

**AMENDED**  
**ADJOURNED SESSION**  
**WINNEBAGO COUNTY BOARD OF SUPERVISORS**  
**TUESDAY, JUNE 15, 2021 @ 6:00 P.M.**  
**In-person at Sunnyview Exposition Center, 500 E. County Road Y**  
**or**  
**via ZOOM**

**To join via ZOOM with video, use this link:**  
<https://us02web.zoom.us/j/83017804819?pwd=OHJ0MTk3ZXBPMXVOcytnUWQ4dkpMZz09>

**Passcode (if needed) – W1NNE**  
**To join this meeting by telephone - (312) 626-6799 and enter the Meeting ID: 830 1780 4819**  
**Passcode: 672950**

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
  - Scholarship "Thank You" cards from Samantha Schumacher, Berlin High School and Lauren Meyer, St. Mary Catholic High School
  - Notice of Claim:
    - Peter J. Long for \$3.32 for "theft of personal property"
  - Resolution from other Counties:
    - Barron County – "Resolution Requesting Elimination of Badger Care Eligibility Cliff"
    - Buffalo County – "Resolution for Opposition to Changes in Wildlife Damage Abatement and Claims Program"
    - Kewaunee County – "Resolution in Opposition to Changes in the Wildlife Damage Abatement and Claims Program"
    - The following three Polk County's resolutions for presentation at the September WCA Conference were sent to all Winnebago County Supervisors on May 30, 2021:
      1. Polk County – "Resolution Authorizing the Lobbying of the Wisconsin State Legislature to Increase Funding to the Attorney General for Drug Crime Prosecution"
      2. Polk County – "Resolution Authorizing the Lobbying of the Wisconsin State Legislature to Create Community-based Inpatient and Outpatient Substance Abuse Treatment Facilities"
      3. Polk County – "Resolution Authorizing the Lobbying of the Wisconsin State Legislature to Create a State Substance Abuse Database"
    - Shawano County – "Resolution Opposing Proposed Changes to Wildlife Damage Abatement and Claims Program"
    - Waupaca County – "Advisory Resolution Supporting Legislation to Provide an Increase in Criminal and Ordinance Violation Surcharge"
    - Waupaca County – "Advisory Resolution Supporting Legislation to Remove Requirement for Duplicate Copies of a Transcript for Applications of a Search Warrant"
    - Waushara County – "Advisory Resolution Supporting Legislation to Remove Requirement for Duplicate Copies of a Transcript for Applications of a Search Warrant"
    - Waushara County- "Advisory Resolution Supporting Legislation to Provide an Increase in Criminal and Ordinance Violation Surcharge"
    - Wood County – "Resolution Opposing Proposed Changes to Wildlife Damage Abatement and Claims Program"
    - Wood County – "Resolution Requesting the State of Wisconsin to Strengthen it's Hate Crime Statute, Wis. Stat. s. 939.645"
- Petitions for Zoning:
  - 001 – Matthew & Molly Ziegenhagen, et al, Town of Omro, rezone tax parcel nos. 016-0385-04, 016-0385(p) and 016-0385-05 from A2/B2 General Agriculture/Community Business to B3 General Business
  - 002 – Jeff Ogden – dba Tuller Road,LLC, Town of Neenah, rezone tax parcel nos. 010-0273 & 010-0218-04 from A2 General Agriculture to I1 Light Industrial
  - 003 – Steven D. Lowney – Wisconsin Tubing Properties, LLC, Town of Omro, rezone tax parcel nos. 016-0547 & 016-0547-07 from A2/I2 General Agriculture/Heavy Industrial to I2 Heavy Industrial

- Reports from Committees, Commissions & Boards
- Approval of May 4, 2021 Special Orders Meeting and May 18, 2021 Regular Session Board Proceedings
- County Executive's Report
- County Executive Appointments
  - Affirmative Action Commission – Joaquin Lira, Winnebago County Human Services Department; Linda Mingus, Oshkosh; Supervisor Rachel Youngquist; and Supervisor David Albrecht
  - Aging and Disability Resource Center – Kathryn Pfaendtner, Oshkosh
  - East Central Wisconsin Regional Planning Commission – Jerry Bougie, Director of Planning & Zoning
  - Fox Valley Workforce Development Board, Inc. – Jose Martinez, UMOS
  - Local Emergency Planning Commission – Sean Prust, Oshkosh
  - Pace WI Commission – Jon Doemel, Winnebago County Executive
  - Solid Waste Management Board – Patrick O'Brien, Neenah; Supervisor Paul Eisen
  - Winnebago County Land Records Council – Eric Rasmussen, Director of Emergency Management
- County Board Chairman's Report

**ZONING REPORTS & ORDINANCES**

- Report No. 001 – Multiple Parcels from the Towns of Algoma, Clayton, Neenah, Omro, Vinland and Winneconne requesting annexation to the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing and the City of Omro
  - Amending Ordinance No. 06/01/21 – Annexation from Multiple Towns – Algoma, Clayton, Neenah, Omro, Vinland and Winneconne to the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing and the City of Omro

\*Use this link to view supporting documents and maps:

[https://www.co.winnebago.wi.us/sites/default/files/CountyClerk/OtherDocuments/zoning\\_report\\_no.\\_001\\_-\\_annexations.pdf](https://www.co.winnebago.wi.us/sites/default/files/CountyClerk/OtherDocuments/zoning_report_no._001_-_annexations.pdf)

**RESOLUTIONS AND ORDINANCES**

RESOLUTION NO. 173-062021: Commendation for Mary Bolz  
 Submitted by:  
 PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**

~~RESOLUTION NO. 174-062021: Disallow Claim of Lauren Nobbe~~  
~~Submitted by:~~  
~~PERSONNEL & FINANCE COMMITTEE~~  
~~**Vote required: Majority of Those Present**~~

RESOLUTION NO. 175-062021: Adjusting Wages for Certified Nursing Assistants at Park View Health Center  
 Submitted by:  
 PERSONNEL & FINANCE COMMITTEE  
 PARK VIEW HEALTH CENTER COMMITTEE  
**Vote required: Majority of Those Present**

RESOLUTION NO. 176-062021: Providing Pay Adjustments to Four Registered Nurses and Four Licensed Practical Nurses at Park View Health Center  
 Submitted by:  
 PERSONNEL & FINANCE COMMITTEE  
 PARK VIEW HEALTH CENTER COMMITTEE  
**Vote required: Majority of Those Present**

RESOLUTION NO. 177-062021: Providing a Pay Differential for Nurses Working in the Rehabilitation Neighborhood at Park View Health Center  
 Submitted by:  
 PERSONNEL & FINANCE COMMITTEE  
 PARK VIEW HEALTH CENTER COMMITTEE  
**Vote required: Majority of Those Present**

- RESOLUTION NO. 178-062021: Providing Training Pay for Nurses Assigned to Train New Registered Nurses and Licensed Practical Nurses at Park View Health Center  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
PARK VIEW HEALTH CENTER COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 179-062021: Providing One-Time Retention Payments to Certain Employees at Park View Health Center  
Submitted by:  
PARK VIEW HEALTH CENTER COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Two-Thirds of Membership**
- RESOLUTION NO. 180-062021: Authorize Execution of a Three-Year Rental Agreement with Wisconsin Pony of the Americas Association  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 181-062021: Authorize Consecutive Beverage Pouring Rights Agreement between Winnebago County and Pepsi Bottling Group, LLC  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**
- RESOLUTION NO. 182-062021: Oppose the Proposed Changes by the Wisconsin Legislature to the Wildlife Damage Abatement & Claims Program  
Submitted by:  
LAND CONSERVATION COMMITTEE  
LEGISLATIVE COMMITTEE  
**Vote required: Three-fourths of Members Present**
- RESOLUTION NO. 183-062021: Support for Achieving Base Funding Goal for County Conservation Staffing  
Submitted by:  
LAND CONSERVATION COMMITTEE  
LEGISLATIVE COMMITTEE  
**Vote required: Majority of Those Present**
- ORDINANCE NO. 184-062021: Amend Winnebago County General Code Section 19.24(7) Relating to the Winnebago County Community Park Soccer Shelter Rental Fee Schedule  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Majority of Those Present**

RESOLUTION NO. 185-062021: Request Sheriff to Read Declaration of Independence on Courthouse Steps on July 4, 2021

Submitted by:  
JUDICIARY & PUBLIC SAFETY 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  
May 4, 2021**

**Regular Session  
May 18, 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, MAY 4, 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 - Konezke, Brunn, Borchart, Eisen, Ramos, Defferding, Neuhoﬀ, Nussbaum, Stafford, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Powers, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 3 – Lenz, Buck, and Locke

Motion by Supervisor Albrecht and seconded by Supervisor Warnke to adopt the agenda for this evening's meeting.  
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 Lenz, Buck and Locke are excused from this meeting.

Chairman Ramos announced that the next meeting of the Winnebago County Board will be held on Tuesday, May 18, 2021 at the Winnebago County Courthouse. This will be a "hybrid" meeting, ZOOM and in-person. Challenges are expected.

Chairman Ramos congratulated Supervisor Chuck Farrey on his appointment to the Wisconsin Counties Association Resolutions Committee.

Chairman Ramos recognized that this is Public Service Recognition Week. He thanked the County Board Supervisors, all department heads and Winnebago County staff for their hard work and dedication especially during this last year.

**UWO FOX CITIES CAMPUS: 2020 AND BEYOND**

Chancellor Andrew Leavitt provided pictures and a briefing on the development of the campuses. UWO Fox Cities Campus is celebrating 150 years of excellence and opportunity. A celebration is being planned for this fall.

Dr. Martin Rudd, Assistant Chancellor for Access Campuses, gave a brief history of the UWO Fox Cities Campus. Prior to World War II, the extension operated a vocational education space in downtown Menasha. After World War II, a campus was established on Midway Road with an operating agreement between Winnebago and Outagamie Counties. In the fall of 2017, the UWO Fox Cities announced that they would be restructuring. In the summer of 2019, three campuses and one university officially joined. In March of 2020, the pandemic struck and shifts in learning were declared. Spring of 2021, rebound planning was started. Visions for the restructuring of the UWO Fox Cities: Access, Affordability and Opportunity. Dr. Rudd explained each of these items.

Dr. Rudd provided information on reinvesting in UWO Fox Cities. More than \$900,000 of annual, ongoing new investments include: student success services; information technology, athletics and sports clubs and academic planning.

Dr. Rudd discussed future facilities for the UWO Fox Cities: Student Development Center for clubs, meetings, networking, career exploration, activities, food and governance; a potential new home for UWO's Executive MBA, Outreach center for the new building, possible center for financial literacy, and makerspace.

Chancellor Leavitt and Dr. Rudd then took questions from the board members. A copy of this presentation is available in the County Clerk's office.

**GENERAL UPDATES AND PROPOSED STAFFING POSITION CHANGES IN THE COUNTY EXECUTIVE'S OFFICE**

County Executive, Jon Doemel, gave an update on the Sawyer Creek Watershed project. This will need to be acted on soon or it could affect the insurance for 3,800 residents in Winnebago County.

Executive Doemel stated that he was elected on a platform to provide communication, collaboration, growth and reform. He wants to work with the County Board to accomplish his goals.

Executive Doemel's goals for Winnebago County are:

- To work on culture within the County
- To create careers instead of jobs to keep people in Winnebago County
- Improving citizen trust and resident pride
- Drive growth in business, industry and community
- Engage community, business and the county to work together

Executive Doemel stated that Winnebago County has one of the smallest staffed County Executive offices in Wisconsin. Ethan Hollenberger, Chief of Staff, is temporarily staffed with the County Executive's office. He has assisted many county executives transition into their new positions. John Fink, Executive Assistant, will remain in his position. He is a wealth of knowledge for Winnebago County.

Mr. Doemel commended many of the Department Heads in Winnebago County for the job they are doing. He stated that people communicate by more than telephone or email. He would like to include a communications specialist position with his office to start using social media.

Executive Doemel then took questions from the board members.

### **UPDATE ON WITTMAN REGIONAL AIRPORT TERMINAL PROJECT**

Jim Schell, Airport Director reported on the progress of the Wittman Regional Airport Terminal Project. Director Schell provided pictures of the inside and outside of the airport terminal project showing the progress that has been made. As of May 4, 2021, the outside masonry is complete, the windows are all in and the canopy is in place. Outside lighting needs to be completed. The asphalt is scheduled to be poured the first week in June. Gas and electric will be completed in the next week or two. On the inside, there is natural lighting throughout the building. Fans have been installed for air movement and circulation. They are working with the Experimental Aircraft Association to fill the blank walls with history regarding the airport.

The original bid for this project was estimated at \$7 million. Currently, the completed project should be approximately \$5.5 million. An item that was not included in the estimate was a hearing loop for the conference room. Mr. Schell worked with the Facilities Department and they both felt that the hearing loop would be an appropriate addition to this facility. This project is on track to be completed by June, 2021, hoping for a grand opening/ ribbon cutting ceremony in early July. Director Schell provided his contact information for Supervisors to contact him for tours of the building.

Director Jim Schell then took questions from the board members. A copy of his presentation is available in the County Clerk's office.

Motion by Supervisor Albrecht and seconded by Supervisor Konezke to adjourn until the Board's next meeting on Tuesday, May 18, 2021. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:55 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 May 4, 2021.

Julie A. Barthels  
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, MAY 18, 2021**

Chairman Shiloh Ramos called the hybrid in-person/virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse at 415 Jackson Street, Oshkosh, Wisconsin.

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

The following Supervisors were present: 35 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Neuhoﬀ, Nussbaum, Staﬀord, 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: 1 – Locke

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

**PUBLIC HEARING**

Mee Yang, 2825 Prairiewood Drive, spoke in support of Resolution No. 170-052021: "Designate May as Asian American and Pacific Islanders Heritage Month".

**COMMUNICATIONS & PETITIONS**

Notice of Claim from Charlene Brehmer for damage to her vehicle in the Human Services parking lot was referred to the Personnel & Finance Committee.

Notice of Claim from Peter J. Long for, "unlawful, vindictive, expeditious, retaliatory transfer to Dodge Correctional Institute" from the Winnebago County Jail was referred to the Personnel & Finance Committee.

Resolution from Eau Claire County – Resolution No. 21-3-7 "Requesting the State of Wisconsin Strengthen Its Hate Crime Statute, Wis. Stat. Sec. 939.645, to Provide Enhanced Security to Members of Wisconsin's Marginalized Communities" was referred to the Legislative Committee.

Resolution from Green Lake County – Resolution No. 5-2021 "Resolution for Opposition to Changes in Wildlife Damage Abatement and Claims Program" was referred to the Legislative Committee.

Resolution from Washington County – Resolution No. 1-2021 "Advisory Resolution Supporting Legislation to Provide an Increase in Criminal and Ordinance Violation Surcharge" was referred to the Legislative Committee.

Resolution from Washington County – Resolution No. 2-2021 "Advisory Resolution Supporting Legislation to Remove Requirement for Duplicate Copies of a Transcript for Application of a Search Warrant" was referred to the Legislative Committee.

Petitions for zoning changes:

- 001 – Dennis Frerks, Town of Winneconne, rezone tax parcel 030-0227 from A2 General Agriculture and R8 Manufactured/Mobile Home Community District to R8 Manufactured/Mobile Home Community District was referred to the Planning & Zoning Committee.
- 002 – Dennis R. Lang, Town of Winneconne, rezone tax parcel 030-0064-02 from A2 General Agriculture to R-1 Rural Residential was referred to the Planning & Zoning Committee.

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Snider reported on the Zoning Petitions presented at this meeting. The petition for Dennis Frerks is scheduled to be approved at the May 20<sup>th</sup> Town of Winneconne board meeting and the petition for Dennis Lang was approved at the April 15<sup>th</sup> Town of Winneconne board meeting.

Supervisor Eisen thanked the County Executive and his Chief of Staff for attending the May 7<sup>th</sup> Safe Streets Initiative meeting. The Safe Streets Initiative program has been upgraded to the Winnebago County Criminal Justice Coordinating Council. This program provides rehabilitation by providing alternatives to incarceration.

Supervisor Norton reported that the Diversity Affairs Commission will be hosting a ZOOM meeting on Thursday, May 20, 2021 from 3:00 to 4:30 p.m. The meeting will include an interview with Debby Irving, the author of the book "Waking Up White". More information can be found on the County's website: <https://winnebago.extension.wisc.edu/files/2021/04/The-Winnebago-County-Diversity-Affairs-Commission.pdf>.

Supervisor Norton reported that COVID-19 vaccinations are still available at the Sunnyview Expo Center.

Supervisor Norton announced that there will be a new Executive Director for the Winnebago County Housing Authority. Supervisor Norton noted that the Parks Department and the Highway Department are in need of seasonal help.

Motion by Supervisor Albrecht, second by Supervisor Konetzke, to approve the proceedings from the April 20, 2021 Winnebago County Board meeting. CARRIED BY VOICE VOTE.

## **COUNTY EXECUTIVE'S REPORT**

County Executive Jon Doemel spoke in support of Resolution No. 165-052021: "Approve a Transfer of \$322,850 from the Undesignated General Fund Balance to Sheriff's Office Capital Outlay Account to Replace the Boathouse on the Fox River at the End of Broad Street in Oshkosh."

County Executive Doemel thanked the Supervisors for their help with the transition to his new position. He would like to meet individually with each County Board Supervisor to understand their passion and concerns for Winnebago County. He has met with many of the Department Heads. He is excited to see what the future holds.

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

Chairman Ramos reported that Supervisor Locke is excused from tonight's meeting.

Chairman Ramos reminded the board that the next County Board meeting will be held on June 15, 2021. The meeting will be both in-person and virtually. The meeting will be held at the Sunnyview Expo Center.

Chairman Ramos thanked everyone involved in making this meeting happen.

Chairman Ramos announced the 2021 scholarship winners. He provided history on the scholarship program. There were twenty-three applicants from Winnebago County. Students are required to fill out an application and write an essay on "If I were to run for any Winnebago County office, which position would I run for and why?"

The following nine students were awarded \$1,000.00 scholarships:

- Samantha Schumacher – Berlin High School
- Chloe Hietpas – Menasha High School
- Katie Peters – Omro High School
- Ethan Cutts – Oshkosh North High School
- Anna Kossolapov – Oshkosh North High School
- John Otto Scherer – Oshkosh North High School
- Alexis Schaefer – Oshkosh West High School
- Lauren Meyer – St. Mary Catholic High School
- Madeline Gratton – Winneconne High School

## **WINNEBAGO COUNTY AGING AND DISABILITY RESOURCE CENTER (ADRC) BETH ROBERTS – ADRC DIRECTOR & PAUL JANTY – ADRC COMMITTEE CHAIRMAN**

Beth Roberts, Aging and Disability Resource Center (ADRC) Director, and Paul Janty, ADRC Committee Chairman; presented the Winnebago County Board with information regarding ADRC. The ADRC provides information and resources to persons with developmental and disability concerns.

Ms. Roberts and Mr. Janty reported on the recent projects that the ADRC is currently working on:

- Dementia Care Specialist – providing learning opportunities and support for caregivers
- Project Lifesaver County-wide – this is a voluntary tracking program to help locate people who wander away
- Wheelchair Wash – provides cleaning and maintenance for wheelchairs
- Public Health Collaboration – provide prevention classes and COVID vaccination communication and support
- Home Delivered Meals/Volunteers during COVID – providing meals to members who would have utilized meal sites.
- Senior Center Connect with Tech-Partner with Referrals and Funding
- American Association of Retired Persons (AARP) Age Friendly Designation – Winnebago County is the 7<sup>th</sup> Community in the State to receive this designation
- Falls Prevention – working with the City of Oshkosh Fire Department to help lower the number of falls in Winnebago County. Currently, the County is listed as one of the highest counties in the United States for people falling.
- Caregiver Programs and Free Respite at a Couple of Churches in the County – Volunteers spend time and plan activities with people who have memory loss

Ms. Roberts and Mr. Janty reported on projects that the ADRC is currently working on:

- Falls Prevention – looking to expand this program to other fire departments in the County
- Newsletter – Increase distribution
- Housing Assessment – determining needs as demographics change
- Additional Dementia Services – Intergenerational play/educational training; Horseback riding program, Increasing respite sites
- Continued Improvement of Website, Resource Directory and Newsletter

Ms. Roberts and Mr. Janty then took questions from the board.

## ZONING REPORTS AND ORDINANCES

- Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from Jan Mack, Wind Ridge Farm, Inc.; Town of Omro to change from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture. Motion by Supervisor Egan and seconded by Supervisor Defferding to accept. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 05/01/21 (Mack, Wind Ridge Farm, Inc.) – A request to rezone from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture for tax parcel no. 016-0798. Motion by Supervisor Egan and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: May 24, 2021)
- Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from the Town of Neenah to change from I-1/A-2 Light Industrial/General Agriculture to A-2 General Agriculture. Motion by Supervisor Nussbaum and seconded by Supervisor Defferding to accept. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 05/02/21 (Town of Neenah) – A request to rezone from I-1/A-2 Light Industrial/General Agriculture to A-2 General Agriculture for tax parcel nos. 010-0211-01-04, 010-0218-05 and 010-0218(p). Motion by Supervisor Nussbaum and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: May 24, 2021)
- Report No. 003 – A report from the Planning & Zoning Committee regarding a requested zoning change from Frank J. Puhl, Olivia K. Buehler, Cynthia M. Clifford, Bradley P. Ertmer; Town of Omro to change from A-2 General Agriculture to R-1 Rural Residential. Motion by Supervisor Egan and seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 05/03/21(Puhl, Buehler, Clifford & Ertmer) – A request to rezone from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 016-0259-01 and 016-0259(p). Motion by Supervisor Ellis and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: May 24, 2021)

## RESOLUTIONS AND ORDINANCES

**RESOLUTION NO. 165-052021:                    Approve a Transfer of \$322,850 from the Undesignated General Fund Balance to the Sheriff's Office Capital Outlay Account to Replace the Boathouse on the Fox River at the End of Broad Street in Oshkosh**

WHEREAS, the Winnebago County Sheriff's Office Marine 1 boathouse is located on the Fox River at the end of Broad Street in Oshkosh, adjacent to the railroad trestle; and

WHEREAS, the boathouse was constructed by the City of Oshkosh in 1952 with wooden pylons and sea walls, and a steel frame structure clad in metal sheeting to be used to store the Oshkosh Police department patrol boat.; and

WHEREAS, in 1980 the City of Oshkosh Common Council voted to transfer ownership of the boathouse to Winnebago County via a quit claim action; and

WHEREAS, since 1980 this boathouse has been used by the Winnebago County Sheriff's Office to house the largest of the Sheriff's Office boats (Marine 1), which is the most capable boat to handle the large waves and adverse conditions that can occur on Lake Winnebago due to severe weather events and shallow depths. Marine 1 is the Sheriff's Office's primary search and rescue vessel for Lake Winnebago, and acts as the primary platform for dive/rescue operations; and

WHEREAS, in March 2021 it was found that the wooden seawalls in the wet-bay had rotted through in several places and the boathouse was starting to fill with gravel and sediment. Additionally, the south/east corner of the boathouse had sunk about 6 inches because the foundation structure had been compromised. With the low water levels on the Lake Winnebago system at the time, and the sediment filling the wet-bay, the vessel could not be moved in or out of the boathouse safely; and

WHEREAS, the discovery of the failing structure prompted an effort to replace the wet-bay which had been in existence for approximately 40 years and had reached the end of its life expectancy. This also prompted an effort to replace the boathouse structure which had been in place since 1952, and needed repairs. With current technology in treated lumber and pylons used in the construction of wet-bays, the life expectancy of a new wet-bay would be 50 to 70 years; and

WHEREAS, this is contingent upon Winnebago County acquiring ownership of the property on which the boathouse sits, or entering into a long-term lease with the City of Oshkosh for the land on which the boathouse sits.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a transfer of \$322,850 from the undesignated general fund balance to the sheriff's office capital outlay account to reconstruct the boathouse located in Oshkosh on the Fox River at the end of Broad Street.

Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 166-052021: Amend the Table of Organization for the Winnebago County Finance Department to Add a Budget Manager and Accountant Position and to Eliminate an Accounting Supervisor Position and Approve a Transfer of \$52,101 from the Contingency Reserve Accounts to the Finance Department Labor and Other Operating Expense Accounts to Cover the Table of Organization Changes**

WHEREAS, workloads in the Finance Department have been growing for some time, and are expected to continue to grow, due to high priority projects including: managing new federal revenue sources such as American Rescue Plan grants; updating finance policies and procedures as well as the County Code; increased need for training of and coordination with employees who handle financial matters in other departments; and needed improvements to the payables approval workflow; and

WHEREAS, a change in the table of organization will accommodate a reorganization of functions within the Finance Department so as to allow clearer areas of focus on operations (led by the Assistant Finance Director with assistance from a new Accountant position) and budget, policy, and capital planning (led by the new Budget Manager position), which will provide better service; and

WHEREAS, making these position changes will require budget transfers totaling \$52,101, consisting of \$47,101 in labor expenses and \$5,000 in other expenses, as detailed below, to cover the remainder of calendar year 2021, with amounts for the following years to be included in the county budget

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that the Table of Organization for the Winnebago County Finance department is amended by adding one full-time Budget Manager position and one full-time Accountant position, and by eliminating one full-time Accounting Supervisor position; and

BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that it hereby approves a transfer of \$52,101 from the Contingency Reserve Accounts to the Finance department labor and other operating expense accounts to cover the Table of Organization changes.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 167-052021: Table of Organization for the Solid Waste Department – Replace an Administrative Associate position with an Office Supervisor position and replace a Recycling Program Manager position with a Communications / Program Development Specialist position.**

WHEREAS, a recent vacancy in the position of Solid Waste Operations Manager has provided an opportunity for review of the organization of management functions within the Solid Waste Department; and

WHEREAS, combining operations of the solid waste and recycling programs under one manager will allow greater efficiency and uniformity of operations throughout the department; and

WHEREAS, combining some of the current duties of the Administrative Associate – Solid Waste position with supervision of the Solid Waste Associate positions and scale oversight and accounting functions in an Office Supervisor position will allow for improved management of these key department functions; and

WHEREAS, adding a new Communications and Program Development Specialist position will allow the department to improve its public outreach efforts to better support solid waste and recycling services.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the Table of Organization for the Solid Waste Department by eliminating one full-time Administrative Associate – Solid Waste position and one full-time Recycling Program Manager position and by adding one full-time Office Supervisor position and one full-time Communications / Program Development Specialist position.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

The vote for this resolution was changed from Two-thirds of Membership to Majority of Those Present.

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



**RESOLUTION NO. 168-052021: Amend the Table of Organization for Park View Health Center to Reduce One Full-Time Equivalent Certified Nursing Aide position and Add One Full-Time Hospitality Aide Position**

WHEREAS, the current Table of Organization for Park View Health Center includes 96.4 full-time equivalent Certified Nursing Aide positions and 16 full-time equivalent Hospitality Aide Positions; and

WHEREAS, there is a severe nationwide shortage of Certified Nursing Aides, thus making it very difficult to keep Park View Health Center adequately staffed, and also making it very important to make use of non-certified staff when possible in order to reduce reliance on Certified Nursing Aides and

WHEREAS, Park View Health Center has added two temporary Hospitality Aides in order to assist with additional infection control protocols during the COVID-19 pandemic, but under county policy those temporary positions will expire in mid-June 2021, while the need for additional help with those protocols remain; and

WHEREAS, replacing one full-time equivalent Certified Nursing Aide position with a full-time regular Hospitality Aid position will allow the facility to continue to adapt to required infection control requirements and change as they occur, with the ability to use the additional Hospitality Aide in resident care areas if and when the position becomes no longer needed for infection control procedures.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors, that the Table of Organization for Park View Health Center is hereby amended, effective immediately, by deleting one full-time equivalent Certified Nursing Aide position and by adding one full-time Hospitality Aide position.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 169-052021: Approve Values on In-Rem (Tax Deeded) Properties**

WHEREAS, Section 3.03(1)(a), of the General Code of Winnebago County requires that all tax deeded lands have their appraised values determined by the Winnebago County Personnel and Finance Committee and approved by the Winnebago County Board of Supervisors; and

WHEREAS, the parcel numbers, descriptions, and suggested appraised values of said tax deeded properties are as follows:

TOWN OF NEENAH  
Parcel No. 010-1497-01  
Vacant Lot on Harvard Dr, Neenah  
Suggested Appraised Value \$3,000.00

CITY OF OSHKOSH  
Parcel No. 907-0345  
Vacant lot on Central St, Oshkosh  
Suggested Appraised Value \$8,000.00

CITY OF NEENAH  
Parcel No. 806-1432  
1054 Apple Blossom Dr, Neenah  
Suggested Appraised Value \$155,000.00

and

WHEREAS, the appraised values of said properties as provided by the Treasurer have been approved by the Committee as is required by Section 3.03(1)(a) of the General Code of Winnebago County and are herewith submitted to the Winnebago County Board of Supervisors for approval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the appraised values of the parcels of property listed above, which were acquired by the Winnebago County Treasurer for tax delinquency pursuant to an *In-Rem* judgment.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 170-052021: Designate May as Asian American and Pacific Islanders Heritage Month**

WHEREAS, in 1977, Congress introduced a house resolution to proclaim the first 10 days of May as Asian Pacific Heritage Week, a celebration of Asians and Pacific Islanders in the United States; and

WHEREAS, in October 1978, President Jimmy Carter signed a resolution designating this week as an annual celebration, which we now know as Asian Pacific Heritage Week; and

WHEREAS, in 1990, May was chosen to commemorate the immigration of the first Japanese to the United States, and to mark the anniversary of the completion of the transcontinental railroad in which the majority of the workers who laid the tracks were Chinese immigrants; and

WHEREAS, understanding Asian and Pacific Islander history is an important part of celebrating Asian American and Pacific Islander Heritage Month; and

WHEREAS, Asian Americans and Pacific Islanders have endured and overcome hardship and heartache. In the earliest years, tens of thousands of Gold Rush pioneers, coal miners, transcontinental railroad builders, as well as farm and orchard laborers, were subject to unjust working conditions, prejudice, and discrimination; and

WHEREAS, even in the periods of the Exclusion Act and Japanese Internment, Asian Americans and Pacific Islanders have persevered, providing for their families and creating opportunities for their children; and

WHEREAS, we acknowledge the historical and cultural contributions of Asian Pacific Americans in the development of the State of Wisconsin; and

WHEREAS, the diversity of these groups includes Asian Indian, Bengali, Burmese, Cambodian, Chinese, Filipino, Guamanian, Hawaiian, Hmong, Indonesian, Japanese, Korean, Lao, Malayan, Okinawan, Pakistani, Samoan, Thai, Vietnamese, and others.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that beginning May 2021 and every May hereinafter as Asian American and Pacific Islander Heritage Month is declared with appropriate instructional activities to recognize the countless contributions that Asian Americans and Pacific Islanders have made to this nation.

