

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

Office of the County Clerk, July 28, 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.

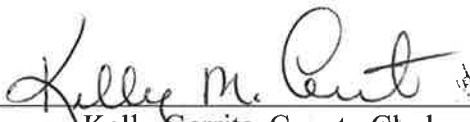
1. ROLL CALL of the Board of Supervisors. Board Chairperson requests the Board's confirmation regarding excused members.
2. PLEDGE OF ALLEGIANCE - Offered by Chairperson Gabrielson.
3. MINUTES OF THE JUNE 23, 2026 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
 - A. Jordan Hiller, Recycling and Solid Waste Program Coordinator and Greg Parins, Recycling and Solid Waste Director, will give a presentation on the Recycle Right Master Class and the Household Hazardous Collection program
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 Dawn Shaha and reappointment of Beth Roberts to the Criminal Justice Coordinating Council, terms expiring April 30, 2028.
 - B. County Executive Nelson nomination for reappointments of Roy Hegard (term expiring July 1, 2027), Diane Rowe (term expiring July 1, 2028), Melissa Kraemer Badtke and Harold Steenbock (alternate) (terms expiring July 1, 2029) to the Board of Adjustment Zoning Ordinance.
 - C. County Executive Nelson nomination for reappointments of Gary Schmidt, Montell Wright (terms expiring June 2029), and appointment of Kevin Harris (term expiring June 2027) to the Local Emergency Planning Committee.
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will be giving an Administrative Update.
10. UNFINISHED BUSINESS

11. NEW BUSINESS

- A. Ordinance No. Z-4—2026-27 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve to adopt the petition of Carow Land Surveying, applicant on behalf of Todd Willer and Megan OHarrow, owners, to rezone parcel 090000703 from the General Agriculture District (AGD) and the Single-Family Residential District (RSF) to the Single-Family Residential District (RSF) only, and of parcels 090000700 and 090000701 from the General Agriculture District (AGD) to the Single-Family Residential District (RSF) in the Town of Freedom, as noted on the attached review and map.
- B. Ordinance No. Z-5—2026-27 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the amendment to the Outagamie County Comprehensive Plan Map 18: Future Land Use Map - Outagamie County as well as Map 32: Future Land Use Map - Town of Freedom, as noted on the attachments.
- C. Ordinance No. Z-6—2026-27 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Approve to adopt the petition of Benjamin Keuken, applicant on behalf of Belgioioso Cheese Inc., owner, to rezone parcel 090023100 and a portion of parcels 090023000 and 090023300 from the General Agriculture District (AGD) to the Industrial District (IND) in the Town of Freedom, as noted on the attached review and map.
- D. Resolution No. 32—2026-27 – Highway, Recycling and Solid Waste Committee. Approve of decreasing the Highway Department line items for the Two-Way Radio System Capital Outlay and 2026 Capital Projects Transfer Out – Highway by \$42,000 each and increasing the Equipment Costs line items for the Machinery Expense and Equipment Costs Transfer In by \$42,000 each, to purchase additional equipment for the Highway Department, as noted on the attached fiscal note.
- E. Resolution No. 33—2026-27 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline improvement project from Holland Road to CTH N, as noted on the attached State/Municipal Financial Agreement for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.
- F. Resolution No. 34—2026-27 – Highway, Recycling and Solid Waste Committee. Authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline improvement project from CTH N to CTH JJ, as noted on the attached State/Municipal Financial Agreement for a State-Let Highway Project; and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.
- G. Resolution No. 35—2026-27 – Legislative/Audit and Human Resources Committee. Approve the in-year Table of Organization request to reallocate nine (9) Full-Time Equivalent Life Enrichment Specialist positions to Life Enrichment Support positions, effective October 1, 2026 for Brewster Village, as noted on the attachments; and approve the following Brewster Village line items: decrease the Life Enrichment Salaries by \$141,414; decrease the Life Enrichment Fringe Benefits by \$90,803; increase the Housekeeping Salaries by \$141,414; increase the Housekeeping Fringe Benefits by \$90,803, as noted on the attached fiscal note.

- H. Resolution No. 36—2026-27 – Legislative/Audit and Human Resources Committee. Approve to establish a stipend program for eligible correctional officers and corporals to offset the additional employee costs associated with electing protective occupation status under the Wisconsin Retirement System, and approve the line items by increasing the Corrections/Jail Salaries by \$94,750 and decreasing the General Fund Surplus Fund Balance Applied by \$94,750, as noted on the attached fiscal note.
- I. Resolution No. 37—2026-27 – Health and Human Services Committee. Approve to respectfully request an urgent approval of a bipartisan Farm Bill, or other federal action, that at a minimum extends the delay in Supplemental Nutrition Assistance Program (SNAP) cost obligations tied to Payment Error Rates to all states, including Wisconsin, to provide Outagamie County the time needed to implement major SNAP program changes and invest in the staffing, training, and technology necessary to improve accuracy without compromising program integrity or access to food assistance for vulnerable families.
- J. Resolution No. 38—2026-27 – Finance Committee. Authorize and approve of all excess or deficiency of revenues over/under expenditures and unexpended appropriations of the various accounts reverting back to the County's General Fund or from the General Fund as indicated in the attached fiscal note and the complete schedule of Revolving Funds from 2025 to 2026 Projects, with the exception of those expenses, revenues or transfers, as noted on the resolution and attachments.
- K. Resolution No. 39—2026-27 – Legislative/Audit and Human Resources Committee. Approve a step regrading increase for the Highway Field and Shop Operations Staff positions at the Highway Department, to align their compensation with current market rates, with no budget adjustment needed, as noted on the attached Highway Field Operations – Wage Adjustment Proposal, and approve an in-year Table of Organization request to delete three full-time Equipment Operator III positions effective August 1, 2026, for the Highway Department, as noted on the attachments.
- L. Resolution No. 40—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve the Residential Offer to Purchase, as amended by the Counter Offer of real estate located at W2689 Buchanan Road in the Town of Buchanan, as noted on the attachments, and approve the \$265,000 property purchase price and increase the line items of CTH N – CTH KK to CTH CE Operating Expenses and Non CRB – HWY Intra County by \$265,000 each, as noted on the attached fiscal note.
- M. Ordinance No. B—2026-27 – Highway, Recycling and Solid Waste Committee. Approve to designate sections CTH B between STH 47 and CTH PP, and CTH PP between STH 54 and the South Town line, in the Town of Black Creek, as ATV/UTV routes, as noted on the attachments.

12. REPORTS


Kelly Gerrits, County Clerk


Dan Gabrielson, Board Chairperson

Accommodation Notice

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

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

Office of the County Clerk, June 23, 2026.

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

ROLL CALL: 31 present, 5 absent. Members present: Thompson, Johnson, Ristow, Patience, Gabrielson, Kostelny, Hammen, Lawrence, Lamers, Ferguson, McCabe, Hermes, MacDonald, Zabronsky, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Hales, Weinberg, Culbertson, Monfils, Nejedlo, Clegg, Saulnier, VanderHeiden, and Lautenschlager. Members absent: Supervisors Krueger, Wegand, Winterfeldt, Amerson and Koury.

The Board Chairperson requested the Board's confirmation to excuse Supervisors Krueger, Wegand, Winterfeldt, Amerson and Koury. No objections; so ordered.

The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE MAY 26, 2026 COUNTY BOARD MEETING

Supervisor Patience moved, seconded by Supervisor VanderHeiden, to approve the minutes of the May 26, 2026 County Board meeting.

ROLL CALL: 29 yes, 2 abstain (Hermes, Klemp), 5 absent. MINUTES OF THE MAY 26, 2026 COUNTY BOARD MEETING ARE APPROVED.

SPECIAL ORDER OF BUSINESS – None.

ESTABLISH ORDER OF THE DAY – Chairperson Gabrielson reported the request to have Resolution Nos. 24, 30 and Z-2—2026-27 locked in at the meeting. No objections; so ordered.

COMMUNICATIONS –

Communication Referral List (included in the packet).

Chairperson Gabrielson summarized the following communications:

- Chairperson Gabrielson reminded Supervisors the County Board meetings are following the summer schedule. He reiterated the importance of informing Legislative Services or committee chairs if one is going to be absent, as it is imperative to ensure a quorum will be present. With the County Board only meeting once a month, there are tight schedules to ensure legislation can be reviewed and voted through the County Board in a timely manner.
- County Board Supervisors were recently sent various e-mails, which contained lots of legal language and attachments. The e-mail senders have since been blocked and reported to the proper authorities. The information has nothing which impacts the County Board. Chairperson Gabrielson stated this is an excellent example of not opening any item that seems strange, and especially items which may have peculiar attachments and links.
- The Outagamie County Fair is scheduled for June 24 through June 28, 2026 at the fairgrounds in Seymour. He encouraged the County Board Supervisors to attend and support the festivities.

- Chairperson Gabrielson reminded County Board Supervisors of some “Save the Date” opportunities:
 - o Appleton International Airport Tour for County Board Supervisors will be held on July 16, 2026 from 2 p.m. to 4 p.m. (W6390 Challenger Drive, Appleton). Please enter through Door 2 and meet in the center lobby of the airport terminal. If interested, please R.S.V.P. to Sara Hickey of Legislative Services by July 9, 2026.
 - o Outagamie County Recycling and Solid Waste Facility Tour will be held on August 12, 2026 from 2 p.m. to 4 p.m. (1419 Holland Road, Appleton). Please meet at the main office. If interested in attending, please R.S.V.P. to Sara Hickey of Legislative Services by August 3, 2026.
- There are two (2) Supervisors who still need to complete April cyber security training and there are seven (7) Supervisors who still need to complete the May cyber security training. Please reach out to Legislative Services if you have any issues with accessing or completing the trainings; Sara Hickey recently sent out e-mail reminders to all outstanding Supervisors.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays for June and July: Supervisor Mitchell (6/26), Supervisor Winterfieldt (7/11), Supervisor Spears (7/21), Supervisor Hermes (7/23) and Supervisor Lawrence (7/26).
- Chairperson Gabrielson recognized Corporation Counsel Kyle Sargent. Tonight served as a final County Board meeting in a Corporation Counsel capacity. Corporation Counsel Sargent will be parting from his current role to settle into his newly elected judicial responsibilities in the coming months to serve as judge for Outagamie County Circuit Court Branch 3. Chairperson Gabrielson issued Corporation Counsel Sargent a recognition certificate for his years serving as the County Board Parliamentarian; Corporation Counsel Sargent was recognized for his aid with public policy and was honored for his service and leadership to the county.

PUBLIC PARTICIPATION IS LIMITED TO ONLY MATTERS LISTED ON THE AGENDA AND FOR A TOTAL OF FIFTEEN MINUTES WHICH MAY BE EXTENDED TO 30 MINUTES AT THE DISCRETION OF THE CHAIR

Kyle Sargent– 320 South Walnut Street, Appleton, WI 54911 (provided workplace address, as his residential address is protected via the Judicial Privacy Act, WI Act 235). Sargent expressed his support to the nomination of appointment of his friend and colleague, Dawn Shaha, to fulfill his role as Corporation Counsel, and he urged the County Board to support her in the role. He can attest to Deputy Corporation Dawn Shaha’s character, drive, and work, as he has known her in a personal and professional capacity for twenty (20) years. If appointed, she will serve as the first female employee to be appointed as Corporation Counsel in Outagamie County history.

APPOINTMENTS –

County Executive Nelson nomination for reappointments of Paula Van De Leygraaf, Katrin Patience, and Thomas Nelson to the Local Emergency Planning Committee; said terms expiring June 2029.

Supervisor Kostelny moved, seconded by Supervisor Lamers, for confirmation of the above-listed reappointments.

ROLL CALL: 31 yes, 5 absent. PAULA VAN DE LEYGRAAF, KATRIN PATIENCE AND THOMAS NELSON ARE REAPPOINTED TO THE LOCAL EMERGENCY PLANNING COMMITTEE.

County Executive Nelson nomination for appointments of Jeff Dietzen, Mark Schroeder, Diane Leith, Kirt Schmidt, and the reappointments of Thomas Nelson, Steve Van Dyn Hoven, Taylor Geske, Shavone Brown, Beau Morley, to the Criminal Justice Coordinating Council; said terms expiring April 30, 2028.

Supervisor Patience moved, seconded by Supervisor Cuff, for confirmation of the above-listed appointments and reappointments.

ROLL CALL: 31 yes, 5 absent. JEFF DIETZEN, MARK SCHROEDER, DIANE LEITH, KIRT SCHMIDT ARE APPOINTED AND THOMAS NELSON, STEVE VAN DYN HOVEN, TAYLOR GESKE, SHAVONE BROWN AND BEAU MORLEY ARE REAPPOINTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL.

County Executive Nelson nomination for appointment of Corporation Counsel.

Supervisor Cuff moved, seconded by Supervisor Mitchell, for confirmation of the appointment of Dawn Shaha as Corporation Council.

ROLL CALL: 31 yes, 5 absent. DAWN SHAHA IS APPOINTED AS CORPORATION COUNCIL.

County Board Chair Gabrielson nomination for appointment of Lee W. Hammen to the ATW/Gulfstream Aircraft Fuel Farm System Construction Project Oversight Committee; said term expiring April 2028.

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

VOICE VOTE CARRIED UNANIMOUSLY. LEE W. HAMMEN IS APPOINTED TO THE ATW/GULFSTREAM AIRCRAFT FUEL FARM SYSTEM CONSTRUCTION PROJECT OVERSIGHT COMMITTEE.

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

UNFINISHED BUSINESS – None.

NEW BUSINESS –

Resolution No. Z-2—2026-27 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for True North Energy LLC and 813 Holdings LLC, for parcels 103098600, 103098400, 103098700, 103098800, and 103098900 (Units 4-8 of the 2nd Addendum to the College Court Condominium Plat), from the Local Commercial District (CL) to the Regional Commercial District (CR), in the Town of Grand Chute, as noted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Cuff, for adoption of Resolution No. Z-2—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. Z-2—2026-27 IS ADOPTED.

RECONSIDERATION OF RESOLUTION NO. Z-2—2026-27.

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

Vote for reconsideration. ROLL CALL: 25 yes, 6 no (Ferguson, Hermes, Zabronsky, Klemp, Thiede, Hales), 5 absent. RESOLUTION NO. Z-2—2026-27 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. Z-2—2026-27 IS ADOPTED & LOCKED IN.

Resolution No. 24—2026-27 – Finance Committee. Authorize and approve the County Development and Land Services Department to accept and expend funds available from the Wisconsin Economic Development Corporation (WEDC), to be used for eligible renovation costs associated with the County Employee Child Care Center project, and increase the line items of VPI Building Improvements Capital Outlay and the 2022 Capital Projects WEDC Grant by \$250,000 each, as noted on the attached fiscal note.

Supervisor Croatt moved, seconded by Supervisor Lawrence, for adoption of Resolution No. 24—2026-27.

ROLL CALL: 30 yes, 1 no (Thiede), 5 absent. RESOLUTION NO. 24—2026-27 IS ADOPTED.

RECONSIDERATION OF RESOLUTION NO. 24—2026-27.

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

Vote for reconsideration. ROLL CALL: 30 yes, 1 no (Thiede), 5 absent. RESOLUTION NO. 24—2026-27 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 24—2026-27 IS ADOPTED & LOCKED IN.

Resolution No. 25—2026-27 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve the Land Conservation Department to accept and expend a \$400,000 grant from the Great Lakes Sediment and Nutrient Reduction Program for the Thousand Island Ravine Stabilization project, with no additional county funding required, and increase the following line items in the TMDL-Lower Fox cost center: Intergovernmental Revenues by \$400,000; Salaries by \$40,000; Fringe Benefits by \$20,000; Travel by \$1,600; Supplies by \$1,000; Purchased Services by \$337,400, as noted on the attached fiscal note.

Supervisor Lautenschlager moved, seconded by Supervisor Lamers, for adoption of Resolution No. 25—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 25—2026-27 IS ADOPTED.

Resolution No. 26—2026-27 – Agriculture, Extension Education, Zoning, and Land Conservation Committee. Authorize and approve the Land Conservation Department to accept and expend \$1,000,000 additional Northeast Wisconsin (NEW) Water Best Management Practice (BMP) cost share funds, with no additional county funding required, and increase the line items in the NEW Water (Cost-Share) cost center of Purchased Services and Revenue by \$1,000,000 each, as noted on the attached fiscal note.

Supervisor McCabe moved, seconded by Supervisor VanderHeiden, for adoption of Resolution No. 26—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 26—2026-27 IS ADOPTED.

Resolution No. 27—2026-27 – Legislative/Audit and Human Resources Committee. Approve the following in-year Table of Organization requests: add two (2) full-time Patrol Officer positions, add two (2) full-time School Resource Officer Deputy positions, and add two (2) full-time Sergeant positions, effective September 1, 2026, for the Sheriff's Office (as noted on the attachments); and increase the line items, as noted on the resolution and the attached fiscal note.

Supervisor Spears moved, seconded by Supervisor Kostelny, for adoption of Resolution No. 27—2026-27.

ROLL CALL: 29 yes, 2 no (Johnson, Ferguson), 5 absent. RESOLUTION NO. 27—2026-27 IS ADOPTED.

Resolution No. 28—2026-27 – Legislative/Audit and Human Resources Committee. Approve the in-year Table of Organization request to add one (1) full-time Telecommunicator Shift Supervisor position, effective September 1, 2026, for the Sheriff's Office, with no budget adjustment needed, as noted on the attachments.

Supervisor Spears moved, seconded by Supervisor Lamers, for adoption of Resolution No. 28—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 28—2026-27 IS ADOPTED.

Resolution No. 29—2026-27 – Public Safety Committee. Authorize and approve the Sheriff's Office to apply for, accept and expend the \$50,000 Fiscal Year 2026 Interoperability Radio Grant issued by the Wisconsin Department of Military Affairs with a required 20% match of \$10,000 for a total of \$51,409.29, to be used for Motorola radios to transition to the WISCOM 800 system, and increase the 2026 Capital Projects line item of the DMA Next Gen Grant and the Interoperability Radio by \$40,000 each, as noted on the attached fiscal note.

Supervisor Patience moved, seconded by Supervisor Cuff, for adoption of Resolution No. 29—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 29—2026-27 IS ADOPTED.

Resolution No. 30—2026-27 – Legislative/Audit and Human Resources Committee. Approve the following in-year Table of Organization request: Add two (2) full-time Staff Development Specialist positions, effective June 1, 2026, for the Health and Human Services Department, Economic Support Division (as noted on the attachments), and increase the following Economic Support line items: Salaries by \$68,827; Benefits by \$35,929; IT Direct Billed by \$6,162; Office Equipment by \$750; Income Maintenance SNAP Quality Assurance Allocation by \$55,834; Income Maintenance SNAP Quality Assurance Match by \$55,834, as noted on the attached fiscal note.

Supervisor Spears moved, seconded by Supervisor Zabronsky, for adoption of Resolution No. 30—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 30—2026-27 IS ADOPTED.

RECONSIDERATION OF RESOLUTION NO. 30—2026-27.

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

Vote for reconsideration. ROLL CALL: 30 yes, 1 no (Ferguson), 5 absent. RESOLUTION NO. 30—2026-27 IS RECONSIDERED.

Vote for lock in. ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 30—2026-27 IS ADOPTED & LOCKED IN.

Resolution No. 31—2026-27 – Property, Airport, Recreation and Economic Development Committee. Approve the attached Land Use Agreement (Cooperative Trail – Over 5 Year), between the State of Wisconsin Department of Natural Resources (Owner) and the Outagamie County Drainage Board (Permittee) for the Newton Blackmour State Trail property; to inspect, establish, dredge, and maintain its existing drainage ditch as required under Wisconsin Statutes Chapter 88 and Wisconsin Administrative Code Chapter ATCP 48, with no fiscal impact.

Supervisor Culbertson moved, seconded by Supervisor Monfils, for adoption of Resolution No. 31—2026-27.

ROLL CALL: 31 yes, 5 absent. RESOLUTION NO. 31—2026-27 IS ADOPTED.

Ordinance No. A—2026-27 – Public Safety Committee. Approve to amend Section 34-13, Unlawful Use of Telephone or Electronic Communication Devices, of the Outagamie County Code of Ordinances, as noted on the ordinance.

Supervisor Patience moved, seconded by Supervisor Lamers, for adoption of Ordinance No. A—2026-27.

Chairperson Gabrielson asked for unanimous consent to suspend the rules to allow Outagamie County Sheriff's Department Chief Deputy Jeff Dietzen to speak on the ordinance. MOTION CARRIED UNANIMOUSLY.

Supervisor Patience moved, seconded by Supervisor Spears, to amend Ordinance No. A—2026-27 and strike the "TBD" in line 46 of the ordinance.

ROLL CALL: 29 yes, 2 no (VanderHeiden, Amerson), 5 absent. ORDINANCE NO. A—2026-27 IS AMENDED.

ROLL CALL: 29 yes, 1 no (VanderHeiden), 1 abstain (Johnson), 5 absent. ORDINANCE NO. A—2026-27 IS ADOPTED AS AMENDED.

REPORTS – None.

ADJOURNMENT –

Supervisor Cuff moved, seconded by Supervisor VanderHeiden to adjourn until July 28, 2026 at 7:00 p.m.
VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 7:55 p.m.

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

Kelly Gerrits, County Clerk

ROLL CALL SUMMARY JUNE 23, 2026 COUNTY BOARD MEETING				
DIST./NAME	NO. OF ROLL CALLS TAKEN THIS MEETING	NO. VOTES CAST THIS MEETING	CUMULATIVE CALLS TAKEN THIS TERM	NO. VOTES CAST THIS TERM
1. Thompson	21	21	75	75
2. Johnson	21	21	75	75
3. Ristow	21	21	75	75
4. Patience	21	21	75	45
5. Gabrielson	21	21	75	53
6. Kostelny	21	21	75	75
7. Hammen	21	21	75	75
8. Lawrence	21	21	75	75
9. Krueger	21	0	75	53
10. Lamers	21	21	75	45
11. Ferguson	21	21	75	75
12. McCabe	21	21	75	71
13. Wegand	21	0	75	23
14. Hermes	21	21	75	53
15. MacDonald	21	21	75	75
16. Zabronsky	21	21	75	75
17. Croatt	21	21	75	74
18. Spears	21	21	75	53
19. Heiser	21	21	75	75
20. Mitchell	21	21	75	53
21. Cuff	21	21	75	75
22. Hagen	21	21	75	75
23. Klemp	21	21	75	44
24. Thiede	21	21	75	75
25. Hales	21	21	75	75
26. Weinberg	21	21	75	75
27. Culbertson	21	21	75	75
28. Monfils	21	21	75	51
29. Winterfeldt	21	0	75	54
30. Nejedlo	21	21	75	75
31. Clegg	21	21	75	74
32. Saulnier	21	21	75	75
33. VanderHeiden	21	21	75	74
34. Amerson	21	0	75	54
35. Koury	21	0	75	54
36. Lautenschlager	21	21	75	75

Member(s) absent: Amerson, Koury, Krueger, Wegand, Winterfeldt
Member(s) late: None

COMMUNICATIONS REFERRAL LIST

July 28, 2026, County Board Meeting

No.	Adopted Date	Received From	Subject	Referred To
1	05/16/2026	Waushara County	Resolution No. 16-06-26 Resolution urging the Wisconsin Counties Association and the Wisconsin Legislature to Expand the definition of “Forfeiture Expenses” under Wis. Stat. §961.55 to Include Drug-Related Treatment, Diversion, and Law Enforcement Program Costs.	Public Safety Committee
2	06/23/2026	Wood County	Resolution# 26-6-1 A Resolution to Support Sustainable State Funding for Local Public Health Departments	Health and Human Services Committee
3	07/16/2026	Clark County	Resolution 21-7-26 Supporting Sustainable Funding for Local Public Health Departments	Health and Human Services Committee
4	07/14/2026	Green County	Resolution 7-1-26 Supporting Sustainable Funding for Local Public Health Departments	Health and Human Services

FILED IN CLERK’S OFFICE:

July 28, 2026

TO: THE HONORABLE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

Please be advised of memberships on the Criminal Justice Coordinating Council (CJCC) requiring updating due to various reasons.

Primary Representative

Dawn Shaha, Corporation Counsel

- Appointment as Corporation Counsel representative

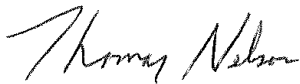
Beth Roberts, Health & Human Services Director

- Reappointment as H&HS representative

I respectfully request the County Board's concurrence with the designation of the aforementioned individuals to serve on the Outagamie County CJCC all with terms expiring April 30, 2028.

Supporting documents are attached.

Sincerely,



Thomas Nelson
Outagamie County Executive

TN/av

Submitted on	22 June 2026, 9:44AM
Receipt number	57
Related form version	13

Personal Information

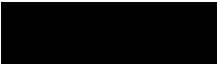
Full Name	Dawn Terese Shaha
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	
Present and Previous Public Service Involvement	Wisconsin Association of County Corporation Counsels, 2022-Present, President Outagamie County Chapter 980 Placement Committee, 2019-Present
Educational Background	BA, Lakeland University; Juris Doctor, Marquette University Law School

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Other
Please explain:	Appointed position
Name of person who recommended you:	Thomas Nelson

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?	No
Do you want your email address given to the public?	No
I certify that I am a current and active employee with Outagamie County.	Yes
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	06/22/2026
Signature	Name of signatory: Dawn T. Shaha  

Submitted on	9 July 2026, 11:00AM
Receipt number	61
Related form version	13

Personal Information

Full Name	Beth Roberts
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	Beth.Roberts@outagamie.org
Present and Previous Public Service Involvement	I have over 36 years of experience in Human Services and have been the director of Outagamie County HHS for over a year.
Educational Background	BS in Psychology and Sociology from UW Madison

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:	Beth Robinson
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?

Yes

Do you want your email address given to the public?

Yes

I certify that I am a current and active employee with Outagamie County.

Yes

Employee ID



Upload a valid form of identification to verify your identity

Today's Date

07/09/2026

Signature

Name of signatory: Beth Roberts

Beth Roberts





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

July 28, 2026

To The Honorable Outagamie County Board of Supervisors

Please be advised of expired terms on the Board of Adjustment Zoning Ordinance.

The following individuals expressed interest in reappointment:

- Roy Hegard – Term to expire July 1, 2027
- Diane Rowe – Term to expire July 1, 2028
- Melissa Kraemer Badtke – Term to expire July 1, 2029
- Harold Steenbock (alternate) – Term to expire July 1, 2029

I respectfully request the County Board's concurrence with the designation of the aforementioned individuals to serve on the Board of Adjustment Zoning Ordinance.

Sincerely,

Thomas Nelson

TN/av

Outagamie County Application for Executive Appointment



Outagamie
County

Est. 1851

Submitted on	8 July 2026, 1:45PM
Receipt number	60
Related form version	13

Personal Information

Full Name	Roy Hegard
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	
Present and Previous Public Service Involvement	On BOA for about 20 years, Ellington town supervisor for 2 years, member Ellington Planning Commission for about 4 years, ran for State Legislature in 2020
Educational Background	BS Environmental Science UW GB, JD University of Madison, Post Grad work in Environment Science UWGB

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Board of Adjustment Zoning Ord
Please explain:	
Name of person who recommended you:	Staff
You are seeking	Reappointment
Employment Status	Employed

Employer Name	Hegard Law Practice
Employer Address	128 State Street, Oshkosh, WI 54901
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	Social Security, investment income 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
I certify that I am a current and active employee with Outagamie County.	No
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	07/08/2026
Signature	Name of signatory: Roy Hegard  

Outagamie County Application for Executive Appointment



Outagamie
County

Est. 1851

Submitted on	15 July 2026, 7:44PM
Receipt number	64
Related form version	13

Personal Information

Full Name	Diane Rowe
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	
Present and Previous Public Service Involvement	Town of Freedom Planning Commission County Planner (Marathon County 17 years) Land Services Administrator Lincoln County 2 years Village administrator Hortonville (3 yrs) Village administrator Bellevue (3 years) MSA Community Development Administrator (5 years)
Educational Background	BA Forest Management UWSP, MPA UW Oshkosh

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Board of Adjustment Zoning Ord
Please explain:	
Name of person who recommended you:	Isaac
You are seeking	Reappointment

Employment Status	Employed
Employer Name	MSA Professional Services
Employer Address	2901 E Enterprise Way Appleton
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
I certify that I am a current and active employee with Outagamie County.	No
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	07/15/2026
Signature	Name of signatory: Diane Rowe  

Submitted on	18 July 2026, 4:56AM
Receipt number	65
Related form version	13

Personal Information

Full Name	Melissa Ann Kraemer Badtke
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	
Present and Previous Public Service Involvement	National Association of Development Organization - Executive Committee - 1 year National Association of Development Organization - Board of Directors - 2 years Transportation Development Association Board of Directors and Audit Committee - 2 years Readfield PTO - 6 years; President - 1 year Safe Routes to School National Partnership Leadership Committee - 6 years Wisconsin Land Information Association Board of Directors - 2 years
Educational Background	Bachelor of Science Degree - Geography and Biology from UW-Stevens Point

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Board of Adjustment Zoning Ord
Please explain:	

Name of person who recommended you:

Kevin Englebert

You are seeking

Reappointment

Employment Status

Employed

Employer Name

East Central Wisconsin Regional Planning Commission

Employer Address

400 Ahnaip Street, Suite 100; Menasha, WI 54952

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

I certify that I am a current and active employee with Outagamie County.

No

Employee ID

Upload a valid form of identification to verify your identity



Today's Date

07/18/2026

Signature

Name of signatory: Melissa Ann Kraemer Badtke



Outagamie County Application for Executive Appointment



Outagamie
County

Est. 1851

Submitted on	14 July 2026, 9:36PM
Receipt number	63
Related form version	13

Personal Information

Full Name	Harold Steenbock
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	harrysteenbock@gmail.com
Present and Previous Public Service Involvement	Ellington town board 1.5 years, zoning appeals committee 3 years
Educational Background	High school, supervisor management at Fox valley technical center

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Board of Adjustment
Please explain:	
Name of person who recommended you:	
You are seeking	Reappointment
Employment Status	Retired

Employer Name

Employer Address

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

Retirement plan, part time work for town of Ellington.

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?

Yes

I certify that I am a current and active employee with Outagamie County.

No

Employee ID

Upload a valid form of identification to verify your identity



Today's Date

07/14/2026

Signature

Name of signatory: Harold Steenbok

A handwritten signature in black ink that reads "Harold Steenbok".

July 28, 2026

TO THE HONORABLE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

Please be advised of expiring terms on the Outagamie County Local Emergency Planning Committee (LEPC). The following individuals expressed interest in reappointment:

- Gary Schmidt – Community Member
 - Term to expire June 2029.
- Montell Wright – Owners & Operators of Covered Facilities
 - Term to expire June 2029

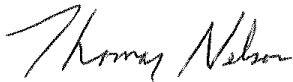
Additionally, there is an individual interested in appointment to replace Andrew Olson current term:

- Kevin Harris – Local Emergency and Health Personnel
 - Term to expire June 2027

I respectfully request the County Board's concurrence with the designation of the aforementioned individuals to serve on the Outagamie County LEPC.

Supporting documents are attached.

Sincerely,



Thomas Nelson
Outagamie County Executive

TN/av

cc: Carson Landin, Emergency Management Specialist

Outagamie County Application for Executive Appointment



Outagamie
County

Est. 1851

Submitted on	18 June 2026, 9:05AM
Receipt number	56
Related form version	12

Personal Information

Full Name	Gary J Schmidt
Address	
City	
Zip Code	
Phone Number	
E-Mail Address	lgkgary@gmail.com
Present and Previous Public Service Involvement	Kaukauna School Board 1982-1985 Wisconsin State Legislature Assembly 5th District Jan 1985 - Jan 1991 LEPC 1987 to 2026
Educational Background	St Paul College B.A. Philosophy 1969 William Mitchell College of Law Juris Doctor 1975

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Local Emergency Planning Committee
Please explain:	
Name of person who recommended you:	Paula Van De Leygraf

You are seeking	Reappointment
Employment Status	Employed
Employer Name	Le Grand Kaukaulin Law Firm LLC
Employer Address	1609 Kenneth Ave Suite B Kaukauna WI 54130
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	Social Security Retirement Outagamie County Wis - contract for legal services as guardian ad litem for courts Office of State Public Defender - criminal defense work and mental health cases
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?	Yes
I certify that I am a current and active employee with Outagamie County.	No
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	06/18/2026
Signature	

Name of signatory: Gary J Schmidt

Gary Schmidt



Submitted on	24 June 2026, 6:28AM
Receipt number	58
Related form version	13

Personal Information

Full Name	Montell D Wright
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	Local Emergency Planning Committee
Please explain:	
Name of person who recommended you:	Lowery, Chrissi
You are seeking	Reappointment
Employment Status	Employed

Employer Name	Nestle
Employer Address	3900 Freedom Rd Appleton Wi 54913
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.	

