	Ch. 492 & 525-31.1B	SE											SE	
Automobile use, sales and service	525-31.1B									P	P	P	P	
Bed and breakfast	525-32									P	P			
Boathouse		SE	SE	SE						SE				
Brewery (mfg./wholesale only)	525-31.1B													P
Brewery/Brewpub (w/restaurant)	525-31.1B									P	P	P	P	
Business, retail	525-31.1B									P	P	P	P	
Business, retail shopping center	525-31.1B									P	P	P		
Business, service	525-31.1B									P	P	P	P	
Business, vocational	525-31.1B									SE	SE	P		P
Certified Survey Map (CSM)	Chapter 460	P	P	P	P	P	P	P	P	P	P	P	P	P
Cemeteries and crematory service buildings	525-31.1B	SE												P
Clinic, health/medical	525-31.1B									P	P	P		
Clubs and organizations										P	P	P		
Communications towers and antennas	Chapter 478													SE
Community living arrangements (CBRFs)	525-31.1B			P	P	P	P	P	P					
Convalescent homes and nursing homes	525-31.1B								SE					P
Convention/exposition center/event barn	525-31.1B	SE								SE	SE	SE		
Data Center	525-31.1B													P
Day care, family (8 or less children)	525-31.1B						P	P						P
Day care, group (9 or more children)	525-31.1B						SE	SE		P	P	P	P	P
Drive-in restaurant	525-31.1B									P	P	P		
Dwelling, Existing and new farm residence dwellings	525-31.1B	P		P										
Existing dwellings				P	P	P	P	P	P	P	P	P		
Dwelling, Multi-family Dwellings (7 or more units)	525-31.1B								P					
Dwelling, Single-family attached dwellings	525-31.1B					P		P	P					
Dwelling, Single-family detached dwellings	525-31.1B			P	P	P	P	P	P					
Dwelling, Two-family	525-31.1B					P	P	P	P					

Entertainment use indoor	525-31.1B										P	P	P	P	
Equipment rental	525-31.1B										P	P	P		
Farm/Construction equipment and machinery sales and service	525-31.1B	SE									SE	SE		<del>P</del> SE	
Funeral parlors and mortuaries	525-31.1B										P	P			
Fur farming	525-31.1B	SE													
Garden center, plant nursery	525-31.1B	P									P	P			
Government use	525-31.1B	SE													P
Hospitals	525-31.1B												<del>P</del>		P
Hotels and motels	525-31.1B										P	P	P		
Institutional (public and semi-public non-profit)	525-31.1B										<del>P</del>				P
Institutional use (profit/non-profit)	525-31.1B	<del>P</del>											<del>P</del>		P
Junkyard	525-31.1B														SE
Kennels and net shons	525-31.1B	P									SE	SE			
Landfill/Recycling facility	525-31.1B														SE SE
Manufacturing use	525-31.1B & § 525-49														P
Manufacturing use, special	525-31.1B & § 525-49														SE
Manufacturing, light	525-31.1B & § 525-49										SE	SE			
Marina/harbor	525-31.1B		SE								SE				
Mixed Use	525-31.1B										P	P	P	P	P
Mobile home parks	Ch. 383														
Mobile homes	Chapter 383 & 525-31.1B	SE		SE	P	P	P								
Nursing home	525-31.1B										<del>P</del>				P
Office	525-31.1B										P	P	P	P	P
Outdoor movie theater	525-31.1B	SE										SE			
Outdoor storage, Accessory to principal or special exception use	525-31.1B	P									SE	SE	SE	P	P
Parks / Common open space	525-31.1B		P	P	P	P	P	P	P						P
Planned Unit Developments subject to §525-41	§525-41				SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Plat, Condominium	Chapter 460			P	P	P	P	P	P	P	P	P	P	P	P
Plat, Subdivision	Chapter 460			P	P	P	P	P	P	P	P	P	P	P	P
Radio/ Television broadcasting studio	525-31.1B										SE	SE			
Recreational camp	525-31.1B	SE													
Recreational use, indoor	525-31.1B										P	P	P		
Recreational use, outdoor	525-31.1B	SE	SE								SE	SE	SE		SE
Religious use	525-31.1B														SE
Resource extraction	525-31.1B	SE	SE												
Restaurants	525-31.1B										P	P	P	P	
School	525-31.1B														P
Solar Energy Systems (Large Scale)	§ 525-52	<del>SE</del>													SE
Solar Energy Systems (Mid Scale)	§ 525-52	SE									SE	SE	SE	SE	SE
Storage establishment	525-31.1B										P			P	
Stormwater facility			P												P
Tavern/drinking establishments	525-31.1B										P	P	P		
Truck freight terminal															P
Utility, public or private	525-31.1B														P
Veterinary clinic/animal hospital	525-31.1B	SE									P	P			
Warehouse distribution, industrial	525-31.1B	<del>SE</del>													P
Warehouse, accessory to retail or service business	525-31.1B										P	P	P		
Wind Energy Systems (Utility scale)	Ch. 513	<del>SE</del>													SE
Winery	525-31.1B	SE									P	P	P	P	

# ***ORDINANCE NO.: Z-1—2026-27***

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 Davel Engineering & Environmental, applicant on behalf of Ronald Young II, owner, to  
16 rezone parcels 200025600, 200024901, and 200024900 from the General Agriculture District (AGD) and  
17 the Industrial District (IND) to the Industrial District (IND) only. The location of the site is West of  
18 Maloney Road, Town of Vandebroek, Outagamie County, WI, as depicted on the attached review and  
19 map, which by reference are made a part hereof, and

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

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

26 Dated this \_\_\_\_ day of May 2026.

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Respectfully Submitted,

AGRICULTURE, EXTENSION  
EDUCATION, ZONING & LAND  
CONSERVATION COMMITTEE

\_\_\_\_\_  
Debra Vander Heiden

\_\_\_\_\_  
Mark Mitchell

\_\_\_\_\_  
Ronald Klemp

\_\_\_\_\_  
Pamela Saulnier

\_\_\_\_\_  
Steve Thiede

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

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

\_\_\_\_\_  
County Clerk

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

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

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



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

**MEMORANDUM**

**TO:** Outagamie County Zoning Committee  
**FROM:** Sadie DiNatale Burda, Deputy Director  
**DATE:** March 31, 2026  
**RE:** PL202600107: County Rezoning - Review & Recommendation

**Application Details:**

*Applicant / Owner:* Scott Andersen with Davel Engineering & Environmental, Applicant on behalf of Ronald Young II (Owner)  
*Request:* Rezoning - County  
*Parcel:* 200025600, 200024901, 200024900  
*Location:* West of Maloney Road  
 TOWN OF VANDENBROEK  
*Public Hearing:* April 28, 2026 @ 9 AM

**Background & Analysis:**

Scott Andersen, Davel Engineering & Environmental, applicant on behalf of Ron Young II (Owner), requested a County Rezoning. The attached rezoning map depicts the request. The proposal would rezone three parcels (200025600, 200024901, 200024900) totaling 18.41 acres to the Industrial District (IND). All three parcels are currently split-zoned General Agriculture District (AGD) and Industrial District (IND).