Submitted by:

MIKE NORTON, Winnebago County Supervisor District 29

JULIE GORDON, Winnebago County Supervisor District 17

TOM SNIDER, Winnebago County Supervisor District 35

Motion by Supervisor Norton and seconded by Supervisor Lautenschlager to adopt. Motion for a friendly amendment to add "Islanders" to the title of the resolution was given. Supervisor Snider noted that his District should be 35, not 34. Vote on Resolution as Amended: CARRIED BY VOICE VOTE. NAYES: 1

**RESOLUTION NO. 171-052021: Authorize Execution of Airport Ground Lease Between Winnebago County and Ben Jacobs**

WHEREAS, Ben Jacobs, an existing tenant of Wittman Regional Airport, desires to enter into a new ground lease agreement at Wittman Regional Airport to construct a new aircraft storage hangar and associated improvements; and

WHEREAS, the cost of all improvements and maintenance thereof shall be borne by Ben Jacobs; and

WHEREAS, the initial term of said lease shall begin on June 1, 2021 and end on May 31, 2041, followed by two option terms of ten years each thereafter; and

WHEREAS, rent is established at \$819.20 annually during the first three years of the lease; and increased each subsequent three-year period by the increase in Consumer Price Index for all Urban Consumers (CPI-U) over the prior three-year period; and

WHEREAS, the Aviation Committee believes that said ground lease agreement is in the best interests of Winnebago County and has approved said lease.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a ground lease agreement with Ben Jacobs encompassing 5,120 square feet of bare aeronautical use land adjacent to Taxiway Hotel at Wittman Regional Airport pursuant to those terms as stated above. A complete copy of said ground lease is attached and incorporated herein by reference as a part of this Resolution.

Submitted by:

AVIATION COMMITTEE

Motion by Supervisor Gabert and seconded by Supervisor Ellis to adopt. A friendly amendment to Page 16 of the ground lease for this resolution to change the umbrella liability coverage verbiage to read as follows: "Umbrella Liability Policy – with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate." CARRIED BY VOICE VOTE.

**RESOLUTION NO. 172-052021: Execute Easement Agreement between Winnebago County and Northern Telephone & Data Corporation (NTD)**

WHEREAS, Northern Telephone & Data Corporation (NTD) desires an easement across and beneath Wittman Regional Airport property for the purpose of constructing, installing and maintaining a fiber optic line and appurtenant equipment; and

WHEREAS, the cost of installation, operation, repair, and maintenance of the fiber optic improvements will be borne solely by Northern Telephone & Data Corporation (NTD); and

WHEREAS, the Aviation Committee has reviewed the attached easement agreement and believes that its execution would be in the best interests of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement agreement



between Winnebago County and Northern Telephone & Data Corporation (NTD) for the purpose of providing ingress and egress to, installation and maintenance of, a fiber optic line beneath Wittman Regional Airport property.

Submitted by:  
AVIATION COMMITTEE

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

Motion by Supervisor Albrecht and seconded by Supervisor Binder to adjourn until the June 15, 2021 meeting at 6:00 p.m. The meeting was adjourned at 7:25 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 May 18, 2021.

Julie A. Barthels  
Winnebago County Deputy Clerk



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

**TO:** Members of the Winnebago County Board  
**FROM:** Jon Doemel  
**DATE:** June 15, 2021  
**SUBJECT:** Appointment to the **PACE WI COMMISSION**

Subject to your approval, I am hereby making the following appointment to the **PACE WI COMMISSION**.

**JON DOEMEL**  
**WINNEBAGO COUNTY EXECUTIVE**

Thank you in advance for your favorable consideration of this appointment.

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

JD/jpf  
CC: County Clerk  
Pace WI Commission



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Re-appointment to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Subject to your approval, I am hereby making the following re-appointment to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

**Jose Martinez**  
**UMOS**  
**2701 South Chase Avenue**  
**Milwaukee, WI. 53207**

This is a three (3) year term which will expire June 30, 2024.

Thank you in advance for your favorable consideration of this appointment.



Jon Doemel, County Executive

JD/jpf  
CC: County Clerk  
Fox Valley Workforce Development Board, Inc.



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Re-appointment to the **AGING AND DISABILITY RESOURCE CENTER COMMITTEE.**

Subject to your approval, I am hereby making the following re-appointment to the **AGING AND DISABILITY RESOURCE CENTER COMMITTEE.**

**Kathryn Pfaendtner**  
**5710 St. Ives Road**  
**Oshkosh, WI. 54904**

This term will expire on August 31, 2023.

Thank you in advance for your favorable consideration of this appointment.

A handwritten signature in black ink, appearing to be 'JD', is written over a horizontal line.

Jon Doemel, County Executive

MLH/jpf  
CC: County Clerk  
Aging and Disability Resource Center Committee



## Winnebago County

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Appointment to the **LOCAL EMERGENCY PLANNING COMMISSION**

Subject to your approval, I am hereby making the following appointment to the **LOCAL EMERGENCY PLANNING COMMISSION**.

**Sean Prust**  
**Hydrite**  
**191 W. 28<sup>th</sup> Ave.**  
**Oshkosh, WI. 54902**

Mr. Prust will complete the term of Jerrod Phipps which will expire December 31, 2023.

Thank you in advance for your favorable consideration of this appointment.



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

MLH/jpf  
CC: County Clerk  
Local Emergency Planning Commission



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**

I am hereby making the following appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**.

**Jerry Bougie**  
**Director of Planning & Zoning**  
**Winnebago County**  
**112 Otter Avenue**  
**Oshkosh, WI. 54903**  
**920-232-3309**

Mr. Bougie will be acting as a permanent alternate on behalf of Winnebago County Executive Jon Doemel.

Thank you in advance for your favorable consideration of this appointment.



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

MLH/jpf  
CC: County Clerk  
East Central Wisconsin Regional Planning Commission





## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Appointment to the **WINNEBAGO COUNTY LAND RECORDS COUNCIL**

Subject to your approval, I am hereby making the following appointment to the **WINNEBAGO COUNTY LAND RECORDS COUNCIL**.

**Eric Rasmussen**  
**Director of Emergency Management**  
**4311 Jackson Blvd.**  
**Oshkosh, WI. 54903**  
**920-236-7463**

Mr. Rasmussen will replace Linda Kollmann, who has retired. This term will expire May 31, 2023.

Thank you in advance for your favorable consideration of this appointment.



Jon Doemel, County Executive

MLH/jpf  
CC: County Clerk  
Winnebago County Land Records Council



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Jon Doemel

**DATE:** June 15, 2021

**SUBJECT:** Re-appointments to the **SOLID WASTE MANAGEMENT BOARD**

Subject to your approval, I am hereby making the following re-appointments to the **SOLID WASTE MANAGEMENT BOARD**.

**Patrick O'Brien**  
1403 West Creek Lane  
Neenah, WI. 54956

**Paul Eisen**  
1807 Brighton Beach Road  
Menasha, WI. 54952

These are three (3) year terms which will expire on April 16, 2024.

Thank you in advance for your favorable consideration of these appointments.



Jon Doemel, County Executive

MLH/jpf  
CC: County Clerk  
Solid Waste Management Board





## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

**TO:** Members of the Winnebago County Board

**FROM:** Mark L. Harris

**DATE:** June 15, 2021

**SUBJECT:** Re-appointments to the **AFFIRMATIVE ACTION COMMISSION**

Subject to your approval, I am hereby making the following re-appointments to the **AFFIRMATIVE ACTION COMMISSION**.

**Joaquin Lira**  
Winnebago Cty. Human Services Dept.  
220 Washington Avenue  
Oshkosh, WI. 54903

**Rachel Youngquist**  
1333 Lori Drive  
Neenah, WI. 54956

**Linda Mingus**  
304 High Avenue  
Oshkosh, WI. 54901

**David Albrecht**  
2356 Hamilton St.  
Oshkosh, WI. 54901

These are three (3) year terms which will expire on April 16, 2024

Thank you in advance for your favorable consideration of these appointments.

A handwritten signature in black ink, appearing to read 'Jon Doemel', written over a horizontal line.

Jon Doemel, County Executive

MLH/jpf  
CC: County Clerk  
Affirmative Action Commission

June 15, 2021

Report No: 001

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Annexation filed with the Winnebago County Zoning Office by:

City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro for various owners (see attached), and

WHEREAS, a Planning Meeting was held on June 4, 2021, pursuant to meeting agenda notice as provided by as on the following:

**PROPERTY INFORMATION:**

*Owner(s) of Property:* multiple (see attached)

*Location of Premises Affected:* multiple (see attached)

*Legal Description:* multiple (see attached)

WHEREAS,

Applicant is requesting Annexation to the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro,

And

WHEREAS, we received notification from the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro approving ordinance multiple (see attached) for attachment referenced above,

And

WHEREAS, said ordinance is recorded in the Winnebago County Register of Deeds Office as document number multiple (see attached),

And

WHEREAS, said ordinance must be approved by the Winnebago County Board of Supervisors to effectuate the amendment to the official Town / County Zoning Map – Winnebago County, Wisconsin,

And

WHEREAS, the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro adopted said annexation of the subject property on multiple (see attached),

And

WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following finding:

- 1) Subject properties have been annexed to the City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro as noted in document number multiple (see attached) recorded in the Winnebago County Register of Deeds Office.

*Findings were made in consideration of Section 23.7-24.*

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 # 06/01/21**

The Winnebago County Board of Supervisors do ordain the Annexation # multiple (see attached) as follows:

multiple (see attached)

FROM: Towns of Algoma, Clayton, Neenah, Omro, Vinland and Winneconne

TO: City of Oshkosh, Village of Winneconne, City of Neenah, Village of Fox Crossing, and the City of Omro

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

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

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

County Board Supervisory district 7, 24, 29, 30, 31, 32, 33, 35

Document	From Town of	To City/ Village of	Owner	Ordinance #
1611000	Algoma	Oshkosh	Gallmann	12-388
1745073	Winneconne	Winneconne	Richard Allen et al	9-4-6
1750892	Clayton	Fox Crossing	Prince	170925-1:ORD
1761885	Algoma	Oshkosh	Town of Algoma – Zone B	17-522
1767876	Algoma	Oshkosh	Wilson	13-100
1780486	Omro	Omro	Brian White	180918-C#483
1782107	Vinland	Neenah	Integrity Construction LLC	2018-18
1784942	Neenah	Neenah	Richard & Susan Larson	2019-01
1784943	Neenah	Neenah	Betty Brazil	2019-03
1785172	Neenah	Neenah	Loren's Auto Body	2019-04

2-B

**ORDINANCE**

Document Number

Document Title

**9-4-6**



8 3 6 1 8 3 3

Tx:4263708

**1745073**

**REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON  
07/26/2017 8:23 AM**

**NATALIE STROHMEYER  
REGISTER OF DEEDS**

**RECORDING FEE 30.00**

Recording Area

**PAGES: 7**

Name and Return Address

Village of Winneconne  
P.O. Box 488  
Winneconne, WI 54986-0488

*Annexed: 030-0229 (part)*

**030-0229-00-00**

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

c-1

ORDINANCE 9-4-6

ORDINANCE EXTENDING AND INCREASING THE VILLAGE LIMITS OF THE VILLAGE OF WINNECONNE, COUNTY OF WINNEBAGO, STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SEC. 66.0217(2), WIS. STATS., BY ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE VILLAGE OF WINNECONNE

WHEREAS, Richard Allen and Barbara Allen have filed a written petition with the Village of Winneconne, Winnebago County, Wisconsin (the "Village of Winneconne") requesting that certain property owned by them (the "Property") be annexed to the Village of Winneconne pursuant to Section 66.0217(2) of the Wisconsin Statutes; and

WHEREAS, the Allen's have accompanied their Petition for annexation with a scale map and legal description of the Property showing the boundaries of the Property and the relation of the Property to the Village of Winneconne; and

WHEREAS, a copy of the Petition for Annexation of the Property was also filed with the Clerk of the Town of Winneconne, the Town in which the Property is currently located, as required by Section 66.0217(2) of the Wisconsin Statutes; and

WHEREAS, a copy of the Petition for Annexation and the scale map and legal description of the Property were mailed to the State of Wisconsin Department of Administration within five (5) days of the filing of the Petition for Annexation; and

WHEREAS, more than twenty (20) days have passed since the Petition for Annexation and the scale map and legal description of the Property were received by the Department of Administration; and

WHEREAS, the Department of Administration has mailed a notice to the Clerk of the Town of Winneconne and the Clerk of the Village of Winneconne that in its opinion the annexation of the Property is in the public interest;

NOW, THEREFORE, the Village Board of the Village of Winneconne does hereby ordain as follows:

Section One

That Richard Allen and Barbara Allen are the only owners of the Property, which is legally described as follows:

Part of lands described in Document No. 1603787, being part of the Northeast 1/4 of the Southeast 1/4, in Section 17, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

Tax Parcel No. 030-0229

*See "Exhibit A"*

Section Ten


That the Village Clerk shall immediately file with the Secretary of State of the State of Wisconsin a certified copy of this Ordinance, Certificate and plat and shall send one copy to each company that provides any utility service in the area that is annexed.

Section Eleven

That the Village Clerk shall file a copy of this Ordinance with the Clerk of any affected school district.

Acknowledge as passed by the Village Board of the Village of Winneconne on the 18 day of July, 2017.

APPROVED

  
John Rogers, Village President

ATTEST:

  
Jacquin Stelzner, Village Clerk

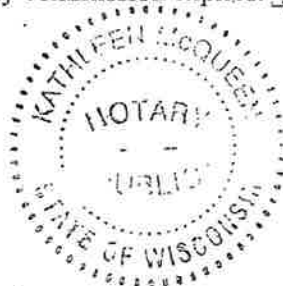
ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
  )SS  
WINNEBAGO COUNTY    )

Personally came before me this 18 day of July, 2017, the above named John Rogers, President and Jacquin Stelzner, Village Clerk of the Village of Winneconne, Winnebago County, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



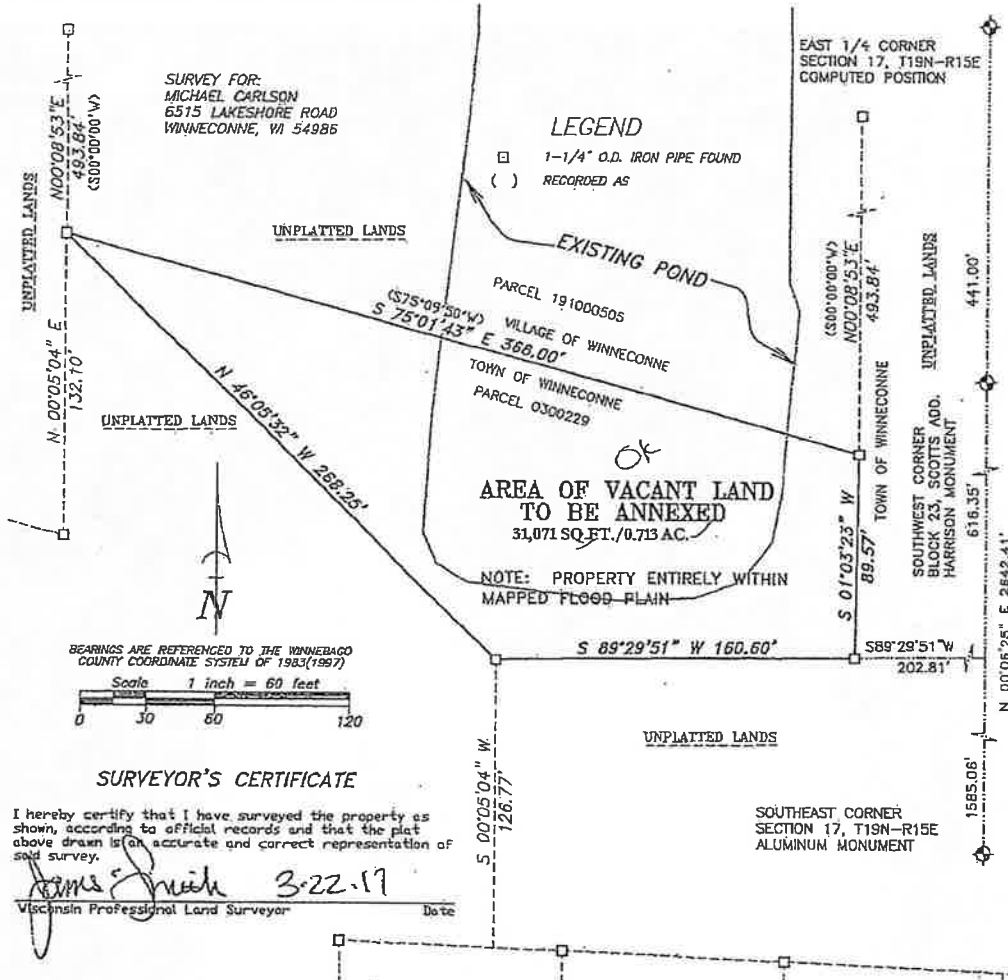
Notary Public, State of Wisconsin  
My commission expires: 9/6/2019



This document was drafted by:  
Attorney Emily Z. Dunham  
Reff, Baivier, Bermingham & Lim, S.C.  
217 Ceape Avenue, P.O. Box 1190  
Oshkosh, WI 54903-1190  
(920) 231-8380

# PLAT OF SURVEY

PART OF LANDS DESCRIBED IN DOCUMENT 1603787, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, IN SECTION 17, TOWNSHIP 19 NORTH, RANGE 15 EAST, TOWN OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN.



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. 0-0954-002

FILE 0954002POS.DWG

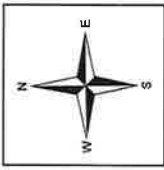
THIS INSTRUMENT WAS DRAFTED BY: DSI



**Request to Remove Attached/  
Annexed Area from Town/County  
Zoning Map**

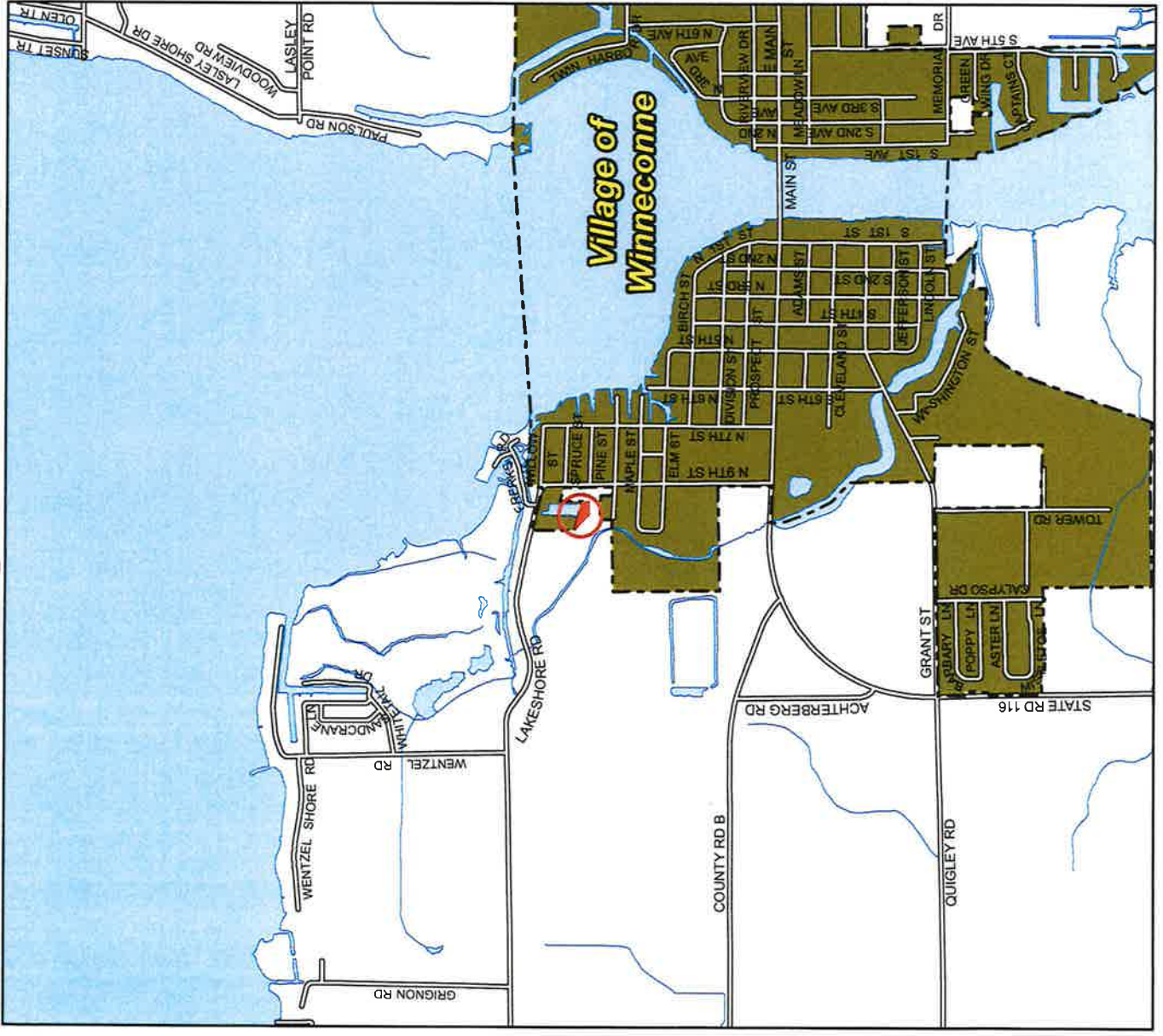
Village of Winneconne  
Ordinance No. 9-4-6

Subject Parcel(s):  
0300229 (Part)

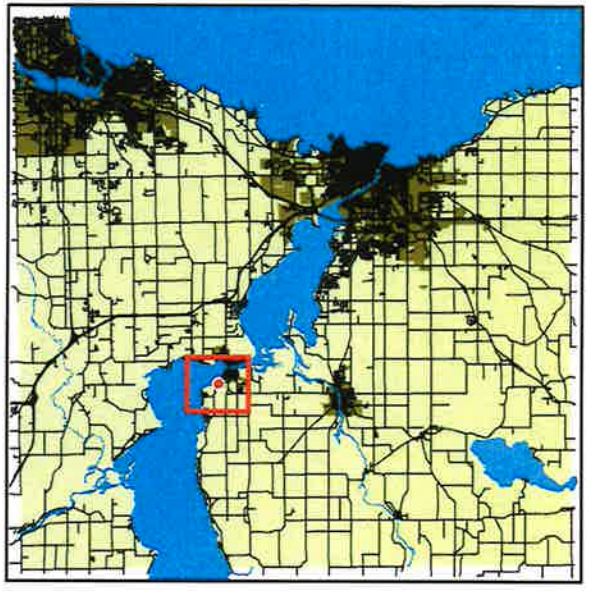


Winnebago County  
WINGS Project

○ = SITE



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY



8 0 3 7 4 7 9  
Tx:4025851

**1611000**

**REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON**

**08/06/2012 09:09 AM**

**JULIE PAGEL  
REGISTER OF DEEDS**

**RECORDING FEE 30.00**

Document Number	GALLMANN DELAYED VOLUNTARY ATTACHMENT
-----------------	--



City Hall  
City Clerk's Office  
215 Church Ave  
shkosh WI 54903

August 1, 2012

Winnebago County Courthouse  
Register of Deeds  
Julie Pagel  
PO Box 2808  
Oshkosh WI 54903-2808

**Name and Return Address**

City Hall  
City Clerk's Office  
Attn: Pamela Ubrig  
PO Box 1130  
Oshkosh WI 54903-1130

*Charge*

Dear Ms. Pagel:

We are herewith enclosing a copy of the Certified Ordinance with an attached plat showing the **GALLMANN DELAYED VOLUNTARY ATTACHMENT** to the City of Oshkosh, which became effective July 24, 2012.

*→ delayed 5 years*

Sincerely,

Pamela R. Ubrig  
City of Oshkosh, City Clerk  
Winnebago County, Wisconsin

Enclosures

Drafted by : Darryn Burich, Community Development

*Attached:*

**002-0343-09 (all)**

JULY 10, 2012  
FIRST READING

JULY 24, 2012  
SECOND READING

12-360

12-388

ORDINANCE  
CONT'D

Known As 1555 S. Oakwood Road, A Part Of The Southeast ¼ Of The Northeast ¼ Of Section 29, Town 18 North, Range 16 East, Town Of Algoma, Winnebago County, Wisconsin, Described As Follows: Commencing At The East ¼ Corner Of Said Section 29; Thence North 00°25'40" West, 111.70 Feet Along The East Line Of Said Section 29; Thence North 89°43'03" West, 33.00 Feet To A Point On The West Right-Of-Way Line Of S. Oakwood Road, Also The True Point Of Beginning; Thence Continuing North 89°43'03" West, 851.35 Feet To A Point On The Easterly Line Of The First Addition To Westleigh Farms Subdivision; Thence North 38°14'38" East, 139.48 Feet Along Said Easterly Line Of The 1<sup>st</sup> Addition To Westleigh Farms Subdivision; Thence South 89°43'03" East, 764.20 Feet To A Point On The West Right-Of-Way Line Of S. Oakwood Road; Thence South 00°25'40" East, 110.00 Feet Along Said Right-Of-Way Line To The Point Of Beginning. Said Parcel Contains Approximately 88,845 Square Feet Or 2.0396 Acres, More Or Less.

SECTION 2. Sections 1-28 and 1-29 of the Oshkosh Municipal Code pertaining to Boundaries, Wards, Polls, Benchmarks are hereby amended so as to reflect the provisions of this Ordinance and the proper City officials are hereby authorized and directed to make such changes.

SECTION 3. The proper City officials are hereby authorized and directed to comply with the following requirements of Section 66.0217(9)(a) and 66.0307(10) of the Wisconsin Statutes and the City Clerk shall give written notice to the Secretary of State.

SECTION 4. Said property hereinabove described is hereby temporarily zoned as follows: R-1 Single Family Residence.

SECTION 5. This Ordinance shall be in full force and effect 5 years from the Sunday after its passage and publication or in accordance with the approved Cooperative Plan between the Town of Algoma and the City of Oshkosh.

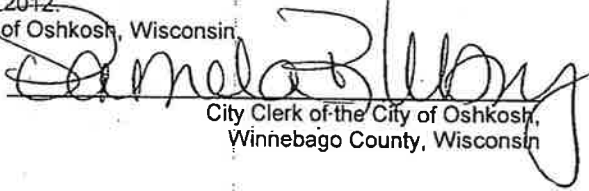
SECTION 6. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #12-388 APPROVE DELAYED ATTACHMENT REQUEST TO ATTACH TO THE CITY OF OSHKOSH FROM TOWN OF ALGOMA / GALLMANN DELAYED VOLUNARY ATTACHMENT, 1555 SOUTH OAKWOOD ROAD on July 24, 2012. The full text of the Ordinance may be obtained at the Office of the City Clerk, 215 Church Ave. and on the City's website at [www.ci.oshkosh.wi.us](http://www.ci.oshkosh.wi.us). Clerk's phone: (920) 236-5011.

STATE OF WISCONSIN )  
COUNTY OF WINNEBAGO ) SS  
CITY OF OSHKOSH )

I, PAMELA R. UBRIG, City Clerk for the City of Oshkosh, Winnebago County, Wisconsin, do hereby certify that the foregoing ordinance is a true and correct copy of the original on file in my office, adopted by the Common Council of the City of Oshkosh, Wisconsin at the meeting held on July 24, 2012.

Witness my hand and the Corporation seal of the City of Oshkosh, Wisconsin

DATED: August 1, 2012

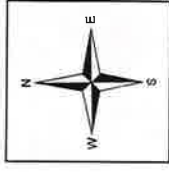
  
City Clerk of the City of Oshkosh,  
Winnebago County, Wisconsin



# Request to Remove Attached/Annexed Area from Town/County Zoning Map

City of Oshkosh  
Ordinance No. 12-388

Subject Parcel(s):  
002034309



Winnebago County  
WINGS Project

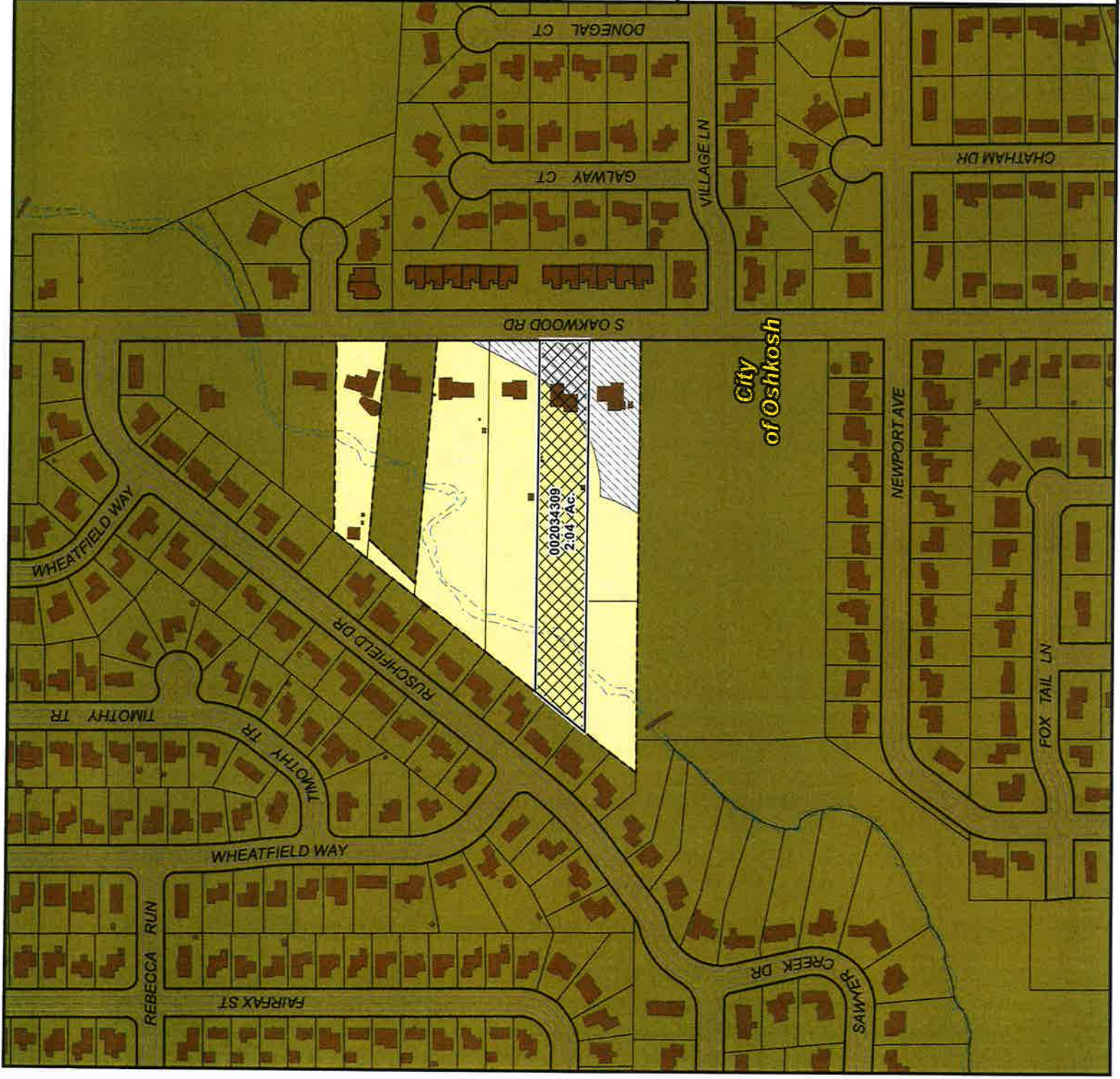
Scale  
1 inch : 300 feet

## County Zoning Districts

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

City of Oshkosh Extraterritorial Zoning Jurisdiction

Incorporated Area





8 3 7 7 8 0 4  
Tx:4274949

**1750892**

**REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON  
10/04/2017 8:44 AM**

**NATALIE STROHMEYER  
REGISTER OF DEEDS**

**RECORDING FEE 30.00  
PAGES: 7**

Document Number

Ordinance Attaching Certain Lands from  
the Town of Clayton, Winnebago  
County, to the Village of Fox Crossing,  
Winnebago County, Wisconsin – **Prince  
Annexation**

Recording Area

Name and Return Address

Karen Backman, Village Clerk  
Village of Fox Crossing  
2000 Municipal Drive  
Neenah, WI 54956

*Change*

Parcel Identification Number (PIN)

*Drafted by: David Schmalz of McMahon Associates*

*7c*

RES#170925-1:ORD *First Reading, Second Reading & Adoption*

**AN ORDINANCE ATTACHING CERTAIN LANDS FROM THE TOWN OF CLAYTON, WINNEBAGO COUNTY TO THE VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN – PRINCE ANNEXATION**

*The Village Board of the Village of Fox Crossing does ordain as follows:*

**PART I. Territory Attached.** In accordance with the Petition for Direct Annexation By Property Owners of at Least One-half Approval filed with the Village Clerk on or about the 28<sup>th</sup> day of August, 2017, which Petition was signed by property owners of at least one-half of all of the real property within the territory proposed to be attached; now, therefore, the territory described in Exhibit A, and shown in a scale map of the subject territory, Exhibit B, is hereby attached to the Village of Fox Crossing, Winnebago County, Wisconsin, and is detached from the Town of Clayton, Winnebago County, Wisconsin.

