

RESOLUTION NO.: 88—2023-24

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

Outagamie County (the County) has taken title to a parcel of land located in the City of Kaukauna, Parcel ID Number 325021200, through the In-Rem Foreclosure process. The delinquent taxes, interest, and fees equal \$372.36. The City of Kaukauna (the City) would like to acquire the property. The City will pay the County a total of \$372.36.

The parcel is adjacent to the Konkapot Trail which the City maintains. This is a small parcel that is landlocked with minimal value to any other party. The City may be able to utilize this land for a rest area or some other purpose.

No budget adjustment is necessary as there are funds already budgeted in the appropriate cost center. This property is being offered solely to the City of Kaukauna based on their request.

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

BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the sale of In-Rem Tax Foreclosure property Parcel ID Number 325021200, City of Kaukauna “as is” in the amount of \$372.36, with no budget adjustment necessary as the funds have already been budgeted in the appropriate cost center as detailed in the attached fiscal note and Agreement between Outagamie County and the City of Kaukauna, which by reference are made a part hereof, and

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

Dated this ____ day of January 2024.

Respectfully Submitted,

FINANCE COMMITTEE

Nadine Miller

Chris Croatt

John Cuff

Karen Lawrence

Steve Thiede

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** City of Kaukauna offer to purchase In-Rem foreclosure property – 325021200 for \$372.36

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 County has taken title to this property through the In-Rem Foreclosure process. The delinquent taxes, interest, and fees equaled \$372.36 and the City of Kaukauna would like to acquire the property. They would pay the County the total of \$372.36 to make the County whole.

The parcel is adjacent to the Konkapot Trail that the City maintains. This is a small parcel that is landlocked with minimal value to any other party. The City may be able to utilize this land for a rest area or some other purpose.

No budget adjustment is necessary since there are funds already budgeted in the appropriate cost center. This is being brought forward for your consideration as the property is not being put out for sales bids but is just being offered solely to the City of Kaukauna based on their request.

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

☐ Revenues

☐ Expenses (Cost)

☒ None

3. Is the specific cost or revenue included in the current year's budget? yes (☒) no () partially ()

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (☒) n/a (☒)

5. Is the proposal to accept additional revenues only? yes () no (☒)

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

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

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

Annual and Long-Term Impact

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

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

Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Trenten Woelfel

For Financial Services purposes only

Reviewed By:

Trenten J. Woelfel

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

Detail Expenditures Account Number

Amount

N/A

Date: 12/27/2023

Comments:

AGREEMENT

Between Outagamie County and City of Kaukauna Pursuant to §75.365, Wis. Stats.

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Kaukauna, Wisconsin, a municipal corporation, ("CITY") and Outagamie County, Wisconsin, a quasi-municipal corporation ("COUNTY").

RECITALS

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

Parcel Identification Number: 325021200

Lot "F" in Government Lot 8 of Section Twenty-one (21), Township Twenty-one (12) North, Range Eighteen (18) East, City of Kaukauna, Outagamie County, Wisconsin.

PROPERTY ADDRESS: (no address), Kaukauna, WI 54944

hereafter referred to as the "PROPERTY"; and,

WHEREAS, the COUNTY has not done any due diligence regarding potential environmental hazards on the property and has not proceeded to acquire these parcels by *in rem* tax foreclosure; and

WHEREAS, the CITY is interested in the PROPERTY for a future possible improvement to the Konkapot Trail in the City of Kaukauna; and

WHEREAS, the COUNTY and CITY desire to enter into this agreement pursuant to §75.365, Wis. Stats.;

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 I
ACQUISITION OF THE PROPERTY**