The rezone would allow for the continued operation of an existing industrial use (i.e., a pallet manufacturing business). The rezone would also remedy the split-zoning and bring the property further into compliance with the current code; specifically, Sec. 54-70(g) of the Outagamie County Code of Ordinances.

Table 1 presents the existing land use and zoning district patterns surrounding the subject site. The proposed industrial zoning is particularly compatible with the adjacent City of Kaukauna Industrial Park.

*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	Contractor/Industrial Yard and Agriculture Land
South	General Agriculture	Mix of Residential and Contractor Yard
East	Industrial	City of Kaukauna Industrial Park
West	General Agriculture	Agriculture Land

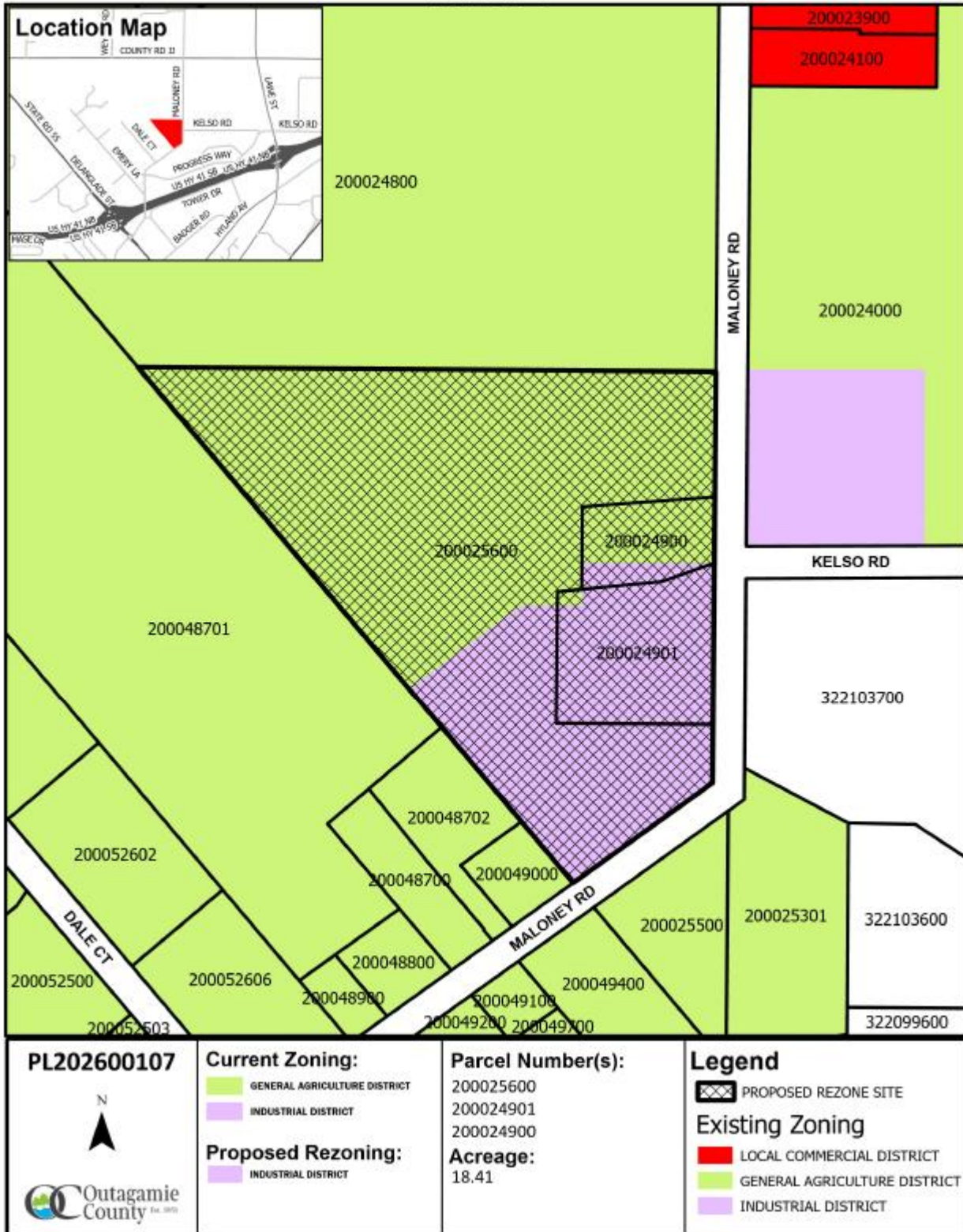
The Vandebroek Town Board reviewed the rezoning request on March 11, 2026 and recommended approval.

The County administers general zoning for the Town of Vandebroek 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 "Community Mixed Use." This designation allows for a range of uses, including light manufacturing and industrial uses.

**Staff Recommendation:**

Based on the findings of this proposed County Rezoning, Staff recommends to: approve the proposed rezoning of parcels 200025600, 200024901, 200024900 from the General Agriculture District (AGD) and the Industrial District (IND) to the Industrial District (IND) only.

**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):	Vandenbroek
Request:	Rezoning
Applicant or Petitioner Name:	Davel Engineering & Environmental
Applicant Contact Information (Preferred):	Scott Andersen
Site Parcel Number(s):	200024901, 200024900, 200025600
Site Address (if applicable):	N1901 Maloney Rd
Pre-Application Meeting Number (if applicable):	PL202600094
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>	To rezone the entire area as Industrial to support the expanded operation on the property and future expansion.

