

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS  
VIDEO CONFERENCE MEETING  
TUESDAY, APRIL 20, 2021  
6:00 P.M.**

**To join this Zoom Meeting via video, use this link:**

<https://us02web.zoom.us/j/82640049648?pwd=ZGoxeG0zWXBBTk5icDFUY1YyVkw0dz09>

**Passcode (if needed) – W1NNE**

**To join this meeting by telephone - (312) 626-6799 and enter the Meeting ID: 826 4004 9648**

**Passcode: 721359**

At this meeting, the following will be presented to the Board for its consideration:

- \*Roll Call
- \*Pledge of Allegiance
- \*Invocation
- \*Adopt agenda

**Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda, as well as, any matter over which this body has jurisdiction.**

- Correspondence
- Notice of Claims:
  - Notice of Claim from Progressive Insurance for their insured, Christine Brand, for damage to her vehicle that was struck by a Winnebago County Highway Department vehicle
- Resolution from other Counties:
  - Wood County – Resolution No. 21-3-7 "To Reaffirm Wood County's Commitment to Taking Action to Reduce its Contribution to Climate Change"
- Petitions for Zoning:
  - 001 – Jan Mack, Town of Omro, rezone tax parcel 016-0798 from A2 General Agriculture and R1 Rural Residential to A2 General Agriculture
  - 002 – Town of Neenah, rezone tax parcel 010-0211-01-04 from I1 Light Industrial to A2 General Agriculture
  - 003 – Frank J. Puhl, Town of Omro, rezone tax parcel 016-0259(p) & 016-0259-01 from A2 General Agriculture to R1 Rural Residential
  - 004 – Craig Much, Town of Utica, rezone tax parcel 024-0245 from A2 General Agriculture to R2 Suburban Residential
- Reports from Committees, Commissions & Boards
- Approval of March 2, 2021 Special Orders and March 16, 2021 Board Proceedings
- County Executive's Report
- County Board Chairman's Report
- County Board Chairman's Appointment:
  - Supervisor District No. 10 – Bryan D. Stafford, 1132 Tullar Road, Neenah
- Presentation on Adoption of WaterShed Program – Chad Casper, Director of Land & Water Conservation Department

**ZONING REPORTS & ORDINANCES**

- Report No. 001 – Diane Kromm; Town of Omro
  - Amendatory Ordinance No. 040121 – Rezoning from R-1 Rural Residential to A-2 General Agriculture for tax parcel no. 016-0199-01
- Amendatory Ordinance No. 04/02/21 – Town of Black Wolf on behalf of Thomas & Patti Fenner; Rezoning from R-1 Rural Residential to A-2 General Agriculture for tax parcel no. 004-0434-02
- Amendatory Ordinance No. 04/03/21 – Town of Black Wolf on behalf of Rodney & Paula Measure; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 004-0175-01
- Amendatory Ordinance No. 04/04/21 – Town of Black Wolf on behalf of Kenneth Kreiter; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 004-0144-02
- Amendatory Ordinance No. 04/05/21 – Town of Black Wolf on behalf of Keith & Amber Schneider; Rezoning from B-2 Community Business to R-1 Rural Residential for tax parcel no. 004-0288-01-02
- Amendatory Ordinance No. 04/06/21 – Town of Black Wolf on behalf of Joshua & Carly Parker; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 004-0505-02
- Amendatory Ordinance No. 04/07/21 – Town of Black Wolf on behalf of John Willeford; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 004-0196-06-01
- Amendatory Ordinance No. 04/08/21 – Town of Clayton; Rezoning from A-2 General Agriculture to P-1 Public Institutional for tax parcel no. 006-0340-03

- Amendatory Ordinance No. 04/09/21 – Town of Clayton on behalf of Luke & Ashley Herriges; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 006-0040-07-01, 006-0040-07-02, 006-0040-07-03 and 006-0040-07-04
- Amendatory Ordinance No. 04/10/21 – Town of Vinland on behalf of Harold Thorpe; Rezoning from B-3 General Business to B-2 Highway Business for tax parcel no. 026-0583
- Amendatory Ordinance No. 04/11/21 – Town of Utica on behalf of Multiple Property Owners; Rezoning from A-1 Agricultural District – Farmland Preservation to A-2 General Agriculture for multiple parcels; see list of parcels attached to Amendatory Ordinance No. 04/11/21 on the Winnebago County's website: <https://www.co.winnebago.wi.us/sites/default/files/CountyClerk/OtherDocuments/011 - town of utica a-1 0.pdf>
- Amendatory Ordinance No. 04/12/21 – Town of Black Wolf on behalf of Thomas Vrhovnik; Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 004-0497-03

### **RESOLUTIONS AND ORDINANCES**

- RESOLUTION NO. 145-042021: Commendation for Julie Dodd  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 146-042021: Commendation for Laura Todd  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 147-042021: Commendation for Michael Drews  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 148-042021: Commendation for Lee Ann Fronczak  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 149-042021: Disallow Claim of Ralph Gratz  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 150-042021: Authorize the Winnebago County Public Health Department to Accept a Grant from the Wisconsin Department of Health Services in the Amount of \$1,035,800, for COVID-19 Related Expenses and Appropriate the Funds to Program Expenses  
Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Two-Thirds of membership**
- RESOLUTION NO. 151-042021: Authorize a Capital Project for the Winnebago County Facilities Department to Clean and Repair the Masonry Facade of the Winnebago County Courthouse at a Cost of \$875,000, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Three-Fourths of membership**
- RESOLUTION NO. 152-042021: Authorize a Capital Project for the Winnebago County Facilities Department to Build a Sheriff's Office Evidence Storage Building at a Cost of \$305,500, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Three-Fourths of membership**



- RESOLUTION NO. 153-042021: Approve a Transfer of \$245,050 from the Winnebago County Undesignated General Fund Balance to the Winnebago County Parks Capital Outlay Account Due to a Shortfall of Revenues in Fiscal Year 2020 to cover Previously Approved Projects for the Asylum Point Island Bridge and North County Dog Park  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: 2/3rds of membership**
- RESOLUTION NO. 154-042021: Authorize a Capital Project for the Winnebago County Facilities Department to Replace the Roof on the Orrin King Building at a Cost of \$227,000, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Three-Fourths of membership**
- RESOLUTION NO. 155-042021: Authorize a Capital Project for the Winnebago County Facilities Department to Remodel and Update the District Attorney's Office Space at a Cost of \$190,000, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Three-Fourths of membership**
- RESOLUTION NO. 156-042021: Support of Increased County Child Support Funding  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
LEGISLATIVE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 157-042021: Authorize Execution of a Three-Year Enrollment Agreement with Microsoft  
Submitted by:  
INFORMATION SYSTEMS COMMITTEE  
Vote required: Majority of Those Present
- RESOLUTION NO. 158-042021: Supporting the Adoption of the Winnebago Waterways Program, Nine Key Elements Watershed Plan, Healthy Land/Healthy Water  
Submitted by:  
LAND CONSERVATION COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 159-042021: Amending the Table of Organization for the Winnebago County Emergency Management Department by Deleting a Part-Time Emergency Management Associate Position and Adding a Part-Time Emergency Management Specialist Position  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 160-042021: Approve North County Dog Park Site Access based on a 100-Year Lease Agreement Entered into with the Village of Fox Crossing for One Dollar  
Submitted by:  
PARKS & RECREATION COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 161-042021: Execute Easement Agreement between Winnebago County and Wisconsin Public Service Corporation  
Submitted by:  
AVIATION COMMITTEE  
**Vote required: Majority of Those Present**

RESOLUTION NO. 162-042021: Authorize Execution of Airport Operator's Agreement and Lease Between Basler Turbo Conversions, LLC d/b/a Basler Flight Service and Winnebago County

Submitted by:

AVIATION COMMITTEE

**Vote required: Majority of Those Present**

RESOLUTION NO. 163-042021: Authorize Execution of Airport Lease Between Kevin Green and Winnebago County

Submitted by:

AVIATION COMMITTEE

**Vote required: Majority of Those Present**

RESOLUTION NO. 164-042021: Authorize Execution of Airport Lease Between Katherine Stanis and Winnebago County

Submitted by:

AVIATION COMMITTEE

**Vote required: Majority of Those Present**

Respectfully submitted,  
Susan T. Ertmer  
Winnebago County Clerk  
(920) 232-3432

Upon request, provisions will be made for people with disabilities.

*(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)*

**PROCEEDINGS OF THE  
WINNEBAGO COUNTY BOARD OF  
SUPERVISORS**

**Special Orders Session  
March 2, 2021**

**and**

**Regular Session  
March 16, 2021**

**Winnebago County Courthouse  
415 Jackson Street  
Oshkosh, Wisconsin**

**Printed by authority of the Winnebago County Board  
Shiloh Ramos, Chairman Susan T. Ertmer, Clerk**

**SPECIAL ORDERS SESSION  
WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, MARCH 2, 2021**

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance.

The following Supervisors were present: 33 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Nussbaum, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 2 – Neuhoﬀ and Locke; Vacancy: 1

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adopt the agenda for this evening's meeting. CARRIED BY VOICE VOTE.

**Approve Proceedings from February 23, 2021 County Board Meeting**

Motion by Supervisor Lautenschlager and seconded by Supervisor Konetzke to approve the proceedings. County Clerk, Sue Ertmer, noted that due to technical diﬃculties, five supervisors' votes were entered as "Not Recorded". The Clerk's oﬃce contacted these supervisors to obtain their vote and to request from the board to change the records to show the corrected votes.

Motion by Supervisor Gordon and seconded by Supervisor Lautenschlager to amend the proceedings to correct the unrecorded votes. CARRIED BY VOICE VOTE.

Vote on Approval of Proceedings as Amended: CARRIED BY VOICE VOTE.

**PUBLIC HEARING**

No one from the public addressed the board.

**COMMITTEE REPORTS**

No reports.

**CHAIRMAN'S REPORT**

Chairman Ramos reported that Supervisor Neuhoﬀ and Locke are excused for this meeting.

Chairman Ramos announced that there would be a recommendation for the District 10 vacancy by March 16, 2021.

Chairman Ramos followed up on a question regarding the "Rank Order of Hierarchy" for motions to postpone indefinitely, to postpone to a date certain, and motion to refer back to committee. He will be conferring with Corporation Counsel to review and confirm his findings.

**CONSTRUCTION OF ADDITIONAL EVIDENCE GARAGE**

Sheriff John Matz introduced Kelly Schmitz, Evidence/Property Coordinator, to present the plans for construction of an additional evidence garage for the Winnebago County Sheriff's Department.

Ms. Schmitz explained the evidence retention and procedure policy. Everything is stored in a secured evidence garage or evidence room containing various shelves, freezers, locking cabinets and a safe. Retention of these items is based on the case outcome. Ms. Schmitz provided pictures of the storage facilities and how full the current ones are.

Even with constant purging of evidence, they are rapidly running out of storage space. The estimated cost of a 75-foot by 35-foot evidence building is \$305,500.00. This would include the building, fencing, HVAC/fire protection and professional fees.

Sheriff Matz and Ms. Schmitz then took questions from the board. A copy of this presentation is available in the County Clerk's oﬃce.

**PRELIMINARY 2020 UNAUDITED FINANCIAL RESULTS**

Vicky Fitzgerald, Winnebago County Finance Director, provided a report of the preliminary unaudited financial results. The County's fiscal year ended December 31, 2020. The audit will be conducted mid-April 2021. The audit will show the overall actual funds versus the budget. Ms. Fitzgerald reported the reasons for the general fund surplus for multiple departments in the county. She reported that these results are preliminary and adjustments can still be made through mid-March. Excess fund balances need to be managed via policies and procedures through the Finance Department with a structured plan.

Ms. Fitzgerald then took questions from the board. A copy of this presentation is available in the County Clerk's oﬃce.

## **FACILITIES DEPARTMENT 2021 CAPITAL PROJECTS REPORT**

Mike Elder, Director of Facilities and Property Management, reported on the 2021 capital projects for his department.

The first project is for masonry repair at the County Courthouse. The courthouse and other county facilities will be surveyed on a regular basis to identify potential masonry problems before they occur. The goal of this program is to maximize the life of the masonry surfaces covering the facilities. Mr. Elder described two different alternatives to consider for this project. The first would be to do minimal planning and just complete emergency repair. The second would be to have a proactive masonry maintenance program. The cost of this project for the courthouse is \$875,000.

The second project is roof replacement at the Orrin King building. The Orrin King and other county facilities will be surveyed to identify potential roof problems before they actually occur. The goal is to maximize the life of the roof surfaces. The cost of this project for the Orrin King building is \$211,600 for the repairs, \$15,400 for the planning and design.

The third project is the remodeling of the District Attorney's office. A complete tear out of all existing counter/cabinets is needed to create useable space. New walls will need to be added to create a scanning area, a conference room and a storage area; new carpet and painting throughout the whole office; new blinds for the windows. The office doors will be updated with card readers. The cost of this project is approximately \$190,000.

A resolution to approve these projects will be brought to the April, 2021 County Board meeting.

Mr. Elder then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

## **GRUNDMAN BOAT LANDING MASTER PLAN REPORT**

Vicky Redlin, Acting Winnebago County Parks Director, introduced Bruce Morrow from Ayres Associates, Inc., to present the Grundman Boat Landing Master Plan. The Parks Department put together a survey and provided a public-input ZOOM meeting to have the public share their concerns. Ms. Redlin introduced Bruce Morrow to discuss the plan.

Mr. Morrow described the current boat landing. Originally there was 65 spaces for parking boats; the new plan would increase the spaces to 124. The ramps to launch boats is 24 feet apart, the plan would increase the width to 32 feet apart. Two new launches would be added--currently there is only two launches. The breakwater would be extended to protect boats. The new plan would include a trail for people to fish from. The car and boat parking stalls would be widened from 10 feet to 11 feet wide. A restroom building; an open-air shelter for picnics; a kayak launch; a pier for dropping off or picking up passengers; split rail fencing to prevent kids from riding their bikes and skate boards thru the parking lot; light, cameras and a new car parking lot would also be added.

The total cost of this project would be \$1,830,249. Mr. Morrow provided a breakdown of the project.

Mr. Morrow and Ms. Redlin then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to adjourn until the Board's next meeting on Tuesday, March 16, 2021. CARRIED BY VOICE VOTE.

The meeting was adjourned at 8:50 p.m.

Respectfully submitted,  
Julie A. Barthels  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held March 2, 2021.

Julie A. Barthels  
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, MARCH 16, 2021**

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and the invocation by Supervisor Powers.

The following Supervisors were present: 33 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Neuhoﬀ, Nussbaum, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas; EXCUSED: 2 – Bolante and Locke; VACANT: 1.

Motion by Supervisor Albrecht and seconded by Supervisor Ellis to adopt the agenda for tonight's meeting.  
CARRIED BY VOICE VOTE.

**PUBLIC HEARING**

Three people spoke in opposition to COVID-19 related policies and procedures.

- Jennifer Koser – Winneconne; Diane Koser – Winneconne; Joan Paterson

**COMMUNICATIONS and PETITIONS**

- Notice of Claim:
  - Notice of Claim from Ralph Gratz for damage to his mailbox caused by a Winnebago County snow plow was referred to the Personnel & Finance Committee.
- Resolution from Other Counties:
  - Outagamie County – Resolution No. 122-2020-21 "Health and Human Services Committee regarding COVID-19 Pandemic" was referred to the Legislative Committee.
  - Price County – Resolution No. 8-21 "Request Elimination of the 0% Levy Cap Imposed on Wisconsin Counties" was referred to the Legislative Committee.
- Petition for Zoning:
  - 001 – Diane Kromm, Town of Omro, request to rezone tax parcel 016-0199-01 from R1 Rural Residential to A2 General Agriculture was referred to the Planning & Zoning Committee.

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Lautenschlager reported on his virtual attendance at the National Association of Counties Organization Legislative conference. Supervisor Norton and Supervisor Snider participated in this conference too. He commented on the sessions and committee meetings that he attended.

Supervisor Egan reminded the board of the virtual Legislative Committee meeting to be held on Monday, March 22, 2021 at 8:30 a.m. He stated that there are some interesting items on the agenda and encouraged Supervisors to listen in.

Supervisor Norton reported that every Monday morning at 11:00 a.m., the Wisconsin Counties Association has leadership conference zoom meetings that are interesting and educational.

Supervisor Defferding reported on his virtual attendance at the National Association of Counties Organization Justice and Public Safety Committee meeting. The Wisconsin Counties Association had their virtual Judicial and Public Safety Committee meeting on March 12, 2021. Supervisor Defferding commented on highlights from both meetings.

The February 23, 2021 County Board proceedings were approved at the March 2, 2021 Special Orders Session.

**COUNTY EXECUTIVE'S REPORT**

Executive Harris spoke in favor of two resolutions:

- Resolution No. 140-032021 – "Authorize a Capital Project for the Winnebago County Parks Department for Improvements to the East Exposition Campus (Expo) Stormwater Drainage, Camping and Road Infrastructure at a Cost of \$1,636,200 Funding with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue"
- Resolution No. 141-032021 – "Authorize a Capital Project from the Winnebago County Parks Department to Purchase a Field and Trail Mower at a Cost of \$180,000, Funded with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue"

Executive Harris stated that there have been a lot of changes to the state budget. Some of the changes should include compensation to counties. Mr. Harris feels that close attention will need to be given to the Joint Finance Committee regarding the Juvenile Justice changes. There are state prisoners that are currently housed in county jails. There is not enough state money to reimburse the counties \$55.00 per day for each prisoner. This expense will be on the county.



Executive Harris explained the process for bond payments that will be paid on April 1, 2021.

### **COUNTY EXECUTIVE'S APPOINTMENTS**

#### **Director of the Parks Department and Exposition Center**

Executive Mark Harris asked for the Board's approval of his appointment of Adam Breest as the Director of the Parks and Exposition Center. Motion by Supervisor Norton and seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Finch

#### **Winnebago County Housing Authority**

Executive Mark Harris asked for the Board's approval of his re-appointment of Scott Waterworth, 2280 Willow Hill Drive, Neenah to the Winnebago County Housing Authority. This is a five-year term that will expire April 21, 2026. Motion by Supervisor Ellis and seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

### **COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Ramos reported on the vacancy for District 10. The public announcement was posted and they have two candidates. A decision should be made by the April 20<sup>th</sup> County Board meeting.

Chairman Ramos is researching the possibility of meeting in-person and virtually by ZOOM by the April 20<sup>th</sup> meeting.

Chairman Ramos provided an update to the motion to postpone indefinitely. By making this motion, it prohibits further action on that resolution for that session. Corporation Counsel, Mary Anne Mueller, agreed with Chairman Ramos' findings.

Chairman Ramos reported that he hopes to have the County Board tour in July, 2021.

### **COUNTY BOARD CHAIRMAN'S APPOINTMENTS**

#### **Information Systems Committee**

Chairman Shiloh Ramos asked for the Board's approval of his appointment of Supervisor Jerry Finch to the Information Systems Committee. Supervisor Finch will replace Stephanie Spellman who has resigned from the Winnebago County Board. Motion by Supervisor Snider and seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.

#### **Personnel & Finance Committee**

Chairman Shiloh Ramos asked for the Board's approval of his appointment of Supervisor Morris Cox to the Personnel & Finance Committee. Supervisor Cox will replace Stephanie Spellman who has resigned from the Winnebago County Board. Motion by Supervisor Ellis and seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Wingren.

### **ZONING REPORTS AND ORDINANCES**

- Report No. 001 – A request for a zoning change from Katherine L. Biebl Trust, Carrice M. Faust, Gordon D. Faust and Marcia J. Faust; Town of Omro. Motion by Supervisor Ellis and seconded by Supervisor Joas to approve. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 03/01/21 – Request to Rezone from R-1/A-2 Rural Residential/General Agriculture to R-2/A-2 Suburban Low Density Residential/General Agriculture for tax parcel no. 016-0311. Motion by Supervisor Ellis and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: March 24, 2021)

### **RESOLUTIONS AND ORDINANCES**

#### **RESOLUTION NO. 135-032021: Commendation for Gina Eiden**

WHEREAS, Gina Eiden has been employed with the Winnebago County of Information Systems Department for the past twenty-eight years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Gina Eiden has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation be and is hereby extended to Gina Eiden for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Gina Eiden.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 136-032021: Commendation for Mark Binder**

WHEREAS, Mark Binder has been employed with the Winnebago County Sheriff's Office for the past twenty-five years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Mark Binder has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge his years of service.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation be and is hereby extended to Mark Binder for the fine services he has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Mark Binder.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 137-032021: Disallow Claim of Christopher J. Alexander**

WHEREAS, your Personnel and Finance Committee has had the claim of Christopher J. Alexander referred to it for review; and

WHEREAS, your Committee has investigated the claim and recommends it be disallowed by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Christopher J. Alexander, filed with the County Clerk on January 25, 2021, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 138-032021: Disallow Claim of Peter Long**

WHEREAS, your Personnel and Finance Committee has had the claim of Peter Long referred to it for review; and

WHEREAS, your Committee has investigated the claim and recommends it be disallowed by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Peter Long, filed with the County Clerk on December 21, 2020, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 139-032021: Disallow Claim of Christopher D. Turner**

WHEREAS, your Personnel and Finance Committee has had the claim of Christopher D. Turner referred to it for review; and

WHEREAS, your Committee has investigated the claim and recommends it be disallowed by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Christopher D. Turner, filed with the County Clerk on January 20, 2021, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Lautenschlager to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 140-032021: Authorize a Capital Project for the Winnebago County Parks Department for Improvements to the East Exposition Campus (Expo) Stormwater Drainage, Camping and Road Infrastructure at a Cost of \$1,636,200, Funded with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**

WHEREAS, the Winnebago County Parks Department Capital Project for improvements to the East Exposition Campus hereinafter "Expo" stormwater drainage, camping and road infrastructure at a cost of \$1,636,200 is a multi-phased project which aims to address major infrastructure problems at the Expo; and

WHEREAS, this Resolution addresses Phase 1 of the project; and

WHEREAS, the intent of Phase 1 of the project is to address three longstanding areas of concern that negatively impact the programming and functionality of the expo grounds. These concerns consist of:

(1) absence of an effective means for addressing storm water drainage;

(2) pronounced deficiencies in the amount and quality of available camping facilities given the sustained increase multi-day event bookings;

(3) an inadequate and outmoded array of security and monitoring devices that does not provide for reliable security and property protection on the Expo grounds.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a Capital Project for the Winnebago County Parks Department for improvements to the Expo for stormwater drainage, camping and road infrastructure, to be funded with either a transfer from the undesignated general fund balance, or with a subsequent bond issue.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for this Capital Project be advanced from the General Fund to be reimbursed from a subsequent bond issue if the project is funded with a bond issue.

Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Binder and seconded by Supervisor Ellis to adopt.

Motion by Supervisor Eisen to amend lines 24 & 25 to read as follows: "stormwater drainage, camping and road infrastructure. To be funded with an advance transfer from the undesignated general fund balance, to be paid with a subsequent bond issue." This motion died for lack of a second.

Vote on Resolution: AYES: 29; NAYES: 4 – Defferding, Wingren, Ellis and Farrey; ABSTAIN: 0; ABSENT: 2 – Bolante and Locke; VACANT: 1. CARRIED.

**RESOLUTION NO. 141-032021: Authorize a Capital Project for the Winnebago County Parks Department to Purchase a Field and Trail Mower at a Cost of \$180,000, Funded with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**

WHEREAS, Winnebago County Parks have over 20 miles of trails and over 100 acres of prairie and grassland that require mowing on a regular basis; and

WHEREAS, the department must make use of its inefficient older mowers to perform cutting operations on rough terrain; and

WHEREAS, a flail mower is needed to properly and safely mow these areas so that damage to equipment can be minimized and hazards from flying objects can be avoided, and

WHEREAS, the purchase of a 100+ HP tractor with rear and side flail mower attachments will facilitate the cutting of tall grass as well as heavy brush areas located both in and alongside numerous parks properties.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago County Parks Department to purchase a field and trail mower at a cost of \$180,000, to be funded with either a transfer from the undesignated general fund balance, or with a subsequent bond issue.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for this capital project be advanced from the General Fund to be reimbursed from a subsequent bond issue if the project is funded with a bond issue.

Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke and seconded by Supervisor Farrey to adopt. CARRIED BY VOICE VOTE.  
NAYES: 1 – Gabert.

**RESOLUTION NO. 142-032021: Approve the Winnebago County Coroner's Office to Transfer \$53,905 from the Other Fees Revenue and Automobile Allowance Accounts to Other Operating Expenses – Pathology Services and Transportation Accounts to Cover Additional Autopsy Fees Due to an Increase in Deaths**

WHEREAS, the Winnebago County's Coroner's Office was under budget for the fiscal year 2020, however expenses associated with autopsies were over by \$53,903; and  
WHEREAS, additional revenues were collected for cremations due to increased deaths; and  
WHEREAS, in 2019 Winnebago County had 86 autopsies, which included 20 overdoses, and in 2020, Winnebago County had 111 autopsies, which included 37 overdoses; and  
WHEREAS, in addition to the overdoses that required autopsies, Winnebago County had 18 inmate deaths due to the addition of the prison's palliative care unit; and  
WHEREAS, autopsies are required for all inmate deaths as they are considered in custody deaths.  
NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the Winnebago County Coroner's Office to transfer \$53,905 from the other fees revenue and automobile allowance accounts to other operating expenses – pathology services and transportation accounts to cover additional autopsy fees due to an increase in deaths.

Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Wingren and seconded by Supervisor Brunn to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 143-032021: Approve the Winnebago County Treasurer's Office to Transfer \$25,100 from the Interest on Taxes Revenue Account to Other Operating Expenses – Accounting Fees Account to Cover Additional Banking Fees Due to the Decline in Banking Interest Income Rates**

WHEREAS, Winnebago County's banking fee schedule for the operating checking account is offset by interest earned on the funds in the account; and  
WHEREAS, in March 2020, interest rates decreased sharply, so the interest earned was not enough to offset the banking fees, as it was the past couple of years; and  
WHEREAS, the interest on delinquent taxes was more than what was budgeted, thus allowing for a transfer to cover the additional banking fees.  
NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the Winnebago County Treasurer's Office to transfer \$25,100 from the interest on taxes revenue account to other operating expenses – accounting fees account to cover additional banking fees due to the decline in banking interest income rates

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 144-032021: Reauthorizing Self-Insured Program for Workers' Compensation**

WHEREAS, Winnebago County is a qualified political subdivision of the State of Wisconsin; and  
WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted from insuring liabilities with a carrier and be self-insured thereby assuming the responsibility for its own worker's compensation risk and payment; and  
WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and  
WHEREAS, the Personnel and Finance Committee at its meeting of March 4, 2021, approved the continuation of the self-insured worker's compensation program in compliance with Wisconsin Administrative Code DWD 80.60(3);  
NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the self-insured program for workers' compensation for employees of Winnebago County, which is currently in effect, shall be continued; and that the County Clerk shall forward a certified copy of this Resolution to the Wisconsin Department of Workforce Development, Worker's Compensation Division.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

Motion by Supervisor Albrecht and seconded by Supervisor Ellis to adjourn until the April 20, 2021 meeting at 6:00 p.m. The meeting was adjourned at 7:38 p.m.

Submitted by:  
Julie A. Barthels  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held March 16, 2021.

Julie A. Barthels, Winnebago County Deputy Clerk

SHILOH J. RAMOS  
Winnebago County Board Chairman



112 OTTER AVENUE  
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 232-3430  
FOX CITIES (920) 727-2880  
FAX (920) 303-3025  
E-mail: shiloh.ramos@co.winnebago.wi.us

**Winnebago County**  
*The Wave of the Future*

TO: Winnebago County Board of Supervisors  
FROM: Chairman Shiloh Ramos  
DATE: April 20, 2021  
RE: Appointment to Supervisor District No. 10

Subject to your approval, I am appointing Bryan D. Stafford, 1132 Tullar Road, Neenah, Wisconsin; to Supervisor District No.10. Mr. Stafford will complete the unexpired term of Stephanie Spellman who resigned from the board. Mr. Stafford's term will begin immediately and end on April 19, 2022.

Thank you in advance for your approval of this appointment.



**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5570 filed with the County Clerk by:

KROMM, DIANE M, Town of OMRO and referred to the Planning and Zoning Committee on 3/16/2021 and

WHEREAS, a Public Hearing was held on 3/30/2021, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: KROMM, DIANE M  
Agent(s):

Location of Premises Affected: 4650 GINNOW RD OMRO, WI 54963

Legal Description: Being all of Lot 1 of CSM-1784 located in part of the NW 1/4 of the SE 1/4, Section 6, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-0199-01

Sewer:  Existing       Required       Municipal       Private System  
Overlay:  Airport       SWDD       Shoreland       Floodplain       Microwave       Wetlands

WHEREAS,  
Applicant is requesting a rezoning to A-2 General Agriculture,  
And  
WHEREAS, we received notification from the Town of OMRO recommending Approval  
And  
WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

The Town of OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: Approval without conditions.

- 1. The Town of Omro has approved.
- 2. There were no objections.
- 3. Proposed use is compatible with adjacent uses.
- 4. Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district.

Findings were made in consideration of Section 23.7-5(b)(1),(2),&(3).

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 5-0

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby [ADOPTED] OR [DENIED].

\_\_\_\_\_  
For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 040121**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5570 as follows:

Being all of Lot 1 of CSM-1784 located in part of the NW 1/4 of the SE 1/4, Section 6, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential,

TO: A-2 General Agriculture,

Adopted/ Denied this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

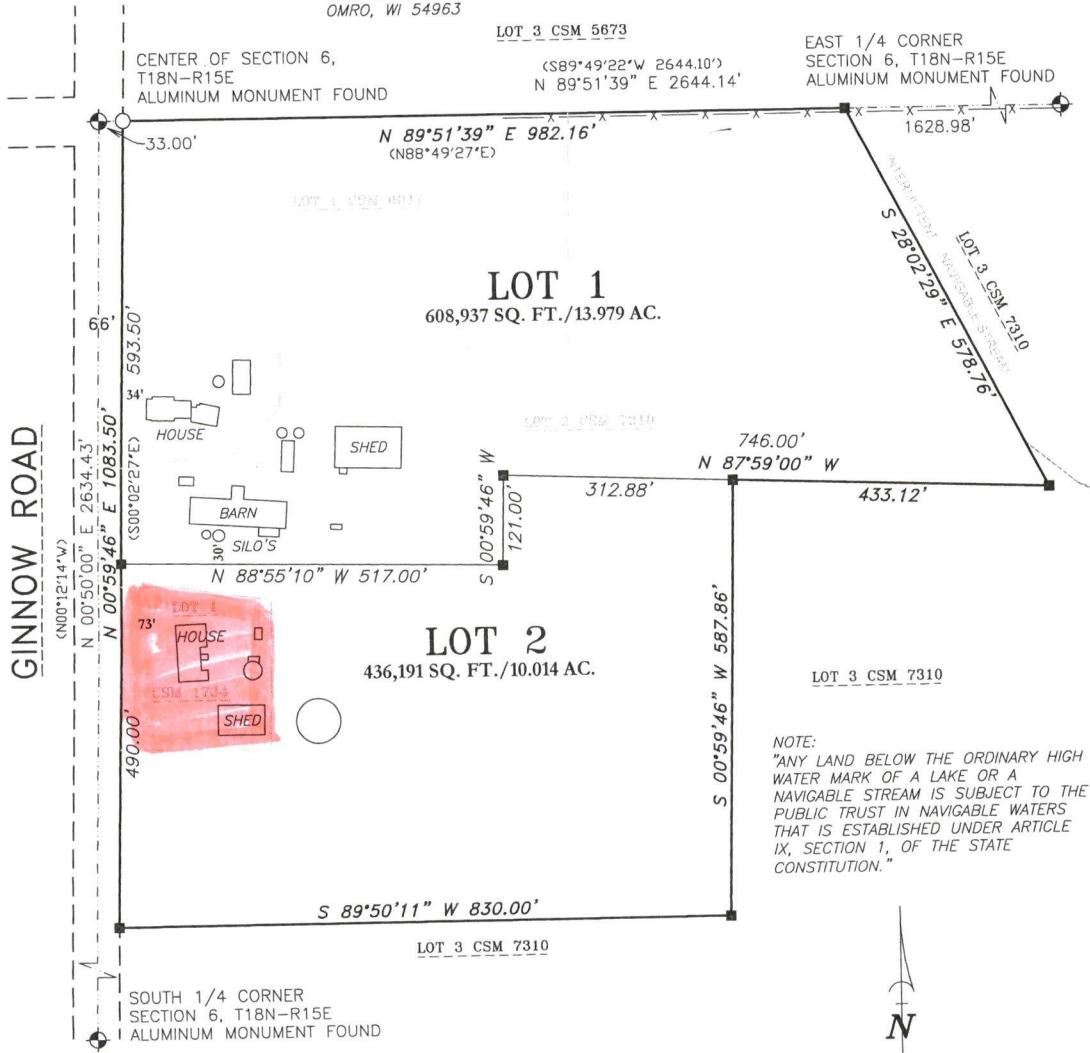
\_\_\_\_\_  
Jon Doemel  
County Executive

County Board Supervisory district 34 ELLIS

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

ALL OF LOT 1 OF CERTIFIED SURVEY MAP 1784,  
 ALL OF LOT 1 OF CERTIFIED SURVEY MAP 6011,  
 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP  
 7310, ALL BEING PART OF THE NORTHWEST 1/4 OF  
 THE SOUTHEAST 1/4, IN SECTION 6, TOWNSHIP 18  
 NORTH, RANGE 15 EAST, TOWN OF OMRO,  
 WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:  
 DIANE KROMM  
 4650 GINNOW ROAD  
 OMRO, WI 54963



GINNOW ROAD

LOT 3 CSM 5673

EAST 1/4 CORNER SECTION 6, T18N-R15E ALUMINUM MONUMENT FOUND

CENTER OF SECTION 6, T18N-R15E ALUMINUM MONUMENT FOUND

**LOT 1**  
 608,937 SQ. FT. / 13.979 AC.

**LOT 2**  
 436,191 SQ. FT. / 10.014 AC.

LOT 3 CSM 7310

NOTE:  
 "ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

**LEGEND**

- 1-1/4" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- 3/4" REBAR FOUND
- ◆ GOVERNMENT CORNER FOUND
- ✱ FENCE LINE
- ( ) RECORDED AS



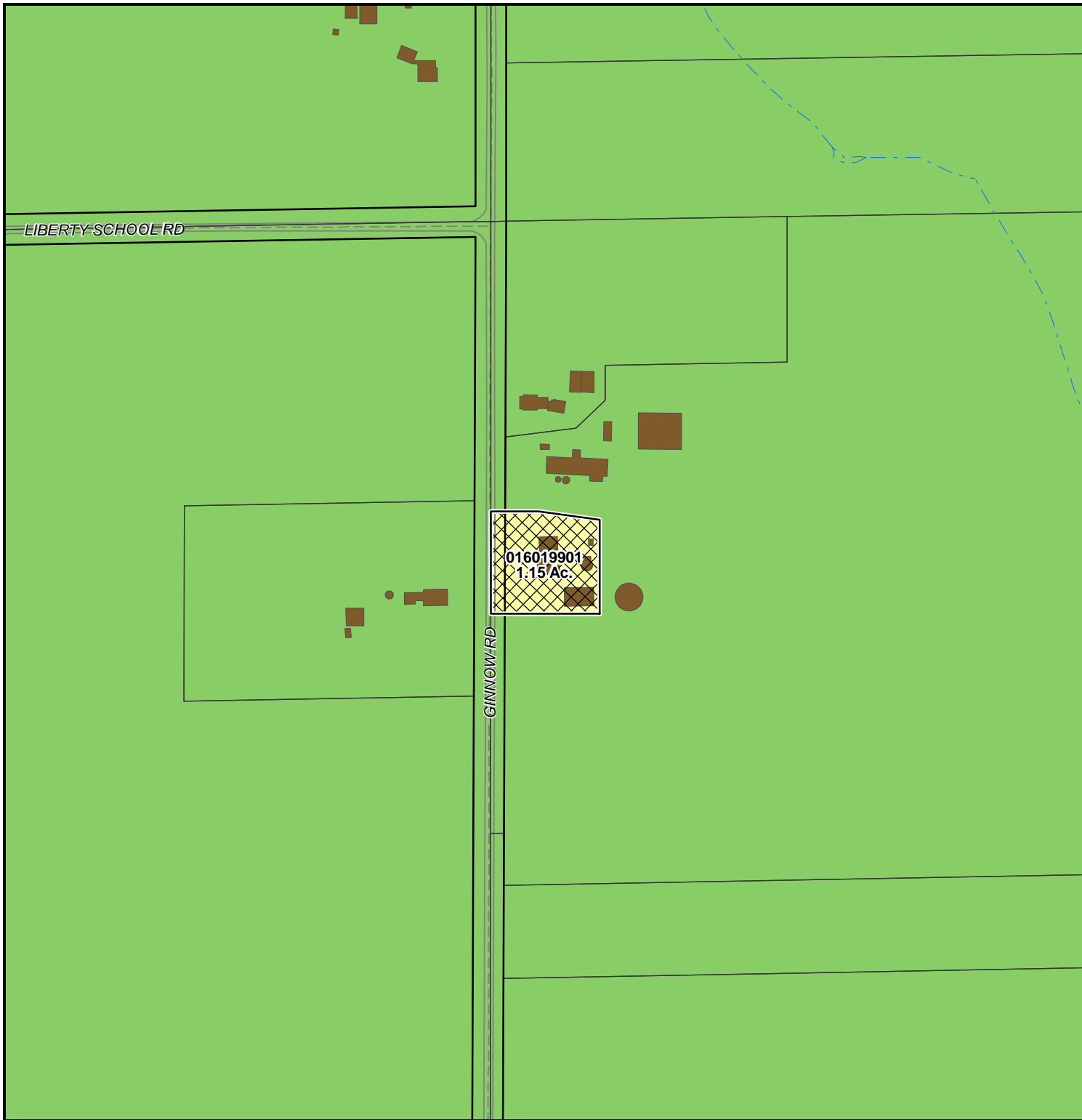
Scale 1 inch = 200 feet  
 BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983(1997) IN WHICH THE WEST LINE OF THE SOUTHEAST 1/4, OF SECTION 06, BEARS N00°50'00"E

**Martenson & Eisele, Inc.**



Planning  
 Environmental  
 Surveying  
 Engineering  
 Architecture  
 109 West Main Street  
 Omro, WI 54963  
 www.martenson-eisele.com  
 P 920.685.6240 F 920.685.6340

PROJECT NO. 0-0534-003  
 FILE 0534003CSM SHEET 1 OF 3  
 This instrument was drafted by: DSL



**Application #21-ZC-5570**

Date of Hearing:

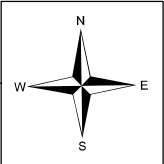
March 30, 2021

Owner(s):

KROMM, PETER I /  
KROMM, DIANE M

Subject Parcel(s):

016019901



Winnebago County  
WINGS Project

**Scale**

1 inch : 300 feet

**County Zoning Districts**

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial  
Zoning Jurisdiction

Incorporated Area

○ = SITE

**Application #21-ZC-5570**

Date of Hearing:

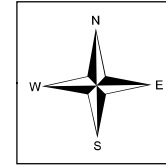
March 30, 2021

Owner(s):

KROMM, PETER I /  
KROMM, DIANE M

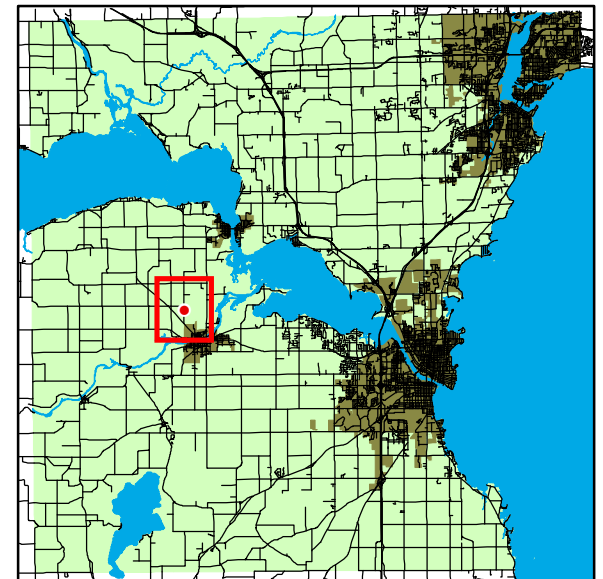
Subject Parcel(s):

016019901



Winnebago County  
WINGS Project

● = SITE



1 inch : 2,000 feet

**WINNEBAGO COUNTY**

DATE: 04/20/21

# R E S O L U T I O N

No. 002

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/02/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of Thomas and Patti Fenner and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **R-1 (Rural Residential)** of said ordinance, which it now and heretofore had, to the zoned district of **A-2 (General Agriculture)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0434-02**; FROM **R-1** TO **A-2**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**





Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*





R-1 (Rural Residential)  
to A-2 (General Farming)

F2U: Residential

# TOWN OF BLACK WOLF

380 E. Black Wolf Ave.  
Oshkosh, Wisconsin 54902

Office: (920) 688-1404  
Fax: (920) 688-1405

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Thomas + Patti Fenner

Address of Owner: 7017 Howlett Rd

Oshkosh, WI 54902

2. Name of Applicant: (SAME)

Address of Applicant: \_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable): That portion of parcel #004-0434-02 in Town Zoning that is currently not zoned A-2. See attached maps.