- Section 1.01 The COUNTY has included the property in its 2023 *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 make reasonable efforts to acquire the PROPERTY by *In Rem* Tax Foreclosure proceedings. The COUNTY and the CITY recognize that even though the COUNTY has included the PROPERTY in its 2023 *In Rem* Tax Foreclosure proceedings, it is possible that the Outagamie County Circuit Court may refuse to order or adjudge that the COUNTY be vested with an estate in fee simple absolute in the PROPERTY.
- Section 1.03 The COUNTY agrees that in the event the COUNTY acquires the PROPERTY by *In Rem* Tax Foreclosure proceedings it will thereafter convey the acquired PROPERTY to the CITY by Quit Claim Deed(s) upon the condition that the CITY has approved and executed this Agreement.
- Section 1.04 The COUNTY and CITY agree that the amount of \$372.36 is the outstanding delinquent real property taxes (this amount includes interest through 09/30/2023 and special assessments/charges that the COUNTY has previously settled with the CITY), and expenses accrued by the COUNTY in the *in rem* process due for the PROPERTY for the tax years 2019 through 2022, inclusive, calculated through 09/30/2023 as follows:
- | | | |
|---------------------------|----|---------------|
| Property Taxes 2019-2022: | \$ | 21.36 |
| Publication Costs: | \$ | 246.00 |
| Title Letter: | \$ | 75.00 |
| ROD Filing Fees: | \$ | 30.00 |
| Appraisal Fee: | \$ | 0.00 |
| | \$ | <u>372.36</u> |
- Section 1.05 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 1.06 The CITY agrees and acknowledges that the COUNTY'S conveyance of the PROPERTY to the CITY is a conveyance "as is", by Quit Claim Deed(s) which will be prepared by COUNTY and recorded by the COUNTY.
- Section 1.07 The CITY shall be responsible to pay the 2023 Property Tax Bill.

ARTICLE II
INDEMNIFICATION

- Section 2.01 The CITY shall exonerate, save harmless, protect, indemnify and defend the COUNTY, its 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 conveyance of the PROPERTY from the COUNTY to the CITY.
- Section 2.02 The CITY shall exonerate, save harmless, protect, indemnify and defend the COUNTY, its 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.
- Section 2.03 The COUNTY shall not be responsible or liable to the CITY for any loss or damage that may be occasioned by or through either the acts or omissions of persons 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 Substances" 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. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Toxic Substances 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) which is toxic, explosive, corrosive, flammable, infectious, 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 statutes, 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 releases of Hazardous Substances 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 Substances, 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 of 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 the violation of Environmental Requirements arose prior to the present ownership or operation of the PROPERTY.

Section 3.02 Indemnification. The CITY, for itself and its legal representatives, heirs, successors, and guarantors, jointly and severally agree to indemnify, defend (with counsel reasonably approved by the indemnified parties), reimburse and hold harmless the COUNTY, its elected officials, employees, agents and successors, and assigns (the "indemnified parties"). The CITY 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 Substances 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 CITY contained in this Agreement; provided, however, that the CITY 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 CITY.

Section 3.03 Term. The obligations of the CITY under this Agreement shall be continuing and shall survive the conveyance of the PROPERTY contemplated hereunder and payment of the specified sum.

Section 3.04 Investigation. The obligations of the CITY 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 CITY'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.

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: Trenten Woelfel
320 S Walnut St
Appleton, WI 54911

If to CITY: City of Kaukauna Finance Director & Treasurer
ATTN: William J. Van Rossum
144 W 2nd Street
Kaukauna, WI 54130

and 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 Sections are for 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 party to be charged.

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 CITY 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, as of the day and year first above written.

OUTAGAMIE COUNTY, WISCONSIN:

By: _____ (SEAL)
Thomas M. Nelson
Outagamie County Administrator

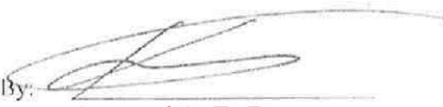
By: _____ (SEAL)
Jeff King
Outagamie County Clerk

By: _____ (SEAL)
Jeff Nooyen
Outagamie County Board Chair

State of Wisconsin)
) ss.
Outagamie County)

Personally came before me this _____ day of _____, 2023, the above named Thomas M. Nelson, Jeff Nooyen, and Jeff King to me known to be the persons who executed the foregoing Agreement and acknowledged the same.

Becky Meulemans
Notary Public, State of Wisconsin
My Commission Expires: 01/16/2027

By: 

Approved As To Form:
Kyle J. Sargent
Outagamie County Deputy Corporation Counsel

CITY OF KAUKAUNA

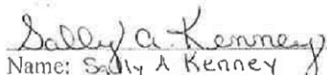
By: 

(SEAL)

Anthony J. Penterman, City Mayor

State of Wisconsin)
) ss.
Outagamie County)

Personally came before me this 20th day of December, 2023, the above named Anthony J. Penterman to me known to be the person who executed the foregoing Agreement and acknowledged the same.


Name: Sally A. Kenney
Notary Public, State of Wisconsin
My Commission Expires: 6-13-2026

This Agreement drafted by:

Kyle J. Sargent
Deputy Corporation Counsel
For Outagamie County, Wisconsin