**COMPLETED BY THE CLERK:**

**Certification:**

I hereby certify that the Board of Vandenbroek, at a legally convened meeting of the Board held on 03/09/2026, voted to Approve  the Rezoning request:

 \_\_\_\_\_ 03/11/2026  
 Clerk Signature Date

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

***RESOLUTION NO.: 3—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1           Outagamie County (the County) has taken title to a parcel of land located in the Town of  
2           Ellington, Parcel ID Number 080044400, through the In-Rem Foreclosure process. The  
3           delinquent taxes, interest, and fees equal \$707.97. The Town of Ellington (the Town) would like  
4           to acquire the property in its efforts to revitalize and improve the Town. The Town will pay the  
5           County a total of \$707.97.

6  
7           No budget adjustment is necessary as there are funds already budgeted in the appropriate cost  
8           center.

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 approve the sale of In-  
13       Rem Tax Foreclosure property Parcel ID Number 080044400, Town of Ellington “as is” in the amount of  
14       \$707.97, with no budget adjustment necessary as the funds have already been budgeted in the appropriate  
15       cost center as detailed in the attached Agreement Between Outagamie County and the Town of Ellington,  
16       which by reference is made a part hereof, and

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

19          Dated this \_\_\_\_\_ day of May 2026

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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

AGREEMENT

Between Outagamie County and the Town of Ellington  
Pursuant to § 75.365, Wis. Stat.

THIS AGREEMENT is made and entered this 25 day of February, 2026, by and between the Town of Ellington, Wisconsin, a municipal corporation, ("Town") and Outagamie County, Wisconsin, a quasi-municipal corporation ("County").

RECITALS

WHEREAS, there is one (1) parcel of land located in the Town identified as the following described real estate, together with the rents profits, fixtures and other appurtenant interests (collectively "Property"):

Parcel Identification Number: 080044400

Legal Description:

The North 1 Acre of the West 8.82 Acres of Government Lot Number Two (2) in Section Nineteen (19), Township Twenty-two (22) North, Range Sixteen (16) East, lying North of Bear Creek, in the Town of Ellington, Outagamie County, Wisconsin.

Property Address: Elm Street, Town of Ellington, Wisconsin, 54944

WHEREAS, the County has not taken steps to locate or remediate potential environmental hazards on the property and has proceeded to acquire this parcel by in rem tax foreclosure; and

WHEREAS, the Town is interested in obtaining the property in its efforts to revitalize and improve the Town of Ellington; and

WHEREAS, the Town, recognizing the property is being sold as is with all defects, potential environmental hazards, or other imperfections, assumes the risk in purchasing the property in its current condition.

WHEREAS, the County and Town desire to enter into this agreement pursuant to §75.365, Wis. Stat:

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

ARTICLE 1  
ACQUISITION OF THE PROPERTY

Section 1.01 The County acquired the Property in its 2025 in rem tax foreclosure proceedings pursuant to the authority vested in the County by the Wisconsin Statutes.

- Section 1.02 The County agrees that it will convey the acquired Property to the Town by Quit Claim Deed upon the condition that the Town has approved and executed this Agreement.
- Section 1.03 The County's obligation to convey the Property as set forth above is contingent upon approval of the conveyance by the Outagamie County Board.
- Section 1.04 The Town agrees that in consideration of the Property, it shall remit to the County, by not later than 30 days after approval of the conveyance by the Outagamie County Board, the sum of \$707.97, the sum which consists of the outstanding unpaid taxes and interest of \$42.07 for tax years 2021-2025, and expenses of \$665.90 incurred during the in rem proceedings, and shall hereinafter be referred to as the "specified sum."
- Section 1.05 The Town agrees and acknowledges that the County's conveyance of the Property to the Town is a conveyance "as is" by Quit Claim Deed which will be prepared by County and recorded by the County.
- Section 1.06 The Town shall be responsible to pay the 2026 property taxes.
- Section 1.07 The Town shall be responsible for any costs it incurs to investigate, assess, remediate, or raze the Property at any time before or after the conveyance of the Property by the County.

**ARTICLE II  
INDEMNIFICATION**

- Section 2.01 The Town shall exonerate, save harmless, protect, indemnify and defend the County, its Board, officers, employees and agents from and against all losses, damages, claims, suits or actions, judgments, and costs whatsoever, including reasonable attorneys' fees, which may arise out of or be attributable to the conveyance of the Property from the County to the Town.
- Section 2.01 The Town shall exonerate, save harmless, protect, indemnify and defend the County, its Board, officers, employees, and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs, whatsoever, including reasonable attorneys' fees, which may arise out of or be attributable to the Property or investigation, assessment, remediation, or razing of the Property.
- Section 2.02 The County shall not be responsible or liable to the Town for any loss or damage that may be occasioned by or through either the acts or omissions of person occupying the Property, if any.

ARTICLE III  
ENVIRONMENTAL INDEMNIFICATION

Section 3.01 Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) Hazardous Substances. "Hazardous Substance" means any substance:

(1) the presence of which requires investigation, clean-up, removal or other remediation under any federal, state or local statute, regulation, ordinance, order, action policy or common law; or

(2) which is or becomes defined as a contaminant, a solid waste, a hazardous waste, a toxic waste, a hazardous substance, a pollutant, chemical, substance or material or any other substance subject to control under any applicable environmental law, now or hereafter in effect, including without limitation: the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S. C. § 7401 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; or under the laws of the State of Wisconsin or under any other applicable environmental law, whether now existing or hereafter in effect (the "Environmental Laws"); or

(3) is toxic, explosive, corrosive, flammable, infections, radioactive, carcinogenic, mutagenic, or otherwise hazardous; or

(4) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property.

(b) Environmental Requirements. "Environmental Requirements" mean all applicable present and future statues, regulations, rules, ordinances, codes, licenses, permits or orders of all governmental agencies, departments or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened release of Hazardous Substance whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage disposal, transport, or handling of Hazardous Substance, and all requirements pertaining to the protection of the health and safety of employees or the public.

(c) Environmental Damages. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities

(including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees and the cost of complying with any equitable form of relief or the result of any injunctive or similar action whether brought by the state or federal government, a private person or organization or any other party), any of which are incurred at any time as a result of the actual or suspected existence of any Hazardous Substances upon, about or beneath the Property or migrating or threatening to migrate to or from the Property, or the actual or suspected existence of a violation of Environmental Requirements pertaining to the Property, regardless of whether the actual or suspected existence of such Hazardous Substances or violation of Environmental Requirements arose prior to the present ownership or operation of the Property.