4. Tax Parcel Number (if existing parcel): 004-0434-02

5. Section: 29 Town: 17N Range: 17E

6. Existing Zoning: R-1 Name of District: Rural Residential

7. Proposed Zoning: A-2 Name of District: General Farming

To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- > The Town of Black Wolf has a Comprehensive Plan
- > The zoning change is in compliance with that comprehensive plan.
- > The Comprehensive Plan calls for the Town to maintain Rural Character
- > Rezoning back to A-2 will help maintain Rural Character
- > Reconfiguring the parcels makes for a more appropriate R-1 Parcel.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on June 4, 2018, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas G. Verstegen  
Thomas G. Verstegen

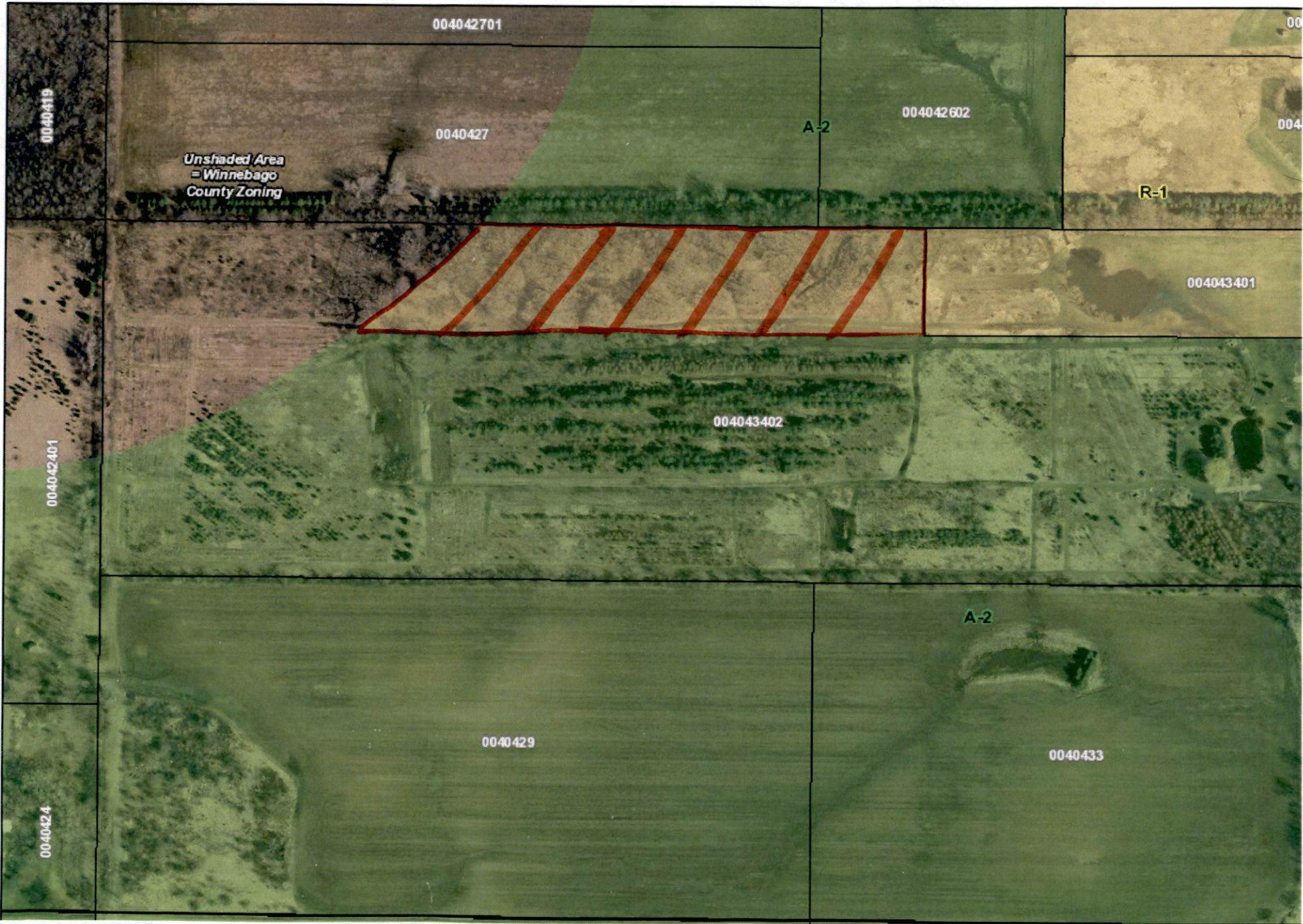
Date: 6-18-18





- To be rezoned

# Black Wolf Town Zoning Site Ma



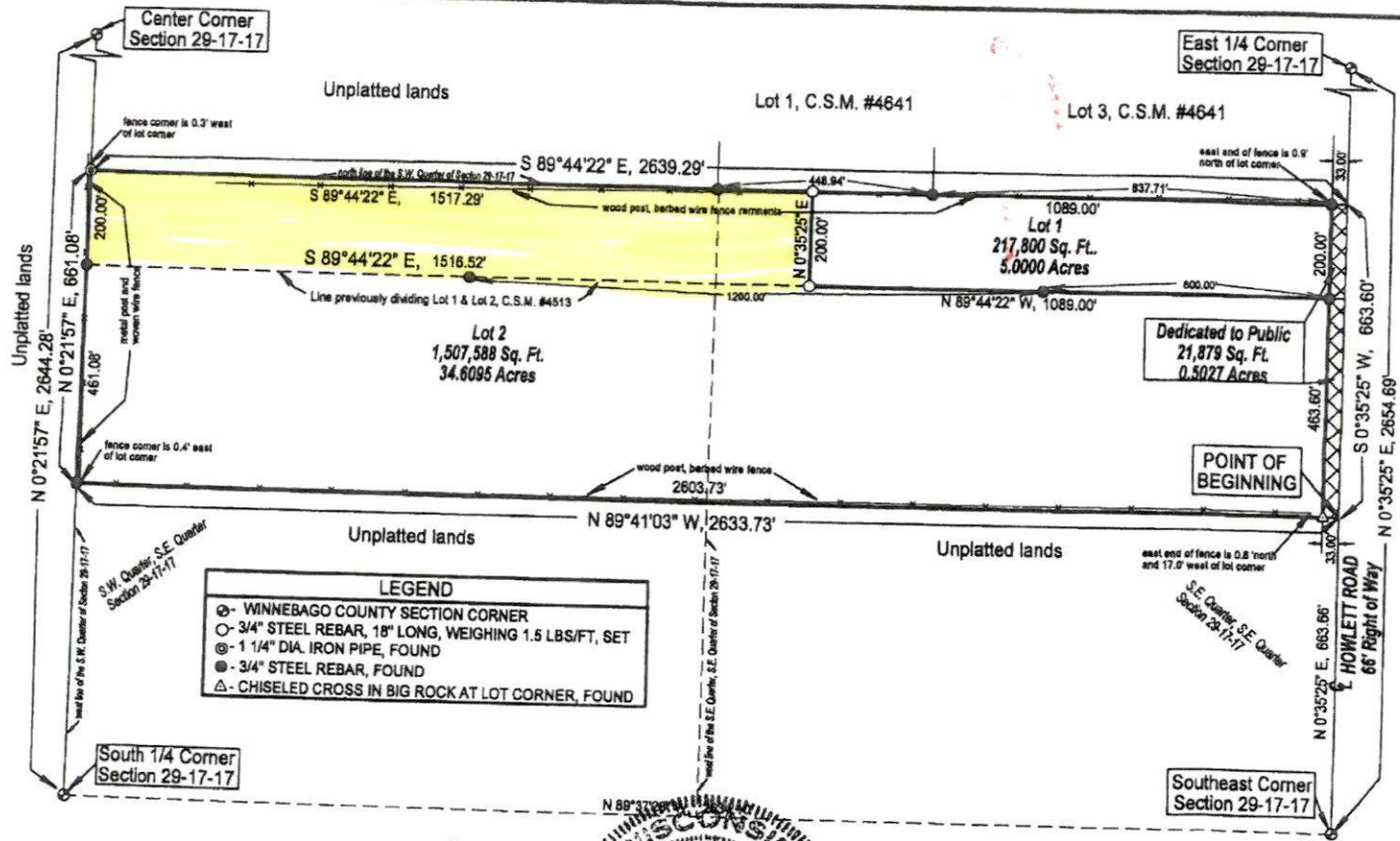


# CERTIFIED SURVEY MAP NUMBER

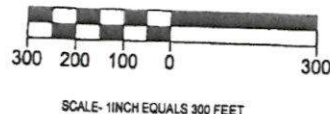
BEING A RECONFIGURATION OF CERTIFIED SURVEY MAP NUMBER 4513, WHICH IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, IN THE TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR: Thomas D. and Patti A. Fenner  
PARCEL NUMBERS: 0040430 & 0040434

Survey Dated: April 30, 2018



LEGEND	
⊙	WINNEBAGO COUNTY SECTION CORNER
○	3/4" STEEL REBAR, 18" LONG, WEIGHING 1.5 LBS/FT, SET
⊙	1 1/4" DIA. IRON PIPE, FOUND
●	3/4" STEEL REBAR, FOUND
△	CHISELED CROSS IN BIG ROCK AT LOT CORNER, FOUND



**FRUEH CONSULTING SERVICES, LLC**  
**LAND SURVEYING**  
 P. O. Box 282, Oshkosh Wisconsin 54903  
 TELEPHONE (920) 235-0279

*Yellow highlight - To be rezoned*



CERTIFIED SURVEY MAP NUMBER \_\_\_\_\_

BEING A RECONFIGURATION OF CERTIFIED SURVEY MAP NUMBER 4513, WHICH IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, IN THE TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
:SS  
WINNEBAGO COUNTY)

I, WILLIAM D. FRUEH, Wisconsin Registered Land Surveyor do hereby certify:

That I have surveyed, divided and mapped a parcel being a reconfiguration of Certified Survey Map Number 4513, which is part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 17 East, in the Town of Black Wolf, Winnebago County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southeast Corner of said Section 29, Township 17 North, Range 17 East; thence North 0°35'25" East, along the East line of the Southeast Quarter of said Section 29, a distance of 663.66 feet; the POINT OF BEGINNING; thence North 89°41'03" West, a distance of 2633.73 feet, to the west line of the Southeast Quarter of said Section, thence North 0°21'57" East, along the west line of said Southeast Quarter, a distance of 661.08 feet, to the north line of said Southeast Quarter, thence South 89°44'22" East, along the north line of said Southeast Quarter, a distance of 2639.29 feet, to the east line of said Southeast Quarter, thence South 0°35'25" West, along the east line of said Southeast Quarter, a distance of 663.60 feet, to the POINT OF BEGINNING; said described tract containing 1,747,285 Square Feet (40.1121 Acres), more or less.

SAID PARCEL IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I have made this survey by the direction of Thomas D. and Patti A. Fenner, owners of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

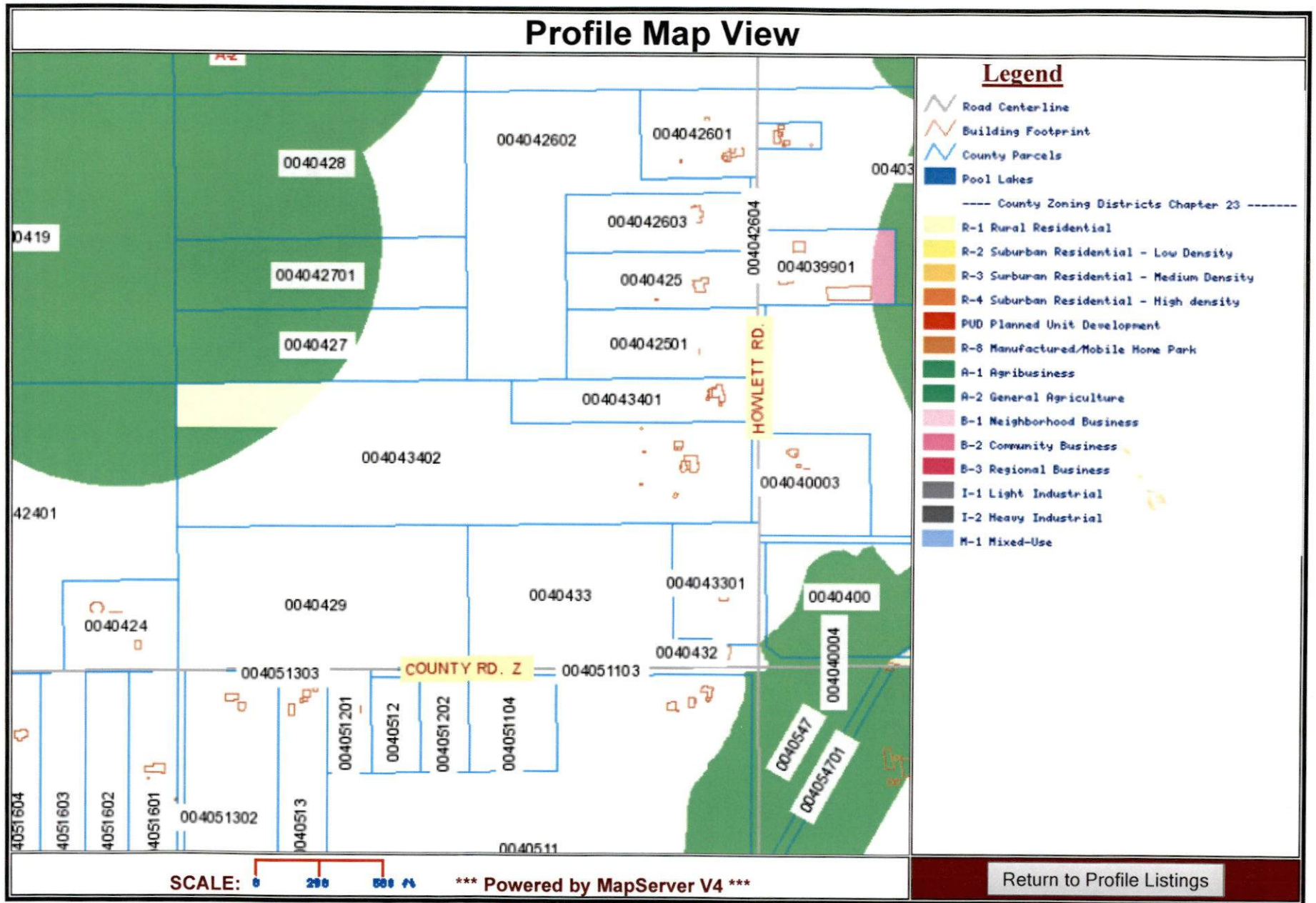
This CSM is contained wholly within the property described in the following Parcel Numbers: 0040430 and 0040434. The Document Numbers of the property are 1723127 & 1762923.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Subdivision Ordinance of the Town of Black Wolf.

4/30/18  
Date

William D. Frueh  
William D. Frueh, Registered Land Surveyor S-1926





DATE: 04/20/21

# R E S O L U T I O N

No. 003

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/03/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of Rodney & Paula Measure and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF BLACK WOLF, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0175-01**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**





Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. **Rodney & Paula Measure** - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



A-2 (General Farming)  
to R-1 (Rural Residential)

FZU: Residential  
Environmental



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902  
Office: (920) 688-1404 info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Rodney and Paula Measure  
 Address of Owner: 6801 Country Club Road  
Oshkosh, WI 54902

2. Name of Applicant: (Same)  
 Address of Applicant: \_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable): Lot 1 of CSM 7557

4. Tax Parcel Number (if existing parcel): 004-0175-01

5. Section: 25 Town: 17 N Range: 16 E

6. Existing Zoning: A-2 Name of District: General Farming

7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied \_\_\_\_\_

### 9. Findings:

- The Town of Black Wolf has a Comprehensive Plan
- The zoning change is in compliance with that comprehensive plan.

- There are 5 residential lots within 1000ft of the parcel.
- The zoning change is required to make the 5 acre parcel compliant with the Town's Zoning Ordinance.
- The CSM creating the 5 acre parcel has already been approved.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on November 4, 2019, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
Thomas G. Verstegen

Date: 2-8-2021

CERTIFIED SURVEY MAP NO. 7557

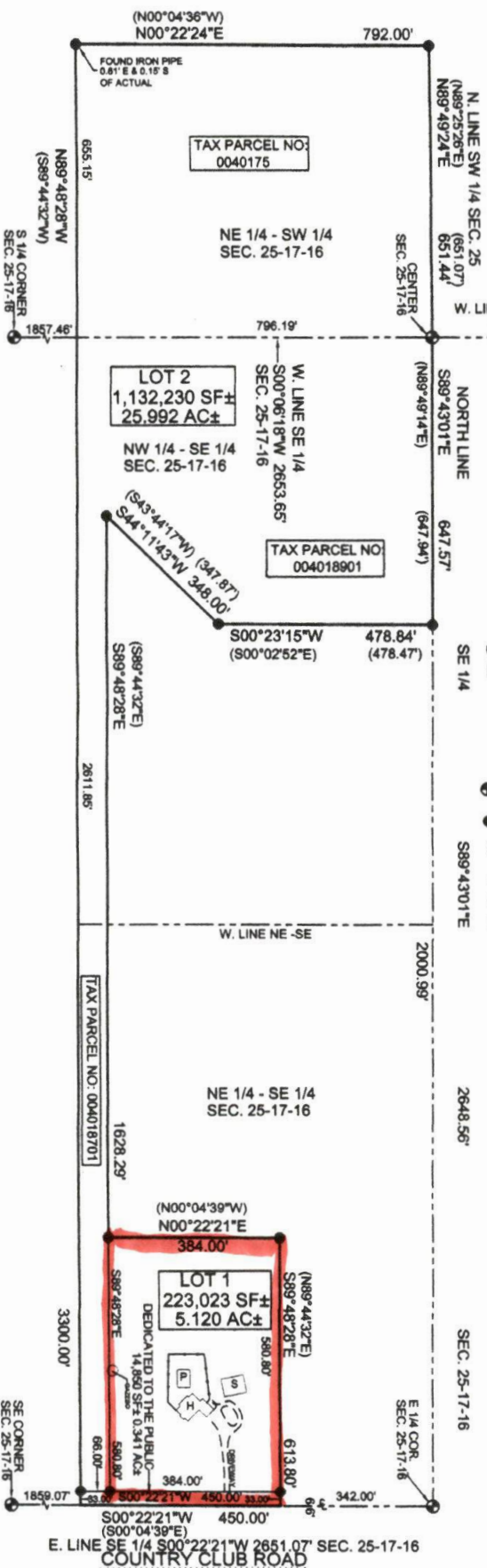
VOLUME \_\_\_\_\_

PAGE \_\_\_\_\_

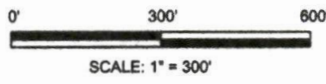
SHEET 1 OF 3

# CERTIFIED SURVEY MAP

FOR  
RODNEY MEASURE  
BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4  
AND IN THE NORTH 1/2 OF THE SOUTHEAST 1/4  
ALL IN SECTION 25,  
T. 17 N., R. 16 E., TOWN OF BLACK WOLF,  
WINNEBAGO COUNTY, WI.



NOTE: NORTH POINT & BEARINGS REF. TO THE EAST LINE SEC. 25-17-16, WHICH BEARS S 00°-22'-21" W. (WINNEBAGO COUNTY COORDS.)



## LEGEND

- ⊙ ALUM. MONUMENT FOUND IN PLACE
- 1" (ID) IRON PIPE FOUND IN PLACE
- ( ) RECORDED AS
- H - HOUSE
- S - SHED
- P - POOL

Eric S. Freiberg  
P.L.S. NO. 2488  
ET SURVEYING, INC.  
(920)948-4088

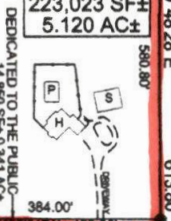
TOTAL  
1,370,103 SF±  
31.453 AC±

TAX PARCEL NO:  
0040175

LOT 2  
1,132,230 SF±  
25.992 AC±

TAX PARCEL NO  
004018901

LOT 1  
223,023 SF±  
5.120 AC±





DATE: 04/20/21

# R E S O L U T I O N

No. 004

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/04/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of Kenneth Kreiter and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0144-02**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

Jon Doemel

County Board Supervisory district **32 - Keller**



Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. **Kenneth Kreiter** - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



# Town of Black Wolf

A-2 (general farming)  
to R-1 (rural residential)  
FLU: Residential  
(City of Oshkosh)

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

- Name of Property Owner: Kenneth Kreiter  
Address of Owner: 1118 Cty Rd I  
Oshkosh, WI 54902
- Name of Applicant: Russell Moss  
Address of Applicant: 3472 Lone Elm Ave  
Van Dyne, WI 54979
- Legal Description of area to be rezoned (attach CSM, if applicable): Lot 1 of CSM # 7552
- Tax Parcel Number (if existing parcel): 004-0144-02
- Section: 24 Town: 17 N Range: 16 E
- Existing Zoning: A-2 Name of District: General Farming
- Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- > The Town of Black Wolf has a Comprehensive Plan
- > The zoning change is in compliance with that comprehensive plan.

> The CSM creating the 8 acre parcel has already been approved.

> The zoning change is required to make the 8 acre parcel conform to the Town's Zoning Ordinance. (10 acre minimum for A-2 zoning)

> There are scattered residential parcels along County Rd I

I, Thomas G. Versteegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on August 5, 2019, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Versteegen  
Thomas G. Versteegen

Date: 2/8/2021





DATE: 04/20/21

# R E S O L U T I O N

No. 005

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/05/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of Keith & Amber Schneider and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **B-2 (Community Business)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0288-01-02**; FROM **B-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**



Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

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**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

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**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902  
Office: (920) 688-1404 info@townofblackwolf.com

*B-2 (Community Business)  
to R-1 (Rural Residential)  
FLU: Residential  
(City of Oshkosh)*

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Keith and Amber Schneider  
 Address of Owner: 4780 Cty Rd R  
Oshkosh, WI 54902
2. Name of Applicant: (Same)  
 Address of Applicant: \_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable): That portion of Lot 2, CSM #7521 that is not zoned R-1.

4. Tax Parcel Number (if existing parcel): 004-0288-01-02

5. Section: 18 Town: 17 N Range: 17 E

6. Existing Zoning: B-2 Name of District: Community Business

7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- The Town of Black Wolf has a Comprehensive Plan
- The zoning change is in compliance with that comprehensive plan.

➤ A strip of land 11.63 feet wide was purchased from an adjoining property to accomodate a drive way.

➤ The small strip of land is zoned B-1

➤ A zoning change is required to avoid dual zoning on the same parcel.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on August 5, 2019, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
Thomas G. Verstegen

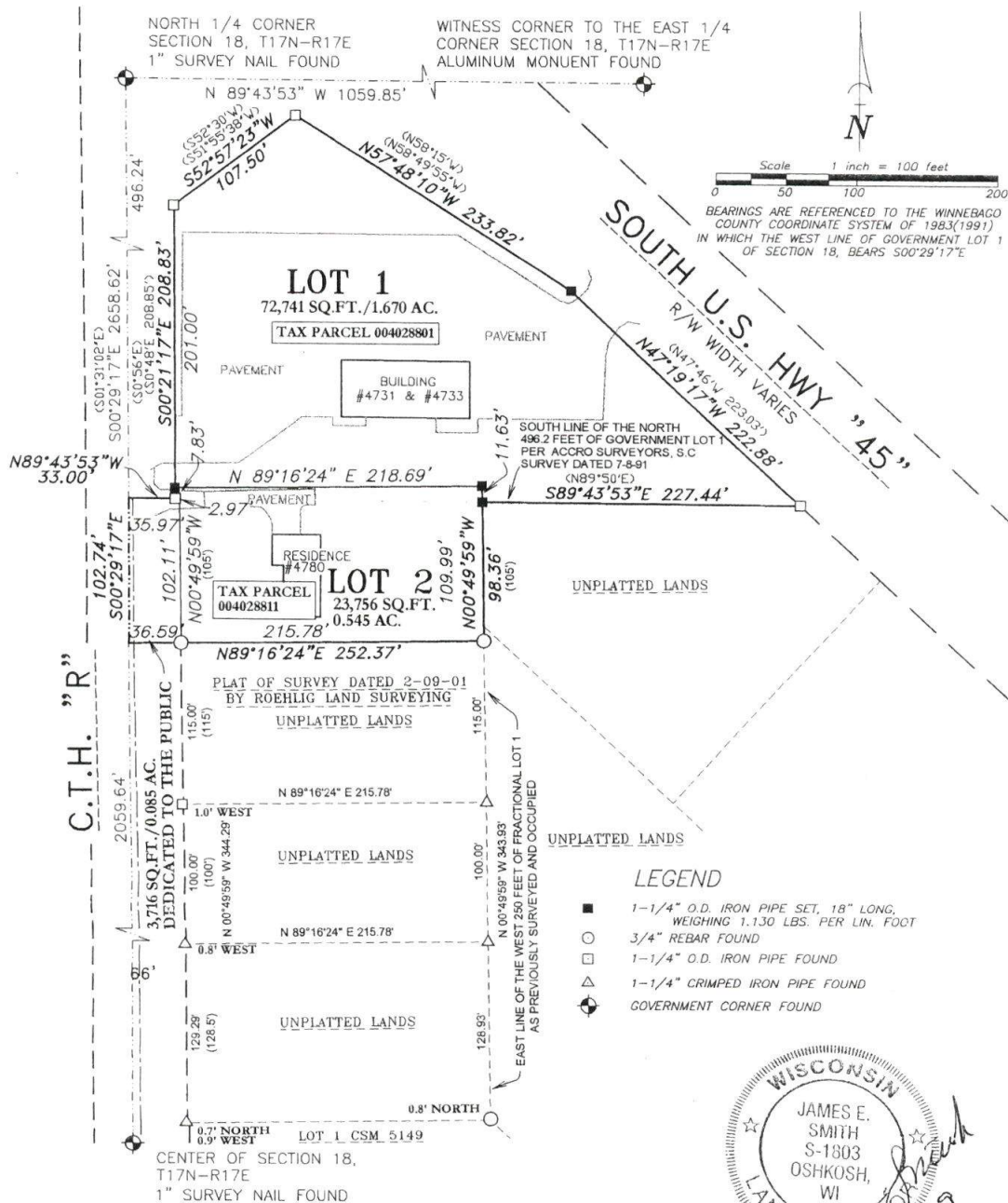
Date: 2/8/2021



**CERTIFIED SURVEY MAP NO. 7521**

PART OF GOVERNMENT LOT 1, IN SECTION 18,  
TOWNSHIP 17 NORTH, RANGE 17 EAST, TOWN OF  
BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:  
JOHN TOTH  
2531 N. 89TH STREET  
WAUWATOSA, WI 53226

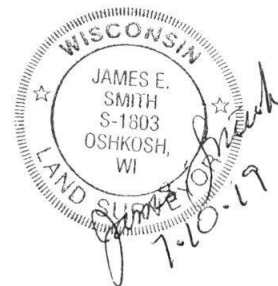


**Martenson & Eisele, Inc.**



101 West Main Street  
Omro, WI 54963  
www.martenson-eisele.com  
P 920.685.6240 F 920.685.6340

Planning  
Environmental  
Surveying  
Engineering  
Architecture



PROJECT NO. 0-2372-001  
FILE 2372001CSM SHEET 1 OF 4  
This instrument was drafted by: DSL



# Black Wolf Town Zoning Site Map

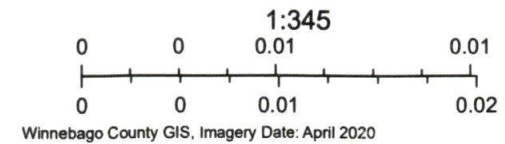


2/10/2021, 9:13:52 AM

District Code / Description

- A-1 - Agri-Business
- A-2 - General Farming
- R-1 - Rural Residential (Non-Subdivided)

- R-2 - Suburban Residential (Subdivided)
- R-3 - Two Family Residential
- R-4 - Multiple-Family Residential (Sewered)
- R-5 - Planned Residential (Sewered)
- MH-1 - Mobile Home (Subdivided, Sewered)
- B-1 - Local Service
- B-2 - Community Business
- B-3 - General Business

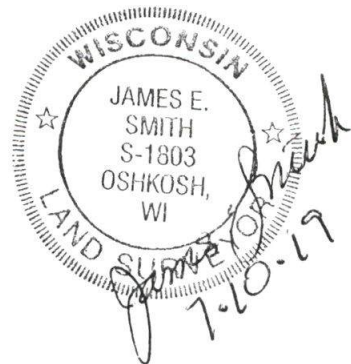
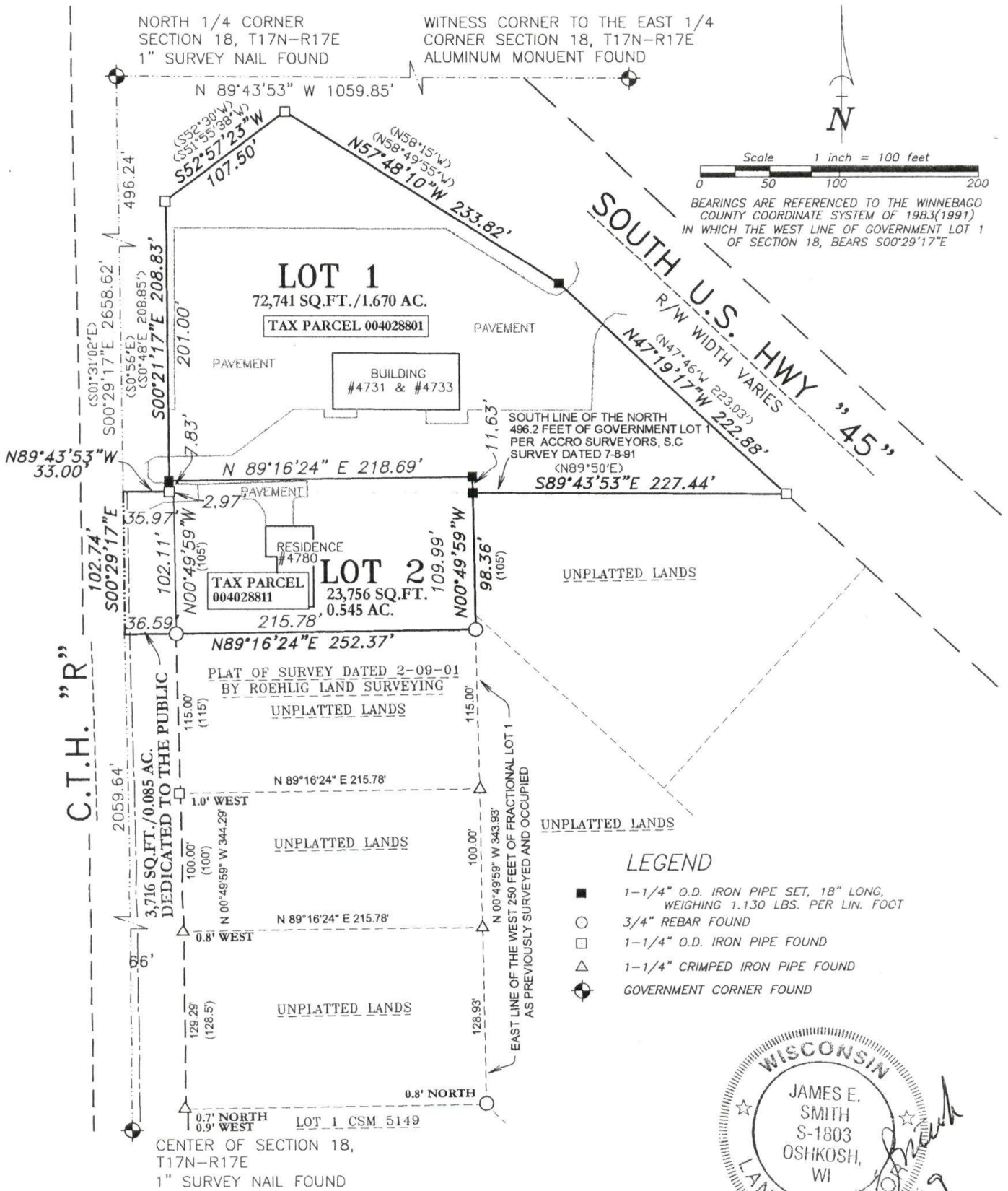




**CERTIFIED SURVEY MAP NO. 7521**

PART OF GOVERNMENT LOT 1, IN SECTION 18,  
TOWNSHIP 17 NORTH, RANGE 17 EAST, TOWN OF  
BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:  
JOHN TOH  
2531 N. 89TH STREET  
WAUWATOSA, WI 53226



**Martenson & Eisele, Inc.**



101 West Main Street  
Omro, WI 54963  
www.martenson-eisele.com  
P 920.685.6240 F 920.685.6340

Planning  
Environmental  
Surveying  
Engineering  
Architecture

PROJECT NO. 0-2372-001  
FILE 2372001CSM SHEET 1 OF 4  
This instrument was drafted by: DSL

DATE: 04/20/21

# R E S O L U T I O N

No. 006

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/06/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of Joshua & Carly Parker and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0505-02**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**

CARY A ROWE  
Zoning Administrator

zoningdepartment@co.winnebago.wi.us



Winnebago County  
Zoning Department  
*The Wave of the Future*

112 OTTER AVE, PO BOX 2808  
OSHKOSH, WI 54903-2808

OSHKOSH (920) 232-3344  
FOX CITIES (920) 727-2880  
FAX (920) 232-3347

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



# Town of Black Wolf

A-2 (General Farming)  
to R-1 (Rural Residential)  
FLU: Ag & Rural

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902  
Office: (920) 688-1404 info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

- Name of Property Owner: Joshua and Carly Parker  
Address of Owner: 1027 Martin Ave  
Fond du Lac, WI 54935
- Name of Applicant: Leon Luker  
Address of Applicant: 7558 Swiss Rd  
Oshkosh, WI 54902
- Legal Description of area to be rezoned (attach CSM, if applicable): Lot 2 of CSM #5289
- Tax Parcel Number (if existing parcel): 004-0505-02
- Section: 31 Town: 17 N Range: 17 E
- Existing Zoning: A-2 Name of District: General Farming
- Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- > The Town of Black Wolf has a Comprehensive Plan
- > The zoning change is in compliance with that comprehensive plan.

> A minimum of 10 acres is required for A-2 Zoning in the Town of Black Wolf

> The CSM (#5289) creating this 2.0 Acre parcel has been approved.

> This zoning change is required to make the zoning conform with the Town's Zoning Ordinance.

> There are 9 parcels within 1000 ft Zoned Residential

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on July 1, 2021, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
Thomas G. Verstegen

Date: 2/8/2021







DATE: 04/20/21

# R E S O L U T I O N

No. 007

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/07/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of John Willeford and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0196-06-01**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2021.

---

Jon Doemel

County Board Supervisory district **32 - Keller**

CARY A ROWE  
Zoning Administrator

zoningdepartment@co.winnebago.wi.us



Winnebago County  
Zoning Department  
*The Wave of the Future*

112 OTTER AVE, PO BOX 2808  
OSHKOSH, WI 54903-2808

OSHKOSH (920) 232-3344  
FOX CITIES (920) 727-2880  
FAX (920) 232-3347

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



A-2 (General Farming)  
to R-1 (Rural Residential)  
FLU: Ag & Rural

# TOWN OF BLACK WOLF

380 E. Black Wolf Ave.  
Oshkosh, Wisconsin 54902

Office: (920) 688-1404  
Fax: (920) 688-1405

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: John Willeford

Address of Owner: 7794 Country Club Rd  
Oshkosh, WI 54902

2. Name of Applicant: (Same)

Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable):  
Lot 1 of newly approved CSM (see Attached) CSM # 7451

4. Tax Parcel Number (if existing parcel): 004-0496-06-01

5. Section: 31 Town: 17 N Range: 17 E

6. Existing Zoning: A-2 Name of District: General Farming

7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:
- The Town of Black Wolf has a Comprehensive Plan
  - The zoning change is in compliance with that comprehensive plan.
  - There are 5 parcels zoned R-1 within 1000 ft of this parcel.
  - The newly approved CSM requires this zoning change for the parcel to be compliant.
  - There was no opposition to the zoning change from neighbors.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on January 17, 2019, and that all required notices were posted and/or mailed as required by local ordinance.

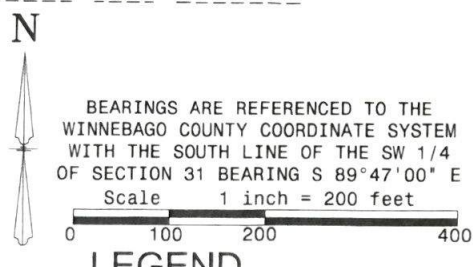
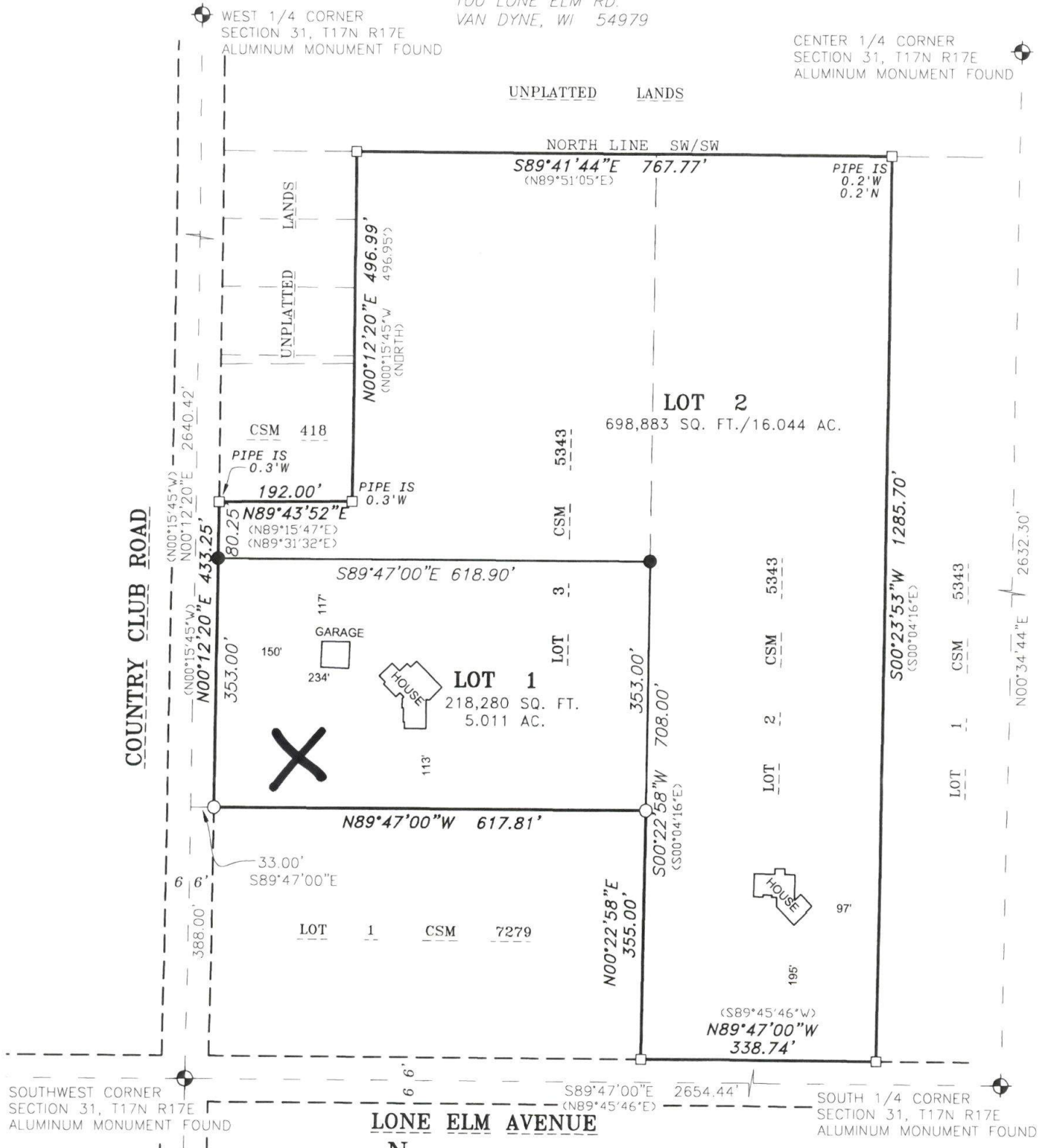
Thomas G. Verstegen  
Thomas G. Verstegen

Date: 1-21-19

CERTIFIED SURVEY MAP # 7451

ALL OF LOT 2, AND PART OF LOT 3 OF CERTIFIED SURVEY MAP 5343, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 31, TOWNSHIP 17 NORTH, RANGE 17 EAST, TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:  
 SHAWN SEMPH  
 100 LONE ELM RD.  
 VAN DYNE, WI 54979



BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM WITH THE SOUTH LINE OF THE SW 1/4 OF SECTION 31 BEARING S 89°47'00" E  
 Scale 1 inch = 200 feet

X - To be rezoned





DATE: 04/20/21

# R E S O L U T I O N

No. 008

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/08/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF CLAYTON in accordance with the petition of Town of Clayton and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF CLAYTON, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Agriculture)** of said ordinance, which it now and heretofore had, to the zoned district of **P-1 (Public Institutional)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Clayton)

PARCEL NO: **006-0340-03**; FROM **A-2** TO **P-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **29 - Youngquist**



Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. **Town of Clayton** - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

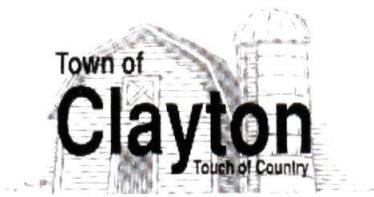
*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



A-2 (General Agriculture) to P-1 (Public Institutional)  
FLU: Non-Residential

---

Thursday, January 21, 2021

County Zoning Office  
Attn: Cary A. Rowe  
112 Otter Avenue  
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Mr. Cary A. Rowe:

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Clayton:

Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District).