**PART II. Effect of Annexation.** From and after the date of the adoption of this Ordinance, as required by law, the territory described in Exhibit A shall be a part of the Village of Fox Crossing for any and all purposes provided by law and all persons coming and residing within such territories shall be subject to all ordinances, rules and regulations governing the Village of Fox Crossing.

**PART III. Required Filings.** The Village Clerk shall file immediately with the Secretary of Administration a certified copy of the Ordinance, with a copy of the legal description and map, and the Village Clerk shall send one copy to each company that provides any utility service in the area that is attached. The Village Clerk shall also record the Ordinance with the Register of Deeds and file a signed copy of the Ordinance with the Clerk of any affected school district. The Clerk's certificate shall include reference to the population of the territory being attached as set forth in the Petition, which population is zero (0) persons.

**PART IV. Municipal Boundary Review.** The Petition for Direct Annexation was found to be in the public interest by Wisconsin Department of Administration, Division of Intergovernmental Relations/Municipal Boundary Review, under **MBR number: 14049**.

**PART V. Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such unconstitutionality shall not affect the other provisions or obligations of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

**PART VI. Effective Date.** This Ordinance shall be effective upon passage as required by law.

Date Introduced: September 25, 2017

Date Adopted: September 25, 2017

EXHIBIT A

Annexation Description 1 -Town of Clayton to Village of Fox Crossing

A part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and a part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 1, Township 20 North, Range 16 East, and all of Dedicated Prince Road, Lot 1 and part of Lot 2 of Certified Survey Map No. 7176, as recorded in the Winnebago County Register of Deeds in Volume 1 Page 7176 as Document No. 1730502 and a part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 12, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin containing 72.819 acres of land and described as:

Beginning at the North  $\frac{1}{4}$  Corner of said Section 12;

Thence  $N00^{\circ}27'26''W$ , 40.00 feet along the West line of the Southeast  $\frac{1}{4}$  of said Section 1, to the North Right-of-Way of East Shady Lane;

Thence  $N89^{\circ}04'46''E$ , 255.68 feet along said Right-of-Way;

Thence  $S00^{\circ}55'14''E$ , 7.00 feet along said Right-of-Way;

Thence  $N89^{\circ}04'46''E$ , 417.00 feet along said Right-of-Way;

Thence  $N00^{\circ}55'14''W$ , 7.00 feet along said Right-of-Way;

Thence  $N89^{\circ}04'46''E$ , 326.37 feet along said Right-of-Way;

Thence  $N88^{\circ}21'15''E$ , 158.01 feet along said Right-of-Way;

Thence  $N88^{\circ}30'23''E$ , 100.01 feet along said Right-of-Way;

Thence  $N89^{\circ}04'46''E$ , 94.67 feet along said Right-of-Way to the Northerly extension of the East line of said Lot 1;

Thence  $S00^{\circ}31'01''E$ , 573.00 feet along said East line, to the Southwest corner of Lot 1 of Certified Survey Map No. 5285, as recorded in the Winnebago County Register of Deeds in Volume 1 Page 5285 as Document No. 1261238;

Thence  $N89^{\circ}04'46''E$ , 552.96 feet along the South line of Lot 1 of said Certified Survey Map No. 5285, to the Southeast corner thereof;

Thence  $N00^{\circ}08'22''E$ , 575.08 feet along the east line of said Lot 1 and its Northerly extension, to the said North Right-of-Way of East Shady Lane;

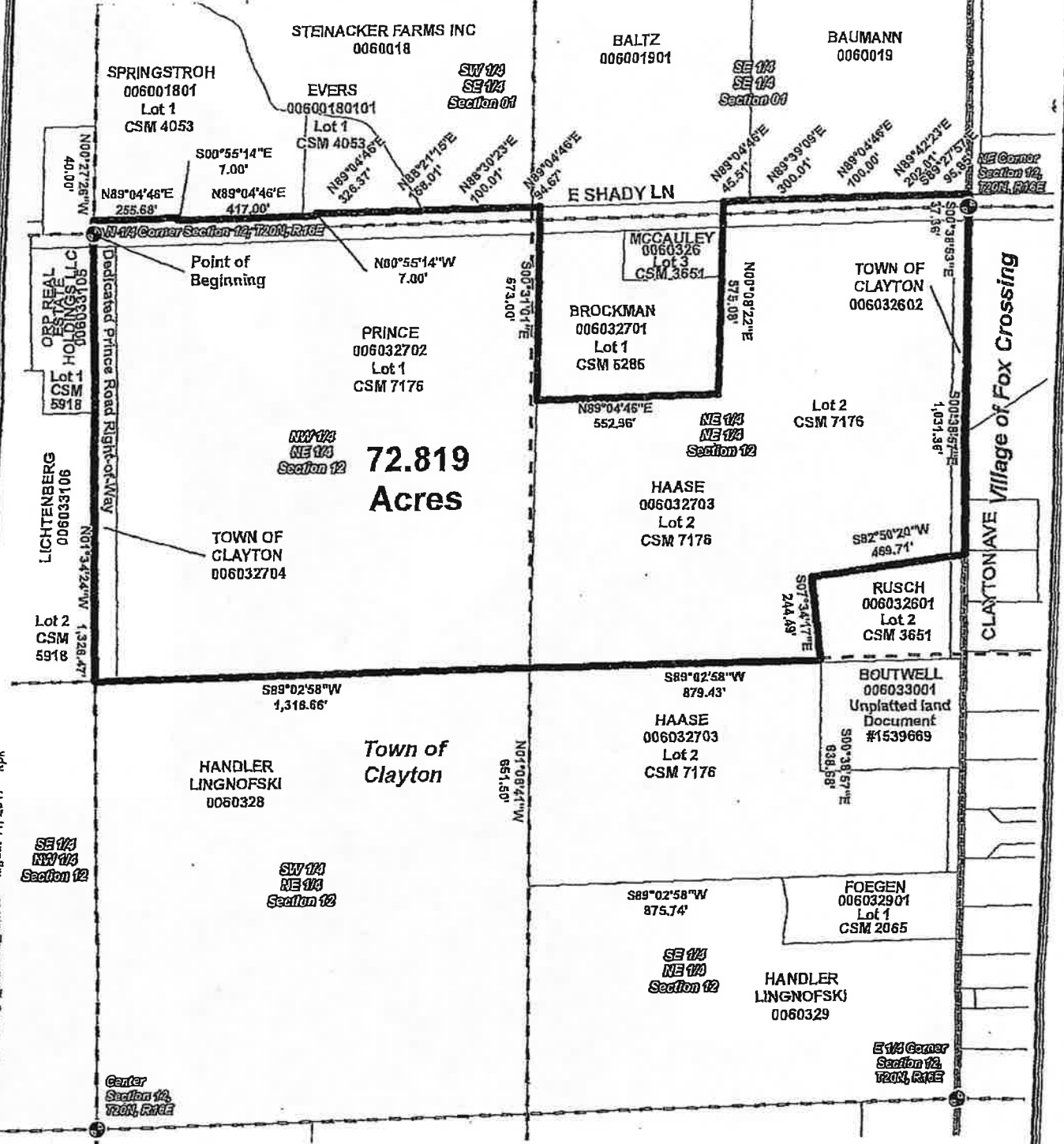
Thence  $N89^{\circ}04'46''E$ , 45.51 feet along said Right-of-Way;

Thence  $N89^{\circ}39'09''E$ , 300.01 feet along said Right-of-Way;

Thence  $N89^{\circ}04'46''E$ , 100.00 feet along said Right-of-Way;



Exhibit B

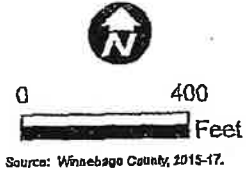


**72.819 Acres**

**Town of Clayton**

**Village of Fox Crossing**

- Mapped Features**
- Annexation Boundary (72.819 Acres)
  - Municipal Boundary
  - Quarter-Quarter Section Line
  - Parcel Line
  - Point of Beginning
  - Section Corner



Source: Winnebago County, 2015-17.

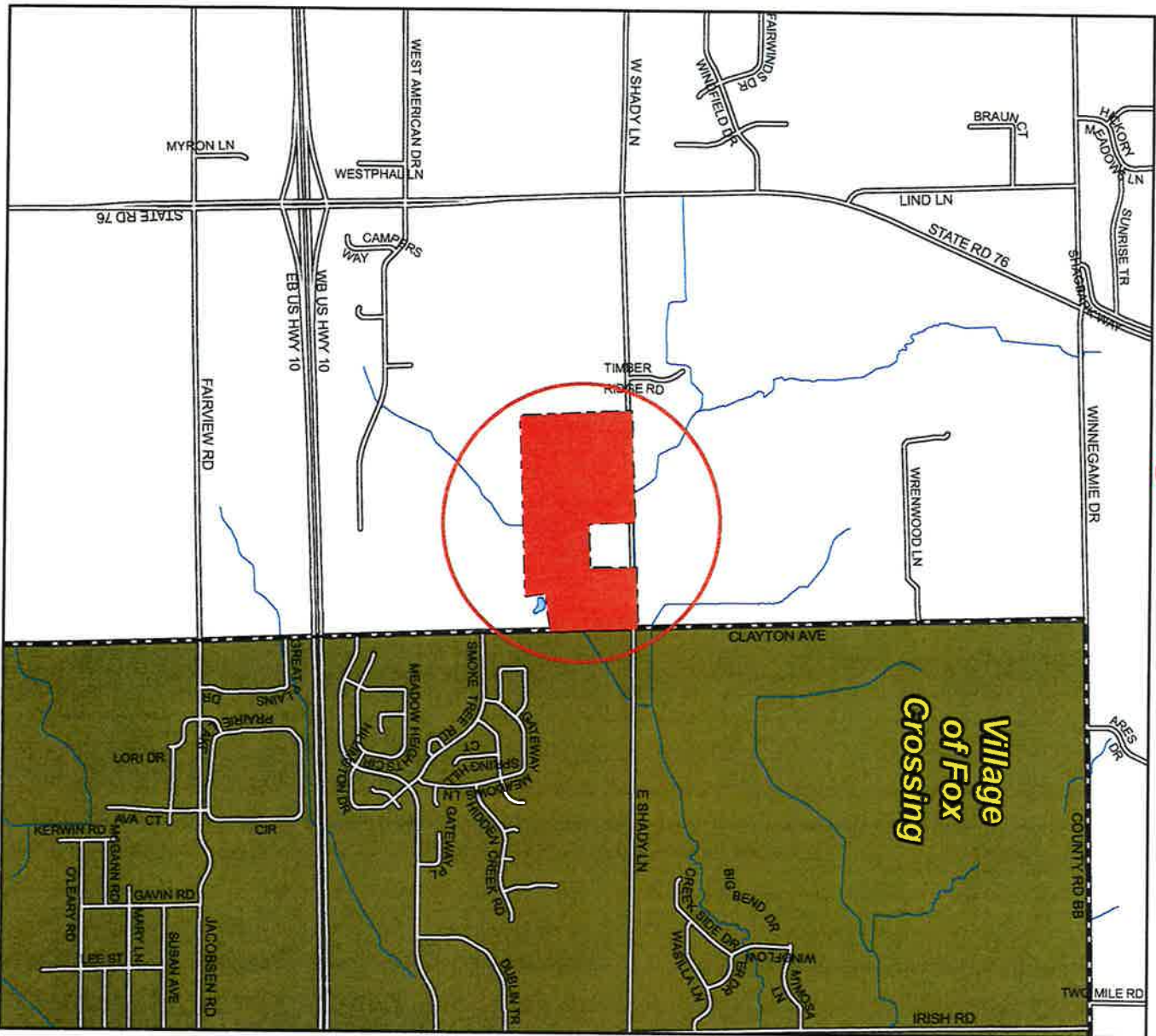
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

**FIGURE 1**  
**72.819 ACRE**  
**ANNEXATION 1**  
**VILLAGE OF FOX CROSSING**  
**WINNEBAGO COUNTY, WISCONSIN**

W:\PROJECTS\1007\10084900\CADD\GIS\Annexation\_Bearings\_WinnCo\_A.mxd August 11, 2017 kpk



○ = SITE

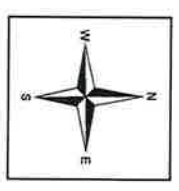


1 inch : 2,000 feet

**Request to Remove Attached/  
Annexed Area from Town/County  
Zoning Map**

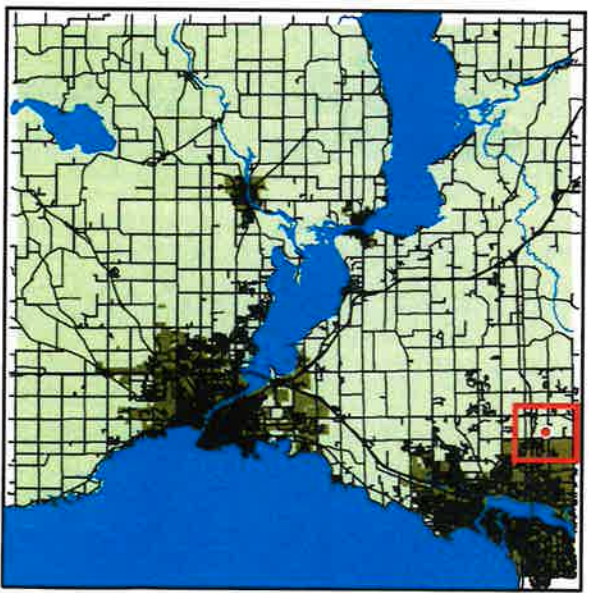
**Village of Fox Crossing  
Prince Annexation**

- Subject Parcel(s):
- 006032702
  - 006032704
  - 006032703 (Part)
  - 006032602 (Part)



*Winnebago County  
WINGS Project*

● = SITE



WINNEBAGO COUNTY

C-36



8 4 0 6 9 4 9  
Tx: 4297661

<p>17-522 Document Number</p>	<p>ORDINANCE - TOWN OF ALGOMA ZONE B ATTACHMENT (Areas 1 - 21) Document Title</p>
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**DOC# 1761885**  
**NATALIE STROHMEYER**  
**REGISTER OF DEEDS**  
**WINNEBAGO COUNTY, WI**  
**RECORDED ON:**  
**03/14/2018 02:56 PM**  
**RECORDING FEE:**  
**PAGES: 36**



City Hall  
City Clerk's Office  
215 Church Ave  
Oshkosh WI 54903

March 1, 2018

Winnebago County  
Register of Deeds  
Natalie Strohmeyer  
PO Box 2808  
Oshkosh WI 54903-2808

**Name and Return Address**  
City Hall  
City Clerk's Office  
Attn: Pamela Ubrig  
PO Box 1130  
Oshkosh WI 54903-1130 *charge*

Dear Ms. Strohmeyer,

I am enclosing a certified ordinance with attached property descriptions and maps showing the COOPERATIVE PLAN - TOWN OF ALGOMA ZONE B ATTACHMENT (Areas 1 -21) to the City of Oshkosh, which Council approved on October 24, 2017 with an effective date of March 1, 2018.

Sincerely,

*Pamela Ubrig*

Pamela R. Ubrig  
City Clerk  
City of Oshkosh  
Winnebago County, Wisconsin

Enclosures  
Drafted by: Darryn Burich, Community Development

C-36

OCTOBER 10, 2017      OCTOBER 24, 2017  
FIRST READING      SECOND READING  
CONT'D

17-495    17-522

ORDINANCE

Attachment Area #7: 16<sup>th</sup> Ward  
Attachment Area #8: 16<sup>th</sup> Ward  
Attachment Area #9: 16<sup>th</sup> Ward  
Attachment Area #10: 6<sup>th</sup> Ward  
Attachment Area #11: 6<sup>th</sup> Ward  
Attachment Area #12: 6<sup>th</sup> Ward  
Attachment Area #13: 13<sup>th</sup> Ward  
Attachment Area #14: 13<sup>th</sup> Ward  
Attachment Area #15: 13<sup>th</sup> Ward  
Attachment Area #16: 13<sup>th</sup> Ward  
Attachment Area #17: 13<sup>th</sup> Ward  
Attachment Area #18: 13<sup>th</sup> Ward  
Attachment Area #19: 13<sup>th</sup> Ward  
Attachment Area #20: 16<sup>th</sup> Ward  
Attachment Area #21: 16<sup>th</sup> Ward

SECTION 2. Sections 1-28 and 1-29 of the Oshkosh Municipal Code pertaining to Boundaries, Wards, Polls, Benchmarks are hereby amended so as to reflect the provisions of this Ordinance and the proper City officials are hereby authorized and directed to make such changes.

SECTION 3. The proper City officials are hereby authorized and directed to comply with the following requirements of Section 66.0217(9)(a) and 66.0307(10) of the Wisconsin Statutes and the City Clerk shall give written notice to the Secretary of State.

SECTION 4. Said properties are hereby zoned as follows, per the attached "Exhibit B" zoning map:

Attachment Area #1: SMU Suburban Mixed Use  
Attachment Area #2: SMU Suburban Mixed Use  
Attachment Area #3: DR-6 Duplex Residential 6 and SMU Suburban Mixed Use  
Attachment Area #4: SMU Suburban Mixed Use  
Attachment Area #5: SMU Suburban Mixed Use  
Attachment Area #6: DR-6PD Duplex Residential 6 Planned Development and MR-12-PD Multi Family Residential 12 Planned Development  
Attachment Area #7: DR-6PD Duplex Residential 6 Planned Development  
Attachment Area #8: I Institutional  
Attachment Area #9: I Institutional

EXHIBIT A

ALGOMA ZONE B ATTACHMENT AREA #1

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE EAST ¼ CORNER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST; THENCE S89°08'09"W, 590.92 FEET, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16 TO THE POINT OF BEGINNING; THENCE S01°14'50"E, 212.62 FEET TO A POINT OF THE FORMER RIGHT-OF-WAY LINE OF N WASHBURN STREET; THENCE S84°25'45"W, 96.50 FEET ALONG SAID FORMER NORTH RIGHT-OF-WAY LINE; THENCE 174.93 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 113.24 FEET AND A CHORD THAT BEARS N51°19'11"W, 158.05 FEET; THENCE N36°17'44"E, 46.62 FEET; THENCE N05°21'06"W, 42.88 FEET TO A POINT ON THE FORMER CENTERLINE OF STATE HIGHWAY 21 PER STATE PROJECT NUMBER 6184-2-72; THENCE 307.47 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2,864.79 FEET AND A CHORD THAT BEARS S81°34'25"W, 307.32 FEET; THENCE N01°14'50"W, 80.45 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16; THENCE N89°08'09"E, 497.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SAID AREA CONTAINS 59,796 SQUARE FEET OR 1.373 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #2

PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE CENTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST; THENCE N89°08'09"E, 815.20 FEET, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°08'09"E, 275.00 FEET ALONG SAID NORTH LINE; THENCE S00°59'01"E, 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OMRO ROAD; THENCE S89°08'09"W, 275.00 FEET ALONG SAID SOUTH LINE; THENCE N00°59'01"W, 33.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 9,075 SQUARE FEET OR 0.208 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #3

ALL OF CERTIFIED SURVEY MAP NUMBER 480 RECORDED IN VOLUME 1, PAGE 480, DOCUMENT NUMBER 526158, WINNEBAGO COUNTY REGISTER OF DEEDS, LOTS 1 AND 2 AND OUTLOT 1 OF KARLEN PLAT AND PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST; THENCE N89°14'56"E, 299.36 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16; THENCE S01°36'37"E, 166.55 FEET ALONG AN EXTENDED WEST LINE AND WEST LINE OF CERTIFIED SURVEY MAP NUMBER 4082 RECORDED IN VOLUME 1, PAGE 4082, DOCUMENT NUMBER 1029188,

FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16; THENCE N01°15'09"W, 167.49 FEET ALONG SAID WEST LINE; THENCE N89°13'00"E, 1,117.97 FEET; THENCE S01°30'50"E, 69.90 FEET; THENCE S89°13'00"W, 230.00 FEET; THENCE S01°30'50"E, 97.60 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 164,862 SQUARE FEET OR 3.785 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #6

PART OF WESTOWNE HEIGHTS CONDOMINIUM XV, PART OF THE HOMES OF WESTOWNE HEIGHTS CONDOMINIUM III, PART OF N. WASHBURN STREET, PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, AND PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, ALL LOCATED IN THE SOUTHEAST ¼ OF SECTION 16 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 21, TOWNSHIP 18 NORTH, RANGE 16 EAST; THENCE S89°39'21"W, 52.35 FEET ALONG THE NORTH LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING; THENCE CONTINUING 89°39'21"W, 184.40 FEET ALONG SAID NORTH LINE TO THE START OF A MEANDER LINE RUNNING ALONG THE WESTERLY SIDE OF SAWYER CREEK; THENCE S43°08'41"W, 203.60 FEET ALONG SAID MEANDER LINE; THENCE S65°15'30"W, 87.87 FEET ALONG SAID MEANDER LINE; THENCE S10°11'54"W, 103.21 FEET ALONG SAID MEANDER LINE; THENCE S46°57'52"W, 53.17 FEET ALONG SAID MEANDER LINE; THENCE S68°13'06"W, 231.10 FEET ALONG SAID MEANDER LINE TO A POINT ON THE NORTH LINE OF CERTIFIED SURVEY MAP NUMBER 5678 RECORDED AS DOCUMENT 1345057 IN VOLUME 1, PAGE 5678, WINNEBAGO COUNTY REGISTER OF DEEDS, ALSO BEING THE END OF SAID MEANDER LINE; THENCE S89°39'21"W, 635.75 FEET ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 21; THENCE N00°07'13"W, 406.00 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 16; THENCE S89°39'21"W, 355.71 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ TO THE SOUTHWEST CORNER OF SAID WESTOWNE HEIGHTS CONDOMINIUM XV; THENCE N00°20'39"W, 25.00 FEET ALONG THE WEST LINE OF SAID CONDOMINIUM; THENCE N89°39'21"E, 330.47 FEET; THENCE N00°54'13"W, 855.51 FEET TO A POINT ON THE SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 6170 RECORDED AS DOCUMENT 145183 IN VOLUME 1, PAGE 6170, WINNEBAGO COUNTY REGISTER OF DEEDS; THENCE N89°05'47"E, 25.00 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 16; THENCE S00°54'13"E, 215.23 FEET ALONG SAID WEST LINE; THENCE N89°39'21"E, 1,320.51 FEET TO THE START OF A CURVE CONCAVE TO THE WEST; THENCE 568.75 FEET ALONG SAID CURVE WITH A RADIUS OF 11,357.56 FEET AND A CHORD WHICH BEARS S01°41'15"E, 568.75 FEET; THENCE S08°46'35"W, 98.21 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LAND LYING BETWEEN THE MEANDER LINE AND CENTERLINE OF SAWYER CREEK.

SAID AREA CONTAINS 1,312,682 SQUARE FEET OR 30.135 ACRES, MORE OR LESS.

RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH ¼ CORNER OF SAID SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST; THENCE S89°29'20"W, 506.61 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF SAID AURORA HEALTH CENTER OSHKOSH CONDOMINIUM AND POINT OF BEGINNING; THENCE N00°13'01"W, 0.21 FEET ALONG THE EAST LINE OF SAID AURORA HEALTH CENTER OSHKOSH CONDOMINIUM TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 24.80 FEET ALONG SAID CURVE, WHICH HAS A RADIUS OF 540.00 FEET AND A CHORD WHICH BEARS N01°05'55"E, 24.80 FEET; THENCE S89°29'20"W, 865.72 FEET TO A POINT ON THE WEST LINE OF SAID AURORA HEALTH CENTER OSHKOSH CONDOMINIUM; THENCE S20°40'27"E, 26.63 FEET TO THE SOUTHWEST CORNER OF SAID AURORA HEALTH CENTER OSHKOSH CONDOMINIUM; THENCE N89°29'20"E, 855.84 FEET ALONG THE SOUTH LINE OF SAID AURORA HEALTH CENTER OSHKOSH CONDOMINIUM TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 21,517 SQUARE FEET OR 0.494 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #10

ALL OF CERTIFIED SURVEY MAP NUMBER 2870 RECORDED AS DOCUMENT NUMBER 869017 IN VOLUME 1, PAGE 2870 WINNEBAGO COUNTY REGISTER OF DEEDS, PART OF WITZEL AVENUE, PART OF THE SOUTH ½ OF THE NORTHWEST ¼ AND PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 21, ALL LOCATED IN TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE WEST ¼ CORNER OF SAID SECTION 21; THENCE N89°42'39"E, 685.24 FEET ALONG THE SOUTH LINE OF THE OF THE NORTHWEST ¼ OF SAID SECTION 21 TO A POINT ON THE EXTENDED CENTERLINE OF WYLDEWOOD DRIVE AND POINT OF BEGINNING; THENCE N00°02'17"E, 50.02 FEET ALONG EXTENDED CENTERLINE TO A POINT OF THE EXTENDED NORTH LINE OF WITZEL AVENUE; THENCE N89°42'39"E, 242.99 FEET ALONG SAID EXTENDED NORTH LINE AND NORTH LINE OF WITZEL AVENUE TO A SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NUMBER 5676, RECORDED AS DOCUMENT NUMBER 1583045 IN VOLUME 1, PAGE 6576 WINNEBAGO COUNTY REGISTER OF DEEDS; THENCE N00°02'22"E, 183.00 FEET ALONG AN EAST LINE OF SAID CSM; THENCE N89°42'39"E, 174.02 FEET ALONG A SOUTH LINE OF SAID CSM TO A PONT ON THE WEST RIGHT-OF-WAY LINE OF MARYDEN ROAD; THENCE S00°02'16"W, 183.00 FEET ALONG SAID RIGHT-OF-WAY TO THE NORTHWEST CORNER OF SAID MARYDEN ROAD AND WITZEL AVENUE; THENCE N89°42'39"E, 66.00 FEET ALONG THE EXTENDED NORTH LINE OF SAID WITZEL AVENUE TO THE NORTHEAST CORNER OF SAID WITZEL AVENUE AND MARYDEN ROAD; THENCE N00°02'16"E, 383.00 FEET ALONG THE EAST LINE OF SAID MARYDEN ROAD; THENCE N89°42'39"E, 200.00 FEET; THENCE S00°02'23"W, 48.00 FEET TO THE NORTHWEST CORNER OF CERTIFIED SURVEY MAP NUMBER 2870; THENCE N89°42'39"E, 330.00 FEET ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S00°02'23"W, 385.00 FEET ALONG THE EAST LINE AND EXTENDED EAST LINE OF SAID CERTIFIED SURVEY MAP TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 21; THENCE S89°42'39"W, 240.38 FEET ALONG SAID SOUTH LINE; THENCE S00°12'56"E, 260.00 FEET; THENCE S89°42'39"W, 90.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 21; THENCE S00°12'56"E, 973.29 FEET ALONG SAID WEST LINE;



TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 9<sup>TH</sup> AVENUE AND THE POINT OF BEGINNING; THENCE S89°16'29"E, 163.00 FEET ALONG SAID SOUTH LINE OF W. 9<sup>TH</sup> AVENUE TO THE NORTHWEST CORNER OF LOT 6 OF PHEASANT CREEK FARM; THENCE S00°43'31"W, 150.00 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 5 OF SAID PHEASANT CREEK FARM; THENCE N89°16'29"W, 163.00 FEET ALONG THE NORTH LINES OF SAID LOT 5 AND LOT 2 OF SAID PHEASANT CREEK FARM; THENCE N00°43'31"E, 150.00 FEET ALONG THE EAST LINES OF SAID LOT 2 AND LOT 1 OF SAID PHEASANT CREEK FARM TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 24,450 SQUARE FEET OR 0.561 ACRES, MORE OR LESS.