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
I certify that I am a current and active employee with Outagamie County.	No
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	06/24/2026
Signature	Name of signatory: Montell Wright  

Submitted on	24 June 2026, 5:51PM
Receipt number	59
Related form version	13

Personal Information

Full Name	Kevin Harris
Address	[REDACTED]
City	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
E-Mail Address	[REDACTED]
Present and Previous Public Service Involvement	25 years of experience in Fire and EMS in the state of Missouri, Kansas, Colorado, and Wisconsin. Current Operations Director of Gold Cross Ambulance.
Educational Background	MBA Regis University

Committee

Are you taking out candidacy papers for an elected office?	No
Board, Commission or Committee	Local Emergency Planning Committee
Please explain:	
Name of person who recommended you:	Andrew Olsen
You are seeking	Appointment

Employment Status	Employed
Employer Name	Gold Cross Ambulance
Employer Address	1050 Wittmann Menasha WI 54952
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
I certify that I am a current and active employee with Outagamie County.	No
Employee ID	
Upload a valid form of identification to verify your identity	
Today's Date	06/24/2026
Signature	

Name of signatory: Kevin B Harris

Kevin B Harris



ORDINANCE NO.: Z-4—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 Carow Land Surveying, applicant on behalf of Todd Willer and Megan OHarrow,
16 owners, to rezone parcel 090000703 from the General Agriculture District (AGD) and the Single-Family
17 Residential District (RSF) to the Single-Family Residential District (RSF) only, and of parcels 090000700
18 and 090000701 from the General Agriculture District (AGD) to the Single-Family Residential District
19 (RSF). The location of the site is West of CTY Hwy E, Town of Freedom, Outagamie County, WI, as
20 depicted on the attached review and map, which by reference are made a part hereof, and

21 BE IT FURTHER ORDAINED, that this ordinance shall be in full force and effect in the Town of
22 Freedom upon approval by the Outagamie County Board of Supervisors, publication per State Statute
23 59.14 and 66.0103, and

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

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Dated this ____ day of July, 2026.

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: June 4, 2026
 RE: PL202600175: County Rezoning - Review & Recommendation

Application Details:

Applicant and Owner: Carow Land Surveying, Applicant on behalf of Todd Willer and Megan Oharrow, Owners

Request: Rezoning - County

Parcel: 090000703, 090000700, 090000701

Location: West of CTY HWY E
TOWN OF FREEDOM

Public Hearing: June 23, 2026 at 9:00 AM

Background & Analysis:

Carow Land Surveying, Applicant on behalf of Todd Willer and Megan Oharrow, Owners, requested to rezone parcel 090000703 from the General Agriculture District (AGD) and the Single-Family Residential District (RSF) to the Single-Family Residential District (RSF) only. It would also rezone parcels 090000700 and 090000701 from the General Agriculture District (AGD) to the Single-Family Residential District (RSF). The purpose of the rezone is to eliminate the dual zoning allowing for the reconfiguration of lots.

Table 1 presents the existing land use and zoning district patterns surrounding the subject area. The proposed RSF zoning is compatible with adjacent properties zoned for residential uses to the southwest.

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 (AGD)	Agriculture
South	Single-Family Residential (RSF) & General Agriculture District (AGD)	Agriculture and Residential
East	General Agriculture (AGD)	Agriculture and Residential
West	Single-Family Residential (RSF) & General Agriculture District (AGD)	Agriculture, Residential, Forested Open Space

County staff identified no specific regulatory or environmental concerns associated with the site. Staff noted the request would eliminate the dual zoning on parcel 090000703; therefore, the proposal would create greater consistency with current County ordinance.

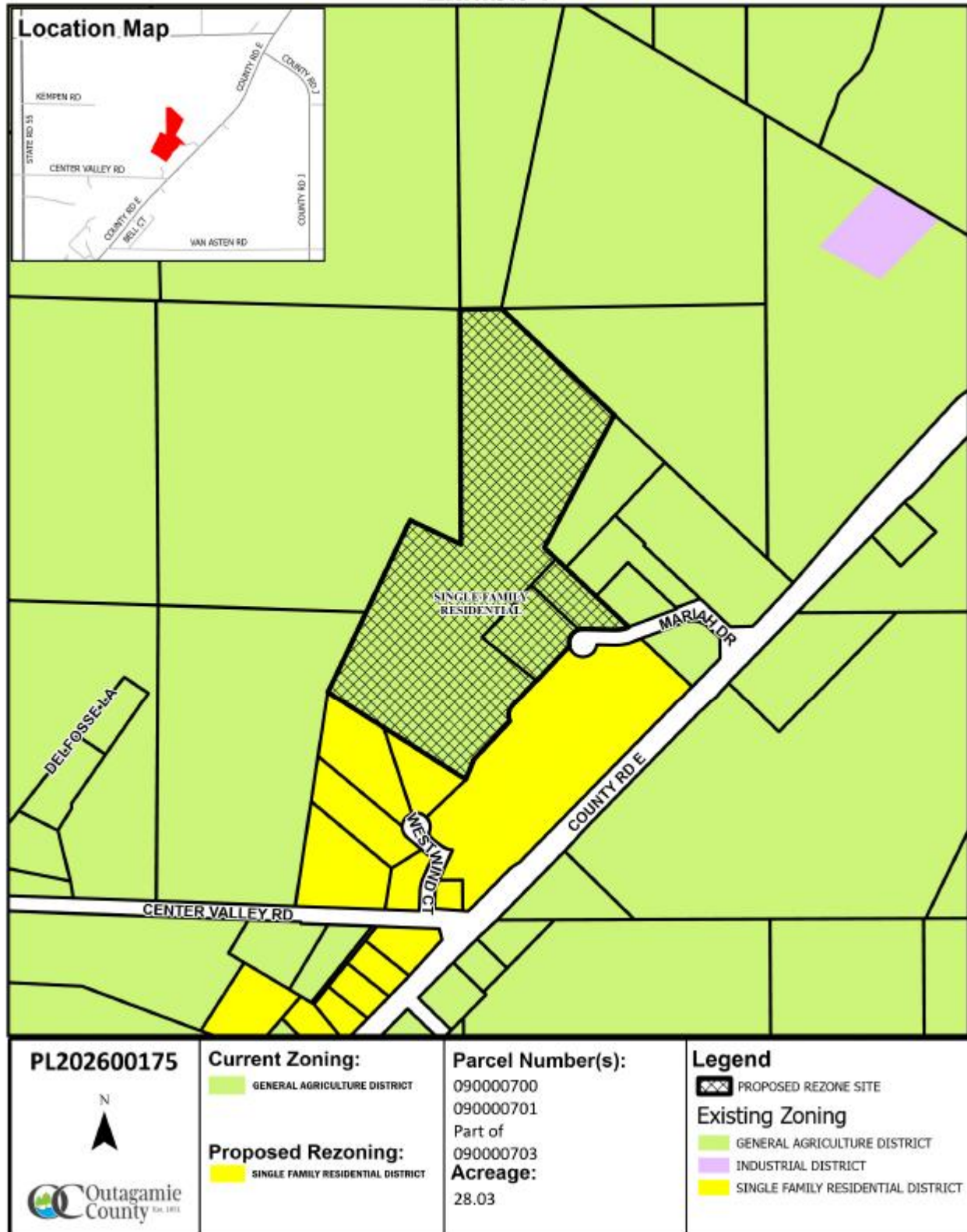
The Freedom Town Board reviewed the rezoning request and recommended approval.

The County administers general zoning for the Town of Freedom and the County is statutorily obligated to document consistency with the County Comprehensive Plan, pursuant to Sec. 66.1001(3) Wis. Stats. County staff has determined that the proposed rezoning is consistent with the Comprehensive Plan, as the subject property is designated "Suburban Residential," and the RSF zoning district is compatible with that future land use designation.

Staff Recommendation:

Based on the above summarized analysis, County staff recommends to: approve the proposed rezoning of parcel 090000703 from the General Agriculture District (AGD) and the Single-Family Residential District (RSF) to the Single-Family Residential District (RSF) only and of parcels 090000700 and 090000701 from the General Agriculture District (AGD) to the Single-Family Residential District (RSF).

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):	Freedom
Request:	Rezoning
Applicant or Petitioner Name:	Todd Willer
Applicant Contact Information (Preferred):	
Site Parcel Number(s):	090000703
Site Address (if applicable):	
Pre-Application Meeting Number (if applicable):	
Description of the Request: <i>(Please summarize the purpose of this request and/or attach a copy of the pre-application meeting summary, if applicable.)</i>	Change the entire parcel to Single Family Residential - It is currently dual zoned.

COMPLETED BY THE CLERK:

Certification:

I hereby certify that the Board of Freedom, at a legally convened meeting of the Board held on 05/28/2026, voted to Approve the Rezoning request:

Dana McHyd Clerk Signature 5-27-26 Date

Motion Outcome by a Vote of:	5	For	0	Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>	The rezoning request is consistent with the Town of Freedom Comprehensive Plan.			

Staff Report
Prepared By Jeffrey Sanders
Community Planning & Consulting, LLC
For the Town of Freedom, Outagamie County, WI
26 Apr 26

I. APPLICATION

Title of Project: Willer Zoning Change
Name of Owner: Megan Oharrow, Todd Willer
Name of Surveyor/Engineer: Carow Land Surveying & Environmental Services, rep. Chris Perreault, P.L.S.

II. BACKGROUND

The Applicant has submitted a 'Rezoning Application' for Tax Parcel Numbers 090000700 (hereafter, TPN-090000700), TPN-090000701, and TPN-090000703 located on Mariah Drive in the Town of Freedom. The Owner proposes to divide TPN-090000703 creating a 34,217-square foot Lot 1 to accommodate residential development. The zoning change is required by Outagamie County since TPN-090000703 is a dual-zoned lot (see Exhibit 1).

TPN-090000700 and TPN-090000701 host a Principal Structure (single-family dwelling) and detached Accessory Structure (see Exhibit 2). TPN-090000703 is an undeveloped lot hosting agricultural land, woodlands, a portion of Duck Creek, WI DNR Wetland Areas, and WI DNR Wetland Indicators (see Exhibit 3). Approximately 34% of the parcel located along CTH E lies within the FSSA (see Exhibit 4).

III. ZONING ORDINANCE

TPN-090000703 is a 37.7-acre irregular lot dual-zoned RSF Single-Family Residential District (hereafter, RSF District) and AGD General Agricultural District (hereafter, AGD District). The requested zoning change, if approved, would change the AGD District portion of the parcel to RSF District.

IV. COMPREHENSIVE PLAN

The Town of Freedom Comprehensive Plan (hereafter, comprehensive plan) was adopted in October 2020 and classifies TPN-090000703 as 'Single and Two Family Residential' and 'Planted Woodlots.' Approximately half of the three parcels are location within Freedom Sanitary District #1 See Exhibit 4).

The requested zoning change is **consistent with** the comprehensive plan.

V. CPC RECOMMENDATION¹

CPC recommends a Town Board recommendation of **approval** of the requested zoning change to Outagamie County.

¹ CPC recommendations are based upon professional staff review of application materials provided to CPC. CPC staff reports are authored by a municipal planner, not a licensed attorney, and do not constitute a legal opinion.

ORDINANCE NO.: Z-5—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 AN ORDINANCE TO AMEND THE OUTAGAMIE COUNTY COMPREHENSIVE
2 PLAN. The subject matter of the ordinance having been duly referred and considered by
3 the 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 66.1001(4) of the Wisconsin State
6 Statutes.

7
8 Outagamie County Planning Staff review recommends approval of proposed
9 comprehensive plan amendment. The Agriculture, Extension Education, Zoning and Land
10 Conservation Committee recommends approval.

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

14 BE IT ORDAINED that the Outagamie County Board of Supervisors does recommend approval
15 of the attached proposed amendment to the Outagamie County Comprehensive Plan to amend Map 18:
16 Future Land Use Map - Outagamie County as well as Map 32: Future Land Use Map - Town of Freedom.

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

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

23 Dated this ____ day of July, 2026.
24
25
26
27

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

**RECOMMENDING AN AMENDMENT TO THE COMPREHENSIVE PLAN
FOR OUTAGAMIE COUNTY, WISCONSIN**

WHEREAS, pursuant to 59.69(3) of the Wisconsin Statutes, Outagamie County is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes, and

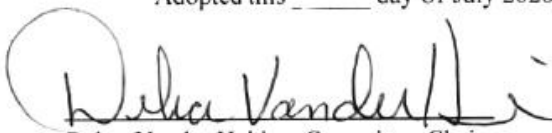
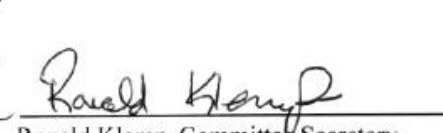
WHEREAS, Outagamie County has developed a process to allow for amendments to the Comprehensive Plan, and

WHEREAS, the State Comprehensive Planning Law requires that the County follow the same administrative procedures for adoption defined under Wisconsin Statutes, Section 66.1001(4), to amend the Comprehensive Plan, and

WHEREAS, Outagamie County has held at least one public hearing on this amendment, in compliance with requirements of section 66.1001(4)(d) of the Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED, that the Outagamie County Zoning Committee hereby recommends to the County Board that the attached Comprehensive Plan Amendment be adopted pursuant to Wisconsin Statutes Section 66.1001(4).

Adopted this _____ day of July 2026

 
Debra Vander Heiden, Committee Chair Ronald Klemp, Committee Secretary

Adopted: _____ --- _____



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.gov

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Sadie DiNatale Burda, Deputy Director
DATE: June 17, 2026
RE: PL202600115: Comprehensive Plan Amendment - Review & Recommendation

This memorandum discusses a proposed amendment to the Outagamie County Comprehensive Plan.

Application Details

Applicant and Owner: Benjamin Keuken, Applicant on behalf of Belgioioso Cheese Inc., Owner
Request: Comprehensive Plan Amendment
Parcel: 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description)
Location: East of Vine Road and North of County Road S
TOWN OF FREEDOM
Public Hearing: July 14, 2026 at 9:00 AM

Background

Outagamie County received a request to amend its Comprehensive Plan by Benjamin Keuken, Applicant on behalf of Belgioioso Cheese Inc.

The request would amend the Future Land Use (FLU) map for the Town of Freedom located in Volume 2 of the County Comprehensive Plan. The FLU map identifies the community's vision for how land is expected to be used and developed over time.

Specifically, the request seeks to reassign a 73.31-acre area in the Town of Freedom from the "**Suburban Transition**" FLU designation to the "**Commercial / Industrial**" FLU designation (see Exhibit 1).

The reassignment is intended to establish the subject area for future industrial development, including the expansion of Belgioioso Cheese, Inc.'s existing operations through the construction of a new cheese manufacturing facility and associated infrastructure.

A description of each FLU designation follows:

Suburban Transition	Commercial / Industrial
 Consists of residential development with agricultural and open land interspersed. Agricultural and open land yield way to increased residential and non-residential development. Residential development patterns reflect an increase in platted subdivisions. Non-residential development begins to include a diversity of uses including nurseries & landscaping businesses, and light manufacturing. Development served by POWTS and sanitary sewer service. Typical uses: Agricultural and agriculture-related uses, and uses accessory to the same; residential development via minor land division and platted subdivision; home-based businesses and occupations. Potential uses: Certain types of governmental and institutional land uses; nonmetallic mining operations; contractor/skilled trades businesses; warehouse/storage units; light manufacturing; duplexes; multi-generational housing; multi-family apartment buildings.	 Consists of multi-scale commercial, manufacturing, and industrial development as well as other closely related uses. Development typically includes larger building envelopes with increased vehicular focused infrastructure. Generally located within close proximity to high capacity transportation systems. Residential uses are limited to those existing. Extremely isolated remnants of agricultural/open land. Nearly all development served by sanitary sewer. Typical uses: Commercial uses; wholesaling; storage; manufacturing and closely related uses; distribution centers. Potential uses: Wrecking, salvage, recycling yards; the manufacturing, storage, or distribution of hazardous materials.

Proposed Amendment

The proposed amendment would repeal and replace **Map 18: Future Land Use Map – Outagamie County** as well as **Map 32: Future Land Use Map – Town of Freedom** located within Volume 2 of Outagamie County's Comprehensive Plan to change the future land use designation of parcel 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description) from Suburban Transition to Commercial / Industrial.

The Town of Freedom Board reviewed the request and recommend approval of this Comprehensive Amendment on May 27, 2026. Notably, to support a recommendation of approval, the Town of Freedom also amended their own Comprehensive Plan Future Land Use Map.

Consistency with the County Comprehensive Plan

Staff finds that the proposed amendment is consistent with the goals of the County's Comprehensive Plan. In particular, the amendment supports:

- **Goal 3:** Cooperative, intergovernmental land-use decisions.
- **Goal 8:** Proactively anticipating the future becomes standard practice for Outagamie County.

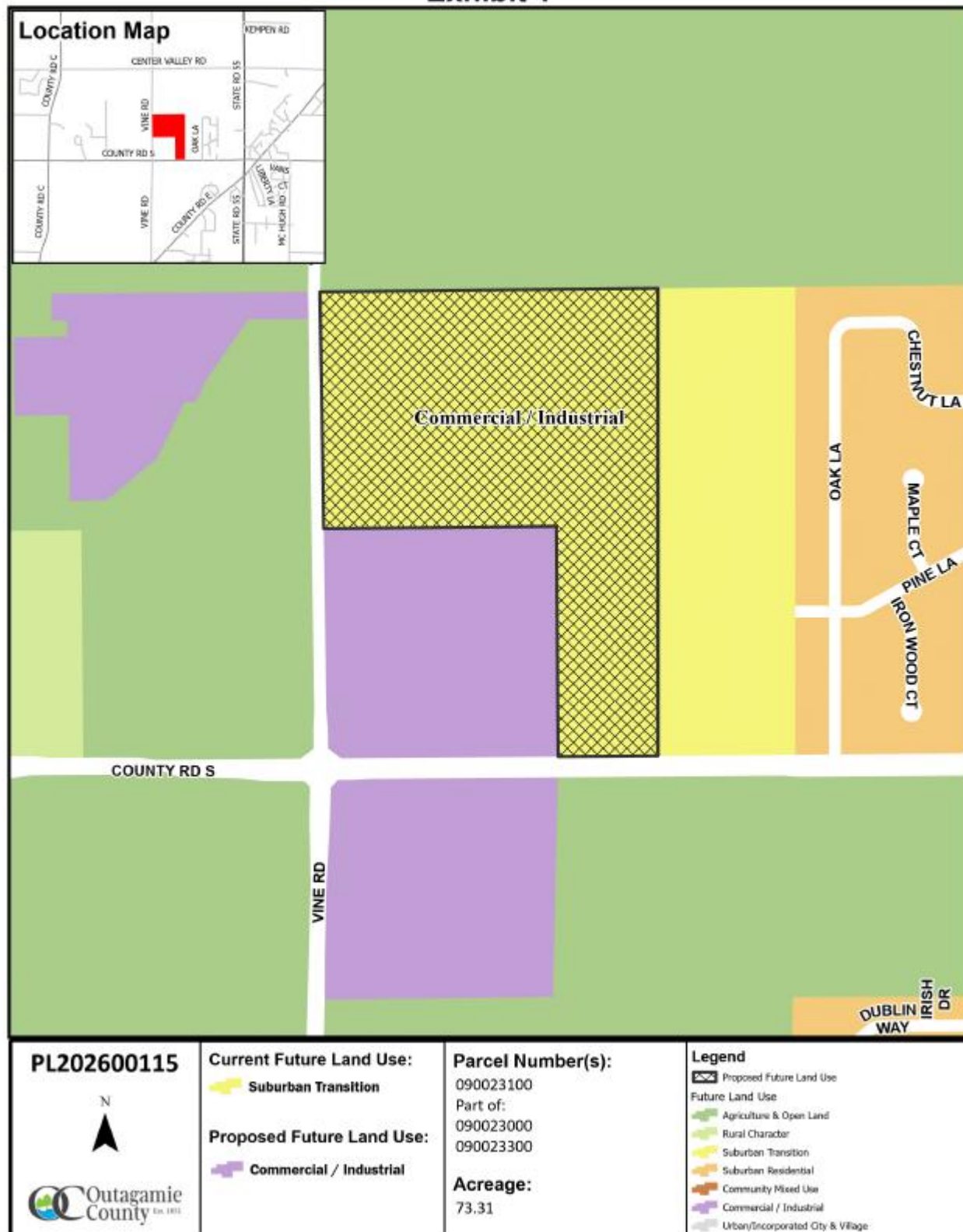
Staff Recommendation

County staff recommends that the Zoning Committee recommend approval of the proposed Comprehensive Plan amendment to repeal and replace *Map 18: Future Land Use Map – Outagamie County* and *Map 32: Future Land Use Map – Town of Freedom* located within Volume 2 of Outagamie County's Comprehensive Plan to change the future land use designation of parcel 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description) from Suburban Transition to Commercial / Industrial.

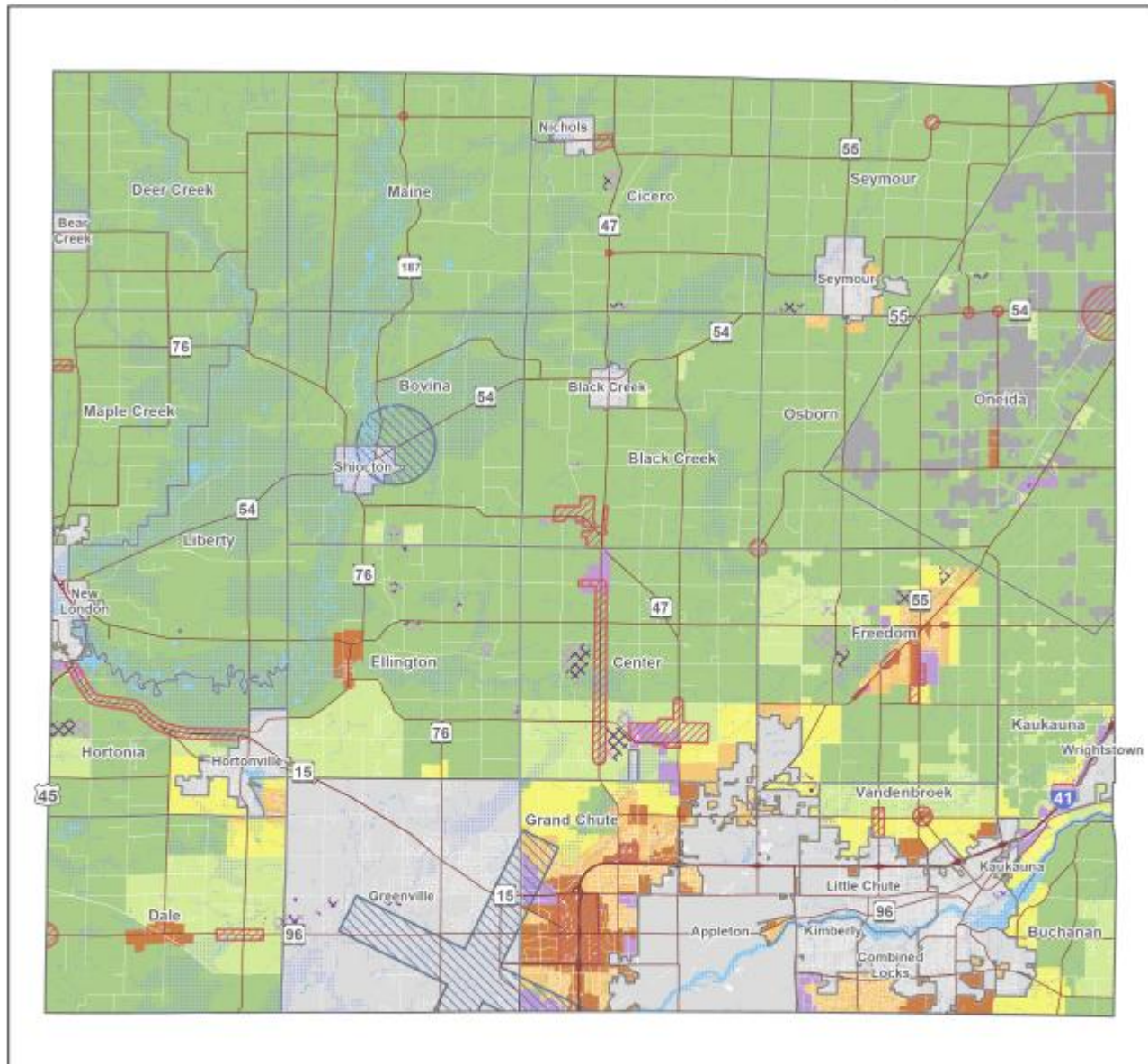
Pursuant to Wis. Stat. § 66.1001, the following actions are required:

- The Zoning Committee adopts a resolution recommending the Comprehensive Plan amendment and forwards the amendment to the County Board.
- The County Board adopts an ordinance approving the Comprehensive Plan amendment.

Exhibit 1



Map 18 : Future Land Use - Outagamie County

**Future Land Use**

- Agriculture & Open Land
- Rural Character
- Suburban Transition
- Suburban Residential
- Community Mixed Use
- Commercial / Industrial
- Urban/Incorporated City & Village

Land Use Overlays

- Town Center / Highway Mixed Use
- Natural Areas
- Airport Protection Area
- Oneida Nation - US Trust & Fee Simple Land

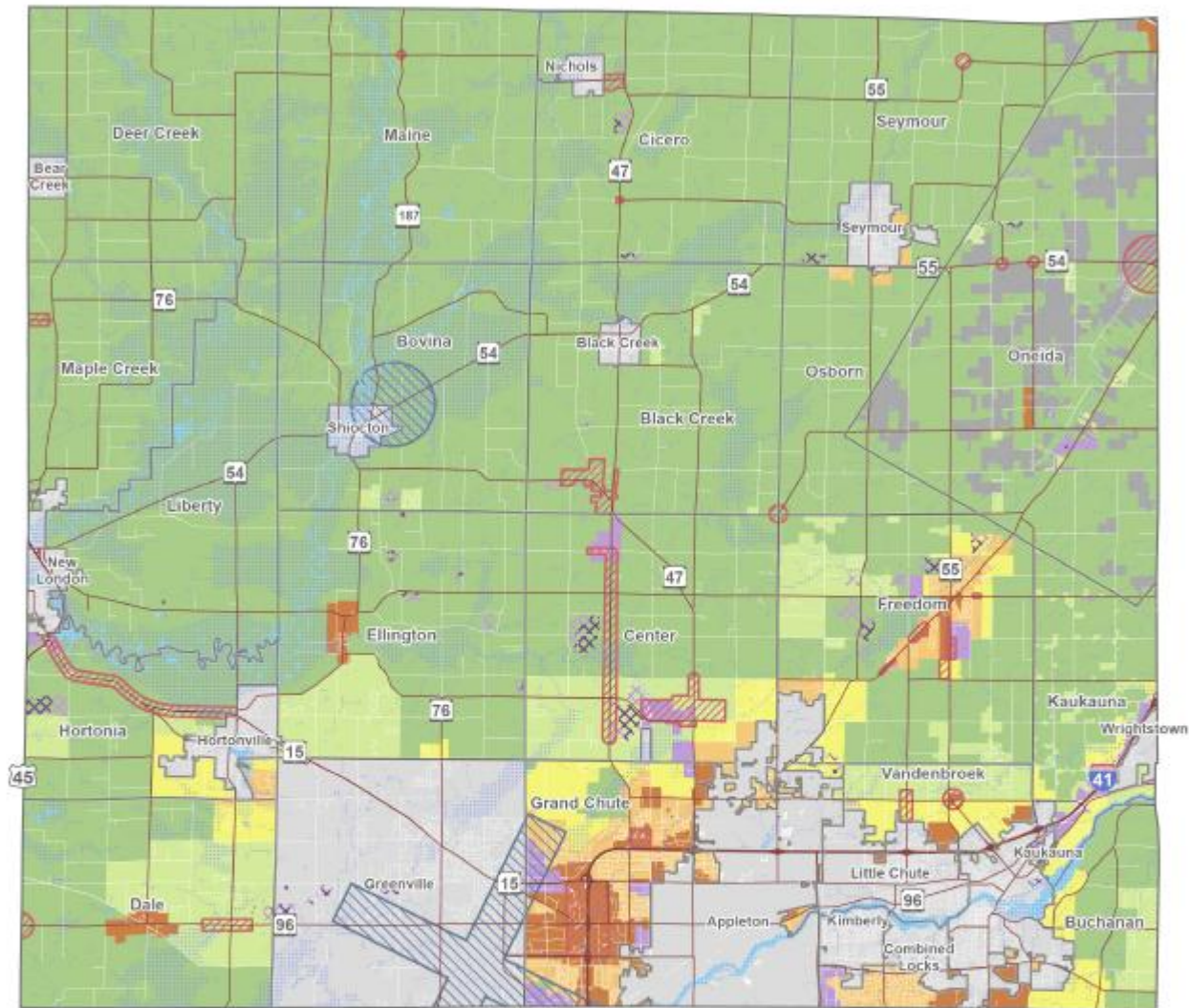
NR135 Non-Metallic Mining Operations

- Existing / Active
- Future Expansion / Reserve



0 1 2 4 Miles



Map 18 : Future Land Use - Outagamie County **DRAFT****Future Land Use**

- Agriculture & Open Land
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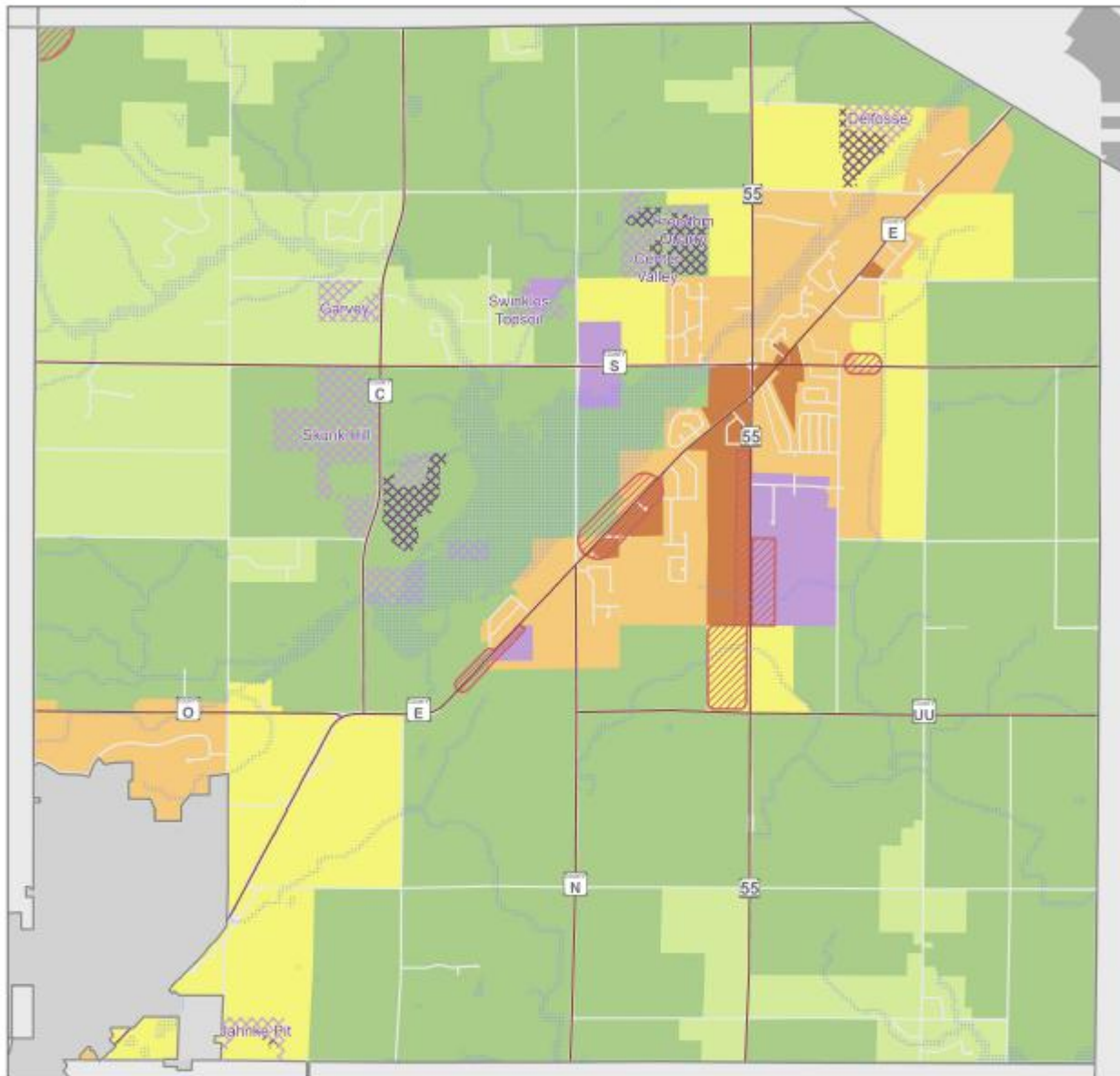
- Existing / Active
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0 1 2 4 Miles



Map 32 : Future Land Use - Town of Freedom



Future Land Use

- Agriculture & Open Land
- Rural Character
- Suburban Transition
- Suburban Residential
- Community Mixed Use
- Commercial / Industrial
- Urban/Incorporated City & Village