Should you have any questions relative to this request please feel free to call or e-mail me.

Sincerely,

Tori Straw  
Town Administrator

CC County Clerk, Sue Ertmer



MEMORANDUM

**Agenda Item II – A and VI – A**

From: Administrator  
To: Plan Commission  
Re: Plan Commission Public Hearing on a Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District).

And

Plan Commission review and recommendation on a Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District).

Site Location: The property is located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin.

Applicants: Town of Clayton  
8348 County Road T  
Larsen, WI 54947

Property Owners: Town of Clayton  
8348 County Road T  
Larsen, WI 54947

Consultant: N/A

**Property Information:**

1. The surrounding properties are zoned:
  - a) North:  
A-2 (General Agriculture District) and R-1 (Rural Residential District)
  - b) South:  
A-2 (General Agriculture District) and R-1 (Rural Residential District)

- c) East:  
Village of Fox Crossing Zoning
- d) West:  
B-3 (General Business District)

**Property Information Specific to Tax ID # 006-0340-03:**

1. The property is owned by Town of Clayton, 8348 County Road T, Larsen, WI 54947
2. The Lot is 9.17 acres.
3. The property is in the Neenah Joint School District (3892).
4. The property is currently zoned by the Town as A-2 (General Agricultural District).
5. The property **is** within the Extraterritorial Jurisdiction of the Village of Fox Crossing.
6. The property is **not** within the Shoreland Area.
7. The property has no Navigable Stream and Surface Water Drainage Information.
8. The property has no Outagamie County Airport Zoning and Height Limitation Information.
9. The property is in Zone X (Outside Floodplain) of the County Floodplain and FEMA Special Flood Hazard Area.
10. The property has no Wisconsin Wetland Inventory Information.
11. The property is in the Department of Natural Resources Special Well Casing area.
12. The Future Land Use Planning Information is Business (Commercial & Industrial) and Public/Institutional (Transportation).
13. The current land use is consistent with the Town's adopted Land Use Plan.
14. The proposed land use is consistent with the Future Land Use Plan.

**Staff Comments on the proposed Re-Zoning:**

Although the proposed P-I zoning and "major utility installation" use of the property does not appear on its surface to fit the "business" Future Land Use Map designation, it is our interpretation that the proposed P-I zoning district and "major utility installation" use are in substantial compliance with the Town's Comprehensive Plan due to the following reasons:

1. Utilities and Community Facilities Goal #1 is: *"Locate new municipal facilities where they can best serve the residents of the Town of Clayton. Utilize specialized studies to determine cost feasibility of future infrastructure systems."* The subject lot in which the "major utility installation" use is proposed in a location where it can best serve the residents of the Town of Clayton. Furthermore, the cost feasibility of constructing the "major utility installation" on the subject lot is maximized due to the Town being the current owner of the subject lot.
2. A "major utility installation" use is an allowed use in all zoning districts. Proposing to rezone this lot to a "business" zoning district (i.e., B-1, B-2, & B-3) to better fit the "business" Future Land Use Map designation is an option, but the Town has determined that rezoning the subject lot to P-I better reflects the actual proposed use. A "major utility installation" use is a conditional use in all of the "business" zoning districts and the P-I zoning district. Therefore, the same permit/approval requirements for a "major utility installation use" will need to be met for the P-I zoning district as any of the "business" zoning districts.
3. The subject lot and surrounding area are included in an Area Development Plan (ADP)/Master Plan Study currently being developed and expected to be completed in the next four months. After the ADP is completed, it is anticipated that the Future Land Use

Map will be amended to better reflect existing and planned future land uses. The proposed rezoning of the subject lot and proposed "major utility installation" use will be in complete compliance with the Comprehensive Plan after the ADP is completed and the Future Land Use Map is subsequently amended.

**Staff Recommendations:**

Staff does recommend approval of the proposed rezoning with the condition of the approval of the Certified Survey Map (CSM) on this agenda.

Respectfully Submitted,  
Tori



To print, click the disk icon below -> then PDF

# Parcel Profile Report for 006034003

## Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on THURSDAY, JANUARY 7, 2021

[More Details](#)

Mailing Address:  
**TOWN OF CLAYTON  
8348 COUNTY RD T  
LARSEN WI 54947**

Owner(s):  
**TOWN OF CLAYTON**

Tax Parcel Number:  
**006034003**

Tax District:  
[006-TOWN OF CLAYTON](#)

Acres:  
**9.17**

School District:  
**3892-NEENAH JOINT SCHOOL DISTRICT**

[Interactive Map](#)

### Assessed Values

[More Assessment Details](#)

Land:  
**\$0**

Improvements:  
**\$0**

Total:  
**\$0**

Brief Property Description (for a complete legal description, see recorded document):  
**PT NE SE DESC AS LOT 2 OF CSM-7342 9.17 A.**

Document Number:  
**1762689**

Site Address(es):  
**9023 CLAYTON AVE NEENAH WI 54956**

## Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):  
**NE 1/4, SE 1/4 of Section 12, T.20N. - R.16E., TOWN OF CLAYTON**

## General Zoning Information

District: Description: Jurisdiction:  
**A-2 GENERAL AGRICULTURE DISTRICT TOWN OF CLAYTON**

[Interactive Map](#)

Extraterritorial: Shoreland:  
**VILLAGE OF FOX CROSSING NONE**

[Interactive Map](#)

## Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification: Source: Type: Surface Water Drainage Dist:  
**NONE NONE**

## Airport Zoning and Height Limitation Information

Airport: District(s): Elevation Range: Height Limitation(s): Building Height:  
**NONE 822 - 828 1009 - 1009 181 - 187**

## County Floodplain and FEMA Special Flood Harazard Area (SFHA) Information

[Interactive Map](#)

County District: SFHA Zone: SFHA Zone Type: FIRM Panel: Map Effective Date:  
**NONE ZONE X OUTSIDE FLOODPLAIN 55139C0100E MARCH 17, 2003**

## Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description: Source:  
**NONE**

Activity: Docket Number: Action Date:

**WETLAND DELINEATION REPORT**

[WIC-NE-2017-71-03695](#)

2017/12/05

**Future Land Use Planning Information**

County Use:	Municipal Planning Authority:	Municipal Use:
<b>NON-RESIDENTIAL</b>	<b>TOWN OF CLAYTON</b>	<b>BUSINESS (COMMERCIAL &amp; INDUSTRIAL)</b>
<b>PUBLIC/INSTITUTIONAL</b>	<b>TOWN OF CLAYTON</b>	<b>TRANSPORTATION</b>

**Elevation Information (NAVD88, US Survey Feet)**

[Interactive Map](#)

Range:	Elevation Change:	Average:
<b>822 - 828</b>	<b>6</b>	<b>825</b>

**Soil Survey Information**

[Interactive Map](#)

Symbol:	Name:	Drainage Class:	Farmland Class:	Hydrologic Group:
<b>HrB</b>	<b>Hortonville silt loam, 2 to 6 percent slopes</b>	<b>Well drained</b>	<b>II</b>	<b>C</b>
<b>LzB</b>	<b>Lorenzo variant loam, 2 to 8 percent slopes</b>	<b>Moderately well drained</b>	<b>III</b>	<b>C/D</b>
<b>MaA</b>	<b>Manawa silty clay loam, 0 to 3 percent slopes</b>	<b>Somewhat poorly drained</b>	<b>II</b>	<b>D</b>
<b>MtA</b>	<b>Mosel silt loam, 0 to 3 percent slopes</b>	<b>Somewhat poorly drained</b>	<b>II</b>	<b>C/D</b>

**Election Information**

Type:	District:	Voting Ward:
<b>WINNEBAGO COUNTY BOARD OF SUPERVISORS</b>	<b>29</b>	<b>1</b>
Supervisor:	Polling Place:	
<a href="#">RACHEL A. YOUNGQUIST</a>	<b>CLAYTON MUNICIPAL BUILDING</b> <b>8348 COUNTY RD. T</b>	

**2010 United States Census Bureau Information**

[More Details](#)

State and County FIPS code(s):	Tract:	Block:	Total Population:
<b>55 139</b>	<b>002300</b>	<b>2005</b>	<b>42</b>

**Historical Photography Information**

Flight Year:	File Name:
<b>1941</b>	<a href="#">AIW-2B-145-41.tif</a>
<b>1957</b>	<a href="#">AIW-1T-83-57.tif</a>
<b>1975</b>	<a href="#">2016-75.tif</a>
<b>1981</b>	<a href="#">I-2-81.tif</a>

**Special Casing Area Requirements for Arsenic Information**

[Casing Map](#)

**Special well casing depth area for Winnebago County - effective October 1, 2004**

[More Details](#)



This report was created for use by the Winnebago County Geographic Information System project. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. Winnebago County disclaims all liability regarding fitness of the information for any use other than Winnebago County business.

# Town of Clayton

## RE-ZONING APPLICATION

Mail: 8348 County Road T – Larsen, WI 54947  
Phone – 920-836-2007 Fax – 920-836-2026 Email – tocadmin@new.rr.com

Property Owner(s): TOWN of Clayton  
Address/Zip: 8348 Cty Rd T, Larsen, WI 54947  
Phone: 920 836 2007 Fax: 920 836 2026 E-Mail: administrator@townofclayton.net

Applicant: TOWN of Clayton

Check: Architect  Engineer  Surveyor  Attorney  Agent  Owner

Address/City/Zip: 8348 Cty Rd T, Larsen, WI 54947

Phone: 920 836 2007 Fax: 920 836 2026 E-Mail: administrator@townofclayton.net

Describe the reason for the Re-Zoning: one acre parcel at east end to be rezoned to P-1 from A-2 for purpose of pumping station needed to supply water to customers on Hwy 76

### Re-Zoning Specifics:

No. of Lots: 1 Total Acreage: 1 Tax Key No.: part of 006-0340-03

Legal Description: all of LOT 2 of CSM 7342 doc #1762489, Parcel 006-0340-03 specifically

Current Zoning: A-2 described as NE 1/4 of SE 1/4 section 12, T20N, R16E, Town of Clayton, County of Winnebago, State of Wisconsin

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes.

Applicant Signature: Josie Straw Date: 12/21/20

### For Town Use Only

#### Fee (see Fee Schedule)

Fee: <u>N/A</u>	Check # <u>N/A</u>	Receipt _____	Date _____
Date Received Complete _____	By _____	App. No. _____	
Review Meetings – Plan Comm _____	Town Board _____		
Newspaper Publication Dates _____	& _____	Posting Date _____	
300' Neighborhood Notice Distribution _____			
Re-Zoning is: Approved _____	Denied _____		
Comments _____			

Notes: 1. Please notify utility companies regarding your proposed development. 2. A Re-Zoning approval does not constitute approval of a building permit or any required approval of a highway connection permit. 3. A Re-Zoning Application & Fee must be submitted 20 working days prior to meeting.



**TOWN OF CLAYTON  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Plan Commission of the Town of Clayton, County of Winnebago will hold a Public Hearing at 7:00 p.m. on Wednesday, January 13, 2021, in the Town Office meeting room located at 8348 CTR "T", Larsen WI 54947. The purpose of the Public Hearing is to receive public comment regarding the following Re-zoning Application:

THE PETITIONER(s): Plan Commission Public Hearing on a Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District)

Copies of the Re-zoning Application are available at the Town Hall, or by contacting the Town Clerk at (920) 836-2007. All interested parties and any objections to this request being granted will be heard at the Public Hearing. If you cannot attend the Public Hearing, you may submit written comments to the Town Clerk before 4:30 p.m. on the date of the Public Hearing.

Dated this 30th day of December, 2020

Publish on December 30, 2020

and

Publish on January 6, 2021

Post on December 30, 2020

By: Holly Stevens, Clerk



# 006-0340-03 Pump House ReZoning Neighbors Map

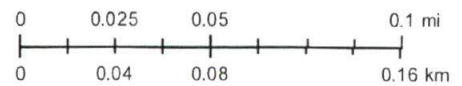


December 23, 2020

1:3,032

- Physical Addresses
- Municipal Boundary
- Street Centerline
- Road ROW
- Tax Parcel Boundary (white)
- Tax Parcel Boundary
- Road ROW area

- Navigable Waterways**
- Navigable - Permanent (unchecked)
  - Navigable - Intermittent (unchecked)
  - Navigable - Stream (unchecked)
  - Navigable - Permanent (checked)
  - Navigable - Intermittent (checked)
  - Navigable - Stream (checked)



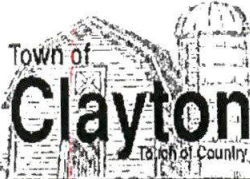
Winnebago County GIS  
Imagery Date: April 2020



**Town of Clayton**  
**006-0340-03 9023 Clayton Ave**  
**300' Property List**

	NAME	MAILING ADDRESS	CITY	STATE	ZIP
1	Town of Clayton	8348 County Rd T	Larsen	WI	54947
2	Kim Maurer	9045 Clayton Ave	Neenah	WI	54956
3	Town of Clayton	8348 County Rd T	Larsen	WI	54947
4	Town of Clayton	8348 County Rd T	Larsen	WI	54947
5	ARV Investments LLC	8120 S Frontage Rd	Sheboygan	WI	53081
6	Town of Clayton	8348 County Rd T	Larsen	WI	54947





December 29, 2020

Town of Clayton  
8348 County Rd T  
Larsen, WI 54947

Dear Property Owner:

Notice is hereby given that the Plan Commission of the Town of Clayton, County of Winnebago will hold a Public Hearing at 7:00 p.m. on Wednesday, January 13, 2021 in the Town Office meeting room located at 8348 CTR "T", Larsen WI 54947. The purpose of the Public Hearing is to receive public comment regarding the following Re-zoning Application. Following the Public Hearing the Plan Commission will consider the Re-zoning Application and make a recommendation on the Application to the Town Board. The Town Board will act on the Plan Commission's recommendation at the next regular Town Board Meeting scheduled for 7:00 P.M. on Wednesday, January 20, 2021. Town Residents will have an opportunity to express any concerns they may have relative to the Re-zoning Application at the Public Hearing before the Plan Commission or at the Town Board meeting.

THE PETITIONER(s): Plan Commission Public Hearing on a Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 006-0340-03, being a part of Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District)

Copies of the Re-zoning Application are available at the Town Hall or by contacting the Town Clerk at (920) 836-2007. All interested parties and any objections to this request being granted will be heard at the Public Hearing. If you cannot attend the Public Hearing, you may submit written comments to the Town Clerk before 4:30 P.M. on the date of the Public Hearing.

Holly Stevens, Clerk

**CONFIRMATION**



435 E. Walnut  
Green Bay, WI 54301  
(888)774-7744

CLAYTON, TOWN OF  
8348 COUNTY ROAD T  
LARSEN WI 54947-9730

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-1011114	0004524884	\$81.24	\$0.00	\$81.24	Credit Card	\$0.00	\$81.24
<b>Sales Rep:</b> SSchommer		<b>Order Taker:</b> SSchommer		<b>Order Created</b>		12/23/2020	
<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>				
GWM-APC-Appleton Post Crescent	2	12/30/2020	01/06/2021				
GWM-APCW-Appleton Post Crescent Digital	28	12/30/2020	01/26/2021				

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**Text of Ad:** 12/23/2020

TOWN OF CLAYTON  
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Plan Commission of the Town of Clayton, County of Winnebago will hold a Public Hearing at 7:00 p.m. on Wednesday, January 13, 2021, in the Town Office meeting room located at 8348 CTR "T", Larsen WI 54947. The purpose of the Public Hearing is to receive public comment regarding the following Re-zoning Application:

THE PETITIONER(s): Plan Commission Public Hearing on a Re-zoning application submitted by the Town of Clayton, for part of the property located at 9023 Clayton Ave, Neenah, specifically described as Tax ID# 008-0340-03, being a part of Section 12, Township 20 North, Range 18 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to P-1 (Public Institutional District)

Copies of the Re-zoning Application are available at the Town Hall, or by contacting the Town Clerk at (920) 836-2007. All interested parties and any objections to this request being granted will be heard at the Public Hearing. If you cannot attend the Public Hearing, you may submit written comments to the Town Clerk before 4:30 p.m. on the date of the Public Hearing.

Dated this 30th day of December, 2020

By: Holly Steves, Clerk  
Runs: 12/30/2020, 1/6/2021 WNAJLP

DATE: 04/20/21

# R E S O L U T I O N

No. 009

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/09/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF CLAYTON in accordance with the petition of Luke and Ashley Herriges and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF CLAYTON, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Agriculture)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Clayton)

PARCEL NO: **006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04;** FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **29 - Youngquist**



**CARY A ROWE**  
Zoning Administrator

zoningdepartment@co.winnebago.wi.us



**Winnebago County**  
Zoning Department  
*The Wave of the Future*

112 OTTER AVE, PO BOX 2808  
OSHKOSH, WI 54903-2808

OSHKOSH (920) 232-3344  
FOX CITIES (920) 727-2880  
FAX (920) 232-3347

**MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021**

**TO:** Planning & Zoning Committee

**FM:** Zoning Administrator

**RE:** Review of Town Zoning Changes

1. Thomas Vrhovnik - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

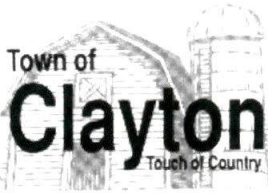
9. **Luke & Ashley Herriges** - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*





*A2 (general agriculture)  
to RR (rural residential)  
FLU: Ag & rural*

Thursday, August 20, 2020

County Zoning Office  
Attn: Cary A. Rowe  
112 Otter Avenue  
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Mr. Cary A. Rowe:

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Clayton:

Re-zoning application submitted by the James Schloff, PLS, Davel Engineering, 1164 Province Terr, Menasha, WI 54952, for properties owned by Luke and Ashley Herriges, located west and north of 3022 W Shady Lane, Neenah, specifically described as Tax ID# 006-0040-07, being a part of Section 2, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agriculture) to R-1 (Rural Residential).

*01  
02  
03  
04*

Should you have any questions relative to this request please feel free to call or e-mail me.

Sincerely,

Tori Straw  
Town Administrator

CC County Clerk, Sue Ertmer

**TOWN OF CLAYTON**

**ORDINANCE 2020-Z010**

**AN ORDINANCE TO AMEND THE OFFICIAL TOWN OF CLAYTON ZONING  
ORDINANCE MAP**

**WHEREAS**, one or more applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

**WHEREAS**, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

**WHEREAS**, the applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2015/16 update to the Town's Comprehensive Plan; and

**WHEREAS**, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 7 of the Town of Clayton Zoning Code of Ordinances; and

**NOW, THEREFORE BE IT ORDAINED THAT**, the Town Board of the Town of Clayton, County of Winnebago, State of Wisconsin, pursuant to Article 7 of the Town of Clayton Zoning Code of Ordinances, hereby adopts the following Amendment(s) to the Map of the Town's Zoning Code of Ordinances:

**Section 1:** The Official Zoning Map of the Town of Clayton is amended as follows:

**Property Owner:**

Luke and Ashley Herriges, 1598 Redwing Drive, Neenah, WI 54956

**Legal description of property:**

For property located on Shady Lane specifically described as Tax ID# 006-0040-07, all of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the SW ¼ of the SE ¼ of Section 2, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin.

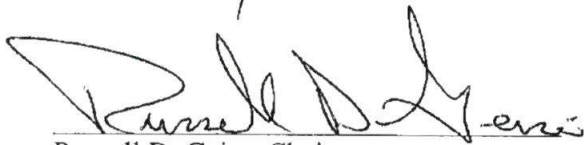
**The above described property is hereby rezoned from:**

The application is to re-zone the property from A-2 (General Agricultural District) to R-1 (Rural Residential District).

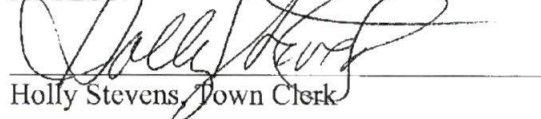
**Section 2:** This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the Town of Clayton Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 19<sup>th</sup> day of August 2020

Vote: Yes: 4 No: 0 Abstain: 0 Absent: 1

  
Russell D. Geise, Chair

ATTEST:

  
Holly Stevens, Town Clerk



8 6 5 7 1 9 5  
Tx: 4487645

**DOC# 1836258**  
**NATALIE STROHMMEYER**  
**REGISTER OF DEEDS**  
**WINNEBAGO COUNTY, WI**  
**RECORDED ON:**  
**12/01/2020 01:21 PM**  
**RECORDING FEE: 30.00**  
**PAGES: 5**

# Certified Survey Map No. 7692

All of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the Southwest 1/4 of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Survey for:  
 Luke & Ashley Herges  
 1598 Redwing Drive  
 Neenah, WI 54956

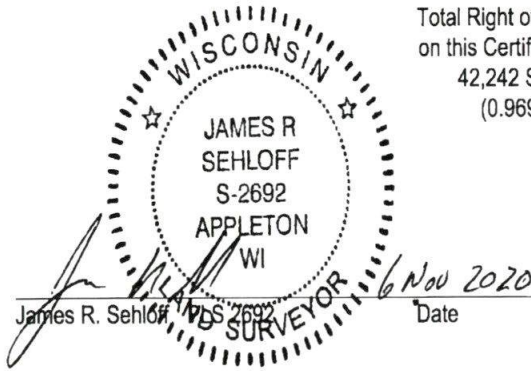
## LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1/4" Rebar Found
- 3/4" Rebar Found
- ⊕ Government Corner
- ( ) Recorded As
- Delineated Wetlands



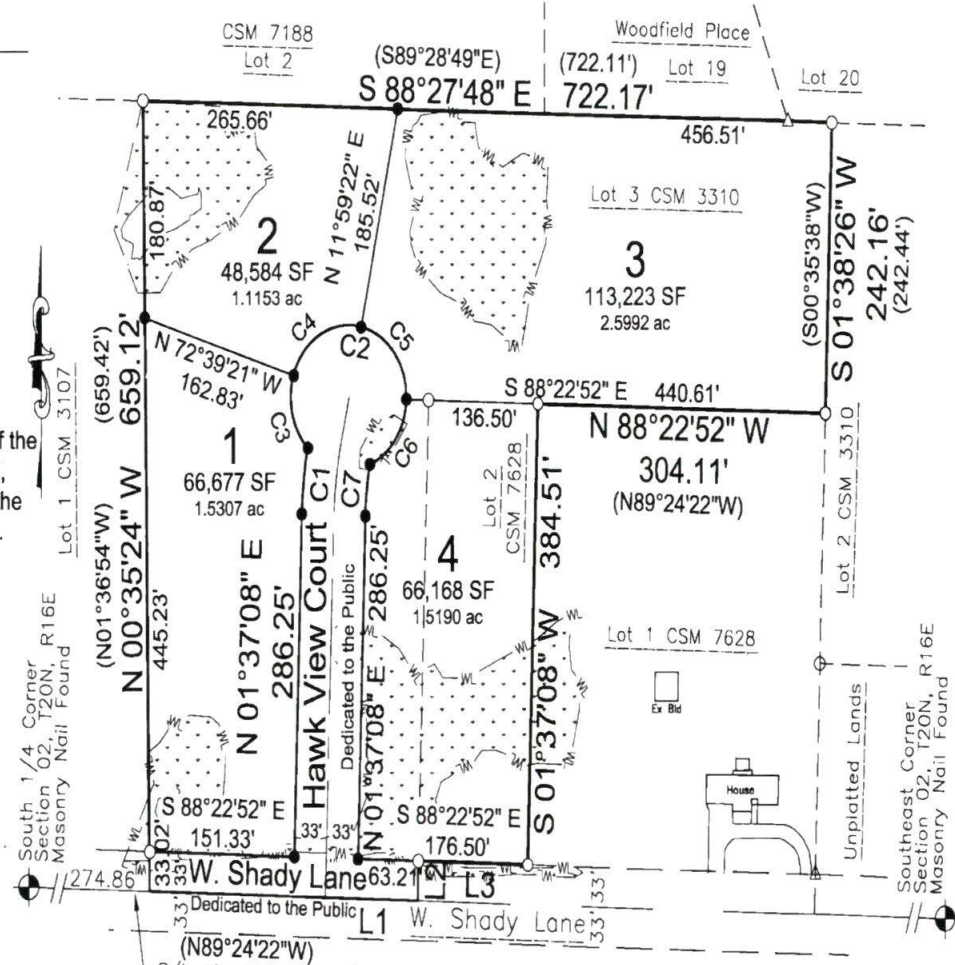
Bearings are referenced to the South line of the Southeast 1/4, Section 02, T20N, R16E, assumed to bear N88°22'52"W, base on the Winnebago County Coordinate System.

Total Right of Way Dedicated on this Certified Survey Map:  
 42,242 Square Feet  
 (0.9697 Acres)



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952  
 Ph: 920-991-1866 Fax: 920-441-0804  
 www.davel.pro



### Right to Farm Statement

The Lot created on the Certified Survey Map is adjacent to properties that, as of this document, are being used for agricultural purposes. Some individuals believe that the activities associated with the agricultural use constitute a nuisance or conflict with the quiet enjoyment of their property. This statement is intended to provide third parties with notice that agricultural activities may exist on the adjacent properties.

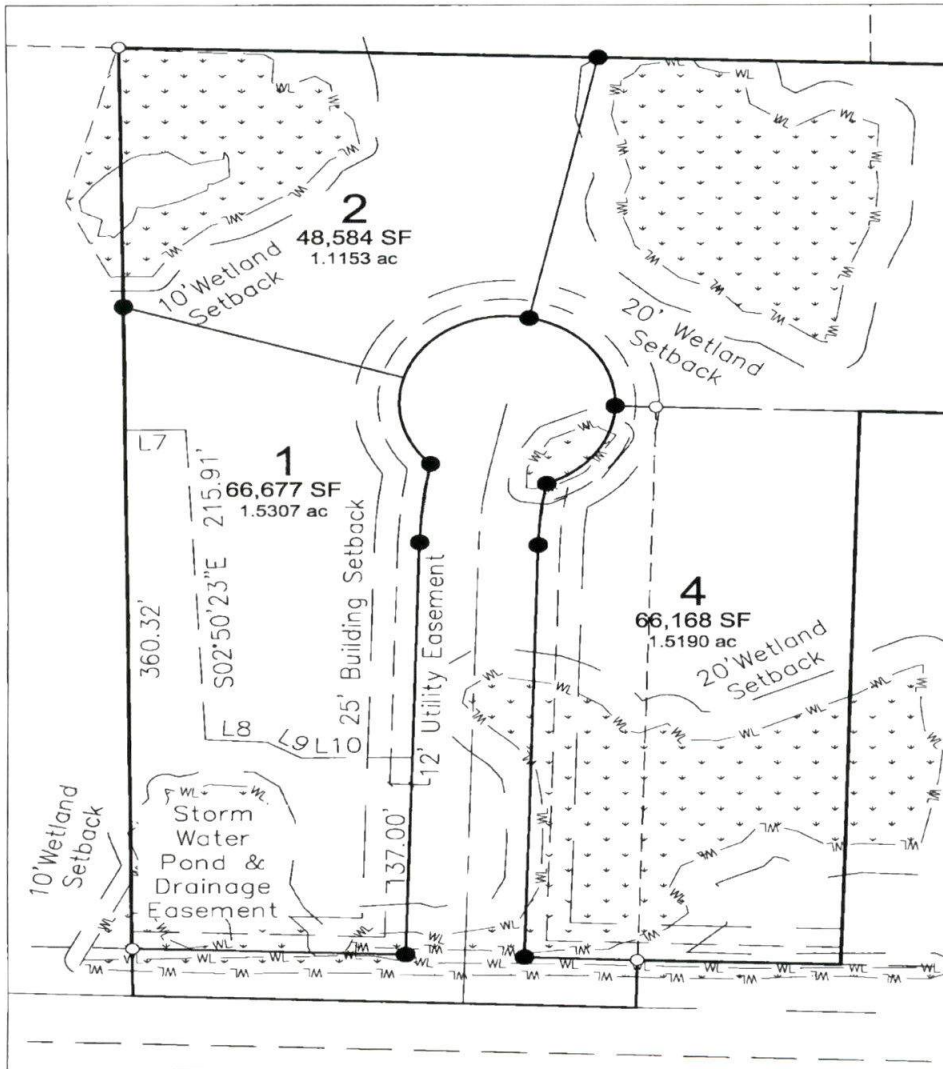
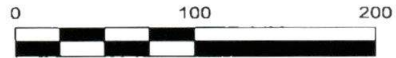
File: 6039CSM2.dwg  
 Date: 11/06/2020  
 Drafted By: jim  
 Sheet: 1 of 5



# Certified Survey Map No. 7692

All of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the Southwest 1/4 of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

## Easement & Setback Detail



### Note

Wetland are shown based on a delineation prepared by Travis A. Stuck, WDNR "Professionally Assured Wetland Delineator" with a report dated May 12, 2020.

### LINE TABLE

Line	Bearing	Length
L1	N 88°22'52" W	279.27'
L2	N 01°37'08" E	33.00'
L3	S 88°22'52" E	113.29'
L7	S 89°24'36" W	33.67'
L8	S 86°54'13" E	34.02'
L9	S 59°23'38" E	21.82'
L10	N 89°24'36" E	61.74'

James R. Sehloff S-2692  
 SURVEYOR  
 Date Nov 2020

File: 6039CSM2.dwg  
 Date: 11/06/2020  
 Drafted By: jim  
 Sheet: 2 of 5

Certified Survey Map No. 7692

All of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the Southwest 1/4 of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Clayton and Winnebago County, and under the direction of Luke C. & Ashley R. Herriges, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 3, CSM 3310, recorded as Doc No. 919706, and all of Lot 2, CSM 7628, recorded as Doc No. 1820212, all being part of the Southwest 1/4 of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin, containing 336,895 Square Feet (7.7340 Acres) of land, subject to all easements, and restrictions of record.

Given under my hand this 12 day of NOVEMBER, 2020.  
James R. Sehloff, Wisconsin Professional Land Surveyor No. S-2692  
S-2692  
APPLETON  
WI  
LAND SURVEYOR

Owners' Certificate

As the property owners, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

We do further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Winnebago County Planning and Zoning Dept.  
Town of Clayton

Dated this 12 day of NOVEMBER, 2020

[Signature]  
Luke C. Herriges, Owner

[Signature]  
Ashley R. Herriges, Owner

State of Wisconsin )  
)SS  
WINNEBAGO County)

Personally came before me on the 12 day of NOVEMBER, 2020, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature] My Commission Expires 1-22-21  
Notary Public, Wisconsin



# Certified Survey Map No. 7692

All of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the Southwest 1/4 of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

## Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

Luke C. & Ashley R. Herriges, Grantors, to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,  
SBC, Grantee,  
and  
Time Warner Cable, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

  
\_\_\_\_\_  
Luke C. Herriges

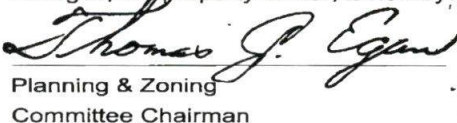
11-12-2020  
Date

  
\_\_\_\_\_  
Ashley R. Herriges

11/12/2020  
Date


## County Planning & Zoning Committee Approval Certificate

Resolved, that this certified survey map in the Town of Clayton, Winnebago County, Luke C. & Ashley R. Herriges, the property owner, is hereby approved by Winnebago County.

  
\_\_\_\_\_  
Thomas J. Egan  
Planning & Zoning  
Committee Chairman

12-01-2020  
Date



  
\_\_\_\_\_  
James R. Sehloff Professional Land Surveyor No. S-2692 Date 12-01-2020

File: 6039CSM2.dwg  
Date: 10/08/2020  
Drafted By: jim  
Sheet: 4 of 5

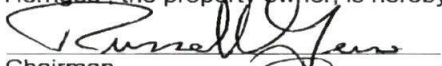


## Certified Survey Map No. 7692

All of Lot 3, CSM 3310 and all of Lot 2, CSM 7628 all being part of the Southwest 1/4  
of the Southeast 1/4 of Section 02, Township 20 North, Range 16 East,  
Town of Clayton, Winnebago County, Wisconsin.

Town Board Approval Certificate

Resolved, that this certified survey map in the Town of Clayton, Winnebago County, Luke C. & Ashley R. Herriges, the property owner, is hereby approved by the Town Board of the Town of Clayton.

  
Chairman

11-17-20  
Date


I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Clayton.

  
Clerk

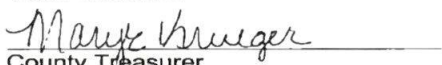
11-17-2020  
Date

Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the Town of Clayton and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

  
Town Treasurer

11/16/20  
Date

  
County Treasurer

11/20/20  
Date

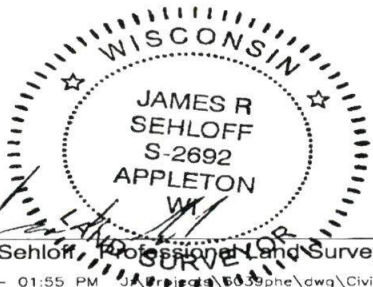
This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:  
Luke C. & Ashley R. Herriges

Recording Information:  
Doc No. 1793696  
Doc No. 1825087

Parcel Number(s):  
006004007  
006003805

CURVE TABLE							
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in	Tangent Bearing-out
C1	333.00'	N 06°21'41" E	55.07'	55.13'	9°29'07"	N 01°37'08" E	N 11°06'15" E
C2	60.00'	S 78°03'39" E	66.01'	307.10'	293°15'22"	N 44°41'20" W	S 68°34'02" W
C3	60.00'	N 13°40'20" W	61.83'	64.96'	62°01'59"	N 44°41'20" W	N 17°20'39" E
C4	60.00'	N 59°40'01" E	80.80'	88.64'	84°38'43"	N 17°20'39" E	S 78°00'38" E
C5	60.00'	S 38°11'45" E	76.84'	83.39'	79°37'45"	S 78°00'38" E	S 01°37'08" W
C6	60.00'	S 35°05'35" W	66.19'	70.11'	66°56'54"	S 01°37'08" W	S 68°34'02" W
C7	267.00'	N 06°15'30" E	43.19'	43.24'	9°16'44"	N 01°37'08" E	N 10°53'52" E



James R. Sehloff, Professional Land Surveyor No. S-2692 Date 6 Nov 2020

File: 6039CSM2.dwg  
Date: 11/06/2020  
Drafted By: jim  
Sheet: 5 of 5

DATE: 04/20/21

# R E S O L U T I O N

No. 010

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/10/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF VINLAND in accordance with the petition of Harold Thorpe and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF VINLAND, be and the same, are amended to provide that the attached described property be changed from the classification of **B-3 (General Business District)** of said ordinance, which it now and heretofore had, to the zoned district of **B-2 (Highway Business Park)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Vinland)

PARCEL NO: **026-0583**; FROM **B-3** TO **B-2**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **30 - Farrey**



## **Winnebago County**

Zoning Department

*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF APRIL 9, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Change

1. Harold Thorpe - Town Zoning Change (Tax ID No: 026-0583) – Town of Vinland.

The town zoning change for Harold Thorpe is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to B-2 (Highway Business Park) and Winnebago County's future land use plan shows future land use as Non-residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



026-0583  
B-3 (General Business) to:  
B-2 (Highway Business Park)  
FLU: Non-Res

**TOWN OF VINLAND**  
6085 COUNTY ROAD T  
OSHKOSH, WI. 54904  
PHONE: (920) 235-6953 \*\* FAX: (920) 235-6994

**ZONING SUBMITTAL FORM**

Name of Property Owner: **HAROLD THORPE**

Address of Owner: **5133 NORTH HARBOUR DR/P.O. BOX 255 BUTTE DES MORTS WI 54927**

Name of Applicant: **CHRIS THORPE 5790 ONTARIO ST/P.O. BOX 47 BUTTE DES MORTS WI 54927**

Address of Applicant: **5790 ONTARIO ST/P.O. BOX 47 BUTTE DES MORTS WI 54927**

Legal Description of Area to be Rezoned: **APPROXIMATELY 7.64 ACRES**

Tax Parcel Number (if Existing Parcel): **026-0583**

**Section 18**                      **Town 19 N.**                      **Range 17 E.**

Existing Zoning: **B-3**      Name of District: **GENERAL BUSINESS DISTRICT.**

Proposed Zoning: **B-2**      Name of District: **HIGHWAY BUSINESS PARK.**

Town Board Action:              **Approved: XX**              **Denied:**

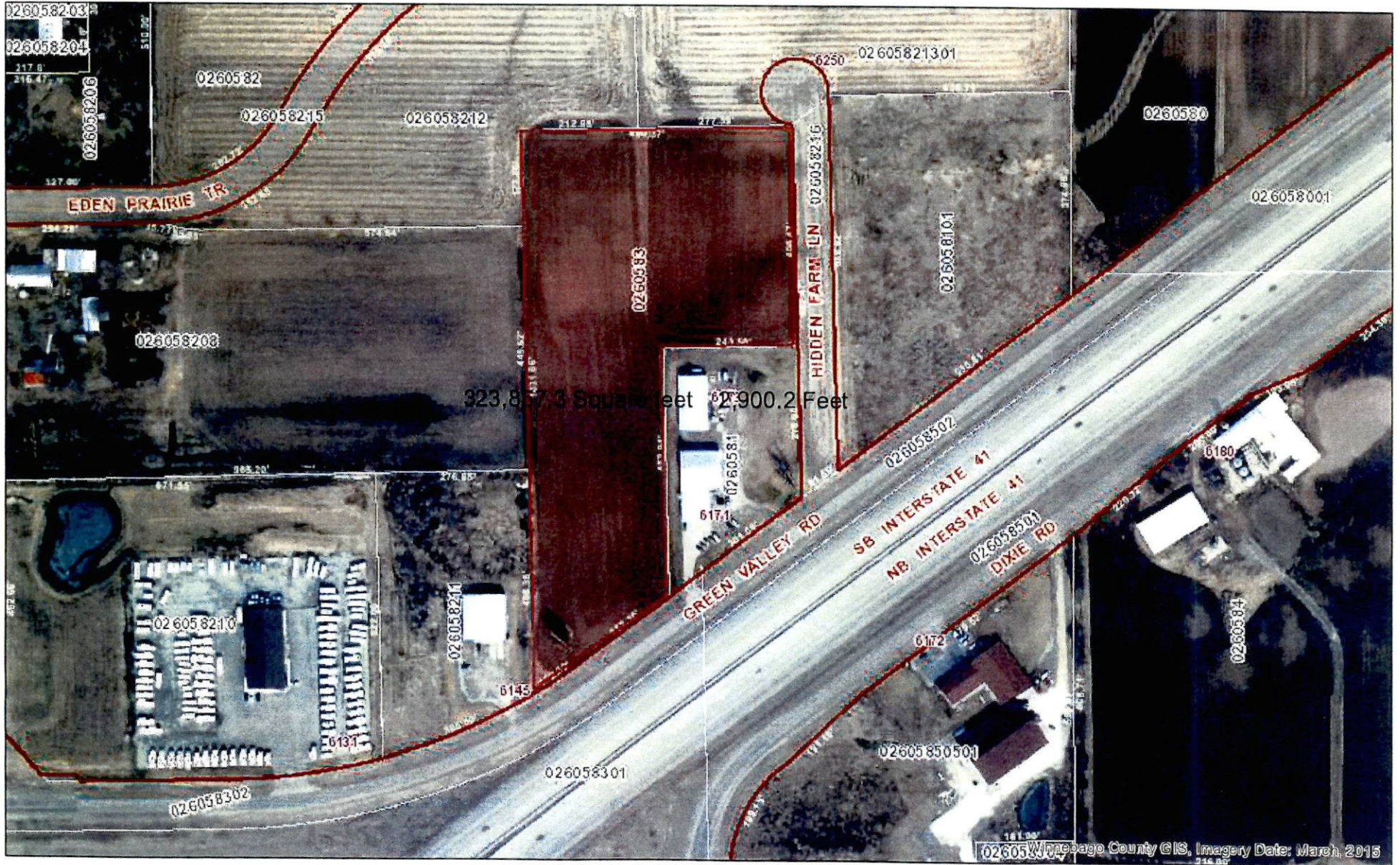
- Findings:
- 1. Does the Town have an adopted land use plan? **Yes**
  - 2. Does the request agree with the plan? **Yes**
  - 3. Other findings (List). **Approved by Town Board vote 3-0**

I, Jenni Brown, Clerk of the Town of Vinland, hereby certify that a public hearing was conducted on **SEPTEMBER 9, 2019** and that all required notices were posted and/or mailed as required by local ordinance.

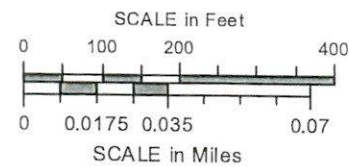
Signed: Jenni Brown      Dated: 10-30-19  
Clerk: Jenni Brown



# Site Map



October 30, 2019



**W.I.N.G.S. Project Disclaimer**  
 This data was created for use by the Winnebago County Geographic Information System project. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. Winnebago County disclaims all liability regarding fitness of the information for any use other than Winnebago County business. \*Data for this map copyrighted December 31, 2006\*



**PUBLIC PRESENTATION MINUTES**  
**Monday, September 9, 2019 @ 6:30 pm**

Presentation by Northeast & Central Wisconsin ATV-UTV Association - Terrain/Utility Terrain Vehicles Trails and Routes Town of Vinland, Winnebago County, Wisconsin

- Presentation began at 6:30. Gene Goode gave a presentation and public input and questions were received and answered.