#### ALGOMA ZONE B ATTACHMENT AREA #14

PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ AND NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 29; THENCE N89°16'29"W, 1,221.03 FEET ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 29 TO THE NORTHEAST CORNER OF TAX PARCEL 002034001 DESCRIBED IN DOCUMENT NUMBER 1072226; THENCE S00°25'40"E, 33.00 FEET ALONG THE EAST LINE OF SAID PARCEL 002034001 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 9<sup>TH</sup> AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING S00°25'40"E, 135.10 FEET ALONG THE EAST LINE OF SAID PARCEL 002034001 TO THE SOUTHEAST CORNER THEREOF; THENCE S89°10'09"E, 746.01 FEET ALONG THE EXTENDED SOUTH LINE AND SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 4391 RECORDED AS DOCUMENT NUMBER 1076723 IN VOLUME 1, PAGE 4391, WINNEBAGO COUNTY REGISTER OF DEEDS TO THE NORTHEAST CORNER OF TAX PARCEL 002034029 DESCRIBED IN DOCUMENT NUMBER 1740461; THENCE S00°25'40"E, 189.09 FEET ALONG THE EAST LINE OF SAID PARCEL 002034029 TO THE SOUTHEAST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HOMESTEAD DRIVE; THENCE N89°12'16"W, 880.00 FEET ALONG SAID RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF TAX PARCEL 002034036 DESCRIBED IN DOCUMENT NUMBER 1715446, ALSO BEING A POINT ON THE EAST LINE OF OUTLOT 1 OF 1<sup>ST</sup> ADDITION TO PHEASANT CREEK FARM; THENCE N00°25'40"W, 324.47 FEET ALONG THE EAST LINES OF SAID OUTLOT 1 AND LOT 7 OF PHEASANT CREEK FARM, ALSO BEING THE WEST LINES OF SAID TAX PARCELS 002034036 AND 002034001 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 9<sup>TH</sup> AVENUE; THENCE S89°16'29"E, 133.95 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 184,671 SQUARE FEET OR 4.239 ACRES, MORE OR LESS.

#### ALGOMA ZONE B ATTACHMENT AREA #15

PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°25'21"E, 419.16 FEET ALONG THE EAST LINE OF SAID NORTHEAST ¼ OF SECTION 29 TO A POINT ON THE EXTENDED SOUTH



ALGOMA ZONE B ATTACHMENT AREA #18

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH ¼ CORNER OF SAID SECTION 28; THENCE S89°22'29"E, 2,555.69 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE N00°58'22"W, 1,505.15 FEET TO THE POINT OF BEGINNING; THENCE N89°33'00"W, 380.28 FEET TO A POINT ON THE EAST LINE OF THE THIRD ADDITION TO WESTHAVEN; THENCE N00°58'22"E, 175.00 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NUMBER 5855 RECORDED AS DOCUMENT 1388724 IN VOLUME 1, PAGE 5855, WINNEBAGO COUNTY REGISTER OF DEEDS; THENCE S89°33'00"E, 379.75 FEET ALONG THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP TO THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. WASHBURN STREET; THENCE S00°48'03"W, 175.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 66,500 SQUARE FEET OR 1.527 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #19

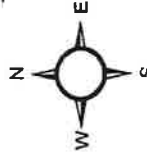
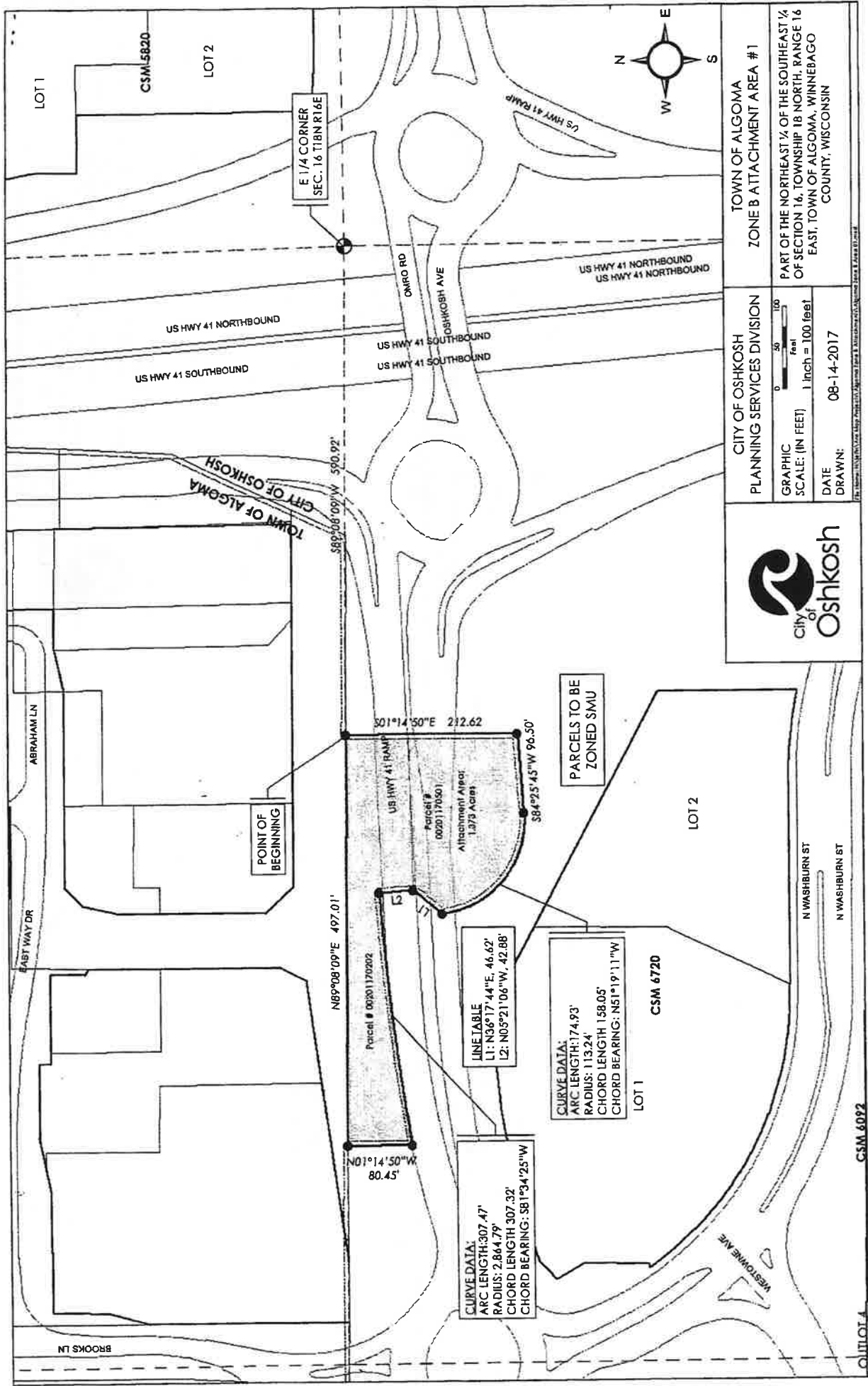
ALL OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 3424, RECORDED AS DOCUMENT 937252 IN VOLUME 1, PAGE 3424 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 4336, RECORDED AS DOCUMENT 1069354 IN VOLUME 1, PAGE 4336, WINNEBAGO COUNTY REGISTER OF DEEDS, AND PART OF STATE ROAD 91, ALL LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FROM SAID SOUTHEAST CORNER OF SECTION 32; THENCE N89°27'05"W, 413.56 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 32 TO A POINT ON THE EXTENDED WEST LINE OF SAID OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 4336; THENCE N00°30'46"E, 834.96 FEET ALONG THE EXTENDED WEST AND WEST LINE OF SAID OUTLOT 1 TO THE NORTHWEST CORNER OF SAID OUTLOT 1; THENCE S89°27'05"E, 413.56 FEET ALONG THE NORTH LINE OF SAID OUTLOT 1 TO THE NORTHEAST CORNER OF SAID OUTLOT 1, ALSO BEING A POINT ON THE EAST LINE OF SAID SOUTHEAST ¼ OF SECTION 32; THENCE S00°30'46"W, 834.96 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 345,306 SQUARE FEET OR 7.927 ACRES, MORE OR LESS.

ALGOMA ZONE B ATTACHMENT AREA #20

PART OF INTERSTATE 41 RIGHT-OF-WAY LOCATED IN GOVERNMENT LOT 6 IN SECTION 10, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:



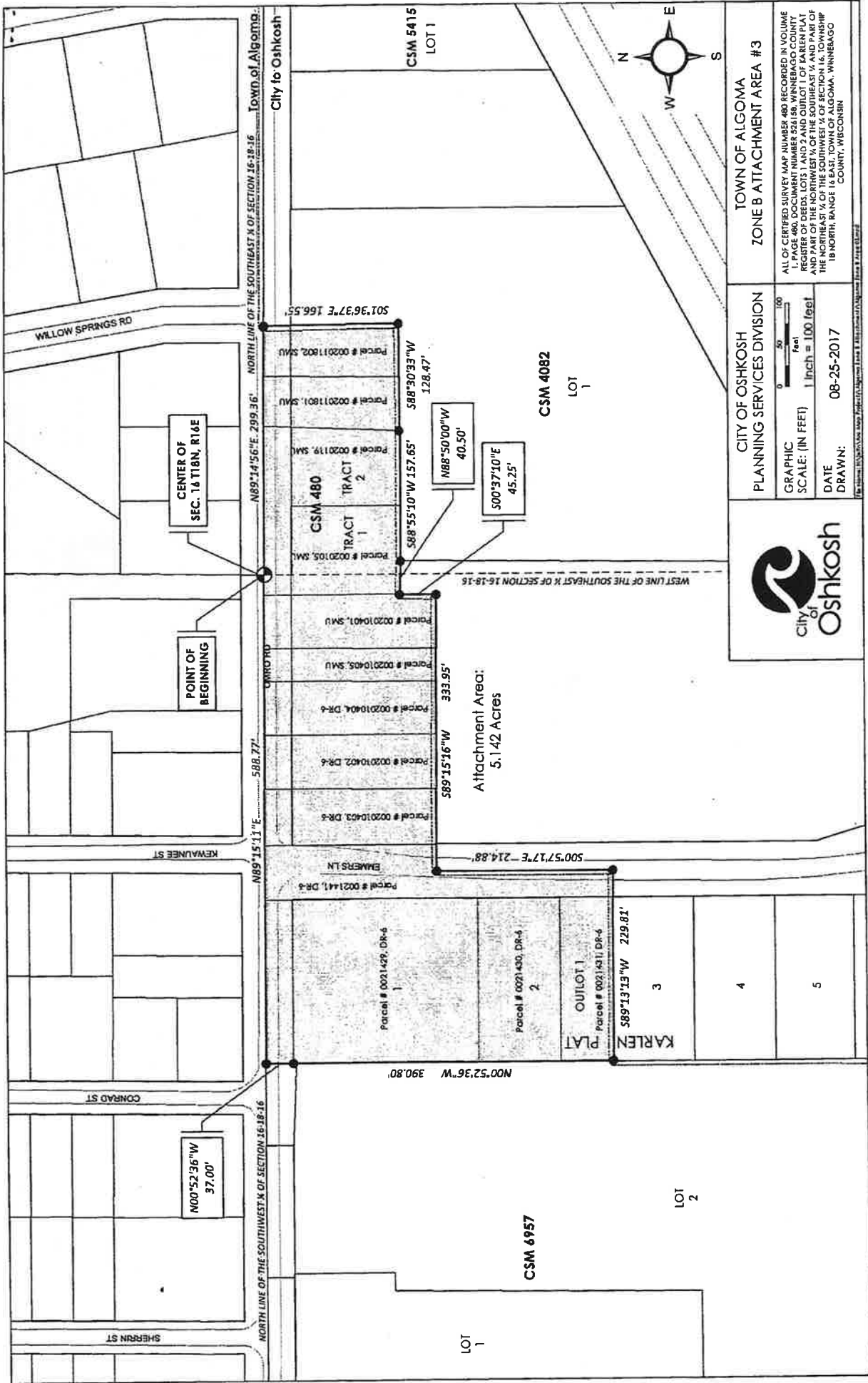
**City of Oshkosh**


CITY OF OSHKOSH PLANNING SERVICES DIVISION	TOWN OF ALGOMA ZONE B ATTACHMENT AREA #1	PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN
GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet DATE DRAWN: 08-14-2017		

File: \\s:\planning\GIS\Map\2017\20170814\20170814\_01\20170814\_01.dwg

CSM 4072

OUTLOT A





**City of Oshkosh**

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**CITY OF OSHKOSH**  
PLANNING SERVICES DIVISION

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**TOWN OF ALGOMA**  
ZONE B ATTACHMENT AREA #3

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ALL OF CERTIFIED SURVEY MAP NUMBER 480 RECORDED IN VOLUME 1, PAGE 480, DOCUMENT NUMBER 526158, WINNEBAGO COUNTY REGISTER OF DEEDS, LOTS 1 AND 2 AND OUTLOT 1 OF KARLEN PLAT AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16-18-16, T18N, R16E, WINNEBAGO COUNTY, WISCONSIN

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GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet

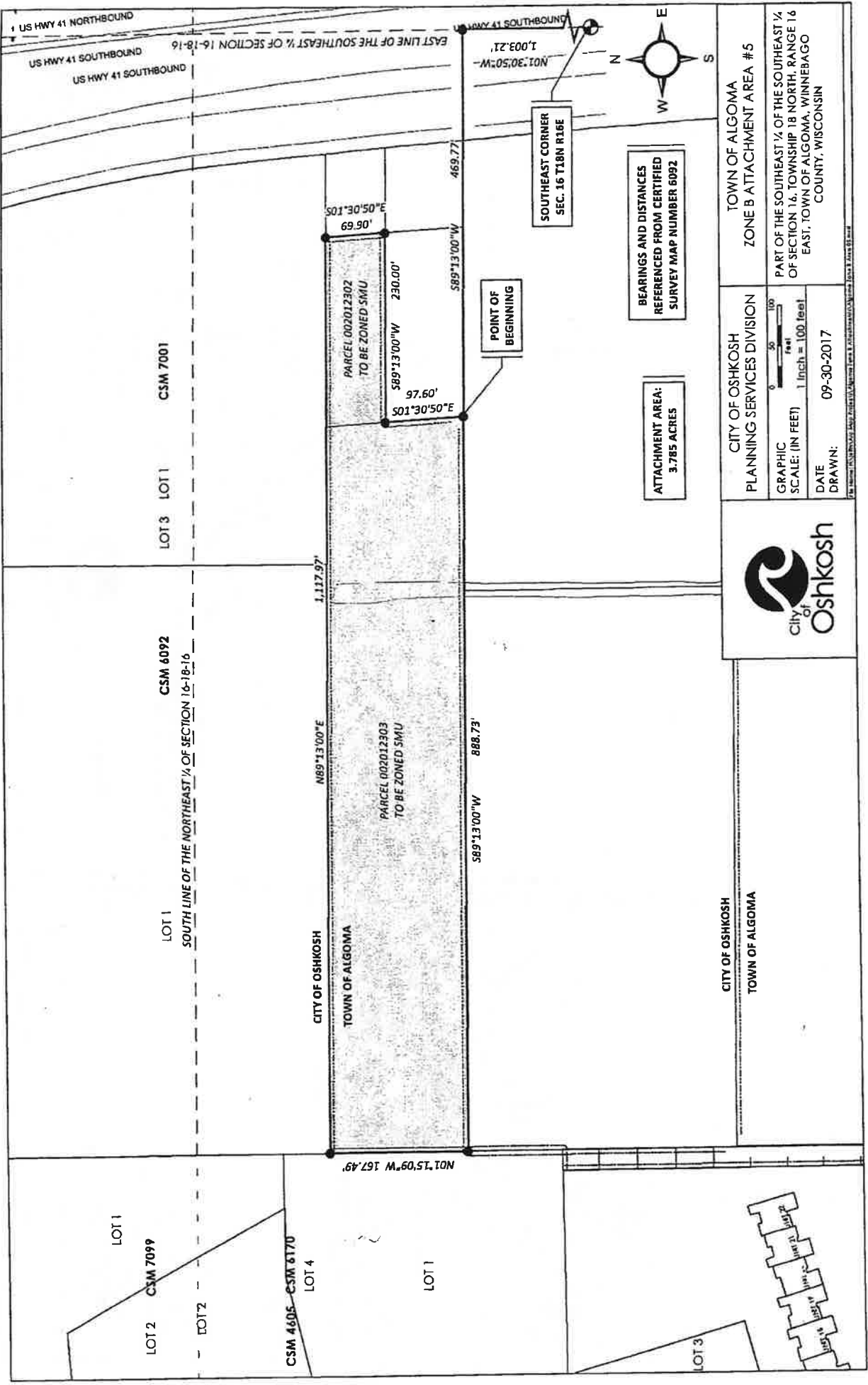
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DATE: 08-25-2017

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DRAWN:

File Name: T:\GIS\Map\Map\Parcel\Map\AttachmentArea3.aprx Date: 8/25/2017

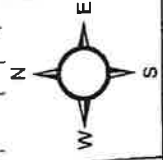



BEARINGS AND DISTANCES  
REFERENCED FROM CERTIFIED  
SURVEY MAP NUMBER 6092

ATTACHMENT AREA:  
3.785 ACRES

POINT OF  
BEGINNING

SOUTHEAST CORNER  
SEC. 16 T18N R16E

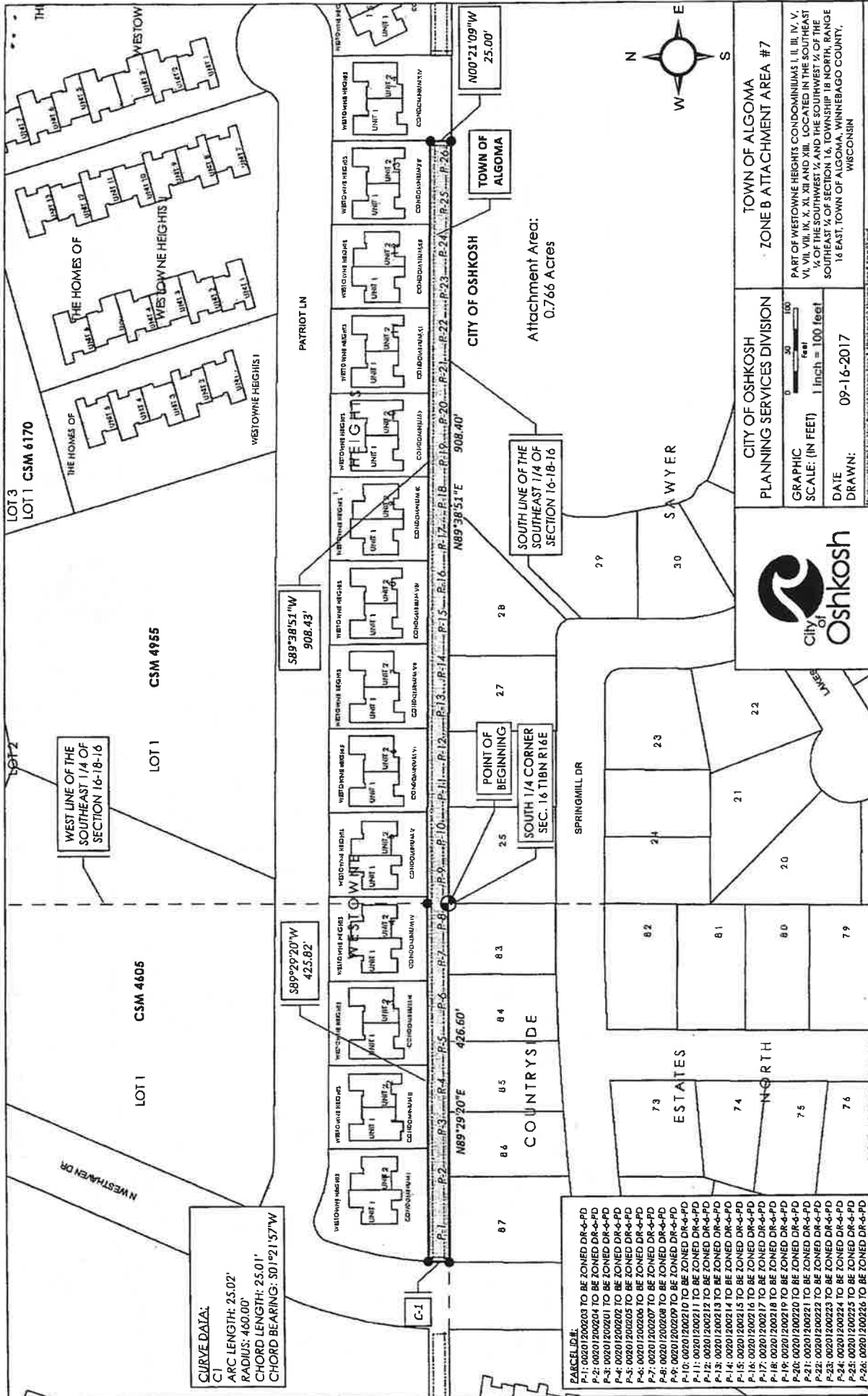




City of Oshkosh

CITY OF OSHKOSH PLANNING SERVICES DIVISION	TOWN OF ALGOMA ZONE B ATTACHMENT AREA #5
GRAPHIC SCALE: (IN FEET) 0 50 100 feet 1 Inch = 100 feet	PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN
DATE DRAWN: 09-30-2017	

This document is a Survey Map as defined in Wisconsin Statutes, Chapter 19. It is not a legal document and should not be used for legal purposes. For more information, contact the City of Oshkosh Planning Services Division.



**CURVE DATA:**  
 C1  
 ARC LENGTH: 25.02'  
 RADIUS: 400.00'  
 CHORD LENGTH: 25.01'  
 CHORD BEARING: S01°21'57"W

- PARCEL ID:**
- P-1: 00201200203 TO BE ZONED DR-6-PD
  - P-2: 00201200204 TO BE ZONED DR-6-PD
  - P-3: 00201200201 TO BE ZONED DR-6-PD
  - P-4: 00201200202 TO BE ZONED DR-6-PD
  - P-5: 00201200205 TO BE ZONED DR-6-PD
  - P-6: 00201200206 TO BE ZONED DR-6-PD
  - P-7: 00201200207 TO BE ZONED DR-6-PD
  - P-8: 00201200208 TO BE ZONED DR-6-PD
  - P-9: 00201200209 TO BE ZONED DR-6-PD
  - P-10: 00201200210 TO BE ZONED DR-6-PD
  - P-11: 00201200211 TO BE ZONED DR-6-PD
  - P-12: 00201200212 TO BE ZONED DR-6-PD
  - P-13: 00201200213 TO BE ZONED DR-6-PD
  - P-14: 00201200214 TO BE ZONED DR-6-PD
  - P-15: 00201200215 TO BE ZONED DR-6-PD
  - P-16: 00201200216 TO BE ZONED DR-6-PD
  - P-17: 00201200217 TO BE ZONED DR-6-PD
  - P-18: 00201200218 TO BE ZONED DR-6-PD
  - P-19: 00201200219 TO BE ZONED DR-6-PD
  - P-20: 00201200220 TO BE ZONED DR-6-PD
  - P-21: 00201200221 TO BE ZONED DR-6-PD
  - P-22: 00201200222 TO BE ZONED DR-6-PD
  - P-23: 00201200223 TO BE ZONED DR-6-PD
  - P-24: 00201200224 TO BE ZONED DR-6-PD
  - P-25: 00201200225 TO BE ZONED DR-6-PD
  - P-26: 00201200226 TO BE ZONED DR-6-PD



**CITY OF OSHKOSH**  
 PLANNING SERVICES DIVISION

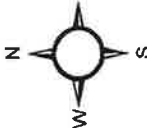
GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet

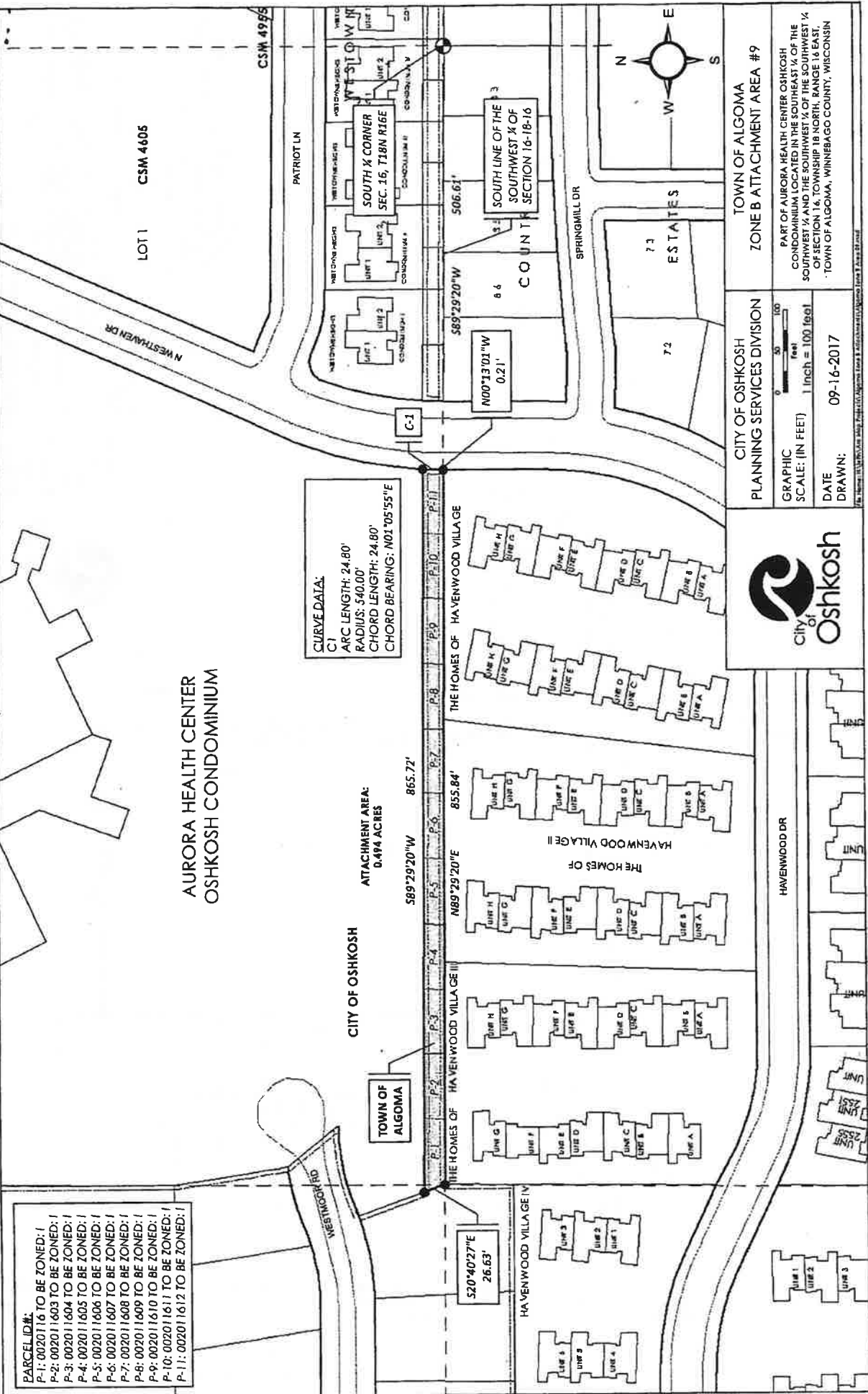
DATE DRAWN: 09-16-2017

**TOWN OF ALGOMA**  
 ZONE B ATTACHMENT AREA #7

PART OF WESTTOWNE HEIGHTS CONDOMINIUMS I, II, III, IV, V, VI, VII, VIII, X, XI, XII AND XIII. LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN

Attachment Area:  
 0.766 Acres





**AURORA HEALTH CENTER  
OSHKOSH CONDOMINIUM**

**PARCEL ID#:**

P-1:	002011601 TO BE ZONED: I
P-2:	002011603 TO BE ZONED: I
P-3:	002011604 TO BE ZONED: I
P-4:	002011605 TO BE ZONED: I
P-5:	002011606 TO BE ZONED: I
P-6:	002011607 TO BE ZONED: I
P-7:	002011608 TO BE ZONED: I
P-8:	002011609 TO BE ZONED: I
P-9:	002011610 TO BE ZONED: I
P-10:	002011611 TO BE ZONED: I
P-11:	002011612 TO BE ZONED: I

**CURVE DATA:**  
C-1  
ARC LENGTH: 24.80'  
RADIUS: 540.00'  
CHORD LENGTH: 24.80'  
CHORD BEARING: N01°05'55"E

**ATTACHMENT AREA:**  
0.484 ACRES



**CITY OF OSHKOSH  
PLANNING SERVICES DIVISION**

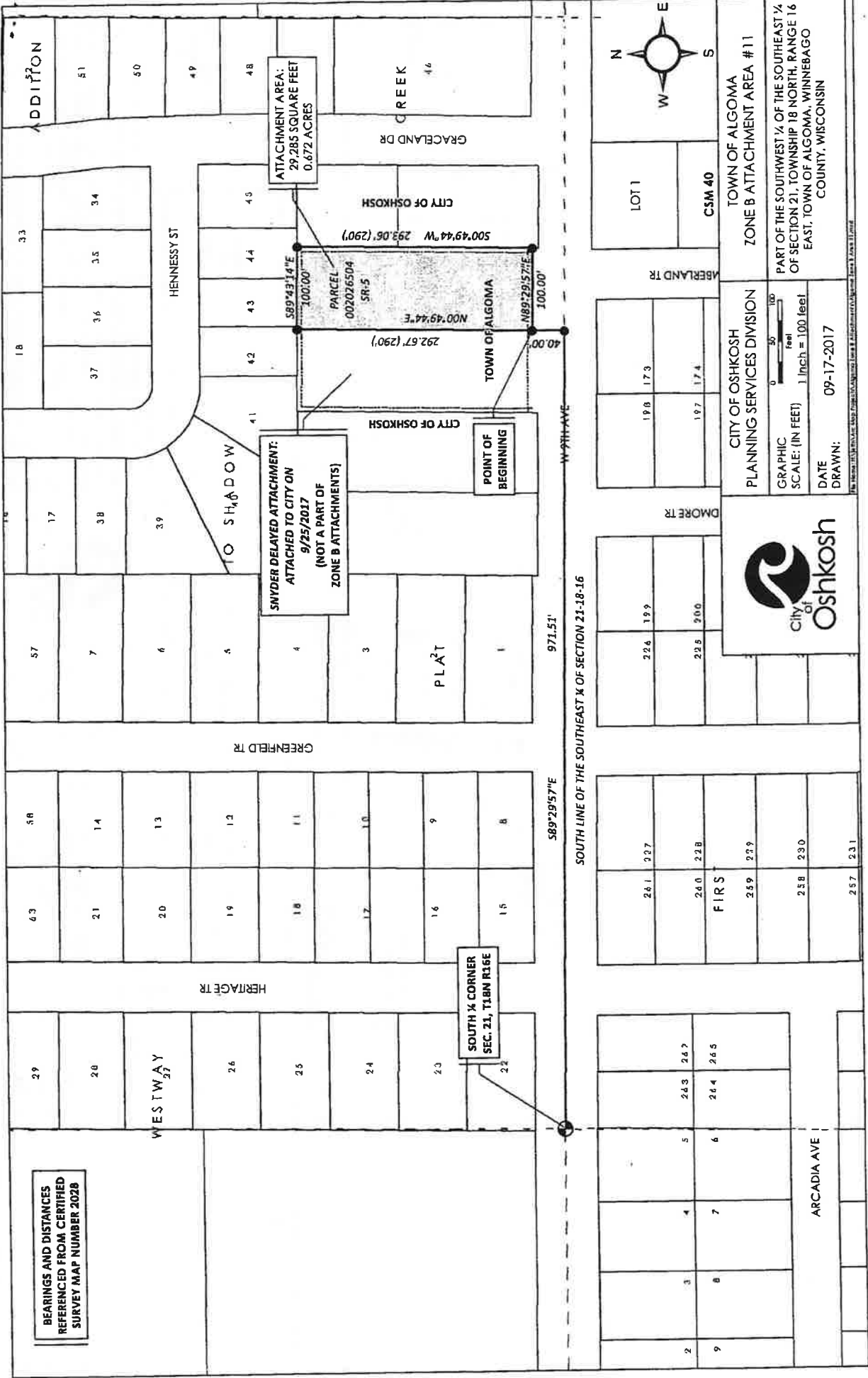
**TOWN OF ALGOMA  
ZONE B ATTACHMENT AREA #9**

**GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet**

**DATE DRAWN: 09-16-2017**

Part of Aurora Health Center Oshkosh Condominium located in the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin

BEARINGS AND DISTANCES  
 REFERENCED FROM CERTIFIED  
 SURVEY MAP NUMBER 2028



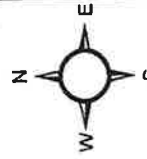
SNYDER DELAYED ATTACHMENT:  
 ATTACHED TO CITY ON  
 9/25/2017  
 (NOT A PART OF  
 ZONE B ATTACHMENTS)

ATTACHMENT AREA:  
 29,285 SQUARE FEET  
 0.672 ACRES

SOUTH X CORNER  
 SEC. 21, T18N R16E



LOT 1	CSM 40	TOWN OF ALGOMA
198 173	197 174	ZONE B ATTACHMENT AREA #11
226 199	225 200	CITY OF OSHKOSH
261 227	260 228	PLANNING SERVICES DIVISION
259 229	258 230	GRAPHIC SCALE: (IN FEET) 1 Inch = 100 feet
257 231		DATE DRAWN: 09-17-2017
		PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN



PLANING SERVICES DIVISION

DATE DRAWN: 09-17-2017

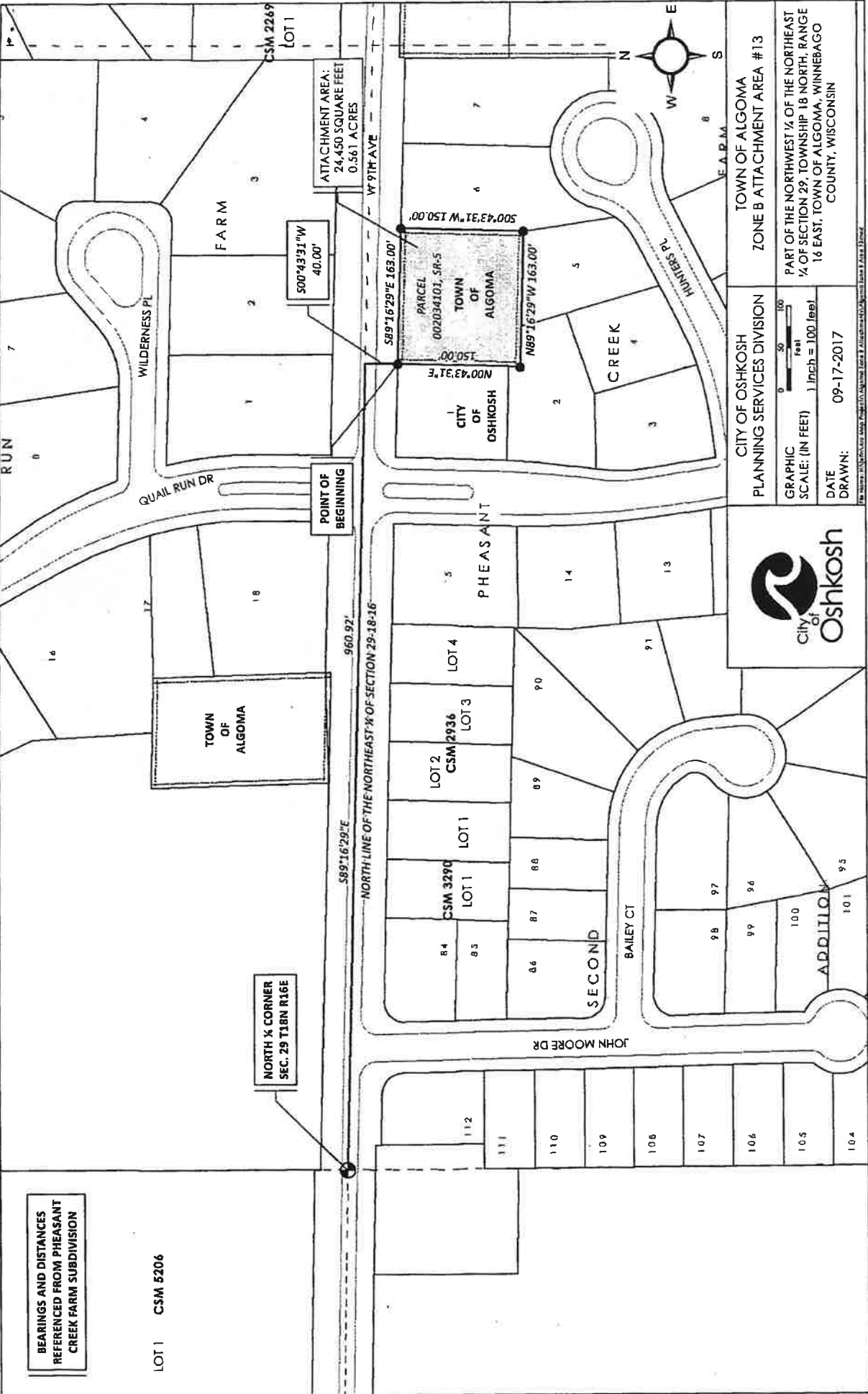
PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN



BEARINGS AND DISTANCES  
REFERENCED FROM PHEASANT  
CREEK FARM SUBDIVISION

LOT 1 CSM 5206

NORTH X CORNER  
SEC. 29 T18N R16E

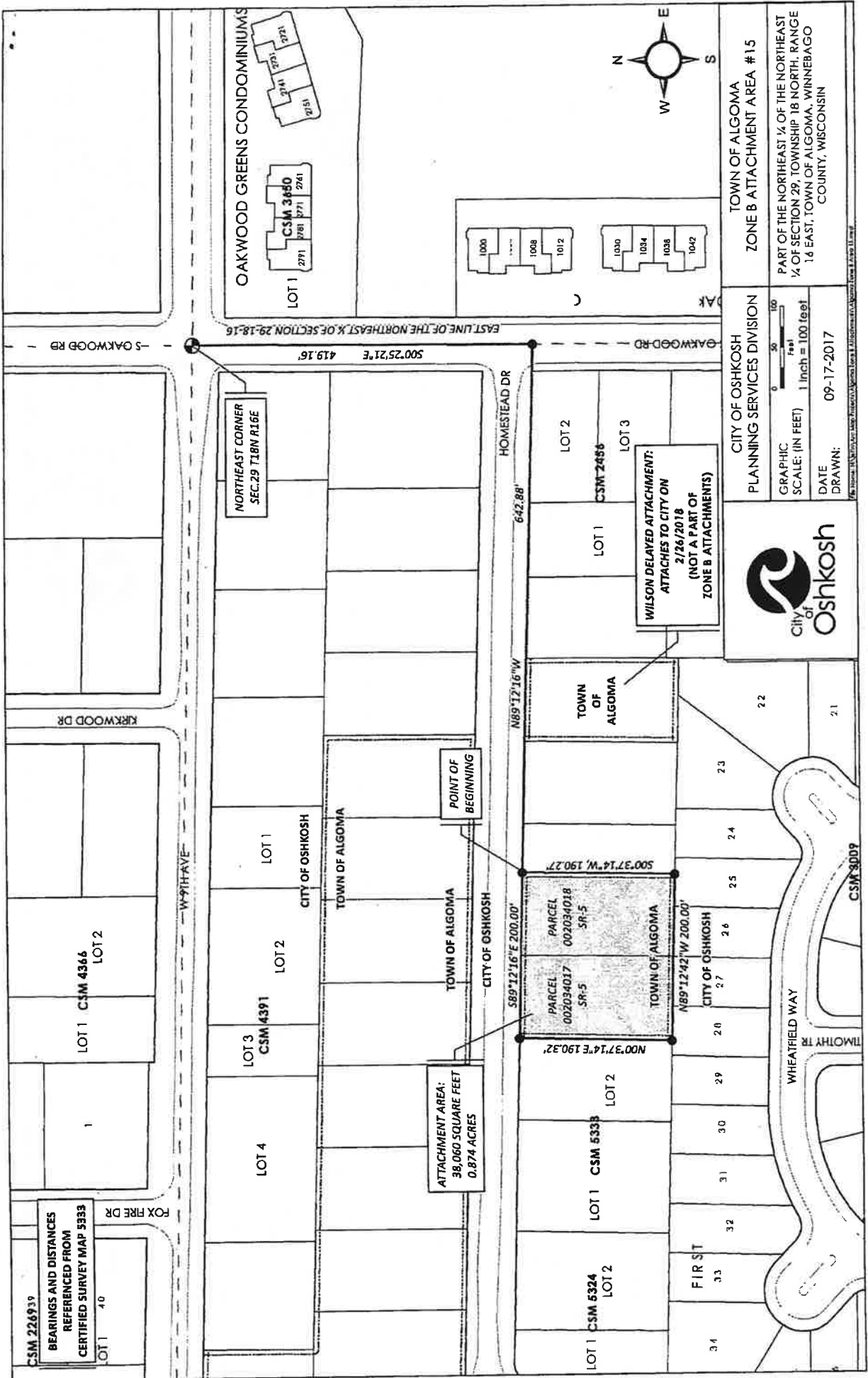


CITY OF OSHKOSH  
PLANNING SERVICES DIVISION  
TOWN OF ALGOMA  
ZONE B ATTACHMENT AREA #13

GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet  
DATE DRAWN: 09-17-2017

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN

The North American Datum of 1983 (NAD 83) is used for all bearings and distances. Horizontal accuracy is ± 0.50 feet and vertical accuracy is ± 1.00 feet.



CSM 226939  
 BEARINGS AND DISTANCES  
 REFERENCED FROM  
 CERTIFIED SURVEY MAP 5333  
 LOT 1 40  
 FOX FIRE DR

ATTACHMENT AREA:  
 38,060 SQUARE FEET  
 0.874 ACRES

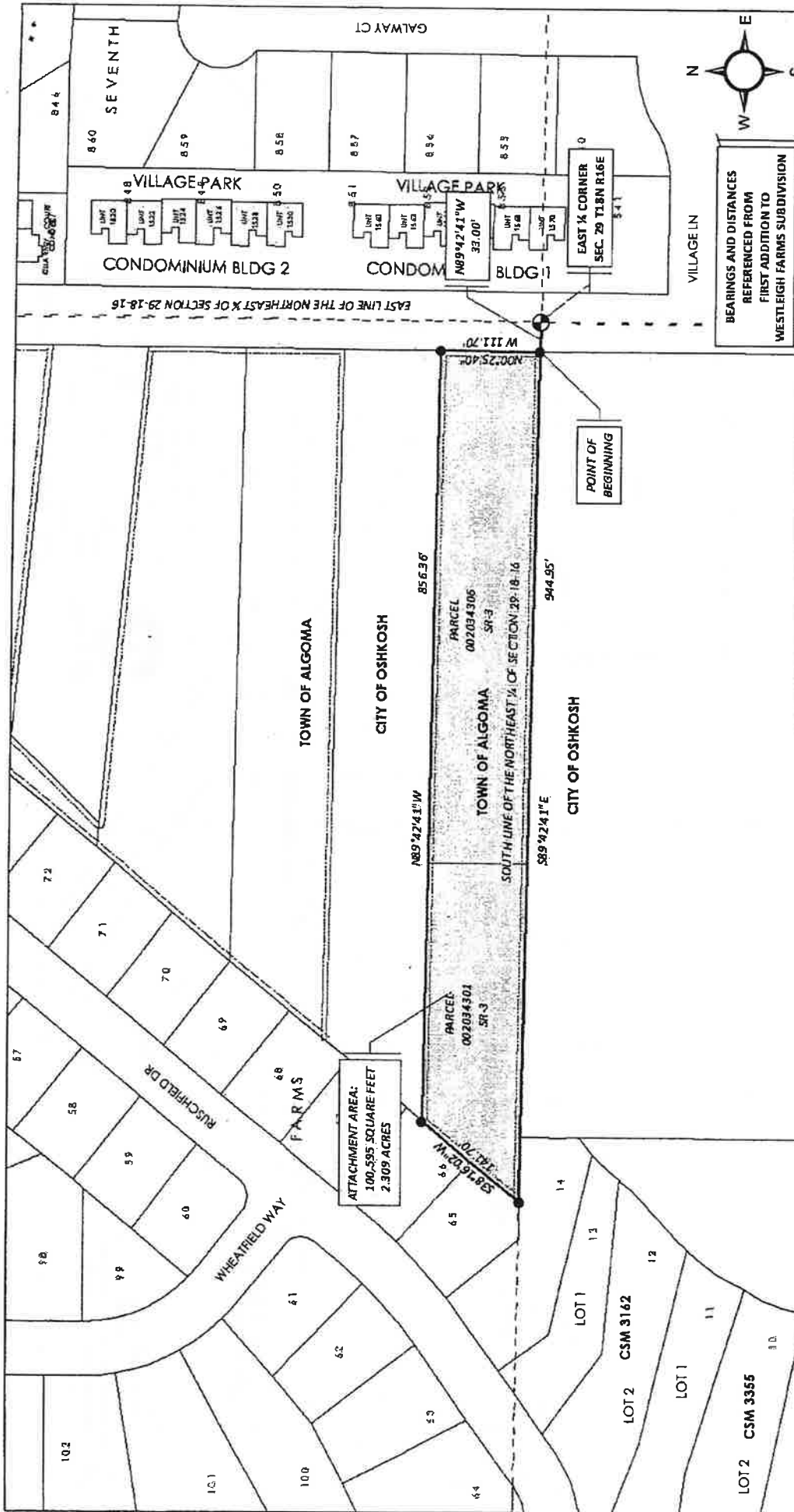
WILSON DELAYED ATTACHMENT:  
 ATTACHES TO CITY ON  
 2/26/2018  
 (NOT A PART OF  
 ZONE B ATTACHMENTS)



CITY OF OSHKOSH  
 PLANNING SERVICES DIVISION  
 GRAPHIC SCALE: (IN FEET) 1 inch = 100 feet  
 DATE DRAWN: 09-17-2017

TOWN OF ALGOMA  
 ZONE B ATTACHMENT AREA #15  
 PART OF THE NORTHEAST 1/4 OF THE NORTHEAST  
 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE  
 18 EAST, TOWN OF ALGOMA, WINNEBAGO  
 COUNTY, WISCONSIN

For more information, see attached map 5333 and 5333-1. All dimensions are approximate and subject to change.



ATTACHMENT AREA:  
100,595 SQUARE FEET  
2.309 ACRES

BEARINGS AND DISTANCES REFERENCED FROM FIRST ADDITION TO WESTLEIGH FARMS SUBDIVISION

TOWN OF ALGOMA  
ZONE B ATTACHMENT AREA # 17

CITY OF OSHKOSH  
PLANNING SERVICES DIVISION

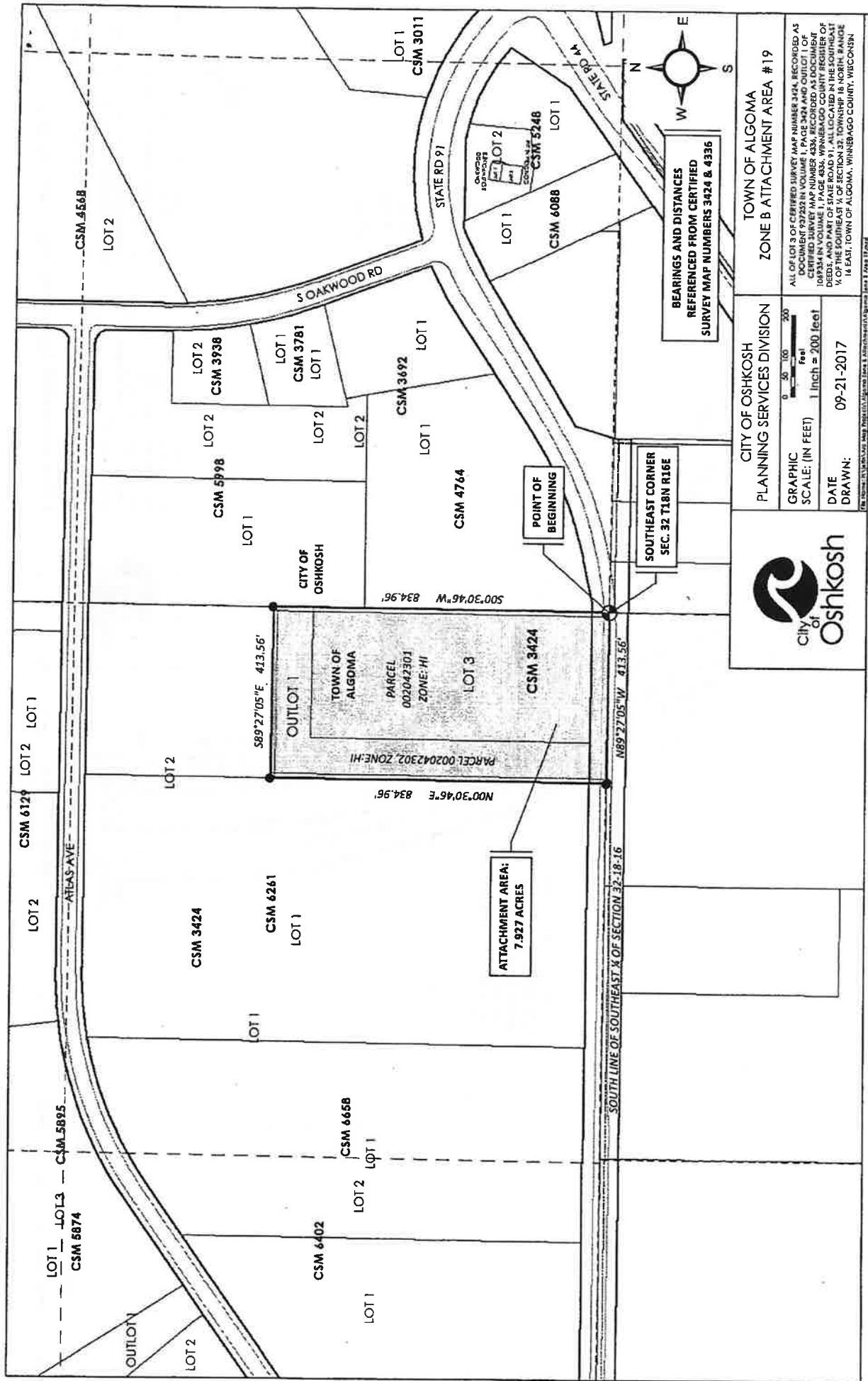
GRAPHIC SCALE: (IN FEET)  
0 50 100  
1 Inch = 100 feet

DATE DRAWN: 09-18-2017



SEVENTH ADDITION

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN



BEARINGS AND DISTANCES REFERENCED FROM CERTIFIED SURVEY MAP NUMBERS 3424 & 4336

SOUTHEAST CORNER SEC. 32 T18N R16E

POINT OF BEGINNING

ATTACHMENT AREA: 7.927 ACRES



CITY OF OSHKOSH  
PLANNING SERVICES DIVISION

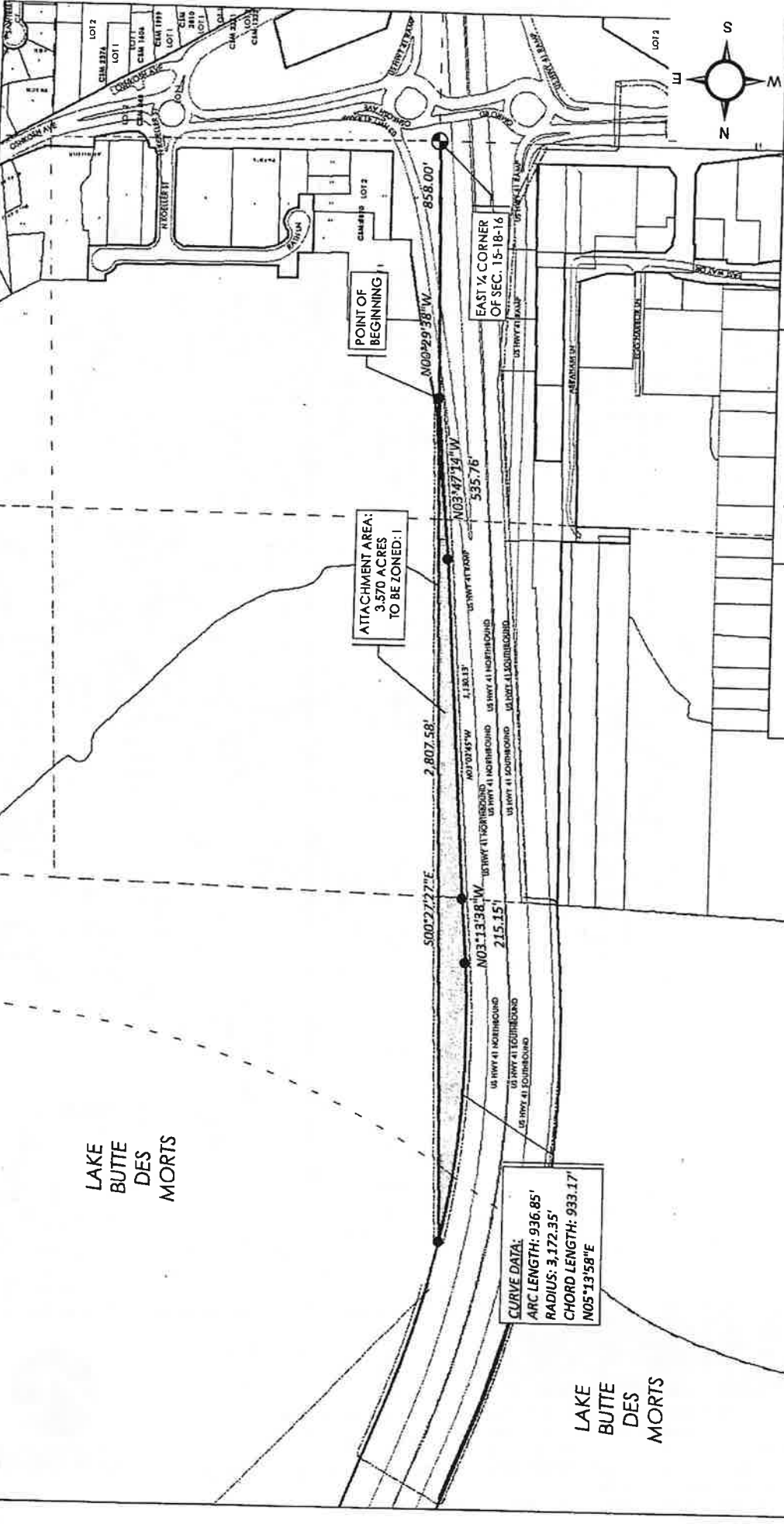
GRAPHIC SCALE: (IN FEET)  
0 50 100 200 Feet  
1 Inch = 200 feet

DATE: 09-21-2017

DRAWN:

TOWN OF ALGOMA  
ZONE B ATTACHMENT AREA #19

ALL OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 3424, RECORDED AS DOCUMENT 93232 IN VOLUME 1, PAGE 3424 AND OUTLOT 1 OF DOCUMENT 93232 IN VOLUME 1, PAGE 3424 AND OUTLOT 1 OF DOCUMENT 108334 IN VOLUME 1, PAGE 108334 AND OUTLOT 1 OF DOCUMENT 108334 IN VOLUME 1, PAGE 108334 AND PART OF STATE ROAD 91, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN




POINT OF BEGINNING

ATTACHMENT AREA:  
3.570 ACRES  
TO BE ZONED: I

CURVE DATA:  
ARC LENGTH: 936.85'  
RADIUS: 3,172.35'  
CHORD LENGTH: 933.17'  
N05°13'58\"/>

LAKE  
BUTTE  
DES  
MORTS

LAKE  
BUTTE  
DES  
MORTS



**City of Oshkosh**

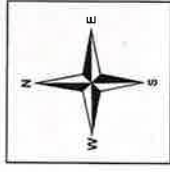
<p><b>CITY OF OSHKOSH PLANNING SERVICES DIVISION</b></p> <p>GRAPHIC SCALE: (IN FEET) 0 50 100 200 300 1 inch = 300 feet</p> <p>DATE DRAWN: 09-21-2017</p>	<p><b>TOWN OF ALGOMA ZONE B ATTACHMENT AREA #21</b></p> <p>PART OF INTERSTATE 41 RIGHT-OF-WAY LOCATED IN GOVERNMENT LOT 1 IN SECTION 9, AND THE NORTHEAST ¼ OF SECTION 16 ALL LOCATED IN TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN</p>
---	--



**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**

City of Oshkosh  
Zone B Attachment  
Areas #1 & #2

Subject Parcel(s):  
00201170202 / 00201170501 /  
002008802(Part)



Winnebago County  
WINGS Project

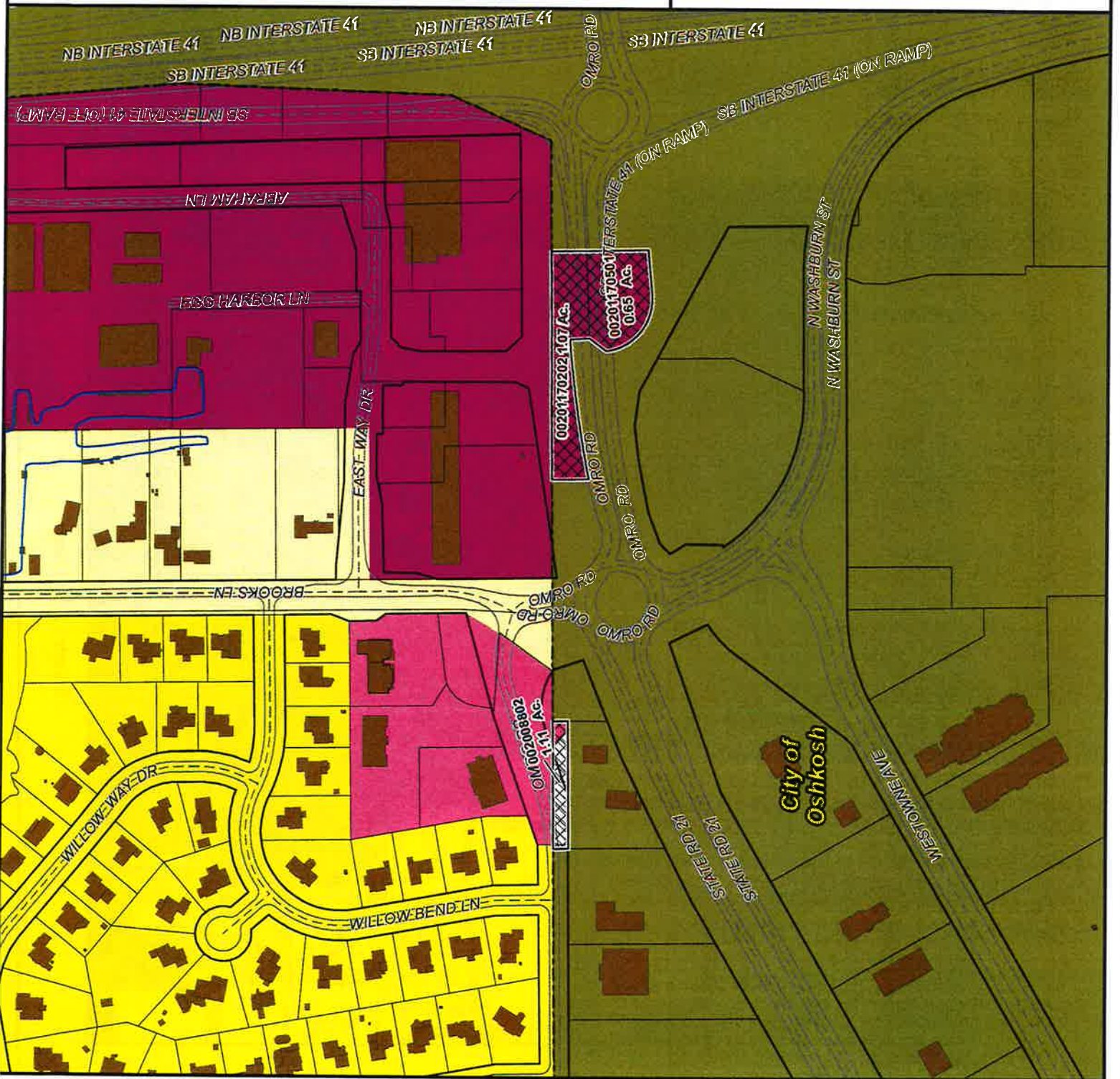
**Scale**  
1 inch : 300 feet

**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





**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**  
City of Oshkosh  
Zone B Attachment  
Area #6

Subject Parcel(s):  
0020121 / 002012101 /  
00201210101 / 002024801



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 Extrajurisdictional Zoning Jurisdiction