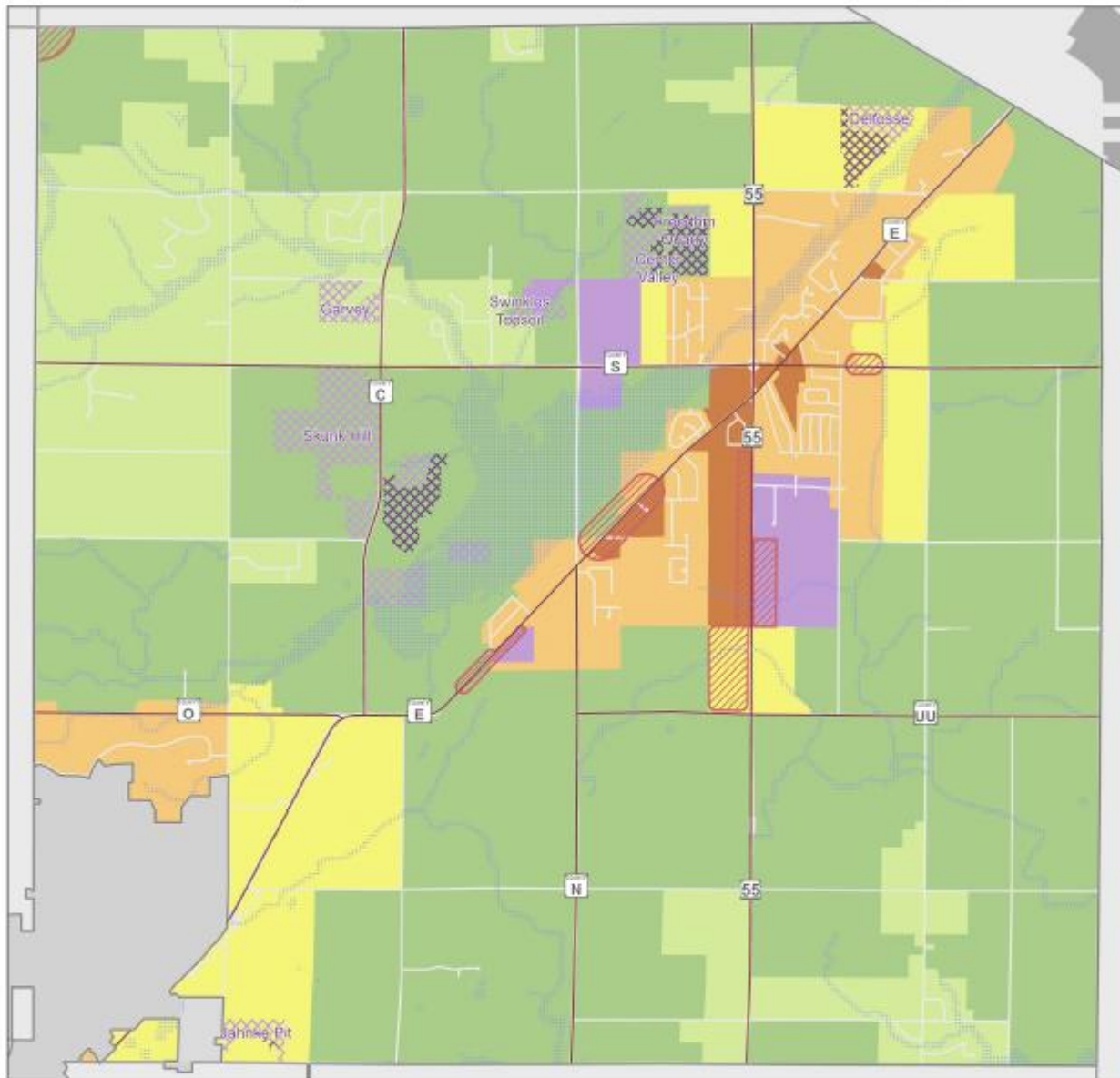
Land Use Overlays

- Town Center / Highway Mixed Use
 - Natural Areas
 - Airport Protection Area
 - Oneida Nation - U.S. Trust & Tribal Land
- NR135 Non-Metallic Mining Operations**
- Existing / Active
 - Future Expansion / Reserve

0 0.25 0.5 1 Miles



Map 32 : Future Land Use - Town of Freedom **DRAFT**



Future Land Use

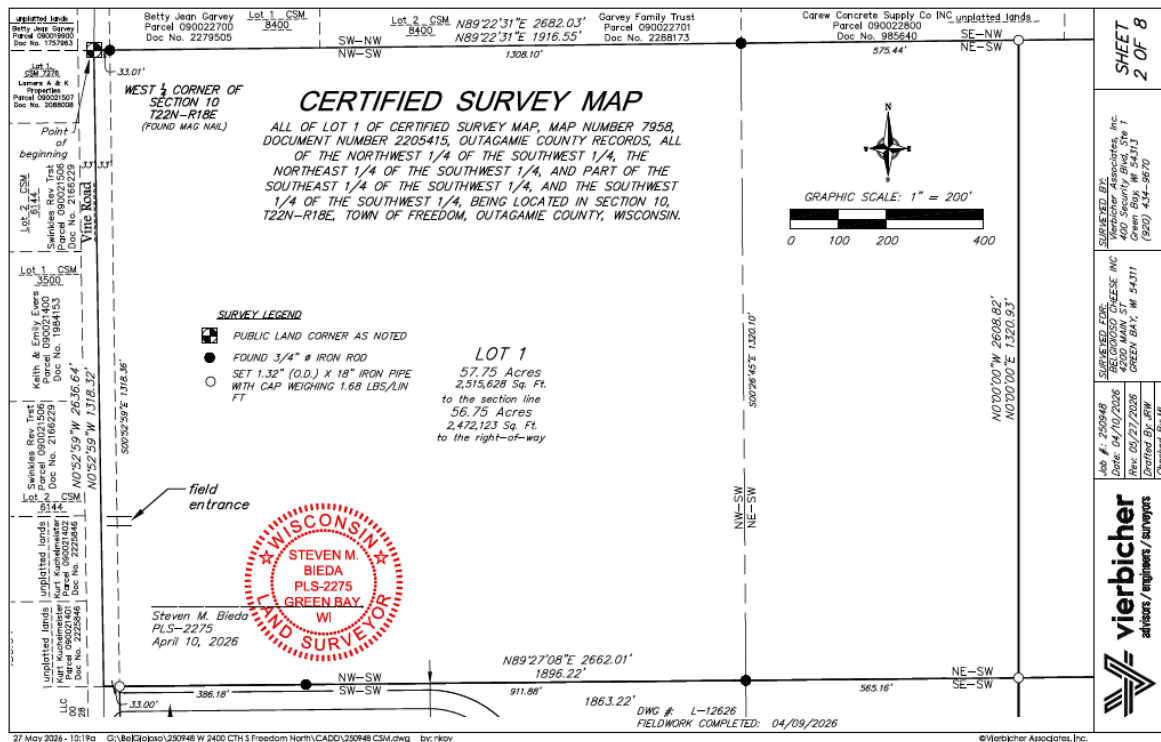
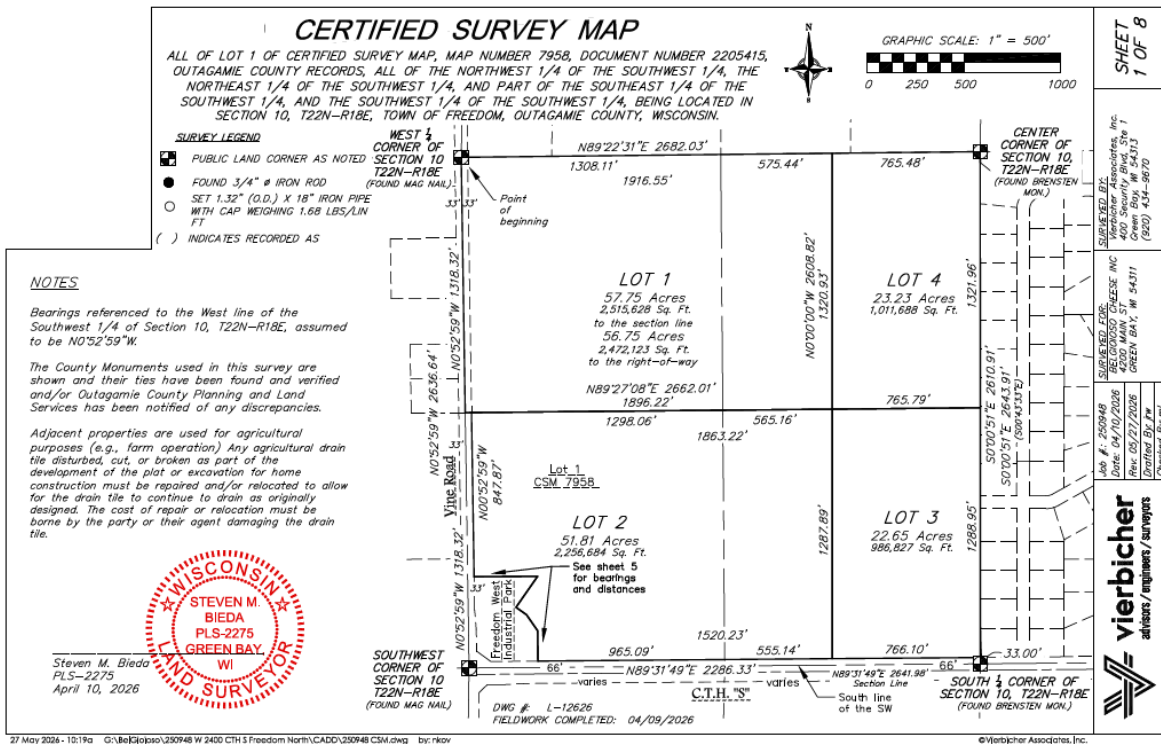
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- Commercial / Industrial
- Urban/Incorporated City & Village

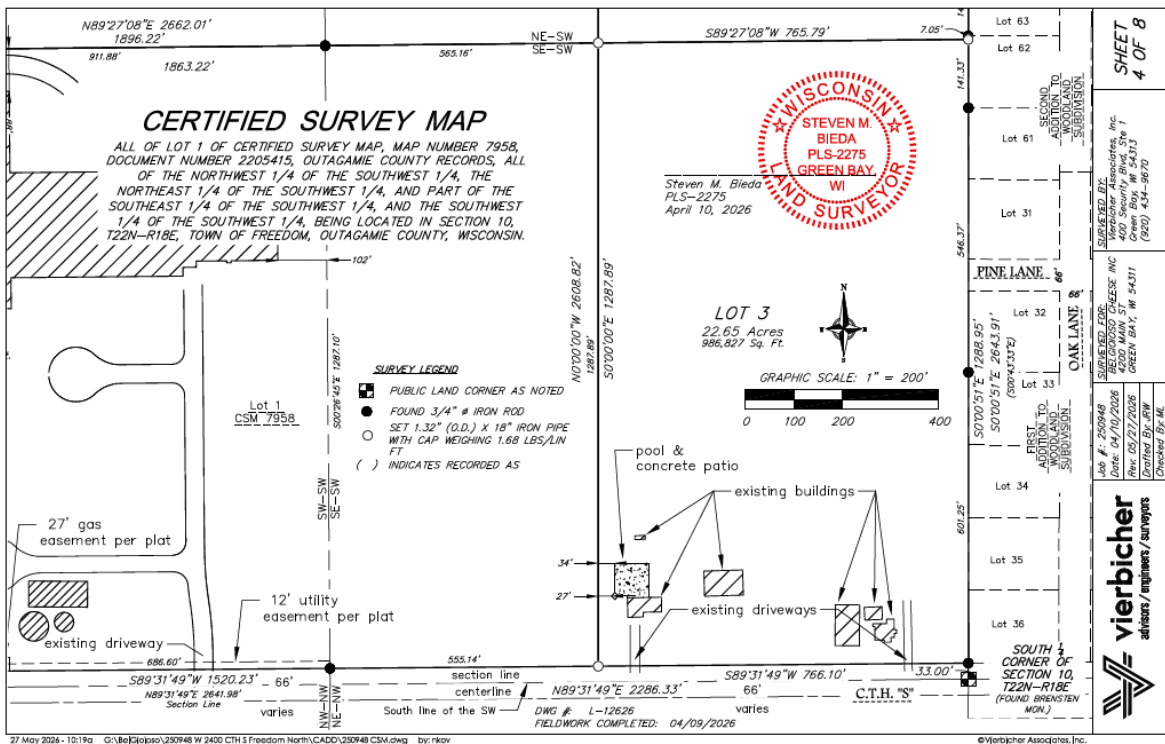
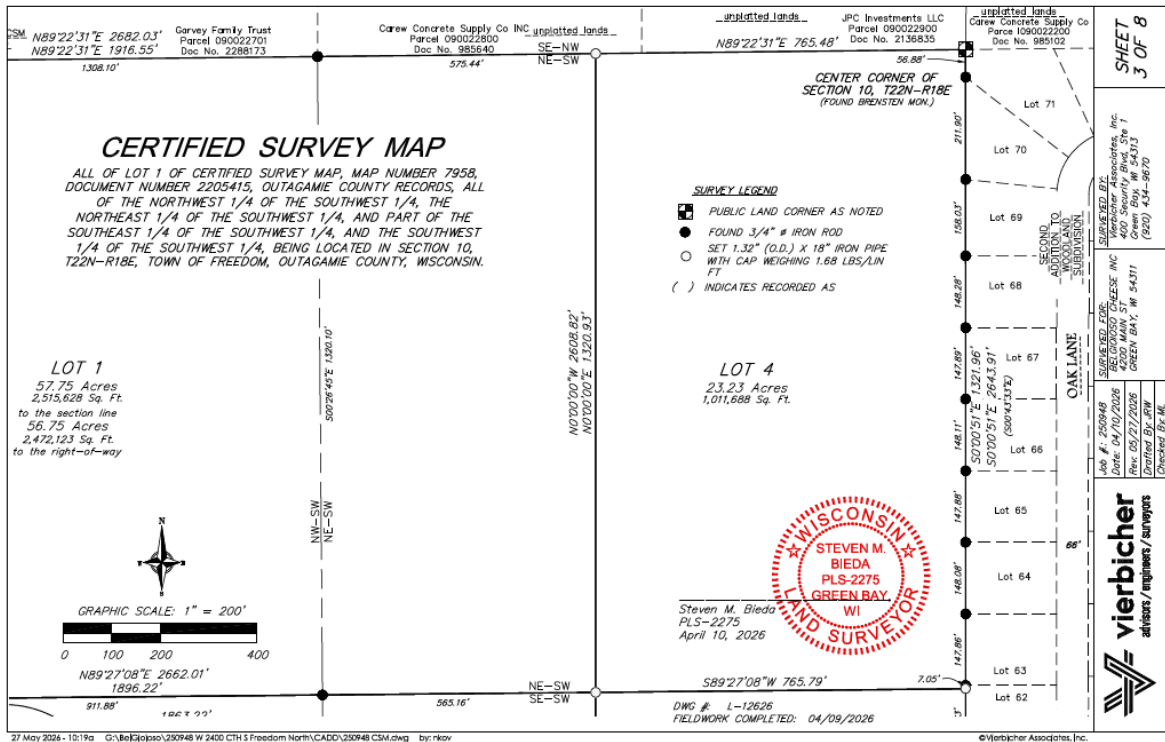
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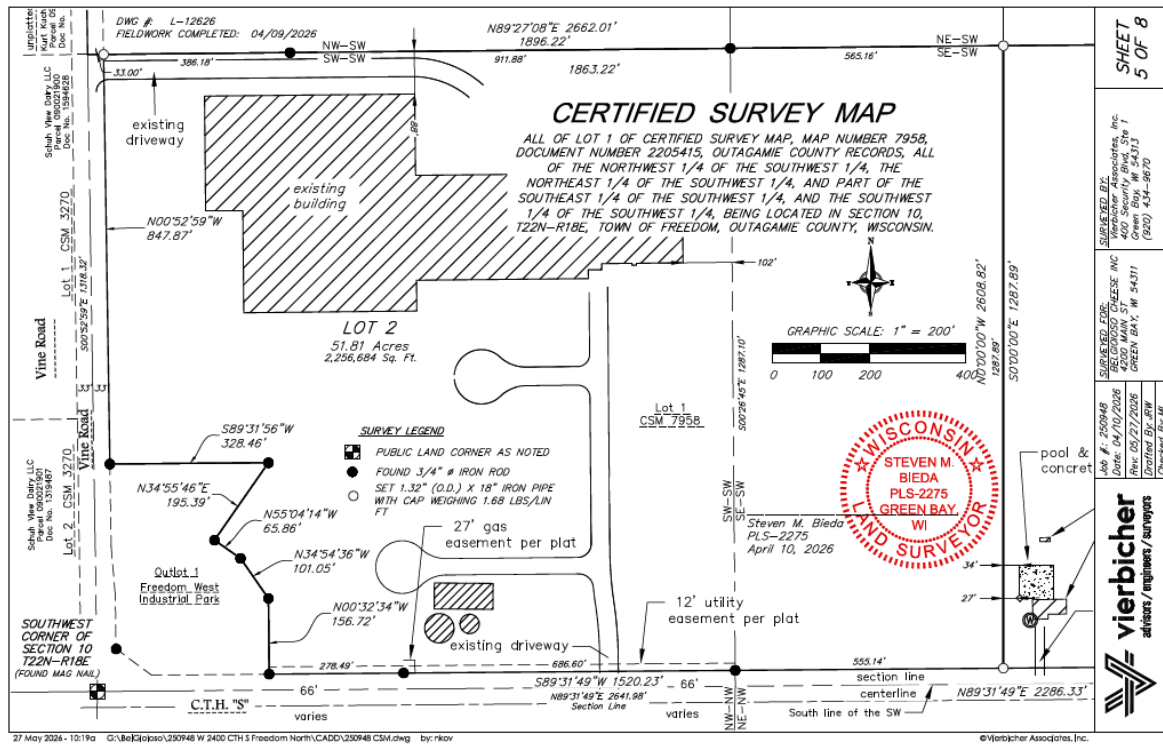
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0 0.25 0.5 1 Miles









0:\Bldg\Draws\250948 W 2402 CTH 3 Freedom North\CA00\250948 CSM.dwg 3/1/2026

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP, MAP NUMBER 7958, DOCUMENT NUMBER 2205415, OUTAGAMIE COUNTY RECORDS, ALL OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, BEING LOCATED IN SECTION 10, T22N-R18E, TOWN OF FREEDOM, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped All of Lot 1 of Certified Survey Map, Map Number 7958, Document number 2205415, Outagamie County Records, all of the Northwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4, and part of the Southeast 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4, being located in Section 10, T22N-R18E, Town of Freedom, Outagamie County, Wisconsin, more fully described as follows:

Beginning at the West 1/4 of Section 10, T22N-R18E; thence N89°22'31"E, a distance of 2682.03 feet along the North line of said Northwest 1/4 of the Southwest 1/4 and of the Northeast 1/4 of the Southwest 1/4 to the Northeast corner of the Southwest 1/4 of Section 10; thence S00°00'51"E, a distance of 2610.86 feet along the East line of the Southwest 1/4, also being the West lines of the Second Addition to Woodland Subdivision (Cabinet E, Plats, Page 175, Document No. 1015248, Outagamie County Records), and First Addition to Woodland Subdivision (Cabinet E, Plats, Page 47, Document No. 918571, Outagamie County Records); thence S89°31'49"W, a distance of 2286.33 feet along the North right of way of County Truck Highway "S", also being the South line of Lot 1 of Certified Survey Map, (Map Number 7958, Document number 2205415, Outagamie County Records); thence N00°32'34"W, a distance of 156.72 feet, along a West line of said of Lot 1; thence N34°54'36"W, a distance of 101.05 feet, along a West line of said of Lot 1; thence N55°04'14"W, a distance of 65.86 feet, along a West line of said of Lot 1; thence N34°55'46"E, a distance of 195.39 feet, along a West line of said of Lot 1; thence S89°31'56"W, a distance of 328.46 feet, along a South line of said of Lot 1; thence N00°52'59"W, a distance of 847.87 feet, along a West line of said of Lot 1 to the Northwest corner of said Lot 1; thence S89°27'08"W, a distance of 30.00 feet to a point on the West line of the Southwest 1/4 of said Section 10; thence N00°52'59"W, a distance of 1318.32 feet along the West line of said Section 10 to the point of beginning.

Parcel contains 6,770,827 square feet / 155.44 acres more or less, to the Section line.

Parcel contains 6,727,322 square feet / 154.44 acres more or less, to the right of way.

Parcel is subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Freedom, and the Outagamie County Planning Commission code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS-2275
April 10, 2026



CERTIFICATE OF THE OUTAGAMIE COUNTY TREASURER

As duly elected Outagamie County Treasurer, I certify that there are no unpaid taxes or unpaid special assessments on the property included with this Certified Survey Map as of the dates listed below.

Date
Outagamie County Treasurer

This Certified Survey Map is contained wholly within the property described in the following recorded instruments. Document number 2154639, 2189931, 2189931, and 2359435.
This CSM is all of tax Parcel numbers 090023211, 090023100, 090023000, 090023300.
The property owner of record is Belgioioso Cheese, Inc.

DWG = L-12626



Job #: 250948
Date: 04/10/2026
Rev: 05/27/2026
Drafted By: JRW
Checked By: ML

SURVEYED FOR:
BELGIOIOSO CHEESE INC
4200 MAIN ST
GREEN BAY, WI 54311

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SHEET
6 OF 8

27 May 2026 - 10:19a G:\land\datasc\250948 W 3400 CTH S Freedom North\CAADD\250948 C3A.dwg by: mcy

© Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP, MAP NUMBER 7958, DOCUMENT NUMBER 2205415, OUTAGAMIE COUNTY RECORDS, ALL OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, BEING LOCATED IN SECTION 10, T22N-R18E, TOWN OF FREEDOM, OUTAGAMIE COUNTY, WISCONSIN.

CERTIFICATE OF THE TOWN OF FREEDOM

Approved by the Town of Freedom this ____ day of _____, 20__

Town Board Chairman

Town Clerk

Chairman of the Town Plan Commission

Town Planner / Engineer

CERTIFICATE OF THE OUTAGAMIE COUNTY DEVELOPMENT AND LAND SERVICES DEPARTMENT

Approved by the Outagamie County Department of Development and Land Services this ____ day of _____, 20__

Development & Land Services Department Representative



Steven M. Bieda
PLS-2275
April 10, 2026

DWG = L-12626

 vierbicher advisors/engineers/surveyors	Job #: 250948	SURVEYED FOR:	SURVEYED BY:
	Date: 04/10/2026	BELOKOSD CHEESE INC	Vierbicher Associates, Inc.
	Rev: 05/27/2026	4200 MAIN ST	400 Security Blvd, Ste 1
	Drafted By: JRW	GREEN BAY, WI 54311	Green Bay, WI 54313
	Checked By: ML		(920) 434-9670

SHEET
7 OF 8

© Vierbicher Associates, Inc.

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CORPORATE OWNER'S CERTIFICATE

BelGioioso Cheese, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described on this Certified Survey Map to be surveyed, combined and mapped as represented hereon. BelGioioso Cheese, Inc., also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

OUTAGAMIE COUNTY DEPARTMENT OF DEVELOPMENT AND LAND SERVICES
TOWN OF FREEDOM

In Witness Whereof, the said BelGioioso Cheese, Inc, has caused these presents to be signed by

_____ it's _____ on this _____ day of _____, 20____.

Personally came before me this _____ day of _____, 20____, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

Bearings referenced to the West line of the Southwest 1/4 of Section 10, T22N-R18E, assumed to be N0°52'59"W.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Outagamie County Planning and Land Services has been notified of any discrepancies.

Adjacent properties are used for agricultural purposes (e.g., farm operation) Any agricultural drain tile disturbed, cut, or broken as part of the development of the plat or excavation for home construction must be repaired and/or relocated to allow for the drain tile to continue to drain as originally designed. The cost of repair or relocation must be borne by the party or their agent damaging the drain tile.

CTH 5 is access controlled. Any changes in access or work in the highway right of way requires a permit from the Outagamie County Highway Department.

To be considered buildable, individually, Lot 3 will require approved vehicular access points to, and frontage on, a public street.

Prior to development, a wetland delineation may be required on Lot(s) 1, 2, 3, & 4. Outagamie County Code of Ordinances, Section 48-7(c)(4)a requires a wetland setback of 10ft. to 30ft., 50ft., or 75ft., depending on the susceptibility of the wetland.

Steven M. Bieda
PLS-2275
April 10, 2026



DWG = L-12626



vierbicher
advisors/engineers/surveyors

Job #: 250948
Date: 04/10/2026
Rev: 05/27/2026
Drafted By: JRW
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SURVEYED FOR:
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4200 MAIN ST
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Department of Development and Land Services
 Planning & Zoning | GIS & Land Information
 320 S. Walnut St. | Appleton, WI 54911
 Outagamie County Government Center, 3rd Floor
 Phone: (920) 832-5255 Fax: (920) 832-4770
 www.outagamie.org

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):	Freedom
Request:	Rezoning / Comp Plan Amend.
Applicant or Petitioner Name:	Belgioioso
Applicant Contact Information (Preferred):	
Site Parcel Number(s):	090023100, 090023000, 090023300
Site Address (if applicable):	
Pre-Application Meeting Number (if applicable):	
Description of the Request: <i>(Please summarize the purpose of this request and/or attach a copy of the pre-application meeting summary, if applicable.)</i>	The Town of Freedom has updated its Comprehensive Plan to accommodate all three parcels being industrial. We are recommending Outagamie County amend their Comprehensive Plan to accommodate industrial and recommend approving the rezoning to industrial, so the parcel is not dual zoned. The adjacent lot hosts an

COMPLETED BY THE CLERK:

Certification:

I hereby certify that the Board of Freedom, at a legally convened meeting of the Board held on 05/27/2026, voted to Approve the Rezoning / Comp Plan request:

Uana McHugh Clerk Signature 5-27-26 Date

Motion Outcome by a Vote of:	5	For	0	Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>	The Town of Freedom has updated its Comprehensive Plan to accommodate all three parcels being industrial. We are recommending Outagamie County amend their Comprehensive Plan to accommodate industrial and recommend approving the rezoning to industrial, so the parcel is not dual zoned. The adjacent lot hosts an industrial cheese plant.			

ORDINANCE NO.: Z-6—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 Benjamin Keuken, applicant on behalf of Belgioioso Cheese Inc., owner, to rezone parcel
16 090023100 and a portion of parcels 090023000 and 090023300 from the General Agriculture District
17 (AGD) to the Industrial District (IND). The location of the site is East of Vine Road and North of County
18 Road S, Town of Freedom, Outagamie County, WI, as depicted on the attached review and map, which
19 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 Freedom upon approval by the Outagamie County Board of Supervisors and publication per State Statute
22 59.14 and 66.0103, and

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

Dated this ____ day of July, 2026.

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.gov

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Sadie DiNatale Burda, Deputy Director
DATE: June 17, 2026
RE: PL202600268: County Rezoning - Review & Recommendation

Application Details

Applicant and Owner: Benjamin Keuken, Applicant on behalf of Belgioioso Cheese Inc., Owner
Request: Rezoning - County
Parcel: 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description)
Location: East of Vine Road and North of County Road S
TOWN OF FREEDOM
Public Hearing: July 14, 2026 at 9:00 AM

Background & Analysis

Benjamin Keuken, Applicant on behalf of Belgioioso Cheese Inc., Owner requested to rezone parcel 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description) from the General Agriculture District (AGD) to the Industrial District (IND). The purpose of the rezone is to accommodate the construction of a new cheese plant north of the existing cheese plant owned and operated by Belgioioso.

Table 1 presents the existing land use and zoning district patterns surrounding the subject area. The proposed IND zoning is compatible with the industrial zoning located south of the property.

The applicant is purposefully retaining an area of AGD zoning between the proposed IND zoned area and the existing residentially-zoned area to the east. This area is intended to function as a buffer to help support compatibility between the proposed industrial development and nearby residential uses.

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 (AGD)	Agriculture
South	Industrial (IND)	Industrial and Agriculture
East	General Agriculture (AGD), Single-Family Residential (RSF)	Agriculture and Residential
West	General Agriculture (AGD)	Agriculture and Residential

County staff identified no specific regulatory or environmental concerns associated with the proposal and subject area. A Certified Survey Map is currently being pursued to split off the subject area to ensure the rezoned area is clearly defined and to avoid dual zoning.

The Freedom Town Board reviewed the rezoning request and recommended approval on May 27, 2026.

Consistency Finding

The County administers general zoning for the Town of Freedom and must document consistency with the Outagamie County Comprehensive Plan pursuant to Sec. 66.1001(3), Wis. Stats.

Staff does not find the proposed industrial use to be inherently incompatible with the surrounding area. However, the subject property is currently planned for “Suburban Transition,” in the Comprehensive Plan Future Land Use Map, which is intended to accommodate land uses transitioning from agriculture to other types of development—predominately residential, rather than establish this area specifically for industrial development.

In the past, the County has supported smaller industrial rezonings within Suburban Transition for light manufacturing and similar smaller-scale uses. In this case, however, staff finds that the scale of the proposed plant, together with the continued concentration of industrial development in the area, warrants a clearer long-term policy direction.

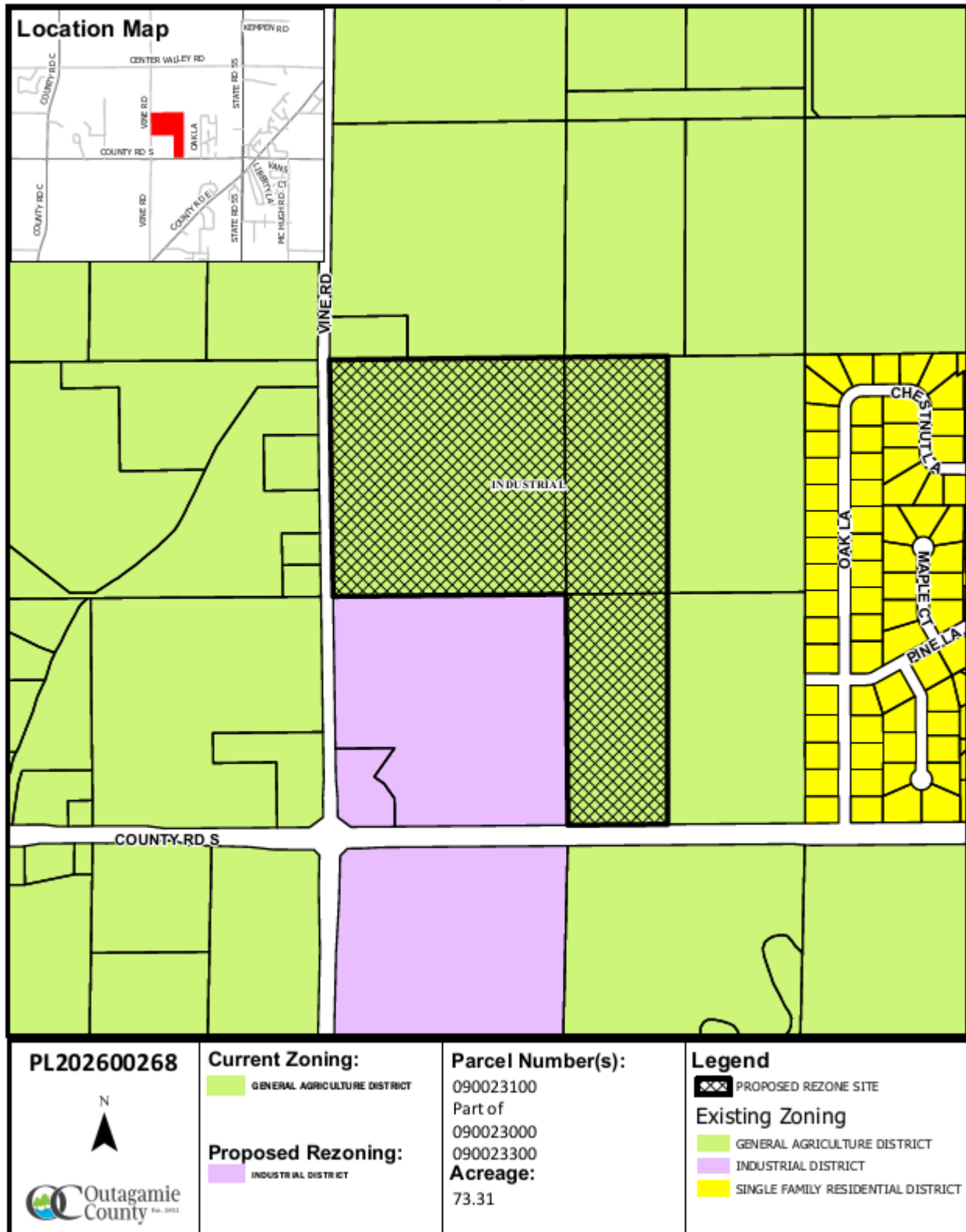
For that reason, the applicant is simultaneously requesting a Comprehensive Plan amendment (PL202600115) to change the future land use designation of the subject area from “Suburban Transition” to “Commercial / Industrial.” If that amendment is approved, staff would be able to find the proposed rezoning consistent with the Comprehensive Plan. If that amendment is not approved, staff does not find the proposed rezoning consistent with the Comprehensive Plan.

Staff Recommendation

Based on the above summarized analysis, County staff recommends one of the following actions:

- **Approve** the proposed rezoning of parcel 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description) from the General Agriculture District (AGD) and the Industrial District (IND), if the associated Comprehensive Plan amendment is approved (PL202600115); or
- **Deny** the proposed rezoning of parcel 090023100 and a portion of parcels 090023000 and 090023300 (see associated legal description), if the associated Comprehensive Plan amendment (PL202600115) is denied.

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
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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.

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COMPLETED BY THE CLERK:

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Dana McHugh Clerk Signature 5-27-26 Date

Motion Outcome by a Vote of:	5	For	0	Against
General Comments/Reasons for the Decision: <i>(See next page for instructions. If needed, you may include additional pages.)</i>	The Town of Freedom has updated its Comprehensive Plan to accommodate all three parcels being industrial. We are recommending Outagamie County amend their Comprehensive Plan to accommodate industrial and recommend approving the rezoning to industrial, so the parcel is not dual zoned. The adjacent lot hosts an industrial cheese plant.			

RESOLUTION NO.: 32—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Highway Department is requesting approval for a budget adjustment to transfer capital
2 outlay funding from the Highway Two-Way Radio System Capital Outlay line item to the
3 Equipment Costs Machinery Expense line item. The Two-Way Radio System project was
4 originally awarded before the Highway Department's radio upgrade project was
5 incorporated into the Sheriff's Radio project. The transfer will allow the Highway
6 Department to purchase additional equipment in support of departmental operations.
7

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

10 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve decreasing
11 the Highway Department Two-Way Radio System Capital Outlay line item and 2026 Capital Projects
12 Transfer Out – Highway line item by \$42,000 each and increasing the Equipment Costs Machinery
13 Expense line item and Equipment Costs Transfer In line item by \$42,000 each, said monies to be used to
14 purchase additional equipment for the Highway Department, as noted on the attached fiscal note, which
15 by reference is made a part hereof, and

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

19 Dated this ____ day of July 2026.
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Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Jason Wegand

Dennis Clegg

Carla Hales

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), or Senior Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

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

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

The Highway Department is requesting approval for a budget adjustment to transfer capital funding from HWY – Two Way Radio System to Equipment Capital Outlay. The Two Way Radio System project was awarded prior to Highway's radio upgrade project was integrated into Sheriff's Radio project. The transfer allows for the purchase of additional equipment to benefit the operations of the Highway Department.