**PUBLIC HEARING MINUTES**  
**Monday, September 9, 2019 @ 6:45 pm**

The public hearing was called to order at 6:45 pm.

**DISCUSSION ON THE FOLLOWING:**

1. Applicant is applying for change of zoning to allow mini storage units, storage building, secured outdoor storage. Currently zoned B-3 General Business District; proposed zoning B-2 Highway Business Park. Site is 7.64 acres of commercial zoned property with frontage on Green Valley Rd and Hidden Farm Ln, parcel # 026-0583.
2. Applicant is applying for a conditional use permit to allow mini storage units, storage building, secured outdoor storage. Site is 7.64 acres of commercial zoned property with frontage on Green Valley Rd and Hidden Farm Ln, parcel # 026-0583.

Storm water erosion issues were raised, but applicant will need to install a water retention pond to address water management.

A motion was made by Devens to adjourn, seconded by Batley. Meeting adjourned at 6:55 pm

**Town Board Meeting Minutes**  
**Monday, September 9, 2019 @ 7:00 PM**

On Monday, September 9, 2019 in the Town of Vinland Town Hall the Town Board held its monthly meeting. Present were Chair Farrey, Supervisors Devens and Batley, Zoning Administrator Spierowski, Clerk Brown, Treasurer Brazee and 26 other people.

Farrey called the meeting to order, asking those present to join him in the recital of the Pledge of Allegiance.

**Review/Comment:**

1. Fire Department minutes of August 6, 2019. **No comment.**
2. First Responder minutes of August 13, 2019. **No comment.**

**Approval of Minutes:**

1. Town Board meeting minutes of August 12, 2019. **Motion to approve the minutes as written was made by Devens/seconded by Farrey. Motion carried.**

**Financial report for August 2019:**

1. Treasurers report on all accounts held by the Town. **Motion to approve treasurer's report was made by Devens/seconded by Batley. Motion carried.**
2. Reconciliation between the Clerk and Treasurer. **Motion to approve reconciliation was made by Batley/seconded by Devens. Motion carried.**
3. Authorization to pay all bills submitted by the Clerk. **Motion to pay all bills as submitted was made by Devens/seconded by Batley. Motion carried.**



Public input: A Winnebago County Sherriff was present.

Discussion/Action Items:

1. Operator's license for Jennifer Delap. **Motion to approve operator's license made by Farrey/seconded by Batley. Motion carried in a 2 to 1 vote.**
2. Operator's license for Allycia Gullikson. **Motion to approve operator's license made by Devens/seconded by Batley. Motion carried.**
3. Operator's license for Rebecca Hilgers. **Motion to approve operator's license made by Devens/seconded by Batley. Motion carried.**
4. Ordinance violations.
  - a. Rhyner Road cleanup expected to be done by winter. **Motion to layover topic until the October board meeting made by Batley/seconded by Devens. Motion carried.**
  - b. Mowing on Breezewood Lane. No response from property owner. **Motion to pursue a citation made by Batley/seconded by Devens. Motion carried.**
  - c. Property cleanup on Breezewood Lane. Property owner present and stated he would begin cleanup. **Motion to allow the board an onsite inspection was made by Batley/seconded by Devens. Motion carried. Motion to layover topic until the October board meeting made by Batley/seconded by Devens. Motion carried.**
5. Winnebago County Sheriff Joint Powers Agreement. This pertains to emergency services in Winnebago County. **Motion to approve Joint Powers Agreement made by Farrey/seconded by Devens. Motion approved.**
6. Approval for ditch cleaning on Nelson Court. Ditches that need cleaning are located on Vinland Center, Maxwell Rd, Nelson Ct, Gibbs Rd, and Breezewood lane. **Motion made to approve ditch cleaning with a spending limit of \$5000 made by Batley/seconded by Farrey. Motion carried.**
7. Wolff's Pack Snowmobile Club date extension for removing/relocating storage shed located on BeeHive Barn and Grill property. **Motion made to grant time extension to July 1, 2020 was made by Farrey/seconded by Batley. Motion carried.**
8. Budget amendment resolution. **Motion to approve Resolution 2019-04 was made Devens/seconded by Batley. Motion carried.**

Zoning:

1. Applicant is applying for change of zoning to allow mini storage units, storage building, secured outdoor storage. Currently zoned B-3 General Business District; proposed zoning B-2 Highway Business Park. Site is 7.64 acres of commercial zoned property with frontage on Green Valley Rd and Hidden Farm Ln, parcel # 026-0583. **Motion to approve change of zoning made by Devens/seconded by Batley. Motion carried.**
2. Applicant is applying for a conditional use permit to allow mini storage units, storage building, secured outdoor storage. Site is 7.64 acres of commercial zoned property with frontage on Green Valley Rd and Hidden Farm Ln, parcel # 026-0583. **Motion to approve Conditional Use Permit with the following provisions made by Batley/seconded by Devens:**
  1. **All buildings to have site plan review.**
  2. **Obtain Winnebago County storm water erosion control permit.**
  3. **Paving surrounding storage units and storage building at 20 feet from building on accessible sides.**
  4. **Outdoor storage to be fenced at 6 feet or higher, screening recommended on 3 sides: north, west, south.**
  5. **Site lighting shall not cross property lines.**
  6. **Site plan to be updated using B2 setbacks. B2 requires 15-foot side yard, and south yard needs to be increased from 10 ft to 15 ft.**
  7. **If a garbage dumpster is to be located on property, needs to be in a screened dumpster enclosure.**
  8. **Any sign requires a town sign permit.**

**Motion carried.**

3. 1-lot CSM for High Tail LLC pertaining to parcels 026-0268-20 and 026-0269-0101. Cul-de-sac required as a dedication to the public and statement of non-buildable site stated on CSM. **Motion to approve cul-de-sac required as a dedication to the public was made by Batley/seconded by Devens. Motion approved.**
4. Geffers Construction site plan review for 7276 Commerce Plaza. Storm water retention plan still needed. **Motion to approve site plan review made by Batley/seconded by Devens. Motion carried.**

Town of Vinland Road Report.

- Road projects in the town are ongoing
- Concerns were raised about the Highway Commissioner and the delay in work being completed in the town.

County Supervisor's Report. The possibility of a County Sales Tax is again being raised.

Sharing of Correspondence.

- The Fire Department has raffle tickets for sale.
- Treasurer addressed it would be possible to consolidate accounts into one bank and still be FDIC insured on all monies.

Future Meeting Dates:

- Planning Commission Meeting: Monday, October 7, 2019 6:30 pm @ Vinland Town Hall 6085 County Rd T Oshkosh. (If needed)
- Town Board Meeting: Monday, October 14, 2019, 7:00 pm @ Vinland Town Hall 6085 County Rd T Oshkosh
- Board of Appeals: Monday, October 28, 2019, 6:30 pm @ Vinland Town Hall 6085 County Rd T Oshkosh (if needed)

Batley made a motion to adjourn, seconded by Devens. Motion carried and meeting adjourned at 8:02 pm.

Jenni Brown, Clerk



**TOWN OF VINLAND**  
**6085 COUNTY ROAD T**  
**OSHKOSH, WI. 54904**

PHONE: (920) 235-6953 \*\* FAX: (920) 235-6994

**NOTICE OF PUBLIC HEARING**

The Town of Vinland, Winnebago County, WI. Plan Commission & Town Board will hold the following Public Hearings at the Vinland Town Hall.

**DATES/TIMES:** September 3, 2019 @ 6:30 PM.--PLAN COMMISSION  
September 9, 2019 @ 6:45 PM.-- TOWN BOARD

**SUBJECT:** CONDITIONAL USE PERMIT (CUP) APPLICATION.

**DESCRIPTION OF SUBJECT SITE:** 7.64 ACRES OF COMMERCIAL ZONED PROPERTY WITH FRONTAGE ON GREEN VALLEY RD & HIDDEN FARM LN.

**PROPERTY OWNER:** HAROLD THORPE LIV TST 5133 NORTH HARBOUR DR/ P.O. BOX 255 BUTTE DES MORTS WI 54927

**APPLICANT:** CHRIS THORPE 5790 ONTARIO ST/P.O. BOX 47 BUTTE DES MORTS WI 54927

**EXISTING ZONING:** B-3, GENERAL BUSINESS DISTRICT.

**PROPOSED ZONING:** SAME

**LOCATION OF PREMISES AFFECTED:** HIDDEN FARM LN.

**LEGAL DESCRIPTION:** PART OF SECTION 18, TOWN 19N. RANGE17E., TOWN OF VINLAND, WINNEBAGO COUNTY, WI.

**TAX PARCEL NOS:** 026-0583

**EXPLANATION:** APPLICANT IS APPLYING FOR A CONDITIONAL USE PERMIT MINI STORAGE UNITS, STORGE BUILDING, SECURED OUTDOOR STORAGE.

**ORDINANCE & SECTION AFFECTED:** CHAPTER 410, TOWN OF VINLAND ZONING CODE, ARTICLE IV, CONDITIONAL USES, SECTIONS: 410-34, 410-35, 410-36, 410-37, 410-38, 410-39, 410-40, 410-41, 410-42,410,43, 410-44.

All interested persons wishing to be heard are invited to be present.  
Tom Spierowski, Zoning Administrator, Town of Vinland.



DATE: 04/20/21

# R E S O L U T I O N

No. 011

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/11/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF UTICA in accordance with the petition of Town of Utica (A-1 Property Owners - see attached list) and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF UTICA, be and the same, are amended to provide that the attached described property be changed from the classification of **A-1 (Agricultural District - Farmland Preservation)** of said ordinance, which it now and heretofore had, to the zoned district of **A-2 (Agricultural District - General Agriculture)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

\_\_\_\_\_  
County Board Supervisor  
(Town of Utica)

PARCEL NO: **see attached list; FROM A-1 TO A-2**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **33 - Egan**



## Winnebago County

Zoning Department

*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF APRIL 9, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator 

RE: Review of Town of Utica Zoning Changes out of A-1 Zoning

1. Town of Utica - Town Zoning Changes (Tax ID Nos: see attached) – Property owners with A-1 zoning (see attached).

The town zoning changes for property owners with A-1 zoning are consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning changes from A-1 (Agricultural District – Farmland Preservation) to A-2 (Agricultural District – General Agriculture) and Winnebago County's future land use plan shows future land use as Agricultural and Rural. Winnebago County's future land use plan shows future land use for a minimal number of parcels as Residential and Industrial. Agricultural use is considered a neutral use that does not inhibit any future land use designation.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

# Town of Utica

**Chairman:**

Len Schmick  
5669 Angle Road  
Oshkosh, WI 54904  
920-850-0758  
uticachairman@gmail.com

**Supervisor 1:**

Chuck Kuhrt  
6539 Bradley Ave.  
Pickett, WI 54964  
920-589-5033  
uticasupervisor1@gmail.com

**Supervisor 2:**

Grant Stettler  
5875 Bonnieview Road  
Oshkosh, WI 54904  
920-410-8358  
uticasupervisor2@gmail.com

**Clerk & Planning/Zoning Secretary:**

Jenny Sonnleitner  
6570 Bradley Ave.  
Pickett, WI 54964  
920-410-0347  
utica1730@gmail.com

**Treasurer:**

Brenda Morrell  
1766 Baron Lane  
Oshkosh, WI 54904  
920-589-4110  
uticatreasurer@gmail.com

**Constable:**

Ralph Kalies  
5772 Kumbier Rd  
Pickett, WI 54964  
920-410-0294  
uticaconstable@gmail.com

**Planning/Zoning Administrator & Plan Commission Chairman:**

Tom Thiel  
1209 County Road M  
Pickett, WI 54964  
920-579-3025  
Thomas@stainlessmd.com

**Fire Chief:**

Tim Oliver  
5595 State Road 44  
Oshkosh, WI 54904  
920-379-5838  
uticachief@gmail.com

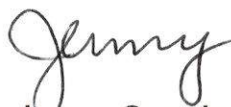
November 12, 2020

Winnebago County Planning/Zoning Department:

Attached are the Public Hearing Notices, Plan Commission Agendas and Minutes and Town Board Agendas and Minutes approving to Remove A1 Zoning in the Town of Utica since the Farmland Preservation Plan ended. Both the Plan Commission and the Town Board approved to have all A1 zonings in the Town to be changed to A2 without charging the land owners any fees. Attached is a list of zonings in the Town of Utica that was utilized to inform the A1 property owners of this change.

Please let me know if you have any questions and we would appreciate the changes to be made. Once that is complete, could you please email the Clerk at utica1730@gmail.com with the updated Excel zoning list, along with Zoning Administrator Tom Thiel and Thomas@stainlessmd.com along with a pdf of the map? If you could have printed the larger map to have at the Town Hall and for Tom to use while in the 'field', that would be appreciated as well. Let me know when it is ready and I can pick it up from your office.

Thank you!



Jenny Sonnleitner  
Town Clerk  
920-410-0347



# TOWN OF UTICA PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Thursday, June 4, 2020 at 7:30pm in the Town of Utica, County of Winnebago, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town to hear public testimony on the following: 1) the expiration of the Farmland Preservation Plan effective 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the Farmland Preservation Program tax credit after Tax Year 2020, 2) rezone current A1 parcels to A2, and 3) remove A1 zoning from the Town of Utica Zoning Ordinance. Notices have been sent to A1 property owners via certified mail. Contact Zoning Administrator Tom Thiel at 920-579-3025, or any of the Town Board Members: Chairman Leonard Schmick 920-850-0758, Supervisor Chuck Kuhrt 920-589-5033, Supervisor Grant Stettler 920-410-8358 with any questions or concerns. All written testimony must be received prior to the hearing and can be sent to Clerk Jenny Sonnleitner 6570 Bradley Ave. Pickett, WI 54964 or utica1730@gmail.com.

Jenny Sonnleitner, Clerk  
Posted: 5/20/2020  
Published: 5/21 & 28/2020

# TOWN OF UTICA

## Plan Commission Meeting

### Agenda

Notice is hereby given that a Town Plan Commission meeting in the Town of Utica, County of Winnebago, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town.

**Thursday, June 4, 2020**

**7:30 pm**

1. Call the Meeting to Order
2. Take Roll Call:
  - A. *Members:* Terry Beck, Darwin Briggs, Ralph Kalies, Tim Oliver, Grant Stettler, Tom Thiel, Eric Whiting
  - B. *Alternates:* Chad Bowman
3. Approve March 5, 2020 Plan Commission Meeting Minutes
4. Affidavit of Posting/Publication – Secretary and Plan Chairman to sign
5. Public Forum
6. Discuss/Recommend to the Town Board:
  - A. Farmland Preservation Plan expired 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the tax credits after Tax Year 2020.
  - B. Rezone current A1 parcels to A2
  - C. Remove A1 zoning from the Town of Utica Zoning Ordinance
7. Future Agenda Items
8. Adjournment

Jenny Sonnleitner, Clerk  
Posted: 6/3/2020

The Plan Commission meets as needed on the FIRST THURSDAY OF EACH MONTH AT 7:30PM (unless otherwise noted). All meetings are open to the public. Discussion and action may occur on any of the above agenda items.

Any person wishing to attend who, because of a disability, requires special accommodation, should contact Plan Commission Chairman Tom Thiel at 920-579-3025 at least twenty four (24) hours before the scheduled meeting time so appropriate arrangements can be made.

This is a public meeting. As such, all members or a majority of the members of the Town Board may be in attendance. While a majority of the Town Board members or the majority of any given Town Board Committee may be present, only the above committee will take official action based on the above agenda.

Posted at: [townofutica.org](http://townofutica.org), Town Hall, Co-op, and Jasper's. To receive email updates, e-mail the Clerk at [utica1730@gmail.com](mailto:utica1730@gmail.com).



# TOWN OF UTICA

## Plan Commission Meeting ~ Minutes

Thursday, June 4, 2020

7:30 pm

### 1. Call the Meeting to Order

This meeting was called to order by Chairman Tom Thiel at 7:30pm at the Utica Town Hall; 3 present

### 2. Take Roll Call:

- A. *Members Present:* Terry Beck, Darwin Briggs, Ralph Kalies, Grant Stettler, Tom Thiel, Eric Whiting
- B. *Members Absent:* Tim Oliver
- C. *Alternates Absent:* Chad Bowman
- D. *Board Members Present:* Chuck Kuhrt, Leonard Schmick

### 3. Approve March 5, 2020 Plan Commission Meeting Minutes

Darwin Briggs motions to accept as presented, seconded by Grant Stettler. Carried

### 4. Affidavit of Posting/Publication – Secretary and Plan Chairman to sign

### 5. Public Forum

Walter Whiting was confused by the publication; telling people that if we don't have the Farmland Preservation Plan (FPP), we won't have A1 zoning, we have had A1 forever. Needed to be zoned A1 before going to FPP. A group of farmers wanted the tax credits and that is why we created A1 zoning. Thinks this is wrong. Most larger parcels are, or want A1, A2 is open for development. Every farmer should have the right to stay A1, shouldn't come from the Town Board or the Zoning Board. The the Town should still have A1 zoning, means large scale farming, anything over 40 acres.

David Bradley said the State directed this and the State wants bigger areas. Then asked why changing the classification? What is the reason?

Tom Thiel said it's Winnebago County, and tried to get clusters together. We had other meetings and not many attended or showed interested in FPP.

Grant Stettler said the State wants to block off an entire section of the map and force some farmers into it.

Chuck Kuhrt said there was a conversion fee and many got out then when the fee was dropped. Not many came to the other meetings, or force people in that don't want to be in it. If you want to be, you should but not enough showed interest to block off an area.

Len Schmick said the County won't approve our map.

Walter said to not take A1 away from the farmers. A1 can exist without FPP. Asked when was this letter was sent? He never received it. Clerk Sonnleitner said his parcels are zoned A2.

Eric Whiting said about 10-15 years ago, Winnebago County was no longer an agricultural county. FPP became more of a stick than a carrot. Town's existing FPP expired because the County said we are not an ag county and your tax credit carrot is gone; then to say we are going to blanket everyone into A2, and get rid of A1, can't get it back. May change down the line but when it's gone, it's gone. It should be the landowners' right to stay in A1, can understand the benefit to waive the fee now but the letter sounds mandated; that is wrong.

David Bradley suggested to create a new zoning that is protected if need to get rid of A1.

### 6. Discuss/Recommend to the Town Board approving the request to hear public testimony on the following: 1) the expiration of the Farmland Preservation Plan effective 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the Farmland Preservation Program tax credit after Tax Year 2020, 2) rezone current A1 parcels to A2, and 3) remove A1 zoning from the Town of Utica Zoning Ordinance. Notices have been sent to A1 property owners via certified mail.

Darwin Briggs motions to table this to next month with the attorney here, seconded by Tom Thiel. Carried

### 7. Future Agenda Items

None

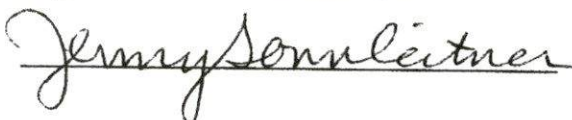
### 8. Adjournment

Adjourned at 8:06pm

Jenny Sonnleitner, Clerk & Planning/Zoning Secretary



Thomas Thiel, Plan Chairman



Jenny Sonnleitner, Clerk & Planning/Zoning Secretary



# TOWN OF UTICA

## Town Board Meeting ~ Agenda

Monday, June 8, 2020

7:10pm – Review Invoices  
7:30pm – Town Board Meeting

Notice is hereby given that a Town Board meeting in the Town of Utica, Winnebago County, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town.

1. Call the Meeting to Order
2. Pledge of Allegiance
3. CONSENT AGENDA
  - A) Approve May 11, 2020 Town Board Meeting Minutes
  - B) Affidavit of Posting/Publication
  - C) Approve Payment of Bills for June
4. Treasurer's Report for May
5. Public Forum: *Opportunity to comment about an Agenda item or new business; say your name & address (no action taken by the Board)*
6. Possible Budget Amendment
7. Business License Renewals: United Cooperative, Utica Golf Club, Wehrmann's; (Jasper's - pending application returned)
8. Operator Licenses: United Cooperative, Utica Golf Club, Wehrmann's
9. Outside Bulletin Board for 3<sup>rd</sup> legal posting location
10. PLAN COMMISSION
  - A) Appoint a Plan Commission Member for a 3-year term replacing Tim Oliver
  - B) Appoint an Alternate Member
  - C) Recommendation from the Plan Commission to table amending the Zoning Ordinance regarding the Farmland Preservation Program that ended 12/31/2019 for the next meeting; August 6, 2020
11. BOARD OF APPEALS
  - A) Reappoint Darwin Briggs for a 3-year term
  - B) Shambles/Gauthier Variance Application: June 11, 2020 at 6:30pm, 1898 Imperial Rd
12. OPEN BOOK: June 17, 2020 10:00am-7:00pm / June 18, 2020 9:00am-6:00pm
13. BOARD OF REVIEW: July 15, 2020 6:00pm-8:00pm
14. ROADS
  - A) Repairs
  - B) Mow Ditches
    - 1) Ripon Truck contract
15. ITEMS FOR INCLUSION IN NEWSLETTER
  - A) Fisk Fireworks – July 3, 2020 at dusk in Fisk. Donations are greatly appreciated and can be sent to Howard Christianson 5550 Fisk Ave. Oshkosh, WI 54904
  - B) Town Board Meeting – July 13, 2020; 7:30pm at the Utica Town Hall
  - C) 2020 ELECTIONS: August 11, November 3
16. CORRESPONDENCE RECEIVED (Discuss/Act on):
  - A) WI Towns Association Monthly Mailing, Building Permits: Brown 6162 Banville Rd, Lloyd 1196 Cty Rd FF, Polfuss 5999 Banville Rd; 4/30/2020 Oshkosh Public Library Meeting Minutes; Winnebago County Health Director's & Officer Gieryn's memo Safer-at-Home Order was unlawful; Fox Valley Technical College Notice of Public Hearing 6/16/2020 at 4:30pm; 5/19/2020 Winnebago County Board of Supervisors Meeting Minutes
17. Adjournment

Jenny Sonnleitner, Clerk Posted: 6/5/2020

**Plan Commission Members (7, 2 alternates) (3-year term):**; Darwin Briggs 12/2020; Ken Schmick 3/2021; Tom Thiel 6/2021 (Chair); Ralph Kalies 7/2021; Chad Bowman (alternate) 8/2021; Terry Beck 11/2021; Grant Stettler 4/2022; Eric Whiting 3/2023 / **Rush Lake Steering Committee (3) (3-year term)**; Chuck Kuhrt 9/2020; Kevin Fritz 2/2021; Tom Davis 5/2021 / **Board of Appeals Members (5, 3 alternates) (3-year term)**; Robert Potratz 3/2021; Brian Trebiatowski 6/2021; Michael Christianson (alternate) 8/2021; Walt Whiting 12/2021; Vicki Williams 5/2022 (Chair); Don Draxler (alternate) 2/2023; Darwin Briggs 6/2023

The Town Board meets regularly the SECOND MONDAY OF EACH MONTH AT 7:30PM (unless otherwise noted). All meetings are open to the public. Discussion and action may occur on any of the above agenda items. Any person wishing to attend who, because of a disability, requires special accommodation, should contact Chairman Len Schmick at 920-589-6774 at least twenty four (24) hours before the scheduled meeting time so appropriate arrangements can be made. This is a public meeting. As such, all members or a majority of the members of the Town Board may be in attendance. While a majority of the Town Board members or the majority of any given Town Board Committee may be present, only the above committee will take official action based on the above agenda. Posted at [townofutica.org](http://townofutica.org), Town Hall, Co-op, and Jasper's. E-mail [utica1730@gmail.com](mailto:utica1730@gmail.com) for email updates.



# TOWN OF UTICA

## Town Board Meeting ~ Minutes

Monday, June 8, 2020

7:00pm – Review Invoices  
7:30pm – Town Board Meeting

Notice is hereby given that a Town Board meeting in the Town of Utica, Winnebago County, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town. The Board can discuss and act on any of the following, except that of the Public Forum.

### 1. CALL THE MEETING TO ORDER

This meeting was called to order by Chairman Schmick at 7:30pm at the Utica Town Hall.

PRESENT: Chairman Leonard Schmick, Supervisor #1 Chuck Kuhrt, Supervisor #2 Grant Stettler, Clerk Jenny Sonnleitner, Treasurer Brenda Morrell; 5 citizens present

### 2. PLEDGE OF ALLEGIANCE

### 3. CONSENT AGENDA:

A) APPROVE MAY 11, 2020 TOWN BOARD MTG MINUTES

B) AFFIDAVIT OF POSTING/PUBLICATION

C) APPROVE PAYMENT OF BILLS FOR JUNE

Chairman Schmick made a motion to approve the Consent Agenda; seconded by Supervisor Stettler. Carried

### 4. TREASURER'S REPORT FOR MAY; BMO HARRIS BANK

Receipts: \$13,325.67; Disbursements: \$66,757.17; Total Balance: \$312,564.37

Total cash on hand including Fire/EMS account: \$342,817.40

### 5. PUBLIC FORUM (Opportunity to comment about an Agenda item or new business; say your name & address (no action taken by the Board))

Tim Oliver said the Fire Department received \$5 checks from Bank of America and wondering what this is for? They will keep cashing them. Received a new 4-wheeler, grass rig, with a pump. Oshkosh Truck donated one to the Fire Department. Will need to insure it.

### 6. POSSIBLE BUDGET AMENDMENTS

No amendments

### 7. BUSINESS LICENSE RENEWALS: UNITED COOPERATIVE, UTICA GOLF CLUB, WEHRMANN'S; JASPER'S

### 8. OPERATOR LICENSES: UNITED COOPERATIVE, UTICA GOLF CLUB, WEHRMANN'S

Chairman Schmick motions to approve all mentioned (#7 & 8), seconded by Supervisor Kuhrt. Carried

### 9. OUTSIDE BULLETIN BOARD FOR 3<sup>RD</sup> LEGAL POSTING LOCATION

Supervisor Stettler motions to change legal postings to the Town Hall, website and Co-op; seconded by Chairman Schmick. Carried

### 10. PLAN COMMISSION

A) APPOINT A PLAN COMMISSION MEMBER FOR A 3-YEAR TERM REPLACING TIM OLIVER

If anyone is interested, let the Board know

B) APPOINT AN ALTERNATE MEMBER

If anyone is interested, let the Board know

Town has an option to decrease to 5 members with alternates. Clerk will work with the attorney to have an Ordinance for July's meeting.

C) RECOMMENDATION FROM THE PLAN COMMISSION TO TABLE AMENDING THE ZONING ORDINANCE REGARDING FARMLAND PRESERVATION PROGRAM THAT ENDED 12/31/2019 FOR THE NEXT MEETING; AUGUST 6, 2020

### 11. BOARD OF APPEALS

A) REAPPOINT DARWIN BRIGGS FOR A 3-YEAR TERM

Supervisor Stettler motions to appoint Darwin Briggs for a 3-year term, seconded by Chairman Schmick. Carried

B) SHAMBLES/GAUTHIER VARIANCE APPLICATION: JUNE 11, 2020 AT 6:30PM, 1898 IMPERIAL RD

### 12. OPEN BOOK: JUNE 17, 2020 10:00AM-7:00PM / JUNE 18, 2020 9:00AM-6:00PM

### 13. BOARD OF REVIEW: JULY 15, 2020 6:00PM-8:00PM

### 14. ROADS

A) REPAIRS

B) MOW DITCHES

1) RIPON TRUCK CONTRACT

Ditch mower is under repair, Ed Walotka is mowing again this year

15. ITEMS FOR INCLUSION IN NEWSLETTER

- A) Fisk Fireworks – July 3, 2020 at dusk in Fisk. Donations are greatly appreciated and can be sent to Howard Christianson 5550 Fisk Ave. Oshkosh, WI 54904
- B) Town Board Meeting – July 13, 2020; 7:30pm at the Utica Town Hall
- C) 2020 ELECTIONS: August 11, November 3


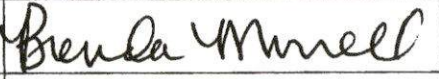

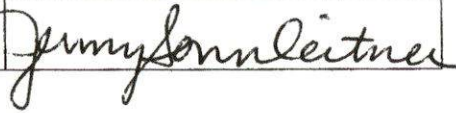

16. CORRESPONDENCE RECEIVED:

- A) WI Towns Association Monthly Mailing, Building Permits: Brown 6162 Banville Rd, Lloyd 1196 Cty Rd FF, Polfuss 5999 Banville Rd; 4/30/2020 Oshkosh Public Library Meeting Minutes; Winnebago County Health Director's & Officer Gieryn's memo Safer-at-Home Order was unlawful; Fox Valley Technical College Notice of Public Hearing 6/16/2020 at 4:30pm; 5/19/2020 Winnebago County Board of Supervisors Meeting Minutes

17. ADJOURNMENT

Adjournment 7:45pm

Jenny Sonnleitner, Clerk

Leonard Schmick – Chairman		Brenda Morrell – Treasurer	
Chuck Kuhrt – Supervisor #1		Jenny Sonnleitner - Clerk	
Grant Stettler – Supervisor #2			



15. ITEMS FOR INCLUSION IN NEWSLETTER

- A) Fisk Fireworks – July 3, 2020 at dusk in Fisk. Donations are greatly appreciated and can be sent to Howard Christianson 5550 Fisk Ave. Oshkosh, WI 54904
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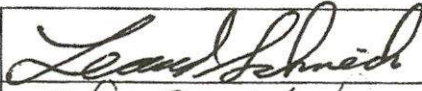
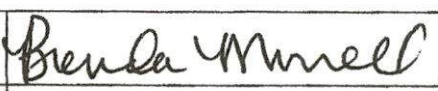

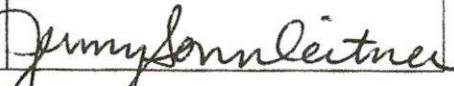

16. CORRESPONDENCE RECEIVED:

- A) WI Towns Association Monthly Mailing, Building Permits: Brown 6162 Banville Rd, Lloyd 1196 Cty Rd FF, Pofuss 5999 Banville Rd; 4/30/2020 Oshkosh Public Library Meeting Minutes; Winnebago County Health Director's & Officer Gieryn's memo Safer-at-Home Order was unlawful; Fox Valley Technical College Notice of Public Hearing 6/16/2020 at 4:30pm; 5/19/2020 Winnebago County Board of Supervisors Meeting Minutes

17. ADJOURNMENT

Adjournment 7:45pm

Jenny Sonnleitner, Clerk

Leonard Schmick – Chairman		Brenda Morrell – Treasurer	
Chuck Kuhrt – Supervisor #1		Jenny Sonnleitner - Clerk	
Grant Stettler – Supervisor #2			

# TOWN OF UTICA PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Thursday, August 6, 2020 at 7:30pm in the Town of Utica, County of Winnebago, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town to hear public testimony on the following: 1) the expiration of the Farmland Preservation Plan effective 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the Farmland Preservation Program tax credit after Tax Year 2020, 2) rezone current A1 parcels to A2, 3) remove A1 zoning from the Town of Utica Zoning Ordinance, and/or 4) amend Zoning Ordinance. A copy of the Zoning Map is located at [townofutica.org](http://townofutica.org) or contact Clerk Sonnleitner at [utica1730@gmail.com](mailto:utica1730@gmail.com) or 920-410-0347 to view the map. Contact Zoning Administrator Tom Thiel at 920-579-3025, or any of the Town Board Members: Chairman Leonard Schmick 920-850-0758, Supervisor Chuck Kuhrt 920-589-5033, Supervisor Grant Stettler 920-410-8358 with any questions or concerns. All written testimony must be received prior to the hearing and can be sent to Clerk Jenny Sonnleitner 6570 Bradley Ave. Pickett, WI 54964 or [utica1730@gmail.com](mailto:utica1730@gmail.com).

Jenny Sonnleitner, Clerk  
Posted: 7/21/2020  
Published: 7/23 & 30/2020

# TOWN OF UTICA

## Plan Commission Meeting

### Agenda

Notice is hereby given that a Town Plan Commission meeting in the Town of Utica, County of Winnebago, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town.

**Thursday, August 6, 2020**

**7:30 pm**

1. Call the Meeting to Order
2. Take Roll Call:
  - A. *Members:* Terry Beck, Darwin Briggs, Ralph Kalies, Grant Stettler, Tom Thiel, Eric Whiting
  - B. *Alternates:* Chad Bowman
3. Approve June 4, 2020 Plan Commission Meeting Minutes
4. Affidavit of Posting/Publication – Secretary and Plan Chairman to sign
5. Ordinance changing Plan Commission to 5-members and 2-alternates. One member to be an Alternate.
6. Public Forum
7. Discuss/Recommend to the Town Board:

To hear public testimony on the following: 1) the expiration of the Farmland Preservation Plan effective 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the Farmland Preservation Program tax credit after Tax Year 2020, 2) rezone current A1 parcels to A2, 3) remove A1 zoning from the Town of Utica Zoning Ordinance, and/or 4) amend Zoning Ordinance. (Making changes to A1 Zoning)
8. Future Agenda Items
9. Adjournment

Jenny Sonnleitner, Clerk  
Posted: 8/5/2020

The Plan Commission meets as needed on the FIRST THURSDAY OF EACH MONTH AT 7:30PM (unless otherwise noted). All meetings are open to the public. Discussion and action may occur on any of the above agenda items.

Any person wishing to attend who, because of a disability, requires special accommodation, should contact Plan Commission Chairman Tom Thiel at 920-579-3025 at least twenty four (24) hours before the scheduled meeting time so appropriate arrangements can be made.

This is a public meeting. As such, all members or a majority of the members of the Town Board may be in attendance. While a majority of the Town Board members or the majority of any given Town Board Committee may be present, only the above committee will take official action based on the above agenda.

Posted at: townofutica.org, Town Hall, Co-op, and website. To receive email updates, e-mail the Clerk at utica1730@gmail.com.



# TOWN OF UTICA

## Plan Commission Meeting ~ Minutes

Thursday, August 6, 2020

7:30 pm

### 1. Call the Meeting to Order

This meeting was called to order by Chairman Tom Thiel at 7:30pm at the Utica Town Hall; 3 present

### 2. Take Roll Call:

- A. *Members Present:* Terry Beck, Darwin Briggs, Grant Stettler, Tom Thiel, Eric Whiting
- B. *Members Absent:* Ralph Kalies
- C. *Alternates Absent:* Chad Bowman
- D. *Board Members Present:* Chuck Kuhrt, Leonard Schmick
- E. Attorney John Blazel

### 3. Approve June 4, 2020 Plan Commission Meeting Minutes

Darwin Briggs motions to accept as presented, seconded by Tom Thiel. Carried

### 4. Affidavit of Posting/Publication – Secretary and Plan Chairman to sign

### 5. Ordinance changing Plan Commission to 5-members and 2-alternates. One member to be an Alternate

Grant Stettler motions to go with a 5-member commission, seconded by Tom Thiel. Carried  
The next person whose term is up may be dropped from the commission.

### 6. Public Forum

No citizens present

### 7. Discuss/Recommend to the Town Board: To hear public testimony on the following: 1) the expiration of the Farmland Preservation Plan effective 12/31/2019, causing landowners in the Town of Utica to not have the option to claim the Farmland Preservation Program tax credit after Tax Year 2020, 2) rezone current A1 parcels to A2, and 3) remove A1 zoning from the Town of Utica Zoning Ordinance, and/or amend Zoning Ordinance. (Making changes to A1 Zoning).

Tom thought to just remove the Farmland Preservation part and leave the rest as is in A1. Attorney Blazel said there is no tax benefit to A1 and can keep restrictions if you want to develop on A1, difficult to split off to build a house, etc. Could appeal A1 and move those in A1 to A2. Terry said there are no advantages to staying in A1, except land restrictions. Eric said the point of leaving A1 would be if someone wants to keep the farm in A1 to make it more difficult to develop. If the next generation wants to change it, they would have to pay to change it. Len said it's not a hurdle anymore, pay \$400 to rezone. No fees now from the State since Farmland Preservation ended. Jenny said 31 residents are currently in A1. Len asked if we kept A1, would the County automatically think the resident is in the plan? Attorney Blazel said that is possible. Tom said A2 is 40 acres, not less. RR is 5 acres to 39. Darwin said if we get rid of A1 and go to A2, the owner can still split it up. Attorney Blazel said you can put a restrictive covenant on your own land and record a notice every 30 years. Len thinks the cleanest thing to do is get rid of A1. Terry agrees. Public session closed.

Grant said if we want to keep A1, what is the advantage to have it vs not have it? It may just be personal preference for the landowner, don't want to be told what to do, yet the Farmland Preservation Plan is gone. A property owner should have the right to say what they want to do with their land. Terry feels there is no advantage to keep it. Eric said with the \$400 to rezone, could do a stipulation to increase the cost to rezone from A1 to A2. Attorney Blazel said the Commission could motion to move all from A1 to A2 and repeal A1 or two motions to remove A1 and the second to repeal. Tom Thiel recommends to remove A1 and move to A2, Darwin Briggs seconded the motion. Carried  
Would need to remove the A1 Zoning from the Zoning Ordinance pending approval of the Town Board.

### 8. Future Agenda Items

None

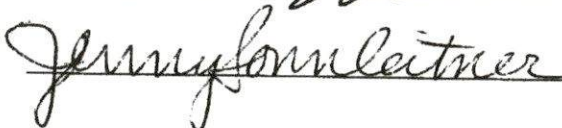
### 9. Adjournment

Adjourned at 8:02pm

Jenny Sonnleitner, Clerk & Planning/Zoning Secretary



Thomas Thiel, Plan Chairman



Jenny Sonnleitner, Clerk & Planning/Zoning Secretary



# TOWN OF UTICA

## Town Board Meeting ~ Agenda

Monday, August 10, 2020

5:10pm – Review Invoices  
5:30pm – Town Board Meeting

Notice is hereby given that a Town Board meeting in the Town of Utica, Winnebago County, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town.

1. Call the Meeting to Order
2. Pledge of Allegiance
3. CONSENT AGENDA
  - A) Approve July 13, 2020 Town Board Meeting Minutes / June 8, 2020 & August 3, 2020 Board of Review Minutes
  - B) Affidavit of Posting/Publication
  - C) Approve Payment of Bills for August
4. Treasurer's Report for July
5. Public Forum: *Opportunity to comment about an Agenda item or new business; say your name & address (no action taken by the Board)*
6. BUDGET
  - A) Possible Budget Amendment
  - B) Designate funds from the sale of the fire truck and jaws
7. TOWN HALL RENTALS: Long-term rental
8. PLAN COMMISSION
  - A) Recommendation from the Plan Commission regarding the Farmland Preservation Program that ended 12/31/2019 to remove A1 and move to A2.
9. WTA – Winnebago County District Meeting: August 20, 2020 at 6:30pm
10. FIRE DEPARTMENT – Picnic Sunday, August 30, 2020 starting at 11am. Pre-order meals for curbside pickup.
11. ROADS
  - A) Repairs
  - B) Mow Ditches
12. RUSH LAKE MEETING - Updates
13. ITEMS FOR INCLUSION IN NEWSLETTER
  - A) Town Board Meeting – September 14, 2020; 7:30pm at the Utica Town Hall
  - B) 2020 ELECTIONS: August 11, November 3
14. CORRESPONDENCE RECEIVED (Discuss/Act on):
  - A) WI Towns Association Monthly Mailing Online; Land Transfers; Building Permits: Hughes 1289 Cty Rd M, Balcerzak 1713 Cottontail Dr; Driveway Permit: Bock 5957 Pickett Rd; Oshkosh Public Library 6/25/2020 Minutes; Winnebago County Board of Supervisors 5/19/2020 Meeting Minutes; Hawkins/Ash CPA
15. Adjournment

Jenny Sonneleitner, Clerk      Posted: 8/8/2020

**Plan Commission Members (7, 2 alternates) (3-year term):** Darwin Briggs 12/2020; Tom Thiel 6/2021 (Chair); Ralph Kalies 7/2021; Chad Bowman (alternate) 8/2021; Terry Beck 11/2021; Grant Stettler 4/2022; Eric Whiting 3/2023 / **Rush Lake Steering Committee (3) (3-year term):** Chuck Kuhrt 9/2020; Kevin Fritz 2/2021; Tom Davis 5/2021 / **Board of Appeals Members (5, 3 alternates) (3-year term):** Robert Potratz 3/2021; Brian Trebialsowski 6/2021; Michael Christianson (alternate) 8/2021; Walt Whiting 12/2021; Vicki Williams 5/2022 (Chair); Don Draxler (alternate) 2/2023; Darwin Briggs 6/2023

The Town Board meets regularly the SECOND MONDAY OF EACH MONTH AT 7:30PM (unless otherwise noted). All meetings are open to the public. Discussion and action may occur on any of the above agenda items. Any person wishing to attend who, because of a disability, requires special accommodation, should contact Chairman Len Schmick at 920-589-6774 at least twenty four (24) hours before the scheduled meeting time so appropriate arrangements can be made. This is a public meeting. As such, all members or a majority of the members of the Town Board may be in attendance. While a majority of the Town Board members or the majority of any given Town Board Committee may be present, only the above committee will take official action based on the above agenda. Posted at [townofutica.org](http://townofutica.org), Town Hall, and Co-op.