Section 3.02 Indemnification. The Town, for itself and its legal representatives, heirs, successors, and guarantors, jointly and severally agree to indemnify, defend (with counsel reasonable approved by the indemnification parties), reimburse and hold harmless the County, its elected officials, employees, agents and successors, and assigns (the "indemnified parties"). The Town agrees to indemnify, defend, reimburse and hold harmless the indemnified parties from and against any and all Environmental Damages arising from the actual or suspected presence of any Hazardous Substance upon, about or beneath the Property or migrating to or from the Property, or arising in any manner whatsoever out of the actual or suspected violation of any Environmental Requirements pertaining to the Property and the former, current or future activities thereon by any party, or from the breach of any warranty or covenant or the inaccuracy of any representation of the Town contained in this Agreement; provided, however, that the Town shall not be required to indemnify, defend, reimburse or hold harmless any of the indemnified parties for any Environmental Damages arising out of the presence of any Hazardous Substances which were deposited or disposed of on the Property on or after the date the Property is conveyed to the Town.

Section 3.03 Term. The obligations of the Town under this Agreement shall be continuing and shall fully survive indefinitely.

Section 3.04 Investigation. The obligations of the Town under this Agreement shall not be affected by any investigation by or on behalf of the County or any other indemnified party, or by any information that the County or any other indemnified party may have or obtain with respect thereto.

Section 3.05 Expenditures for Property. The County shall have no responsibility for the payment of expenditures made and all liabilities incurred in performing the Town's obligations under this Agreement, including, but not limited to, fees of the engineers, surveyors, and consultants; the cost of environmental surveys; the cost of site clean-up, and remediation of any Hazardous Substances and other expenses. However, the Town may apply for use of grant funding

through the County for Phase 1 and 2 work (investigation and development of a remediation plan), but such funds may not be used for digging or any other remediation activities.

ARTICLE IV  
MISCELLANEOUS

Section 4.01 Notices. All notices, demands, requests, consents, approvals and other communications required to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or by private courier or by facsimile transmission (followed by first class mail delivery of the original), addressed to the party to be so notified as follows:

If to County:           Outagamie County Treasurer  
                                  ATTN: Rochelle Oskey – Treasurer  
                                  320 South Walnut Street  
                                  Appleton, WI 54911

If to Town:             Town of Ellington  
                                  ATTN: Municipal Clerk  
                                  N3802 State Rd 76,  
                                  Hortonville, WI 54944

Notice shall be deemed received three (3) days after the mailing thereof. Either party may at any time change the address for notice of such party by mailing a notice to the other party.

Section 4.02 Captions. The captions of Articles and Section are convenience of reference only, and shall not affect the construction to be given any provision hereof.

Section 4.03 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, if any, with respect thereto, and may not be amended, supplemented or terminated, nor shall any obligation or condition be deemed waived, except by a written instrument signed by the parties.

Section 4.04 Third party beneficiaries. The parties do not intend to confer any benefits hereunder on any person other than the parties hereto.

Section 4.05 No Assignment. The Town and the County agree that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

Section 4.06 Venue. This Agreement shall be governed by the laws of the State of Wisconsin and venue shall lie in the Circuit Court for and in Outagamie County, Wisconsin.



Town of Ellington

By: Joseph Schumacher  
Joseph Schumacher, Town Chairperson

By: Harold Steenbock  
Harold Steenbock, Town Supervisor

By: William Boudnik  
William Boudnik, Town Supervisor

State of Wisconsin )  
                                  ) ss.  
Outagamie County )

Personally came before me this 25 day of February 2026, the above named ~~Joseph Schumacher, Harold Steenbock, William Boudnik~~ to me known to be the persons who executed the foregoing Agreement and acknowledged the same.

Sherri L. Fassbender

Notary Public, State of Wisconsin  
My commission expires: 4/13/2028

This Agreement was drafted by:  
Attorney Dawn T. Shaha  
Outagamie County  
Deputy Corporation Counsel  
State Bar No. 1054116



***RESOLUTION NO.: 4—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1           Outagamie County is interested in maintaining, acquiring, developing, and ensuring a  
2           program of snowmobile trails for public outdoor recreation purposes, which are eligible for  
3           funds under Wis. Stats. §23.09(26).  
4

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

7           BE IT RESOLVED, that the Outagamie County Board of Supervisors is desirous of making  
8           application for State aid for the purposes of maintaining, acquiring, developing, and ensuring a program of  
9           snowmobile trails for public recreational use, and

10           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does hereby  
11           authorize and approve the Outagamie County Parks Director and/or Operations and Recreation Manager  
12           to act on behalf of Outagamie County by submitting an application to the Wisconsin Department of Natural  
13           Resources for any financial aid that may be available, sign documents, and take any necessary action to  
14           undertake, direct and complete approved projects, and

15           BE IT STILL FURTHER RESOLVED, that Outagamie County will meet the financial obligation  
16           of accepted grants, 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 Executive and the Outagamie County Parks Director.

19           Dated this \_\_\_\_ day of May 2026.  
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
Dean Culbertson

\_\_\_\_\_  
Lee W. Hammen

\_\_\_\_\_  
Jayson Winterfeldt

\_\_\_\_\_  
Yvonne Monfils

\_\_\_\_\_  
Ryan Ferguson

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

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

\_\_\_\_\_  
County Clerk

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

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

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

# ***RESOLUTION NO.: 5—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

*2/3 MAJORITY – 24 VOTES*

1           The Appleton International Airport (the Airport) wishes to purchase real estate located along  
2           Aerotech Drive in the Village of Greenville from Aerotech Drive Property LLC in the  
3           amount of \$168,500 plus closing costs. Additionally, the Airport wishes to purchase real  
4           estate located along College Avenue in the Village of Greenville from PCI College Avenue  
5           Land, LLC in the amount of \$561,500 plus closing costs. The properties are located directly  
6           across the street from the Airport and will provide land to pave for additional parking spaces  
7           for ATW Express Park. The Airport will utilize cash on hand to purchase the property. This  
8           resolution approves the land purchase and corresponding budget adjustment.  
9

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

12           BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the attached  
13           Agreement for Purchase and Sale of Fee Ownership, which by reference is made a part hereof, for the  
14           parcels of real estate located on Aerotech Drive, Greenville, from Aerotech Drive Property, LLC in the  
15           amount of \$168,500, and

16           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve the  
17           attached Agreement for Purchase and Sale of Fee Ownership, which by reference is made a part hereof, for  
18           the parcels of real estate located on College Avenue, Greenville, from PCI College Avenue Land, LLC in  
19           the amount of \$561,500, and