Incorporated Area

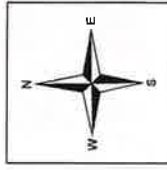




**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**

**City of Oshkosh  
Zone B Attachment  
Area #10**

Subject Parcel(s):  
**0020259**



Winnebago County  
WINGS Project

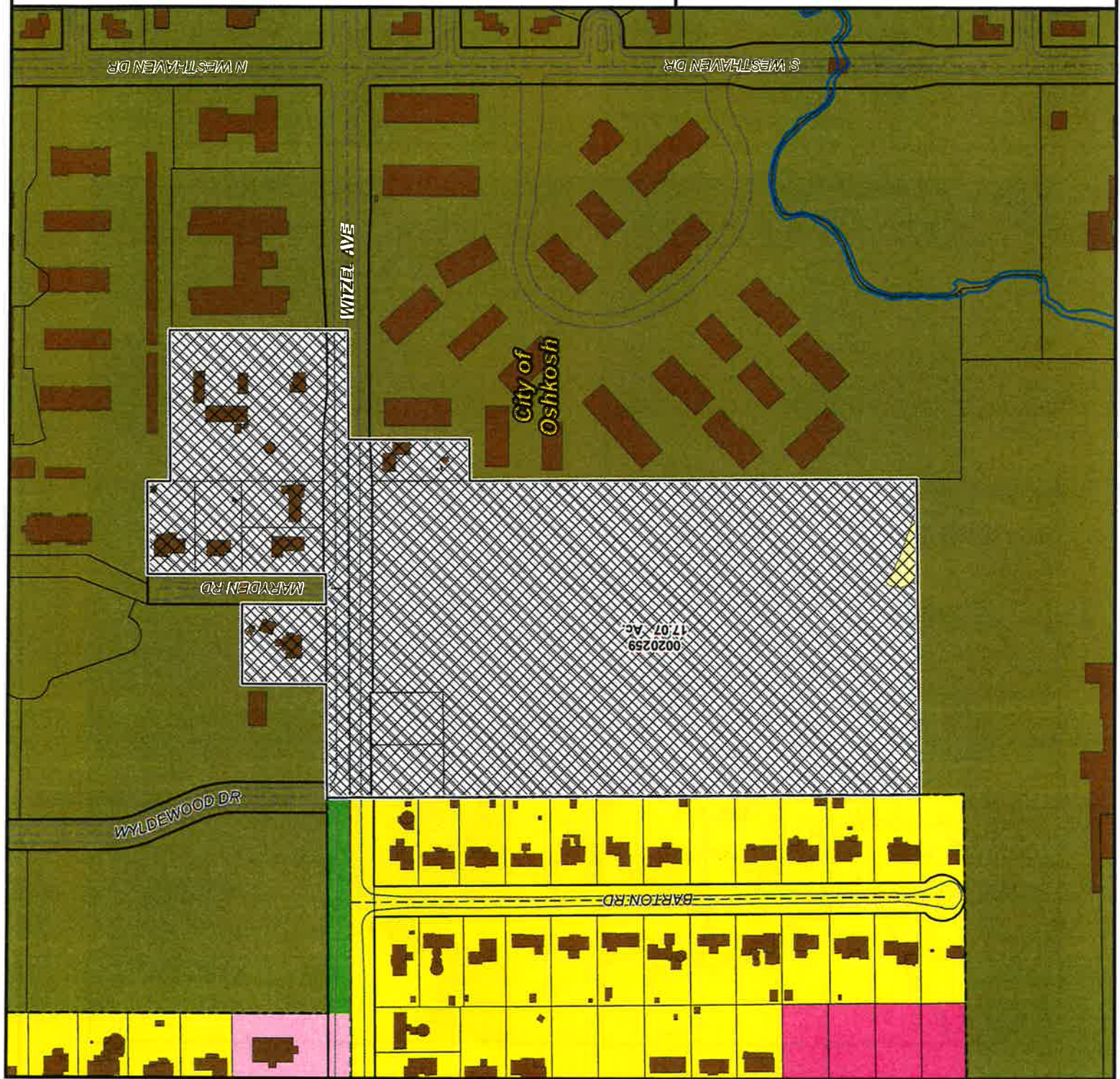
**Scale**  
1 inch : 300 feet

**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



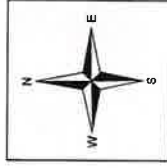


# Request to Remove Attached/Annexed Area from Town/County Zoning Map

City of Oshkosh  
 Zone B Attachment  
 Areas #14 & #15

Subject Parcel(s):

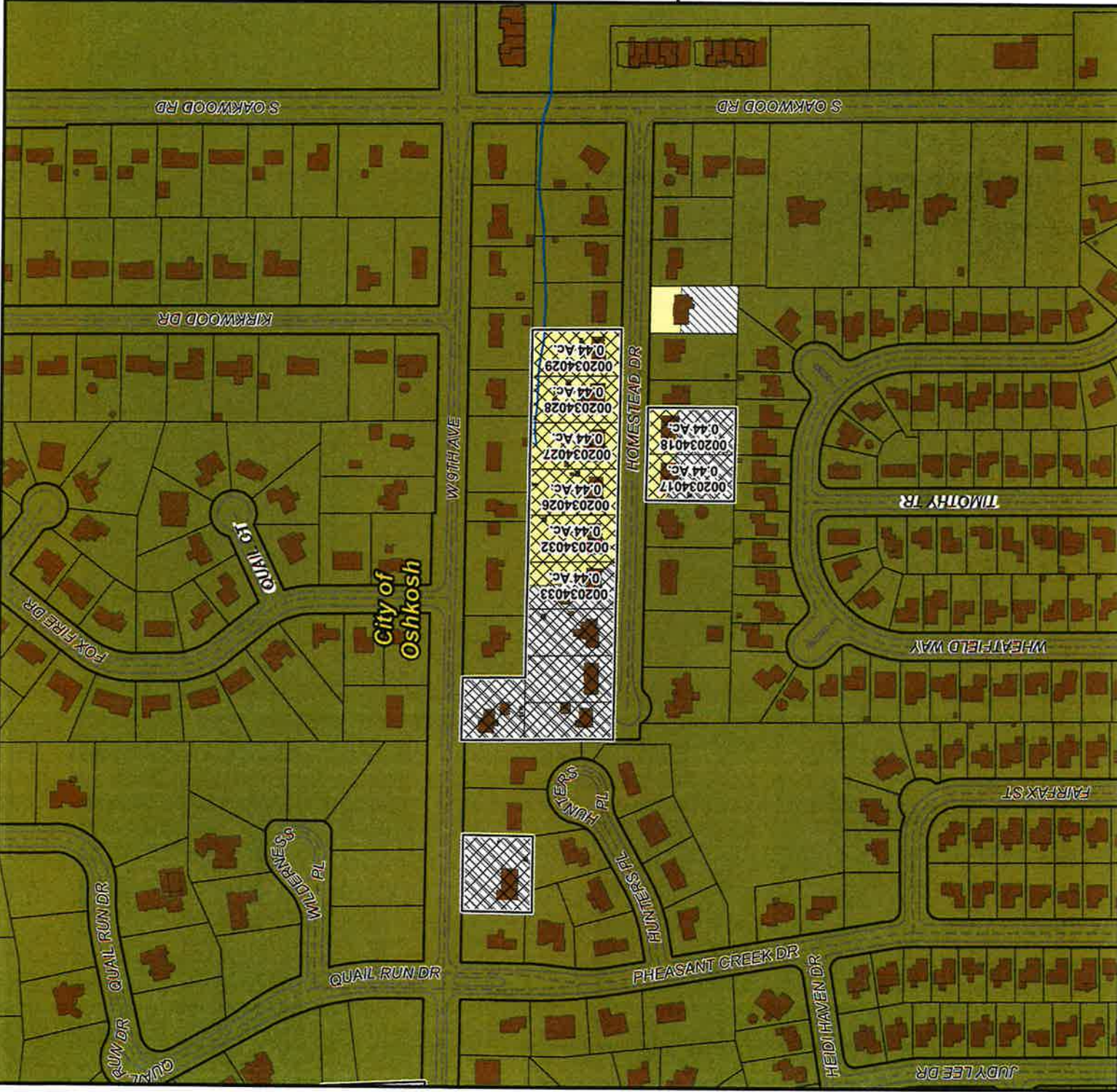
- 002034017 / 002034018 /
- 002034026 / 002034027 /
- 002034028 / 002034029 /
- 002034032 / 002034033



Winnebago County  
 WTNCS Project

Scale  
 1 inch : 300 feet

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





# Request to Remove Attached/Annexed Area from Town/County Zoning Map

City of Oshkosh  
 Zone B Attachment  
 Areas #16 & #17

Subject Parcel(s):

002034301 / 002034303 /  
 002034304 / 002034305 /  
 002034306 / 002034310



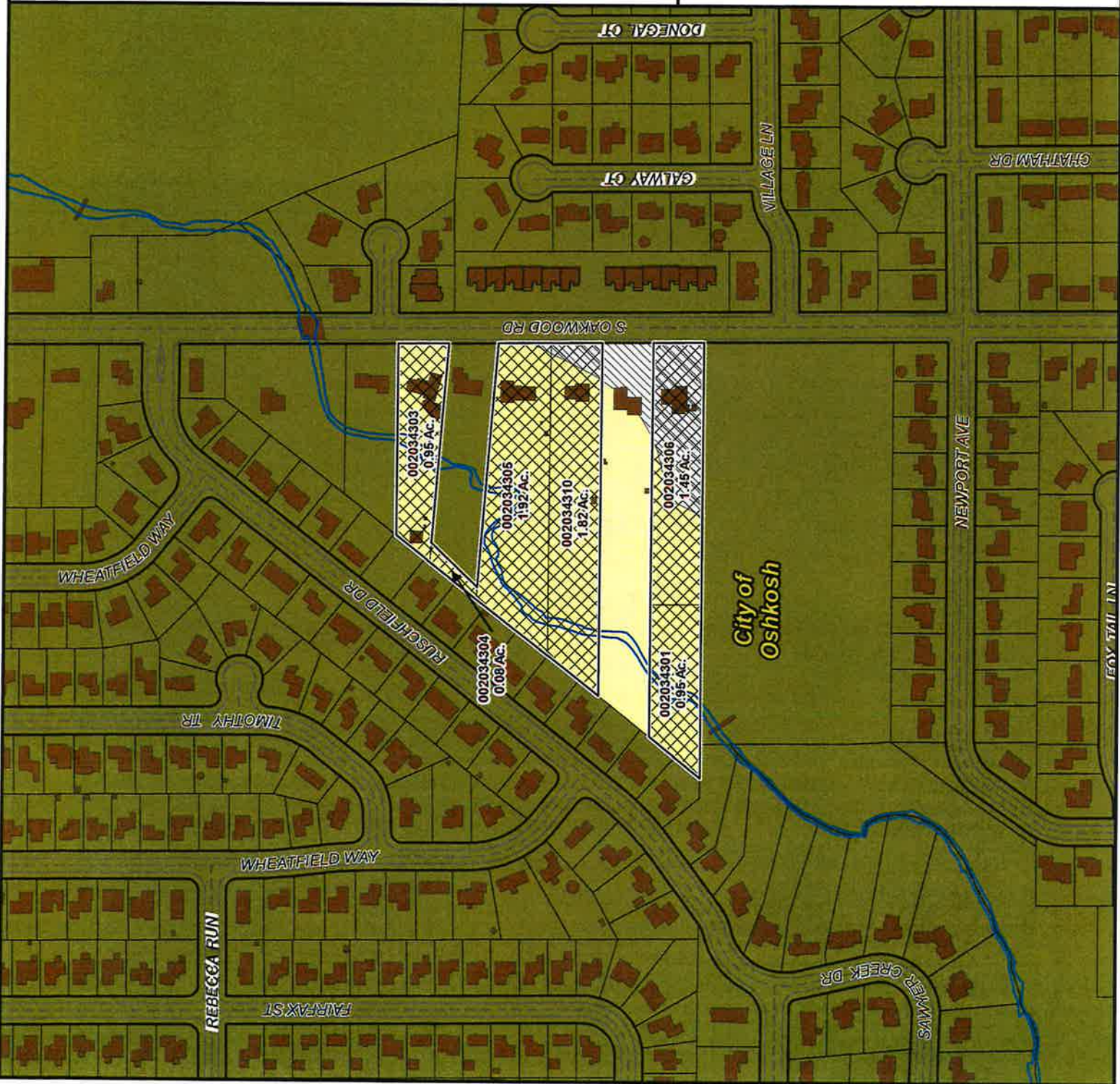
Winnebago County  
 WINGS Project

**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



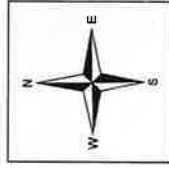
City of Oshkosh



**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**  
City of Oshkosh  
Zone B Attachment  
Area #21

Subject Parcel(s):

002008401 / 00200890201 /  
00200890203 / 00200910202

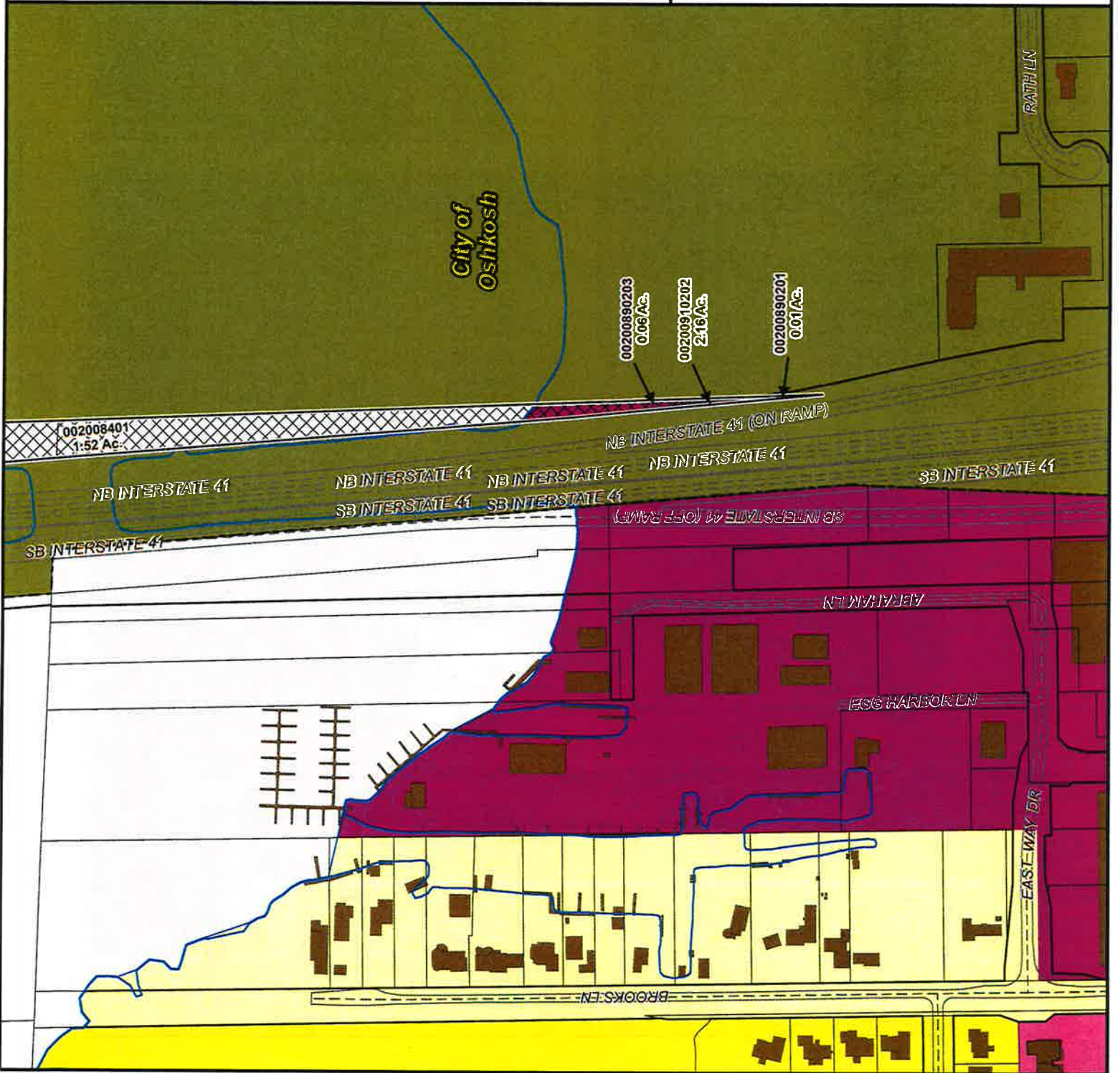


Winnebago County  
WINGS Project

**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



Ord 13-100

ORDINANCE

Wilson Voluntary Delayed Attachment  
Request / 2849 Homestead Drive – Town  
of Algoma



8 4 2 6 9 8 2

Tx:4312971

**DOC# 1767876**

**NATALIE STROHMEYER  
REGISTER OF DEEDS  
WINNEBAGO COUNTY, WI**

**RECORDED ON:  
06/07/2018 09:13 AM**

**RECORDING FEE:**

**PAGES: 4**

Document Number

Document Title

Attached: 002-0340-13

Recording Area

Name and Return Address

0248

CITY CLERK'S OFFICE  
PAMELA R. UBRIG  
P.O. BOX 1130  
OSHKOSH WI 54902-1130

N/A

Parcel Identification No.

C-4

FEBRUARY 12, 2013    FEBRUARY 26, 2013  
FIRST READING        SECOND READING

13-68    13-100    ORDINANCE  
CONT'D

HOMESTEAD DRIVE TO THE POINT OF BEGINNING; THENCE SOUTH 00°25'31" EAST, 190.00 FEET TO A POINT ON THE NORTH LINE OF THE FIRST ADDITION TO WESTLEIGH FARMS SUBDIVISION; THENCE NORTH 89°17'05" WEST, 100.00 FEET ALONG SAID NORTH LINE OF THE FIRST ADDITION TO WESTLEIGH FARMS SUBDIVISION; THENCE NORTH 00°25'31" WEST, 190.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF HOMESTEAD DRIVE; THENCE SOUTH 89°16'39" EAST, 100.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HOMESTEAD DRIVE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 18,996 SQUARE FEET OR 0.4361 ACRES, MORE OR LESS.

SECTION 2. Sections 1-28 and 1-29 of the Oshkosh Municipal Code pertaining to Boundaries, Wards, Polls, Benchmarks are hereby amended so as to reflect the provisions of this Ordinance and the proper City officials are hereby authorized and directed to make such changes.

SECTION 3. The proper City officials are hereby authorized and directed to comply with the following requirements of Section 66.0217(9)(a) and 66.0307(10) of the Wisconsin Statutes and the City Clerk shall give written notice to the Secretary of State.

SECTION 4. Said property hereinabove described is hereby temporarily zoned as follows: R-1 Single Family.

SECTION 5. This Ordinance shall be in full force and effect 5 years from the Sunday after its passage and publication or in accordance with the approved Cooperative Plan between the Town of Algoma and the City of Oshkosh.

SECTION 6. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #13-100 APPROVE WILSON VOLUNTARY DELAYED ATTACHMENT REQUEST / 2849 HOMESTEAD DRIVE – TOWN OF ALGOMA on February 26, 2013. The full text of the Ordinance may be obtained at the Office of the City Clerk, 215 Church Ave. and on the City's website at [www.ci.oshkosh.wi.us](http://www.ci.oshkosh.wi.us). Clerk's phone: (920) 236-5011.

STATE OF WISCONSIN        )  
COUNTY OF WINNEBAGO    ) SS  
CITY OF OSHKOSH            )

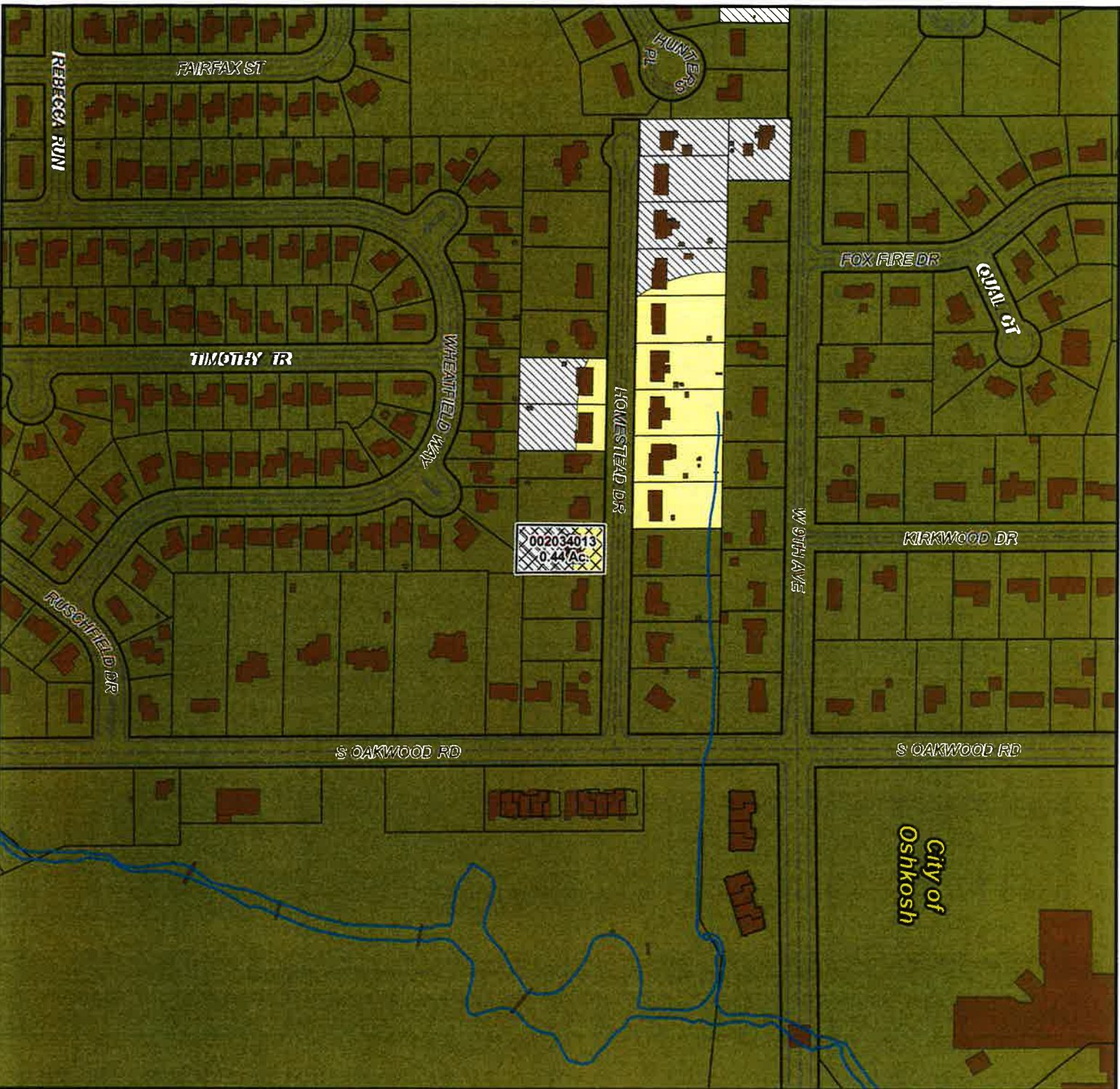
I, PAMELA R. UBRIG, City Clerk for the City of Oshkosh, Winnebago County, Wisconsin, do hereby certify that the foregoing ordinance (13-100) is a true and correct copy of the original on file in my office, adopted by the Common Council of the City of Oshkosh, Wisconsin at the meeting held on February 26, 2013.

Witness my hand and the Corporation seal of the City of Oshkosh, Wisconsin.

DATED:        June 6, 2018

  
\_\_\_\_\_  
City Clerk of the City of Oshkosh,  
Winnebago County, Wisconsin





City of  
Oshkosh

002034013  
0.44 AC

**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**

**City of Oshkosh  
Wilson Voluntary  
Delayed Attachment**

Subject Parcel(s):  
002034013



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 Extrajurisdictional  
Zoning Jurisdiction

Incorporated Area

CB



8 4 6 9 0 3 2  
Tx:4343694

Document Title

City of Omro  
Annexation Ordinance  
180918-C#483

**DOC# 1780486**

**NATALIE STROHMEYER  
REGISTER OF DEEDS  
WINNEBAGO COUNTY, WI**

**RECORDED ON:  
12/05/2018 08:31 AM**

**RECORDING FEE:  
PAGES: 6**

*Charge*

Name and Return Address

City of Omro  
205 S. Webster Avenue  
Omro, WI 54963

Annexed: 016-0427-03  
016-0427-04

016042703

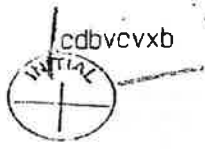
Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THE LEGAL DOCUMENT – DO NOT REMOVE**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as The granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

C





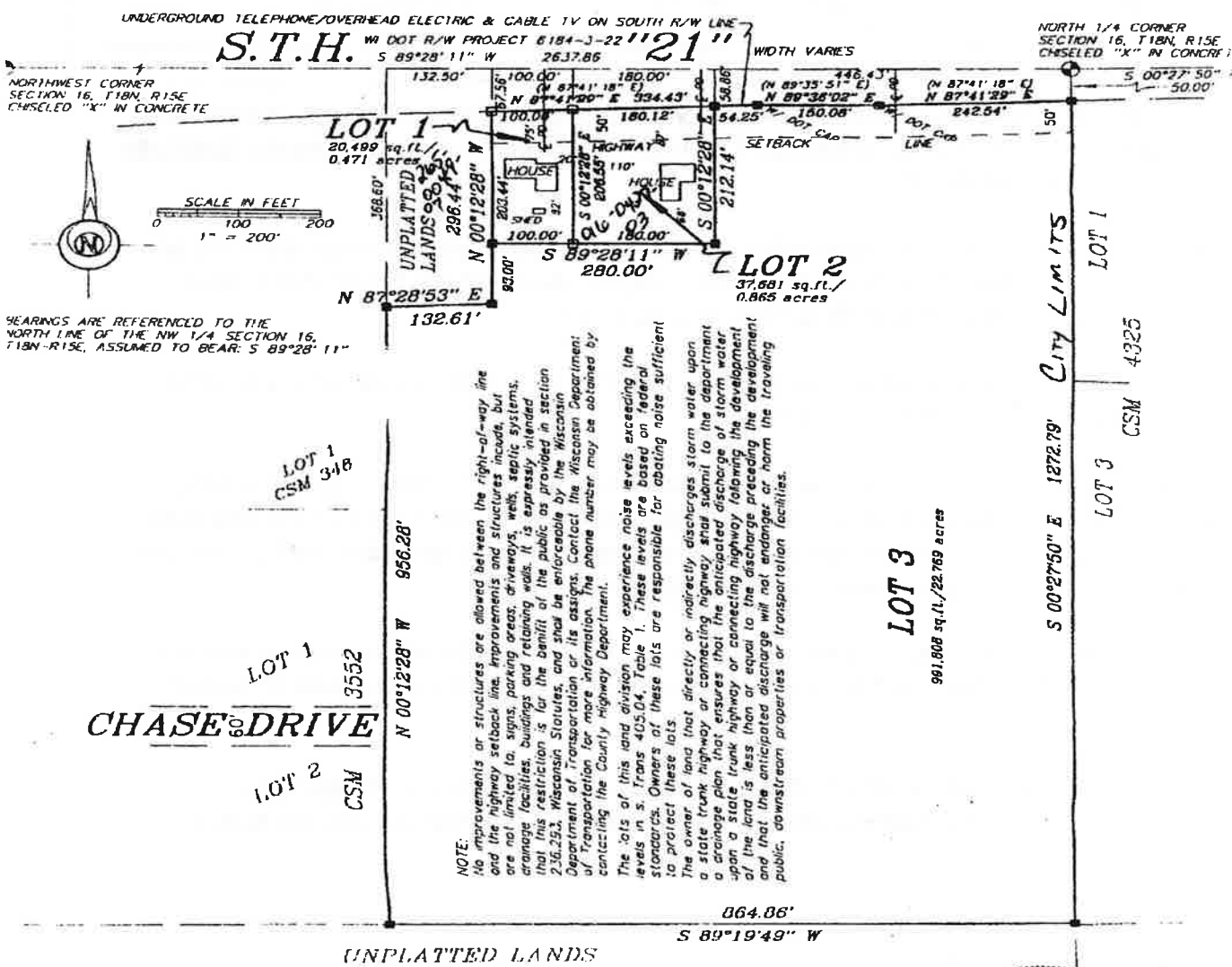
1924 East Main Street

# Certified Survey Map No. 4694

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16,  
TOWNSHIP 18 NORTH, RANGE 15 EAST, TOWN OF OMRO,  
WINNEBAGO COUNTY, WISCONSIN.

PREPARED FOR:  
JOE BONNETT  
2121 INDIAN CREEK DRIVE  
MANITOWOC, WI 54220

DOT APPROVAL NO. 70-021-0432-00-C

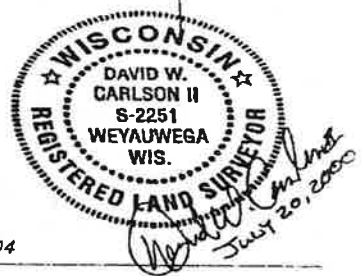


**NOTE:**  
No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures incadd, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.25, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department.

The lots of this land division may experience noise levels exceeding the levels in s. Trans. 405.04, Table 1. These levels are based on federal standards. Owners of these lots are responsible for abating noise sufficient to protect these lots.

The owner of land that directly or indirectly discharges storm water upon a state trunk highway or connecting highway shall submit to the department a drainage plan that ensures that the anticipated discharge of storm water upon a state trunk highway or connecting highway following the development of the land is less than or equal to the discharge preceding the development and that the anticipated discharge will not endanger or harm the traveling public, downstream properties or transportation facilities.

- LEGEND**
- 1" x 24" Iron Pipe Set
  - 1" Iron Pipe Found
  - 3/4" Rebar Found
  - ▲ 1 1/4" Rebar Found
  - ⊙ Government Corner
  - ( ) Recorded As



**M&E Martenson & Eisele, Inc.**  
Land Surveying, Engineering & Planning  
109 West Main Street  
Omro, WI 54963 Ph. 920-685-6240

PROJECT NO. 0-0530-004  
FIELD BOOK SDR/FILE PAGE  
COMPUTER FILE wn-18-15-16-0-0530-004.S70

Winnebago County, Wisconsin described as follows: Commencing at the North  $\frac{1}{4}$  corner of said Section 16; thence South 50.00 feet along the East line of said Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; thence West 446.85 feet to the point of beginning; thence South 212.14 feet, thence West 180 feet, thence North 206.55 feet, thence East to the point of beginning.

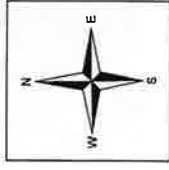
2. In addition: The remaining portion (South  $\frac{1}{2}$ ) of Highway 21 from the west side of parcel 265-0049-07 Part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 16, Township 18 North, Range 15 East, City of Omro, Winnebago County, Wisconsin described as follows: Commencing at the North  $\frac{1}{4}$  corner of said Section 16, West 858.93 feet, encompassing the remainder of Highway 21 that currently lies within the township.
3. Described area containing .86 acres more or less, which is the same real estate as set forth in the Annexation Petition, be hereby annexed to the City of Omro as located in Winnebago County, State of Wisconsin.
4. The territory is annexed to the City of Omro for zoning purposes as: C-2 Highway Commercial with Residential Use. The property was zoned B-3 General Business District with a Residential Use with the Town of Omro.
5. That a scale-map of the area, showing the boundaries of annexation territory and its relationship to the boundaries of the City of Omro, is hereby adopted by reference.
6. The current population of the territory being annexed is one (1) person, determined in accordance with the definition under Section 66.0217(3) and 66.013(2)(b), Wis. Stats.
7. This Annexation Ordinance shall be effective upon its enactment by a two-thirds vote of the Common Council of the City of Omro.
8. The City Clerk of the City of Omro shall file with the Wisconsin Secretary of State a certified copy of this Annexation Ordinance and with each company providing utility services in the area annexed. One original copy of this Annexation Ordinance shall be provided to the Winnebago County Register of Deeds for recording/filing purposes, and one certified copy shall be filed with the Clerk of each affected school district and township.