# TOWN OF UTICA

## Town Board Meeting ~ Minutes

Monday, August 10, 2020

5:10pm – Review Invoices  
5:30pm – Town Board Meeting

*Notice is hereby given that a Town Board meeting in the Town of Utica, Winnebago County, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town. The Board can discuss and act on any of the following, except that of the Public Forum.*

**1. CALL THE MEETING TO ORDER**

This meeting was called to order by Chairman Schmick at 5:35pm at the Utica Town Hall.

**PRESENT:** Chairman Leonard Schmick, Supervisor #1 Chuck Kuhrt, Supervisor #2 Grant Stettler, Clerk Jenny Sonnleitner; Treasurer Brenda Morrell was not present; 0 citizens present

**2. PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA:**

- A) APPROVE JULY 13, 2020 TOWN BOARD MTG MINUTES / JUNE 8, 2020 & AUGUST 3, 2020 BOARD OF REVIEW MINUTES
- B) AFFIDAVIT OF POSTING/PUBLICATION
- C) APPROVE PAYMENT OF BILLS FOR AUGUST

Chairman Schmick made a motion to approve the Consent Agenda; seconded by Supervisor Stettler. Carried

**4. TREASURER'S REPORT FOR JULY; BMO HARRIS BANK**

Receipts: \$41,550.80; Disbursements: \$256,949.15; Total Balance: \$83,594.35

Total cash on hand including Fire/EMS account: \$113,847.38

**5. PUBLIC FORUM (Opportunity to comment about an Agenda item or new business; say your name & address (no action taken by the Board))**

No comments

**6. BUDGET**

- A) Possible Budget Amendment - No amendments
- B) Designate funds from the sale of the fire truck and jaws

Chairman Schmick made a motion to pay off the new truck, seconded by Supervisor Stettler. Carried

**7. TOWN HALL RENTALS: LONG-TERM RENTAL**

Will discuss at September's Board meeting

**8. PLAN COMMISSION**

- A) RECOMMENDATION FROM THE PLAN COMMISSION REGARDING THE FARMLAND PRESERVATION PROGRAM THAT ENDED 12/31/2019 TO REMOVE A1 AND MOVE TO A2.

Chairman Schmick motions to accept the recommendation, seconded by Supervisor Stettler. Carried

**9. WTA – WINNEBAGO COUNTY DISTRICT MEETING: AUGUST 20, 2020 AT 6:30PM**

**10. FIRE DEPARTMENT – PICNIC SUNDAY, AUGUST 30, 2020 STARTING AT 11AM. PRE-ORDER MEALS FOR CURBSIDE PICKUP**

Chairman Schmick's only concern is not paying up front and taking a chance buying chicken and people not picking up their order.

**11. ROADS**

- A) REPAIRS – Bonnieview Road and patch where needed
- B) MOW DITCHES – One more time to mow. If Rich Borgardt does not mow, some of the Board members can

**12. RUSH LAKE MEETING UPDATES**

Table and will discuss at September's Board meeting

**13. ITEMS FOR INCLUSION IN NEWSLETTER**

- A) Town Board Meeting – September 14, 2020; 7:30pm at the Utica Town Hall
- B) 2020 ELECTIONS: August 11, November 3

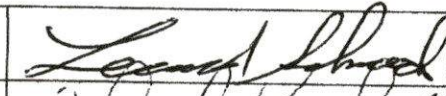
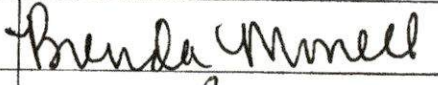
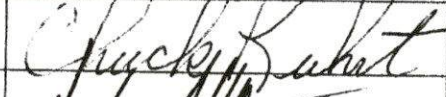


**14. CORRESPONDENCE RECEIVED:**

- A) WI Towns Association Monthly Mailing Online, Land Transfers, Building Permits: Hughes 1289 Cty Rd M, Balcerzack 1713 Cottontail Dr; Driveway Permit: Bock 5957 Pickett Rd; Oshkosh Public Library 6/25/2020 Minutes; Winnebago County Board of Supervisors 5/19/2020 Meeting Minutes; Hawkins/Ash CPA

**15. ADJOURNMENT**

Adjournment 5:47pm

Jenny Sonnleitner, Clerk

Leonard Schmick – Chairman		Brenda Morrell – Treasurer	
Chuck Kuhrt – Supervisor #1		Jenny Sonnleitner – Clerk	
Grant Stettler – Supervisor #2			



Town of Utica Parcels Zoned A-1 in Town Zoning Jurisdiction (Non-Shoreland Areas)

May 14, 2020

PARCEL #	OWNER NAME 1	OWNER NAME 2	POSTAL ADDRESS 1	POSTAL ADDRESS 2	POSTAL CITY/STATE/ZIP	PHYSICAL ADDRESS	PHYSICAL CITY/STATE/ZIP	STATED AC.
0240638	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			21.59
0240697	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			10.02
024070601	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			7.53
0240709	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			38.34
0240721	STATE OF WISCONSIN DNR		101 S WEBSTER ST		MADISON WI 53703			30.00
0240725	STATE OF WISCONSIN DNR		101 S WEBSTER ST		MADISON WI 53703	6188 MAHLKE RD	PICKETT WI 54964	32.70
0240748	STATE OF WISCONSIN DNR		101 S WEBSTER ST		MADISON WI 53703			10.00
0240036	THORSON, HEATHER A		2131 COUNTY RD FF		OSHKOSH WI 54904	2131 COUNTY RD FF	OSHKOSH WI 54904	40.00
0240070	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE	ONE FEDERAL DR	FORT SNELLING MN 55111			40.00
0240071	UNITED STATES OF AMERICA		ONE FEDERAL DR RM 610		FT SNELLING MN 55111			35.94
0240072	UNITED STATES OF AMERICA		ONE FEDERAL DR RM 610		FT SNELLING MN 55111			40.00
0240097	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE	ONE FEDERAL DR	FT SNELLING MN 55111			39.10
0240125	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE	ONE FEDERAL DR	FORT SNELLING MN 55111			40.00
0240126	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE	ONE FEDERAL DR	FORT SNELLING MN 55111			40.00
0240128	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE	ONE FEDERAL DR	FORT SNELLING MN 55111	6532 BRADLEY AVE	PICKETT WI 54964	22.50
0240362	UNITED STATES OF AMERICA		1 FEDERAL DR		FT SNELLING MN 55111			40.00
0240367	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE SERVICE	BHW FEDERAL BLDG	FORT SNELLING MN 55111 4056			25.00
0240368	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE SERVICE	BHW FEDERAL BLDG	FORT SNELLING MN 55111 4056			40.00
0240371	UNITED STATES OF AMERICA		C/O US FISH & WILDLIFE SERVICE	BHW FEDERAL BLDG	FORT SNELLING MN 55111 4056			25.00
024075302	WINDY HILL ACRES LLC		6035 KUMBIER RD		PICKETT WI 54964			0.28
0240753	ZAHN, GARY W	ZAHN, JODY R	6035 KUMBIER RD		PICKETT WI 54964	6035 KUMBIER RD	PICKETT WI 54964	34.18
0240754	ZAHN, GARY W	ZAHN, JODY R	6035 KUMBIER RD		PICKETT WI 54964			40.00



Town of Utica Parcels Zoned A-1 in Town Zoning Jurisdiction (Non-Shoreland Areas)

May 14, 2020

PARCEL #	OWNER NAME 1	OWNER NAME 2	POSTAL ADDRESS 1	POSTAL ADDRESS 2	POSTAL CITY/STATE/ZIP	PHYSICAL ADDRESS	PHYSICAL CITY/STATE/ZIP	STATED AC.
0240681	BADTKE LIV TST, ARNOLD	BADTKE LIV TST, DOROTHY, et al.	N9569 ELBOW RD		RIPON WI 54971			40.00
0240238	BEAN, THOMAS D		5154 FISK AVE		OSHKOSH WI 54904	5154 FISK AVE	OSHKOSH WI 54904	18.75
0240249	BEAN, THOMAS D		5154 FISK AVE		OSHKOSH WI 54904			40.00
0240251	BEAN, THOMAS D		5154 FISK AVE		OSHKOSH WI 54904			40.00
0240254	BEAN, THOMAS D		5154 FISK AVE		OSHKOSH WI 54904			40.00
0240603	BOESHAAR REAL ESTATE INVESTMENTS LLC		PO BOX 311		RIPON WI 54971			33.62
0240604	BOESHAAR REAL ESTATE INVESTMENTS LLC		PO BOX 311		RIPON WI 54971			40.00
0240514	BORGARDT, DEE ANN	BORGARDT, MARK, et al.	5276 W RIPPLE AVE		OSHKOSH WI 54904			40.00
0240515	BORGARDT, DEE ANN	BORGARDT, MARK, et al.	5276 W RIPPLE AVE		OSHKOSH WI 54904			20.00
0240517	BORGARDT, DEE ANN	BORGARDT, MARK, et al.	5276 W RIPPLE AVE		OSHKOSH WI 54904	5202 ANGLE RD	OSHKOSH WI 54904	10.00
0240519	BORGARDT, DEE ANN	BORGARDT, MARK, et al.	5276 W RIPPLE AVE		OSHKOSH WI 54904			40.00
0240533	BORGARDT, DEE ANN	BORGARDT, MARK, et al.	5276 W RIPPLE AVE		OSHKOSH WI 54904			39.36
0240781	BORGARDT, ROBERT A	BORGARDT, KATHLEEN M	377 JAMES RD		PICKETT WI 54964			40.00
0240782	BORGARDT, ROBERT A	BORGARDT, KATHLEEN M	377 JAMES RD		PICKETT WI 54964	377 JAMES RD	PICKETT WI 54964	40.00
024079301	BORGARDT, ROBERT A	BORGARDT, KATHLEEN M	377 JAMES RD		PICKETT WI 54964			15.00
0240154	BRADBO FARMS INC		6403 BRADLEY AVE		PICKETT WI 54964			40.00
0240156	BRADBO FARMS INC		6403 BRADLEY AVE		PICKETT WI 54964	6403 BRADLEY AVE	PICKETT WI 54964	10.00
0240158	BRADBO FARMS INC		6403 BRADLEY AVE		PICKETT WI 54964			40.00
0240159	BRADBO FARMS INC		6403 BRADLEY AVE		PICKETT WI 54964			40.00
0240336	BRADBO FARMS INC		6403 BRADLEY AVE		PICKETT WI 54964			40.00
0240597	BRADBO FARMS INC		C/O DAVID BRADLEY & S SORENSON	6403 BRADLEY AVE	PICKETT WI 54964			32.84
0240598	BRADBO FARMS INC		C/O DAVID BRADLEY & S SORENSON	6403 BRADLEY AVE	PICKETT WI 54964			30.52
024060102	BRADBO FARMS INC		C/O DAVID BRADLEY & S SORENSON	6403 BRADLEY AVE	PICKETT WI 54964			32.23
0240726	BRADBO FARMS INC		C/O DAVID BRADLEY & S SORENSON	6403 BRADLEY AVE	PICKETT WI 54964			20.00
0240727	BRADBO FARMS INC		C/O DAVID BRADLEY & S SORENSON	6403 BRADLEY AVE	PICKETT WI 54964			20.00
0240050	FISHER REV TST, FRANK D	FISHER REV TST, ROCHELLE A	2800 LOST LN		OMRO WI 54963			40.00
0240051	FISHER REV TST, FRANK D	FISHER REV TST, ROCHELLE A	2800 LOST LN		OMRO WI 54963			38.13
0240073	FISHER REV TST, FRANK D	FISHER REV TST, ROCHELLE A	2800 LOST LN		OMRO WI 54963			40.00
0240409	GEFFERS, DAVID		330 W 18TH AVE		OSHKOSH WI 54902			40.00
0240696	HINZ, DANIEL P	HINZ, STEPHANIE E	501 COUNTY RD M		PICKETT WI 54964			73.79
0240717	HINZ, DANIEL P	HINZ, STEPHANIE E	501 COUNTY RD M		PICKETT WI 54964			2.81
0240720	HINZ, DANIEL P	HINZ, STEPHANIE E	501 COUNTY RD M		PICKETT WI 54964			40.00
0240733	HINZ, DANIEL P	HINZ, STEPHANIE E	501 COUNTY RD M		PICKETT WI 54964			18.18
024073302	HINZ, DANIEL P	HINZ, STEPHANIE E	501 COUNTY RD M		PICKETT WI 54964			1.52
0240689	HINZ, MICHAEL J	HINZ, KAREN L	501 COUNTY RD M		PICKETT WI 54964	501 COUNTY RD M	PICKETT WI 54964	34.82
0240691	HINZ, MICHAEL J	HINZ, KAREN L	501 COUNTY RD M		PICKETT WI 54964			18.00
0240695	HINZ, MICHAEL J	HINZ, KAREN L	501 COUNTY RD M		PICKETT WI 54964			40.00
0240718	HINZ, MICHAEL J	HINZ, KAREN L	501 COUNTY RD M		PICKETT WI 54964			36.81
0240719	HINZ, MICHAEL J	HINZ, KAREN L	501 COUNTY RD M		PICKETT WI 54964			35.93
0240246	HOPPE, DEBRA		300 RUDOLPH ST		SPRINGFIELD TN 37172	4981 FISK AVE	OSHKOSH WI 54904	21.00
0240401	HUGHES, BENJIE M	HUGHES, JANE A	1289 COUNTY RD M		PICKETT WI 54964	1289 COUNTY RD M	PICKETT WI 54964	39.60
0240402	HUGHES, BENJIE M	HUGHES, JANE A	1289 COUNTY RD M		PICKETT WI 54964			39.60
024040401	HUGHES, BENJIE M	HUGHES, JANE A	1289 COUNTY RD M		PICKETT WI 54964			14.00
024040501	HUGHES, BENJIE M	HUGHES, JANE A	1289 COUNTY RD M		PICKETT WI 54964			16.84
024016302	HUNTER, BRUCE A	HUNTER, TRISHA J	1773 ELO RD		PICKETT WI 54964	1773 ELO RD	PICKETT WI 54964	5.00
0240162	HUNTER, RALPH	HUNTER, JOAN	1785 ELO RD		PICKETT WI 54964			40.00
024031501	HUNTER, RALPH	HUNTER, JOAN	1785 ELO RD		PICKETT WI 54964			25.41
0240330	HUNTER, RALPH	HUNTER, JOAN	1785 ELO RD		PICKETT WI 54964			40.00
0240469	HUNTER, RALPH	HUNTER, JOAN	1785 ELO RD		PICKETT WI 54964			20.00
0240151	HUNTER, RALPH R	HUNTER, JOAN K	1785 ELO RD		PICKETT WI 54964			39.00
024015301	HUNTER, RALPH R	HUNTER, JOAN K	1785 ELO RD		PICKETT WI 54964			36.00
024016303	HUNTER, RALPH R	HUNTER, JOAN K	1785 ELO RD		PICKETT WI 54964	1789 ELO RD	PICKETT WI 54964	32.96
0240076	K & J ACRES LLC		3996 EMPIRE DR		DEFORREST WI 53532			41.80
0240166	KASUBOSKI, KEVIN M	KASUBOSKI, BRENDA J	2027 BURR OAK RD		OSHKOSH WI 54904	2027 BURR OAK RD	OSHKOSH WI 54904	40.00
0240602	KATZUR, WAYNE R	KATZUR, BETTY L	6125 COUNTY RD N		PICKETT WI 54964	6125 COUNTY RD N	PICKETT WI 54964	40.00
0240569	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			20.00
0240571	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			20.00
0240575	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			38.33



Town of Utica Parcels Zoned A-1 in Town Zoning Jurisdiction (Non-Shoreland Areas)

May 14, 2020

PARCEL #	OWNER NAME 1	OWNER NAME 2	POSTAL ADDRESS 1	POSTAL ADDRESS 2	POSTAL CITY/STATE/ZIP	PHYSICAL ADDRESS	PHYSICAL CITY/STATE/ZIP	STATED AC.
0240576	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			40.00
0240583	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			20.00
0240588	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			20.00
0240605	KEHL, KATHIE J	SCHMITZ, JULIE A, et al.	C/O ELLSWORTH KATZUR	1202 INDIGO DR	OSHKOSH WI 54902			40.00
0240420	KENNEDY, AMBER G		6694 RUSTIC MEADOWS RD		PICKETT WI 54964			40.00
024042802	KENNEDY, AMBER G		6694 RUSTIC MEADOWS RD		PICKETT WI 54964			67.33
024060704	KENNEDY, AMBER G		6694 RUSTIC MEADOWS RD		PICKETT WI 54964			56.66
024042801	KENNEDY, DAVID A	KENNEDY, AMBER G	953 COUNTY RD M		PICKETT WI 54964	953 COUNTY RD M	PICKETT WI 54964	12.65
024003102	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			1.03
0240032	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904	2353 COUNTY RD FF	OSHKOSH WI 54904	40.00
0240035	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240052	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			38.68
0240053	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240054	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240055	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			30.00
0240058	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240165	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			34.39
0240192	KLEINSCHMIDT JOHNSON, LYNDA A		2353 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240541	KONARD, JUDITH A		4838 COUNTY RD FF		OSHKOSH WI 54904			33.62
0240542	KONARD, JUDITH A		4838 COUNTY RD FF		OSHKOSH WI 54904			40.00
0240682	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964	6957 HILLSIDE RD	PICKETT WI 54964	37.55
0240684	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964			40.00
0240685	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964			37.62
0240687	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964			39.57
0240713	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964			14.54
0240715	KOPLITZ, GARY M	KOPLITZ, MARY E	6957 HILLSIDE RD		PICKETT WI 54964			15.00
0240669	KOPLITZ, GARY M	KOPLITZ, MARY ELLEN	6957 HILLSIDE DR		PICKETT WI 54964			70.17
0240520	KUMBIER, DARRIEL D, JR		W660 CUMBERLAND AVE		BERLIN WI 54923 9710			40.00
024052101	LLOYD, THOMAS H	LLOYD, ELLEN M	5010 COUNTY RD N		PICKETT WI 54964			13.76
0240523	LLOYD, THOMAS H	LLOYD, ELLEN M	5010 COUNTY RD N		PICKETT WI 54964			40.00
0240526	LLOYD, THOMAS H	LLOYD, ELLEN M	5010 COUNTY RD N		PICKETT WI 54964			10.00
024052901	LLOYD, THOMAS H	LLOYD, ELLEN M	5010 COUNTY RD N		PICKETT WI 54964	5010 COUNTY RD N	PICKETT WI 54964	0.93
0240493	LUND, GARY CARL		5273 LEONARD POINT RD		OMRO WI 54963			26.69
0240014	MAROHN FARMS INC	MAROHN, DANIEL	5262 COUNTY RD K		OSHKOSH WI 54904			4.73
0240020	MAROHN FARMS INC	MAROHN, DANIEL	5262 COUNTY RD K		OSHKOSH WI 54904			11.76
0240022	MAROHN FARMS INC	MAROHN, DANIEL	5262 COUNTY RD K		OSHKOSH WI 54904			62.07
0240408	MAROHN, ALLAN		6898 MOUNTAIN RD		PICKETT WI 54964			40.00
0240421	MAROHN, ALLAN		6898 MOUNTAIN RD		PICKETT WI 54964			40.00
0240737	MILLER, JEFFERY J		W11165 ZOAR RD		PICKETT WI 54964			40.00
0240740	MILLER, JEFFERY J		W11165 ZOAR RD		PICKETT WI 54964			40.00
0240735	MILLER, JEFFREY J		W11165 ZOAR RD		PICKETT WI 54964			35.28
0240736	MILLER, JEFFREY J		W11165 ZOAR RD		PICKETT WI 54964			40.00
0240739	MILLER, JEFFREY J		W11165 ZOAR RD		PICKETT WI 54964			40.00
0240665	PAGE, CHRISTIAN P	PAGE, RENEE L	N8912 HIGHWAY 44		RIPON WI 54971			40.00
0240666	PAGE, CHRISTIAN P	PAGE, RENEE L	N8912 HIGHWAY 44		RIPON WI 54971			30.00
0240667	PAGE, CHRISTIAN P	PAGE, RENEE L, et al.	N8912 STATE RD 44		RIPON WI 54971	6840 HILLSIDE RD	PICKETT WI 54964	40.00
0240668	PAGE, CHRISTIAN P	PAGE, RENEE L, et al.	N8912 STATE RD 44		RIPON WI 54971			40.00
024070501	PAGE, CHRISTIAN P	PAGE, RENEE L, et al.	N8912 STATE RD 44		RIPON WI 54971			1.00
0240707	PAGE, CHRISTIAN P	PAGE, RENEE L, et al.	N8912 STATE RD 44		RIPON WI 54971			4.00
0240651	PAGE, GARY M	PAGE, JANE W	N8901 STATE RD 44		RIPON WI 54971			20.00
0240664	PAGE, GARY M	PAGE, JANE W	N8901 STATE RD 44		RIPON WI 54971	652 SPORTSMAN RD	PICKETT WI 54964	40.00
0240680	PAGE, GARY M	PAGE, JANE W	N8901 STATE RD 44		RIPON WI 54971			39.46
024053401	SCHULTZ, ERIC B		N9477 OAK RD		PICKETT WI 54964			2.00
0240537	SCHULTZ, ERIC B		N9477 OAK RD		PICKETT WI 54964	5221 COUNTY RD N	PICKETT WI 54964	40.00
0240540	SCHULTZ, ERIC B		N9477 OAK RD		PICKETT WI 54964			40.00
0240586	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			13.86
0240589	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			20.00
0240600	SINA REV TST, DAVID P	SINA REV TST, DIANA C	7435 SPORTSMAN RD		RIPON WI 54971			40.00



DATE: 04/20/21

# R E S O L U T I O N

No. 012

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 04/12/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of Thomas Vrhovnik and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF BLACK WOLF, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Agriculture)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby  **ADOPTED** OR  **DENIED**.

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0497-03**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

Jon Doemel

County Board Supervisory district **32 - Keller**



Winnebago County  
Zoning Department  
*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF MARCH 5, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. **Thomas Vrhovnik** - Town Zoning Change (Tax ID No: 004-0497-03) – Town of Black Wolf.

The town zoning change for Thomas Vrhovnik is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural & Rural and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

2. Thomas & Patti Fenner - Town Zoning Change (Tax ID No: 004-0434-02) – Town of Black Wolf.

The town zoning change for Thomas & Patti Fenner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from R-1 (Rural Residential) to A-2 (General Agriculture) and Winnebago County's future land use plan shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

3. Rodney & Paula Measure - Town Zoning Change (Tax ID No: 004-0175-01) – Town of Black Wolf.

The town zoning change for Rodney & Paula Measure is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential and Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

4. Kenneth Kreiter - Town Zoning Change (Tax ID No: 004-0144-02) – Town of Black Wolf.

The town zoning change for Kenneth Kreiter is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

5. Keith & Amber Schneider - Town Zoning Change (Tax ID No: 004-0288-01-02) – Town of Black Wolf.

The town zoning change for Keith & Amber Schneider is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to R-1 (Rural Residential) and Winnebago County's future land use plan which, incorporates the City of Oshkosh' future land use plan, shows future land use as Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

6. Joshua & Carly Parker - Town Zoning Change (Tax ID No: 004-0505-02) – Town of Black Wolf.

The town zoning change for Joshua & Carly Parker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

7. John Willeford - Town Zoning Change (Tax ID No: 004-0196-06-01) – Town of Black Wolf.

The town zoning change for John Willeford is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) to and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



8. Town of Clayton - Town Zoning Change (Tax ID No: 006-0340-03) – Town of Clayton.

The town zoning change for Town of Clayton is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to P-1 (Public Institutional) and Winnebago County's future land use plan shows future land use as Non-Residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*

9. Luke & Ashley Herriges - Town Zoning Change (Tax ID Nos: 006-0040-07-01, 006-0040-07-02, 006-0040-07-03, 006-0040-07-04) – Town of Clayton.

The town zoning change for Luke & Ashley Herriges is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from A-2 (General Agriculture) to RR (Rural Residential) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*Approved 5-0*



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

A-2 (general agriculture)  
to R-1 (rural residential)  
FLU: Agd rural  
Environmental

1. Name of Property Owner: Thomas Vrhovnik  
 Address of Owner: 7777 Swiss Rd.  
Oshkosh WI 54902
2. Name of Applicant: (Same)  
 Address of Applicant: \_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable): PT SE SW COM S 1/4 COR SEC 31 N 232.97 FT POB W 402.05 FT N 758.72 FT E 402.05 FT TO EL SE SW S 758.13 FT TO POB

4. Tax Parcel Number (if existing parcel): 004-0497-03

5. Section: 31 Town: 17 N Range: 17 E

6. Existing Zoning: A-2 Name of District: General Agriculture

7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

### 9. Findings:

- > The Town of Black Wolf has a Comprehensive Plan
- > The zoning change is in compliance with that comprehensive plan.

- > The parcel was created in 1993
- > The parcel has a non-conforming zoning designation because the Town requires a minimum of 10 acres to be Zoned A-2
- > The property owner would like to have a conforming zoning designation.
- > There are 7 R-1 (Residential) properties within 700 feet.
- > Winnebago County has already switched the Shoreland Zoned portion of this parcel to R-1

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on December 7, 2020, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas G. Verstegen  
Thomas G. Verstegen

Date: 2/8/2021

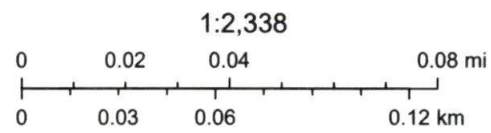


# Site Map



2/10/2021, 9:46:15 AM

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
  - Navigable - Permanent (unchecked)
  - Navigable - Intermittent (unchecked)
  - Navigable - Stream (unchecked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)



Winnebago County GIS, Imagery Date: April 2020



1 145-042021

2 **RESOLUTION: Commendation for Julie Dodd**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5

6 **WHEREAS**, Julie Dodd has been employed with the Winnebago County Park View Health Center for the  
7 past thirty-three years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Julie Dodd has now retired from those duties, and it is appropriate for the Winnebago County  
9 Board of Supervisors to acknowledge her years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere  
12 appreciation and commendation is hereby extended to Julie Dodd for the fine service she has rendered to  
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to  
16 Julie Dodd.

17

Respectfully submitted by:

18

**PERSONNEL AND FINANCE COMMITTEE**

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

25

26

27

28

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

1 **146-042021**

2 **RESOLUTION: Commendation for Laura Todd**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5

6 **WHEREAS**, Laura Todd has been employed with the Winnebago County Information Systems Department  
7 for the past twenty-three years, and during that time has been a most conscientious and devoted County employee;  
8 and

9 **WHEREAS**, Laura Todd has now retired from those duties, and it is appropriate for the Winnebago County  
10 Board of Supervisors to acknowledge her years of service.

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere  
12 appreciation and commendation is hereby extended to Laura Todd for the fine service she has rendered to  
13 Winnebago County.  
14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to  
16 Laura Todd.  
17

18 Respectfully submitted by:

19 **PERSONNEL AND FINANCE COMMITTEE**

20

21 Committee Vote: **4-0**

22 Vote Required for Passage: **Majority of Those Present**

23

24

25 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

26

27

28

29

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

1 147-042021

2 **RESOLUTION: Commendation for Michael Drews**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5

6 **WHEREAS**, Michael Drews has been employed with the Winnebago County Highway Department for the  
7 past thirty-nine years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Michael Drews has now retired from those duties, and it is appropriate for the Winnebago  
9 County Board of Supervisors to acknowledge his years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere  
12 appreciation and commendation is hereby extended to Michael Drews for the fine service he has rendered to  
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to  
16 Michael Drews.

17

Respectfully submitted by:

18

**PERSONNEL AND FINANCE COMMITTEE**

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

25

26

27

28

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive



1 148-042021

2 **RESOLUTION: Commendation for Lee Ann Fronczak**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5

6 **WHEREAS**, Lee Ann Fronczak has been employed with the Winnebago County Park View Health Center  
7 for the past thirty-three, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Lee Ann Fronczak has now retired from those duties, and it is appropriate for the Winnebago  
9 County Board of Supervisors to acknowledge her years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere  
12 appreciation and commendation is hereby extended to Lee Ann Fronczak for the fine service she has rendered to  
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to  
16 Lee Ann Fronczak.

17

Respectfully submitted by:

18

**PERSONNEL AND FINANCE COMMITTEE**

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

25

26

27

28

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

1 **149-042021**

2

3 **RESOLUTION: Disallow Claim of Ralph Gratz**

4

5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6

7 **WHEREAS**, your Personnel and Finance Committee has had the claim of Ralph Gratz referred to it for  
8 review; and

9 **WHEREAS**, your Committee has investigated the claim and recommends it be disallowed by Winnebago  
10 County.

11

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim  
13 of Ralph Gratz, filed with the County Clerk on February 22, 2021, is hereby disallowed since there is no basis for  
14 liability on the part of Winnebago County.

15

16 Submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **4-0**

19 Vote Required for Passage: **Majority of Those Present**

20

21 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

22

23

24

25

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

SUSAN T. ERTMER  
County Clerk

415 JACKSON STREET, P.O. BOX 2808  
OSHKOSH, WISCONSIN 54903-2808



OSHKOSH (920) 236-4890  
FOX CITIES (920) 727-2880  
FAX (920) 303-3025  
E-mail: [countyclerk@co.winnebago.wi.us](mailto:countyclerk@co.winnebago.wi.us)

**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

**NOTICE OF CLAIM**

DATE: February 23, 2021  
TO: Joel Luepke, Tracy Rosenthal and Joan Lowe  
FROM: Cassie Smith-Gregor  
RE: Claim from Ralph Gratz for damage to his mailbox caused by a Winnebago County snow plow.

This claim will be presented to the county board at their March 16, 2021 meeting.



**TO: Sue Ertmer – Winnebago County Clerk  
112 Otter  
Oshkosh, WI 54901**

**2-22-21**

**From: Ralph Gratz 1090 Island Est. Ct. Oshkosh, WI 54901  
920-420-4135 [rolf54901@yahoo.com](mailto:rolf54901@yahoo.com)**

**Good morning!**

**Unfortunately during the last snow storm a couple of weeks ago a county plow backed into my mail box destroying it. Jeremy Butzlaff was able to visit the sight and view the damage.**

**I live in a cull-DE-sac and we normally have a special front end loader plow. For some reason a standard plow came and tried to plow. After spending some time trying to navigate the circle he backed into my mail box and gave up leaving snow in the circle. (The front end loader came later to finish).**

**I had a very nice decorative metal post/box installed in 2018 that was attached with bolts to a concrete pad. The plow broke the bottom of the post off, and damaged the box beyond repair.**

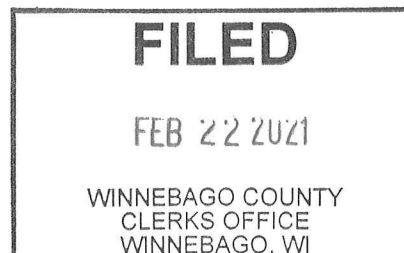
**I have enclosed pictures to verify the damage:**

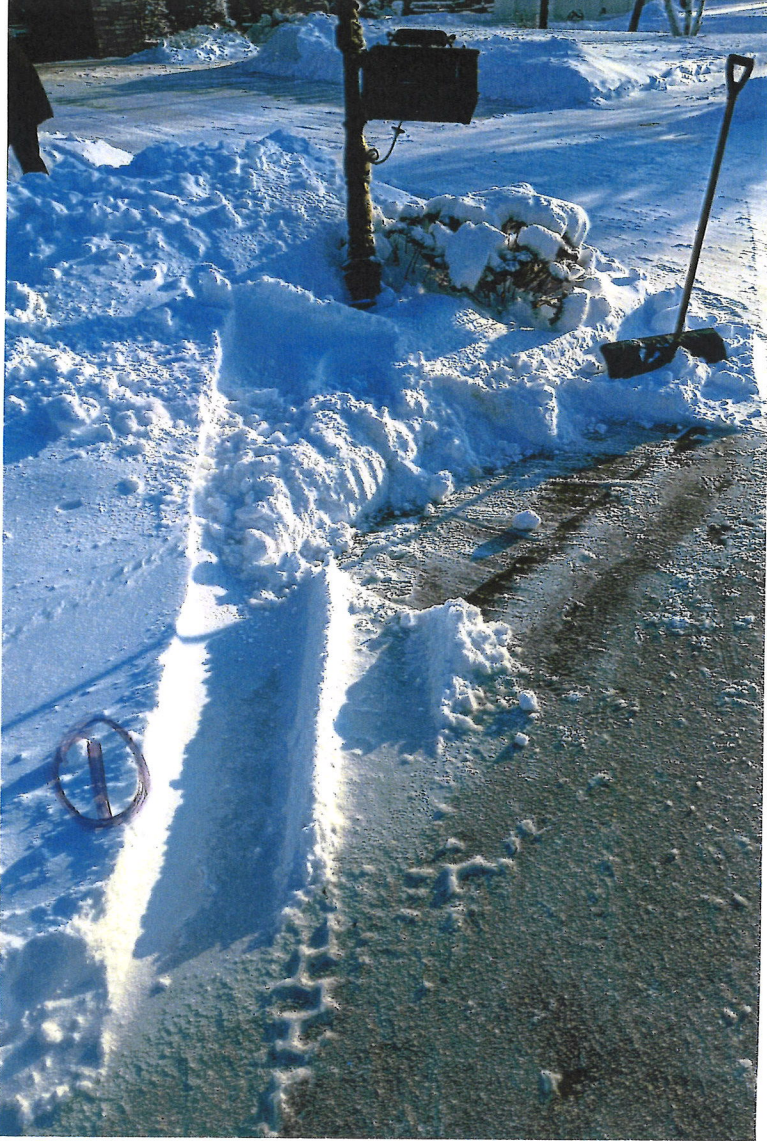
- #1 – This shows the tire tracks of the plow running up to the box.**
- #2 - Bottom of the post with broken edges**
- #3 - Broken mail box portion of unit**
- #4 – Box and attachment damage**

**I have attached a copy of Amazon's replacement item (exhibit 5). As you can view on this exhibit the cost is \$299.99. Plus tax of 5% (\$15) = \$314.99 I request a payment for replacement in that amount. (I have Amazon prime for free delivery).**

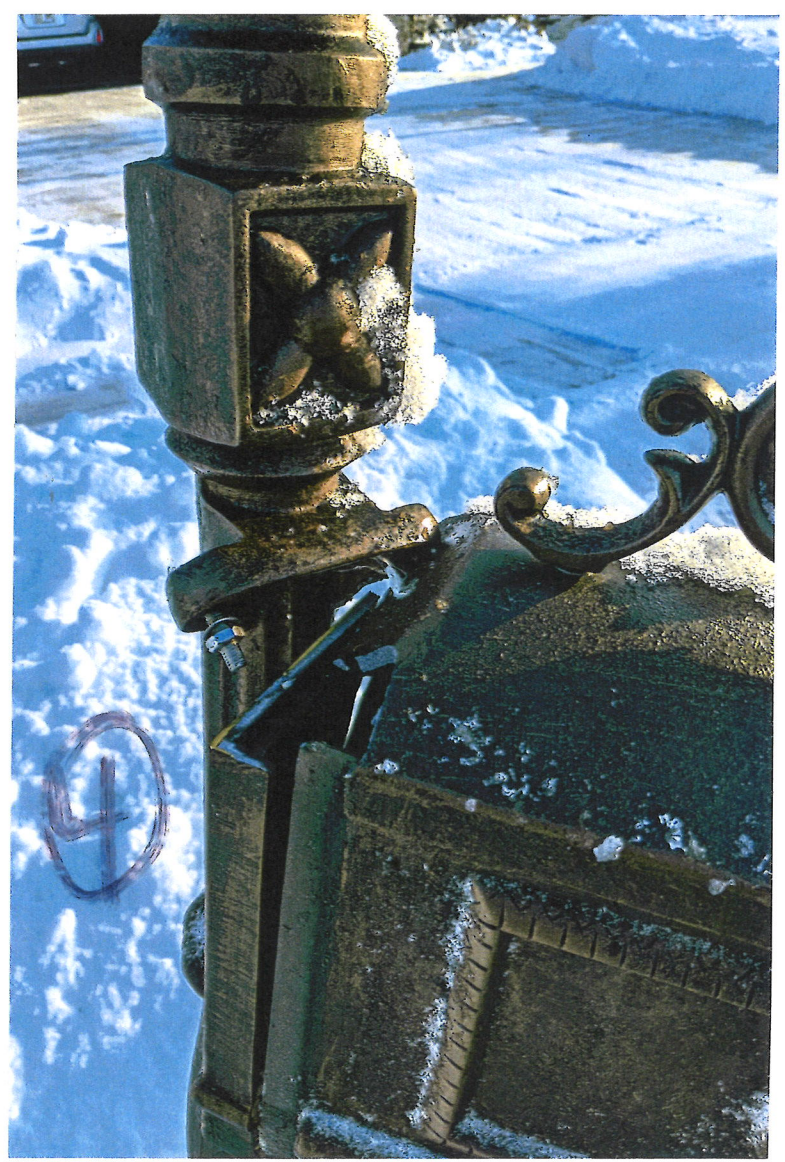
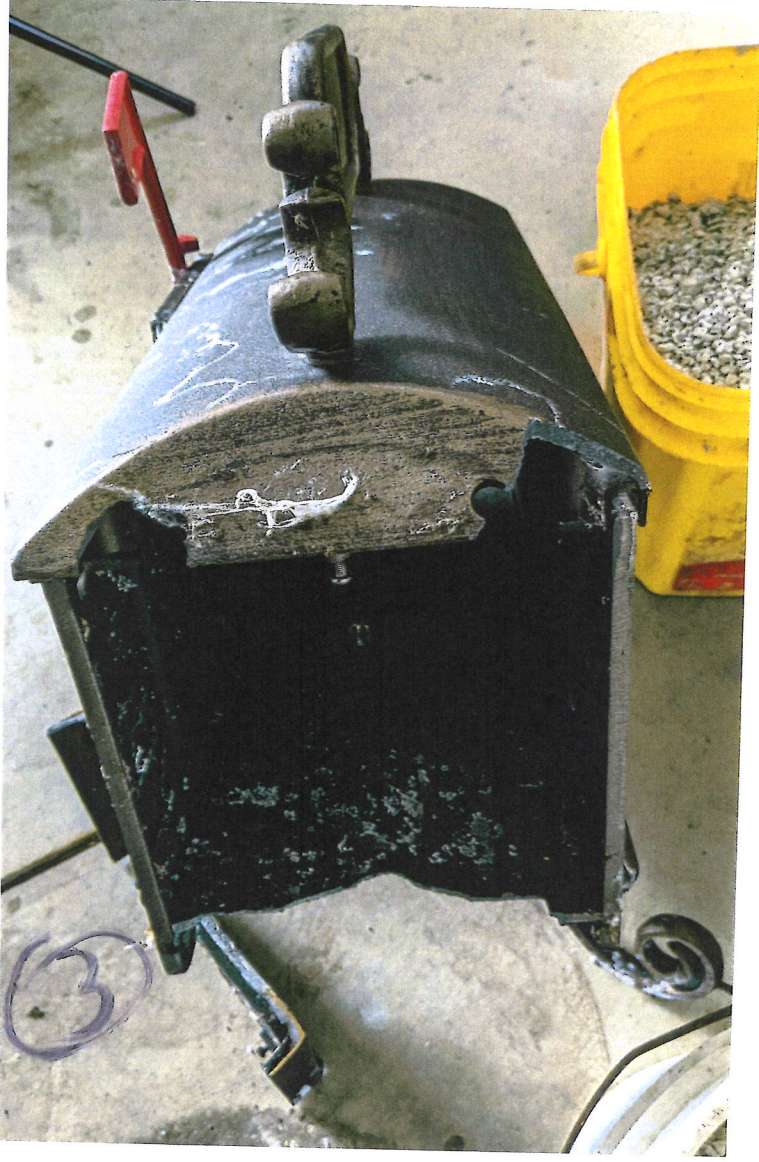
**If you have further questions or need more information please contact me by text, e-mail or phone call.**

**Regards  
Ralph Gratz  
1090 Island Estates Ct  
Oshkosh, WI 54901**











Item Weight 10.93 pounds

4.7 d

Subtotal: \$15.99

Package Dimensions 20.4 x 12.4 x 11.2 inches

Best Sellers Rank

#206

Impr

2 recent changes in Cart



Vi

Ezvid Wiki

BestReviews

Ezvid Wiki

Upload your video

Saved for later (17)

### Products related to this item

Sponsored



ADDRESSES OF  
DISTINCTION Charleston  
Large Mailbox & Post  
System - Black Rust...  
183  
\$299.99



ADDRESSES OF  
DISTINCTION  
Georgetown Mailbox  
System - Black Rust...  
18  
\$439.99



Polar Aurora Barcelona  
Decorative Post Mailbox  
Combination Stratford  
Heavy Duty Pos...  
544  
\$259.99



ADDRESSES OF  
DISTINCTION Avenues  
Large Mailbox & Post -  
Black Rust Resistant...  
85  
\$289.99



Mailbox Cast Aluminum  
Bronze Mail Box Postal  
Box Security Heavy Duty  
New  
803  
\$163.99

### Customer Questions & Answers

See questions and answers

5

## Damaged Mailbox

---

From: Luepke, Joel (jluepke@co.winnebago.wi.us)

To: rolf54901@yahoo.com

Date: Friday, February 19, 2021, 09:02 AM CST

---

Hello Mr. Gratz,

An email from you to Doug Petraszak regarding a damaged mailbox was forwarded to me late yesterday.

In accordance with state statutes, all claims against Winnebago County must initially be filed with the Winnebago County Clerk. You are welcomed to submit a description of your claim, along with any supporting documentation to:

WINNEBAGO COUNTY CLERK

PO Box 2808

Oshkosh, WI 54903-2808

or via email to:

[sertmer@co.winnebago.wi.us](mailto:sertmer@co.winnebago.wi.us)

You may contact me with any additional questions.