20           BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors does  
21           approve increasing the Airport Terminal Capital Outlay line item by \$730,000, and decreasing the Airport  
22           Terminal Fund Balance applied line item by \$730,000 as noted on the attached fiscal note, which by  
23           reference is made a part hereof, and

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

4 Dated this \_\_\_\_ day of May 2026.

6 Respectfully Submitted,

8 PROPERTY, AIRPORT, RECREATION &  
9 ECONOMIC DEVELOPMENT COMMITTEE

14 \_\_\_\_\_  
15 Dean Culbertson

14 \_\_\_\_\_  
15 Lee W. Hammen

19 \_\_\_\_\_  
20 Jayson Winterfeldt

19 \_\_\_\_\_  
20 Yvonne Monfils

24 \_\_\_\_\_  
25 Ryan Ferguson

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

31 Signed: \_\_\_\_\_  
32 Board Chairperson

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

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

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

39 Signed: \_\_\_\_\_  
40 County Executive

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

AGREEMENT made this 16th day of March 2026 by and between Aerotech Drive Property, LLC (“Seller”) and Outagamie County - Appleton International Airport. (“Buyer”).

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

1. **Fee Acquisition.** Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase certain parcels of real estate, located on Aerotech Drive, City of Appleton, County of Outagamie, Wisconsin, and more particularly described as Lot 1 on Exhibit 1 attached hereto and incorporated herein (the “Property”). All fixtures, if any, are included in this acquisition.
2. **Purchase Price.** The purchase price for the Property is \$168,500.00 which will be paid by Buyer to Seller in cash at closing subject to contingencies listed herein.
3. **Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of Closing unless otherwise provided for herein. At such time, Property shall be free of all debris and personal property.
4. **Closing and Place of Closing.** This transaction shall be closed (the “Closing”) at a date, time and place to be agreed to in writing by Seller and Buyer subsequent to approval of the purchase by the Outagamie County Board, but Closing shall be no later than 60 days after such approval.
5. **Closing Costs.** Any and all closing costs associated with the transaction contemplated hereby shall be paid by Buyer, including, but not limited to, any fees associated with title insurance, real estate transfer return fees, and deed preparation and recording fees.
6. **Closing Prorations.** The following items shall be prorated at Closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, and property owner’s association assessments. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.
7. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of Closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and tear. If prior to Closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Agreement, if the Buyer so elects. If the damages shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Agreement may be canceled at option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller’s deductible on such policy.
8. **Definition of Fixtures.** A “Fixture” is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: landscaping, garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric

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

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

10. **Conveyance and Title Evidence.**

- (a) **Form of Title Evidence:** Seller shall obtain evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current form issued by an insurer licensed to write title insurance in Wisconsin.
- (b) **Provision of Merchantable Title:** Buyer shall pay all costs of providing title evidence. For purposes of Closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer not less than 3 business days before Closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of Closing and standard title insurance requirements and exceptions, as appropriate.
- (c) **Title Acceptable for Closing:** If title is not acceptable for Closing, Buyer shall notify Seller in writing of objections to title by the time set for Closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for Closing shall be extended accordingly. If Buyer does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for Closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

- (a) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the Property.
- (b) Any government agency or court order requiring repair, alteration, or correction of any existing condition of the Property.
- (c) Shoreland or special land use regulations affecting the Property, excepting duly recorded easement and covenants, and rules and laws related to the Airport Overlay District; and

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



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**SELLER:**

By: Aerotech Drive Property LLC

By: Hoffman Holdings, LLC

 04/17/26

Paul Hoffman, Sole Member and Manager



Lot #	Lot ID (tax)	Acres	
Lot 1	111175900	2.19	Aerotech Drive Property, LLC
Lot 2	111175800	2.10	PCI College Avenue Land, LLC
Lot 7	111176400	2.38	PCI College Avenue Land, LLC
Lot 8	111176500	3.85	PCI College Avenue Land, LLC
Totals		10.52	

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

AGREEMENT made this 15th day of April by and between PCI College Avenue Land, LLC ("Seller") and Outagamie County - Appleton International Airport. ("Buyer").

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

1. **Fee Acquisition.** Subject to the terms of this Agreement, Seller agrees to sell and Buyer agrees to purchase certain parcels of real estate, located on College Avenue, City of Appleton, County of Outagamie, Wisconsin, and more particularly described as Lots 2, 7, and 8 on Exhibit 1 attached hereto and incorporated herein (the "Property"). All fixtures, if any, are included in this acquisition.
2. **Purchase Price.** The purchase price for the Property is \$561,500.00 which will be paid by Buyer to Seller in cash at closing subject to contingencies listed herein.
3. **Closing and Place of Closing.** This transaction shall be closed (the "Closing") at a date, time and place to be agreed to in writing by Seller and Buyer subsequent to approval of the purchase by the Outagamie County Board, but Closing shall be no later than 60 days after such approval.
4. **Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of Closing unless otherwise provided for herein. At such time, Property shall be free of all debris and personal property.
5. **Closing Costs.** Any and all closing costs associated with the transaction contemplated hereby shall be paid by Buyer, including, but not limited to, any fees associated with title insurance, real estate transfer return fees, and deed preparation and recording fees.
6. **Closing Prorations.** The following items shall be prorated at Closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, and property owner's association assessments. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.
7. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of Closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and tear. If prior to Closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Agreement, if the Buyer so elects. If the damages shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Agreement may be canceled at option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy.
8. **Definition of Fixtures.** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: landscaping, garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric

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

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

10. **Conveyance and Title Evidence.**

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

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

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

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

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

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

(c) Shoreland or special land use regulations affecting the Property, excepting duly recorded easements and covenants, and rules related to the Airport Overlay District; and