BE IT FURTHER RESOLVED that ORD: 180918-C#483 shall become effective as of its publication in the Omro Herald on October 18, 2018.

**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**

City of Omro  
Annexation Ordinance  
180918-C#483

Subject Parcel(s):  
016042703 & 016042704

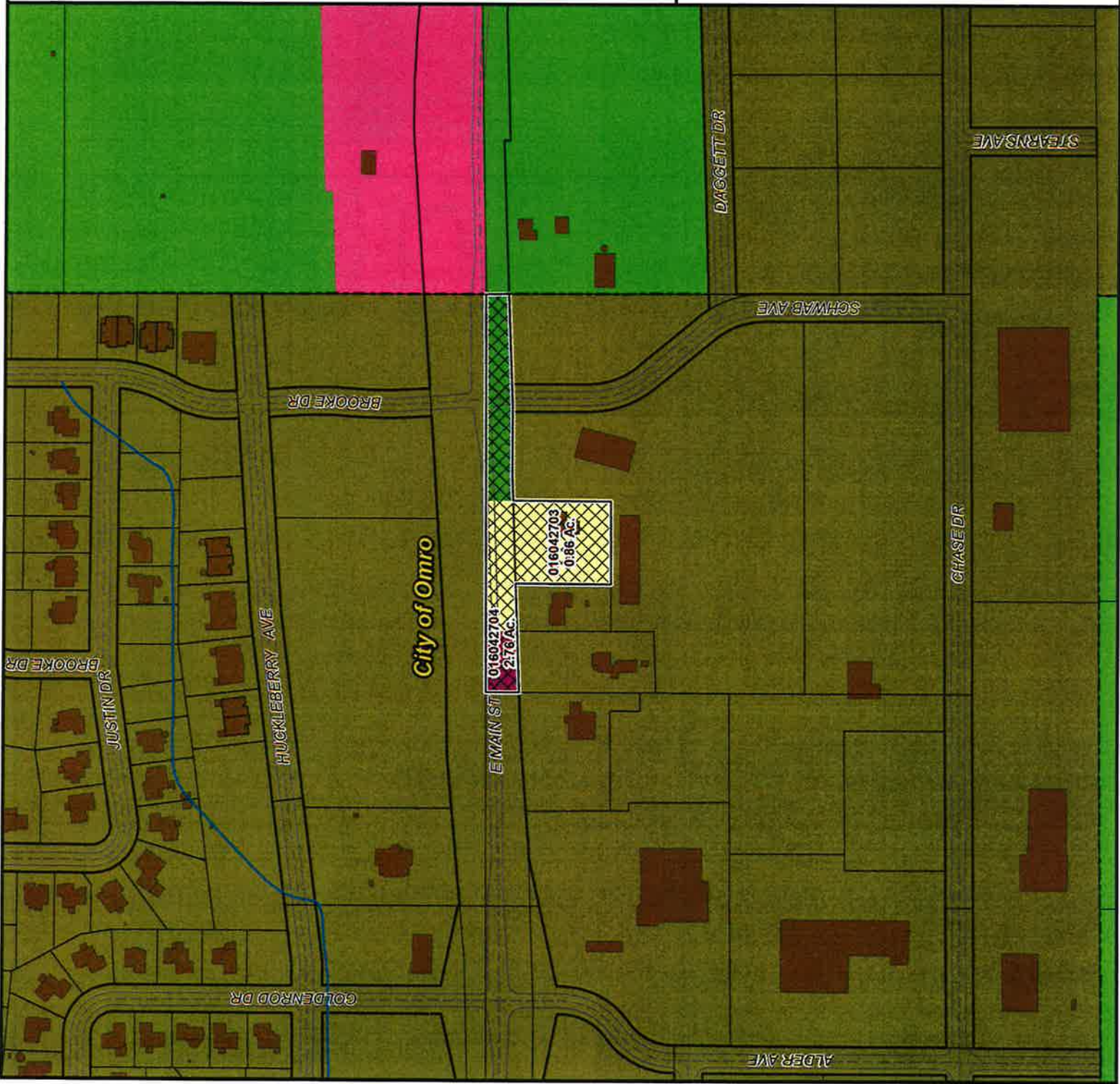


Winnebago County  
WINGS Project

**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



DOCUMENT  
NUMBER

Ordinance No. 2018-18  
Town of Vinland Annexation  
December 19, 2018  
(TITLE OF DOCUMENT)



8 4 7 4 6 1 2  
Tx:4347881

**DOC# 1782107**

**NATALIE STROHMEYER  
REGISTER OF DEEDS  
WINNEBAGO COUNTY, WI**

**RECORDED ON:  
01/04/2019 11:13 AM**

**RECORDING FEE:**

**PAGES: 7**

*Annexation Ordinance  
No. 2018-18*

Recording Area

Return to:  
City Clerk's Office  
City of Neenah, PO Box 426  
Neenah, WI 54957-0426

*CHARGE  
0221*

Parcel No.: 026-0256-03

026-0256-04

This instrument was drafted by:  
City Attorney James G. Godlewski  
211 Walnut Street  
Neenah, WI 54956  
State Bar No: 1005210

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

This information must be completed by submitter: document title, name and return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes 59.517

WRDA 2/96

*c-1*





AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 7.876 Acres of land along  
Woodenshoe Road – Integrity Construction,  
LLC owned property to the City of Neenah.

ORDINANCE NO. 2018-18  
Introduced: December 19, 2018

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Vinland, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

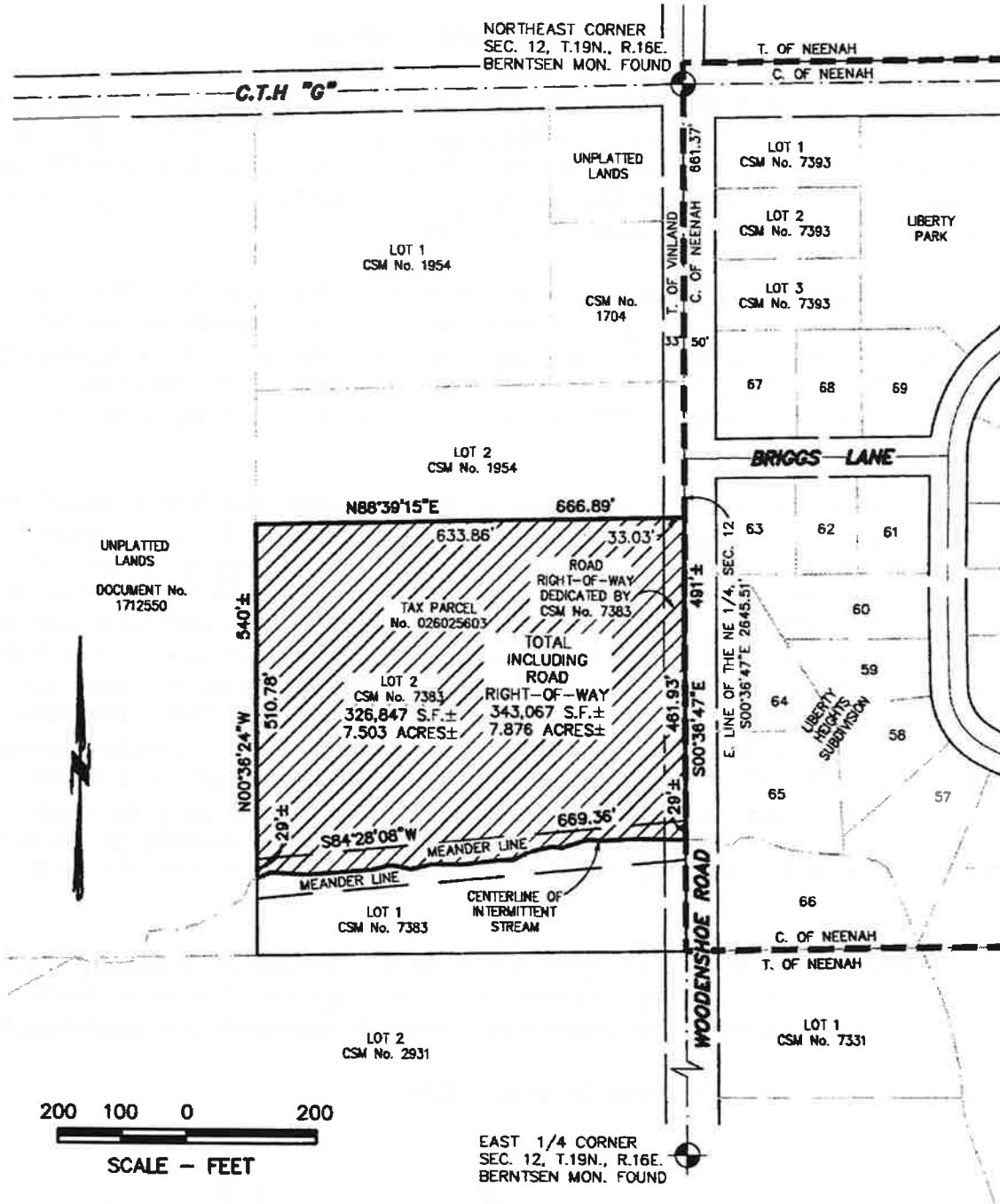
All of Lot 2 of Certified Survey Map No. 7383, recorded as Document No. 1771789 on 07/31/2018 at 09:11 a.m. and a part of Woodenshoe Road as dedicated by Certified Survey Map No. 7383, located in the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 343,067 square feet (7.876 acres) more or less of land, being more fully described as follows:

Commencing at the Northeast corner of said Section 12; thence S00°36'47"E, 661.37 feet along the East line of the Northeast 1/4 of said Section 12 to the Easterly extension of the South line of Lot 2 of Certified Survey Map No. 1954 as recorded in Volume 1 of Certified Survey Maps on Page 1954 as Document No. 715811 and the Point of Beginning; thence continue S00°36'47"E, 461.93 feet along said East line to the start of a meander line to an intermittent stream, said point being N00°36'47"W, 29 feet more or less from the centerline of said intermittent stream; thence S84°28'08"W, 669.36 feet along said meander line to the East line of Lands described in Document No. 1712550, said point being N00°36'24"W, 29 feet more or less from the centerline of said intermittent stream; thence N00°36'24"W, 510.78 feet along said East line to the Southwest corner of Lot 2 of said Certified Survey Map No. 1954; thence N88°39'15"E, 666.89 feet along the South line of said Lot 2 and its Easterly extension to the Point of Beginning. Including all the Lands lying between the above described meander line and the centerline of said intermittent stream.

That said territory shall be zoned R-1, Single-Family Residence District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition

# Exhibit 1



NORTHEAST CORNER  
SEC. 12, T.19N., R.17E.  
BERNTSEN MON. FOUND

T. OF NEENAH

C. OF NEENAH

C.T.H "G"

UNPLATTED  
LANDS

LOT 1  
CSM No. 7393

LOT 2  
CSM No. 7393

LIBERTY  
PARK

LOT 3  
CSM No. 7393

LOT 1  
CSM No. 1954

CSM No.  
1704

T. OF VINLAND  
C. OF NEENAH  
661.37'

33' 50'

67 68 69

LOT 2  
CSM No. 1954

BRIGGS LANE

N88°39'15"E 666.89'

UNPLATTED  
LANDS  
DOCUMENT No.  
1712550

540'±

N00°36'24"W

510.78'

28'±

633.86' 33.03'

ROAD  
RIGHT-OF-WAY  
DEDICATED BY  
CSM No. 7383

TAX PARCEL  
No. 026025603

TOTAL  
INCLUDING  
ROAD  
RIGHT-OF-WAY  
343,067 S.F.±  
7.876 ACRES±

LOT 2  
CSM No. 7383  
326,847 S.F.±  
7.503 ACRES±

491'±

461.93'

29'±

S00°36'47"E

WOODSHOE ROAD

E. LINE OF THE NE 1/4, SEC. 12  
S00°36'47"E 2645.51'

63 62 61

60

59

64

LIBERTY  
HEIGHTS  
SUBDIVISION

58

65

57

S84°28'08"W

669.36'

MEANDER LINE

MEANDER LINE

CENTERLINE OF  
INTERMITTENT  
STREAM

LOT 1  
CSM No. 7383

C. OF NEENAH

T. OF NEENAH

LOT 2  
CSM No. 2931

LOT 1  
CSM No. 7331

200 100 0 200  
SCALE - FEET

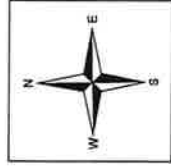
EAST 1/4 CORNER  
SEC. 12, T.19N., R.17E.  
BERNTSEN MON. FOUND

# Request to Remove Attached/ Annexed Area from Town/County Zoning Map

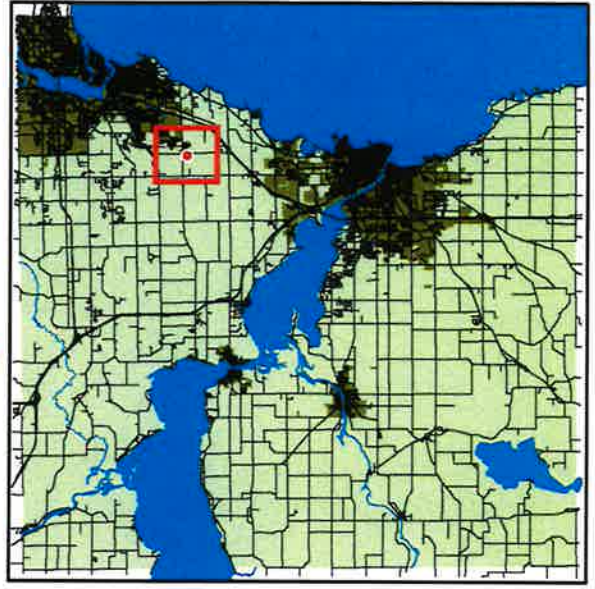
City of Neenah  
Annexation Ordinance No. 2018-18

Subject Parcel(s):  
026025603 & 026025604(P)

Winnebago County  
WINGS Project

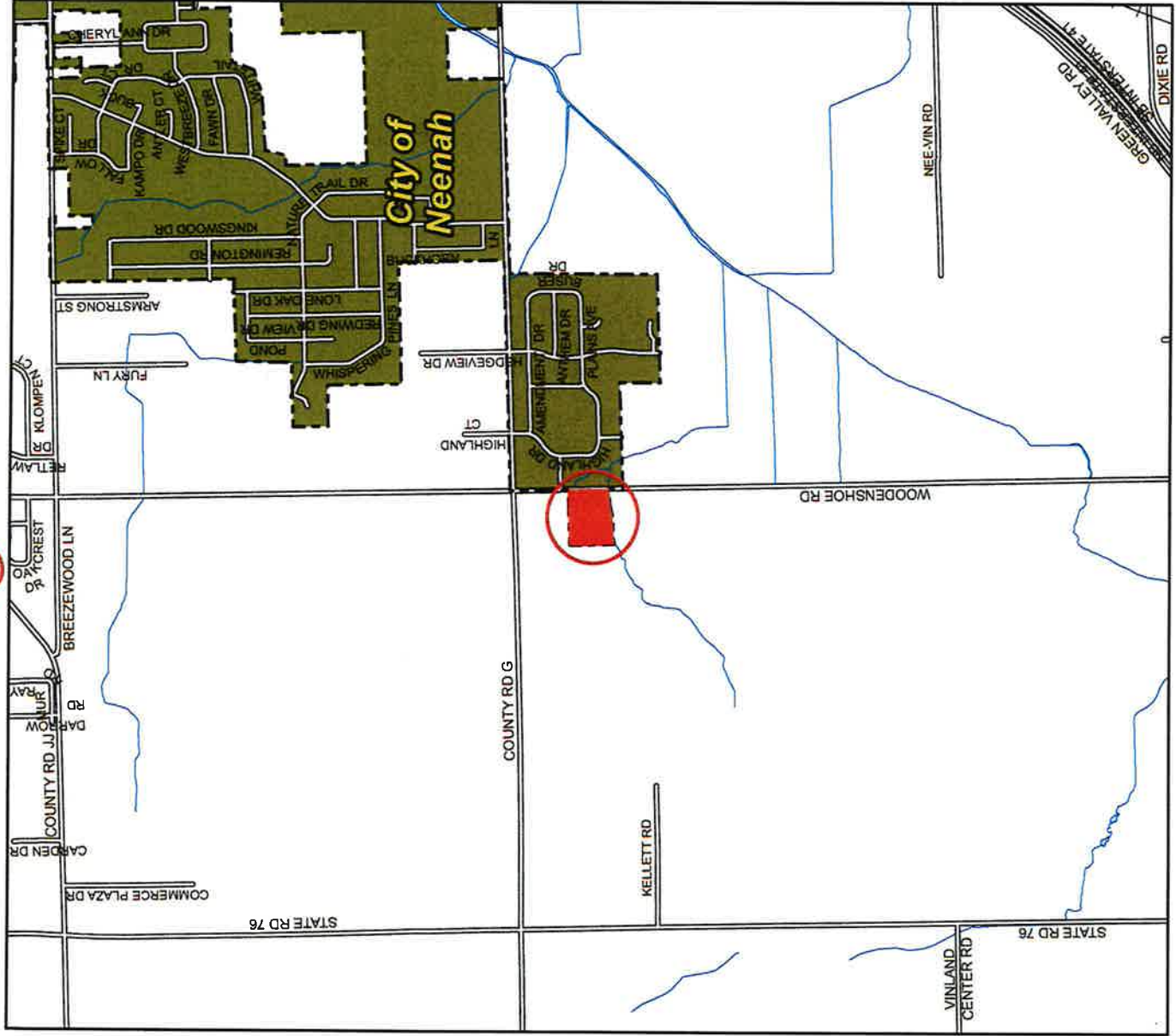


● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

DOCUMENT  
NUMBER

**Ordinance No. 2019-01**  
**Larson Annexation**  
**February 6, 2019**  
(TITLE OF DOCUMENT)



8 4 8 5 3 4 1  
Tx:4355875

**DOC# 1784942**  
**NATALIE STROHMEYER**  
**REGISTER OF DEEDS**  
**WINNEBAGO COUNTY, WI**  
**RECORDED ON:**  
**03/04/2019 02:53 PM**  
**RECORDING FEE:**  
**PAGES: 5**

Recording Area

Return to:  
City Clerk's Office  
City of Neenah, PO Box 426  
Neenah, WI 54957-0426

CHG  
221

Parcel No.: **010-0425-01**

This instrument was drafted by:  
City Attorney James G. Godlewski  
211 Walnut Street  
Neenah, WI 54956  
State Bar No: 1005210

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Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes 59.517

WRDA 2/96

C 5



**Neenah**  
WISCONSIN  
**211 Walnut Street**  
**Neenah, WI 54956**

AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 0.85 Acres of land along Bayview  
Road – Richard O. & Susan K. Larson  
Revocable Trust owned property to the City of  
Neenah.

ORDINANCE NO. 2019-01  
Introduced: January 16, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

# AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin, containing 37,029 Square Feet (0.8501 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 34; thence N00°33'21"W, 800.90 feet along the east line of the Northeast 1/4 of Section 34 to the Point of Beginning; thence S89°52'39"W, 322.00 feet; thence N00°33'21"W, 115.00 feet; thence N89°52'39"E, 322.00 feet to the east line of the Northeast 1/4 of Section 34; thence S00°33'21"E, 115.00 feet along said east line to the Point of Beginning.

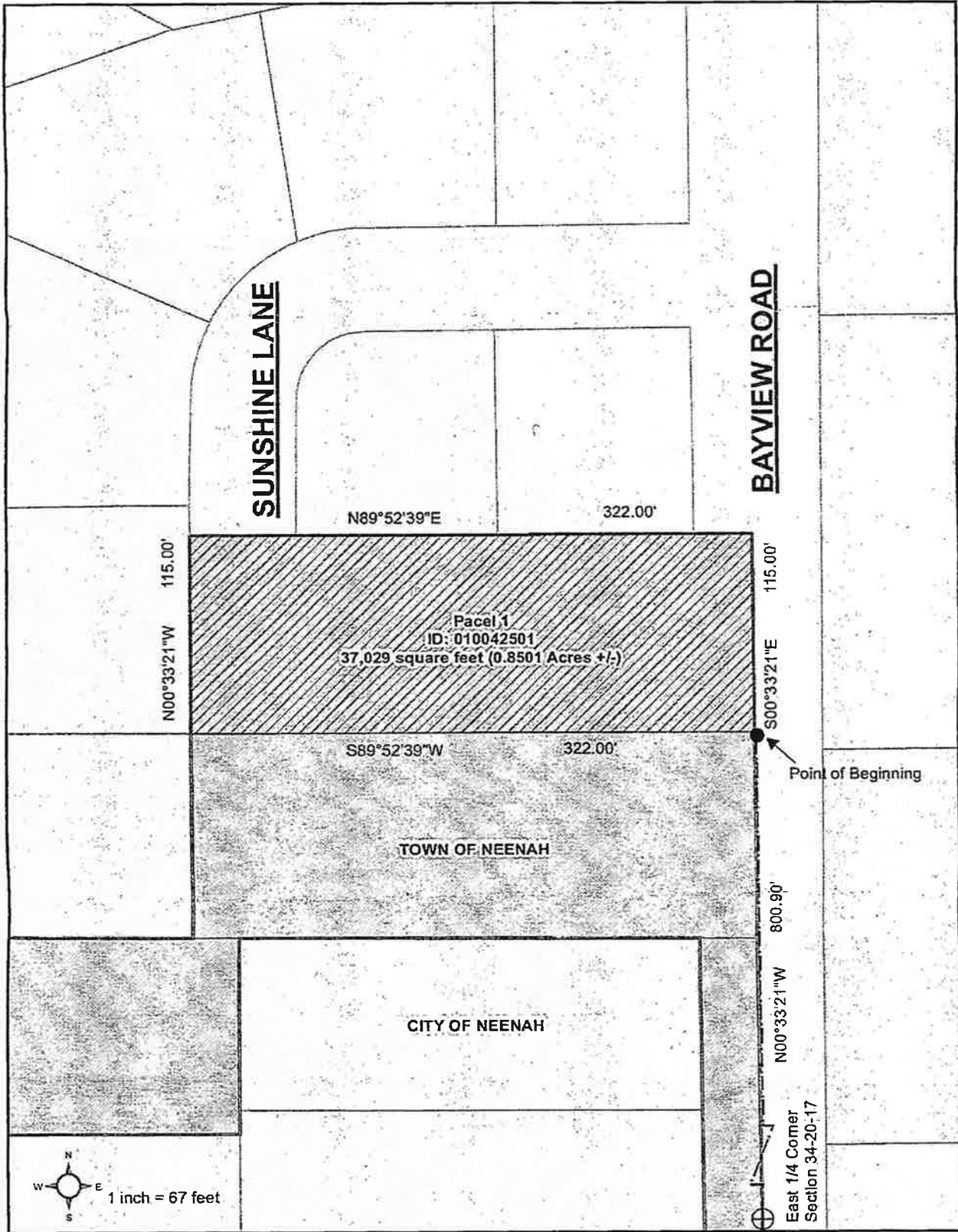
That said territory shall be zoned R-1, Single-Family Residence District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14183. The annexation area is 0.85 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 010042501 and the population of all people living on the transferred land is 0.

**Section 3.** That the limits of the Second Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.



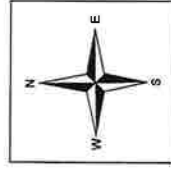
Exhibit 1



# Request to Remove Attached/ Annexed Area from Town/County Zoning Map

City of Neenah  
Annexation Ordinance No. 2019-01

Subject Parcel(s):  
010042501



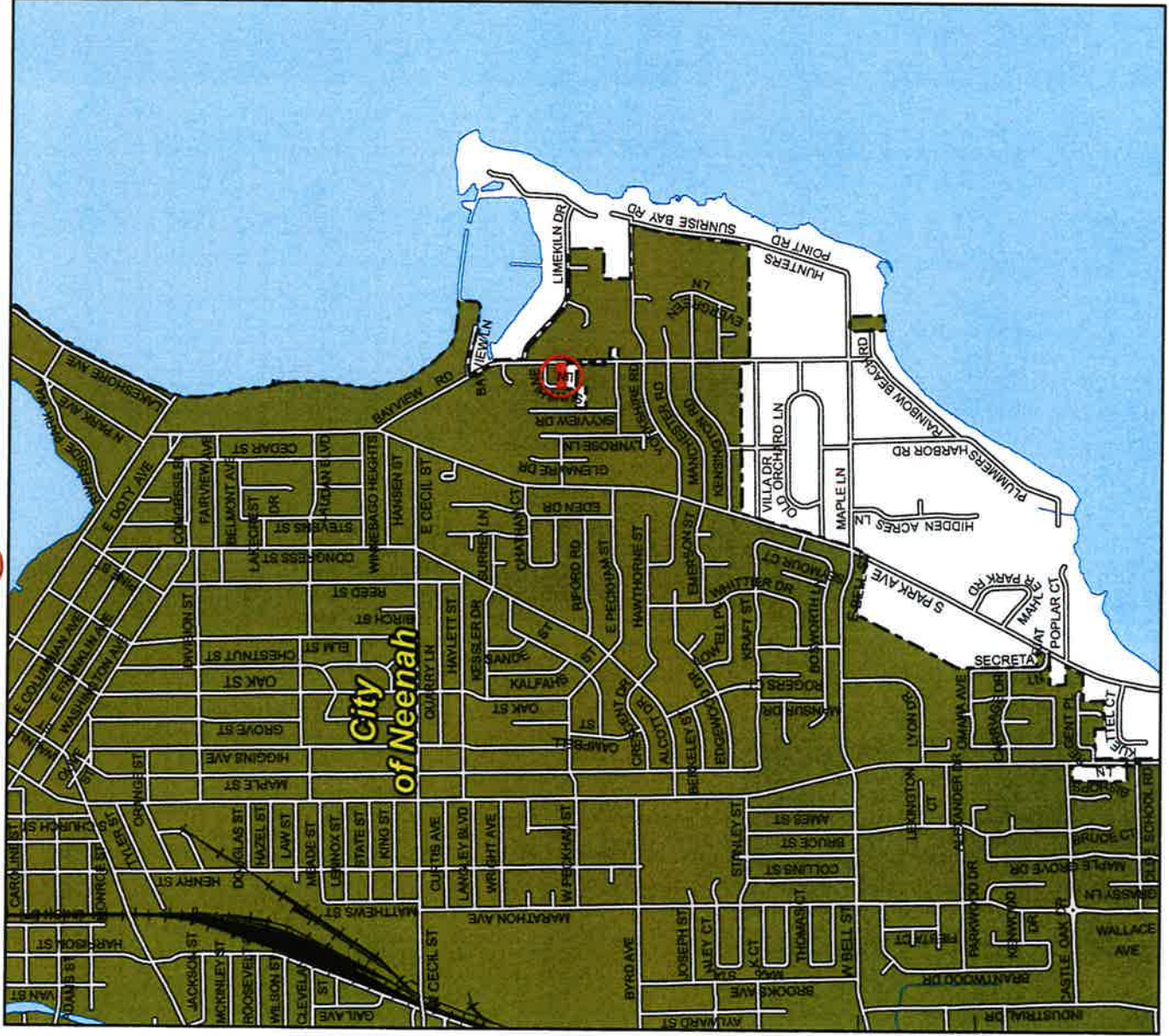
Winnebago County  
WINGS Project

● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet



DOCUMENT  
NUMBER

**Ordinance No. 2019-03**  
**Brazil Annexation**  
**February 6, 2019**  
(TITLE OF DOCUMENT)



8 4 8 5 3 4 2  
Tx:4355875

**DOC# 1784943**  
**NATALIE STROHMEYER**  
**REGISTER OF DEEDS**  
**WINNEBAGO COUNTY, WI**  
**RECORDED ON:**  
**03/04/2019 02:53 PM**  
**RECORDING FEE:**  
**PAGES: 5**

Recording Area

Return to:  
City Clerk's Office  
City of Neenah, PO Box 426  
Neenah, WI 54957-0426

CHG  
221

Parcel No.: 010-0085-00-00

This instrument was drafted by:  
City Attorney James G. Godlewski  
211 Walnut Street  
Neenah, WI 54956  
State Bar No: 1005210

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

This information must be completed by submitter: document title, name and return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes 59.517

WRDA 2/96

C #5



AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 14.516 Acres of land north of the 2<sup>nd</sup>  
Addition to Nature Trails Subdivision and west of  
the Eaglecrest Estates Subdivision – Betty  
Brazil owned property to the City of Neenah.

ORDINANCE NO. 2019-03  
Introduced: February 6, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06, Township 19 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin, containing 632,318 Square Feet (14.5160 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 06; thence, along the East line of the fractional Northwest 1/4 of said Section 06, S00°38'26"E, 1526.18 feet to the point of beginning; thence continuing along said East line, S00°38'26"E, 642.45 feet to the North line of 2nd Addition to Nature Trail; thence, along said North line and the extension thereof, S88°52'07"W, 1310.40 feet to the Southwest corner of the Southeast 1/4 of said Fractional Northwest 1/4, as evidenced; thence, along the West line of said Southeast 1/4 of the Fractional Northwest 1/4 as evidenced, N00°26'24"W, 321.71 feet; thence N88°54'14"E, 650.35 feet; thence N00°25'25"W, 321.01 feet to the Southwest corner of Lot 1 CSM 6541; thence along South line of said Lot 1, N88°51'18"E, 657.70 feet to the point of beginning.