Best Regards,

**Joel Luepke**

Risk Manager

Winnebago County

112 Otter Avenue

P.O. Box 2808

Oshkosh, WI 54903-2808

920-232-3459

920-232-3461 fax

[jluepke@co.winnebago.wi.us](mailto:jluepke@co.winnebago.wi.us)

1 150-042021

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**RESOLUTION: Authorize the Winnebago County Public Health Department to Accept a Grant from the Wisconsin Department of Health Services in the Amount of \$1,035,800, for COVID-19 Related Expenses and Appropriate the Funds to Program Expenses**

**TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the Winnebago County Public Health Department received a grant from the Wisconsin Department of Health Services for COVID-19 related expenses; and

**WHEREAS**, the grant will help pay for COVID-19 related expenses to include contact tracing, testing, vaccination and other response functions; and

**WHEREAS**, the total funds from this grant exceeds the total included in the 2021 Budget, and at the time the 2021 Budget was prepared, the amount of this fund was estimated as the amount was unknown; and

**WHEREAS**, accepting the additional funding and applying the funds to program expenses would be beneficial to the residents of Winnebago County.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Public Health Department to accept a grant from the Wisconsin Department of Health Services in the amount of \$1,035,800, for COVID-19 related expenses and appropriate the funds to program expenses in order to meet the grant programs' objectives.

**Fiscal Impact:** No fiscal impact. The additional revenues will cover the program costs.

Respectfully submitted by:  
**BOARD OF HEALTH**

Committee Vote: **8-0**

Respectfully submitted by:  
**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **2-2**

Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive



1 151-042021

2

3 **RESOLUTION: Authorize a Capital Project for the Winnebago County Facilities Department to**  
4 **Clean and Repair the Masonry Facade of the Winnebago County Courthouse at a**  
5 **Cost of \$875,000, Funded with Either a Transfer from the Undesignated General**  
6 **Balance, or an Advance from the General Fund to be Reimbursed with a**  
7 **Subsequent Bond Issue**

8

9 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

10 **WHEREAS**, the Winnebago County Facilities Department has proposed a multi-year masonry repair  
11 program to maintain and repair the masonry surfaces of various Winnebago County facilities with a goal of  
12 maximizing the life of these surfaces; and

13 **WHEREAS**, the Winnebago County Courthouse has had minimal repairs made to the façade since it was  
14 built; and

15 **WHEREAS**, during the summer of 2020, the exterior of the Courthouse building was inspected and areas of  
16 deterioration were discovered; and

17 **WHEREAS**, this project will repair or replace the damaged and missing limestone, mortar and sealants; and

18 **WHEREAS**, this project will clean and repair the building in accordance with historical preservation  
19 procedures.

20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
22 authorizes a capital project for the Winnebago Facilities Department to have the masonry façade of the Winnebago  
23 County Courthouse cleaned and repaired at a cost of \$875,000, funded with either a transfer from the undesignated  
24 general fund balance, or an advance from the General Fund to be reimbursed with a subsequent bond issue.

25

26 **Fiscal Impact:** Either the undesignated general fund balance will be decreased by \$875,000, or there will be an  
27 annual debt service over the 10-year life of the notes which amounts to approximately \$89,300 per year based on an  
28 estimated borrowing rate of 2%. This will be determined at a later date when assessing actual bond issue.

29

30 Respectfully submitted by:

31 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

32 Committee Vote: **4-0**

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **4-0**

36 Vote Required for Passage: **Three-Fourths of Membership**

37

38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

39

40

41

42

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

**MASONRY REPAIR PROGRAM - FACILITIES**

A. **Proposed 2021 Bonding:** \$875,000

B. **Project Costs and Sources of Funds:**

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
Planning & design	\$ -	\$ 12,000	\$ 12,000	\$ 10,000	\$ 8,000	\$ 42,000
Land purchase	-	-	-	-	-	-
Construction	875,000	150,000	150,000	125,000	100,000	1,400,000
Equipment	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total costs</b>	<b>\$ 875,000</b>	<b>\$ 162,000</b>	<b>\$ 162,000</b>	<b>\$ 135,000</b>	<b>\$ 108,000</b>	<b>\$ 1,442,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	\$ 875,000	\$ 150,000	\$ 150,000	\$ 125,000	\$ 100,000	\$ 1,400,000
Outside funding	-	-	-	-	-	-
Tax levy	-	12,000	12,000	10,000	8,000	42,000
Previous bonding	-	-	-	-	-	-
Undesignated General Fund	-	-	-	-	-	-
<b>Total funds</b>	<b>\$ 875,000</b>	<b>\$ 162,000</b>	<b>\$ 162,000</b>	<b>\$ 135,000</b>	<b>\$ 108,000</b>	<b>\$ 1,442,000</b>

C. **Description and Justification:**

**Project Description:** This project is to maintain and repair the masonry surfaces of various County facilities. Each building will be surveyed on a regular basis to identify potential masonry problems before they actually occur. Remedial action will be taken to prevent a building envelop failure and more costly repairs or replacement. The goal of this program is to maximize the life of the masonry surfaces covering the facilities.

Here is a preliminary schedule of projects:

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
<b>PLANNING &amp; DESIGN</b>	\$ -	\$ 12,000	\$ 12,000	\$ 10,000	\$ 8,000	\$ 42,000
<b>CONSTRUCTION:</b>						
<i>Courthouse</i>	875,000	-	-	-	-	875,000
<i>Highway Shop</i>	-	150,000	-	-	-	150,000
<i>Otter Street Building</i>	-	-	150,000	-	-	150,000
<i>Airport Tower</i>	-	-	-	125,000	-	125,000
<i>Oshkosh Human Services</i>	-	-	-	-	100,000	100,000
<b>TOTAL</b>	<b>\$ 875,000</b>	<b>\$ 162,000</b>	<b>\$ 162,000</b>	<b>\$ 135,000</b>	<b>\$ 108,000</b>	<b>\$ 1,442,000</b>

***Relationship to other projects and plans:*** This project works in conjunction with the Comprehensive Needs Study and all the other projects for each facility. If a facility is scheduled for major renovation, masonry repairs will become a part of the project to minimize disruption to the facility occupants and consolidate work done to a facility. If a facility is scheduled for disposal, only the basic maintenance of the masonry will be accomplished, avoiding unnecessary costs.

***Justification and alternatives considered:*** There are two alternatives to this program. The first is to do minimal planning. This will continue the current practice of having masonry joints fail without warning and causing other collateral damage due to water or weather intrusion. Emergency repairs are costly and are usually performed under less than ideal conditions. There usually is no funding for emergency repairs. The repairs are very disruptive to the facility occupants. The collateral damage due to water leakage or weather intrusion can be very costly due to electronic equipment that may be damaged, employee or visitor injuries.

The second alternative is to have a proactive masonry maintenance program. This program will identify potential masonry problems before they occur. Repairs can be planned and funded through the budget process. Occupants are aware of pending repairs and plans can be established to minimize disruption to the daily activities. Projects can be competitively bid early in the season to get the best price.

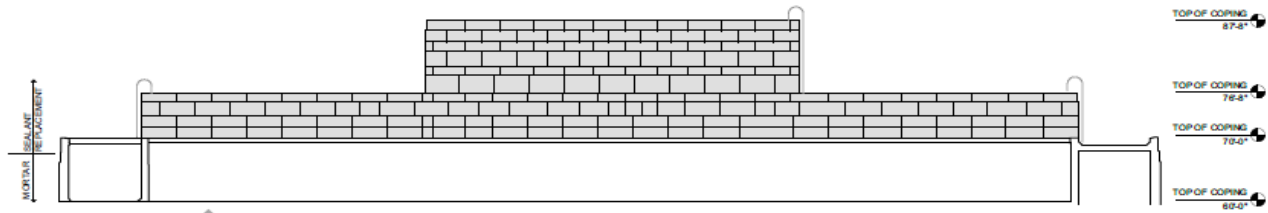












1 5TH FLOOR AND PENTHOUSE SOUTHEAST  
Scale: 1/8" = 1'-0"

**GENERAL NOTES:**

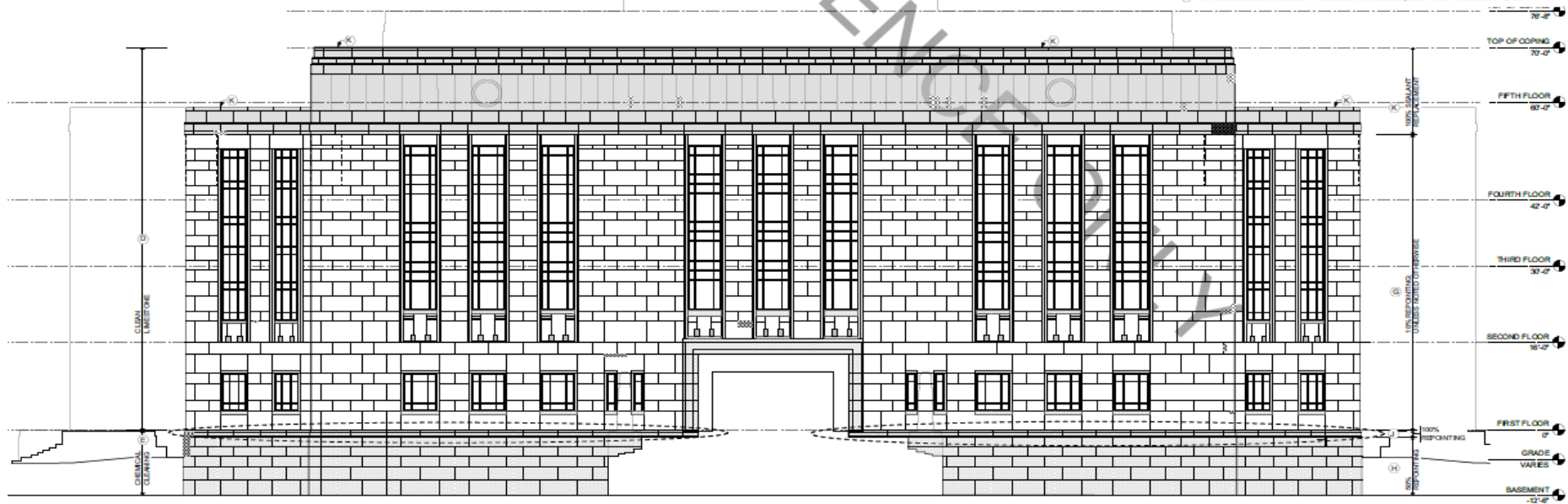
1. CLEAN MASONRY PRIOR TO TUCK POINTING AND SEALANT REPLACEMENT
2. REMOVE ABANDONED ANCHORS AND PATCH
3. EPOXY INJECT MISCELLANEOUS CRACK REPAIR, 50%
4. MISCELLANEOUS LIMESTONE PATCHING 25SF
5. MISCELLANEOUS DUTCHMAN REPAIRS NOT NOTED ON DRAWINGS 25SF
6. ALLOWANCE (24) NEW ANCHOR

**MASONRY REHABILITATION NOTES**


- (A) REPLACE ENTIRE LIMESTONE PANEL; REUSE SALVAGED MATERIAL IF AVAILABLE, SEE 1(A)000
- (B) DUTCHMAN REPAIR UNITS WHERE INDICATED. REMOVE RUST FROM EXPOSED ANCHORS AND APPLY COATING. REUSE SALVAGED LIMESTONE MATERIAL IF AVAILABLE, SEE 2(A)000
- (C) PATCHING REPAIRS OF LIMESTONE PANELS, SEE 3(A)000
- (D) CLEAN ALL LIMESTONE PANELS, SEE 4(A)000
- (E) CHEMICALLY CLEAN WATERABLE TO GRADE, EXTENT OF THE BUILDING, SEE 5(A)000
- (F) CHEMICALLY CLEAN LIMESTONE WINDOW SILLSP FOR THE EXTENT OF THE BUILDING AND ENTRY STONE AT NORTH & SOUTH ELEVATIONS, 1(A)001
- (G) REPOINT FAILED JOINTS WITH MORTAR 10% OF TOTAL LINEAL FEET, UNLESS NOTED OTHERWISE, SEE 2(A)001 & ELEVATIONS
- (H) REPOINT FAILED JOINTS WITH MORTAR 50% AT BASE TO GRADE; SEE 3(A)001 & ELEVATIONS
- (J) REPOINT FAILED JOINTS WITH MORTAR 100% AT UPPER BASE, SEE 4(A)001 & ELEVATIONS
- (K) REPLACE ALL SEALANT JOINTS, 100%, INCLUDES TOP OF COPING AT ROOF; SEE 5(A)001
- (L) REPLACE ALL SKYWARD SEALANT JOINTS AT UPPER LIMESTONE BASE, SEE 6(A)001
- (M) REPLACE SEALANT JOINTS AT WINDOW SPANDRELS, SEE 7(A)001 AND ELEVATIONS

**LEGEND:**

- (A) LIMESTONE PANEL REPLACEMENT
- (B) LIMESTONE PANEL DUTCHMAN REPAIR
- (C) LIMESTONE PANEL PATCHING
- (E) CHEMICALLY CLEAN LIMESTONE
- (M, K) SEALANT REPLACEMENT AT LIMESTONE
- (J) KNOWN AREAS OF TUCK POINTING NEEDED (100%)
- (L) SEALANT REPLACEMENT VERTICAL JOINTS ONLY




2 SOUTHEAST ELEVATION  
Scale: 1/8" = 1'-0"



KONTEXT  
ARCHITECTS  
building relationships  
202 E. Main St. Sun Prairie, WI

Winnebago County  
1221 Krapf Street  
Oshkosh, WI 54902



410 Jackson Street  
Oshkosh, Wisconsin

**WINNEBAGO COUNTY COURTHOUSE  
LIMESTONE MASONRY REHABILITATIONS**

Oshkosh, Wisconsin

Revisions		
No.	Date	Description

Graphic Scale	2025
Project Number	CD
Set Title	08/17/2020
Date Issued	
Sheet Number	<b>A201</b>











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**RESOLUTION: Authorize a Capital Project for the Winnebago County Facilities Department to Build a Sheriff's Office Evidence Storage Building at a Cost of \$305,500, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**

**TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the Winnebago County Sheriff's Office has a large number of evidentiary items stored in a remote site, which can allow for vandalism and compromise of evidence integrity; and

**WHEREAS**, the site being used to house the evidence has no fire protection; and

**WHEREAS**, there are labor costs associated with traveling to the remote site; and

**WHEREAS**, the current evidence storage building on the Sheriff's campus has reached its capacity; and

**WHEREAS**, a 2,500 square foot building would be located on the Sheriff's campus, and would include metal siding, security, heat, fire sprinklers and a fenced outside impound lot for weather tolerant items.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago Facilities Department to build a Sheriff's Office evidence storage building at a cost of \$305,500, funded with either with a transfer from the undesignated general fund balance, or an advance from the general fund to be reimbursed with a subsequent bond issue.

**Fiscal Impact:** Either the undesignated general fund balance will be decreased by \$305,500, or there will be an annual debt service over the 10-year life of the notes which amounts to approximately \$31,200 per year based on an estimated borrowing rate of 2%. This will be determined at a later date when assessing actual bond issue.

Respectfully submitted by:  
**FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

Committee Vote: **4-0**

Respectfully submitted by:  
**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:  
**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

Vote Required for Passage: **Three-Fourth of Membership**

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive



**SHERIFF'S OFFICE EVIDENCE STORAGE BUILDING- FACILITIES**

A. **Proposed 2021 Bonding:** \$305,500

B. **Project Costs and Sources of Funds:**

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
Planning & design	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Land purchase	-	-	-	-	-	-
Construction	280,500	-	-	-	-	280,500
Equipment	-	-	-	-	-	-
Other (Demolition)	-	-	-	-	-	-
<b>Total costs</b>	<b>\$ 305,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 305,500</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	\$ 305,500	\$ -	\$ -	\$ -	\$ -	\$ 305,500
Outside funding	-	-	-	-	-	-
Tax levy	-	-	-	-	-	-
Previous bonding	-	-	-	-	-	-
Undesignated General Fund	-	-	-	-	-	-
<b>Total funds</b>	<b>\$ 305,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 305,500</b>

C. **Description and Justification:**

**Project Description:** This project is to provide a storage building for evidence on the Sheriff's Office campus. This building would be 2,500 square feet located on the Sheriff's Office campus and provide close evidence storage capability. There would be a fenced outside impound lot for weather tolerant items. The building would be a metal sided building with security, heat and fire sprinklers.

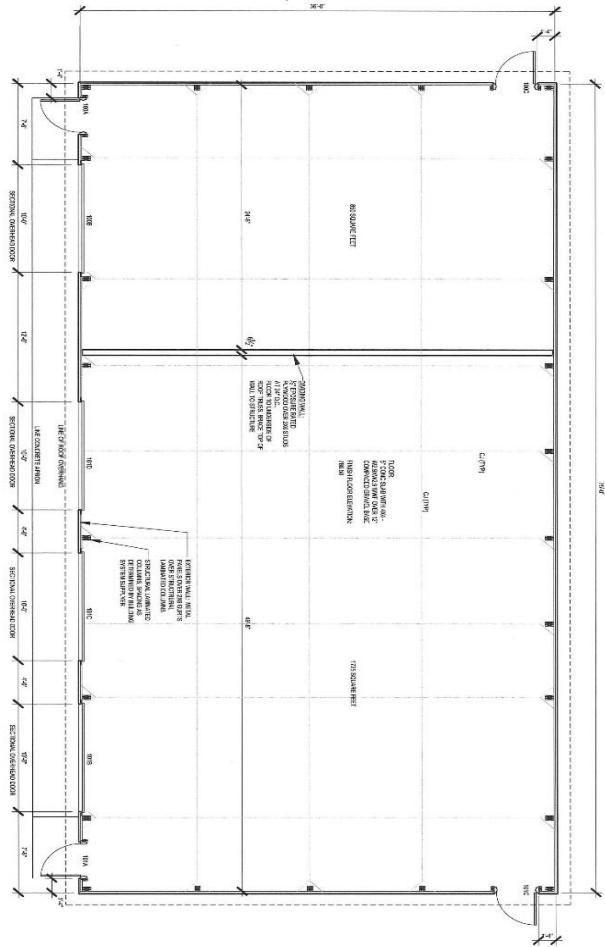
**Relationship to other projects and plans:** At this time no other projects or plans are in place.

**Justification and alternatives considered:** Currently, large evidentiary items are stored in sites remote from the Sheriff's Office. In the past this has allowed vandalism to occur and could possibly jeopardize evidence integrity. The building being used has no fire protection. Additionally, since the evidence is off site, there are labor costs associated with traveling to the site.

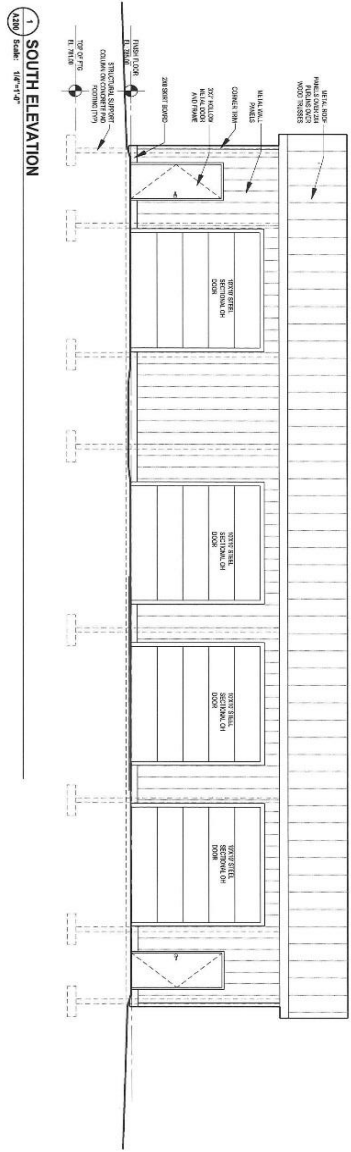
The alternatives are to:

- 1) Do nothing and continue as is, which will continue the costs and security issues of off-site storage
- 2) Construct a single new metal building on the Sheriff's office site.

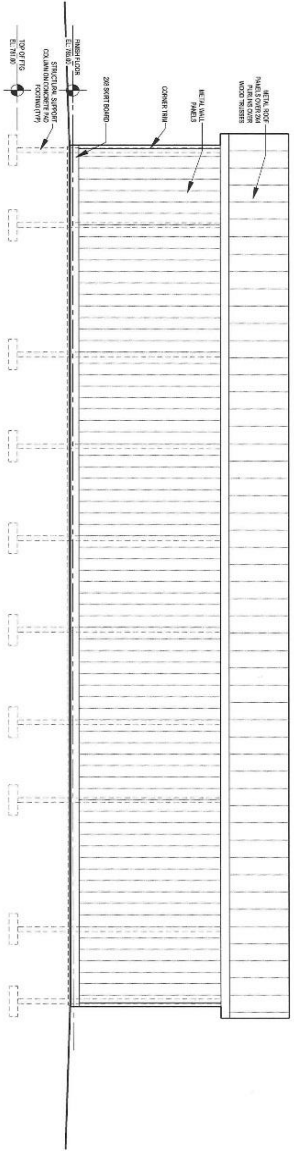
# Proposed Building Design



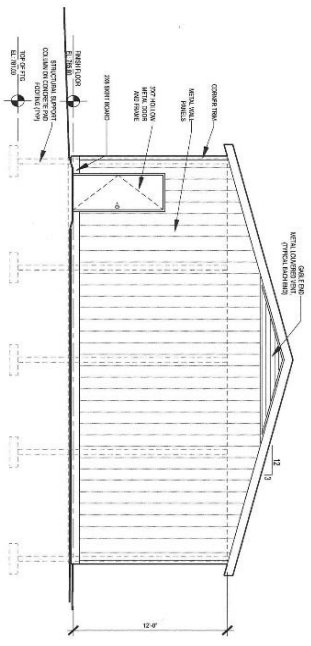
1 FLOOR PLAN  
Scale: 1/8" = 1'-0"



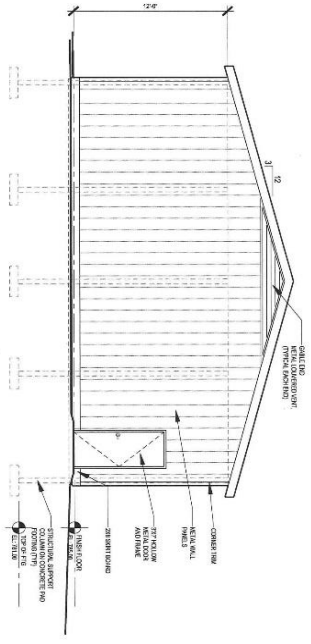
1 SOUTH ELEVATION  
 SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION  
 SCALE: 1/8" = 1'-0"



1 WEST ELEVATION  
 SCALE: 1/8" = 1'-0"



1 EAST ELEVATION  
 SCALE: 1/8" = 1'-0"



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3 **RESOLUTION: Approve a Transfer of \$245,050 from the Winnebago County Undesignated**  
4 **General Fund Balance to the Winnebago County Parks Capital Outlay Account**  
5 **Due to a Shortfall of Revenues in Fiscal Year 2020 to cover Previously Approved**  
6 **Projects for the Asylum Point Island Bridge and North County Dog Park**

7

8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, in fiscal year 2020, the Winnebago County Parks department experienced revenue shortfalls of  
10 approximately \$457,000 mostly due to canceled events because of COVID-19; and

11 **WHEREAS**, because of these revenue shortfalls, there was not enough money available to carry over the  
12 already approved budget items in capital outlay expenses for the Asylum Point Bridge and the North County Dog  
13 Park to 2021; and

14 **WHEREAS**, the budgeted amounts needed are \$122,550 for the Asylum Point Island Bridge, and \$122,500  
15 for the North County Dog Park, for a total of \$245,050.

16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
18 approves a transfer of \$245,050 from the Winnebago County Undesignated General Fund Balance to the Winnebago  
19 County Parks Capital Outlay Account due to a shortfall of revenues in fiscal year 2020, to cover previously approved  
20 projects for the Asylum Point Island Bridge and North County Dog Park.

21 **Fiscal Impact:** The Winnebago County undesignated general fund balance will decrease by \$245,050.

22

23 Respectfully submitted by:

24 **PARKS AND RECREATION COMMITTEE**

25 Committee Vote: **5-0**

26 Respectfully submitted by:

27 **PERSONNEL & FINANCE COMMITTEE**

28 Committee Vote: **4-0**

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31 Vote Required for Passage: **Two-Thirds of Membership**

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33 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Jon Doemel  
Winnebago County Executive

1 154-042021

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**RESOLUTION: Authorize a Capital Project for the Winnebago County Facilities Department to Replace the Roof on the Orrin King Building at a Cost of \$227,000, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**

**TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the Winnebago County Facilities Department has a multi-year roof replacement program to replace roofs of Winnebago County buildings as they reach their end of expected life; and

**WHEREAS**, the Orrin King building's roof has reached the end of its projected useful life.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago Facilities Department to have the roof on the Orrin King building replaced at a cost of \$227,000, funded with either a transfer from the undesignated general fund balance, or with an advance from the general fund to be reimbursed with a subsequent bond issue.

**Fiscal Impact:** Either the undesignated general fund balance will be decreased by \$227,000, or there will be an annual debt service over the 10-year life of the notes which amounts to approximately \$23,200 per year based on an estimated borrowing rate of 2%. This will be determined at a later date when assessing actual bond issue.

Respectfully submitted by:  
**FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

Committee Vote: **4-0**

Respectfully submitted by:  
**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

Vote Required for Passage: **Three-Fourths of Membership**

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel  
Winnebago County Executive

**ROOF REPLACEMENT PROGRAM - FACILITIES**

A. **Proposed 2021 Bonding:** \$227,000

B. **Project Costs and Sources of Funds:**

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
Planning & design	\$ 15,400	\$ 9,170	\$ 21,755	\$ 24,700	\$ 12,080	\$ 83,105
Land purchase	-	-	-	-	-	-
Construction	211,600	266,830	314,245	214,300	174,920	1,181,895
Equipment	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total costs</b>	<b>\$ 227,000</b>	<b>\$ 276,000</b>	<b>\$ 336,000</b>	<b>\$ 239,000</b>	<b>\$ 187,000</b>	<b>\$ 1,265,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	\$ 227,000	\$ 276,000	\$ 336,000	\$ 239,000	\$ 187,000	\$ 1,265,000
Outside funding	-	-	-	-	-	-
Tax levy	-	-	-	-	-	-
Previous bonding	-	-	-	-	-	-
Undesignated General Fund	-	-	-	-	-	-
<b>Total funds</b>	<b>\$ 227,000</b>	<b>\$ 276,000</b>	<b>\$ 336,000</b>	<b>\$ 239,000</b>	<b>\$ 187,000</b>	<b>\$ 1,265,000</b>

C. **Description and Justification:**

**Project Description:** This project is to replace the roof surfaces of various County Facilities. Each building will be surveyed on a regular basis to identify potential roof problems before they actually occur. Remedial action will be taken to prevent a building envelope failure and more costly repairs or replacement. The goal of this program is to maximize the life of the roof's surfaces covering the facilities.

Here is a preliminary schedule of projects:

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
<b>PLANNING &amp; DESIGN</b>	\$ 15,400	\$ 9,170	\$ 21,755	\$ 24,700	\$ 12,080	\$ 83,105
<b>CONSTRUCTION:</b>						
<i>Orin King Building</i>	211,600	-	-	-	-	211,600
<i>Neenah Human Services Building</i>	-	266,830	-	-	-	266,830
<i>Otter Street Building</i>	-	-	314,245	-	-	314,245
<i>Second Chance Building</i>	-	-	-	180,510	-	180,510
<i>State Street Building</i>	-	-	-	33,790	-	33,790
<i>Aiprort Fire Station</i>	-	-	-	-	81,150	81,150
<i>Airport Tower</i>	-	-	-	-	93,770	93,770
<b>TOTAL</b>	<b>\$ 227,000</b>	<b>\$ 276,000</b>	<b>\$ 336,000</b>	<b>\$ 239,000</b>	<b>\$ 187,000</b>	<b>\$ 1,265,000</b>



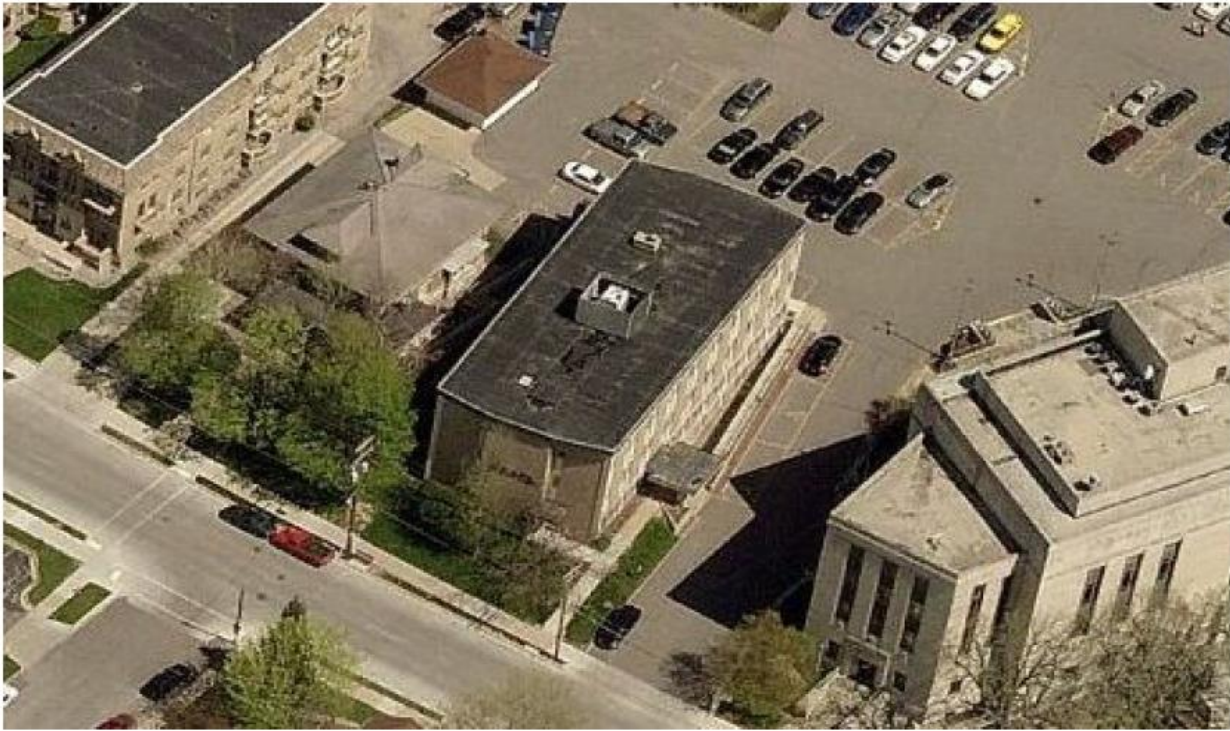
***Relationship to other projects and plans:*** This project works in conjunction with the Comprehensive Needs Study and all the other projects for each facility. If a facility is scheduled for major renovation, roof replacement will become a part of the project to minimize disruption to the facility occupants and consolidate work done to a facility. If a facility is scheduled for disposal, only the basic maintenance of the roof will be accomplished, avoiding unnecessary costs.

***Justification and alternatives considered:*** There are two alternatives to this program. The first is to do minimal planning. This will continue the current practice of having roofs fail without warning and causing other collateral damage due to water or weather intrusion. Emergency repairs are costly and are usually performed under less than ideal conditions. There usually is no funding for emergency repairs. The repairs are very disruptive to the facility occupants. The collateral damage due to water leakage or weather intrusion can be very costly due to electronic equipment that may be damaged, employee or visitor injuries.

The second alternative is to have a roof replacement program. This program will identify potential roof problems before they occur. Repairs or replacement can be planned and funded through the budget process. Occupants are aware of pending repairs and plans can be established to minimize disruption to the daily activities. Projects can be competitively bid early in the season to get the best price.

# ***Roof Evaluation and Budgetary Estimate***

Orrin King Building – 448 Algoma Boulevard, Oshkosh

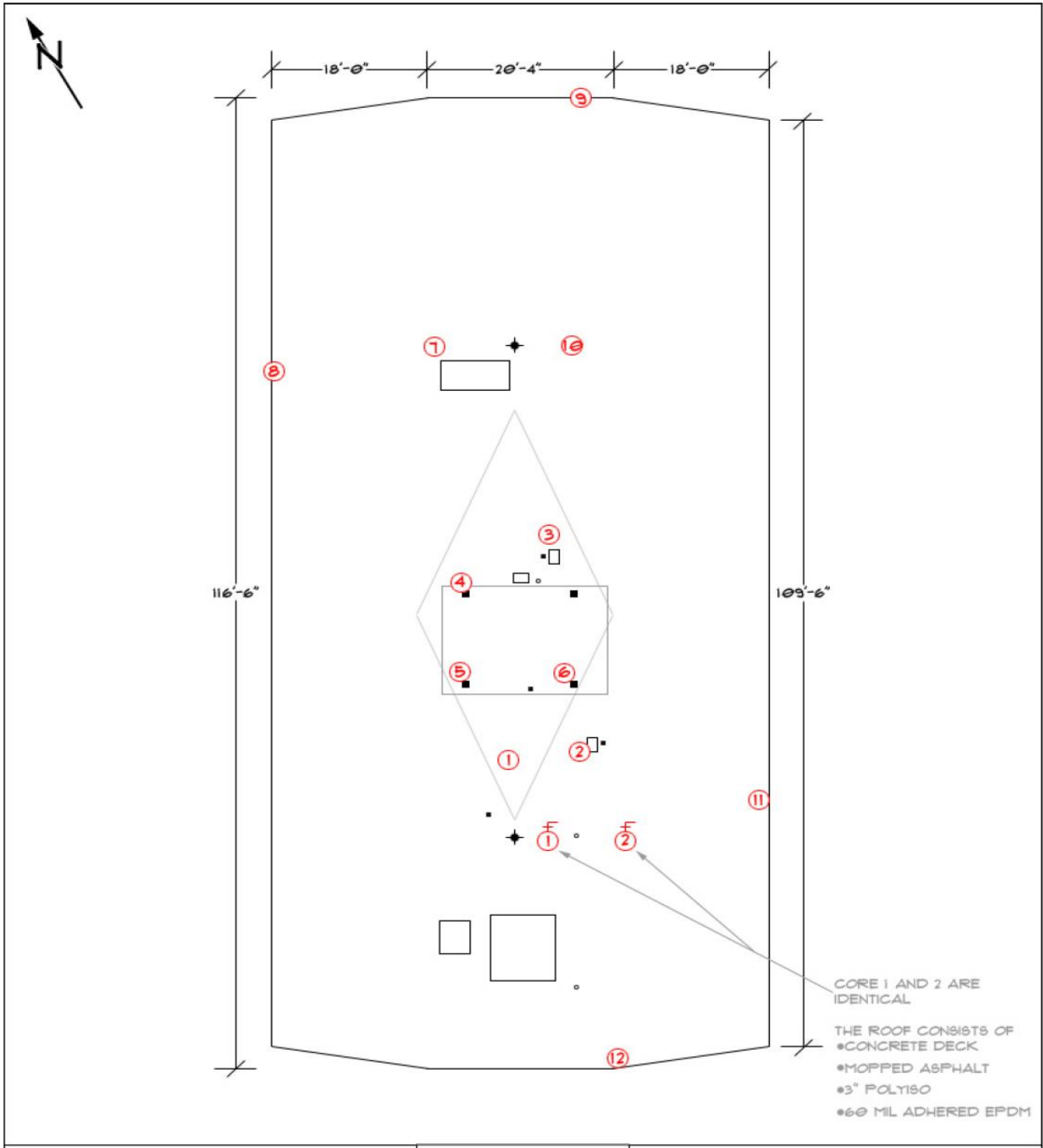


**Report/Proposal Date:** July 21, 2017

**Prepared for:** Winnebago County  
Facilities and Property Management  
1221 Knapp Street  
Oshkosh, WI 54902

**Prepared by:** Oshkosh Industrial Roofing & Sheetmetal, LLC.  
P.O. Box 1  
Winnebago, WI 54985

# Defect Map





# Roof Inspection / Defect Images

## Image #1 – Defect 1

Note: There is a large area of detached insulation, evident as a protruding blister.

The area of detached insulation is susceptible to wind uplift forces, and could cause a catastrophic loss in the event of a windstorm.



## Image #2 – Defect 2

Note: Seams and flashings on this roof exhibit aging. The glue on this coverpatch has deteriorated and is separating from the substrate.



## Image #3 – Defect 2 (Continued)

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this curb.



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**Image #4 – Defect 3 (Continued)**

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this curb.



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**Image #5 – Defect 3 (Continued)**

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this curb.



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**Image #6 – Defect 3 (Continued)**

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this curb.





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**Image #7 – Defect 3 (Continued)**

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this pitchpocket.



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**Image #8 – Defect 4**

Note: The equipment stand sealer pockets have detached from the pipes due to rusting.



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**Image #9 – Defect 6 (Continued)**

Note: The equipment stand sealer pockets have detached from the pipes due to rusting.





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**Image #10 – Defect 6**

Note: The equipment stand sealer pockets have detached from the pipes due to rusting.



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**Image #11 – Defect 7 (Continued)**

Note: Aging flashings on this roof exhibit weatherchecking and dry rot. There is a hole into the roof system at the base of this curb.



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**Image #12 – Defect 8 (Overview)**

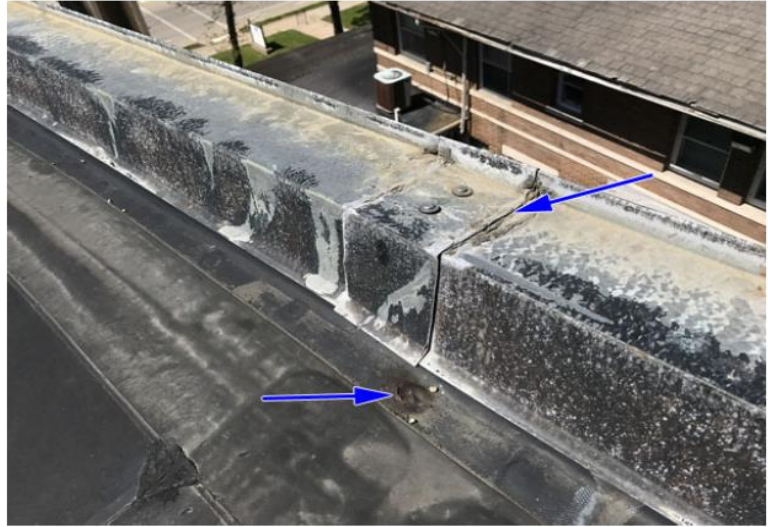
Note: There are numerous issues with the coping cap and wall base. The original flashing material is weatherchecked, and at the end of its service life. The coping seam cover sealant is deteriorated and likely permits water into the copings.



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**Image #13– Defect 8 (Detail)**

Note: Coping seam cover sealant is suspect, and the EPDM flashing material below is aging and weatherchecked. The lower arrow indicates a hole through the flashing..



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**Image #14 – Defect 9**

Note: Hole in coping cap metal.



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**Image #15 – Defect 10 (Continued)**

Note: There are numerous prior repairs and patches in Area 10.





**Image #16 – Defect 11**

Note: Flashing material at the base of the copings is aging and weatherchecked. The protruding fastener head at the base of the wall will be a source of water entry.



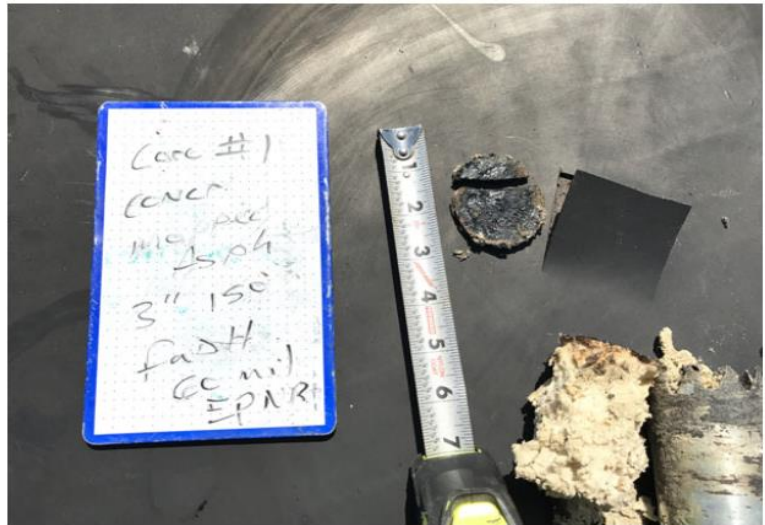
**Image #17 – Core Sample 1**

Note: There are numerous protruding fastener heads at the base of the coping, all exist under the weatherchecked EPDM flashing.



**Image #18 – Core Sample 1**

Note: The sample collected at Core #1 consists of one layer of 3" thick polyisocyanurate board insulation mopped to the concrete deck.