- (d) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the Property
  - (e) Any government agency attempting to take the property via eminent domain or any other state vested power.
12. **“As-Is”**. Except for the Seller Warranties set forth in Section 11 above, it is agreed and understood that Seller is selling, and Buyer is purchasing, the Property in “as is” condition. Buyer waives any rights it may otherwise have under Wis. Stat. § 709.02, including the right to receive a Real Estate Condition Report, if any. Seller makes no representations or warranties whatsoever with respect to the condition of the Property, and Buyer accepts the Property with all faults and defects.
13. **Special Assessments**. Special assessments, if any, for work on site actually commenced prior to the date of this Agreement shall be paid by the Seller. Special assessments, if any, for work on site actually commenced after the date of this Agreement shall be paid by the Buyer.
14. **Entire Contract**. This document, including any amendments to it, contains the entire Agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This Agreement binds and inures to the benefit of the Parties to this Agreement and their successors in interest.
15. **Miscellaneous**. Buyer and Seller further agree as follows:
- (a) Seller warrants that the Property is not under lease.
  - (b) At Closing, Seller shall assign, transfer, and convey to Buyer all of Seller’s right, title, and interest in and to any and all leases, rental agreements, tenancies, and occupancy agreements (written or oral) affecting the Property, together with all security deposits (if any) and all rights to collect rents and enforce tenant obligations accruing from and after Closing (collectively, the “Leases”). Seller shall deliver to Buyer at or before Closing true and complete copies of all Leases and a rent roll, and shall execute and deliver an assignment of leases and security deposits in a form reasonably acceptable to Buyer. Seller represents that it has not modified, terminated, or granted any new Lease without Buyer’s prior written consent (not to be unreasonably withheld) after the Effective Date of this Agreement.
  - (c) The Seller hereby agrees that Seller will save and hold Buyer harmless from any and all claims for personal injury or damages to personal property on the Property or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of said Property. The Seller assumes all responsibility for the proper maintenance of the Property to and including the date of vacation as herein above agreed.
  - (d) The Seller further agrees to pay all utility bills and present evidence of such payment prior to receiving payment under this Agreement.
  - (e) The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the Property by reason of existing shared well agreements, or easements for the purpose of water rights and septic disposal rights.

- (f) The Seller further agrees to save and hold Buyer harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of a well or septic disposal system. The Seller agrees to furnish property documents to affect these releases.
- (g) Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.
- (h) The warranties, covenants and representations made herein survive the Closing and the conveyance of this Property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this Agreement.

16. **Binding Effect.** This Agreement is binding on the successors and assigns of the parties hereto.

17. **Special Conditions.**

- (a) Buyer's obligation to purchase the Property under this Agreement is contingent upon Buyer, at Buyer's expense, obtaining written approval from the Village of Greenville for both of the following: 1) to combine Lots 1 and 2 (Parcel ID Numbers 111175900 and 111175800, respectively (*see Exhibit 1*)) with each other and with the adjacent property (Parcel ID #111175901) into one property ("Lot Combination Approval 1"), and upon issuance of any required certified survey map, recorded deed(s), or other recorded instrument(s) necessary to effectuate the combination before Closing; and 2) to combine Lots 7 and 8 (Parcel ID Numbers 111176400 and 111176500, respectively (*see Exhibit 1*)) with each other into one property ("Lot Combination Approval 2"), and upon issuance of any required certified survey map, recorded deed(s), or other recorded instrument(s) necessary to effectuate the combination before Closing. Buyer shall promptly submit an application for Lot Combination Approval 1 and 2 and shall act in good faith to pursue the approvals. Seller shall reasonably cooperate and act in good faith to facilitate the Lot Combination Approval 1 and 2, including executing any necessary documents. If Lot Combination Approval 1 is not obtained Buyer may, by written notice, terminate this Agreement and the parties shall have no further obligation to each other except as otherwise expressly provided for in this Agreement.
- (b) **Lease and Covenant Termination.** Buyer's obligation to purchase the Property under this Agreement is contingent upon the satisfaction of the following conditions: (i) Seller will provide Notice of Termination of the Sign Location Lease dated February 1, 2019, between Seller and Tenant Lamar Advertising ("Sign Lease") within three (3) days of acceptance of Agreement; and (ii) the Aerotech Business Park Protective Covenants dated March 29, 1999 ("Covenants"), shall be terminated or formally released of record prior to Closing. If both such conditions are not timely fulfilled, Buyer may, by written notice, terminate this Agreement and the parties shall have no further obligation to each other except as otherwise expressly provided for in this Agreement.
- (c) This Agreement will be incorporated into a subsequent resolution and Purchase Agreement to be signed by the parties at closing and is contingent upon Outagamie County Board approval. In the absence of such approval, this Agreement and subsequent agreements shall be null and void. Purchaser will be attempting to have the agreement approved by the May 26th Outagamie County Board meeting.
- (d) By receipt of this Agreement, Seller understands and acknowledges, the County's desire to have this transaction remain confidential unless and until the transaction is completed. All information related


to this offer, including without limitation all documents, discussions, and correspondence are to be kept confidential by the Seller.

- (e) Seller shall have until 5:00 PM, on April 20th, 2026 to accept the offer of purchase made in this Agreement. If the offer of purchase is not accepted upon the close of business on April 20th, 2026, the offer extended herein is null and void.


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

**BUYER:**

OUTAGAMIE COUNTY

By:   
Abe Weber  
Outagamie County – Appleton Airport

APPROVED AS TO FORM:

By:   
Kyle J. Sargent  
Corporation Counsel

**SELLER:**

By: 

By: \_\_\_\_\_  
BRADLEY D. SCHWAB - MANAGER  
PCI - COLLEGE AVE. LAND, LLC



Lot #	Lot ID (tax)	Acres	
Lot 1	111175900	2.19	Aerotech Drive Property, LLC
Lot 2	111175800	2.10	PCI College Avenue Land, LLC
Lot 7	111176400	2.38	PCI College Avenue Land, LLC
Lot 8	111176500	3.85	PCI College Avenue Land, LLC
Totals		10.52	

**OUTAGAMIE COUNTY FISCAL NOTE**

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

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

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

The Appleton International Airport wishes to purchase the real estate located along Aerotech Drive in the Village of Greenville from PCI College Avenue Land, LLC and Aerotech Drive Property LLC in the amount of \$730,000 plus closing costs. The property is located directly across the street from the Airport and will provide land to pave for additional parking spaces for ATW Express Park. The Airport will utilize cash on hand to purchase. The Airport is requesting a budget adjustment for the purchase of the land.