The request is to transfer \$42,000 from Two Way Radio System Capital Outlay to Equipment Capital Outlay.

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.)	COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
Two Way Radio System	Capital Outlay	4702800.6000	(42,000)
2026 Capital Projects	Transfer Out - Highway	4700100.9900.600	(42,000)
Equipment Costs	Machinery Expense	6001010.6000	42,000
Equipment Costs	Transfer In	6001010.8900.470	42,000

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: Rick Hammen

For Financial Services purposes only

Reviewed By: <i>Michelle Litenbrook</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 7/6/2026	
Comments:	

RESOLUTION NO.: 33—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Wisconsin Department of Transportation (WisDOT) is planning for reconstruction of
2 the I-41 corridor which includes interchanges and overpasses with local roadways. In
3 addition, WisDOT recently revised their cost share policy to allow for federal participation
4 to offset a portion of costs related to the incorporation of Community Sensitive Design
5 (CSD) elements which were formerly required to be entirely funded by the Municipality.
6 The subject segment of I-41 mainline will be reconstructed from Holland Road to CTH N.
7 I-41 will be reconstructed to a six-lane facility. Several bridges and box culvert structures
8 will be replaced along with the construction of several sign structures, retaining walls, and
9 noise walls. The project will also include several operational and safety improvements and
10 minor geometric modifications within the STH 55 interchange area, including a portion of
11 Maloney Road. Construction is currently scheduled to begin in 2027. Outagamie County's
12 share is currently estimated to be \$5,835.40 for CSD elements and non-participating items
13 and has been funded in previous budgets.

14
15 As shown in the supporting State/Municipal Financial Agreement (SMFA), Outagamie
16 County will share the total cost of non-participating items with the City of Kaukauna and
17 Town of Vandenbroek. This resolution authorizes the Outagamie County Highway
18 Commissioner to enter into a SMFA for this state-let improvement project and to support
19 future funding for the I-41 reconstruction project.

20
21 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste
22 Committee recommend adoption of the following resolution.

23 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the Highway
24 Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline
25 improvement project from Holland Road to CTH N as noted on the attached State/Municipal Financial
26 Agreement for a State-Let Highway Project, which by reference is made a part hereof, and

27 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
28 funding for the county share of the project costs to be included in future budgets as noted on the attached
29 fiscal note which by reference is 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 Highway Commissioner and the Outagamie County Finance Director.

Dated this ____ day of July 2026.

Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Jason Wegand

Dennis Clegg

Carla Hales

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

 ORIGINAL STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: 6/29/2026 ID: 1130-66-71 (Design: 1130-63-01) Road Name: IH 41 Title: Appleton – De Pere Limits: I-41 Mainline, Holland - CTH N County: Outagamie Roadway Length: 2.254 miles
The signatory City of Kaukauna, Town of Vandenbroek, and Outagamie County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described. The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.	
NEEDS AND ESTIMARY SUMMARY: Existing Facility - Describe and give reason for request: IH 41 has four travel lanes (two in each direction), is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of the pavement and several bridges are nearing the end of their useful service lives and must be replaced. Much of the original pavement on IH 41 was built in the 1960's and has reached the end of its useful life, meaning further rehabilitation is no longer cost-effective. The road also has narrow shoulders, outdated ramp designs, and interchanges spaced too closely to one another. As part of this project, IH 41, mainline bridges, and mainline box culverts need to be reconstructed to accommodate design year traffic projections. Proposed Improvement – Nature of work: The proposed IH 41, Holland - CTH N project will expand 2.254 miles of IH 41 from 4 lanes to 6 lanes between the Holland Road overpass to the CTH N interchange. Existing box culvert C-44-0020 will be replaced with box culvert C-44-0148 and existing box culvert C-44-0025 will be replaced with box culvert C-44-0149. This project also includes community sensitive design (CSD) elements for new IH 41 mainline bridges B-44-0334 and B-44-0335 over STH 55 and new IH 41 mainline bridges B-44-0336 and B-44-0337 over Maloney Road. Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Non-participating work is not necessary to finish the project, but the Municipality has requested a 100% non-participating category be included to be able to address any unanticipated non-participating needs during construction.	

SUMMARY OF COSTS										
¹ Phase	Total Est. Cost	Federal/State Funds	%	Outagamie County	%	City of Kaukauna	%	Town of Vandenbroek	%	
Design Engineering	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
Real Estate Acquisition	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
Municipal Utility Coordination	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
² Construction: 1130-66-71										
Category	Description									
1000	Roadway	\$37,601,105.24	\$37,601,105.24	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1100	Lighting	\$38,556.80	\$38,556.80	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1200	FTMS/ITS	\$491,767.89	\$491,767.89	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1400	City of Kaukauna CSD Items ³	\$46,408.25	\$37,126.60	80% MAX	\$4,640.83	10% +BAL	\$4,640.82	10% +BAL	\$0.00	0%
1410	Town of Vandenbroek CSD Items ⁴	\$11,836.38	\$9,469.10	80% MAX	\$1,183.64	10% +BAL	\$0.00	0%	\$1,183.64	10% +BAL
1600	Local/Non-Participating City of Kaukauna	\$10.93	\$0.00	0%	\$0.00	0%	\$10.93	100%	\$0.00	0%
1610	Local/Non-Participating Outagamie County	\$10.93	\$0.00	0%	\$10.93	100%	\$0.00	0%	\$0.00	0%
1620	Local/Non-Participating, Town of Vandenbroek	\$10.93	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$10.93	100%
1800	100% State Funded	\$48,875.00	\$48,875.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
2000	Structure B-44-0330	\$53,178.30	\$53,178.30	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
2010	Structure B-44-0331	\$53,178.30	\$53,178.30	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
2020	Structure B-44-0332	\$53,178.30	\$53,178.30	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
3000	Structure C-44-0148	\$625,826.55	\$625,826.55	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
3010	Structure C-44-0149	\$711,266.38	\$711,266.38	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
6000	Structure S-44-0381	\$66,700.00	\$66,700.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
6010	Structure S-44-0382	\$94,714.00	\$94,714.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
6020	Structure S-44-0385	\$94,714.00	\$94,714.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
6030	Structure S-44-0386	\$66,700.00	\$66,700.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
6040	Structure S-44-0404	\$201,296.00	\$201,296.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Construction Subtotal		\$40,259,334.19	\$40,247,652.46		\$5,835.40		\$4,651.75		\$1,194.57	
Total Est. Cost Distribution		\$40,259,334.19	\$40,247,652.46		\$5,835.40		\$4,651.75		\$1,194.57	

¹Costs shown are estimates only and may be updated as design progresses.

²Estimates include construction engineering.

³Community Sensitive Design (CSD) amenities for City of Kaukauna CSD Items are funded with 80% federal funding up to a maximum of \$48,000

⁴Community Sensitive Design (CSD) amenities for Town of Vandenbroek CSD Items are funded with 80% federal funding up to a maximum of \$12,000

^{3&4}State funding shall not be used for CSD items. Federal and Municipal funding is permitted for CSD items.

^{3&4}Costs in excess of the federal amenities funding limit shall be the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages [3-8]); is made by the undersigned under property authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the City of Kaukauna	
Name (print)	Title
Signature	Date
Signed for and on behalf of the Town of Vandenbroek	
Name (print)	Title
Signature	Date
Signed for and on behalf of the County of Outagamie	
Name (print)	Title
Signature	Date
Signed for and on behalf of the State	
Name (print)	Title
Signature	Date

(please sign in blue ink)

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers, and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

Construction ID: 1130-66-71

The Project Agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit.

Category 1000 – Roadway

The State will pay 100% of the construction costs under Category 1000 – Roadway unless otherwise noted.

Category 1100 – Lighting

The State will pay 100% of the construction costs under Category 1100 – Lighting unless otherwise noted.

Category 1200 – FTMS/ITS

The State will pay 100% of the construction costs under Category 1200 – FTMS/ITS unless otherwise noted.

Category 1400 – City of Kaukauna CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$48,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The City of Kaukauna and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

City of Kaukauna CSD items costs are estimated to be \$46,408.25.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
517.1010.S	Concrete Staining (structure) 0003. B-44-334	SF	6,035.00	\$2.50	\$15,087.50
517.1010.S	Concrete Staining (structure) 0004. B-44-335	SF	5,990.00	\$2.50	\$14,975.00
517.1010.S	Concrete Staining (structure) 0004. B-44-337	SF	4,117.00	\$2.50	\$10,292.50

1130-66-71 Construction Total	\$40,355.00
15% Construction Engineering	\$6,053.25

1130-66-71 Project Total

\$46,408.25

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1410 – Town of Vandenbroek CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$12,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Town of Vandenbroek and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

Town of Vandenbroek CSD items costs are estimated to be \$11,836.38.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
517.1010.S	Concrete Staining (structure) 0003. B-44-336	SF	4,117.00	\$2.50	\$10,292.50

1130-66-71 Construction Total	\$10,292.50
15% Construction Engineering	\$1,543.88
1130-66-71 Project Total	\$11,836.38

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1600 – Local/Non-Participating, City of Kaukauna

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	1	\$9.50	\$9.50

1130-66-71 Construction Total	\$9.50
15% Construction Engineering	\$1.43
1130-66-71 Project Total	\$10.93

Category 1610 – Local/Non-Participating, Outagamie County

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	1	\$9.50	\$9.50

1130-66-71 Construction Total	\$9.50
15% Construction Engineering	\$1.43
1130-66-71 Project Total	\$10.93

Category 1620 – Local/Non-Participating, Town of Vandebroek

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	1	\$9.50	\$9.50

1130-66-71 Construction Total	\$9.50
15% Construction Engineering	\$1.43
1130-66-71 Project Total	\$10.93

Category 1800 – 100% State Funded

The State will pay 100% of the construction costs under Category 1800 – 100% State Funded unless otherwise noted.

Category 2000 – Structure B-44-0330

The State will pay 100% of the construction costs under Category 2000 – Structure B-44-0330 unless otherwise noted.

Category 2010 – Structure B-44-0331

The State will pay 100% of the construction costs under Category 2010 – Structure B-44-0331 unless otherwise noted.

Category 2020 – Structure B-44-0332

The State will pay 100% of the construction costs under Category 2020 – Structure B-44-0332 unless otherwise noted.

Category 3000 – Structure C-44-0148

The State will pay 100% of the construction costs under Category 3000 – Structure C-44-0148 unless otherwise noted.

Category 3010 – Structure C-44-0149

The State will pay 100% of the construction costs under Category 3010 – Structure C-44-0149 unless otherwise noted.

Category 6000 – Structure S-44-0381

The State will pay 100% of the construction costs under Category 6000 – Structure S-44-0381 unless otherwise noted.

noted.

Category 6010 – Structure S-44-0382

The State will pay 100% of the construction costs under Category 6010 – Structure S-44-0382 unless otherwise noted.

Category 6020 – Structure S-44-0385

The State will pay 100% of the construction costs under Category 6020 – Structure S-44-0385 unless otherwise noted.

Category 6030 – Structure S-44-0386

The State will pay 100% of the construction costs under Category 6030 – Structure S-44-0386 unless otherwise noted.

Category 6040 – Structure S-44-0404

The State will pay 100% of the construction costs under Category 6040 – Structure S-44-0404 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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:** The Highway Department is requesting approval to enter into a State Municipal Financial Agreement for I-41 reconstruction project.

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

The Wisconsin Department of Transportation is reconstructing the I-41 Mainline from Holland Road to CTH N Interchange and has revised their cost share policy to allow for federal participation to offset a portion of costs related to the incorporation of Community Sensitive Design elements, which were required to be funded fully by the municipality. Outagamie County will share the total cost of non-participating items with the City of Kaukauna and Town of Vandenberg. Outagamie County's share is currently estimated to be \$5,835.40 for CSD and non-participating items.

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

- ☐ Revenues ☐ Expenses (Cost) ☒ None
3. Is the specific cost or revenue included in the current year's budget? yes () no () n/a ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (x)
5. Is the proposal to accept additional revenues only? yes () no ()
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.)
- The project on

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

Annual and Long-Term Impact

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

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only

Reviewed By: <i>Michelle Wittenbrook</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditure Account Number</u> <u>Amount</u>
DATE: 7/6/2026	
Comments:	

RESOLUTION NO.: 34—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Wisconsin Department of Transportation (WisDOT) is planning for reconstruction of
2 the I-41 corridor which includes interchanges and overpasses with local roadways. In
3 addition, WisDOT recently revised their cost share policy to allow for federal participation
4 to offset a portion of costs related to the incorporation of Community Sensitive Design
5 (CSD) elements which were formerly required to be entirely funded by the Municipality.
6 The subject segment of I-41 mainline will be reconstructed from CTH N to CTH JJ. I-41
7 will be reconstructed to a six-lane facility. Several bridges and box culvert structures will
8 be replaced along with the construction of several sign structures, retaining walls, and noise
9 walls. The project will also include several operational and safety improvements and minor
10 geometric modifications within the STH 55 interchange area, including a portion of
11 Maloney Road. Construction is currently scheduled to begin in 2027. Outagamie County's
12 share is currently estimated to be \$10.93 for CSD elements and non-participating items and
13 has been funded in previous budgets.

14
15 As shown in the supporting State/Municipal Financial Agreement (SMFA), Outagamie
16 County will share the total cost of non-participating items with the City of Kaukauna. This
17 resolution authorizes the Outagamie County Highway Commissioner to enter into a SMFA
18 for this state-let improvement project and to support future funding for the I-41
19 reconstruction project.

20
21 NOW THEREFORE, the undersigned members of the Highway, Recycling and Solid Waste
22 Committee recommend adoption of the following resolution.

23 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the Highway
24 Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline
25 improvement project from CTH N to CTH JJ as noted on the attached State/Municipal Financial
26 Agreement for a State-Let Highway Project, which by reference is made a part hereof, and

27 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
28 funding for the county share of the project costs to be included in future budgets as noted on the attached
29 fiscal note which by reference is 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 Highway Commissioner and the Outagamie County Finance Director.

Dated this ____ day of July 2026.

Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Jason Wegand

Dennis Clegg

Carla Hales

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

 ORIGINAL STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE – LET HIGHWAY PROJECT	Date: 6/29/2026 ID: 1130-66-72 (Design: 1130-63-01) Road Name: IH 41 Title: Appleton – De Pere Limits: I-41 Mainline, CTH N – CTH JJ County: Outagamie Roadway Length: 3.277 miles
The signatory City of Kaukauna and Outagamie County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described. The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.	
NEEDS AND ESTIMARY SUMMARY: Existing Facility - Describe and give reason for request: IH 41 has four travel lanes (two in each direction), is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of the pavement and several bridges are nearing the end of their useful service lives and must be replaced. Much of the original pavement on IH 41 was built in the 1960's and has reached the end of its useful life, meaning further rehabilitation is no longer cost-effective. The road also has narrow shoulders, outdated ramp designs, and interchanges spaced too closely to one another. As part of this project, IH 41, mainline bridges, and mainline box culverts need to be reconstructed to accommodate design year traffic projections. Proposed Improvement – Nature of work: The proposed IH 41, CTH N - CTH JJ project will expand 3.277 miles of IH 41 from 4 lanes to 6 lanes between the CTH N interchange and CTH JJ. The existing mainline IH 41 bridges B-44-0040 and B-44-0041 over STH 55 will be replaced with new bridges B-44-0334 and B-44-0335. Existing mainline IH 41 bridges B-44-0042 and B-44-0043 over Maloney Road will be replaced with B-44-0336 and B-44-0337. Existing box culvert C-44-0026 will be replaced with new box culvert B-44-0150. Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Non-participating work is not necessary to finish the project, but the Municipality has requested a 100% non-participating category be included to be able to address any unanticipated non-participating needs during construction.	

Note: Refer to 1130-66-71 for CSD elements for the associated bridges (due to WisDOT assignment of federal funds).

SUMMARY OF COSTS								
¹ Phase		Total Est. Cost	Federal/State Funds	%	Outagamie County	%	City of Kaukauna	%
Design Engineering		N/A	N/A		\$0.00	0%	\$0.00	0%
Real Estate Acquisition		N/A	N/A		\$0.00	0%	\$0.00	0%
Municipal Utility Coordination		N/A	N/A		\$0.00	0%	\$0.00	0%
² Construction: 1130-66-72								
Category	Description							
1000	Roadway	\$62,788,897.27	\$62,788,897.27	100%	\$0.00	0%	\$0.00	0%
1110	Lighting	\$1,428,293.73	\$1,428,293.73	100%	\$0.00	0%	\$0.00	0%
1210	FTMS/ITS	\$776,220.54	\$776,220.54	100%	\$0.00	0%	\$0.00	0%
1630	Local/Non-Participating, City of Kaukauna	\$10.93	\$0.00	0%	\$0	00%	\$10.93	100%
1640	Local/Non-Participating Outagamie County	\$10.93	\$0.00	0%	\$10.93	100%	\$0.00	0%
1700	Utilities, City of Kaukauna	\$1,955.00	\$1759.50	90%	\$0.00	0%	\$195.50	10%
1810	100% State Funded	\$575.00	\$575.00	100%	\$0.00	0%	\$0.00	0%
2030	Structure B-44-0334	\$2,233,737.00	\$2,233,737.00	100%	\$0.00	0%	\$0.00	0%
2040	Structure B-44-0335	\$2,217,481.75	\$2,217,481.75	100%	\$0.00	0%	\$0.00	0%
2050	Structure B-44-0336	\$2,652,108.15	\$2,652,108.15	100%	\$0.00	0%	\$0.00	0%
2060	Structure B-44-0337	\$2,784,854.95	\$2,784,854.95	100%	\$0.00	0%	\$0.00	0%
2070	Structure B-44-0041	\$4,600,000.00	\$4,600,000.00	100%	\$0.00	0%	\$0.00	0%
2080	Structure B-44-0043	\$437,000.00	\$437,000.00	100%	\$0.00	0%	\$0.00	0%
2090	Structure B-44-0333	\$53,178.30	\$53,178.30	100%	\$0.00	0%	\$0.00	0%
2100	Structure B-44-0338	\$44,339.40	\$44,339.40	100%	\$0.00	0%	\$0.00	0%
2110	Structure B-44-0341	\$54,917.10	\$54,917.10	100%	\$0.00	0%	\$0.00	0%
2120	Structure B-44-0342	\$54,917.10	\$54,917.10	100%	\$0.00	0%	\$0.00	0%
3020	Structure C-44-0150	\$888,696.43	\$888,696.43	100%	\$0.00	0%	\$0.00	0%
5000	Structure N-44-0018	\$5,927,939.50	\$5,927,939.50	100%	\$0.00	0%	\$0.00	0%
6050	Structure S-44-0335	\$94,714.00	\$94,714.00	100%	\$0.00	0%	\$0.00	0%
6060	Structure S-44-0336	\$66,700.00	\$66,700.00	100%	\$0.00	0%	\$0.00	0%
6070	Structure S-44-0387	\$94,714.00	\$94,714.00	100%	\$0.00	0%	\$0.00	0%
6080	Structure S-44-0388	\$110,055.00	\$110,055.00	100%	\$0.00	0%	\$0.00	0%
6100	Structure S-44-0390	\$110,055.00	\$110,055.00	100%	\$0.00	0%	\$0.00	0%
6110	Structure S-44-0391	\$95,519.00	\$95,519.00	100%	\$0.00	0%	\$0.00	0%

6120	Structure S-44-0392	\$95,519.00	\$95,519.00	100%	\$0.00	0%	\$0.00	0%
6130	Structure S-44-0393	\$66,700.00	\$66,700.00	100%	\$0.00	0%	\$0.00	0%
6140	Structure S-44-0394	\$93,219.00	\$93,219.00	100%	\$0.00	0%	\$0.00	0%
6150	Structure S-44-0395	\$95,519.00	\$95,519.00	100%	\$0.00	0%	\$0.00	0%
Construction Subtotal		\$87,867,847.08	87,867,629.72		\$10.93		\$206.43	
Total Est. Cost Distribution		\$87,867,847.08	87,867,629.72		\$10.93		\$206.43	

¹Costs shown are estimates only and may be updated as design progresses.

²Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [3-8]); is made by the undersigned under property authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the City of Kaukauna	
Name (print)	Title
Signature	Date
Signed for and on behalf of the County of Outagamie	
Name (print)	Title
Signature	Date
Signed for and on behalf of the State	
Name (print)	Title
Signature	Date

(please sign in blue ink)

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off

and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers, and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

Construction ID: 1130-66-72

The Project Agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit. Estimates include construction engineering.

Category 1000 – Roadway

The State will pay 100% of the construction costs under Category 1000 – Roadway unless otherwise noted.

Category 1110 – Lighting

The State will pay 100% of the construction costs under Category 1110 – Lighting unless otherwise noted.

Category 1210 – FTMS/ITS

The State will pay 100% of the construction costs under Category 1210 – FTMS/ITS unless otherwise noted.

Category 1630 – Local/Non-Participating, City of Kaukauna

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼ Inch	Ton	1	\$9.50	\$9.50

1130-66-72 Construction Total	\$9.50
15% Construction Engineering	\$1.43
1130-66-72 Project Total	\$10.93

Category 1640 – Local/Non-Participating, Outagamie County

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	1	\$9.50	\$9.50

1130-66-72 Construction Total	\$9.50
15% Construction Engineering	\$1.43
1130-66-72 Project Total	\$10.93

Category 1700 – Utilities, City of Kaukauna

In accordance with Wisconsin State Statute 84.295 (4m) Municipal Utility Relocation; Freeway Construction

- (a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Special 0106. Adjusting Sanitary Manhole Covers	Each	2.0	\$850.00	\$1,700.00

1130-66-72 Construction Total	\$1,700.00
15% Construction Engineering	\$255.00
1130-66-72 Project Total	\$1,955.00

The State will pay 90% of the construction cost and the City of Kaukauna will pay 10% of the construction cost for Category 1700 – Utilities, City of Kaukauna unless otherwise noted.

Category 1810 – 100% State Funded

The State will pay 100% of the construction costs under Category 1810 – 100% State Funded unless otherwise noted.

Category 2030 – Structure B-44-0334

The State will pay 100% of the construction costs under Category 2030 – Structure B-44-0334 unless otherwise noted.

Category 2040 – Structure B-44-0335

The State will pay 100% of the construction costs under Category 2040 – Structure B-44-0335 unless otherwise noted.

Category 2050 – Structure B-44-0336

The State will pay 100% of the construction costs under Category 2050 – Structure B-44-0336 unless otherwise noted.

Category 2060 – Structure B-44-0337

The State will pay 100% of the construction costs under Category 2060 – Structure B-44-0337 unless otherwise noted.

Category 2070 – Structure B-44-0041

The State will pay 100% of the construction costs under Category 2070 – Structure B-44-0041 unless otherwise noted.

Category 2080 – Structure B-44-0043

The State will pay 100% of the construction costs under Category 2080 – Structure B-44-0043 unless otherwise noted.

Category 2090 – Structure B-44-0333

The State will pay 100% of the construction costs under Category 2090 – Structure B-44-0333 unless otherwise noted.

Category 2100 – Structure B-44-0338

The State will pay 100% of the construction costs under Category 2100 – Structure B-44-0338 unless otherwise noted.

Category 2110 – Structure B-44-0341

The State will pay 100% of the construction costs under Category 2110 – Structure B-44-0341 unless otherwise noted.

Category 2120 – Structure B-44-0342

The State will pay 100% of the construction costs under Category 2120 – Structure B-44-0342 unless otherwise noted.

Category 3020 – Structure C-44-0150

The State will pay 100% of the construction costs under Category 3020 – Structure C-44-0150 unless otherwise noted.

Category 5000 – Structure N-44-0018

The State will pay 100% of the construction costs under Category 5000 – Structure N-44-0018 unless otherwise noted.

Category 6050 – Structure S-44-0335

The State will pay 100% of the construction costs under Category 6050 – Structure S-44-0335 unless otherwise noted.

Category 6060 – Structure S-44-0336

The State will pay 100% of the construction costs under Category 6060 – Structure S-44-0336 unless otherwise noted.

Category 6070 – Structure S-44-0387

The State will pay 100% of the construction costs under Category 6070 – Structure S-44-0387 unless otherwise noted.

Category 6080 – Structure S-44-0388

The State will pay 100% of the construction costs under Category 6080 – Structure S-44-0388 unless otherwise noted.

Category 6100 – Structure S-44-0390

The State will pay 100% of the construction costs under Category 6100 – Structure S-44-0390 unless otherwise noted.

Category 6110 – Structure S-44-0391

The State will pay 100% of the construction costs under Category 6110 – Structure S-44-0391 unless otherwise noted.

Category 6120 – Structure S-44-0392

The State will pay 100% of the construction costs under Category 6120 – Structure S-44-0392 unless otherwise noted.

Category 6130 – Structure S-44-0393

The State will pay 100% of the construction costs under Category 6130 – Structure S-44-0393 unless otherwise noted.

Category 6140 – Structure S-44-0394

The State will pay 100% of the construction costs under Category 6140 – Structure S-44-0394 unless otherwise noted.

Category 6150 – Structure S-44-0395

The State will pay 100% of the construction costs under Category 6150 – Structure S-44-0395 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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:** The Highway Department is requesting approval to enter into a State Municipal Financial Agreement for I-41 reconstruction project.

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

The Wisconsin Department of Transportation is reconstructing the I-41 Mainline from CTH N Interchange to CTH JJ and has revised their cost share policy to allow for federal participation to offset a portion of costs related to the incorporation of Community Sensitive Design elements, which were required to be funded fully by the municipality. Outagamie County will share the total cost of non-participating items with the City of Kaukauna. Outagamie County's share is currently estimated to be \$10.93 for CSD and non-participating items.

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

- ☐ Revenues ☐ Expenses (Cost) ☒ None
3. Is the specific cost or revenue included in the current year's budget? yes () no () n/a ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (x)
5. Is the proposal to accept additional revenues only? yes () no ()
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.)
The project on

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

Annual and Long-Term Impact

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

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only

Reviewed By:

Michelle Uitenbroek

DATE : 7/6/2026

Comments:

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

Detail Expenditure Account Number Amount

RESOLUTION NO.: 35—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

Brewster Village is requesting approval for the following in-year Table of Organization change:

- Reallocate nine (9) Full-Time Equivalent (FTE) Life Enrichment Specialist positions to Life Enrichment Support positions

The Life Enrichment Support positions will better service the needs of the villagers by assuming all the cleaning and room setup responsibilities currently performed by the Life Enrichment Specialists. By transferring these duties, the Life Enrichment Specialists will have more time to focus on resident engagement, life enrichment activities and restorative programming, resulting in improved services and experiences for the villagers. The fiscal impact for 2026 will be budget neutral. The addition of the Life Enrichment Support positions will be offset by a corresponding reduction in Life Enrichment Specialist positions. Because both positions are within the same pay grade, there will be no net increase or decrease in staffing costs. However, budgeted funds will need to be transferred, as the upgraded positions will report to the Facility and Operations Manager rather than the Life Enrichment Services Manager.

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

BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the following in-year Table of Organization request: reallocate nine (9) Full-Time Equivalent (FTE) Life Enrichment Specialist positions to Life Enrichment Support positions effective October 1, 2026, for Brewster Village as noted on the attached Position Classification/Grade Request Form, Job Description, and Table of Organization, which by reference are made a part hereof, and

BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve decreasing the Brewster Village Life Enrichment Salaries line item by \$141,414; decreasing the Brewster Village Life Enrichment Fringe Benefits line item by \$90,803; increasing the Brewster Village Housekeeping Salaries line item by \$141,414; increasing the Brewster Village Housekeeping Fringe Benefits line item by \$90,803 as noted on the attached fiscal note, which by reference is 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 Human Resources Director, the Outagamie County Brewster Village Administrator, and the Outagamie County Finance Director.

Dated this ____ day of July 2026

Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

John Kostelny

Sara MacDonald

Sarah Weinberg

Amy Ristow

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

POSITION CLASSIFICATION/GRADE REQUEST - 2026 BUDGET REQUEST

Completion Checklist	
- Proposed Table of Organization	
- Job description for the position requested below, highlighting any changes from current Job Description	

Request Details	
Effective Date of Requested Change:	10/1/2026
Department:	Brewster Village
Department Head:	Heather Hintz
Cost Center Number:	5017226
Position Title:	Life Enrichment Support
Current Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non Exempt
Proposed Classification: Exempt (Salaried) or Non-Exempt (Hourly):	Non Exempt
Current Pay Grade of Position:	105
Proposed Pay Grade of Position:	105
New Step(s) in New Grade:	
Number of Employees:	9 FTE

Reclass Justification
Briefly summarize why this classification change is needed, as well as areas of revenue and savings.
Brewster Village would like to change 9 FTE from the Life Enrichment Specialists position to a newly created Life Enrichment Support position. The remaining Life Enrichment specialists job description would remove the cleaning from their job description and focus on planning and carrying out the activities for villagers. The new Life Enrichment Support position would focus on the cleaning of villager rooms and the households and would report to the Facilities & Operations Manager, which oversees other janitorial staff. We expect shifting these FTEs will be a budget neutral result.

Employee(s) impacted by this change (if no one in position, leave blank)

Fiscal Data	
How will this position change be funded (Levy, Grant, etc.)?	
PROJECTED 2026 INCREASE IN EXPENDITURES - Amounts must agree to amounts included in proposed budget.	
Salary	\$ -
Fringe Benefits	\$ -
Other (Describe)	\$ -
Other (Describe)	\$ -
TOTAL EXPENDITURES	\$ -
COST SAVINGS OR INCREASED REVENUES:	
Please list below the additional revenues pertaining to this position and/or cost savings (reductions in expenditures) that will be shown in the budget.	
Description	Dollar Value (enter as negative)
	\$ -
	\$ -
	\$ -
TOTAL COST SAVINGS/REVENUES	\$ -
NET COUNTY COST (Levy/Fund Balance)	\$ -

TO BE COMPLETED BY HUMAN RESOURCES:

Reviewed by HR	
County Executive Decision (Approved/Denied)	

Life Enrichment Support

Under direct supervision of the Facility and Operations Manager, the Life Enrichment Support is responsible for maintaining a clean, sanitary, safe, and orderly environment throughout Brewster Village, a 204 bed skilled nursing facility operated by Outagamie County. This position provides a clean, safe and sanitary environment by cleaning villager rooms, bathing suites, offices, halls, and other areas that are assigned. Hours are Monday thru Sunday, on rotation including some weekends.

Key Responsibilities

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

- Ability to see person-directed care as an important component in providing villagers with a sense of health and wellbeing. Collaborates with household members to create and maintain an atmosphere that implements villager choice.
- Maintains a safe, comfortable and functional environment by assessing the household for potential hazards, implements practices utilizing appropriate techniques regarding sanitation, infection control, fire safety, disaster preparedness and emergency care, investigates and reports all incidents and accidents, and observes the team for safe work habits.
- Maintains condition of villagers room and household common areas by cleaning and disinfecting furniture, emptying wastebaskets, vacuuming floors, dusting, completing deep cleans, mopping floors, carpet cleaning and sanitizing.
- Keeps the household clean and free from odors, accumulations of dirt, dust, rubbish, and safety hazards per State and Federal requirements.
- Attends and participates in household meetings, huddles, educational in-services, and other meetings as it applies to the position.

Education/Certifications/Experience Requirements

- High School Diploma or Equivalent
- Be at least 18 years of age.
- Experience in long-term care preferred
- Job-related experience, such as custodial experience
- Or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- This position does require successful completion of a Post Offer Pre Employment Examination (POPE).

Required or Preferred Skills

- Ability to effectively communicate using English and understand and follow written and oral instructions.

- Ability to comply with safety regulations, follow the Safety Data Sheets and practice safety procedures
- Knowledge and competency of computers and ability to complete assignments according to designated time frames.
- Ability to work semi-independently making sound decisions, budget time and work to efficiently complete tasks
- Demonstrated reliability in attendance and flexibility in work hours.
- Ability to establish positive professional rapport with villagers, families, co-workers and the general public.