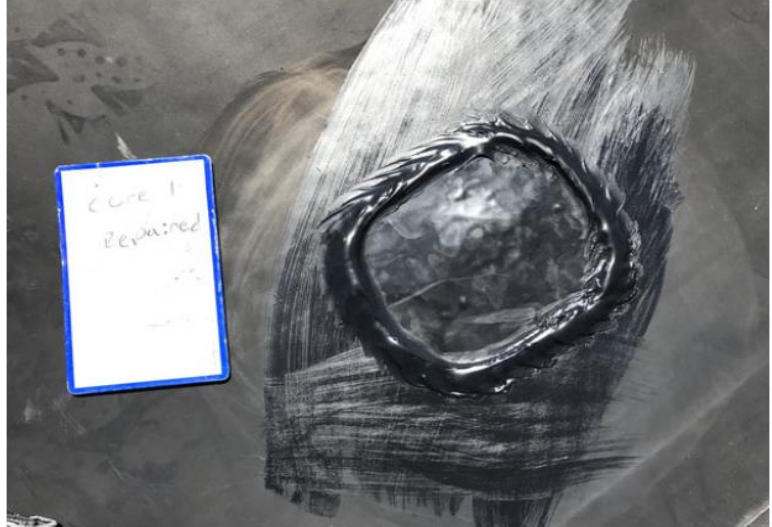




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**Image #19 – Core Sample 2**

Note: The core sample location was repaired properly using appropriate materials and methods.

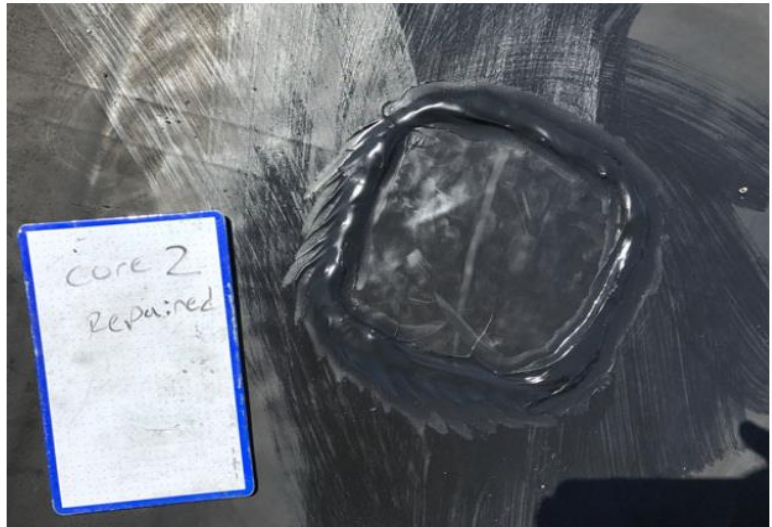


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**Image #20 – Core Sample 2 Repair**

Note: Core #2 consisted of the same materials as Core #1.

The core sample location was repaired properly using appropriate materials and methods.



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**Image #20 – Core Sample Repair Overview**

Note: The core sample locations are located on the south end of the building, on the east side of the drain.



1 **155-042021**

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**RESOLUTION: Authorize a Capital Project for the Winnebago County Facilities Department to Remodel and Update the District Attorney's Office Space at a Cost of \$190,000, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**

9 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

10 **WHEREAS**, the Winnebago District Attorney's (DA) office moved into spaces occupied by numerous county  
11 departments in 2011; and

12 **WHEREAS**, since the space was not intended to be a singular office, adjustments were made to  
13 accommodate the District Attorney's Office; and

14 **WHEREAS**, as the office needs have changed with changes in victims' rights, prosecutorial needs and with  
15 the transition from paper to paperless files, it has become necessary to make additional changes to maximize the  
16 usefulness of the space.

17  
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 authorizes a capital project for the Winnebago Facilities Department to remodel and update the District Attorney's  
20 office at a cost of \$190,000, funded with either a transfer from the undesignated general fund balance, or with an  
21 advance from the General Fund to be Reimbursed with a subsequent bond issue.

22  
23 **Fiscal Impact:** Either the undesignated general fund balance will be decreased by \$190,000, or there will be an  
24 annual debt service over the 10-year life of the notes which amounts to approximately \$19,380 per year based on an  
25 estimated borrowing rate of 2%. This will be determined at a later date when assessing actual bond issue.

26  
27 Respectfully submitted by:  
28 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

29 Committee Vote: **4-0**

30  
31 Respectfully submitted by:  
32 **PERSONNEL AND FINANCE COMMITTEE**

33 Committee Vote: **4-0**

34  
35  
36 Vote Required for Passage: **Three-Fourths of Membership**

37  
38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

39  
40  
41 \_\_\_\_\_  
42 Jon Doemel  
43 Winnebago County Executive

**DISTRICT ATTORNEY OFFICE REMODEL / UPDATES - FACILITIES**

A. **Proposed 2021 Bonding:** \$190,000

B. **Project Costs and Sources of Funds:**

<b>PROJECT COSTS:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
Planning & design	\$ 12,960	\$ -	\$ -	\$ -	\$ -	\$ 12,960
Land purchase	-	-	-	-	-	-
Construction	177,040	-	-	-	-	177,040
Equipment	-	-	-	-	-	-
Other (Demolition)	-	-	-	-	-	-
<b>Total costs</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000
Outside funding grant	-	-	-	-	-	-
Tax levy	-	-	-	-	-	-
Previous bonding	-	-	-	-	-	-
Undesignated General Fund	-	-	-	-	-	-
<b>Total funds</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,000</b>

C. **Description and Justification:**

**Project Description:** The space the District Attorney's (DA) Office occupies is in significant need of an update and refresh. The reception area (2nd floor) in the DA's office is not set up to be a reception area. The receptionist's back is to the incoming public and most of the space is rendered useless by the current setup. A complete tear out of all existing counter/cabinets is needed to create useable space. Once the space is cleared, walls will be added to create a scanning area, a conference room and a storage area. Throughout the second floor and the third floor there will be new paint on the walls and door jams. New carpet will be installed. With respect to the windows, the remaining blinds within the windows will be removed, as some are missing and many are broken. The blinds could then be added to the inside frame as a separate piece from the windows. On the third floor, a conference room will be built in the open space. On both floors, the office entrance doors will be updated with card readers similar to those used in other areas of the County.

The District Attorney's Office moved into spaces occupied by other various entities in 2011. While the space was not intended to be a singular office or a district attorney's office, adjustments were made to work within the space. As the office needs have changed with changes in victims' rights needs, prosecutorial needs and with the transition from paper to paperless files, it has become necessary to make some changes to maximize the usefulness of the space.

**Relationship to other projects and plans:** At this time no other projects or plans are in place.

**Justification and alternatives considered:** Due to a 20% staff increase of Assistant District Attorneys and a potential addition to victim witness staff, needs have changed in the DA's office. The space will not continue to work with future employee additions. The reception area has never been user friendly.



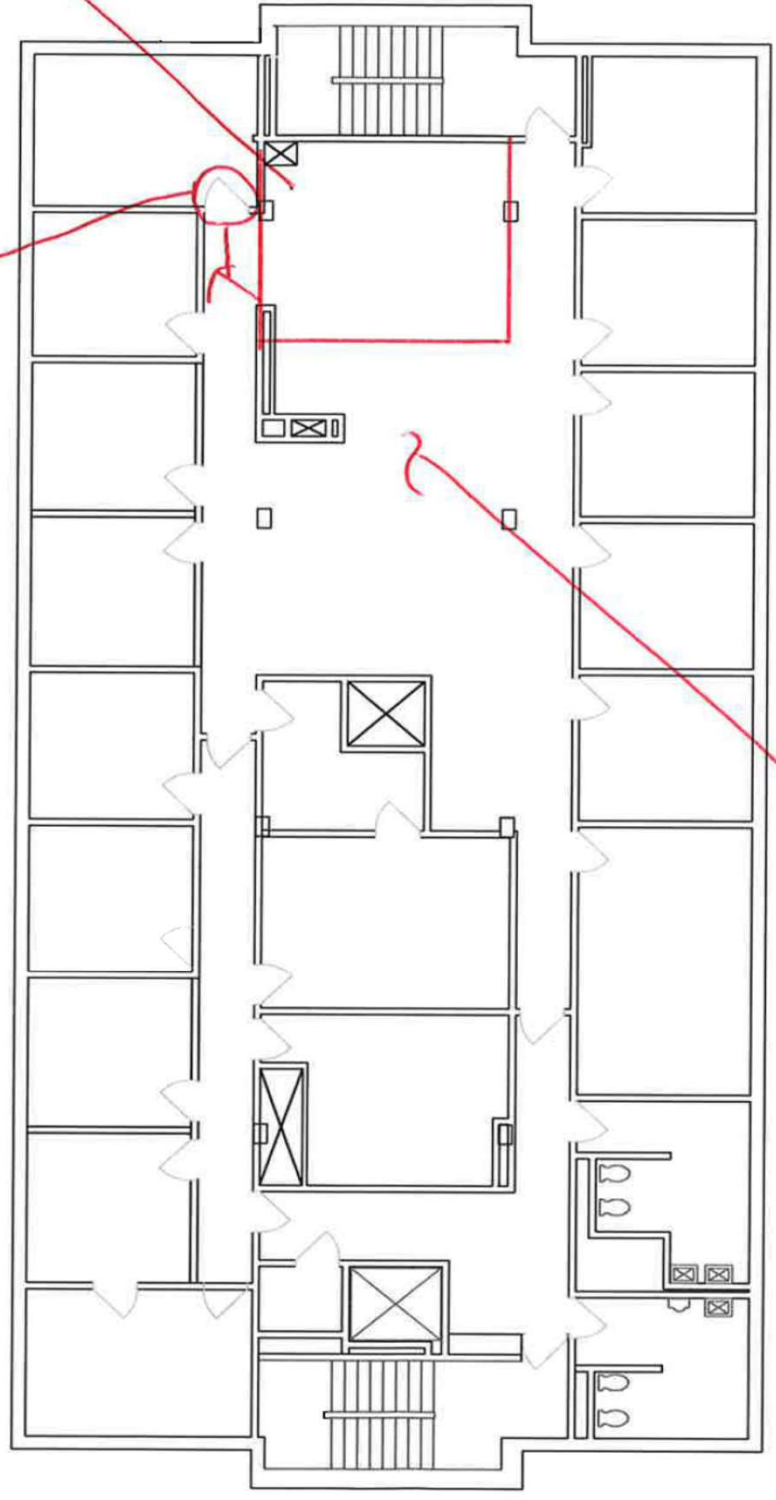
Scope of Work

Construct New/  
Conference Room

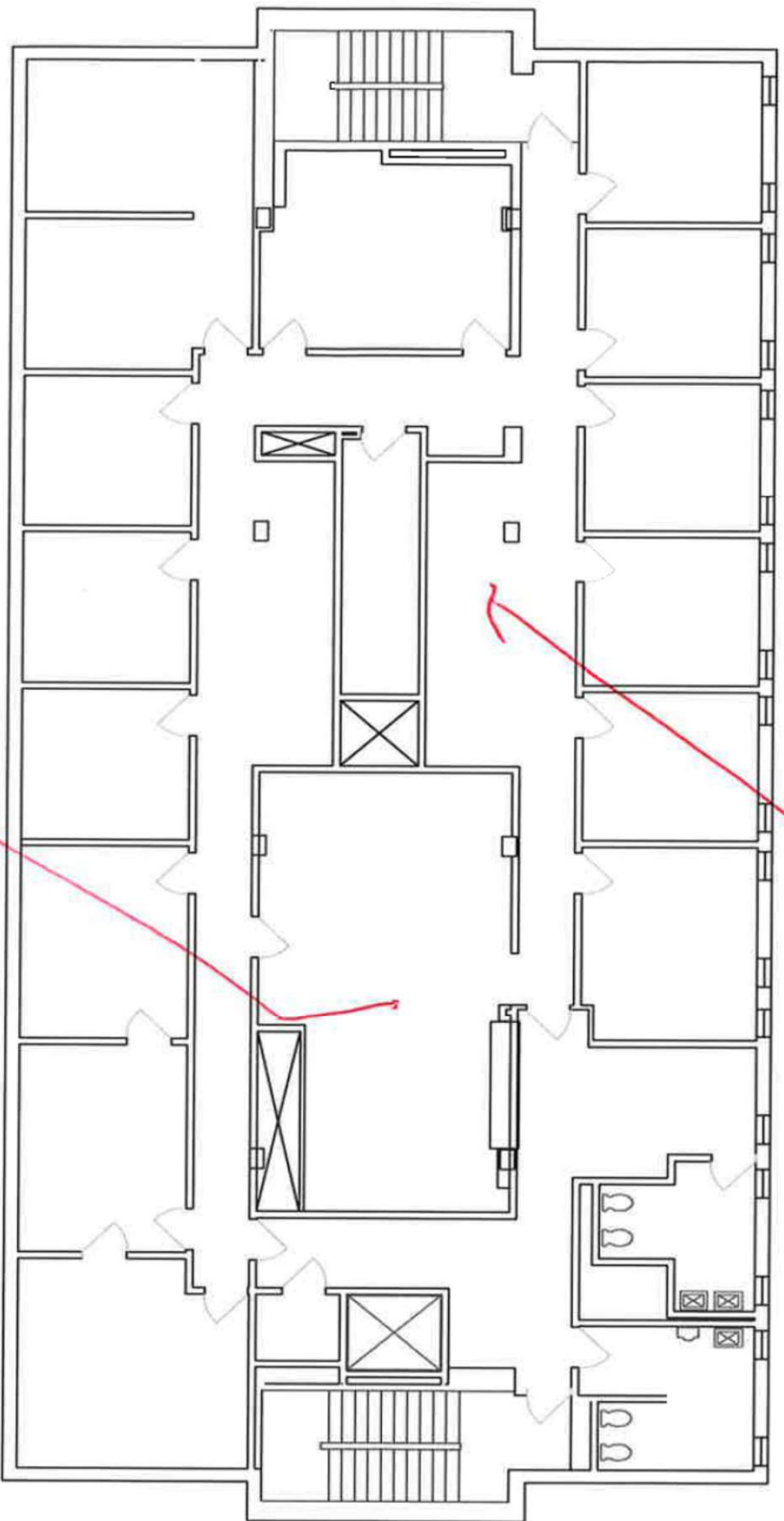
RELOCATE  
Door

PAINT ALL  
WALLS

Orrin King Building  
3rd Floor



NEW CARPET



NEW CARPET

PAINT ALL  
WALLS

RECONFIGURE  
CASINERY, RECEPTION  
WINDOWS

Orrin King Building  
2nd Floor

2 **RESOLUTION: Support of Increased County Child Support Funding**

3  
4  
5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, Winnebago County administers the Child Support Enforcement Program on behalf of the state,  
7 providing services to Winnebago County residents including paternity establishment, obtaining child support and  
8 health insurance orders for children, and enforcing and modifying those orders; and

9 **WHEREAS**, our children's well-being, economic security and success in life are enhanced by parents who  
10 provide financial and emotional support; and

11 **WHEREAS**, county child support agencies collected \$935 million in child support during 2019 and  
12 established 98,405 health insurance orders for Wisconsin children; and

13 **WHEREAS**, Winnebago County's Child Support Agency provides service to children as well as custodial and  
14 non-custodial parents that reduce childhood poverty rates, establish parental rights and promote the involvement of  
15 both parents in the lives of their children; an

16 **WHEREAS**, the economic security and social service programs provided by the Winnebago County Child  
17 Support Agency are needed by Wisconsin children and families now more than ever due to the economic downturn  
18 caused by COVID-19; an

19 **WHEREAS**, state funding for county child support service has failed to keep up with county agency costs,  
20 which have steadily increased due to growing caseloads, inflation and new federal regulations; an

21 **WHEREAS**, Wisconsin's Child Support Enforcement Program has fallen from second in the nation for  
22 collection current support to fifth; and

23 **WHEREAS**, Wisconsin's decreased performance has led to the state losing out on an estimated \$70,000 in  
24 potential federal incentive payments between calendar year 2019 and 2020; and

25 **WHEREAS**, an abrupt federal interpretation change in June 2019 eliminated \$4.2 million in federal birth cost  
26 recovery matching funds for Wisconsin; and

27 **WHEREAS**, Wisconsin's strong performance in child support is at risk without additional state funding.  
28 Further drops in performance would result in additional reductions to federal funding for Wisconsin; and

29 **WHEREAS**, decreased federal funding results in less funding for Winnebago County's child support agency,  
30 which in turn could lead to reduction in child support enforcement staff and services and reduce child support  
31 collections; and

32 **WHEREAS**, new state investments in child support are amplified by a generous federal match. Every \$1 of  
33 State GPR invested in the Child Support Program generates roughly \$2 in federal matching funds; and

34 **WHEREAS**, Wisconsin's Child Support Enforcement Program is incredibly cost-effective, collecting an  
35 average of \$6.20 in support for every dollar invested in the program.

36  
37 **NOW, THEREFORE, BE IT RESOLVED** that the Winnebago County Board of Supervisors respectfully  
38 requests that state funding for county child support be increased by \$4 million GPR in each fiscal year of the 2021-  
39 2023 Wisconsin state budget, which will generate approximately \$7.7 million in additional federal funding each year.



40 This investment will ensure that Wisconsin counties can continue to effectively provide economic support to our  
41 children.

42  
43 **BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded by the County Clerk to the  
44 Governor of the State of Wisconsin, State Senator and State Representatives representing Winnebago County the  
45 Secretary of the Wisconsin Department of Administration, and the Wisconsin Counties Association for consideration.  
46

47

48 Respectfully submitted by:

49 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

50 Committee Vote: **5-0**

51

52 **LEGISLATIVE COMMITTEE**

53 Committee Vote: **14-1**

54

55

56 Vote Required for Passage: **Majority of Those Present**

57

58 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

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61 \_\_\_\_\_  
62 Jon Doemel  
63 Winnebago County Executive

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2 **RESOLUTION: Authorize Execution of a Three-Year Enrollment Agreement with**  
3 **Microsoft**

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5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the current Microsoft Agreement with Winnebago County expires on April 30, 2021; and

8 **WHEREAS**, the majority of the County network utilizes Microsoft operation systems; and

9 **WHEREAS**, Winnebago County network users all use some form of the Microsoft Office Suite; and

10 **WHEREAS**, Microsoft requires a minimum 3-year enrollment agreement; and

11 **WHEREAS**, the Winnebago County Information Systems Department has repeatedly investigated  
12 alternatives to the Microsoft solution; and

13 **WHEREAS**, there is no viable alternative to Microsoft due to the many interfaces that require the use of  
14 Microsoft.

15  
16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
17 authorize execution of a 3-year enrollment agreement with Microsoft.

18  
19  
20 Fiscal Note: The Winnebago County Information Systems Department has budgeted for this expenditure.

21  
22 Respectfully submitted by:

23 **INFORMATION SYSTEMS**

24  
25  
26 Vote Required for Passage: **Majority of Those Present**

27  
28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

29  
30 \_\_\_\_\_  
31 Jon Doemel  
32 Winnebago County Executive  
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## Ostrander, Bev

---

**From:** Todd, Laura  
**Sent:** Tuesday, May 07, 2019 8:52 AM  
**To:** Ostrander, Bev  
**Subject:** FW: Your Microsoft Enterprise Agreement True-up or Annual Order Confirmation (Enrollment number 6466846) {~756604737950084605~}

Thanks,  
*Laura*  
x3492

---

**From:** EC VL Unified Notification <msvlop@microsoft.com>  
**Sent:** Friday, May 3, 2019 5:51 PM  
**To:** Todd, Laura <LTodd@co.winnebago.wi.us>  
**Subject:** Your Microsoft Enterprise Agreement True-up or Annual Order Confirmation (Enrollment number 6466846) {~756604737950084605~}

Microsoft has processed and completed your True-Up or Annual order. You will receive an invoice for this order from Microsoft or from your Microsoft Partner.

Program Name	Organization Name	Agreement number	Enrollment number	Anniversary date	Expiration date	Purchase Order number
Enterprise 6	Winnebago County	01E73216	6466846	2020-05-01	2021-04-30	KPNJ907

To view the details of this order, please visit the [Microsoft Volume Licensing Service Center](#).

If you have questions, please contact your Microsoft Account Manager or Partner.

Thank you for doing business with Microsoft

*This communication was sent from a non-monitored alias. Please do not reply. If you have questions, please contact your Microsoft Account Manager or Partner.*

*As referenced herein, "Microsoft" means the entity with which you have contracted.*





**Program Signature Form**

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73216	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10634 (new)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Product Selection Form	0717787.004
Enrollment Amendment	M97 (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Winnebago County
Signature*	<u>Laura Todd</u>
Printed First and Last Name*	Laura Todd
Printed Title	Technical Support Supervisor
Signature Date*	4/4/18
Tax ID	

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA



## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

5299240

Previous Enrollment number  
(Reseller to complete)

5299240

Framework ID  
(if applicable)

--

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## **Terms and Conditions**

### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order



is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.



## 6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Winnebago County

**Contact name\* First** Laura **Last** Todd

**Contact email address\*** ltodd@co.winnebago.wi.us

**Street address\*** 112 Otter St

**City\*** Oshkosh

**State/Province\*** WI  
**Postal code\*** 54901-5008  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** USA  
**Phone\*** 920-236-4880  
**Tax ID**  
*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Last  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\*** -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Last  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CDW Logistics, Inc  
**Street address (PO boxes will not be accepted)\*** 200 N Milwaukee Ave  
**City\*** Vernon Hills  
**State/Province\*** IL  
**Postal code\*** 60061  
**Country\*** USA  
**Contact name\*** Patrick McCormack  
**Phone\*** 312-705-5675  
**Contact email address\*** patrick.mccormack@s3.cdw.com  
*\* indicates required fields*



By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Amendment to Contract Documents

Enrollment Number

258183

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
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**Proposal ID**

0717787.004

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	941	1,059	0.9	Yes	User Licenses

Products	Enterprise Quantity
<b>Office Professional Plus</b>	
Office Professional Plus	951
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	1,059
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	455
Windows VDA	486

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	951	1059	1059	941

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D



<b>NOTES</b>	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p><b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.</p>	
<p><b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



2 **RESOLUTION: Supporting the Adoption of the Winnebago Waterways Program, Nine**  
3 **Key Elements Watershed Plan, Healthy Land/Healthy Water**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the Winnebago County Board of Supervisors approved Resolution No. 078-082020, to support  
8 the implementation of the Winnebago Waterways Lake Management Plan (LMP); and

9 **WHEREAS**, the Winnebago Waterways Program, Nine Key Element Watershed Plan, Healthy Land/Healthy  
10 Water, hereinafter " The Plan" is an addition to the LMP that is a more detailed watershed plan of the Winnebago  
11 Waterways Recovery Area that includes the United States Environmental Protection Agency's (EPA) required nine  
12 key elements; and

13 **WHEREAS**, the Plan is a strategy and work plan for achieving water quality goals and includes detailed  
14 pollutant load reduction targets and modeled scenarios that will serve as a guide for strategic management of the  
15 highest pollutant loading sub watersheds; and

16 **WHEREAS**, the Plan also includes the cost estimates required by the EPA to implement the Plan and meet  
17 the pollutant load reductions; and

18 **WHEREAS**, subject to Wisconsin Department of Natural Resources (WDNR) and EPA approval, Winnebago  
19 County will qualify to be eligible for State and Federal agricultural conservation funds; and

20 **WHEREAS**, adoption of this Plan shows a commitment of Winnebago County working towards improving  
21 water quality and based on assurances from the Land and Water Conservation Department, does not commit the  
22 County to any financial obligations.

23  
24 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby  
25 supports the adoption of the Winnebago Waterways Program, Nine Key Elements Watershed Plan, Healthy  
26 Land/Healthy Water.

27  
28 Respectfully submitted by:

29 **LAND CONSERVATION COMMITTEE**

30  
31 Committee Vote: **6-0**

32  
33 Vote Required for Passage: **Majority of Those Present**

34  
35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

36  
37 \_\_\_\_\_  
38 Jon Doemel  
39 Winnebago County Executive  
40  
41  
42  
43  
44



2 **RESOLUTION: Amending the Table of Organization for the Winnebago County**  
3 **Emergency Management Department by Deleting a Part-Time Emergency**  
4 **Management Associate Position and Adding a Part-Time Emergency**  
5 **Management Specialist Position**

6  
7  
8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, the Emergency Management Department authorized staffing currently consists of full-time  
10 Director of Emergency Management and Deputy Director of Emergency Management positions and a part-time  
11 Emergency Management Associate position; and

12 **WHEREAS**, the Emergency Management Associate position is currently vacant, which has led to an  
13 administrative review of whether the position as currently structured best meets the needs of the department; and

14 **WHEREAS**, the duties performed by the position have changed so as to include less purely administrative  
15 tasks and an increased focus on matters such as coordination with partner agencies, managing grant revenue, and  
16 maintaining software databases; and

17 **WHEREAS**, an Emergency Management Specialist position would better meet the Department's needs and  
18 the job title would more accurately describe the role to potential applicants for the position; and

19 **WHEREAS**, although a slightly higher pay grade is anticipated for the new position, no budget transfer for  
20 2021 will be needed because of budget savings due to vacancies and other personnel moves;

21  
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
23 amends the Table of Organization for the Winnebago County Emergency Management Department, effective  
24 immediately, by deleting one part-time Emergency Management Associate position and adding one part-time  
25 Emergency Management Specialist position.

26  
27 Respectfully submitted by:

28 **PERSONNEL & FINANCE COMMITTEE**

29 Committee Vote: **4-0**

30  
31 Vote Required for Passage: **Majority of Those Present**

32  
33 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

34  
35 \_\_\_\_\_  
36 Jon Doemel  
37 Winnebago County Executive  
38

39  
40 **FISCAL NOTE:** No budget transfer is necessary.  
41  
42  
43  
44

2 **RESOLUTION: Approve North County Dog Park Site Access based on a 100-Year Lease**  
3 **Agreement Entered into with the Village of Fox Crossing for One Dollar**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Winnebago County is constructing a dog park for the public to exercise dogs off-leash on  
8 Winnebago County owned property and located in the Village of Fox Crossing; and

9 **WHEREAS**, the new park will be named "Northern Winnebago County Dog Park" hereinafter referred to as  
10 "the Park"; and

11 **WHEREAS**, the Village of Fox Crossing owns a 1.192 parcel that borders the east property line of the Park  
12 (herein referred to as "the Property"); and

13 **WHEREAS**, public access to the Park can only be obtained by traversing the Property; and

14 **WHEREAS**, necessary fencing to secure the perimeter of the Park can only be built on the Property; and

15 **WHEREAS**, the Village of Fox Crossing has agreed to lease the Property to Winnebago County to allow for  
16 Park access including but not limited to construction of a fence, driveway and parking lot; and

17 **WHEREAS**, said lease will run for a period of one hundred (100) years based on the consideration of One  
18 Dollar (\$1.00) to be paid by Winnebago County to the Village of Fox Crossing.

19  
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
21 authorizes the Winnebago County Clerk and the Winnebago County Executive to enter into a lease agreement with  
22 Village of Fox Crossing to allow public access to the Park via the Property, the term of said lease for a period of one  
23 hundred (100) years, based on the payment of One Dollar (\$1.00) by Winnebago County to the Village of Fox  
24 Crossing. A copy of said lease agreement is attached and made a part of this resolution by reference.

25  
26 Respectfully submitted by:  
27 **PARKS & RECREATION COMMITTEE**

28  
29 Committee Vote: **5-0**

30  
31  
32 Vote Required for Passage: **Majority of Those Present**

33  
34 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

35  
36 \_\_\_\_\_  
37 Jon Doemel  
38 Winnebago County Executive  
39



## Fox Crossing Village Clerk's Office

2000 Municipal Drive Neenah, WI 54956-5663  
Phone (920) 720-7103 Fax (920) 720-7112  
www.foxcrossingwi.gov | clerk@foxcrossingwi.gov

Received

March 24, 2021

MAR 29 2021

Winnebago County Office of Corporation Counsel  
Attn: Catherine Scherer  
448 Algoma Blvd.  
Oshkosh, WI 54901

Winnebago County  
Office of Corporation Counsel

Dear Catherine,

Enclosed you will find two originals of the Winnebago County Parks Department and Village of Fox Crossing Lease Agreement which have been signed by Village President Dale Youngquist.

Please have both of these Agreements signed and mail one original back to our office for our records.

Please feel free to contact our office with any questions or concerns. Thank you very much and we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Darla M. Fink". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

Darla M. Fink  
Village Clerk

Enclosures



**WINNEBAGO COUNTY PARKS DEPARTMENT**  
**AND VILLAGE OF FOX CROSSING**  
**LEASE AGREEMENT**

UPON SIGNING BY THE PARTIES, THIS LEASE becomes effective by and between the Village of Fox Crossing, 2000 Municipal Drive, Neenah WI 54956-5663, "LESSOR", and Winnebago County, 625 East County Road Y, #500, Oshkosh WI 54901, a Municipal Corporation, "LESSEE".

WHEREAS, Lessee, plans to build a dog park for the public to exercise dogs off-leash on property owned by the Lessee that is located in the Village of Fox Crossing;

WHEREAS, the new park will be named "Northern Winnebago County Dog Park" and will be herein referred to as "Park";

WHEREAS, Lessor owns property that borders the eastern border of the Park;

WHEREAS, the public can access the Park only by traversing on Lessor's property, and necessary fencing of the Park can only be built on Lessor's property;

WHEREAS, development of and access to the Park by Lessee requires use of Lessor's property;

WHEREAS, Lessor and the Lessee want to provide vehicle and pedestrian access to and a secure perimeter around the Park;

WHEREAS, the Lessor and Lessee agree that the Lessor, upon application, will issue the necessary driveway permit to Lessee to develop, construct and maintain a driveway from Ehlers Road and parking lot to provide public vehicle access to the Park;

WHEREAS, Lessor and Lessee agree that a fence must be built on Lessor's property to secure and fulfill the purpose of the Park;

WHEREAS, Lessor agrees to lease to Lessee a 1.192 parcel that borders the east property line of the Park to allow for the construction of the fence, driveway access, driveway and parking lot; and

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the covenants herein set forth, the Lessor leases unto the Lessee the following described property in Winnebago County, Wisconsin (herein referred to as the "Premises") for the purpose of constructing, operating, maintaining, and repairing public access and a fence on said Premises.

1. **DESCRIPTION OF PROPERTY TO BE LEASED, OR THE PREMISES**

- A. Lessor agrees to lease to the Lessee a 1.192 parcel that borders the east property line of the Lessee-owned Park property as described and depicted in Exhibits A, B and C.

- B. A concept drawing of the approximate location of the fence, driveway access, driveway and parking lot is attached as Exhibit D.

2. TERM AND TERMINATION

- A. This lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2021, and it shall terminate on the 31st day of December 2121.

During any renewal period, the Lessor or the Lessee may terminate this lease by providing 180 days written notice of its decision to terminate. In the event of termination, the Lessee shall surrender the Premises to the Lessor. Any improvements made by the Lessee shall be removed by Lessee at Lessee's expense within ninety (90) days of said notice of termination.

- B. This lease may be renewed for an additional period under the same terms and conditions contained in this lease, upon mutual written agreement of the parties.

3. LESSEE'S USAGE

- A. Lessee shall develop, repair, replace, remove, construct, and maintain the Premises for public use including ingress/egress vehicle routes, parking area, lighting, trash containment/removal, fencing, gates, security system, trails/shared use paths, landscaping and grass areas, picnic tables and benches. The Lessee may also provide a portable toilet for public use.
- B. The Lessee may charge a fee to the public for the use of the Premises and the public facilities developed thereon.
- C. The Lessee shall comply with all applicable State and local regulations.
- D. The Lessee shall:
  - 1. Maintain the Premises in a neat, safe, sanitary, and useable condition.
  - 2. Remove litter and solid waste.
  - 3. Mow grass areas on a regular basis, remove invasive species whenever possible, trim trees and bushes.
  - 4. Maintain hard surface ingress/egress areas including gravel areas, parking lot and driveway, including snow plowing.
- E. The Lessee may post signs and posters along the Premises in order to delineate and locate the described lands for public use and to inform the public of the source of funds used for development and/or maintenance of the Premises.
- F. Lessor and Lessee agree to meet annually to discuss ongoing maintenance needs if necessary.

4. RESERVING UNTO THE LESSOR

- A. Lessor agrees to cooperate with the Lessee, as a co-applicant due to ownership issues when/if the Lessee applies for permits or grant funding for improvements or upgrades to the Premises.

5. LIMITATIONS ON USAGE

- A. The Lessee shall consult with Lessor during the planning for any development and construction of any structure or fence.
- B. Any and all improvements made to the Premises shall be accessible to persons with physical disabilities very reasonable accommodations.
- C. The area covered by the lease is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record, or conviction record.

6. GENERAL


- A. Neither this lease nor any right or duty of the Lessee herein shall be assigned, transferred, conveyed, delegated, or contracted without the prior written permission of the Lessor.
- B. Mutual indemnification.
  - i. Except as specifically identified herein, the Lessor agrees to protect, indemnify, hold harmless and defend the Lessee and the Lessee's officers, employees, agents or assigns ("Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including actual reasonable attorneys' fees, arising out of the Lessor's breach of contract.
  - ii. Except as specifically identified herein, the Lessee agrees to protect, indemnify, hold harmless and defend the Lessor and the Lessor's officers, employees, agents or assigns ("Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including actual reasonable attorneys fees, arising out of the Lessee's breach of contract.
- C. The Lessee shall have sole control of the method, hours worked, and time and manner of any performance under this lease other than as specifically provided herein. The Lessor reserves the right only to inspect the premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the lease. The Lessor assumes no responsibility for supervision



or direction of the performance of the lease to be performed by the Lessee or the Lessee's employees or agents. The Lessor further agrees that it will exercise no control over the selection and dismissal of the Lessee's employees or agents.

- D. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue shall be in Winnebago County.
- E. Compliance with Wisconsin Open Records Law. Lessor understands that Lessee is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), Lessee may be obligated to produce to a third party the records of the Lessor that are "produced or collected" by the Lessor under this Agreement ("Records"). Lessor is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessor acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessor is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in Lessee's determination, Lessee is required to produce the records to a third party in response to a public records request. Lessor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessor must defend and hold Lessee harmless from liability.
- F. The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

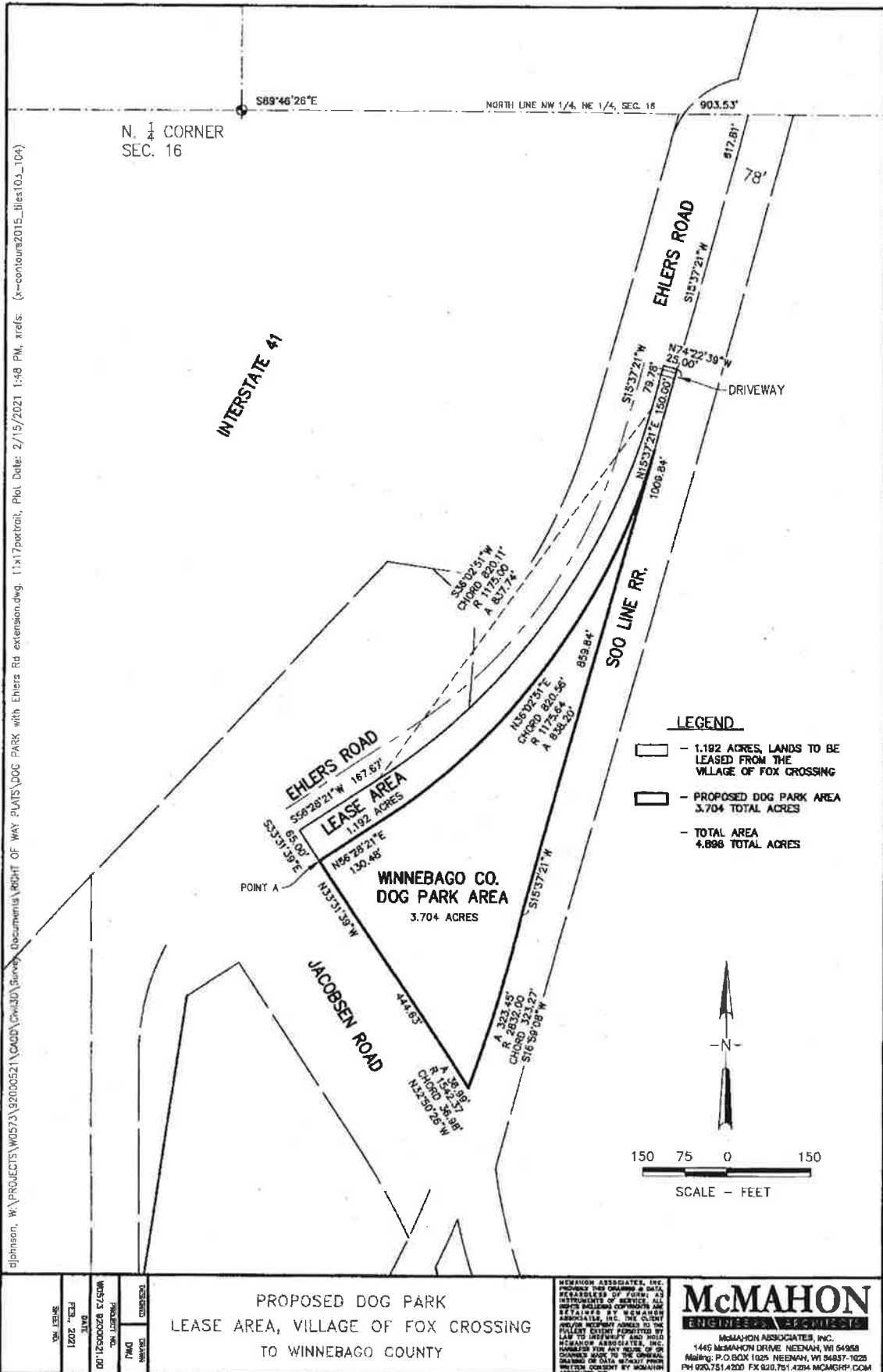
**VILLAGE OF FOX CROSSING**

By:  Date 3/23/21  
 The Village of Fox Crossing PRESIDENT

**WINNEBAGO COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Mark L. Harris  
 Winnebago County Executive

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Sue Ertmer  
 Winnebago County Clerk

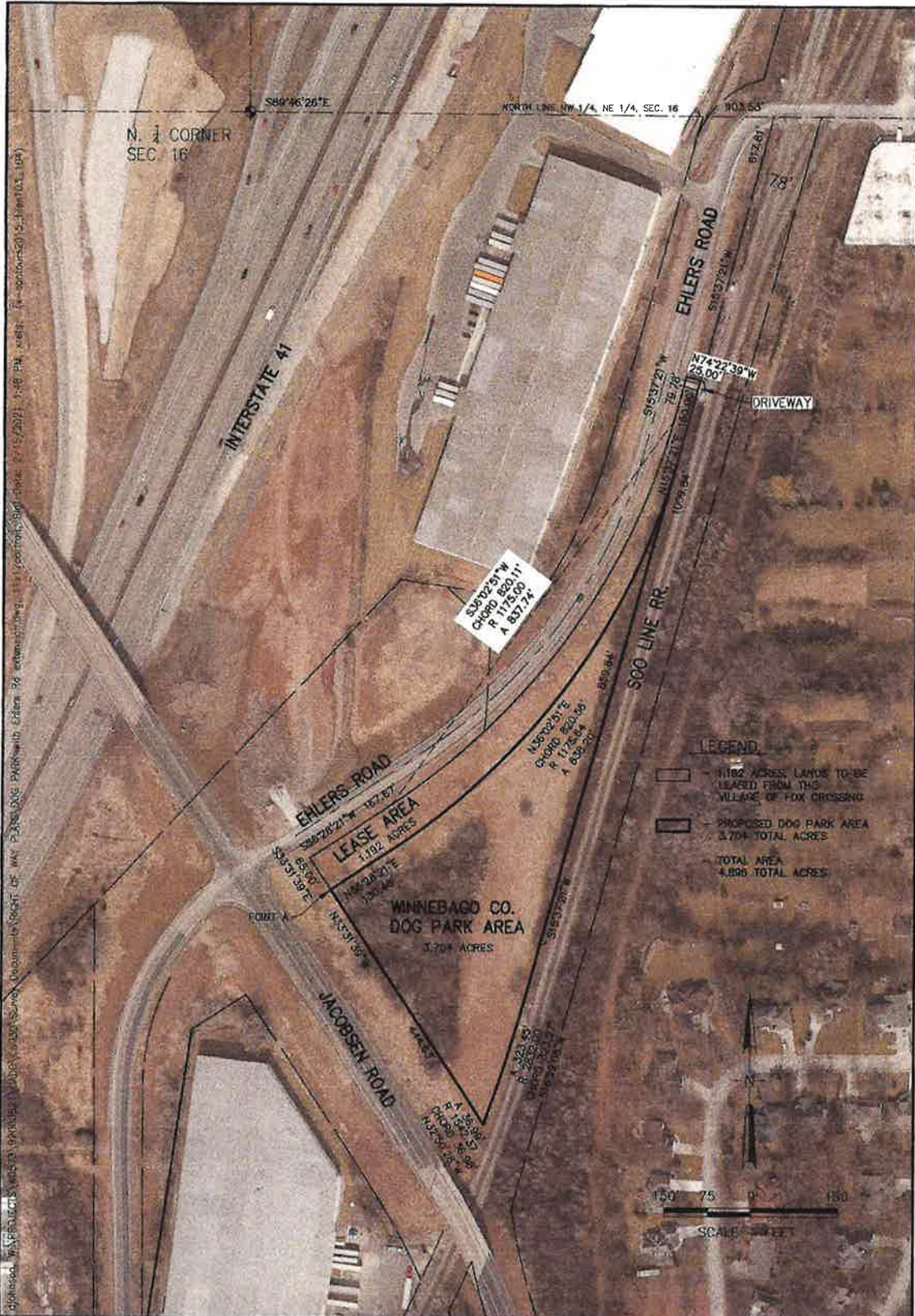


tjohnson, W:\PROJECTS\W0573\92000521\CADD\Civil3D\Survey Documents\RIGHT OF WAY PLANS\DOG PARK with Ehlers Rd extension.dwg, 11x17portrait, Plot Date: 2/15/2021 1:48 PM, xrefs: (x=contours2015\_ties10.3\_104)

PROJECT NO.	W0573 92000521.00
DATE	FEB., 2021
SHEET NO.	
DESIGNED	
DRAWN	

PROPOSED DOG PARK  
 LEASE AREA, VILLAGE OF FOX CROSSING  
 TO WINNEBAGO COUNTY

McMAHON ASSOCIATES, INC.  
 ENGINEERS & ARCHITECTS  
 1445 McMAHON DRIVE NEENAH, WI 54958  
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
 PH 920.751.4200 FX 920.751.4294 MCAMGRP.DCM



DESIGNED BY	PROJECT NO.
DRAWN BY	DATE
	FEB. 2021
	SHEET NO.