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

Revenues                       Expenses (Cost)                       None

- 3. Is the specific cost or revenue included in the current year's budget?                      yes ( )    no (X )    partially ( )
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item?                      yes ( )    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	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Airport Terminal	Capital Outlay	5000110.6000	730,000
Airport Terminal	Fund Balance Applied	5000110.8955	(730,000)

**Annual and Long-Term Impact**

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

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

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: <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: 3/3/2026	_____
Comments:	

***RESOLUTION NO.: 6—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

*2/3 MAJORITY – 24 VOTES*

1           The Appleton International Airport (the Airport) wishes to purchase real estate and all  
2           structures and other improvements located at W6887 West Spencer Road in the Village of  
3           Greenville in the amount of \$461,000 plus closing costs. The property is located directly  
4           across the street from the Airport and will provide land for future airport development. The  
5           Airport will utilize cash on hand to purchase the property. This resolution approves the land  
6           purchase and corresponding budget adjustment.  
7

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

10           BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the attached  
11           Agreement for Purchase and Sale of Fee Ownership, which by reference is made a part hereof, for the  
12           parcel of real estate and all structures and other improvements located at W6887 West Spencer Road,  
13           Village of Greenville, from Brenda M. Holz, Barbara J. Lemmers, and Kathy Ziehl in the amount of  
14           \$461,000, and

15           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
16           increasing the Airport Terminal Capital Outlay line item by \$461,000, and decreasing the Airport Terminal  
17           Fund Balance applied line item by \$461,000 as noted on the attached fiscal note, which by reference is  
18           made a part hereof, and

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

22           Dated this \_\_\_\_ day of May 2026.

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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
Dean Culbertson

\_\_\_\_\_  
Lee W. Hammen

\_\_\_\_\_  
Jayson Winterfeldt

\_\_\_\_\_  
Yvonne Monfils

\_\_\_\_\_  
Ryan Ferguson

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

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

\_\_\_\_\_  
County Clerk

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

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

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

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

AGREEMENT made this 9th day of April 2026 by and between Brenda M. Holz; Barbara J. Lemmers, and Kathy Ziehl ("Seller") and Outagamie County - Appleton International Airport. ("Buyer").

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

1. **Fee Acquisition.** Subject to the terms of this Contract, Seller agrees to sell and Buyer agrees to purchase the real estate, and all structures and other improvements located at W6887 West Spencer Road, Village of Greenville, County of Outagamie, Wisconsin, and more particularly described on Exhibit 1 attached hereto and incorporated herein (the "Property"). All fixtures are included in this acquisition.
2. **Purchase Price.** The purchase price for the Property is \$461,000 which will be paid by Buyer to Seller in cash at closing subject to contingencies listed herein.
3. **Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of Closing unless otherwise provided for herein. At such time, Property shall be free of all debris and personal property.
4. **Closing and Place of Closing.** This transaction shall be closed (the "Closing") at a date, time and place to be agreed to in writing by Seller and Buyer not more than 90 days subsequent to approval of the purchase by the Outagamie County Board.
5. **Closing Costs.** Any and all closing costs associated with the transaction contemplated hereby shall be paid by Buyer, including, but not limited to, any fees associated with title insurance, real estate transfer return fees, and deed preparation and recording fees.
6. **Closing Proration.** The following items shall be prorated at Closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, and property owner's association assessments. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year.
7. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of Closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and tear. If prior to Closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Agreement, if the Buyer so elects. If the damages shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Agreement may be canceled at option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy.
8. **Definition of Fixtures.** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: landscaping, garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric

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

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

10. **Conveyance and Title Evidence.**

(a) **Form of Title Evidence:** Seller shall obtain evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current form issued by an insurer licensed to write title insurance in Wisconsin. Title shall be obtained no later than 60 days after County Board approval.

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

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

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

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

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

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

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

- (e) Any government agency attempting to take the property via eminent domain or any other state vested power.
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- 13. **Special Assessments.** Special assessments, if any, for work on site actually commenced prior to the date of this Agreement shall be paid by the Seller. Special assessments, if any, for work on site actually commenced after the date of this Agreement shall be paid by the Buyer.
- 14. **Entire Contract.** This document, including any amendments to it, contains the entire Agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This Agreement binds and inures to the benefit of the Parties to this Agreement and their successors in interest.
- 15. **Miscellaneous.** Buyer and Seller further agree as follows:
  - (a) Seller warrants that the Property is not under lease.
  - (b) The Seller hereby agrees that Seller will save and hold Buyer harmless from any and all claims for personal injury or damages to personal property on the Property or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of said Property. The Seller assumes all responsibility for the proper maintenance of the Property to and including the date of vacation as herein above agreed.
  - (c) The Seller further agrees to pay all utility bills and present evidence of such payment prior to receiving payment under this Agreement.
  - (d) The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the Property by reason of existing shared well agreements, or easements for the purpose of water rights and septic disposal rights.
  - (e) The Seller further agrees to save and hold Buyer harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of a well or septic disposal system. The Seller agrees to furnish property documents to affect these releases.
  - (f) Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.
  - (g) The warrantics, covenants and representations made herein survive the Closing and the conveyance of this Property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this Agreement.
- 16. **Binding Effect.** This Agreement is binding on the successors and assigns of the parties hereto.



**SELLER:**

By: Brenda Mae Holz  
Brenda Mae Holz

By: Kathy Ann Ziehl  
Kathy Ann Ziehl

By: Barbara Jean Lemmers  
Barbara Jean Lemmers

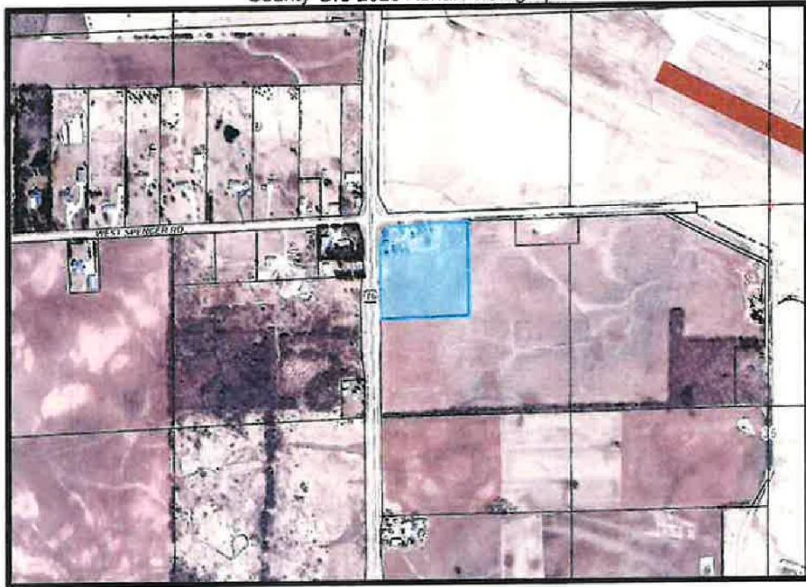
Approved as to form:



Kyle J. Sargent  
Corporation Counsel

MAPS OF THE SUBJECT PROPERTY

County GIS 2025 Aerial Photograph



County GIS 2025 Aerial Photograph



**OUTAGAMIE COUNTY FISCAL NOTE**

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

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

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

The Appleton International Airport wishes to purchase the real estate located along W6887 West Spencer Road in the Village of Greenville n the amount of \$461,000 plus closing costs. The property is located directly across the street from the Airport and will provide land for future airport development. The Airport will utilize cash on hand to purchase. The Airport is requesting a budget adjustment for the purchase of the land.