Essential Physical Demands

1. Stand/Walk
2. Sit
3. Lift/Carry up to 50 lbs. occasionally
4. Lift/Carry up to 25 lbs. frequently
5. Push/Pull
6. Stair climbing
7. Climbing stepladder
8. Balancing
9. Stooping
10. Kneeling
11. Repeated bending
12. Reaching: high/low level
13. Finger movement-repetitive
14. Repetitive twisting/pressure with wrist or hands
15. Both hands required
16. Both legs required
17. Ability to communicate verbally

FUND: BREWSTER VILLAGE 501

DEPARTMENT NAME: BREWSTER VILLAGE

COST CENTER NAME: BREWSTER VILLAGE
COST CENTER NUMBER: 5017100, 5017226, 5017235,
5017550, 5017551, 5017552, 5017661, 5017663, 5017665

POSITION COUNT REGULAR POSITIONS:	2023			2024			2025			2026		
	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE
<u>COST CENTER 5017100</u>												
ASSISTANT DIRECTOR OF NURSING	1	0		1	0		1	0		1	0	
CERTIFIED NURSING ASSISTANT	0	0	102.3	0	0	102.3	0	0	102.3	0	0	102.3
DIRECTOR OF NURSING	1	0		1	0		1	0		1	0	
INFECTION CONTROL COORDINATOR	1	0		1	0		1	0		1	0	
LPN *	0	0	1.2	0	0	1.2	0	0	1.2	0	0	1.2
MDS COORDINATOR	0	0		1	0		2	0		2	0	
MEDICATION TECHNICIAN *	0	0	1.6	0	0	1.6	0	0	6.6	0	0	6.6
NURSING SUPERVISOR	8	0		8	0		8	0		8	0	
NURSING TECHNICIAN	0	0	0.5	0	0	0.5	0	0	0.5	0	0	0.5
REGISTERED NURSE *	0	0	30.7	0	0	30.7	0	0	30.7	0	0	30.7
COST CENTER TOTALS	11	0	136.3	12	0	136.3	13	0	141.3	13	0	141.3
<u>COST CENTER 5017226</u>												
LIFE ENRICHMENT SERVICES MANAGER	1	0		1	0		1	0		1	0	
LIFE ENRICHMENT SPECIALIST	0	0	19.6	0	0	19.6	0	0	19.6	0	0	19.6
LIFE ENRICHMENT SPECIALIST - LEAD	1	0		1	0		1	0		1	0	
COST CENTER TOTALS	2	0	19.6	2	0	19.6	2	0	19.6	2	0	30.2

* POSITION COMPOSITION MAY VARY BUT NOT EXCEED TOTAL COMBINED NUMBER OF POSITIONS

FUND: BREWSTER VILLAGE 501

COST CENTER NAME: BREWSTER VILLAGE
COST CENTER NUMBER: 5017100, 5017226, 5017235,
5017550, 5017551, 5017552, 5017661, 5017663, 5017665

DEPARTMENT NAME: BREWSTER VILLAGE

POSITION COUNT REGULAR POSITIONS:	2023			2024			2025			2026		
	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE
<u>COST CENTER 5017235</u>												
ADMISSIONS COORDINATOR	0	0		0	0		1	0		1	0	
SOCIAL SERVICES MANAGER	1	0		1	0		1	0		1	0	
SOCIAL WORKER	3	1		3	1		3	1		3	1	
SUPPORT SERVICES DIRECTOR	1	0		1	0		0	0		0	0	
COST CENTER TOTALS	5	1	0	5	1	0	4	1	0	4	1	0
<u>COST CENTER 5017550</u>												
CULINARY SPECIALIST	0	0	2.8	0	0	2.8	0	0	2.8	0	0	2.8
FOOD & NUTRITION SERV. MANAGER	1	0		1	0		1	0		1	0	
HOMEMAKER	0	0	17.9	0	0	17.9	0	0	17.9	0	0	17.9
HOMEMAKER - LEAD	0	0	5.0	1	0		1	0		1	0	
REGISTERED DIETITIAN	1	0		1	0		1	0		1	0	
COST CENTER TOTALS	2	0	25.7	3	0	20.7	3	0	20.7	3	0	20.7
<u>COST CENTER 5017551</u>												
CUSTODIAL & MAINTENANCE ASSISTANT	1	0		1	0		1	0		1	0	
DRIVER	0	0		0	0		0	2		0	2	
FACILITIES MAINTENANCE WORKER	3	0		3	0		2	0		2	0	
FACILITY & OPERATIONS MANAGER	1	0		1	0		1	0		1	0	
LIFE ENRICHMENT SUPPORT												9
LEAD MAINTENANCE TECHNICIAN	0	0		0	0		1	0		1	0	
COST CENTER TOTALS	5	0	0	5	0	0	5	2	0	5	2	9
<u>COST CENTER 5017552</u>												
ENVIRONMENTAL SERVICES SPECIALIST	0	0	2.8	0	0	2.8	0	0	2.8	0	0	2.8
COST CENTER TOTALS	0	0	2.8	0	0	2.8	0	0	2.8	0	0	2.8
<u>COST CENTER 5017661</u>												
INVENTORY/SUPPLY ASSISTANT	0	0	1.0	0	0	1.0	0	0	1.0	0	0	1.0
COST CENTER TOTALS	0	0	1	0	0	1	0	0	1	0	0	1
<u>COST CENTER 5017663</u>												
MEDICAL CODING ASSISTANT	1	0		1	0		1	0		1	0	
MEDICAL RECORDS COORDINATOR	1	0		1	0		1	0		1	0	
UNIT CLERK	1	0		1	0		1	0		2	0	
COST CENTER TOTALS	3	0	0	3	0	0	3	0	0	4	0	0

FUND: BREWSTER VILLAGE 501

DEPARTMENT NAME: BREWSTER VILLAGE

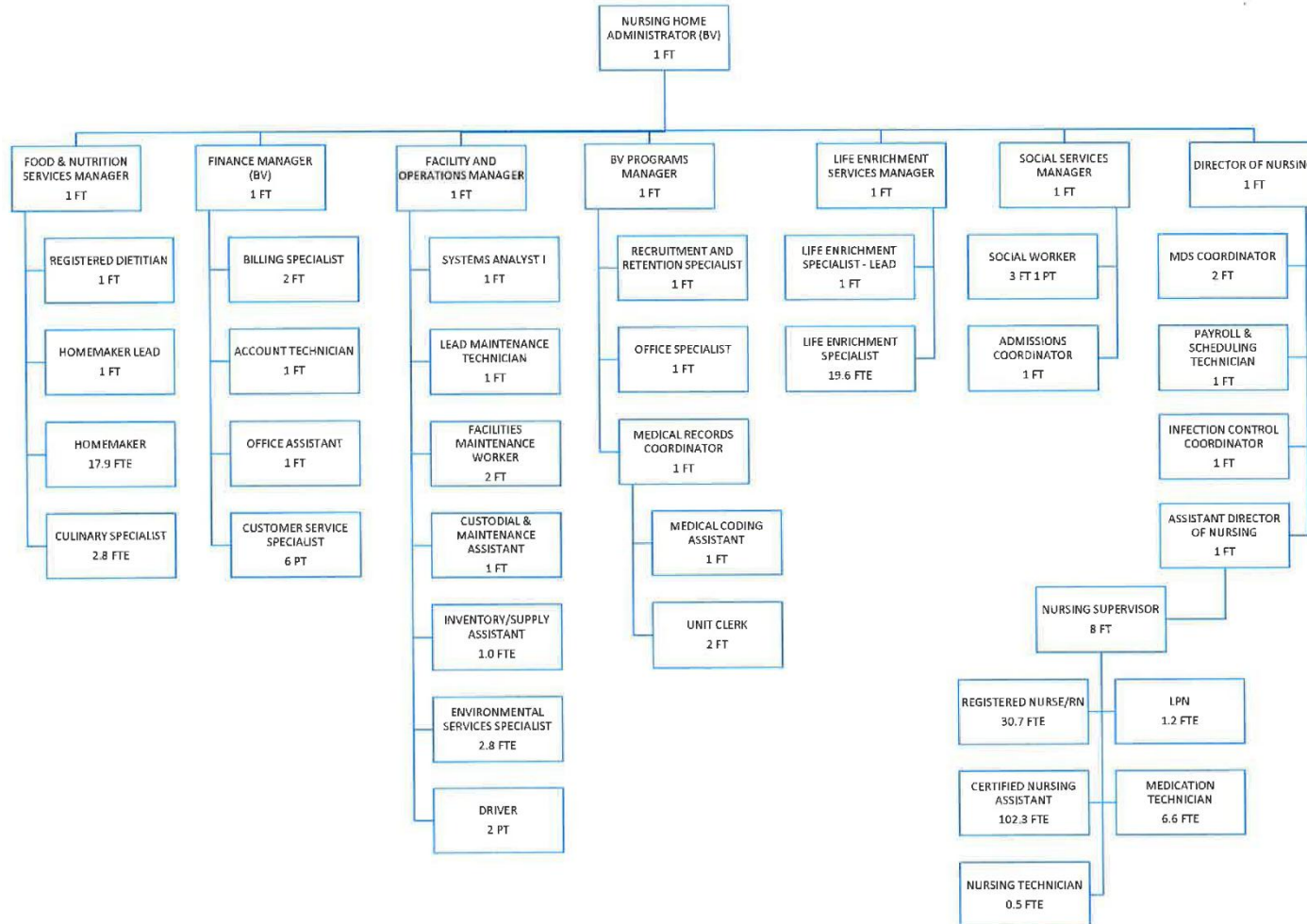
COST CENTER NAME: BREWSTER VILLAGE
COST CENTER NUMBER: 5017100, 5017226, 5017235,
5017550, 5017551, 5017552, 5017661, 5017663, 5017665

POSITION COUNT REGULAR POSITIONS:	2023			2024			2025			2026		
	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE
<u>COST CENTER 5017665</u>												
ACCOUNT TECHNICIAN	1	0		1	0		1	0		1	0	
BILLING SPECIALIST	2	0		2	0		2	0		2	0	
BV PROGRAMS MANAGER	1	0		1	0		1	0		1	0	
CUSTOMER SERVICE SPECIALIST	0	1		0	3		0	3		0	6	
FINANCE MANAGER	1	0		1	0		1	0		1	0	
NURISING HOME ADMINISTRATOR	1	0		1	0		1	0		1	0	
OFFICE ASSISTANT	1	0		1	0		1	0		1	0	
OFFICE SPECIALIST	1	0		1	0		1	0		1	0	
PAYROLL & SCHEDULING TECHNICIAN	1	0		1	0		1	0		1	0	
RECRUITMENT & RETENTION SPECIALIST	1	0		1	0		1	0		1	0	
SYSTEMS ANALYST I	1	0		1	0		1	0		1	0	
COST CENTER TOTALS	11	1	0	11	3	0	11	3	0	11	6	0
TOTAL POSITIONS - REGULAR: ^	39	2	185.4	41	4	180.4	41	6	185.4	42	9	205
TOTAL ALL POSITIONS:	39	2	185.4	41	4	180.4	41	6	185.4	42	9	205

^ NO FT OR PT NUMBERS ARE SHOWN ON FTE POSITION COUNTS WHERE FTE TOTALS ARE PROVIDED.

FUND: BREWSTER VILLAGE 501
DEPARTMENT NAME: BREWSTER VILLAGE

COST CENTER NAME: BREWSTER VILLAGE
COST CENTER NUMBER: 5017100, 5017226, 5017235,
5017550, 5017551, 5017552, 5017661, 5017663, 5017665



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:** Position Reallocation to Life Enrichment Support

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)

To better service the needs of our villagers, Brewster Village is requesting a position reallocation of 9 FTE from the Life Enrichment Specialist to the Life Enrichment Support position. The Life Enrichment Support position will assume all the cleaning and room setup responsibilities currently performed by Life Enrichment Specialists. By transferring these duties, the Life Enrichment Specialists will have more time to focus on resident engagement, life enrichment activities and restorative programming, resulting in improved services and experiences for our villagers. The budget impact for 2026 will be neutral. The addition to the Life Enrichment Support position will be offset by a corresponding reduction of Life Enrichment Specialist FTEs. Because both positions are within the same pay grade, there will be no net increase or decrease in staffing costs. However, budgeted funds will need to be transferred, as the new position will report to the Facility & Operations Manager than the Life Enrichment Services Manager.

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

☐ Revenues

☐ Expenses (Cost)

☒ None

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

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

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

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

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)		INCREASE (DECREASE) AMOUNT
Life Enrichment	Salaries		5017226.5100	(141,414)
Life Enrichment	Fringe Benefits		5017226.5200	(90,803)
Housekeeping	Salaries		5017552.5100	141,414
Housekeeping	Fringe Benefits		5017552.5200	90,803

Annual and Long-Term Impact

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

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Jeremy Fredericks

For Financial Services purposes only

Reviewed By: <i>Michelle Lutenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:	
	<u>Detail Expenditures Account Number</u>	<u>Amount</u>
Date: 6/22/2026		
Comments:		

RESOLUTION NO.: 36—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

2023 Wisconsin Act 4 allowed for county correctional officers, including jailers, eligible to elect participation in the Wisconsin Retirement System (WRS) Protective Occupation category effective January 1, 2024. Correctional officers who elected protective occupation status are required to pay the additional employee contribution associated with that enhanced retirement benefit, while other employees in protective occupation classifications generally do not bear that additional cost. In addition to the increased WRS contribution, eligible correctional officers electing protective occupation status are also required to contribute 0.3% for the annual duty disability benefit, which is otherwise a covered benefit for other employees eligible for protective occupation benefits.

This resolution approves establishing a stipend program for eligible correctional officers and corporals to help offset the added cost associated with the protective occupation pension benefit, which is employer-paid for other law enforcement officers, state jailers, and certain county corrections employees who were grandfathered prior to Act 4. The estimated cost of the stipend program for 2026 is \$94,750.

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

BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve establishing a stipend program for eligible correctional officers and corporals to offset the additional employee costs associated with electing protective occupation status under the Wisconsin Retirement System, and

BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve increasing the Corrections/Jail Salaries line item by \$94,750 and decreasing the General Fund Surplus Fund Balance Applied line item by \$94,750 as noted on the attached fiscal note, which by reference is 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 Human Resources Director, the Outagamie County Sheriff, and the Outagamie County Finance Director.

Dated this ____ day of July 2026

Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

John Kostelny

Sara MacDonald

Sarah Weinberg

Amy Ristow

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

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

1. **Subject:** Correction Office Stipend

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)

2023 Wisconsin Act 4 allowed for county correctional officers (jailers) to become eligible for WRS Protective category as of January 1, 2024. Correction officers who opted in were then required to pay the difference in the benefit; other employees under the Protective category do not pay the difference. In addition to paying the additional contribution for WRS if opting for the Protective benefit, they are also paying .3% for the Annual Duty Disability benefit, which is a covered benefit for other employees eligible for Protective benefits.

Provide the stipend program described below for eligible Correction Officers and Corporals to help offset the added cost of the protective pension benefit, which is employer-paid for other law enforcement officers, State jailers, and certain County corrections employees grandfathered before Act 4. Estimated cost of the stipend for 2026 is \$94,750.

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

☐ Revenues ☒ Expenses (Cost) ☐ None

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

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

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER	INCREASE (DECREASE) AMOUNT
		(i.e. 1004100.5100, 1004100.5400, etc.)	
Corrections/Jail	Salaries	1008017.5100	94,750
General Fund Surplus	Fund Balance Applied	1002223.8955	(94,750)

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 _____
Annual Revenue _____

Fiscal Note Prepared by: Valarie Wunerlich/Michelle Uitenbroek

For Financial Services purposes only

Reviewed By:

Michelle Uitenbroek

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

Detail Expenditures Account Number

Amount

Date: 7/6/2026	
Comments:	

RESOLUTION NO.: 37—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Supplemental Nutrition Assistance Program (SNAP) provides critical nutrition
2 assistance to many Outagamie County residents, including children, older adults, and
3 people with disabilities. As a state-supervised, county-administered program, it is
4 Outagamie County's responsibility to implement the many eligibility and paperwork
5 verification requirement changes made to SNAP under H.R. 1. These changes are
6 projected to affect many participants statewide and to increase county administrative
7 costs related to technology upgrades, staff training, outreach and staffing.

8
9 H.R. 1 also ties new SNAP benefit cost-sharing requirements beginning Fiscal Year
10 2028, to Payment Error Rates (PERs) at the same time counties are implementing major
11 policy and operational changes. Improving payment accuracy requires sufficient time,
12 staffing, training, and system investments. Those efforts will become more difficult as
13 resources become more limited. Beginning October 2026, H.R. 1 reduces the federal
14 government's share of SNAP administrative costs from 50 percent to 25 percent.

15
16 These cost shifts threaten to destabilize Outagamie County's budget, potentially
17 resulting in staffing reductions and delays in the delivery of critical nutrition assistance
18 to vulnerable residents. Outagamie County is committed to operating a strong and
19 accurate SNAP program; however, sufficient time is needed to improve SNAP payment
20 accuracy before new cost obligations are triggered.

21
22 Under current law, poorer-performing states will have two additional years to lower
23 their SNAP error rates. This resolution respectfully urges, at a minimum, approval of
24 a bipartisan Farm Bill to extend the delay to all states, treating SNAP agencies equally
25 while providing the necessary time to invest in the staffing, training, and technology
26 needed to sustainably reduce Payment Error Rates (PERs). Extending this relief to all
27 states, including Wisconsin, will ensure Outagamie County has the time needed to
28 properly implement major changes to the SNAP program without compromising
29 program integrity or access to food assistance for vulnerable families.

30
31 NOW THEREFORE, the undersigned members of the Health and Human Services Committee
32 recommend adoption of the following resolution.

33

34

BE IT RESOLVED, that the Outagamie County Board of Supervisors respectfully urges approval of a bipartisan Farm Bill, or other federal action, that at a minimum extends the delay in SNAP cost obligations tied to Payment Error Rates to all states, including Wisconsin, which will provide Outagamie County the time needed to implement major SNAP program changes and invest in the staffing, training, and technology necessary to improve accuracy without compromising program integrity or access to food assistance for vulnerable families, and

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

Dated this ____ day of July 2026

Respectfully Submitted,
HEALTH AND HUMAN SERVICES
COMMITTEE

Jeff McCabe

Dustin Koury

Cathy Thompson

Jerry Zabronsky

Jayme Heiser

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

RESOLUTION NO.: 38—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 It is necessary that various accounts of Outagamie County be closed as of December
2 31, 2025, except special funds, commonly known as Revolving Funds, which are
3 in the best interest of Outagamie County to remain intact. The budget adjustments
4 will be made to the 2026 budget.
5

6 Resolution No.: 168-2025-26, presented to the County Board on March 24, 2026,
7 included the majority of the requested County's Revolving Funds for the year 2025
8 into 2026. However, the resolution did not include the Highway, County Roads &
9 Bridges, and Highway Project Related Capital Project Funds revolving funds as the
10 amounts were not available at that time.
11

12 This resolution approves the Highway Department related revolving funds that
13 were not included in the original requested resolution. These items will be included
14 in the budget adjustments that will be made to the 2026 budget.
15

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

18 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
19 approve of all excess or deficiency of revenues over/under expenditures and unexpended
20 appropriations of the various accounts reverting back to the County's General Fund or from the
21 General Fund as indicated in the attached fiscal note and the complete schedule of Revolving
22 Funds from 2025 to 2026 Projects, with the exception of those expenses, revenues or transfers as
23 detailed in the attachments, which by reference are made a part hereof, and

24 BE IT FURTHER RESOLVED, unless detailed otherwise on the attachment, that should
25 any closed projects have excess funding (except highway project funded that will be applied to the
26 following year's budget), those funds will be returned to the General Fund, or if legally required,
27 to the Debt Service fund, and

BE IT STILL FURTHER RESOLVED, that all of the following accounts shall not lapse to the County's General Fund: Highway, County Roads and Bridges Fund, and Highway Project Related Capital Project, 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.

Dated this ____ day of July 2026

Respectfully Submitted,

FINANCE COMMITTEE

Chris Croatt

John Cuff

Karen Lawrence

Rick Lautenschlager

Dana Johnson

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 Senior 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:** Revolving Funds Requests 2025 to 2026 – Highway, County Road & Bridge, and Highway Project Related Capital Project Funds)

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)

See attached for the complete schedule of requested Revolving Funds from the 2025 budget into the 2026 budget. The budget adjustments will be made to the 2026 budget. Note that these Revolving Funds cover Highway, County Road & Bridge, and Highway Project Related Capital Project Funds.

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
See attached.			

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: Riley Webster/Michelle Uitenbroek

For Financial Services purposes only							
Reviewed By: <i>Michelle Uitenbroek</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <table border="1"> <thead> <tr> <th>Detail Expenditures Account Number</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Detail Expenditures Account Number	Amount				
Detail Expenditures Account Number	Amount						
Date: 7/15/2026							
Comments:							

**REVOLVING FUNDS FROM 2025 TO 2026 PROJECTS
HIGHWAY DEPARTMENT**

PROJECT NUMBER	DESCRIPTION	STATE / FEDERAL CR&B SHARE	LOCAL MUNICIPALITY SHARE	COUNTY SHARE HWY FUND BAL	COUNTY SHARE CAP PROJECT	COUNTY SHARE CR&B FUND	TOTAL HIGHWAY COSTS
CONSTRUCTION							
6005815	BRIDGE 9-44-0003 CTH KK OVER KONKAPOT CREEK	255,057					255,057
6005821	CTH Z - KAVANAUGH RD TO OUTAGAMIE	1,241,996			142,757		1,384,753
6005822	CTH JJ (OLD STH 15) INDUSTRIAL TO DOUGLAS	31,132	3,400				34,532
6005823	CTH JJ (OLD STH 15) DOUGLAS TO WARNER	26,153	24,399			9,082	59,635
6005825	BRIDGE P-44-0709 CTH JJ OVER BLACK OTTER CRREK	3,356			33,798	47,515	84,669
6005827	CTH N - CTH KK TO CTH CE	51,338	12,958		175,567		239,863
6005830	CTH Z - CTH ZZ TO KAVANAUGH RD				199,051		199,051
6005831	CTH JJ - CTH A TO STH 47		91,825		739,860	8,211	839,896
6005833	CTH G - ISAAR RD TO CTH Y				102,191		102,191
6005835	CTH U - CTH S TO CTH EE				209,076		209,076
6005840	I 41 TRAFFIC MANAGEMENT					137,165	137,165
6005842	CTH JJ - Lightning Dr to Cherryvale		75,000			75,000	150,000
6005844	CTH N - CTH N & Maes Ave Intersection		88,506			64,728	153,234
6005846	CTH S - Kelley Rd to CTH A					100,000	100,000
6005849	CTH J - CTH JJ to Greiner Rd					62,852	62,852
6005854	CTH OO - CTH OO & Holland Rd Intersection		49,859			49,854	99,714
6005855	CTH A - CTH A & CTH JJ - West Intersection	179,472			18,421		197,893
6005857	CTH A - CTH A & CTH S Intersection	199,573			11,712		211,285
6005860	CTH U - Bridge B-44-0051 Over Apple Creek	165,750			35,718		201,467
6005861	CTH F - Bridge B-44-0089 Over Wolf River					199,725	199,725
6005862	CTH UUL - CTH J to CTH U	120,000				20,961	140,961

7/15/2026 10:28 AM

Highway Fund 600 Revolving Funds Detail 2025

REVOLVING FUNDS FROM 2025 TO 2026 PROJECTS
HIGHWAY DEPARTMENT

PROJECT NUMBER	DESCRIPTION	STATE / FEDERAL CR&B SHARE	LOCAL MUNICIPALITY SHARE	COUNTY SHARE HWY FUND BAL	COUNTY SHARE CAP PROJECT	COUNTY SHARE CR&B FUND	TOTAL HIGHWAY COSTS
6005899	Culvert Replacement Program				31,018	103,163	134,181
TOTAL CONSTRUCTION		2,273,827	345,946	-	1,699,169	878,256	5,197,198

REVOLVING FUNDS FROM 2025 TO 2026 PROJECTS
HIGHWAY DEPARTMENT

PROJECT NUMBER	DESCRIPTION	STATE / FEDERAL CR&B SHARE	LOCAL MUNICIPALITY SHARE	COUNTY SHARE HWY FUND BAL	COUNTY SHARE CAP PROJECT	COUNTY SHARE CR&B FUND	TOTAL HIGHWAY COSTS
BITUMINOUS							
6005913	CTH A - CTH JJ East to CTH JJ West					4,443	4,443
6005914	CTH N - 3rd Street to Maes Ave					177,941	177,941
6005915	CTH OO - Richmond St to 750 FT E. of Meade Street				77,273		77,273
6005920	CTH A - Spencer St to Wisconsin Ave					35,163	35,163
6005923	CTH A - Wisconsin Ave to Nordale Dr					37,064	37,064
6005924	CTH KK - STH 441 to Coop Rd				367,026		367,026
6005925	CTH T - USH 45 to CTH D					49,751	49,751
6005926	CTH A - CTH S to STH 47	62,370			16,076		78,446
TOTAL BITUMINOUS		62,370	-	-	460,375	304,362	827,107
COUNTY AID BRIDGES							
6008500	Unallocated Bridge Funds (All extra bridge funds go in this account)		92,116			178,322	270,438
TOTAL COUNTY AID BRIDGES		-	92,116	-	-	178,322	270,438
GRAND TOTAL							
		2,336,197	438,062	-	2,159,544	1,360,940	6,294,743

RESOLUTION NO.: 39—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Highway Department is requesting a step regrading increase for the Highway
2 Field and Shop Operations Staff positions to better align their compensation with
3 current market rates.
4

5 The Highway Department has experienced high turnover and a workforce shortage
6 for the past two and one-half years, with a current 17% vacancy for field operations
7 (12 vacancies of 69 field positions) and a total of 52 employees leaving since
8 January 2023. The primary driver for the turnover and lack of qualified applicants
9 has been wages. Adjusting the step grading is intended to improve recruitment and
10 retention, support continuity of Highway Department operations, and maintain the
11 County's ability to provide essential highway maintenance and public works
12 services.
13

14 Additionally, the Highway Department is requesting approval for the following in-
15 year Table of Organization change:

- 16 • Delete three (3) full-time Equipment Operator III positions
17

18 An additional five Equipment Operator positions were added in 2023 in anticipation
19 of the Highway 41 expansion. Currently, the Highway Department is able to reduce
20 the number of Equipment Operator III positions by adjusting certain internal
21 processes and plow routes.
22

23 The estimated 2026 budget impact for these changes is \$7,574.29, with no budget
24 adjustment needed, as the costs will be funded through savings realized from
25 current vacancies within the Highway Department budget.
26

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

28 Resources Committee recommend adoption of the following resolution.

29 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve a step
30 regrading increase for the Highway Field and Shop Operations Staff positions at the Highway
31 Department in order to align their compensation with current market rates, with no budget
32 adjustment needed, as noted on the attached Highway Field Operations – Wage Adjustment
33 Proposal, which by reference is made a part hereof, and

BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve an in-year Table of Organization request to delete three (3) full-time Equipment Operator III positions effective August 1, 2026, for the Highway Department as noted on the attached Position Deletion Form, Job Description, and Table of Organization, 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 Human Resources Director and the Outagamie County Highway Commissioner.

Dated this ____ day of July 2026

Respectfully Submitted,

LEGISLATIVE/AUDIT & HUMAN
RESOURCES COMMITTEE

Cathy Spears

John Kostelny

Sara MacDonald

Sarah Weinberg

Amy Ristow

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

Highway Field Operations – Wage Adjustment Proposal

July 21, 2026

Summary

The Highway Department has experienced high turnover and a workforce shortage for the past 2 ½ years, with a current 17% vacancy for field operations (12 vacancies of 69 field positions) and a total of 52 employees leaving since January 2023. The primary driver for the turnover and lack of qualified applicants has been wages.

This level of turnover creates an environment of constant recruitment, training, and a loss of skillsets. Majority of the Highway positions require the following skills:

- Maintain CDL – including random drug/alcohol testing
- Respond to weather and traffic emergencies during nights, weekends & holidays
- Ability to operate multiple pieces of heavy equipment
- Perform duties on high-speed roadways with public safety exposure

The County currently starts most Equipment Operators at \$25.69 per hour due to internal equity. Below are some comparable starting rates:

- City of Appleton - \$28.00 to \$29.84 per hour
- Grand Chute - \$27.24 to \$31.13 per hour
- Winnebago County - \$26.01 to \$28.88 per hour
- Little Chute - \$26.62 to \$30.42 per hour
- Door County - \$26.51 to \$33.12 per hour

Proposal

Similar to the adjustments we made last year for the nursing staff at Brewster Village, we are proposing that we adjust the Highway field operations staff to the upper end (steps 5-11, which will add a step 11 for these Highway positions in 2026) of the salary range to increase our retention and ability to attract and fill our open positions. The County will be doing a salary market study in 2027 for 2028 which will re-align our salary structure.

In addition, we have reviewed the other pay types for the Highway employees similar to what we did for all non-Highway employees in 2025 and are proposing some changes that will create more consistency with compensating employees across the County.

Below is an outline of the proposed adjustments:

Highway Field Operations Wage Adjustment Costs		
	2026	2027
Salary Step Adjustments	\$ 167,932.60	\$ 386,243.31
Pass Through (State funded)	\$ (80,607.65)	\$ (185,396.79)
Other Pay Practice Adjustments		\$ (33,206.39)
Eliminate 3 Equipment Operator Positions*	\$ (79,750.67)	\$ (159,501.33)
Department Cost	\$ 7,574.29	\$ 10,165.80

*Accounts for 52% of cost as 48% of cost is passed through to state, municipalities and other county departments.

Other Pay Practice Changes				
	2025 Cost	2027 Cost	Current Pay Practice	New Pay Practice in 2027
Highway Body Shop Welder (1/2 hour/day)	\$ 8,058.64	\$ -	1/2 hour/day	Eliminate
Highway Call-in Time* (2 hours + time worked)	\$ 86,100.02	\$ 90,189.75	2 hours + time worked	2 hours + time worked
Highway Differential Pay	\$ 3,700.00	\$ -	Eliminated for 2026	Eliminate
Highway Lead Pay (1/2 hour/day)	\$ 18,764.58	\$ -	1/2 hour/day	Eliminate
Highway Night Pay 41 & 441* (2 hours/day)	\$ 27,833.92	\$ 29,156.03	2 hours/day	\$12/hour
Ramp Pay - Shift Differential	\$ 650.00	\$ 1,733.50	\$.75/hour	\$2/hour (50% covered by State)
Highway On-Call Pay	\$ 19,410.94	\$ 18,222.75	2 hours/day weekend & holiday	\$2.50/hour - weekday & \$3/hour - weekend
Highway Paving Crew Pay* (1/2 hour/day)	\$ 8,097.81	\$ 11,000.00	1/2 hour/day	\$2/hour
Highway Sign Pay	\$ 5,934.60	\$ -	1/2 hour/day	Eliminate
	\$ 178,550.51	\$ 150,302.03		
*Remove State, municipalities & county department pass through	\$ (76,816.79)	\$ (81,774.70)		
	\$ 101,733.72	\$ 68,527.33		
Difference:		\$ (33,206.39)		

Note: Shoe Allowance and Tool Allowances increased in 2026 - additional expense of \$8,970/year

There would be no budget adjustment needed as the savings from current vacancies would cover the remaining \$7,574.29 for 2026.

POSITION DELETION FORM - 2026 BUDGET REQUEST

Completion Checklist		
- Proposed Table of Organization		
Request Details		
Effective Date of Requested Change:	8/1/2026	
Department:	Highway	
Department Head:	Curtis Riedy	
Cost Center Number:	6000000	
Position Title:	Equipment Operator III	
Limited Term Position? (yes / no)	No	
Is this position full time or part time? (If multiples include # for each)	Full Time:	3
	Part Time:	
If adding a position to offset this deletion; which position(s) will be added?		
Position Justification		
Briefly summarize why this position is no longer needed, as well as areas of revenue and savings impacted.		
An additional five Equipment Operator positions were added in 2023 in anticipation of the Highway 41 expansion. At this time, the Highway Department is able to reduce the number of Equipment Operator III positions by adjusting certain internal processes and plow routes.		
In addition, the Department has consistently experienced staffing shortages over the past two and a half years due to turnover, with 52 terminations during that period. Offering more competitive wages will better position the Highway Department to retain employees and reduce the time and resources spent on recruitment and training.		
Employee(s) impacted by this change (if no one in position, leave blank)		
Fiscal Data		
PROJECTED COST SAVINGS		
Salary	\$	103,963.40
Fringe Benefits	\$	55,537.93
Travel/Training	\$	-
Supplies	\$	-
Purchased Services	\$	-
Capital Outlay	\$	-
TOTAL COST SAVINGS	\$	159,501.33
DECREASED REVENUES BY DELETING THIS POSITION:		
Please list below the decreased revenues pertaining to this position deletion.		
Description	Dollar Value (enter as negative)	
	\$	-
	\$	-
	\$	-
TOTAL REVENUE REDUCTION	\$	-
NET COUNTY COST (Levy/Fund Balance)	\$	159,501.33

TO BE COMPLETED BY HUMAN RESOURCES:

Reviewed by HR	
County Executive Decision (Approved/Denied)	

**Outagamie County
Equipment Operator III (HWY)**

Job Description	4010-1	Established Date	05/27/2017
Code			
Last Revised Date	03/12/2024	Effective	12/11/2025
Salary Range	\$27.71 - \$36.15 Hourly	Bargaining Unit	N/A
EEO	IPED	Occupational Group	400
FLSA	Non-Exempt	Benefit Code	General
Physical Class	DRU		

Position Purpose

The Equipment Operator III is a safety-sensitive position subject to DOT drug & alcohol procedures, must be available to report to work during regular business hours and must be available after hours to respond to emergencies and/or highway conditions. Under general supervision, the Equipment Operator III prepares and manipulates heavy and light equipment to ensure the appropriate movement of materials. Liaises with coworkers to ensure that projects are completed accurately. Performs both skilled and unskilled labor in the maintenance and repair of highway infrastructure to ensure a safe and expedient travel experience. A remarkable operator will be attuned to the subtleties of each situation, possessing sound knowledge and tact when communicating with coworkers and the public.

Key Responsibilities

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

- Must be available to report to work after hours to respond to emergencies and/or highway conditions. Availability is the ability to respond to a phone call within 15 minutes and report to duty within 45 minutes.
- Plows snow from highways, applying chlorides and abrasives as necessary
- Operates equipment such as graders, scrapers, excavators, bulldozers, pavers, reclaimers, dump trucks, sweepers, conveyers, bailers, tractor

mowers, loaders, rollers, etc.