PROPOSED DOG PARK  
LEASE AREA, VILLAGE OF FOX CROSSING  
TO WINNEBAGO COUNTY

McMAHON ASSOCIATES, INC. PROPOSED THIS GRADING & LAND RESEARCHERS OF FORM; AS INSTRUMENTED BY RECORD. ALL RIGHTS INCLUDING COPIRIGHTS ARE RETAINED BY McMAHON ASSOCIATES, INC. THE CLIENT ACCEPTS THE PROPOSED GRADING TO THE FULLEST EXTENT PERMITTED BY LAW TO IMMEDIATELY AND USE McMAHON ASSOCIATES, INC. ENGINEERED FOR JOY RIDES OR CHANGES MADE TO THE ORIGINAL GRADING OR DATA WITHOUT PRIOR WRITTEN CONSENT BY McMAHON ASSOCIATES, INC.

**McMAHON**  
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54857-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

Legal Description for Winnebago County Dog Park, Village of Fox Crossing.

A part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 16, T20N, R17E, Village of Fox Crossing, Winnebago County, Wisconsin containing 3.70 acres and being described as follows:

Commencing at the North  $\frac{1}{4}$  corner of said Section 16;

Thence S89°46'26"E, 903.53 feet along the North line of the said Northeast  $\frac{1}{4}$  to the Westerly right-of-way line of the Soo Line Railroad and the Easterly line of Ehlers Road (WisDOT Project STH 125 Project 3510) plan date 1935;

Thence S15°37'21"W, 617.81 feet along said Westerly right-of-way line to the point of beginning;

Thence continue S15°37'21"W, 859.84 feet along said Westerly line;

Thence 323.45 feet along the arc of a 2,832.00 foot radius curve to the right having a 323.27 foot chord bearing S16°59'08"W along the said Westerly line to the Northerly right-of-way line of CTH PP (WisDOT right-of-way Project 1122-1-21);

Thence 36.99 feet along the arc of a 1,542.37 foot radius curve to the left having a 36.98 foot chord bearing N32°50'26"W along said Northerly right-of-way line;

Thence N33°31'39"W, 444.63 feet along said Northerly line to the Easterly right-of-way of Ehlers Road a location known as Point A, (WisDOT USH 41 right-of-way Project 1122-1-21). The next two calls are along said Easterly right-of-way;

Thence N56°28'21"E, 130.48 feet;

Thence 838.20 feet along the arc of a 1,175.64 foot radius curve to the left having a 820.56 foot chord bearing N36°02'51"E to the point of beginning;

**Together with Ehlers Road Lease Area from the Village of Fox Crossing to Winnebago County containing 1.192 acres of land and described as follows;**

Beginning at Point A;

Thence N56°28'21"E, 130.48 feet along the Easterly right-of-way line of Ehlers Road;

Thence 838.20 feet along the arc of a 1,175.64 foot radius curve to the left having a 820.56 foot chord bearing N36°02'51"E along said Easterly right-of-way line to the Westerly right-of-way line of the Soo Line Railroad;

Thence N15°37'21"E, 150.00 feet along said Westerly right-of-way line;

Thence N74°22'39"W, 25.00 feet;

Thence S15°37'21"W, 79.78 feet;



Thence 837.74 feet along the arc of a 1175.00 foot radius curve to the right having a 820.11 foot chord bearing S36°02'51"W;

Thence S56°28'21"W, 167.67 feet to the Northerly right-of-way line of CTH PP (WisDOT right-of-way Project 1122-1-21);

Thence N33°31'39"W, 65.00 feet along the Northerly right-of-way line of CTH PP (WisDOT, right-of-way Project 1122-1-21) to Point A and the Point of Beginning;

The West end of the lease parcel is intended to match the dog park area as constructed, to include a fence, driveway, parking lot and driveway accessed from Ehlers Road.

Exhibit D



1 161-042021

2 **RESOLUTION: Execute Easement Agreement between Winnebago County and**  
3 **Wisconsin Public Service Corporation**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Wisconsin Public Service Corporation (WPS) desires an easement across and beneath Wittman  
8 Regional Airport property for the purpose of constructing, installing and maintaining an electrical service line and  
9 appurtenant equipment; and

10 **WHEREAS**, the cost of installation, operation, repair, and maintenance of the electrical utility improvements  
11 will be borne solely by WPS; and

12 **WHEREAS**, the Aviation Committee has reviewed the attached easement agreement and believes that its  
13 execution would be in the best interests of the citizens of Winnebago County.

14  
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement  
17 agreement (1055590) between Winnebago County and Wisconsin Public Service Corporation (WPS) for the purpose  
18 of providing ingress and egress to and installation and maintenance of an electrical service line beneath Wittman  
19 Regional Airport property.

20 Respectfully submitted by:

21 **AVIATION COMMITTEE**

22  
23 Committee Vote: **4-0**

24 Vote Required for Passage: **Majority of Those Present**

25  
26 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

27  
28 \_\_\_\_\_  
29 Jon Doemel

30 Winnebago County Executive  
31  
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ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between **Winnebago County, a Municipal Corporation** on behalf of **Wittman Regional Airport, ("Grantor")** and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Winnebago County Register of Deeds, recorded as Document Number 1129428, being part of the Northwest Quarter of the Northwest Quarter (NW 1/4-NW 1/4) of Section 35, Township 18 North, Range 16 East, **City of Oshkosh, County of Winnebago, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001
Parcel Identification Number (PIN) <b>91413530000</b>

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.



6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**Winnebago County, a Municipal Corporation**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**Winnebago County, a Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Katherine Troutd  
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
March 2, 2021	Winnebago	City of Oshkosh	525 W 20th Ave	91413530000
Real Estate No.	WPSC District	WR#	WR Type	I/O
1055590	Oshkosh-40	3166311	JCA	21800001EC

# TEMPORARY EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY



12 FOOT WIDE EASEMENT

NORTH

**\*\*Final Exhibit will be sent for approval at a later date\*\***  
**\*\*Temporary Exhibit\*\***  
**\*\*NOT FOR RECORDING\*\***

1 162-042021

2 **RESOLUTION: Authorize Execution of Airport Operator's Agreement and Lease Between**  
3 **Basler Turbo Conversions LLC d/b/a Basler Flight Service and**  
4 **Winnebago County**

7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

8 **WHEREAS**, Basler Flight Service desires to continue leasing land, aircraft and vehicle parking areas, hangar  
9 and office space at the Wittman Regional Airport for a twenty (20) year period, with rent to be established at  
10 \$8,802.40 per month plus sales tax during the initial term of the lease; increased after every three-year period by the  
11 increase in Consumer Price Index for all Urban Consumers (CPI-U) for the past three years; and

12 **WHEREAS**, said lease would run from June 1, 2021, through May 31, 2041; and

13 **WHEREAS**, said lease would cancel and supersede the prior lease; and

14 **WHEREAS**, the Aviation Committee believes that said lease is in the best interests of Winnebago County  
15 and approved said lease on April 7, 2021.

16  
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves an  
18 Airport Operator's Agreement and Lease between Winnebago County and Basler Turbo Conversions LLC d/b/a  
19 Basler Flight Service at Wittman Regional Airport pursuant to those terms as stated above. A complete copy of said  
20 lease is attached and incorporated herein by reference as a part of this Resolution and available upon request from  
21 the Wittman Regional Airport Manager.

24 Respectfully submitted by:  
25 **AVIATION COMMITTEE**

27 Committee Vote: **4-0**

30 Vote Required for Passage: **Majority of Those Present**

32 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

34 \_\_\_\_\_  
35 Jon Doemel  
36 Winnebago County Executive  
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AIRPORT OPERATOR'S AGREEMENT & LEASE

BETWEEN

WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)

AND

BASLER TURBO CONVERSIONS, LLC d/b/a BASLER FLIGHT SERVICE

THIS AGREEMENT, made and entered into this June 1, 2021, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and BASLER TURBO CONVERSIONS, LLC, d/b/a BASLER FLIGHT SERVICE., a Wisconsin Corporation, hereinafter referred to as the "OPERATOR."

WITNESSETH:

WHEREAS, the LESSOR owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport located in the City of Oshkosh, Town of Nekimi, Winnebago County, Wisconsin, and the LESSOR is desirous of leasing to OPERATOR certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, the OPERATOR will engage in the business of selling aviation fuels, oil and other lubricants, maintaining and operating full aircraft servicing facilities, providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, flight training, providing pilots for operating planes for others, carrying freight for hire, and as said OPERATOR desires to lease certain property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to OPERATOR, and said OPERATOR does hereby hire, take

and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. CANCELLATION OF PRIOR AGREEMENTS

All prior Lease Agreements for the premises herein leased are hereby cancelled in full and replaced in full by the terms of this lease.

2. PREMISES LEASED

The LESSOR does hereby lease to OPERATOR the following described premises at said airport, with respect to which OPERATOR is to have for the term of this lease the exclusive use of said described premises as follows: (See Exhibits "A" & "B" attached for location of specific leased premises).

- a. Hangar Building #13 – approximately 10,000 square feet – LESSOR maintained
- b. Airport Terminal Building – approximately 2,000 square feet – LESSOR maintained
- c. Improved Land (paved) consisting of approximately 249,376 square feet of ramp space for aircraft parking – LESSOR maintained
- d. Improved Land (paved) consisting of approximately 22,125 square feet of auto parking space – OPERATOR maintained (snow removal only)
- e. Unimproved land consisting of approximately 49,269 square feet consisting of OPERATOR-owned structures and fuel farm – OPERATOR to maintain owned-structures and fuel farm.

3. RENTAL

The OPERATOR shall pay to the LESSOR base rent for the leased premises hereunder as follows.

- a. Hangar Building #13 – \$1.26 per sq. ft. x 10,000 square feet = \$12,738.60 per year or \$1,061.55 per month
- b. Airport Terminal Building – \$14.00 per sq. ft. x 2,000 square feet = \$28,000.00 per year or \$2,333.33 per month

- c. Improved Land (paved) for LESSOR-maintained ramp space - \$0.21 per sq. ft. x 249,376 square feet = \$52,944.96 per year or \$4,412.08 per month
- d. Improved Land (paved) for OPERATOR-maintained auto parking space - \$0.20 per sq. ft. x 22,125 square feet = \$ 4,473.72 per year or \$372.81 per month
- e. Unimproved land for OPERATOR-owned structures and fuel farm – \$0.15 per sq. ft. x 49,269 square feet - \$7,471.56 per year or \$622.63 per month.

ANNUAL TOTAL FOR LESSOR-OWNED BUILDING RENT (BASE YEAR): **\$40,738.60**

ANNUAL TOTAL FOR LESSOR-OWNED LAND RENT (BASE YEAR) **\$64,890.24**

**ANNUAL TOTAL RENT – BASE YEAR \$105,628.84**

4. **RENTAL ESCALATION**

The rental rates shown above shall be adjusted every three years on the anniversary date of this agreement at the rate of the increase of the National Consumer Price Index (CPI) for all items for all urban wage earners and clerical workers for the previous three calendar years, except that no decrease in rent will result if a decrease in the CPI-U occurs.

5. **FUEL FLOWAGE AND LANDING FEES**

- A. The OPERATOR will collect landing and fuel flowage fees on behalf of the Airport as established by County Ordinance.
- B. Collection: OPERATOR shall maintain records of all fuels received by OPERATOR from all fuel vendors. OPERATOR will collect fees on all fuels dispensed as provided for in Paragraph 5A. Fuel and landing fees collected will be remitted to LESSOR by the 10<sup>th</sup> day of the month following the month sales of fuels took place. Payment shall be made to Winnebago County Treasurer, c/o Airport Director, Wittman Regional Airport, 525 W. 20<sup>th</sup> Avenue, Oshkosh, WI 54902. Payment will accompany an affidavit. The OPERATOR shall maintain records in such a manner as to allow for a reasonable audit trail of all fuels

delivered to OPERATOR and subsequently dispensed by OPERATOR to all aircraft, OPERATOR'S aircraft and Basler Airlines. Should a fuel flowage audit be elected, the LESSOR shall bare the entire cost.

- C. The OPERATOR agrees to abide by appropriate industry standards, and all federal, state and local laws in the handling, storage, dispensing of all fuels in OPERATOR'S care and control. The OPERATOR further agrees to maintain appropriate records pertaining to the inspection and maintenance of all fuel storage and dispensing equipment and vehicles and make such records available to the LESSOR periodically for inspection. In addition, the OPERATOR shall ensure that all personnel in OPERATOR'S employ involved in fueling activities shall have received appropriate training in the handling and dispensing of fuels. OPERATOR shall maintain appropriate records showing that appropriate training based on accepted industry standards was received by each such employee.

6. TERM

A. The term of this Agreement shall be for twenty (20) years beginning June 1, 2021, and ending on May 31, 2041.

B. Should LESSOR decide to lease the premises described herein, subsequent to May 31, 2041, notice of said intent shall be provided to OPERATOR on or before November 1, 2040. Upon receipt of said notice, OPERATOR shall provide a written notice to LESSOR on or before December 31, 2040, as to its intent to negotiate a new lease agreement for any or all property described herein. Should OPERATOR fail to provide notice to LESSOR as to its intent to negotiate a new lease agreement, LESSOR may lease any or all of the premises described herein to any party without any further duty or obligation to OPERATOR.



C. Should OPERATOR file a Notice of Intent to negotiate a new lease agreement with LESSOR as described above, LESSOR, at its option, may negotiate a new twenty (20) year lease agreement with OPERATOR, provided that the OPERATOR has been and will remain in compliance with the Wittman Regional Airport Minimum Standards for Commercial Aeronautical Activities and Wittman Regional Airport Rules and Regulations. LESSOR shall provide OPERATOR with notice of and information as to, any proposed lease agreements between LESSOR and any third party on or before May 31, 2041. Upon receipt of any proposed lease agreement between LESSOR and any third party for any or all of the property described herein, OPERATOR shall have the option to exercise a right of first refusal for the purpose of leasing the premises described in the proposed lease agreement between the County and any third party upon the same conditions as described in said proposed lease agreement. Said option shall be exercised to OPERATOR within 30 days after the date of provision of notice of said proposed lease agreement to OPERATOR by LESSOR, or said option shall be considered to have expired.

D. Should OPERATOR provide LESSOR with notice of its intent to negotiate a new lease agreement, any lease agreement entered into by LESSOR with OPERATOR or any third party as to any or all of the property described herein, said new lease agreement shall be for a period not to be less than five years in duration nor more than 20 years in duration.

#### 7. ACCEPTANCE OF PRESENT PREMISES

The OPERATOR agrees to accept the premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

#### 8. ALTERATIONS AND IMPROVEMENTS

The OPERATOR shall have the right to make significant improvements to the leased premises upon receipt of written approval from the LESSOR. Such improvements shall become part of the leasehold

and remain attached to the premises upon termination of the lease. All improvements shall be at OPERATOR'S sole expense. Such approval shall not be unreasonably withheld or delayed.

9. UTILITIES

A. Hangar space and OPERATOR owned facilities:

The OPERATOR shall pay for all necessary fuel for the premises leased during the period of his occupancy, and pay for all electrical, water, telephone and other similar type charges for facilities used by said OPERATOR.

B. Office space within Airport Terminal Building:

The OPERATOR shall pay costs for all telephone, internet, cable and any other service required by OPERATOR for the premises leased during the term of his occupancy. LESSOR shall pay electric, gas and water costs for the premises leased by OPERATOR.

10. INSURANCE

A. The OPERATOR agrees, at its own cost and expense, to furnish Wittman Airport/Winnebago County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or OPERATOR. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P. O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or OPERATOR and identify the contract.

1. Aircraft Liability – with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.

2. Commercial General Liability Insurance (non aircraft) – with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This Insurance shall include on the Certificate of Insurance the following coverage:
  - a. Premises – Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Personal Injury
  - e. Errors and Omissions; if applicable
3. Automobile Liability Insurance – with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:
  - a. Owned Automobiles
  - b. Hired Automobiles
  - c. Non-Owned Automobiles
4. Worker’s Compensation – Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.
5. Limit Adjustment – LESSOR may increase insurance levels at each 5-year anniversary at a rate not to exceed the change in consumer price index over the period.

11. RIGHTS OF OPERATOR

The OPERATOR shall have:

- A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of OPERATOR.
- B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances

and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the OPERATOR'S business.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to OPERATOR'S employees, passengers, guests, invitee, and patrons.

E. The right in and on the demised premises of selling aircraft fuel, oil and other lubricants, maintaining and operating full aircraft servicing facilities, and providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, radios, propellers and accessories in connection with said business. The right to conduct such activities shall apply to aircraft of other persons as well as aircraft belonging to OPERATOR.

F. Provide those Aviation Commercial Services described above subject to the Minimum Standards for Commercial Aeronautical Activities, dated July 13, 2004, all appropriate laws of the Federal Government, the State of Wisconsin, the ordinances of the County of Winnebago, and the requirements of the Federal Aviation Administration of any other duly authorized governmental agency.

G. The right to sublease space in leased hangars to other aviation businesses. OPERATOR agrees to file with LESSOR the rates and charges imposed upon subleases. LESSOR must not duplicate services provided by subleases. The following services may not be subleased unless the sublease for each service is to the same sub lessee: aircraft fueling/line service and airframe maintenance/repair to the public. Any sublease arrangement shall be subject to LESSOR approval, such approval not to be unreasonably withheld or delayed. Subleases shall meet the insurance requirements specified in paragraph 10 of this agreement independent of the OPERATOR.



## 12. MAINTENANCE OF PREMISES LEASED

OPERATOR shall be responsible for all maintenance of OPERATOR-owned buildings and structures, and will maintain the LESSOR-owned leased premises occupied by him in good order, and perform such maintenance of consumable items as is necessary, including but not limited to light bulb replacement, key & lock replacement, and custodial services. OPERATOR shall be responsible for maintenance of the hangar doors of LESSOR-owned hangars. OPERATOR shall be responsible for snow removal of leased auto parking lots and apron connected to OPERATOR-owned hangar M as depicted on the lease map. LESSOR shall be responsible for all major repairs to LESSOR-owned premises to include building structure and roofs, any and all systems related to the building, (including but not limited to plumbing, heating, electricity) doors and windows. LESSOR will maintain the land and ramp to include, but not limited to, turf maintenance and landscaping, ramp and sidewalk repair and/or replacement, crack/joint rehabilitation, sealcoating, taxi line and aircraft parking line painting, perimeter fence/gate maintenance, and snow removal on the aircraft ramp.

In the event of fire or other casualty, the LESSOR at its discretion, shall repair LESSOR-owned buildings or remove the damaged buildings and restore the leased area to its original condition. In the event of the destruction of any LESSOR-owned building, the rent herein shall abate proportionately.

## 13. ASSIGNMENT

OPERATOR shall not at any time assign this Agreement, nor sublet the said leased premises, or any part thereof, without the written consent of LESSOR, first had and obtained, provided that the foregoing shall not prevent the assignment of the Agreement to any corporation with which OPERATOR may merge or consolidate, or which may succeed to the business of OPERATOR or to any parent or subsidiary corporation of OPERATOR or any affiliated company of OPERATOR which has control of it or of which it has working control.

#### 14. OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. OPERATOR agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

B. OPERATOR agrees to, at all times during the term of the Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the OPERATOR'S acts, error or omissions, provided however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

C. LESSOR agrees to, at all times during the term of this Lease, indemnify, save harmless and defend the OPERATOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, which the OPERATOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSOR's acts, errors or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts, errors or omissions of the OPERATOR its agencies, boards, commissions, officers, employees or representatives.

D. So long as OPERATOR conducts his business in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

E. OPERATOR agrees that no signs or advertising matter may be erected without the written consent of the LESSOR, such consent not to be unreasonably withheld or delayed.

F. OPERATOR agrees to operate the premises leased for the use and benefit of the public:

1. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.
2. To furnish said service on a fair, equal & nondiscriminatory basis to all users.
3. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the OPERATOR may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Prices for fuel and servicing shall be posted by OPERATOR in a conspicuous place at the OPERATOR's service counter in the terminal building, and a copy furnished to the LESSOR.
4. Meet each and every standard as specified in the LESSOR's Minimum Standards for Commercial Aeronautical Activities dated July 13, 2004 and as may be amended for the following services:
  - a. Aircraft Fueling
  - b. Aircraft Line Services
  - c. Aircraft airframe, engine, accessory, maintenance and repair
  - d. Aircraft Storage Hangars

#### 15. SCHEDULE OF HOURS

OPERATOR agrees to maintain operations during a schedule of hours consistent with the Minimum Standards for Commercial Aeronautical Activities dated July 13, 2004 (section 4.3.5) and such schedules shall be filed with, and approved by, the Airport Director. Hours of operation shall not be reduced without written consent of the LESSOR, except during any period which the Airport is closed by any lawful authority restricting the use thereof in such a manner as to interfere with the use of the same by the OPERATOR for its business operation.

#### 16. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by OPERATOR, for his business operation, the rent shall abate and at the OPERATOR'S option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

#### 17. FIRE & POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the OPERATOR the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to the OPERATOR up to, but not including, the area within five (5) feet of structures owned or leased by OPERATOR. All of the foregoing services will be at the LESSOR's expense and consistent with airport snow removal priorities.

#### 18. FAILURE TO PAY RENT

Failure on the part of the OPERATOR to pay rent hereunder within thirty (30) days after same shall



become due, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

19. PERSONAL PROPERTY TAXES

The OPERATOR shall pay all taxes or assessments that may be levied against the personal property of the OPERATOR.

20. BREACH OF CONDITIONS

If the OPERATOR shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

21. INSPECTION: LEASED PREMISES & BOOKS AND RECORDS OF OPERATION

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. FURTHER DEVELOPMENT

The OPERATOR recognizes that from time to time during the term of this lease it will be necessary for the LESSOR to initiate and carry forward programs of construction, expansion, demolition, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activities which will require accommodations, and that such construction, expansion, demolition, maintenance and repair may inconvenience and partially impair the OPERATOR'S use of the

demised premises. The OPERATOR agrees that no liability shall attach to the LESSOR, its officers, agents, and employees by reason of such inconvenience or partial impairment of the use of the demised premises, and the OPERATOR waives any right to claim damages or other considerations, therefore, except for reasonable and proportionate rental abatements during such periods of impaired use provided that LESSOR complies with the provisions of the second paragraph of this section 21.

It is further agreed that LESSOR shall reserve to itself and have the right to relocate the OPERATOR'S location as described heretofore, or to revise the area and limits of the said premises, if in the reasonable discretion of the LESSOR, that airport improvement, development, expansion, demolition, or construction shall require such relocation or revision. In the event LESSOR makes such determination, LESSOR shall consult fully with OPERATOR and develop a plan with OPERATOR to minimize the disruption of OPERATOR'S business in connection with such relocation. LESSOR shall conduct such relocation in a manner to allow OPERATOR to continue to provide fueling and maintenance services as effectively as possible during the relocation process. Without limiting the foregoing, if LESSOR determines to take such action, LESSOR and OPERATOR shall use best efforts to develop such new or remodeled facilities for OPERATOR before the relocation of OPERATOR to the new or remodeled facilities. Further, if LESSOR determines to relocate OPERATOR to a comparable facility on the Airport, LESSOR shall bear all costs and expenses of creating such comparable facility or remodeling an existing facility to make it a comparable facility. LESSOR shall also bear the costs of replacing or providing fuel farms and other facilities and equipment such that OPERATOR is placed in a comparable position after such relocation. Further, if LESSOR determines to relocate OPERATOR to a comparable facility on the Airport, LESSOR reserves the right to adjust the premises leased, as outlined in paragraph 2 of this agreement, and to renegotiate the OPERATOR'S lease rate within the relocated facility, as outlined in paragraph 3 of this agreement, based upon the size, cost, salient features or other factors of the relocated facilities. The OPERATOR waives all claims of rights of action for damages or other compensation for inconveniences or

loss occasioned by such relocation or revision of area, except rent adjustments or abatements to the extent that the relocation or revision reduces the area, and for the period during which the premises are not usable because of such relocation or revision. If relocation is deemed necessary by LESSOR, it agrees to relocate, if practical, OPERATOR in facilities as nearly equal to OPERATOR'S present facilities in the Airport as is reasonably possible, and to do so at no cost to OPERATOR. LESSOR, at its option, may either conduct the relocation itself or reimburse OPERATOR for such relocation.

22. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

23. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

24. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent OPERATOR from erecting, or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

25. SUBORDINATION TO LEASE WITH UNITED STATES

This lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits OPERATOR'S use or enjoyment of the leased premises, OPERATOR may, at its option and with 90 days written notice to LESSOR, terminate this agreement provided that LESSOR complies with the provisions of the second paragraph of this section 21.

#### 26. OPERATOR TO OBEY RULES

The OPERATOR shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The OPERATOR shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

#### 27. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964.

The OPERATOR, in the use of the leased premises for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that



the premises shall be used in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

OPERATOR, in the conduct of its authorized business activities on said demised premises and said airport, shall furnish good prompt, and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or services; provided, however, that OPERATOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

OPERATOR shall have the right and privilege to engage in, and conduct all business operations authorized under the terms of this Lease, provided, however, that this agreement shall not be construed in any manner to grant the OPERATOR, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those premises leased exclusively to the OPERATOR hereunder.

## 28. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees. Related to the discovery procedure, including but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.
- G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

29. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: OPERATOR understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of an OPERATOR that are "produced or collected" by the OPERATOR under this Agreement ("Records"). OPERATOR is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and OPERATOR acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, OPERATOR is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination,

County is required to produce the records to a third party in response to a public records request. OPERATOR's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and OPERATOR must defend and hold the County harmless from liability due such breach.

30. NOTICES.

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

LESSOR

Wittman Regional Airport  
Attn: Airport Director  
525 W. 20th Avenue  
Oshkosh, WI 54902

OPERATOR

Basler Turbo Conversions, LLC  
d/b/a Basler Flight Service, Inc.  
Attn: General Manager  
525 W. 20th Avenue  
Oshkosh, WI 54902

or to such other addresses as the parties may designate to each other in writing from time to time.

31. RELATIONSHIP OF LESSOR AND OPERATOR.

It is expressly understood that LESSOR shall not be construed or held as a partner or associate of OPERATOR in the conduct of its business, and it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of LESSOR and OPERATOR.

32. COVENANTS TO BE BINDING

The covenants, conditions and terms of this Agreement shall be binding upon the respective parties hereto, and on their heirs, executors, administrators and assigns.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day  
and year first above written.

WINNEBAGO COUNTY (LESSOR)

---

Jon Doemel  
County Executive

---

Susan T. Ertmer  
County Clerk

BASLER TURBO CONVERSIONS, LLC d/b/a BASLER FLIGHT SERVICE (OPERATOR)

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Rod McNeil  
President, Basler Flight Service

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Justin Rust  
General Manager, Basler Flight Service



2 **RESOLUTION: Authorize Execution of Airport Lease Between Kevin Green and**  
3 **Winnebago County**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Kevin Green desires to continue leasing Hangar L809-A at the Wittman Regional Airport for a  
8 three (3) year period, with rent to be established at \$353.17 per month plus sales tax during the first year of the  
9 lease; \$353.17 plus sales tax, plus the average Consumer Price Index for all Urban Consumers (CPI-U) for the past  
10 year during the second year of the lease; and the monthly rate in year two plus the CPI-U for year two and sales tax  
11 during the third year of the lease; and

12 **WHEREAS**, said lease would run from February 1, 2021, through January 31, 2024; and

13 **WHEREAS**, the Aviation Committee believes that said lease is in the best interests of Winnebago County  
14 and approved said lease on March 3, 2021.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves a  
16 three (3) year lease between Winnebago County and Kevin Green for Hangar L809-A at Wittman Regional Airport  
17 pursuant to those terms as stated above. A complete copy of said lease is attached and incorporated herein by  
18 reference as a part of this Resolution and available upon request from the Wittman Regional Airport Manager.  
19  
20

21 Respectfully submitted by:

22 **AVIATION COMMITTEE**

23  
24 Committee Vote: **4-0**

25  
26  
27 Vote Required for Passage: **Majority of Those Present**

28  
29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

30  
31 \_\_\_\_\_  
32 Jon Doemel  
33 Winnebago County Executive  
34  
35  
36  
37  
38  
39  
40  
41

**AIRPORT HANGAR LEASE**

**BETWEEN**

**WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)**

**AND**

**KEVIN GREEN**

THIS AGREEMENT, made and entered into this   1st   day of February, 2021, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Kevin Green, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport located in Winnebago County, Wisconsin, and the LESSOR is desirous of leasing to LESSEE certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, the LESSEE will operate aircraft subject to Part 91 and other applicable Federal Aviation Regulations and said operations shall not be "for hire", and as said LESSEE desires to lease certain aircraft storage property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to LESSEE, and said LESSEE does hereby hire, take and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. **PREMISES LEASED**

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Building L 809-A, 1,386 sq. ft. of aircraft storage building space.

2. RENTAL

The operator shall pay to the LESSOR rent for the leased premises hereunder as follows.

Hangar Building L 809-B.

Year 1 - February 1, 2021 through January 31, 2022 - \$353.17 per month plus tax.

Year 2 - February 1, 2022 through January 31, 2023 - \$353.17 per month plus CPI-U for previous year

Year 3 - February 1, 2023 through January 31, 2024 - Previous rate plus CPI-U for previous year

Plus sales tax, if applicable. Rent shall be paid monthly.

3. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2021, and ending on January 31, 2024.

4. ACCEPTANCE OF PRESENT PREMISES

The LESSEE agrees to accept the land premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

5. ALTERATIONS AND IMPROVEMENTS

The LESSEE shall have the right to make improvements to the leased premises upon receipt of written approval from the LESSOR. Should the LESSEE install approved heating units at the sole expense of the LESSEE, the LESSEE shall have the right to remove or have the option to sell to the next LESSEE the actual heating units installed, provided that all permanent piping and hardware other than the actual units are left intact. All improvements shall be at LESSEE's sole expense. Such approval shall not be unreasonably withheld or delayed.

6. UTILITIES

The LESSEE shall pay for all necessary fuel for the premises leased during the period of his occupancy, and pay for all electricity, water, telephone and other similar type charges for facilities used by said LESSEE. LESSEE shall provide adequate trash removal services to meet his needs.

7. INSURANCE

A. User or Tenant agrees, at its own cost and expense, to furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Courthouse, P.O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or LESSEE and identify the contract.

1. Aircraft Liability - with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.

2. Commercial General Liability Insurance  
(non aircraft) - with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

This insurance shall include on the Certificate of Insurance the following coverage:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Personal Injury
- e. Errors and Omissions; if applicable

3. Automobile Liability - insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:

- a. Owned Automobiles
- b. Hired Automobiles



c. Non-Owned Automobiles

4. Worker's Compensation - Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.

8. RIGHTS OF LESSEE

The LESSEE shall have:

A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of LESSEE.

B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the LESSEE's operation.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitee, and patrons.

9. MAINTENANCE OF PREMISES LEASED

LESSEE will maintain the leased premises occupied by him in good order, and make such basic repairs and maintenance as are necessary.

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

10. ASSIGNMENT

LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein, without the prior written consent of the LESSOR, but such consent shall not be unreasonably withheld or delayed. Aeronautical use, personal character and financial capacity shall be the three key factors evaluated by the LESSOR in reviewing a lease assignment request.

11. OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. LESSEE agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

B. LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

C. So long as LESSEE conducts his operation in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

D. LESSEE agrees that no signs or advertising matter may be erected without the written consent of the LESSOR.

12. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by LESSEE, for his business operation, the rent shall abate and at the LESSEE's option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

13. FIRE AND POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the LESSEE the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to within three feet of the LESSEE's hangar. All of the foregoing services to be at the LESSOR's expense and consistent with airport snow removal priorities.

14. FAILURE TO PAY RENT

Failure on the part of the LESSEE to pay the rent hereunder within thirty (30) days after same shall become due, except as provided in Paragraph 12, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

15. PERSONAL PROPERTY TAXES

The LESSEE shall pay all taxes or assessments that may be levied against the personal property of the LESSEE.

16. BREACH OF CONDITIONS

If the LESSEE shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

17. INSPECTION: LEASED PREMISES AND BOOKS & RECORDS OF LESSEE

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the

proper enforcement of any of the covenants or conditions of this agreement.

18. FURTHER DEVELOPMENT

The LESSOR reserves the right to further develop or improve the landing area and any or all other areas at the Airport as it deems proper. Any material change in LESSEE's use or enjoyment of the leased premises or the efficient operation of its business thereon shall require renegotiation of the agreement, or, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

19. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

20. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

21. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

22. SUBORDINATION TO LEASE WITH UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits LESSEE's use or enjoyment of the leased premises, LESSEE may, at its option and



with 90 days written notice to LESSOR, terminate this agreement.

23. LESSEE TO OBEY RULES

The LESSEE shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The LESSEE shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

24. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964

The LESSEE, in the use of the leased premises for himself, her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

LESSEE, in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt, and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSEE shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege to engage in, and conduct all business operations authorized under

the terms of this Lease, provided, however, that this agreement shall not be construed in any manner to grant the LESSEE, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those premises leased exclusively to the LESSEE hereunder. (See Exhibit C).

25. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees. Related to the discovery procedure, including but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.

G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

26. COVENANTS TO BE BINDING

The covenants, conditions and terms of this Agreement shall be binding upon the respective parties hereto, and on their heirs, executors, administrators and assigns.

27. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: Lessee understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of a Lessee that are “produced or collected’ by the Lessee under this Agreement (“Records”). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee is (1) obligated to retain Records for seven (7) years from the date of the Record’s creation; and (2) produce such Records to County if, in County’s determination, County is required to produce the records to a third party in response to a public records request. Lessee’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

WINNEBAGO COUNTY (LESSOR)

By: \_\_\_\_\_

Mark L. Harris  
County Executive

\_\_\_\_\_  
Susan T. Ertmer, County Clerk

(LESSEE)

By: \_\_\_\_\_

Kevin Green



2 **RESOLUTION: Authorize Execution of Airport Lease Between Katherine Stanis and**  
3 **Winnebago County**

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Katherine Stanis desires to continue leasing Hangar L809-B at the Wittman Regional Airport for  
8 a three (3) year period, with rent to be established at \$353.17 per month plus sales tax during the first year of the  
9 lease; \$353.17 plus sales tax, plus the average Consumer Price Index for all Urban Consumers (CPI-U) for the past  
10 year during the second year of the lease; and the monthly rate in year two plus the CPI-U for year two and sales tax  
11 during the third year of the lease; and

12 **WHEREAS**, said lease would run from February 1, 2021, through January 31, 2024; and

13 **WHEREAS**, the Aviation Committee believes that said lease is in the best interests of Winnebago County  
14 and approved said lease on March 3, 2021; and

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves a  
16 three (3) year lease between Winnebago County and Katherine Stanis for Hangar L809-B at Wittman Regional  
17 Airport pursuant to those terms as stated above. A complete copy of said lease is attached and incorporated herein  
18 by reference as a part of this Resolution and available upon request from the Wittman Regional Airport Manager.  
19

21 Respectfully submitted by:

22 **AVIATION COMMITTEE**

23  
24 Committee Vote: **4-0**

25  
26  
27 Vote Required for Passage: **Majority of Those Present.**

28  
29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

30  
31 \_\_\_\_\_  
32 Jon Doemel  
33 Winnebago County Executive  
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**AIRPORT HANGAR LEASE**

**BETWEEN**

**WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)**

**AND**

**KATHERINE STANIS**

THIS AGREEMENT, made and entered into this   1st   day of February, 2021, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Katherine L. Stanis, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport located in Winnebago County, Wisconsin, and the LESSOR is desirous of leasing to LESSEE certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, the LESSEE will operate aircraft subject to Part 91 and other applicable Federal Aviation Regulations and said operations shall not be "for hire", and as said LESSEE desires to lease certain aircraft storage property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to LESSEE, and said LESSEE does hereby hire, take and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. **PREMISES LEASED**

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Building L 809-B, 1,386 sq. ft. of aircraft storage building space.

2. RENTAL

The operator shall pay to the LESSOR rent for the leased premises hereunder as follows.

Hangar Building L 809-B.

Year 1 - February 1, 2021 through January 31, 2022 - \$353.17 per month plus tax.

Year 2 - February 1, 2022 through January 31, 2023 - \$353.17 per month plus CPI-U for previous year

Year 3 - February 1, 2023 through January 31, 2024 - Previous rate plus CPI-U for previous year

Plus sales tax, if applicable. Rent shall be paid monthly.

3. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2021, and ending on January 31, 2024.

4. ACCEPTANCE OF PRESENT PREMISES

The LESSEE agrees to accept the land premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

5. ALTERATIONS AND IMPROVEMENTS

The LESSEE shall have the right to make improvements to the leased premises upon receipt of written approval from the LESSOR. Should the LESSEE install approved heating units at the sole expense of the LESSEE, the LESSEE shall have the right to remove or have the option to sell to the next LESSEE the actual heating units installed, provided that all permanent piping and hardware other than the actual units are left intact. All improvements shall be at LESSEE's sole expense. Such approval shall not be unreasonably withheld or delayed.

6. UTILITIES

The LESSEE shall pay for all necessary fuel for the premises leased during the period of his occupancy, and pay for all electricity, water, telephone and other similar type charges for facilities used by said LESSEE. LESSEE shall provide adequate trash removal services to meet his needs.

7. INSURANCE

A. User or Tenant agrees, at its own cost and expense, to furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Courthouse, P.O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or LESSEE and identify the contract.

1. Aircraft Liability - with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.

2. Commercial General Liability Insurance  
(non aircraft) - with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

This insurance shall include on the Certificate of Insurance the following coverage:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Personal Injury
- e. Errors and Omissions; if applicable

3. Automobile Liability - insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:

- a. Owned Automobiles
- b. Hired Automobiles



c. Non-Owned Automobiles

4. Worker's Compensation - Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.

8. RIGHTS OF LESSEE

The LESSEE shall have:

A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of LESSEE.

B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the LESSEE's operation.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitee, and patrons.

9. MAINTENANCE OF PREMISES LEASED

LESSEE will maintain the leased premises occupied by him in good order, and make such basic repairs and maintenance as are necessary.

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

10. ASSIGNMENT

LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein, without the prior written consent of the LESSOR, but such consent shall not be unreasonably withheld or delayed. Aeronautical use, personal character and financial capacity shall be the three key factors evaluated by the LESSOR in reviewing a lease assignment request.

11. OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. LESSEE agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

B. LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

C. So long as LESSEE conducts his operation in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

D. LESSEE agrees that no signs or advertising matter may be erected without the written consent of the LESSOR.

12. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by LESSEE, for his business operation, the rent shall abate and at the LESSEE's option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

13. FIRE AND POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the LESSEE the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to within three feet of the LESSEE's hangar. All of the foregoing services to be at the LESSOR's expense and consistent with airport snow removal priorities.

14. FAILURE TO PAY RENT

Failure on the part of the LESSEE to pay the rent hereunder within thirty (30) days after same shall become due, except as provided in Paragraph 12, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

15. PERSONAL PROPERTY TAXES

The LESSEE shall pay all taxes or assessments that may be levied against the personal property of the LESSEE.

16. BREACH OF CONDITIONS

If the LESSEE shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

17. INSPECTION: LEASED PREMISES AND BOOKS & RECORDS OF LESSEE

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the

proper enforcement of any of the covenants or conditions of this agreement.

18. FURTHER DEVELOPMENT

The LESSOR reserves the right to further develop or improve the landing area and any or all other areas at the Airport as it deems proper. Any material change in LESSEE's use or enjoyment of the leased premises or the efficient operation of its business thereon shall require renegotiation of the agreement, or, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

19. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

20. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

21. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

22. SUBORDINATION TO LEASE WITH UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits LESSEE's use or enjoyment of the leased premises, LESSEE may, at its option and



with 90 days written notice to LESSOR, terminate this agreement.

23. LESSEE TO OBEY RULES

The LESSEE shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The LESSEE shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

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The LESSEE, in the use of the leased premises for himself, her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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the terms of this Lease, provided, however, that this agreement shall not be construed in any manner to grant the LESSEE, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those premises leased exclusively to the LESSEE hereunder. (See Exhibit C).

25. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

WINNEBAGO COUNTY (LESSOR)

By: \_\_\_\_\_  
Mark L. Harris  
County Executive

\_\_\_\_\_  
Susan T. Ertmer, County Clerk

(LESSEE)

By: \_\_\_\_\_  
Katherine L. Stanis