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

Revenues                       Expenses (Cost)                       None

- 3. Is the specific cost or revenue included in the current year's budget?                      yes ( )    no (X )    partially ( )
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item?                      yes ( )    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>
Airport Terminal	Capital Outlay	5000110.6000	461,000
Airport Terminal	Fund Balance Applied	5000110.8955	(461,000)

**Annual and Long-Term Impact**

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

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

Fiscal Note Prepared by: Abe Weber/Katie Horan

<b>For Financial Services purposes only</b>	
Reviewed By:  <i>Michelle 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: 4/28/206	_____
Comments:	

# ***RESOLUTION NO.: 7—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***2/3 MAJORITY – 24 VOTES***

1           The Friends of Mosquito Hill wish to donate the material and labor to install a Motus station  
2           at Mosquito Hill Nature Center. Motus is an antenna and related hardware used to track  
3           migratory birds and other animals. Motus is a diverse, networked community of  
4           researchers, practitioners, companies, organizations, and people working cooperatively  
5           towards shared science and conservation objectives. Motus can be used to study the  
6           movement and behavior of birds, bats, and large insects at multiple spatial-temporal scales.  
7           Motus will be incorporated into outreach, outdoor education, or classroom activities as a  
8           way to build knowledge about movement, behavior, and conservation of birds and other  
9           wildlife.

10  
11           This resolution approves accepting the unsolicited donation from The Friends of Mosquito  
12           Hill and the corresponding budget adjustment.

13  
14           NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic  
15           Development Committee recommend adoption of the following resolution.

16           BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve  
17           the Outagamie County Parks Department to accept and expend an unsolicited donation from The Friends  
18           of Mosquito Hill in the amount of \$8,000, and

19           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
20           increasing the Mosquito Hill Capital Outlay Fixed Equipment and Donations line items by \$8,000 each as  
21           detailed on the attached fiscal note, which by reference is made a part hereof, and

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

25           Dated this \_\_\_\_ day of May 2026.

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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
Dean Culbertson

\_\_\_\_\_  
Lee W. Hammen

\_\_\_\_\_  
Jayson Winterfeldt

\_\_\_\_\_  
Yvonne Monfils

\_\_\_\_\_  
Ryan Ferguson

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

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

\_\_\_\_\_  
County Clerk

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

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

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



# ***RESOLUTION NO.: 8—2026-27***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1 The U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grants  
2 Program provides dedicated, discretionary funding for transportation infrastructure  
3 projects of local or regional significance. Eligible projects for Federal Fiscal Year 2026  
4 SS4A Grants Program include Planning and Demonstration projects to prevent roadway  
5 fatalities and serious injuries in a locality or region or on Tribal land.  
6

7 The East Central Wisconsin Regional Planning Commission (ECWRPC) adopted a  
8 Comprehensive Safety Action Plan (CSAP) on January 25, 2024 for the Appleton (Fox  
9 Cities) and Oshkosh Metropolitan Planning Organizations (MPOs) and was amended on  
10 March 28, 2024 to align with newer requirements of the SS4A program. The CSAP  
11 identifies High-Injury Networks (HIN) for each MPO and individual municipalities that  
12 pinpoint dangerous transportation corridors and intersections based on crash analysis  
13 modeling that indexes crashes with fatalities or serious injuries and environmental factors  
14 that increase crash risk. County Trunk Highway (CTH) JJ, from State Trunk Highway  
15 (STH) 47 to CTH E was identified on page 335 in the CSAP as the second top priority  
16 project with 211 crashes including four (4) serious injuries and two (2) fatalities, between  
17 years 2018 and 2022.  
18

19 The ECWRPC, as the MPO, intends to apply for a \$450,000 SS4A grant for the  
20 development of a corridor study to include an updated road safety audit and  
21 recommendations for a roadway safety plan to prevent transportation-related deaths and  
22 injuries along the CTH JJ corridor. The project is included in the Outagamie County  
23 Comprehensive Plan 2040. The local share portion of the project will be shared with the  
24 City of Appleton, with each entity contributing 50% of the total local cost contribution  
25 required by the SS4A Grant Program.  
26

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

29 BE IT RESOLVED, that the Outagamie County Board of Supervisors does support and approve  
30 an application to the U.S. Department of Transportation for Federal Fiscal Year 2026 Safe Streets and  
31 Roads for All (SS4A) Planning and Demonstration funding and directs East Central Wisconsin Regional  
32 Planning Commission staff to submit the application on behalf of Outagamie County, and

1 BE IT FURTHER RESOLVED, that Outagamie County will meet the financial obligation of  
2 accepted grants, as detailed on the attached local cost share table, which by reference is made a part hereof,  
3 and

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

7 Dated this \_\_\_\_ day of May 2026.

8 Respectfully Submitted,

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10 HIGHWAY, RECYCLING AND SOLID  
11 WASTE COMMITTEE

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14  
15 \_\_\_\_\_  
16 Joy Hagen

\_\_\_\_\_ Daniel Nejedlo

17  
18  
19  
20 \_\_\_\_\_  
21 Jason Wegand

\_\_\_\_\_ Dennis Clegg

22  
23  
24  
25 \_\_\_\_\_  
26 Carla Hales

27  
28  
29 Duly and officially adopted by the County Board on: \_\_\_\_\_  
30

31  
32 Signed: \_\_\_\_\_  
33 Board Chairperson

\_\_\_\_\_ County Clerk

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

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

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

<b>CTH JJ Corridor Study</b>		
<b>SS4A Grant Local Match Proration</b>		
	Percent	Amount
<b>Total Project Cost</b>		<b>\$450,000</b>
Fed	80%	\$360,000
Local Match	20%	\$90,000
<b>Local Match</b>		
		<b>\$90,000</b>
Outagamie County	50%	\$45,000
City of Appleton	50%	\$45,000