- Ability to read blueprints, schematics, and manuals
- Ability to communicate relevant information to team members in a respectful and constructive way
- Understands and has ability to use machine grade control technology to efficiently and accurately move worksite materials
- Monitors workflow, suggesting alterations to enhance productivity
- Ability to perform skilled highway construction with minimal supervision
- Effectively maintains equipment through inspections, greasing , lubing, servicing, making minor repairs, adjustments, and operating appropriately
- Conducts duties in a safe and diligent manner at all times
- Maintains a clean and safe worksite
- Loads and offloads rocks, debris, and other material
- Participates in daily meetings with supervisor and staff, maintaining persistent communication throughout the work period
- Practices safety in every move, estimating weights and distances, being fully aware of surroundings, minimizing hazards, and reporting any injuries or damage immediately
- Creates level surfaces, grade slopes to specifications, removes material and thoroughly fill voids using plans and/or a surveyor as guidance
- Expected to work in a variety of weather conditions
- Performs hand work, shovels, erects and removes snow fences, picks up litter and debris, and keeps roadways safe and clear of hazards.
- Completes and submits records of time, location, materials, and equipment used on each project daily.
- Understands WIS DOT work zone field manual to correctly setup various traffic control layouts.
- Maintains regular and predictable attendance, works overtime/extra hours as required
- Constructs roads, cuts slopes and grades to meet fine measurements and specifications
- Prepares roads and installs bituminous pavement
- Performs ditching and drainage construction
- Repairs and maintains highways, shoulders, and bridges
- Sets up levels and lasers among other various surveying equipment to aid in the accuracy of construction
- Maintains grounds adjacent to highway facilities, planting and cutting grass, laying sod, installing landscape materials, etc.
- Operates a variety of small equipment and hand tools in the performance of filling cracks, patching holes, cutting brush, etc.

- Performs other duties as assigned

Education/Certifications/Experience Requirements

- Graduate from high school or G.E.D. and
- *Valid Commercial Driver's License Class A, B, C, D with endorsement N (Tanker) is required. As well as the ability to legally operate CMV's with Air Brakes, Manual Transmissions, Tractor/Trailers and Tank Cargo (No restrictions such as L, Z, E, O or X).*
- 5 or more years of experience in the construction industry preferred.
- Experience in the operation of heavy duty equipment preferred.
- Or, any combination of education and experience that provides equivalent knowledge, skills, and abilities.

Required or Preferred Skills

- Knowledge and skill in the operation and maintenance of heavy highway equipment.
- Knowledge of and ability to operate and service trucks, tractors, and light equipment.
- Ability to apply basic computer skills to enter time, record materials, check emails, etc.
- Ability to perform skilled highway construction tasks with a minimal amount of supervision.
- Knowledge of traffic laws, ordinances, and regulations involved in equipment operation.
- Knowledge of the hazards of operating heavy equipment and demonstrated ability to comply with appropriate safety regulations.
- Knowledge and ability to set up levels, lasers and utility locators.
- Ability to work in adverse weather conditions, and cope with distracting vibrations, fumes, dust, etc.
- Ability to read gauges, dials, etc.
- Ability to operate and maintain highway equipment, vehicles and attachments.
- Ability to organize and maintain accurate and complete records, and prepare clear and comprehensive reports
- Knowledge of and demonstrated ability to conform to goals, policies, and procedures of the Department as well as the Outagamie County Work Rules and Terms of Employment .
- Demonstrated ability to comply with appropriate safety regulations.
- Ability to effectively communicate in English and understand and follow written and oral instructions.

- Ability to work semi-independently making sound decisions using good judgment.
- Ability to use tact and diplomacy when dealing with co-workers, county officials and officers, general public, etc.
- Demonstrated reliability in attendance and flexibility to work hours, especially in adverse weather conditions.
- Ability to budget time and schedule work to efficiently complete tasks.
- Ability to add, subtract, multiply, divide, and figure simple mathematical calculations.
- Ability to organize and schedule work effectively and cooperatively with co-workers.
- Ability to walk, bend, stoop, lift, carry; push, pull, and otherwise move objects up to 50 pounds regularly and up to 100 pounds occasionally, understanding and utilizing proper body mechanics.

Essential Physical Demands

1. Stand/walk
2. Sit (driving/operating equipment)
3. Lift/carry up to 50 lbs. floor to 3'7" (3'7" height of pickup truck bed)
4. Push/pull
5. Climbing (on/off equipment)
6. Stooping
7. Kneeling
8. Bending
9. Crawling
10. Reaching: high/low level
11. Finger movement-repetitive
12. Repetitive twisting/pressure with wrist or hands
13. Both hands required
14. Both legs required
15. Ability to communicate verbally
16. Visual requirements for operator moving machinery/vehicles
17. Ability to be disturbed or awakened for responding to emergencies and/or highway conditions

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

EMPLOYEES AND INCUMBENTS TO DISCUSS POTENTIAL
ACCOMMODATIONS WITH THE EMPLOYER.

FUND: HIGHWAY 600

COST CENTER NAME: ADMINISTRATION

DEPARTMENT NAME: HIGHWAY

COST CENTER NUMBER: 6000000, 6005000, 6008000, 6008003

POSITION COUNT

REGULAR POSITIONS:

COST CENTER 6000000

	2023		2024		2025		2026	
	FT	PT	FT	PT	FT	PT	FT	PT
ASSISTANT HIGHWAY ENGINEER	1	0	1	0	1	0	1	0
ENGINEER TECHNICIAN	1	0	1	0	1	0	1	0
EQUIPMENT OPERATOR I/II *	34	0	34	0	36	0	36	0
EQUIPMENT OPERATOR III *	23	0	23	0	23	0	23 20	0
HIGHWAY ENGINEER	1	0	1	0	1	0	1	0
HWY FIELD WORKER	7	0	7	0	7	0	7	0
HWY OPERATIONS FOREMAN	3	0	3	0	4	0	4	0
HWY OPERATIONS SUPERVISOR - GRADE	1	0	0	0	0	0	0	0
HWY OPERATIONS SUPERVISOR - PATROL	3	0	4	0	4	0	4	0
HWY OPERATIONS SUPERVISOR - SHOP	1	0	1	0	1	0	1	0
MECHANIC	6	0	6	0	7	0	7	0
MECHANIC/MAINTENANCE TECH	1	0	1	0	1	0	1	0
SIGN TECHNICIAN	1	0	1	0	1	0	1	0
COST CENTER TOTALS	83	0	83	0	87	0	84	0

COST CENTER 6005000

PATROL SUPERINTENDENT	2	0	2	0	2	0	2	0
COST CENTER TOTALS	2	0	2	0	2	0	2	0

* POSITION COMPOSITION MAY VARY BUT NOT EXCEED TOTAL COMBINED NUMBER OF POSITIONS

FUND: HIGHWAY 600

COST CENTER NAME: ADMINISTRATION

DEPARTMENT NAME: HIGHWAY

COST CENTER NUMBER: 6000000, 6005000, 6008000, 6008003

POSITION COUNT

REGULAR POSITIONS:

COST CENTER 6008000

	2023		2024		2025		2026	
	FT	PT	FT	PT	FT	PT	FT	PT
DEPUTY HWY COMMISSIONER	0	0	0	0	1	0	1	0
FINANCE MANAGER (HWY)	1	0	1	0	1	0	1	0
HIGHWAY COMMISSIONER	1	0	1	0	1	0	1	0
MANAGEMENT ASSISTANT (HWY)	1	0	1	0	1	0	1	0
SENIOR ACCOUNT TECHNICIAN	2	0	2	0	2	0	2	0
COST CENTER TOTALS	5	0	5	0	6	0	6	0

COST CENTER 6008003

FLEET & FACILITIES SUPERINTENDENT	1	0	1	0	1	0	1	0
INVENTORY/SUPPLY TECHNICIAN	1	0	1	0	1	0	1	0
COST CENTER TOTALS	2	0	2	0	2	0	2	0

TOTAL POSITIONS - REGULAR:

92	0	92	0	97	0	94	0
-----------	----------	-----------	----------	-----------	----------	-----------	----------

TEMPORARY POSITIONS:

COST CENTER 6000000

SEASONAL WORKER (AS NEEDED)	0	0	0	0	0	0	0	0
COST CENTER TOTALS	0	0	0	0	0	0	0	0

COST CENTER 6005000

YOUTH APPRENTICE - ENGINEERING	0	0	0	0	0	1	0	1
YOUTH APPRENTICE - EQUIPMENT OPERATOR	0	0	0	0	0	1	0	1
COST CENTER TOTALS	0	0	0	0	0	2	0	2

TOTAL TEMPORARY - REGULAR:

0	0	0	0	0	2	0	2
----------	----------	----------	----------	----------	----------	----------	----------

TOTAL ALL POSITIONS:

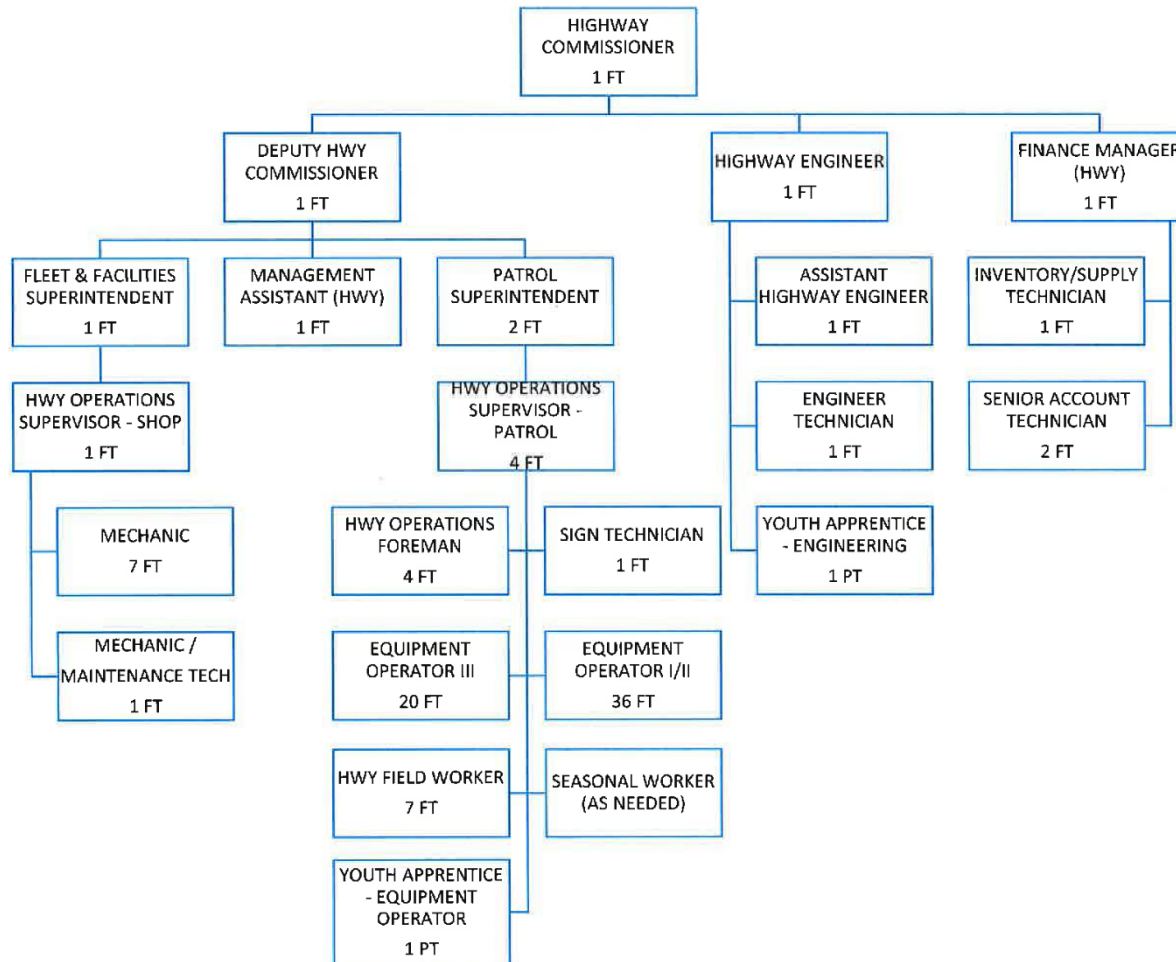
92	0	92	0	97	2	94	2
-----------	----------	-----------	----------	-----------	----------	-----------	----------

FUND: HIGHWAY 600

COST CENTER NAME: ADMINISTRATION

DEPARTMENT NAME: HIGHWAY

COST CENTER NUMBER: 6000000, 6005000, 6008000, 6008003



RESOLUTION NO.: 40—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 Outagamie County has conditionally accepted an Offer to Purchase from Francisco A.
2 Monterrosa and Cristina Aguilar De Monterrosa for county owned property that was
3 purchased as part of the right of way acquisition process for the CTH N reconstruction
4 project. A resolution is required to accept the sale and a budget adjustment is required to
5 accept the proceeds of the sale and allocate the funds.
6

7 This resolution is to authorize the sale of the property and to accept the sale price of
8 \$265,000 and apply back to the project.
9

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

12 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Residential
13 Offer to Purchase, as amended by the Counter Offer of real estate located at W2689 Buchanan Road in
14 the Town of Buchanan, as noted on the attached WB-11 Residential Offer to Purchase, WB-44 Counter-
15 Offer, and attachments, which by reference are made a part hereof, and

16 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve
17 the \$265,000 property purchase price and increase the CTH N – CTH KK to CTH CE Operating Expenses
18 line item and Non CRB – HWY Intra County line item by \$265,000 each as noted on the attached fiscal
19 note, which by reference is made a part hereof, and

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

23 Dated this _____ day of July 2026.
24
25
26
27

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

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Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)**WB-44 COUNTER-OFFER**Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 07/19/2026 and signed by Buyer Francisco A Monterrosa Cristina Aguilar De Monterrosa
2 _____ for purchase of real estate at W2689 Buchanan Rd, Appleton, WI 54915-9447
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 _____
8 Purchase price to be "\$265,000" (Two Hundred Sixty Five Thousand Dollars).
9 _____

10 All other terms to remain the same.
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before July 24, 2026 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Jenelle Bruno First Weber, Inc. on 07/21/2026

37 _____ Signed by: _____ Licensee and Firm: _____ Date: 7/21/2026

38 (x) [Signature] Date: 7/21/2026 (x) Kevin Englebert Date: 7/21/2026

39 Buyer's Signature: _____ Date: _____ Seller's Signature: _____ Date: _____

40 Print name: Francisco A Monterrosa Print name: Kevin Englebert on behalf of Outagamie County

41 (x) [Signature] Date: _____ Cristina Aguilar De Monterrosa

42 Buyer's Signature: _____ Date: _____ Seller's Signature: _____ Date: _____

43 Print name: Cristina Aguilar De Monterrosa Print name: _____

44 This Counter-Offer was presented by Annette Hetrick Acre Realty on 7/21/2026

45 _____ Licensee and Firm: _____ Date: _____

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

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Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)Acre Realty, Ltd.
Page 1 of 11, WB-11**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON July 19, 2026 [DATE] IS (AGENT OF BUYER)
 2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Francisco A Monterrosa, Cristina Aguilar De Monterrosa,
 4 offers to purchase the Property known as [Street Address] W2689 BUCHANAN ROAD

5
 6 in the Town of BUCHANAN, County
 7 of OUTAGAMIE Wisconsin (insert additional description, if any, at lines 548-570 or
 8 in an addendum per line 592), on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Fifty Thousand
 10 Dollars (\$250,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Stove, Refrigerator

13
 14
 15
 16

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
 18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
 20 lines 12-16) and the following:

21
 22
 23

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**
 25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
 26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
 27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
 30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
 31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
 32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
 33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
 34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
 35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations
 36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water**
 38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 40 on or before July 22, 2026. Seller may keep the

41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
 46 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **CLOSING** This transaction is to be closed on August 21, 2026
 48 _____ at the place selected by Seller,

49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
 50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
 52 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
 53 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
 54 **transfer instructions.**

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55 **EARNEST MONEY**

56 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

57 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

58 ■ EARNEST MONEY of \$ 2,500.00 _____ will be mailed, or commercially, electronically59 or personally delivered within 5 days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

61 _____) **STRIKE THOSE NOT APPLICABLE**

62 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**
65 **disbursement agreement.**

66 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
90 this Offer except:91 _____. If "Time is of the Essence" applies to a date or Deadline,
92 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
99 of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
104 information regarding rescission rights.105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in
107 Seller's Real Estate Condition Report dated N/A, which was received by Buyer prior to Buyer signing
108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

109

110

111

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

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- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
- 117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
- 119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
- 123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
- 124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
- 125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
- 126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
- 128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
- 130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
- 132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
- 134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
- 135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
- 137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
- 138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
- 139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
- 141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
- 143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
- 144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
- 146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
- 147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
- 149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
- 151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
- 152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
- 153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
- 155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
- 156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
- 158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
- 160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
- 162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
- 163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
- 165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
- 167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
- 169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
- 171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
- 173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or
177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

186 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
187 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
188 **other material terms of the contingency.**

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
192 be reported to the Wisconsin Department of Natural Resources.

193 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
197 inspection of _____

198 _____ (list any Property component(s)
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
205 **well as any follow-up inspection(s).**

206 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

209 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
215 **of the premises.**

216 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

226 (b) Seller does not timely deliver the written notice of election to cure.

227 **N/A RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards
230 indicating an EPA average radon level of less than 4.0 picocuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**
231 (Buyer's if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to
234 the radon level in the report.

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~~235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.~~
~~236 If Seller has the right to cure, Seller may satisfy this contingency by:~~
~~237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,~~
~~238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by~~
~~239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/l~~
~~240 no later than three days prior to closing.~~
~~241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:~~
~~242 (1) Seller does not have the right to cure; or~~
~~243 (2) Seller has the right to cure but:~~
~~244 (a) Seller delivers written notice that Seller will not cure; or~~
~~245 (b) Seller does not timely deliver the notice of election to cure.~~
~~246 **NOTE:** For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.~~

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**
248 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
249 Conventional [loan type or specific lender, if any] first mortgage loan commitment as described
250 below, within 25 days after acceptance of this Offer. The financing selected shall be in an amount of not less than
251 \$235,000.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial
252 monthly payments of principal and interest shall not exceed \$ 1,997.00. Buyer acknowledges that lender's
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
255 to pay discount points in an amount not to exceed 1.000 % ("0" if left blank) of the loan. If Buyer is using multiple loan
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.
260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
262 shall be adjusted as necessary to maintain the term and amortization stated above.
263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**
264 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.000 %.
265 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
266 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
267 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.
270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
273 (even if subject to conditions) that is:
274 (1) signed by Buyer; or
275 (2) accompanied by Buyer's written direction for delivery.
276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
277 this contingency.
278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
279 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
280 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**
281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
283 written loan commitment from Buyer.
284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
287 unavailability.
288 ☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:
289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or
290 (2) the Deadline for delivery of the loan commitment set on line 250
291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
295 worthiness for Seller financing.

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296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after

297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
299 the time of verification, sufficient funds to close; or

300 (2) _____ [Specify documentation Buyer agrees to deliver to Seller].

301 _____
302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
307 access for an appraisal constitute a financing commitment contingency.308 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
311 the agreed upon purchase price.312 This contingency shall be deemed satisfied unless Buyer, within 22 days after acceptance, delivers to Seller a copy
313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
314 to the appraised value.315 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
317 price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal
318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
321 appraisal report and:

322 (1) Seller does not have the right to cure; or

323 (2) Seller has the right to cure but:

324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
326 report.327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**328 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

329 Buyer's property located at _____

330 no later than _____ (the Deadline). If closing does not occur by the Deadline this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or
334 proof of bridge loan shall not extend the closing date for this Offer.335 **N/A BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of _____

340 _____ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342 ☐ Proof of bridge loan financing.343 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: _____

346 _____

347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
354 Offer becomes primary.355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

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357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
361 association assessments, fuel and _____
362 _____

363 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

364 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

365 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

366 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
367 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
368 APPLIES IF NO BOX IS CHECKED.

369 ☐ Current assessment times current mill rate (current means as of the date of closing).

370 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
371 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

372 ☐ _____

373 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
374 **substantially different than the amount used for proration especially in transactions involving new construction,**
375 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
376 **assessor regarding possible tax changes.**

377 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
378 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

382 **TITLE EVIDENCE**

383 **CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
384 **(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
385 **provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements**
386 **entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use**
387 **restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate**
388 **Condition Report and in this Offer, general taxes levied in the year of closing and** _____
389 _____

390 _____ (insert other allowable exceptions from title, if any)
391 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the
392 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

393 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
394 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
395 **making improvements to Property or a use other than the current use.**

396 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
397 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
398 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
399 lender and recording the deed or other conveyance.

400 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-
405 415).

406 **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the
409 proceeds of closing and standard title insurance requirements and exceptions.

410 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.

415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

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418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 419 describing the planned improvements and the assessment of benefits.

420 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 421 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 422 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 423 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 424 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 425 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 428 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

429 _____
 430 _____. Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

432 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 434 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 437 registered mail or make regular deliveries on that day.

438 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
 439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
 440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
 441 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
 442 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
 443 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
 444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

445 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 446 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 447 significantly shorten or adversely affect the expected normal life of the premises.

448 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

449 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

450 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 452 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

453 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 454 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate
 455 because of rounding, formulas used or other reasons, unless verified by survey or other means.

456 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
 457 **building or room dimensions, if material.**

458 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 459 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 461 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 462 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 463 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 466 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

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477 the Property.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
479 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
486 subject to tenant's rights, if any.

487 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
489 party to liability for damages or other legal remedies.

490 If Buyer defaults, Seller may:

491 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
492 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
493 damages.

494 If Seller defaults, Buyer may:

495 (1) sue for specific performance; or
496 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

497 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
498 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
499 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
500 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
501 arbitration agreement.

502 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
503 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
504 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
505 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
506 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
508 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
509 and inures to the benefit of the Parties to this Offer and their successors in interest.

510 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
511 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
512 or by telephone at (608) 240-5830.

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
518 amount of any liability assumed by Buyer.

519 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
520 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
521 **upon the Property.**

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

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536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
542 FIRPTA.

543 ☒ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
544 2% (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller to pay any and all special assessments or
549 other fees associated with the adjacent road and round about development.

550 _____
551 _____
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570 _____

571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
573 574-589.

574 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: _____

577 Name of Buyer's recipient for delivery, if any: _____

578 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

579 Seller: (_____) Buyer: (_____) _____

580 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
582 address at line 585 or 586.

583 ☐ (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: _____

586 Address for Buyer: _____

587 ☒ (5) **Email:** electronically transmitting the document or written notice to the email address.

588 Email Address for Seller: brunoj@firstweber.com

589 Email Address for Buyer: annette.hetrick@acrerealty.com

590 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
591 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

592 ☒ **ADDENDA:** The attached A, S, Exhibit A is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] Annette Hetrick, Acre Realty

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594

595

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

596

597

598

599

600

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

601

602

603

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

604

605

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

606 (x)

Buyer's Signature ▲ Print Name Here ▶ Francisco A Monterrosa

7/19/2026

Date ▲

608 (x)

Buyer's Signature ▲ Print Name Here ▶ Cristina Aguilar De Monterrosa

7/19/2026

Date ▲

610 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
611 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
612 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
613 **COPY OF THIS OFFER.**

614 (x)

615

Seller's Signature ▲ Print Name Here ▶ _____

Date ▲

616 (x)

617

Seller's Signature ▲ Print Name Here ▶ _____

Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] _____

619

_____ on _____ at _____ a.m./p.m.

620 This Offer is rejected

Seller Initials ▲ Date ▲

This Offer is countered [See attached counter]

Seller Initials ▲ Date ▲

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Acre Realty, Ltd.

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.
W6124 Aerotech Drive, Appleton 54914

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RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated July 19, 2026 (Offer), made by the undersigned
2 Buyer with respect to the Property at W2689 BUCHANAN ROAD Appleton, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX (☐) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF THE BOX
4 IS MARKED, SUCH AS WITH AN "X".

5 ☒ **WAIVER OF HOME INSPECTION CONTINGENCY**

6 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion of
7 a home inspection contingency in this Offer.

8 **INSPECTIONS, TESTS, APPRAISALS AND OPINIONS**

9 Real estate agents may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Parties and
10 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining
11 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any
12 inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the Firm
13 harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence or
14 intentional wrongdoing. Buyer may receive copies of certain inspections, tests, appraisals or other reports prepared for other
15 parties and Buyer should review carefully such reports to determine the age and purpose of the reports and the standards of
16 practice followed by the individual or entity preparing the reports. **CAUTION: Buyer is aware that reports prepared for other
17 parties are for informational purposes only and Buyer may have no recourse against inspectors/testers that were not
18 hired by Buyer.**

19 **HAZARDOUS SUBSTANCES**

20 The parties are aware that public information sources indicate that certain hazardous substances, along with some building
21 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold and
22 other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water (see:
23 <http://www.dnr.wi.gov>), can cause serious health hazards.
24 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
25 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to Buyer.
26 Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to consult
27 with the appropriate experts if such condition(s) are material to Buyer.

28 **TESTING**

29 Unless otherwise specified, testing, including testing for Hazardous Substances, is prohibited without a testing contingency. (See
30 Testing Contingency on lines 31-50).

31 **TESTING CONTINGENCY**

32 ☐ This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a
33 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable government
34 or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]:
35

36
37 within _____ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

38 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said report(s),
39 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which
40 Buyer objects (Notice of Defects). If Seller is responsible for providing the report(s) and such report(s) are not timely delivered,
41 Buyer shall have 5 days after the deadline for delivery of said report(s) to deliver a written notice of termination to Seller or this
42 contingency shall be deemed satisfied.

43 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
44 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's delivery
45 of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3)
46 delivering to Buyer a written report detailing the work done no later than 3 days prior to closing. This Offer shall be null and void if
47 Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to cure
48 or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure; or (b) Seller does not timely deliver
49 the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other
50 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

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RADON TESTING CONTINGENCY

CAUTION: Only check one of the boxes at line 58 or line 74; do **NOT** select both.

☐ This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi/L) (using the EPA Protocol Average if stated on the report), this contingency shall be deemed satisfied.

☐ If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be installed prior to closing, and (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a qualified mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**

☐ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation, expense not to exceed \$ _____ total.

☐ Buyer and Seller to equally share responsibilities for the total cost of radon mitigation, not to exceed \$ _____ in total.

The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If the total estimate exceeds the amount specified, any party responsible for the cost of the installation may deliver a written notice to the other Party no later than 15 days prior to closing objecting to such installation. This Offer shall be terminated if the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

☐ If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.
(If the boxes at lines 58 or line 74 are both checked, lines 58-73 shall prevail).

☒ WAIVER OF RADON TESTING CONTINGENCY

Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a testing contingency for radon gas on the Property.

☐ WAIVER OF APPRAISAL CONTINGENCY

Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to have a separate appraisal contingency for the Property in this Offer. If this Offer includes a Financing Commitment Contingency, this waiver does not affect the lender's right to have an appraisal or to consider an appraisal report in determining whether to issue a loan commitment. If this Offer is not contingent on a financing commitment, the Parties are aware that this waiver does not affect Buyer's right to have an appraisal; however, the Offer is not subject to the appraisal meeting any particular value.

APPRAISAL GAP

CAUTION: Buyer represents Buyer has consulted with Buyer's lender before including this provision.

☐ If Buyer or Buyer's lender has an appraisal and the appraised value is less than the purchase price, the Buyer agrees to pay up to \$ _____ above the appraised value ("Appraisal Gap"), not to exceed the purchase price. If this Offer includes an Appraisal Contingency, Buyer is hereby prohibited from sending a notice objecting to the appraised value unless the appraised value is lower than the purchase price minus the Appraisal Gap.

If Seller has the right to cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report plus the Appraisal Gap. All other terms of the Appraisal Contingency remain the same.

If this Offer is subject to a Financing Commitment Contingency and the appraised value is less than the amount Buyer's lender requires to issue a loan commitment, Buyer agrees to increase its down payment up to the amount of the Appraisal Gap to satisfy lender's financing guidelines.

Buyer shall provide proof of accessible funds to cover the Appraisal Gap, down payment, and all Buyer closing costs by attaching to this Offer or delivering to Seller within _____ days ("7" if left blank) after acceptance either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, access to such funds, or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification or documentation.

FHA, VA OR USDA FINANCING If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to execute an FHA, VA or USDA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.

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109 ESCALATION CLAUSE

110 ☐ If Seller receives any other bona fide offer on the Property (that is not "contingent with bump" upon the sale of another
111 property) prior to binding acceptance, with a purchase price equal to or greater than the purchase price in this offer, Buyer agrees
112 to pay \$ _____ more than said other offer, up to a maximum purchase price of \$ _____.
113 In the event any other offer is in an amount equal to said maximum purchase price, Buyer agrees to match that price.

114 The purchase price of this Offer may be increased multiple times.

115 **CAUTION: There are many terms in each offer that may differ significantly; however, for purposes of this provision, the**
116 **only term being considered is the purchase price.**

117 Seller agrees to deliver to Buyer (by personal delivery directly to Buyer or to Buyer's email at
118 _____) a copy of the other offer within 2 days of
119 acceptance of this Offer. Buyer and Seller agree to amend the purchase price in this Offer, per the above stated terms, via a WB-
120 40 Amendment to Offer to Purchase.

121 *All parties understand that per Wisconsin license law, delivery of any other bona fide offers must be conducted solely between*
122 *Buyer and Seller (or their attorneys) and cannot involve their respective real estate agents.*

123 BUYER'S FINANCING PRE-APPROVAL

124 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification
125 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller
126 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's written
127 financing pre-approval to Seller.

128 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

129 SELLER'S CONCESSIONS

130 ☐ Seller shall give Buyer a credit at closing in the amount of \$ _____ to assist Buyer in purchasing the
131 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds
132 not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

133 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

134 REPAIRS REQUIRED BY LENDER

135 ☐ If, as a condition of the mortgage loan commitment, Buyer's loan program requires repairs other than repairs to which Seller
136 has previously agreed: **[SELECT ONLY ONE]**

137 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates and
138 making such repairs not to exceed \$ _____.

139 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

140 (Buyer) (Seller) **[STRIKE ONE]** shall be responsible for the first \$ _____ of repair expenses and the
141 other Party shall be responsible for the next \$ _____ of repair expenses.

142 ☐ (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

143 Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ _____.

144 ☐
145 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
146 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
147 later than 15 days prior to closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after
148 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

149 CLOSING AND ESCROW FEES

150 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is
151 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged
152 by the escrow agent.

153 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by (Buyer) (Seller) **[STRIKE ONE]**
154 ("Buyer" if neither is stricken).

155 HOME WARRANTY PLAN

156 ☐ A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
157 qualifies for the warranty plan.

158 The cost of the home warranty shall not exceed \$ _____ and will be paid by (Buyer) (Seller) **[STRIKE ONE]** ("Seller"
159 if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **[STRIKE ONE]** ("listing" if neither
160 is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the
161 warranty plan.

162 ☒ WAIVER OF HOME WARRANTY

163 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
164 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

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CLOSING OF BUYER'S PROPERTY CONTINGENCY

N/A This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline).
Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with _____
at a list price no greater than \$ _____
or Seller will have the right to declare this Offer null and void by written notice delivered to Buyer.

If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

☐ **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP: (Do NOT use if line 187 is checked)**
(Select **ONLY 1** of the 3 options below if no Bump Clause and Closing of Buyer's Property Contingency is used)

☐ Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.

☐ Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date on closing date in this Offer.

☐ Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the purchase of Buyer's property which is subject to financing, (insert any other applicable contingencies) _____ and which has a closing date on or before the closing date in this Offer.

If Buyer does not make timely delivery of a copy of the accepted offer for the purchase of buyer's property that is consistent with the above representation, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of the accepted offer for the purchase of Buyer's property.

☐ **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT use if line 175 is checked)**

If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer, prior to such notice or within _____ hours ("72" if left blank) of Seller's delivery of such notice, delivers to Seller one of the following:

(1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer, AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds necessary to close this transaction which are not contingent on the sale of Buyer's property; **OR**

(2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and Seller may terminate this Offer by delivering a written notice of termination to Buyer.

NOTE: A financing pre-approval is NOT considered a loan commitment.

If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for information purposes only and does NOT modify any part of this Offer.

Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that complies with requirement (2) above, Buyer shall promptly deliver to Seller a copy of such offer and this Continued Marketing With Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide secondary offer for the purpose of bumping this Offer or making this Offer null and void.

Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____

all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or when Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.

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213 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**214 **NOTE: Digital or online GIS and GPS mapping apps or programs may not be accurate and are no substitute for an actual**
215 **survey of the Property lot lines.**216 If a parcel will be split from (an) other parcel(s) or combined with (an) other parcel(s) a Certified Survey Map or Subdivision Plat
217 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision
218 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception
219 in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company
220 clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.221 ☐ **MAPS AND SURVEYS CHECK ALL THAT ARE APPLICABLE**222 **CAUTION: Consider cost and need for map features before selecting them.**223 ☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a (Boundary) (Certified) **STRIKE ONE**

224 Survey Map prepared on _____ (Date) by _____

225 _____ (Name of Surveying Company)

226 that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**227 ☐ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and
228 **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**229 **CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location of**
230 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**
231 **should be verified by an appropriate expert (i.e., surveyor, engineer) if material to Buyer.**232 ☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**233 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days
234 after acceptance of this Offer, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary
235 Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description
236 of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent
237 rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible
238 encroachments that affect the Property boundary, the location of buildings, if any, and also include:239 ☐ easements240 ☐ improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)241 ☐ a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception
242 in the title policy.243 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 233 above, delivers to
244 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller
245 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as
246 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by
247 delivering a written notice of termination to Seller.248 ☒ **WAIVER OF SURVEY CONTINGENCY**249 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey
250 contingency in this Offer.251 **INSURABILITY OF PROPERTY**252 **CAUTION: For Flood Plain Insurance cost and insurability see lines 269-282.** Buyer is aware that the availability and cost of
253 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's
254 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a
255 property, and the history of prior claims on a property. Seller agrees to allow representatives of Buyer's insurance company
256 reasonable access to the Property upon advance notice for inspections relating to Buyer's homeowner's insurance application.257 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**
258 **contact their insurance agent as to requirements for obtaining insurance.**259 ☐ Within 14 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a
260 qualified third party determining the Property is uninsurable or the cost of insurance will be excessive. Buyer to pay any costs
261 associated with this determination unless otherwise agreed to in writing.262 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**263 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer voluntarily
264 waives the inclusion of any provision for investigating the insurability of the Property in this Offer.265 **ASSOCIATION FEE**266 ☐ Buyer acknowledges Buyer will be responsible to pay an association fee, which is currently \$ _____ per

267 _____.

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FLOODPLAIN / WETLANDS

CAUTION: Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about flood insurance as it relates to this Property.

(See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.

☐ Within 14 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or proposed Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an annual flood insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

☒ WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A FLOODPLAIN OR A WETLAND

Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

SHORELAND ZONING AND PIER REGULATIONS

Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater, and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g., docks) and boat slips. A permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1, 2012, that the pier is detrimental to the public interest, most piers installed prior to April 17, 2012, are grandfathered.

Wis. Stat. § 30.12(1k)(b).

Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an attorney to assist in making such determination. For more information Buyer should contact the county zoning office or visit <http://www.dnr.wi.gov>

☐ Within _____ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are to be paid by Buyer, unless otherwise agreed to in writing.

☒ WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS

Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may affect the Property.

LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)

☐ **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with _____ and is acting as a principal in this transaction with the consent of all parties.

☐ **LICENSEE RELATED TO BUYER/SELLER:** Licensee, _____ (Name), is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an immediate family member with the consent of all parties.

☐ **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, _____ (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g., name of LLC, partnership, corporation, etc.) _____ and is acting as a real estate agent in this transaction on behalf of this entity with the consent of all parties.

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323 NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS

324 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning
325 due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some
326 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.
327 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel,
328 replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming).

329 Buyer is encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance
330 or CUP restrictions, potential future annexations and possible comprehensive plans, if these issues are material to Buyer's decision
331 to purchase.

332 ☐ Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which
333 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the
334 Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace,
335 enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless
336 otherwise agreed to in writing.

**337 ☒ WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL
338 USE PERMIT RESTRICTIONS**

339 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)
340 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether
341 the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof.
342 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the
343 Property.

344 BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE

345 ☐ The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel
346 oil tank on the Property that is not currently being used and:

347 ☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

348 ☐ Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide
349 written confirmation of the tank removal (e.g., paid invoice) no later than closing.

350 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf> and
351 <https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>

352 **CAUTION: Lines 344-351 do not apply to residential buildings with more than two dwelling units.**

353 MUNICIPAL REPORT/CODE COMPLIANCE DISCREPANCIES

354 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of
355 real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement
356 is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's
357 expense.

358 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy
359 Permits, and any other documents/approvals required by applicable municipal code(s).

360 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**
361 **(POWTS), also known as a private sanitary system, which may be addressed in another part of the Offer.**

362 MUNICIPALITY DISCREPANCY

363 Buyer is aware that a property mailing address may be within one municipality while the property may be physically located in an
364 adjoining municipality that will determine the applicable property taxes and school district. Buyer is responsible for verifying the
365 USPS mailing address, the applicable taxing authority, and the school district for the property, if such is material to buyer's decision
366 to purchase.

367 ZONING RESTRICTIONS, ANNEXATIONS AND COMPREHENSIVE PLANS

368 Zoning, restrictive covenants, HOA rules, and building restrictions affect the use of the Property. Annexations and comprehensive
369 plans may affect future use, value, and property taxes for the Property by influencing future development (residential, commercial,
370 transit systems, storm water management system, etc.) in the county and municipality. Buyer is advised that the municipality in
371 which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

372 PERSONAL PROPERTY

373 Seller warrants and represents that any personal property that may be a part of this transaction (e.g., stove, refrigerator, washer,
374 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise
375 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

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376 BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS

377 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable.
378 The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials
379 and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows
380 how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay
381 restrictions, airport noise, gun range noise, traffic noise, special health concerns of family members, vehicle, train/railroad or boat
382 traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing
383 noise, area odors, existing or abandoned landfills and/or quarries, parks, fairgrounds, outdoor festival venues, public trails,
384 possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such
385 independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied
386 upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the
387 Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into
388 this Offer or have otherwise been provided to the Buyer in writing.

389 SHARED DRIVEWAY

390 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a
391 copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the Parties
392 to the agreement share equally in the rights and obligations related to the shared driveway, including use and maintenance. Buyer
393 shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing Buyer's specific
394 objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's Notice to Seller to
395 cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to timely cure
396 Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of
397 record, it shall be provided in recordable form, with recording fees to be Seller's expense.

398 BUYER'S TITLE

399 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits
400 real estate licensees from advising buyers how title should be taken.

401 TIME ZONE

402 The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date
403 and time in the Offer to Purchase are met.

404 ACKNOWLEDGEMENT OF TERMS

405 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall
406 not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

407 CONFLICTING PROVISIONS

408 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the
409 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties.

410 ADDITIONAL PROVISIONS/CONTINGENCIES

411 _____
412 _____
413 _____
414 _____
415 _____
416 _____

417 READING / UNDERSTANDING:

418 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.

419 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**
420 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**
421 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**
422 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**
423 **OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

424 (X) OS 7/19/2026 (X) _____
(Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲
425 (X) QYM 7/19/2026 (X) _____
(Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲

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Drafted by Attorney Jennifer Lindsley July 2025

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Wisconsin REALTORS® Association
4801 Forest Run Road Madison, Wisconsin 53704

Acre Realty, Ltd.

Buyer Acknowledgement of Risk When Not Having a Home Inspection

Buyer was informed by real estate agent Annette Hetrick associated with Acre Realty, Ltd. (Firm) that professional home inspection and testing is advisable on the property located at W2689 BUCHANAN ROAD , Appleton, WI 54915 9447 (Property).

The undersigned Buyer understands the only way to determine the condition of the Property is by having professionals conduct an authorized home inspection(s) or testing of the Property.

The real estate firm and its agent recommend the Buyer obtain a home inspection, even if the seller has made verbal or written disclosures or provided a copy of a previous inspection report.

By electing not to have a home inspection and not to include a home inspection contingency in the Buyer's Offer, Buyer has decided not to engage a home inspector or obtain a home inspection at this time. There is an inherent risk in writing an offer that is not contingent on a home inspection which may result in the Buyer learning of costly defects after closing for which the Buyer will be financially responsible to repair or correct.

The Buyer acknowledges and agrees:

- The Buyer has independently made the decision not to have a home inspection.
- The Buyer has made this decision against the recommendation of their real estate agent.
- Wisconsin real estate licensees are not required to have the same technical experience and knowledge of a home inspector or any other third-party tester or inspector.
- The Buyer has discussed the implications with their lender, if any.
- The Buyer has read this document in its entirety.

The Buyer acknowledges the Firm and its agent have informed the Buyer of the potential risk of submitting an offer with no inspection contingency.

Hold Harmless. The Buyer agrees to hold the Firm, and all its agents associated, harmless from any and all claims, arising out of or relating to the buyer's election not to have a home inspection or include an inspection contingency in the offer to determine the condition of the Property.

(X)  7/19/2026 Buyer Signature ▲ (Date) ▲ <u>Francisco A Monterrosa</u> Print Name	(X)  7/19/2026 Buyer Signature ▲ (Date) ▲ <u>Cristina Aguilar De Monterrosa</u> Print Name
(X) _____ Buyer Signature ▲ (Date) ▲ _____ Print Name	(X) _____ Buyer Signature ▲ (Date) ▲ _____ Print Name

No representation is made as to the legal validity of any provision or adequacy of any provision in any specific transaction.

Acre Realty, Ltd., 2215 S. Onida Street Appleton WI 54915
Annette HetrickPhone: (920) 731-5556 Fax:
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Buchanan

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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

DISCLOSURE OF MATERIAL ADVERSE FACTS**PROPERTY ADDRESS:** W2689 Buchanan Rd, Appleton, WI 54915-9447

I am licensed in the state of Wisconsin as a real estate broker/salesperson **STRIKE ONE**. Wisconsin law, per Wis. Stat. § 452.133 and Wis. Admin. Code § RL 24.07(2)-(3), requires real estate licensees to make prompt written disclosures to buyers and sellers regarding material adverse facts and regarding information suggesting the possibility of material adverse facts. In other words, the law says that I should make sure you know about certain possible problems that have not yet been reported to you by the other parties, licensees or professional inspectors.

An adverse fact is a condition or occurrence that is generally recognized by a competent real estate licensee as having a significant, adverse affect on the value of the property, as significantly reducing the structural integrity of the property, or as presenting a significant health risk to the property's occupants. An adverse fact also includes information that indicates that a party is not able or does not intend to fulfill his or her contractual obligations under the offer to purchase or other contract.

An adverse fact is material if a party indicates it is significant to them, or if it is generally recognized by a competent real estate licensee as being significant to a reasonable party, to the extent that it would impact whether or not the party enters into an offer to purchase or the party's decision about what terms and conditions should be in such a contract.

As a Wisconsin real estate licensee, I am thereby obligated by law to disclose the following information indicating a material adverse fact or suggesting the possibility of a material adverse fact: Property and parcel will be directly affected as indicated on "Exhibit A" by upcoming road construction projects approved by Outagamie County. Project documentation and drawings are included in listing documents on MLS and will be made part of any Offer to Purchase considered by Outagamie County.

(Plainly state only the facts without drawing conclusions or making predictions. Attach supporting reports and documentation.)

It is recommended that the sellers and buyers in this transaction obtain professional assistance to conduct appropriate property inspections, testing and other investigations regarding this information. The licensees in this transaction will draft inspection, testing or investigation contingencies, amendments, notices and other documents pertaining to the offer to purchase as directed by the parties.

Sellers and buyers should contact their attorneys with any questions concerning their legal rights and obligations.

Jenelle Bruno

Licensee Signature ▲

Jenelle Bruno

Print Licensee Name Here ▲

First Weber, Inc.

Broker/Firm Name ▲

12/12/2025

Date ▲

By initialing and dating below, I acknowledge that I have received and read this disclosure form.

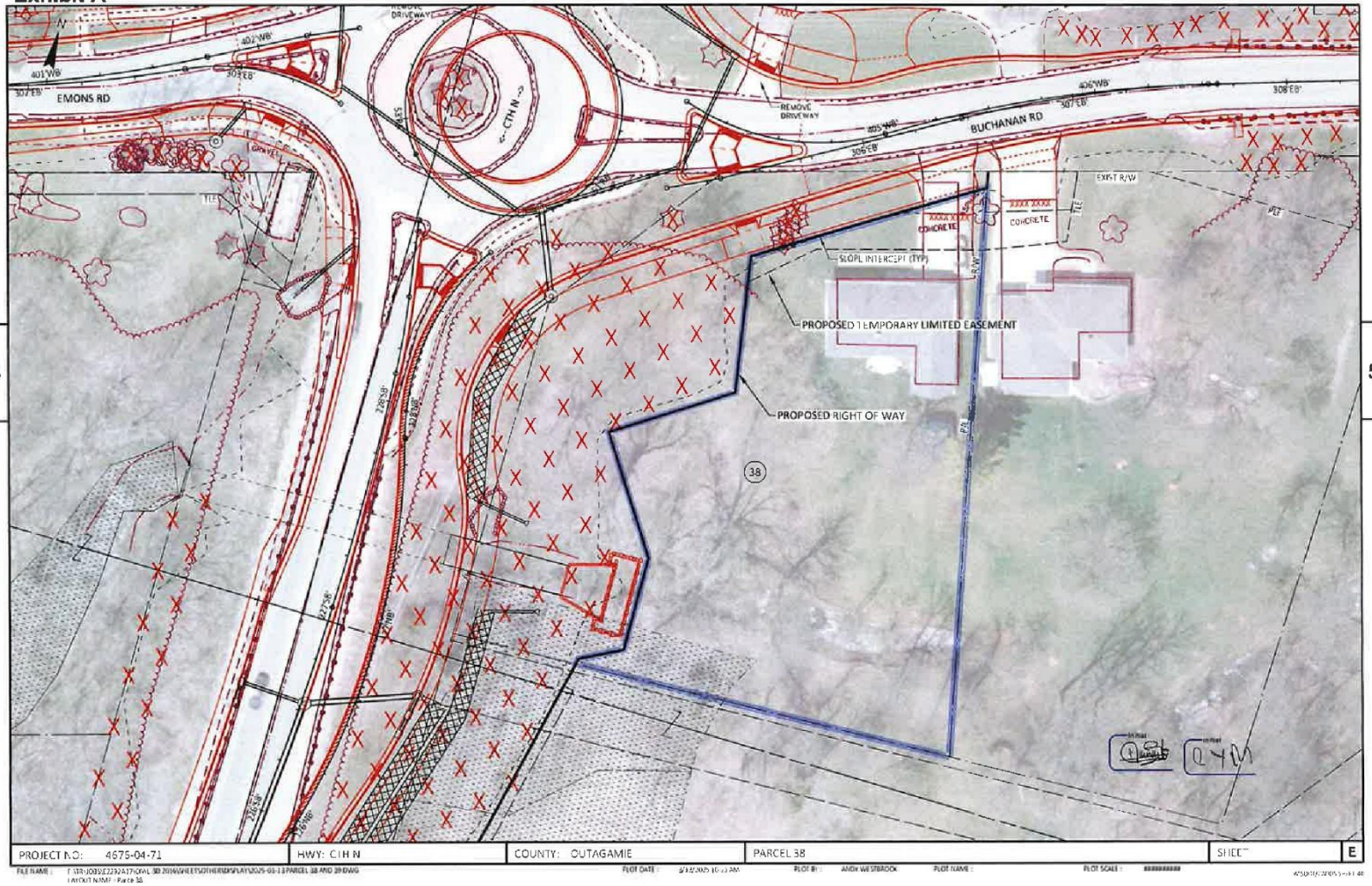
QST QYM 7/19/2026

Party Initials ▲ Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

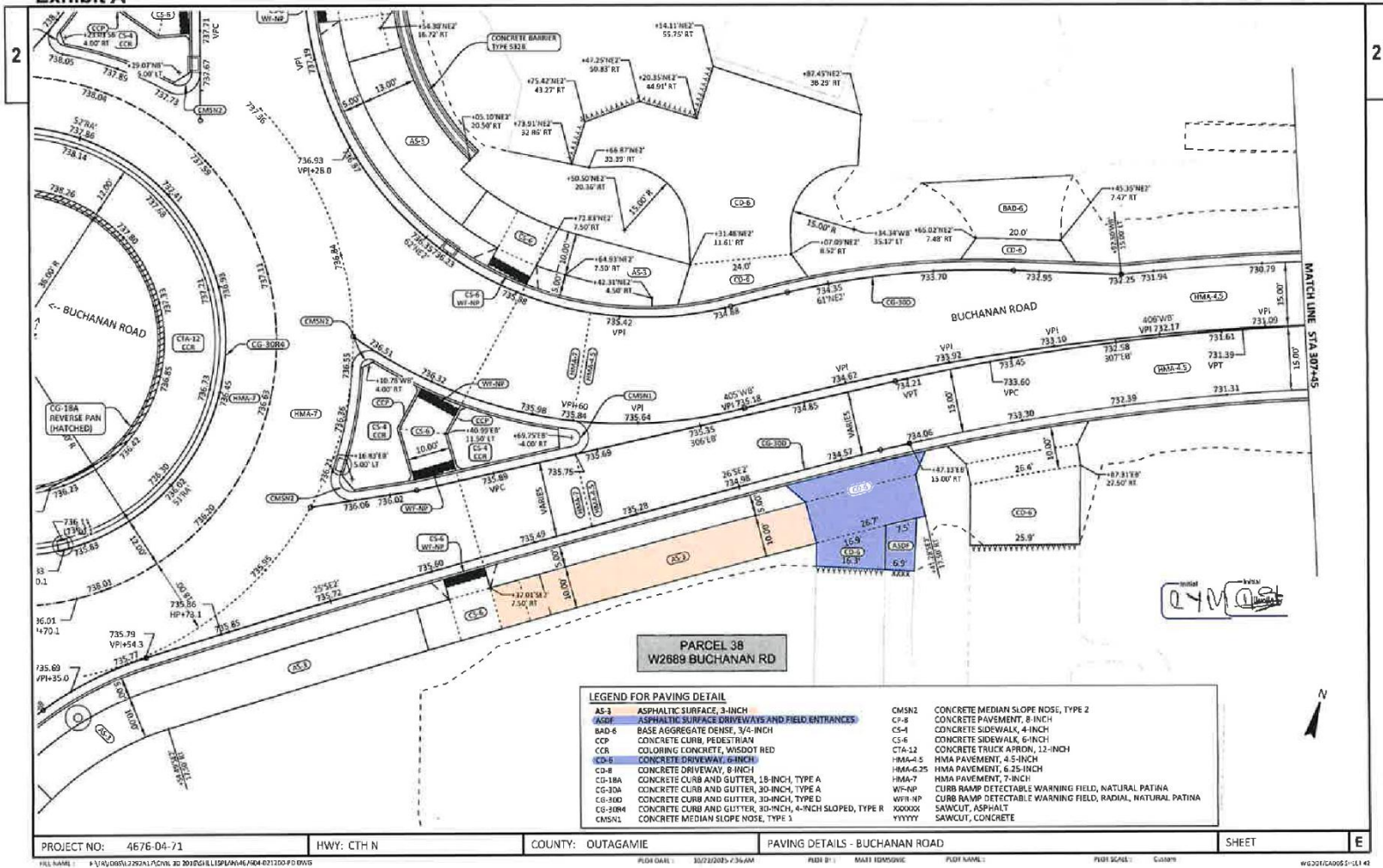
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Exhibit A



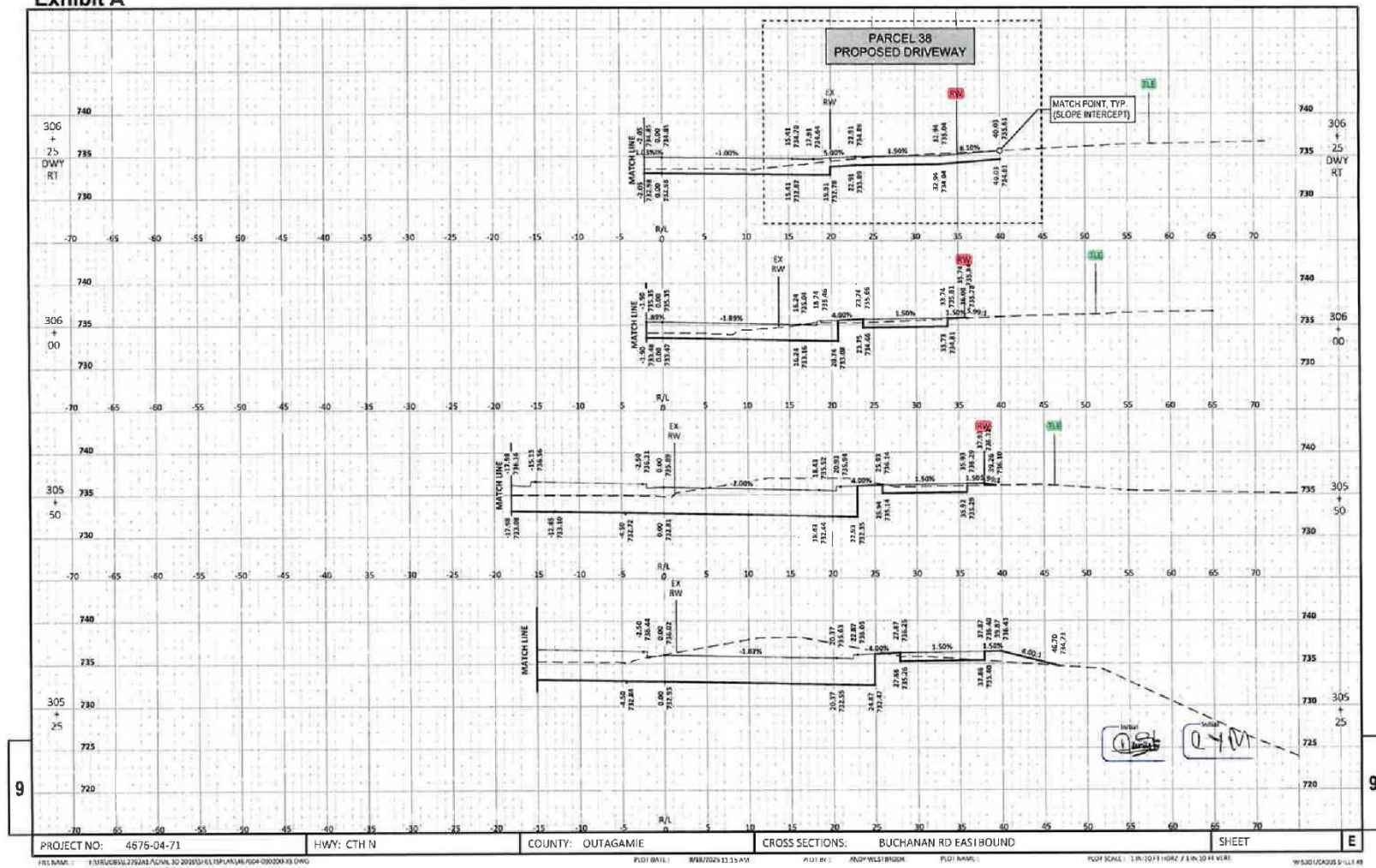
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Exhibit A



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Exhibit A



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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road, Madison, WI 53704

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): Outagamie County

2 Entity Name (if any): _____

3 Name & Title of Authorized Representative for Seller Entity: Kevin Englebert

4 Property Address: W2689 Buchanan Rd Appleton WI 54915-9447

5 Listing Agent and Listing Firm: Jenelle Bruno First Weber, Inc.

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of

7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a

8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling

9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete

11 it/them: (Real Estate Condition Report) (~~Vacant Land Disclosure Report~~) (~~Seller Disclosure Report — Commercial~~)

12 (Other: STRIKE AND COMPLETE AS APPLICABLE)

13 CHECK LINE 14 OR LINE 20, AS APPLICABLE:

14 ☐ SELLER REFUSAL TO COMPLETE

14 SELLER REFUSAL TO COMPLY
15 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel
19 regarding Seller's disclosure obligations in an "as-is" sale.

20 ☐ SELLER NOT REQUIRED TO COMPLETE REPORT

20 ☐ **CHECK BELOW AS APPLICABLE:**
21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because ☐ **CHECK BELOW AS APPLICABLE:**

23 ☐ Seller is a personal representative of an estate and has never occupied the Property.
24 ☐ Seller is a trustee and has never occupied the Property.
25 ☐ Seller is a conservator and has never occupied the Property.
26 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
27 ☐ The Property includes 1 to 4 dwelling units but has not been inhabited.
28 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Jenelle Bruno on 12/12/2025
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: Kevin Englert Date: 12/12/2025
 35 Seller's/Owner's Signature: 4184187D34A6484... Date: _____
 36 Seller's/Owner's Signature: _____ Date: _____
 37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by Annette Hetrick Acre Realty on 7/19/2026
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: Q & M (4/19/2026) 7/19/2026
41 Initials Date

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
43 on not receiving a completed condition or disclosure report from Seller.

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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

Page 1 of 3

1 **■ LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at W2689 Buchanan Rd
11 Appleton, Wisconsin.

12 **■ SELLER DISCLOSURE AND CERTIFICATION.** **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except:

15
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20
21 *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 Signed by: Kevin Englebert 12/12/2025
26 (X) Kevin Englebert (Date) ▲
27 (ALL Seller Signatures) ▲ Print Names Here ▶ Kevin Englebert on behalf of Outagamie County

28 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

29 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
30 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)
31 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
32 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
33 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

34 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
35 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
36 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

37 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
38 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
39 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
40 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
41 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

42 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
43 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
44 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
45 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
46 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
47 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

48 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
49 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
50 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
51 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
52 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

53 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
54 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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page 2 of 3, Addendum S

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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[page 3 of 3, Addendum S]

113 AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
 117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

119 (X) Jenelle Bruno 12/12/2025
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Jenelle Bruno First Weber, Inc. (Date) ▲
 121 (X) Annette Hetrick 7/19/2026
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Annette Hetrick Acre Realty (Date) ▲

123 **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
 126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
 135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure (if neither struck, Seller shall have the right to
 139 cure). If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
 146 in conformance with the requirements of all applicable law.

147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 ☒ Buyer waives the opportunity for a LBP inspection or assessment.

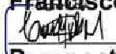
149 (2) **EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your*
 150 *Family from Lead in Your Home*, may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.
 151 Note: More information about electronic consent can be found at <https://www.wra.org/ecommence/>.

152 (3) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
 157 knowledge, that the information provided by them is true and accurate.

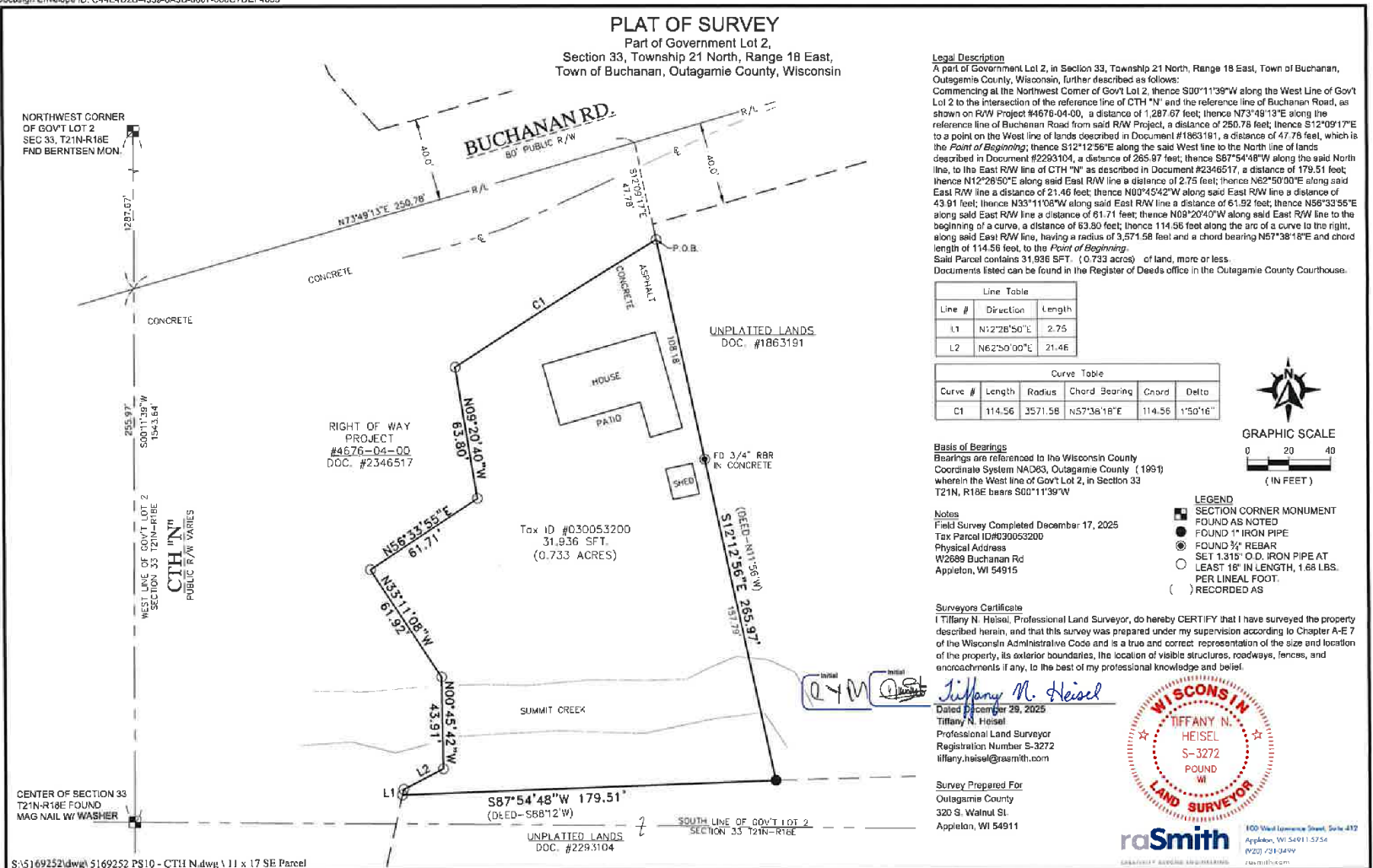
158 (X) Francisco A Monterrosa 7/19/2026
 159 (Buyer's signature) ▲ Print Names Here ▶ Francisco A Monterrosa (Date) ▲
 160 (X) Cristina Aguilar De Monterrosa 7/19/2026
 161 (Buyer's signature) ▲ Print Names Here ▶ Cristina Aguilar De Monterrosa (Date) ▲

DocuSign Envelope ID: C44E4D2B-4539-8A3B-8007-060C7DEF4633

CAUTION	
<u>BE INFORMED</u> <u>BEFORE YOU WAIVE YOUR RIGHT TO A</u> <u>LEAD-BASED PAINT INSPECTION OR</u> <u>LEAD-BASED PAINT RISK ASSESSMENT</u>	
<i>If Buyer(s) choose to waive the opportunity for a LBP inspection or assessment per line 148 of Addendum S, please have Buyer(s) acknowledge their decision using Section 1:</i>	
Because most people agree that good health is a special gift, the management of Acre Realty, Ltd. believe it is critical that the risks associated with lead and lead-based paint hazards be taken very seriously. The management of Acre Realty recommends that everyone who intends to purchase a property that was built before 1978 have a lead-based paint risk assessment of inspection. We respect your right to disagree with our recommendation but ask that you acknowledge the serious nature of your decision by acknowledging our recommendation below.	
To: The Management of Acre Realty, Ltd.	
1) My Signature below is an acknowledgement that I have made in conscience decision, against the recommendation of Acre Realty and their representative to waive the option for a lead-based paint risk assessment or lead-based paint inspection when making an offer to purchase a residential dwelling built before 1981.	
1a)  Prospective Buyer Francisco A Monterrosa	<u>7/19/2026</u> Date
1b)  Prospective Buyer Cristina Aguilar De Monterrosa	<u>7/19/2026</u> Date
CAUTION	

<u>LEAD-BASED PAINT HAZARD DISCLOSURE</u>	
<i>If Seller(s) fail to disclose lead-based paint hazards per lines 13 thru 24 of Addendum S, and agent notices chipped, cracked, chalking or peeling paint, please have Buyer(s) acknowledge possible hazards below:</i>	
  Buyer(s) Initials	Buyer(s) has/have been advised that there may be chipping, cracked, chalking or peeling paint on the subject property located at: <u>W2689 BUCHANAN ROAD, Appleton,</u>
  Buyer(s) Initials	<u>Property Address</u> The U.S. Environmental Protection Agency and other U.S. Government Agencies have determined this condition could be a health hazard if these materials contain lead.
T:\Forms\Offer\LBP Waiver 2015 02	

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DocuSign Envelope ID: C44E4D2B-4539-8A3B-8007-060C7DEF4633

Acre Realty, LTD Disclosure Statement**CONTROLLED BUSINESS ARRANGEMENT**

This Disclosure Statement made by Acre Realty Ltd – hereafter called "BROKER" discloses BROKER relationship with Valley Title Services of the Fox Valley LLC - hereafter called "VTS".

In connection with the transaction, the Broker or Broker's Agents may recommend VTS to provide title insurance or information related to title insurance in a real estate transaction. Because at least one of Broker's principals (owners) has a financial interest in VTS, Broker must provide the following estimate of the fees and charges that are known by Broker.

The estimated range of charges incurred for Valley Title Services of the Fox Valley, LLC will be:

Mortgage Policy (for Buyer, if required):	\$450-- \$660:
Closing Fee (for Buyer, if required):	\$150.00 - \$400
Title Insurance (Seller):	\$525.00 - \$3,000, may exceed depending on amount of policy
Document Preparation Fee (Seller):	\$150.00 - \$400
Gap Insurance:	\$175.00 - \$300

Only those charges which may be paid by the party(ies) to whom this disclosure is made, are disclosed herein. If there are additional parties who choose to utilize services from VTS, there may be additional charges for those services.

With respect to the fees incurred from the financial services provided, the services provided by VTS may, in part, be the responsibility of the parties involved. However, the seller (or contract of sale) may decide which title insurance services are provided regarding the transaction.

There is no requirement for any party to use VTS as a condition for Broker to provide real estate or brokerage services. There are frequently other settlement service providers available with similar services. Parties are free to compare closing and title service providers before deciding to use title services offered by VTS.

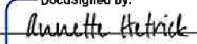
I/we have read this disclosure form and understand that Broker is referring me/us to VTS. Broker may receive financial or other benefit as a result of this referral.

Third Party Vendors

Broker or Broker's Agents(s) may furnish a list of third-party vendors (3rdPV), including but not limited to lenders, home warranty companies, insurance agents/companies, electricians, plumbers, roofers or any other real estate related vendor for a real estate transaction to the Seller/Buyer as a convenience to the Party(ies) and is for informational purposes only. Acre Realty and the agent/s providing the recommendation are not responsible for the competency or performance of the 3rdPV. The Party(ies) hiring the 3rdPV are solely responsible for determining the qualifications of the 3rdPV. The Parties agree to hold the Firm harmless for any damage or liability caused by 3rdPV. The choice for 3rdPV is solely the responsibility of any Buyer/Seller.

Wire Fraud Warning

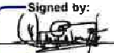
NEVER trust wiring instructions received through email. Cybercriminals are infiltrating email accounts and dispatching messages containing deceptive wiring details. These communications can appear highly convincing and well-crafted. Always verify wiring instructions independently, either in person or through a phone call to a trusted, verified number. Recovering funds sent to a fraudulent account is frequently impossible. **Real estate agents and firms bear no responsibility for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

DocuSigned by:
 **Annette Hetrick**
 Buying Agent Signature Date 7/19/2026
 Listing Agent Signature Date Jenelle Bruno

ACKNOWLEDGMENT

Signature of Seller/Owner: _____ Date: _____

Signature of Buyer:

Signed by:
 **Francisco A Monterrosa** Date: 7/19/2026
 Signed by:
 **Cristina Aguilar De Monterrosa** Date: 7/19/2026

DocuSign Envelope ID: C44E4D2B-4539-8A3B-8007-060C7DEF4633

ACRE REALTY, LTD.

BUYER ASSISTANCE DISCLOSURE

NAME(S) Francisco A Monterrosa, Cristina Aguilar De Monterrosa

Acre Realty, Ltd. (hereinafter called Broker) has prepared this information to increase your understanding of a Real Estate Transaction. If you have any questions, feel free to discuss it with the licensee who provided this form or with your attorney.

PLEASE READ THE FOLLOWING CAREFULLY. SIGN, DATE AND RETURN THE ORIGINAL.

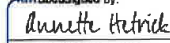
- Unless you have a signed Buyer's Agency Agreement, we legally represent the Seller in finding, showing and assisting you in purchasing a property.
- OUR COMMITMENT TO EQUAL OPPORTUNITY:** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32(13m), 69 disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status 70 as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- WISCONSIN'S MARITAL PROPERTY ACT:** Wisconsin's Marital Property Law affects the ownership and transfer of real estate for married couples living in this state. We strongly advise that you consult your attorney if you have any questions on how you may want to take title to your real estate.
 - At time of closing the subject property will be considered homestead property for Buyer(s): ☒ YES ☐ NO
 - Buyer warrants and represents that BUYER is ☒ married ☐ single. IF MARRIED, COMPLETE #C – IF SINGLE, COMPLETE #D.
 - IF MARRIED - Buyer's principal residence at this time ☒ is ☐ is not in Wisconsin. Title will be taken as ☒ Survivorship Marital Property ☐ Marital Property - no right of survivorship ☐ Individual Property. That there ☐ is ☒ is not pending litigation between Buyer and Buyer's spouse. That Buyer ☐ does ☒ does not have a Marital Property Agreement. If a Marital Property Agreement does exist, check a. or b. as applicable:
 - Buyer will provide Seller a copy of said agreement within 5 days of acceptance of offer or ☐ b. Buyer represents said agreement will not affect this transaction.
 - IF SINGLE - Buyer will take title as a ☐ single person ☐ tenants in common ☐ joint tenants

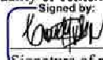
PRINT FULL NAMES AS TO APPEAR ON DEED: Francisco A Monterrosa, Cristina Aguilar De Monterrosa

Advice from counsel may be particularly important in determining how title will be taken at closing. If Buyer's counsel would like the above selection changed, the real estate agent involved in the transaction or the Seller should be contacted prior to closing.

- DRAWINGS, SKETCHES, DIAGRAMS AND SURVEYS:** Buyer is advised that representations of the property in the form of a drawing, sketch, diagram or survey which may be given to the Buyer for general informative purposes **ONLY**. If the lot size or the location of boundaries is material to Buyer's decision to purchase a specific property, it is suggested that Buyer negotiate a contingency into the Offer to Purchase Contract that would permit the verification of property boundaries and size by a licensed survey or working for Buyer.
- LEGAL AND TAX ADVICE: BROKER** encourages both Buyer and Seller to seek legal and tax advice from an attorney or accountant of their choice. If you choose not to be represented, any comments or statements offered by Broker or its sales representatives shall not be construed as legal or tax advice. Salespersons, associates and brokers have no authority to give advice in areas of a real estate transaction which are normally provided by an attorney, an accountant, or a title insurance company (including, but not limited to, non-conforming use, non-conforming lot size, non-conforming improvements, zoning, title, liens, encumbrances, the taxable impact of the transaction, and special assessments).
- TECHNICAL ASSISTANCE: BROKER** encourages the use of independent inspectors to satisfy the Buyer's questions regarding the condition of the property. Although it is our practice to disclose defects about which we have actual knowledge, we are not experts in all areas of the transaction. Some outside technical inspections, including but not limited to, are the following: Survey; electrical/structural/mechanical/weatherization; Water tests for arsenic, bacteria, iron, sulfur, and toxins; Asbestos; Radon; Private Sanitary System Inspection; Pest Inspections; Appraisals; Basement Inspections; and On-site Environmental Inspections to disclose hazardous conditions. IF ANY OF THE FOREMENTIONED INSPECTIONS ARE REQUIRED BY YOUR LENDER, SAID INSPECTIONS MAY BE PROVIDED ON THE LENDER'S BEHALF AND NOT ON YOUR BEHALF, REGARDLESS OF WHETHER YOU PAY THE INSPECTION FEE OR NOT.
- MATERIAL FACTORS:** In order to serve you better, broker must understand those factors, which may favorably or unfavorably influence your decisions to purchase. Any factors material to your decision should be listed and may include items such as proximity to public transportation, special health concerns of family members, etc. Buyer agrees to notify broker of any changes or additions to the list of material factors, which occur prior to closing. _____
- CONTACTING BUYER:** Buyer asks, but does not require, Broker (or Broker designee) to contact Buyer regarding information or services related to present or future real estate, mortgage or title insurance needs.

IN SUMMARY, if there is any part of the real estate transaction that you have any questions about, please ask. If we cannot answer your questions, we can most likely put you in touch with someone who can help. It is our policy to attempt to give you the name of more than one technical expert. However, this gratuitous service should not be construed as an endorsement or guaranty by Broker of the quality or content of the technical expert's advice or service provided or performed for you.

Signed by: 
 Signature of prospective purchaser(s)
Francisco A Monterrosa
 Name Printed

 Agent Signature: Annette Hetrick

Signed by: 
 Signature of prospective purchaser(s)
Cristina Aguilar De Monterrosa
 Name Printed
 Date 7/19/2026
 Telephone Number 7/19/2026
 Date

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:** Sale of Property on CTH N – W2689 Buchanan Rd, Appleton, WI 54915-9447

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)

As part of the CTH N reconstruction project, property was purchased in the right of way acquisition process. The request is to authorize and accept the sale price of \$265,000 and apply back to the CTH N project.

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

☒ Revenues ☒ Expenses (Cost) ☐ None

3. Is the specific cost or revenue included in the current year's budget? yes () no () n/a (x)

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

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

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

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

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
CTH N – CTH KK to CTH CE	Operating Expenses	6005827.5001	265,000
CTH N – CTH KK to CTH CE	Non CRB – HWY Intra County	6005827.4415.15	265,000

Annual and Long-Term Impact

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

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

Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only

Reviewed By:

Michelle Witenbrook

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

Detail Expenditure Account Number Amount

OUTAGAMIE COUNTY FISCAL NOTE

DATE: 7/23/26	
Comments:	

ORDINANCE NO.: B—2026-27

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

On October 27, 2020, the Outagamie County Board adopted Ordinance C—2020-2021 which created Section 50-353 (based on Wis. Stat. §23.33) allowing all-terrain vehicles (ATVs) and utility terrain vehicles (UTVs) to operate on roadways designated by Outagamie County and referred to as “routes.” On August 22, 2023, the Outagamie County Board adopted Ordinance D—2023-2024 which modified the ordinance as pertains to speed limits and operating hours. Wis. Stat. §23.33(8)(b)1 offers a town, village, or city the ability to enact an ordinance to designate a highway not under its jurisdiction, but within its territorial limits, as an ATV/UTV route.

The Town of Black Creek has submitted an application to the Outagamie County Highway Commissioner to designate the following county highway as an ATV/UTV route:

CTH B between STH 47 and CTH PP, see attached map

CTH PP between STH 54 and the South Town line, see attached map

The Town of Black Creek has completed said requirements of Outagamie County Code of Ordinance Sec. 50-353(4)(a)(ii) and submitted the following documents with the application:

- A map showing the proposed ATV/UTV route on the county highway system.
- A map showing any existing or future ATV/UTV routes leading to the proposed route.
- A statement explaining why the proposed route should be designated as an ATV/UTV route.
- Documentation that items required in Ordinance 50-353 sec. 4(a)(i)1-3 were completed by Municipality.
- A statement that the applicant will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
- Regulations set forth in Ordinance Sec. 50-353(5) were adopted by the Town of Black Creek on June 8, 2026.

The Outagamie County Highway Commissioner has completed a review as detailed in Ordinance Sec. 50-353(4)(b) and is recommending approval. The Outagamie County Highway, Recycling and Solid Waste Committee is recommending approval.

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

Committee recommend adoption of the following ordinance.

BE IT ORDAINED, that the Outagamie County Board of Supervisors does approve designating CTH B between STH 47 and CTH PP, and CTH PP between STH 54 and the South Town line, said sections in the Town of Black Creek, as ATV/UTV routes as detailed on the attached Memorandums, maps, and required documents as set for in Ordinance Sec. 50-353, which by reference are made a part hereof, and

BE IT FINALLY ORDAINED, that the Outagamie County Clerk be directed to forward a copy of this ordinance to the Outagamie County Highway Commissioner, the Outagamie County Development and Land Services Director, the Outagamie County Sheriff, and the Town of Black Creek.

Dated this ____ day of July 2026

Respectfully Submitted,

HIGHWAY, RECYCLING AND SOLID
WASTE COMMITTEE

Joy Hagen

Daniel Nejedlo

Jason Wegand

Dennis Clegg

Carla Hales

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive



Highway Department

1313 Holland Road, Appleton, WI 54911-8947
Phone: (920) 832--5673 Fax: (920) 832--2032
Visit our website at www.outagamie.org

Find us on  @Outagamie County Highway Department

MEMORANDUM

TO: Outagamie County Highway, Recycling & Solid Waste Committee
FROM: Curtis Riedy, Outagamie County Highway Commissioner
DATE: 7/28/2026
RE: Town of Black Creek – ATV/UTV Route – Review & Recommendation

Application Details:

<i>Applicant:</i>	Town of Black Creek
<i>Request:</i>	ATV/UTV Route Designation
<i>Highway:</i>	CTH B
<i>Limits:</i>	STH 47 to CTH PP
<i>Public Hearing Date:</i>	12/08/2025 Held by the Town of Black Creek
<i>Written Notice Sent to Property Owners on:</i>	11/17/2025 by Town of Black Creek
<i>Official Action to Apply for Route Taken on:</i>	01/12/2026 by Town of Black Creek
<i>Regulations Adoption Date:</i>	06/08/2026 by Town of Black Creek

Background:

The Town of Black Creek has completed said requirements of Ordinance Sec. 50-353(4)(a)(ii) and the following documents are on file at the Highway Department:

1. A map showing the proposed ATV/UTV route on the county highway system.
2. A map showing any existing or future ATV/UTV routes leading to the proposed route.
3. A statement explaining why the proposed route should be designated as an ATV/UTV route.
4. Documentation that items required in Ordinance 50-353(4)(a)(i)1-3 were completed by Town of Black Creek.
5. A statement that the Town of Black Creek will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
6. A copy of the Town of Black Creek board/committee action to adopt the regulations found in Ordinance 50-353(5).

Analysis:

Based on said ordinance, the following data has been collected:

Traffic Volume: 570 AADT
Speed Limit(s): 55
Vision Clearance: Site distance meets requirements.
Pavement and Shoulder Conditions: No issues.
Other Safety/Operational Factors: None.

Recommendation:

Based on the above safety and operational considerations of the route, I am respectfully recommending that this application be approved.



Highway Department

1313 Holland Road, Appleton, WI 54911-8947
Phone: (920) 832-5673 Fax: (920) 832-2032
Visit our website at www.outagamie.org

Find us on  @Outagamie County Highway Department

MEMORANDUM

TO: Outagamie County Highway, Recycling & Solid Waste Committee
FROM: Curtis Riedy, Outagamie County Highway Commissioner
DATE: 7/28/2026
RE: Town of Black Creek – ATV/UTV Route – Review & Recommendation

Application Details:

<i>Applicant:</i>	Town of Black Creek
<i>Request:</i>	ATV/UTV Route Designation
<i>Highway:</i>	CTH PP
<i>Limits:</i>	South Town Line to STH 54
<i>Public Hearing Date:</i>	12/08/2025 Held by the Town of Black Creek
<i>Written Notice Sent to Property Owners on:</i>	11/17/2025 by Town of Black Creek
<i>Official Action to Apply for Route Taken on:</i>	01/12/2026 by Town of Black Creek
<i>Regulations Adoption Date:</i>	06/08/2026 by Town of Black Creek

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3. A statement explaining why the proposed route should be designated as an ATV/UTV route.
4. Documentation that items required in Ordinance 50-353(4)(a)(i)1-3 were completed by Town of Black Creek.
5. A statement that the Town of Black Creek will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.
6. A copy of the Town of Black Creek board/committee action to adopt the regulations found in Ordinance 50-353(5).

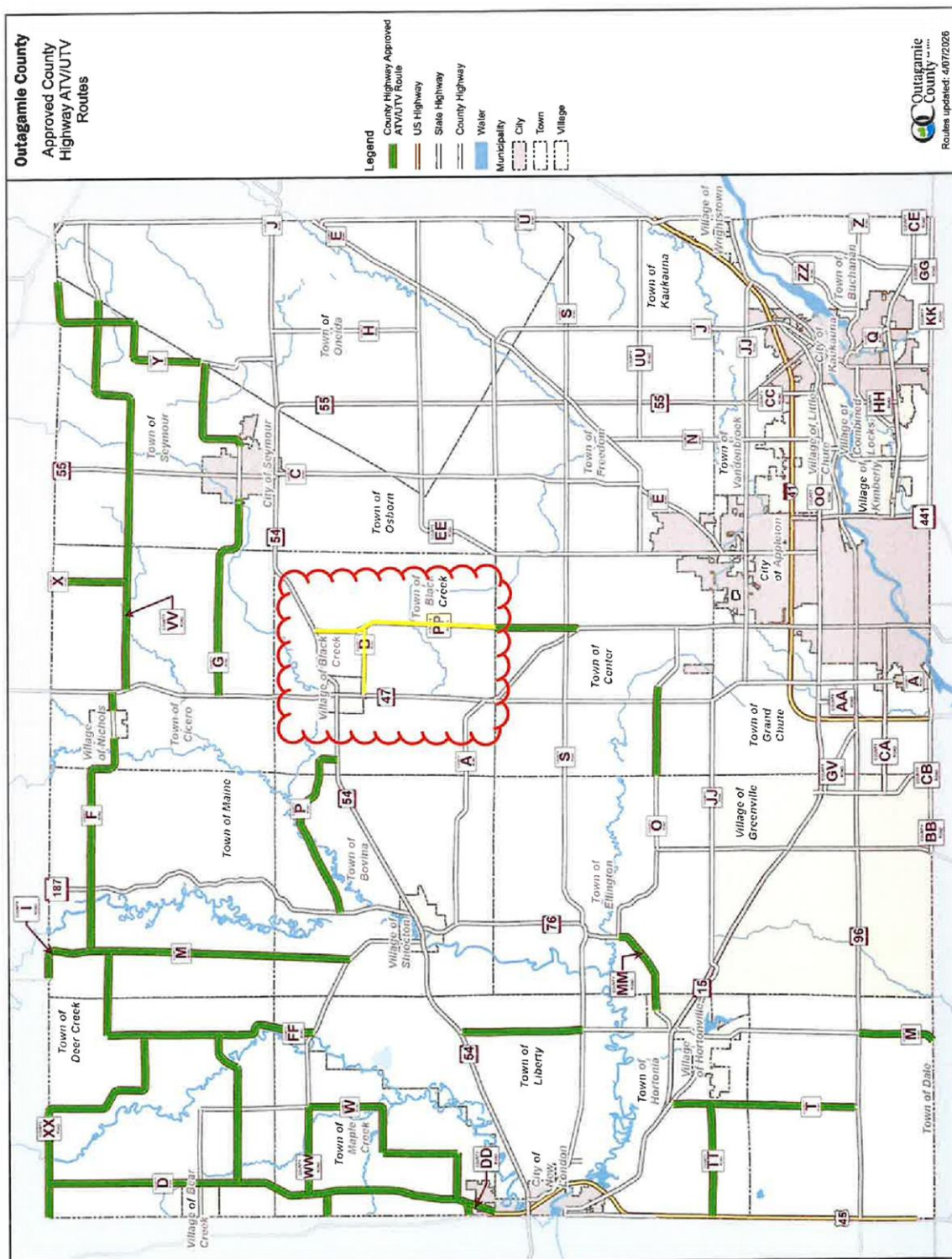
Analysis:

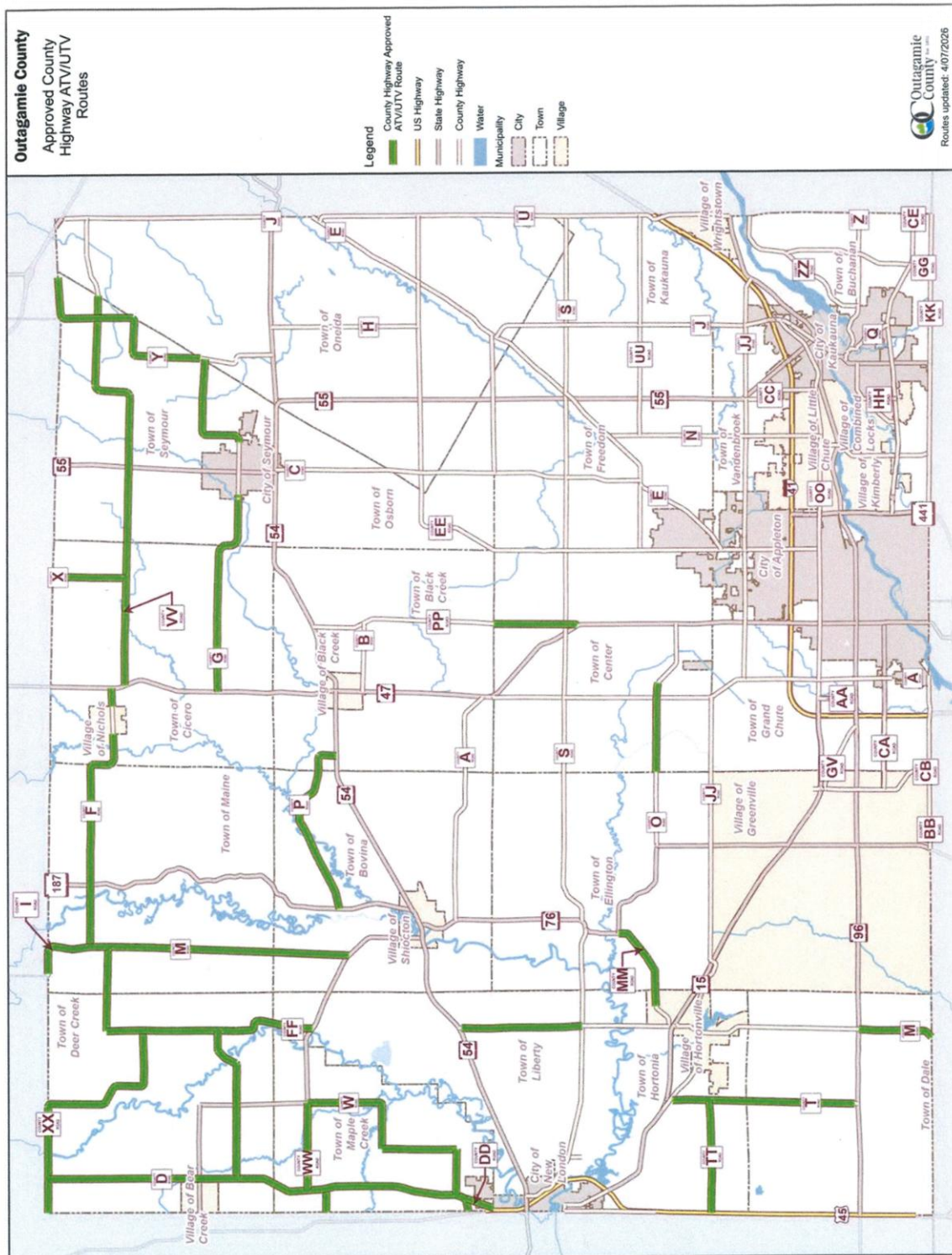
Based on said ordinance, the following data has been collected:

Traffic Volume: 1,260 AADT
Speed Limit(s): 55
Vision Clearance: Site distance meets requirements.
Pavement and Shoulder Conditions: No issues.
Other Safety/Operational Factors: None.

Recommendation:

Based on the above safety and operational considerations of the route, I am respectfully recommending that this application be approved.





Morman, Michael R.

From: Scott Johnson <Clerk@townofblackcreekwi.gov>
Sent: Friday, April 17, 2026 12:44 PM
To: Morman, Michael R.
Subject: RE: ATV/UTV Application

Follow Up Flag: Follow up
Flag Status: Flagged

****External Email** Do not open attachments, click links or reply until you know it is safe**

Hi Michael:

The Town of Black Creek is asking for the proposed route to be designated an UTV route so they are able to access other UTV routes in the county. It will also benefit our Town by allowing others communities to access our UTV routes to move through out the township.

The Township of Black Creek will be financially responsible for all expensive related to the UTV route through a Club.

If I am understanding you correctly, I need to do another application for CTH PP and CTH B, will that mean another \$200 fee? Thank you for your assistance.

PLEASE NOTE OUR NEW EMAIL ADDRESS: Clerk@townofblackcreekwi.gov

Scott Johnson
Town of Black Creek
N6051 12 Corners Rd (Town Hall)
PO Box 84(Mailing Address)
Black Creek, WI 54106-7928
Clerk@townofblackcreekwi.gov

Town of Black Creek

Black Creek, Wisconsin 54106

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

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

Don Stingler, 1st Supervisor
W4795 Lafond RD
Black Creek, WI 54106-7902
920-730-0434

Scott Johnson, Clerk
N6051 State Road
Black Creek, WI 54106-8445
920-246-2618

Zach Stingle, Constable
W4632 Stingle rd
Black Creek, WI 54106 -7926
920-857-4243

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

Date: November 17, 2025

To: Town of Black Creek Resident

Re: UTV/ATV

The Town Board is considering expanding the UTV/ATV route in the Town of Black Creek to include County Rd PP from Krueger Rd north to State Hwy 54, all of County Rd B and County Rd A from 47 west to Mayflower Rd.

As a landowner along one of the two proposed routes, the Town Board would like your input. There will be a public hearing to discuss the proposal on Monday, December 8th at 5pm at the Town of Black Creek Hall located at N6051 Twelve Corner Road, Black Creek, WI 54106-8445.

If you have any questions regarding this notice, please call me at 920-246-2618

Sincerely,

Scott Johnson
Clerk

TOWN OF BLACK CREEK
Outagamie County, Wisconsin
Special Public Meeting
December 8th, 2025
Expanding UTV/ATV Routes

Consideration of expanding the UTV/ATV route in the Town of Black Creek to include two sections of county roads.

- **County Rd PP from Krueger Rd north to State Hwy 54,**
- **All of County Rd B and County Rd A from 47 west to Mayflower Rd.**

The Public meeting was called to order at 4:54 p.m. MOTION: Stingle made the motion, second Neubert to start the meeting.

Present

- Town Board: Chairman Dan Knutzen, Supervisor 1 Don Stingle, Supervisor 2 Tom Neubert
- Clerk & Treasurer: Treasurer Jennifer Court and Clerk Scott Johnson
- Eight Black Creek residents were in attendance.

Meeting was opened for discussion.

Concerns brought by the residence included noise, wanting further information on the UTV/ATV ordinances, and licensing,

Dan Knutson responded that the UTV/ATV's would be road only and handled just like all other road vehicles. Discussion was held around the Town of Centers Chapter 21 Ordinance which was recently passed. Dan also informed the residence that the UTV Club is interested in paying for the signage for the routes. The Town Board will be looking into the next steps to move forward.

MOTION: Neubert made the motion and seconded by Stingle to adjourn at 5:58 p.m. All said aye. Motion carried.

**TOWN OF BLACK CREEK
MONTHLY BOARD OF SUPERVISORS MEETING
January 12, 2026**

Monday, January 12, 2026

6:00 p.m.

Town Hall

The Board of Supervisor's meeting was called to order at 6:05 p.m.

Present

Town Board: Chairman Dan Knutzen, and Supervisor 2 Tom Neubert

Clerk & Treasurer: Treasurer Jenny Court & Clerk Scott Johnson

Outagamie County Sheriff's Department: Officer T. Fieria

Others Present: Mike Bissing, Darrin Stingle, Tom Krsnich

The agenda was posted according to the open meeting law on the 9th day of January 2026

MOTION: Neubert made the motion, second Knutzen to dispense the reading and accept the December 8, 2025 Town meeting minutes. All said aye. Motion carried.

Public Comments.

Specific Matters for Discussion and Possible Action by the Town Board in Open Session.

2026 Revaluation Notice- Posted in 3 places/Website and was read at the meeting.

Adjustment to Storm Water and Erosion Control Permit Fees- Discussed and fees filed.

Municipal Property Insurance Company Appraisal Services – Scott will coordinate

2026 WTA District Meeting January 30th, 2026 at The MARQ \$65 – 3 Board Members will attend, registration and check were mailed.

Scott's Vacation – January 29th, 30th, February 2nd. Approved

Sheriff Department – No incidents, uneventful holiday season.

Review the Treasurer's Report with Receipts, Disbursements, Checking, and Money Market Accounts for Totals from the Previous Month. Clerk Presents Bills and Transfers Money to Pay Bills.

Taxes are still being accepted until January 17th 2026. Request for \$858,000 to be transferred to pay bills.

MOTION: Neubert made the motion, second Knutzen to transfer money to pay bills. All said aye. Motion carried.

Town Hall – Lettering on the Town Hall building needs some repairs and a new flag was discussed.

Roads

ATV/UTV Ordinance was discussed and we will follow the Outagamie County Ordinance and move forward with submitting our application to the County.

Certified Survey Maps

Timothy and Nicole Springstroh – CMS was reviewed and does not appear to be approved at this time.

Fire/Ambulance

Tom Krsnich spoke to how impressed he was with how the Ambulance situation was handled by the Town of Black Creek Board.
Ambulance Agreement was signed and will be dropped off.

Spring 2026 Dates

2026 Tire & Scrap Metal Dates -Saturday April 11th 2026 and Saturday September 12th, 2026.
BOR Date – TBD
Election Dates: Spring April 7, 2026

Previous Business

Security upgrade – We are currently waiting on the .gov domain to get approved and once we have that, we should be good to proceed.
Election status/training – Scott has completed his training
Town Web update – In process working on new design layout. Pictures/Colors/Pages, etc.
Town of Black Creek Facebook page will be developed in conjunction with the Town Website Update.

MOTION: Neubert made the motion and second Knutzen to adjourn at 6:50p.m. All said aye. Motion carried.

Scott Johnson
Clerk
Town of Black Creek

The Next Monthly Town Board Meeting will be Monday February 9, 2026 at 6:00 PM

CHAPTER 21
ALL-TERRAIN/UTILITY TERRAIN VEHICLE ROUTES WITHIN
THE TOWN OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN

- 21.01 Intent
- 21.02 Definitions
- 21.03 Authority
- 21.04 Routes
- 21.05 Regulations
- 21.06 Enforcement
- 21.07 Penalties
- 21.08 Severability
- 21.09 Effective Date

21.01 INTENT

To create uniform procedures and requirements for the use and operation of all-terrain vehicles and utility terrain vehicles on Town of Black Creek roads.

21.02 DEFINITIONS

In this section, words and phrases used herein shall have the meaning as defined by Wis. Stats. § 23.33(1), unless otherwise defined herein. All-terrain vehicles (hereinafter referred to as ATVs) shall have the definition given in Wis. Stats. § 340.01(2g). Utility terrain vehicles (hereinafter referred to as UTVs) shall have the definition given in Wis. Stats. § 23.33(1)(ng). Any reference to a Wisconsin Statute Section or Administrative Code Regulation is a reference to that specific chapter, section, code, or its successor chapter, section, or code. Any future amendments, revisions, or modifications of the statutes or administrative code incorporated herein are intended to be made part of this Code in order to secure uniform statewide regulation of all terrain vehicles.

21.03 STATUTORY AUTHORITY

The Town of Black Creek is authorized to designate Town Roads as ATV/UTV routes pursuant to Wis. Stats. §§ 23.33(8)(b) and 59.02, and is authorized to enact ordinances regulating ATVs and UTVs on designated routes pursuant to Wis. Stats. § 23.33(11)(a).

21.04 ROUTES

The Town of Black Creek reserves the right to close or modify routes at any time. Routes shall be subject to the following: a) Any restrictions on authorized routes shall be designated by majority vote of the Town Board and shall be marked accordingly. b) The Town or its designee shall maintain all route signs within the Town. c) All authorized ATV/UTV routes should be signed in accordance with § 23.33(8)(e)2., 3., 4., and 6. d) All Town roads within the Town are hereby designated as ATV/UTV routes. All county roadways located in the Town are hereby declared as ATV/UTV routes only if authorized by the County of Outagamie, and all state highways in the Town are declared as ATV/UTV routes only if authorized by the State of Wisconsin.

Chapter 21, All-Terrain/Utility Terrain Vehicle Routes within the Town of Black Creek, Outagamie County, WI –
Approved _____

21.05 REGULATIONS

Except as otherwise provided herein, the statutory provisions of Wis. Stats. § 23.33 and Wis. Admin. Code NR § 64, which create, describe, and define regulations with respect to ATVs and UTVs, are adopted and, by reference, made a part of this Code as if fully set forth herein.

- a) Operator and rider requirements. Any person who operates or rides as a passenger on an ATV or UTV on a roadway that is an ATV/UTV route in the Town of Black Creek designated pursuant to Wis. Stats. § 23.33(8)(b)1, or an ATV/UTV route in the Town of Black Creek designated pursuant to Wis. Stats. § 23.33(8)(c), must meet the following requirements:
 - (i) Any operator or passenger shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules, including those outlined in Wis. Stats. § 23.33 and Wis. Admin. Code NR § 64. All ATV/UTV rules of operation outlined in Wis. Stats. § 23.33 and Wis. Admin. Code NR § 64 are adopted and incorporated by reference in this section.
 - (ii) No person may operate an ATV or UTV without having attained the age of 16.
 - (iii) No person may operate an ATV or UTV without a valid driver's license.
 - (iv) All operators shall have a liability insurance policy in force on any ATV or UTV operated on an ATV/UTV route or route. The liability insurance policy must have the following minimum coverages: a. \$10,000.00 for property damage b. \$25,000.00 for the injury or death of one person c. \$50,000.00 for the injury or death of more than one person
- b) Rules of operation. The operation of an ATV or UTV on a roadway that is an ATV/UTV route in the Town of Black Creek designated pursuant to Wis. Stats. § 23.33(8)(b)1, or an ATV/UTV route in the Town of Black Creek designated pursuant to Wis. Stats. § 23.33(8)(c), is subject to the following rules of operation:
 - (i) Any operator or passenger shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules, including those outlined in Wis. Stats. § 23.33 and Wis. Admin. Code NR § 64. All ATV/UTV rules of operation outlined in Wis. Stats. § 23.33(3) and NR§64 are adopted and incorporated in this section.
 - (ii) Operators may only operate on a designated ATV/UTV route signed in accordance with Wis. Stats. § 23.33(8)(c).
 - (iii) Speed limits. a. Operators on ATV/UTV routes shall observe the posted speed limit on the roadway.
 - (iv) Operators shall ride in single file in the roadway. Roadway is defined in the same manner as defined in Wis. Stats. § 340.01(54).

(v) All ATVs and UTVs must operate with fully functional headlamps, tail lamps, and brake lights.

(vi) Every ATV or UTV shall be equipped, maintained, and operated to prevent excessive or unusual noise. No person shall operate an ATV or UTV on an ATV/UTV route unless the vehicle is equipped with a muffler or other effective noise-suppressing system in good working order and in constant operation.

21.06 ENFORCEMENT

- a) Any act that is required or is prohibited by any statute or administrative code provision incorporated herein by reference is required or prohibited by this Code.
- b) An officer of the state traffic patrol under Wis. Stats. § 110.07(1), inspector under Wis. Stats. § 110.07(3), conservation warden appointed by the department under Wis. Stats. § 23.10, county sheriff or municipal peace officer has authority and jurisdiction to enforce this section and ordinances enacted in accordance with this section.
- c) No operator of an all-terrain vehicle or utility terrain vehicle may refuse to stop after being requested or signaled to do so by a law enforcement officer or a commission warden, as defined in Wis. Stats. § 939.22(5).

21.07 PENALTIES

- a) Any forfeiture for a violation of State Statute or Administrative Code adopted by reference in this section shall conform to the forfeiture permitted to be imposed for violation of said statutes or code provisions as set forth therein.
- b) Any violation of a section of this section without a penalty specified by statute or administrative code shall be punishable as provided in Outagamie County Ordinance 1-10.

21.08 SEVERABILITY

The provisions of this section shall be deemed severable and it is expressly declared that the Town of Black Creek would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

This ordinance becomes effective upon passage and publication/posting as required by law and when signage has been completed.

Adopted and passed this 8 day of June, 2026

Chapter 21, All-Terrain/Utility Terrain Vehicle Routes within the Town of Black Creek, Outagamie County, WI –
Approved X

TOWN BOARD OF THE TOWN OF BLACK CREEK

BY:

Dan Krutz

Dan Krutz

Chairman

BY:

Donald S. Stiglitz

Donald S. Stiglitz

Supervisor 1

BY:

Tom Noubert

Tom Noubert

Supervisor

ATTEST:

Scott Johnson

Scott Johnson, Clerk