That said territory shall be zoned R-1, Single-Family Residence District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14184. The annexation area is 14.516 acres in size and



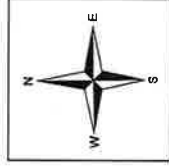


**Request to Remove Attached/  
Annexed Area from Town/County  
Zoning Map**

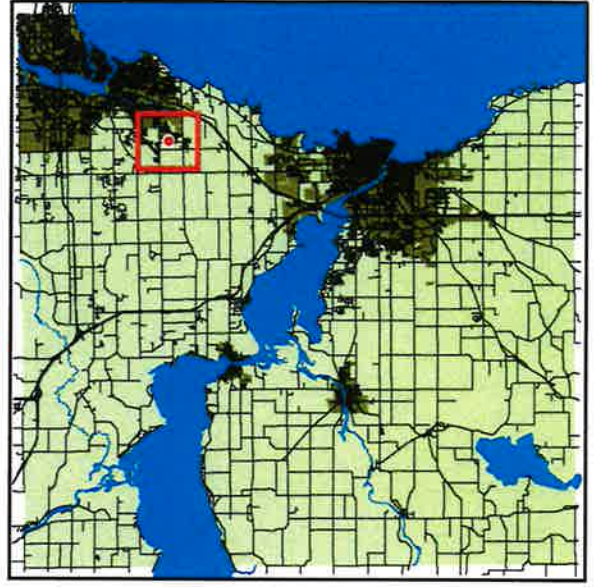
**City of Neenah  
Annexation Ordinance No. 2019-03**

**Subject Parcel(s):  
0100085**

*Winnebago County  
WINGS Project*

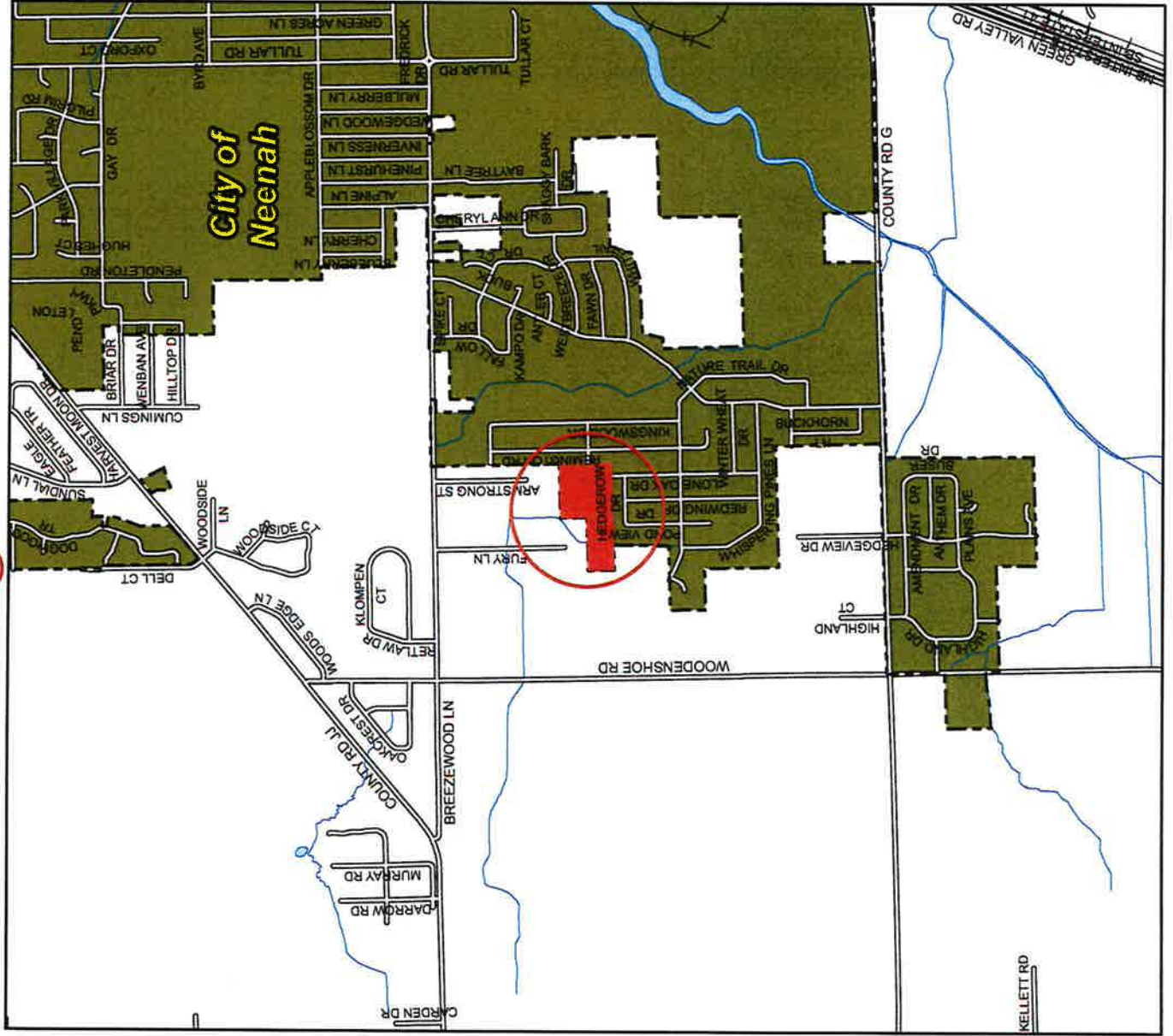


**● = SITE**



**WINNEBAGO COUNTY**

**○ = SITE**



**1 inch : 2,000 feet**

DOCUMENT  
NUMBER

**Ordinance No. 2019-04 Corrected**  
**Loren's Auto Salvage Annexation**  
**February 18, 2019**  
(TITLE OF DOCUMENT)



8 4 8 6 4 0 3  
Tx:4356690

**DOC# 1785172**  
**NATALIE STROHMEYER**  
**REGISTER OF DEEDS**  
**WINNEBAGO COUNTY, WI**  
**RECORDED ON:**  
**03/08/2019 02:36 PM**  
**RECORDING FEE:**  
**PAGES: 6**

Recording Area

Return to:  
City Clerk's Office  
City of Neenah, PO Box 426  
Neenah, WI 54957-0426

*Charge*

Parcel No.: 010-0044-02-01  
010-0044-01  
010-0044-02  
010-0045  
010-0049-01  
010-0050  
010-0051

This instrument was drafted by:  
City Attorney James G. Godlewski  
211 Walnut Street  
Neenah, WI 54956  
State Bar No: 1005210

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

This information must be completed by submitter: document title, name and return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes 59.517

WRDA 2/96

*WR*



211 Walnut Street  
Neenah, WI 54956

AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 18.97 Acres of land along the east side of I-41 and between Bell Street and County Road G – Loren’s Auto Recycling, LLC owned property to the City of Neenah.

ORDINANCE NO. 2019-04 **Corrected**  
Introduced: February 18, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** Pursuant to Section 66.0217(3), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the NE 1/4 of Section Five (5), Township Nineteen (19) North, Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin, containing 826,260 Square Feet (18.97 Acres) of land described as follows:

Commencing at the East 1/4 corner of said Section 5; thence South 87 degrees 43 minutes 09 seconds West, 33.00 feet along the south line of the fractional northeast 1/4 of Section 5 to the west right-of-way line of Schultz Drive and the **Point of Beginning**; thence continuing South 87 degrees 43 minutes 09 seconds West, 759.47 feet more or less, to the east right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad); thence North 20 degrees 08 minutes 37 seconds East along the easterly right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 896.56 feet; thence North 69 degrees 51 minutes 42 seconds West along the east right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 33.00 feet; thence North 20 degrees 08 minutes 38 seconds East, continuing along the easterly right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 586.15 feet; thence South 88 degrees 44 minutes 26 seconds West along the easterly right-of-way line of Interstate 41 a distance of 85.22 feet; thence 321.64 feet along a 01 degree 40 minute curve to the west having a radius of 3907.22 feet and chord which bears North 04 degrees 00 minutes 49 seconds East, 321.54 feet; thence North 33 degrees 55 minutes 24 seconds East along the easterly right-of-way line of Interstate 41 a distance of 342.28 feet; thence North 88 degrees 44 minutes 09





**CERTIFICATE OF ANNEXATION**  
**Corrected**

I, Patricia A. Sturn, City Clerk of the City of Neenah, County of Winnebago, State of Wisconsin, **DO HEREBY CERTIFY** that the following described property was detached from the Town of Neenah, County of Winnebago and was annexed to the City of Neenah pursuant to Section 66.0217(2) of the Wisconsin Statutes by an ordinance (Ordinance No. 2019-04) adopted by the Common Council of the City of Neenah at a special meeting held on February 18, 2019:

Part of the NE 1/4 of Section Five (5), Township Nineteen (19) North, Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin, containing 826,260 Square Feet (18.97 Acres) of land described as follows:

Commencing at the East 1/4 corner of said Section 5; thence South 87 degrees 43 minutes 09 seconds West, 33.00 feet along the south line of the fractional northeast 1/4 of Section 5 to the west right-of-way line of Schultz Drive and the **Point of Beginning**; thence continuing South 87 degrees 43 minutes 09 seconds West, 759.47 feet more or less, to the east right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad); thence North 20 degrees 08 minutes 37 seconds East along the easterly right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 896.56 feet; thence North 69 degrees 51 minutes 42 seconds West along the east right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 33.00 feet; thence North 20 degrees 08 minutes 38 seconds East, continuing along the easterly right-of-way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 586.15 feet; thence South 88 degrees 44 minutes 26 seconds West along the easterly right-of-way line of Interstate 41 a distance of 85.22 feet; thence 321.64 feet along a 01 degree 40 minute curve to the west having a radius of 3907.22 feet and chord which bears North 04 degrees 00 minutes 49 seconds East, 321.54 feet; thence North 33 degrees 55 minutes 24 seconds East along the easterly right-of-way line of Interstate 41 a distance of 342.28 feet; thence North 88 degrees 44 minutes 09 seconds East a distance of 79.80 feet, more or less, to the east line of Section Five (5), Township Nineteen (19) North, Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin; thence South 03 degrees 00 minutes 54 seconds East along the east line of said Section Five (5), 1072.13 feet, to the north right-of-way of Enterprise Drive; thence South 87 degrees 13 minutes 34 seconds West along the north right-of-way line of Enterprise Drive a distance of 33.26 feet to the west right-of-way line of Schultz Drive; thence South 03 degrees 01 minutes 54 seconds East along the west right-of-way line of Schultz Drive a distance of 906.82 feet to the **Point of Beginning**.

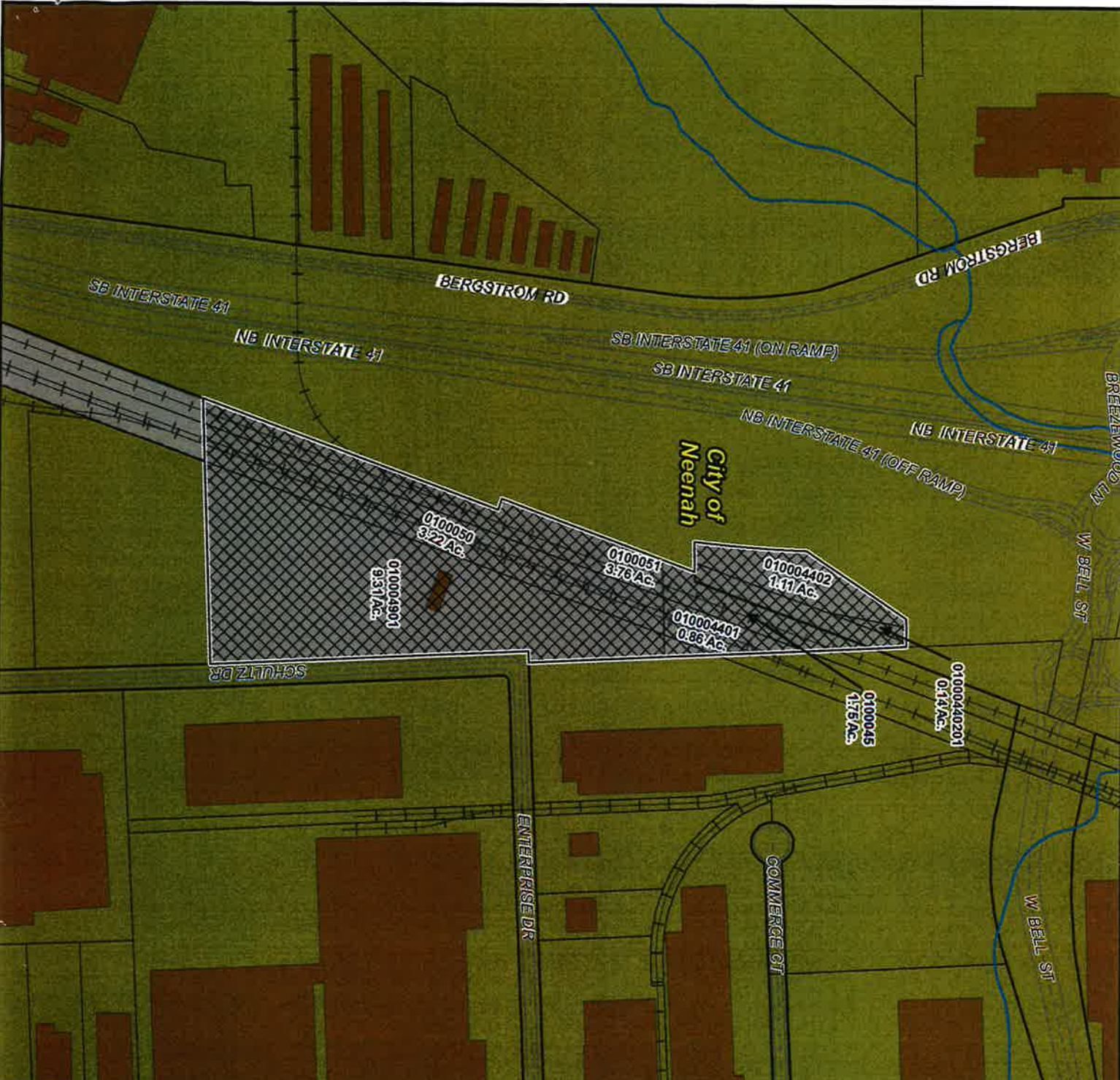
That said territory shall be zoned temporary I-1, Planned Business Center District.

I further certify that the plat attached hereto is a true and correct plat of the territory annexed and that the boundaries of the Second Aldermanic District (Ward 15) have been extended to include the above description and at the time of the original annexation there were (0) residents in population in said territory.

Dated at Neenah, Wisconsin this 18<sup>th</sup> day of February 2019.

  
Patricia A. Sturn, City Clerk

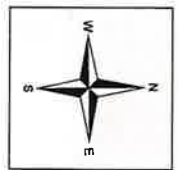




**Request to Remove  
Attached/Annexed Area  
from Town/County  
Zoning Map**

**City of Neenah  
Annexation Ordinance  
No. 2019-04**

**Subject Parcel(s):  
010004401 / 010004402 /  
01000440201 / 0100045 /  
010004901 / 0100050 /  
0100051**



Winnebago County  
WINGS Project

**Scale**  
1 inch : 400 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 Extrajurisdictional Zoning Jurisdiction

Incorporated Area

1 **173-062021**

2 **RESOLUTION: Commendation for Mary Bolz**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5

6 **WHEREAS, Mary Bolz** has been employed with the Winnebago County Human Services  
7 Department for the past thirty-one years, and during that time has been a most conscientious and devoted  
8 County employee; and

9 **WHEREAS,** Mary Bolz has now retired from those duties, and it is appropriate for the Winnebago  
10 County Board of Supervisors to acknowledge her years of service.

11

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that  
13 sincere appreciation and commendation is hereby extended to Mary Bolz for the fine services she has  
14 rendered to Winnebago County.

15

16 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to  
17 Mary Boltz.

18

Respectfully submitted by:

19 Committee Vote: **5-0**

**PERSONNEL AND FINANCE COMMITTEE**

20

21 Vote Required for Passage: **Majority.**

22

23

24 Approved by the Winnebago County Executive this \_\_\_ day of \_\_\_\_\_, 2021

25

26

\_\_\_\_\_  
Jonathan D. Doemel

27

Winnebago County Executive

28

1 **175-062021**

2 **RESOLUTION: Adjusting Wages for Certified Nursing Assistants at Park View Health Center**

3

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5 **WHEREAS**, there is a severe nationwide and local shortage of Certified Nursing Assistants  
6 (hereinafter referred to as "C.N.A.'s") to work at skilled nursing facilities; and

7 **WHEREAS**, the labor market for C.N.A.'s has been changing in response to this shortage, and,  
8 reacting to changes in that labor market, and pursuant to the reclassification procedures in Section 7 of  
9 the Winnebago County Compensation Plan, the Personnel & Finance Committee has reclassified the  
10 county's C.N.A. position from grade 13P to grade 15 of the Compensation Schedule; and

11 **WHEREAS**, this reclassification means that the pay rates for all C.N.A.'s whose pay is currently  
12 below the minimum of grade 15 must be increased to the minimum of grade 15, which at \$16.95 is \$1.88  
13 above the minimum of grade 13P, which is \$15.07; and

14 **WHEREAS**, if no further adjustments to C.N.A. wages are made, then a majority of the county's  
15 C.N.A. wage rates will be at or very near the minimum of grade 15, so that experienced C.N.A.'s will be  
16 paid the same as new C.N.A.'s, and pay differences caused by merit increases earned over the past  
17 several years will be erased; and

18 **WHEREAS**, the current pay differences among C.N.A.'s can be maintained in a fair and equitable  
19 manner by increasing the pay rates for all regular full-time, regular part-time, and casual C.N.A.'s by \$1.88  
20 per hour, effective June 20, 2021; and

21 **WHEREAS**, the cost of these increases is estimated to be \$185,584 in wages and benefits per  
22 year on an ongoing basis, in addition to the increases to bring all employees to the new minimum, which  
23 have already been approved, but because of labor savings due to low census no budget transfer for the  
24 remainder of 2021 is necessary;

25

26 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the  
27 wage rates for all regular full-time, regular part-time, and casual C.N.A.'s at Park View Health Center may  
28 be increased, effective June 20, 2021, by \$1.88 per hour above the rates in effect immediately prior to  
29 reclassification to grade 15 of the Compensation Schedule.

30

31 **FISCAL NOTE: No budget transfer is necessary**

32

33 Respectfully submitted by:

34 Committee Vote: **5 – 0**

**PERSONNEL AND FINANCE COMMITTEE**

35

36 Respectfully submitted by:

37 Committee Vote: **4 – 0**

**PARK VIEW HEALTH CENTER COMMITTEE**

38 Vote Required for Passage: **Majority**

39

40 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

41

42

43

44

---

Jonathan D. Doemel  
Winnebago County Executive



1 **176-062021**

2 **RESOLUTION: Providing Pay Adjustments to Four Registered Nurses and Four Licensed**  
3 **Practical Nurses at Park View Health Center**  
4

5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, it has been difficult to hire well-qualified Registered Nurses and Licensed Practical  
7 Nurses at Park View Health Center; and

8 **WHEREAS**, analysis has shown that the county's minimum pay rates for new nurses are very  
9 competitive, but it is very difficult to recruit and hire experienced nurses because the county is unable to  
10 offer higher wages to more experienced nurses without offering pay rates that are higher than the rates  
11 the county currently pays some existing employees with comparable experience; and

12 **WHEREAS**, after reviewing the years of relevant experience the county's current nurses at Park  
13 View Health Center had before coming to work for the County, it was determined that by adjusting the pay  
14 of the current four Registered Nurses and four current Licensed Practical Nurses, the county would be  
15 able to offer starting wages to newly hired experienced nurses which would recognize their relevant  
16 experience while maintaining equity with current employees; and

17 **WHEREAS**, the cost of these pay adjustments would be approximately \$22,873 in wages and  
18 benefits per year on an ongoing basis, but because of labor savings due to low census no budget transfer  
19 for the remainder of 2021 is necessary;

20  
21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that pay  
22 adjustments be made to four current Registered Nurses and four current Licensed Practical Nurses at  
23 Park View Health Center as referred to in Attachment A hereto.  
24

25 **FISCAL NOTE:** No budget transfer is necessary.  
26

27  
28 Committee Vote: **5 – 0** **PERSONNEL AND FINANCE COMMITTEE**

29  
30  
31 Committee Vote: **4 – 0** **PARK VIEW HEALTH CENTER COMMITTEE**

32  
33 Vote Required for Passage: **Majority**

34  
35 Approved by the Winnebago County Executive this \_\_\_ day of \_\_\_\_\_, 2021.  
36

37  
38 \_\_\_\_\_  
Jonathan D. Doemel

Winnebago County Executive

ATTACHMENT A

39  
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REGISTERED NURSES

<u>Employee ID</u>	<u>Yrs Relevant Experience</u>	<u>Current Pay Rate</u>	<u>Adjusted Pay Rate</u>
8921	27	\$30.53	\$32.34
9428	17	\$30.13	\$32.34
9227	5	\$30.13	\$30.33
8925	5	\$30.13	\$30.33

LICENSED PRACTICAL NURSES

<u>Employee ID</u>	<u>Yrs Relevant Experience</u>	<u>Current Pay Rate</u>	<u>Adjusted Pay Rate</u>
9676	24	\$23.80	\$26.49
8972	14	\$24.88	\$26.49
9394	3	\$24.00	\$24.24
9356	2	\$23.80	\$24.02

1 177-062021

2 RESOLUTION: Providing a Pay Differential for Nurses Working in the Rehabilitation  
3 Neighborhood at Park View Health Center  
4

5 TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

6 WHEREAS, one specific neighborhood at Park View Health Center is currently being used as a  
7 rehabilitation unit, generally treating residents who have recently been discharged from a hospital; and

8 WHEREAS, the Registered Nurses and Licensed Practical Nurses who are assigned to work in  
9 this neighborhood find it a significantly faster-paced environment than in other neighborhoods, with greater  
10 and more urgent responsibilities; and

11 WHEREAS, work for licensed nurses in this rehabilitation neighborhood is similar to work by a  
12 nurse on a medical/surgical unit in a hospital, and this type of work in a hospital typically comes with wage  
13 rates greater than those found in a skilled nursing facility; and

14 WHEREAS, a pay differential of \$1.00 per hour to Registered Nurses and Licensed Practical  
15 Nurses for time actually spent working in a neighborhood devoted to rehabilitation care would be modest  
16 compensation for the additional stress and required skill level; and

17 WHEREAS, the cost of this differential is estimated to be \$16,702 in wages and benefits per year  
18 on an ongoing basis, but because of labor savings due to low census no budget transfer for the remainder  
19 of 2021 is necessary;

20  
21 NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that a  
22 differential of \$1.00 per hour may be paid to Registered Nurses and Licensed Practical Nurses for time  
23 actually spent working in a neighborhood devoted to rehabilitation care at Park View Health Center.  
24

25 Fiscal Note: No budget transfer is necessary.

26 Respectfully submitted by:  
27 Committee Vote: 5 – 0 PERSONNEL AND FINANCE COMMITTEE

28  
29 Respectfully submitted by:  
30 Committee Vote: 4 – 0 PARK VIEW HEALTH CENTER COMMITTEE

31  
32 Vote Required for Passage: Majority

33  
34 Approved by the Winnebago County Executive this \_\_\_ day of \_\_\_\_\_, 2021.

35  
36 \_\_\_\_\_  
37 Jonathan D. Doemel  
38 Winnebago County Executive





1 **178-062021**

2 **RESOLUTION: Providing Training Pay for Nurses Assigned to Train New Registered Nurses**  
3 **and Licensed Practical Nurses at Park View Health Center**

4

5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, after initial training provided by the Staff Development Coordinator, newly hired  
7 Registered Nurses and Licensed Practical Nurses at Park View Health Center are assigned for training  
8 purposes to work with a more experienced nurse for a two-week period; and

9 **WHEREAS**, the Registered Nurses and Licensed Practical Nurses who are assigned to provide  
10 this training have significant additional responsibilities during the training period, as they are responsible  
11 for the care provided by the nurses they are training; and

12 **WHEREAS**, C.N.A.'s who provide training to new employees currently receive a training pay  
13 premium of \$1.00 per hour, and similar training pay is also offered to several other categories of  
14 employees in the County; and

15 **WHEREAS**, providing training pay of \$1.00 per hour to Registered Nurses and Licensed Practical  
16 Nurses for time actually spent working with a new nurse for training purposes, up to a maximum of 80  
17 hours total per new employee, would be modest compensation for the additional training responsibilities;  
18 and

19 **WHEREAS**, the cost of this training pay is estimated to be \$1,922 in wages and benefits per year  
20 on an ongoing basis, but because of labor savings due to low census no budget transfer for the remainder  
21 of 2021 is necessary;

22

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that  
24 training pay of \$1.00 per hour may be provided to Registered Nurses and Licensed Practical Nurses for  
25 time actually spent working with newly hired Registered Nurses and Licensed Practical Nurses for training  
26 purposes, up to a maximum of 80 hours total per new employee.

27

28 **Fiscal Note: No budget transfer is needed**

29

30 Respectfully submitted by:

31 Committee Vote: **5 – 0**

**PERSONNEL AND FINANCE COMMITTEE**

32 Respectfully submitted by:

33 Committee Vote: **4 – 0**

**PARK VIEW HEALTH CENTER COMMITTEE**

34

35 Vote Required for Passage: **Majority**

36

37 Approved by the Winnebago County Executive this \_\_\_ day of \_\_\_\_\_, 2021.

38

39

40

41

---

Jonathan D. Doemel

Winnebago County Executive

1 **179-062021**

2 **RESOLUTION: Providing One-Time Retention Payments to Certain Employees at Park View**  
3 **Health Center**

4  
5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, staff at Park View Health Center have faced many challenges since the start of the  
7 COVID-19 pandemic; and

8 **WHEREAS**, it has become increasingly difficult to maintain adequate staffing levels at Park View  
9 Health Center, not only in nursing, but also in areas such as housekeeping and food service, and the  
10 staffing shortages have increased burdens on all existing employees; and

11 **WHEREAS**, substantial pay increases are being proposed for many members of the nursing staff  
12 at Park View Health Center, which may be seen by other employees who do not receive such pay  
13 increases as unequal and unfair treatment. The proposed action has the potential to adversely affect the  
14 morale and retention at Park View that might otherwise be an expected result of these pay increases; and

15 **WHEREAS**, the cost of these one-time payments is estimated to be \$197,340 in wages and  
16 benefits, to be paid during 2021 only, but because of labor savings due to vacancies, no budget transfer  
17 for the remainder of 2021 is necessary;

18  
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that one-  
20 time retention payments may be paid to Park View Health Center employees other than C.N.A.'s who  
21 began work for the County on or before January 31, 2021 and who remain employed as of the time of  
22 payment. The retention payments will be in the amount of \$1,500.00 for employees whose FTE level is  
23 0.5 or greater (based on the most recent benefit proration report, if available) and in the amount of  
24 \$500.00 for employees whose FTE level is below 0.5. Nurses who receive pay adjustments under other  
25 resolutions before the Board will not receive these payments, except if the annual wage adjustment is less  
26 than the retention payment that a nurse would otherwise receive, the nurse will receive a retention  
27 payment in the amount of the difference between the regular retention payment and the annual wage  
28 adjustment.

29 **Fiscal Note:** No budget transfer is necessary.

30 Respectfully submitted by:  
31 **PARK VIEW HEALTH CENTER COMMITTEE**

32 Committee Vote: **4 - 0**

33 Respectfully submitted by:  
34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **1 - 4**

36

37  
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44

Vote Required for Passage: **2/3 of the County Board Membership**

Approved by the Winnebago County Executive this \_\_\_ day of \_\_\_\_\_, 2021.

---

Jonathan D. Doemel  
Winnebago County Executive



2

3 **RESOLUTION: Authorize Execution of a Three-Year Rental Agreement with Wisconsin Pony of the**  
4 **Americas Association.**

5

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Winnebago County has been approached by the Wisconsin Pony of the Americas Association  
8 (WI POA) to enter into a three (3) year contract for use of the Sunnyview Exposition Center facilities for an annual  
9 horse show; and

10 **WHEREAS**, the WI POA has been a tenant in good standing in years past of the Sunnyview Exposition  
11 Center facilities, while presenting an annual horse dog show; and

12 **WHEREAS**, the horse show presented by WI POA is open to the public and is an event of merit for the  
13 Sunnyview Exposition Center facilities; and

14 **WHEREAS**, it is in the best interest of Winnebago County to permit the long range scheduling of said event  
15 to allow the promoter to secure necessary agreements with subcontractors and vendors; and

16 **WHEREAS**, the long range scheduling of events at the Sunnyview Exposition Center allows County staff to  
17 efficiently program the facilities so as to maximize its use and generate revenues.

18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 authorizes the Winnebago County Parks Department to enter into a three (3) year lease agreement with Wisconsin  
21 Pony of the Americas Association for presentation of a horse show to be held annually for two days during the month  
22 of June with a rental fee of approximately \$6,000 per year or \$18,000 over the three (3) year lease agreement.

23

24 **Fiscal Impact:** Over the course of the three-year rental agreement the County will gain \$16,500 in net  
25 revenue from the WI POA.

26

27 Respectfully submitted by:  
28 Committee Vote: **5-0** **PARKS & RECREATION COMMITTEE**

29

30 Respectfully submitted by:  
31 Committee Vote: **5-0** **PERSONNEL & FINANCE COMMITTEE**

32

33 Vote Required for Passage: **Majority.**

34

35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

36

37 \_\_\_\_\_  
38 Jonathan D. Doemel  
39 Winnebago County Executive

**SUNNYVIEW EXPOSITION CENTER**  
**RENTAL AGREEMENT**

**CONTRACT NO. EC-061122MULTI**

1 RENTAL AGREEMENT by and between **Wisconsin Pony of the Americas Assoc., c/o Heather**  
2 **Kessler, 1503 Spring St. Schofield WI 54476, 715-216-6452, heather71185@gmail.com** (hereinafter  
3 referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh,  
4 Wisconsin 54903 (hereinafter referred to as "**LESSOR**").

5 **LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained,  
6 agree as follows:

7 1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this  
8 Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the**  
9 **Covered Arena, Covered Arena-Registration Office, Covered Arena-Support Room, Covered Arena-**  
10 **Announcer Stand, Toilet/Shower Buildings 1&2, Outdoor Arena, Barns C, & D, P.A. System, Camping**  
11 **Area Lot #2 and South of Food Court** (hereinafter referred to as the "**PREMISES**").

12 2. **TERM.** The term of this Rental Agreement shall commence on the following:  
13 **June, 9, 2022 at 7:00 A.M. and shall terminate on June 13, 2022 at 11:00 P.M. Set up days**  
14 **June 9 and 10, 2022. Event days June 11 and 12, 2022. Take down day June 13, 2022.**  
15 **June, 8, 2023 at 7:00 A.M. and shall terminate on June 12, 2023 at 11:00 P.M. Set up days**  
16 **June 8 and 9, 2023. Event days June 10 and 11, 2023. Take down day June 12, 2023.**  
17 **June, 6, 2024 at 7:00 A.M. and shall terminate on June 10, 2024 at 11:00 P.M. Set up days**  
18 **June 6 and 7, 2024. Event days June 8 and 9, 2024. Take down day June 10, 2024.**

19 3. **RENTAL FEES and DEPOSITS.** The rental fee for the **PREMISES** shall be as follows:  
20 **Covered Arena – Complete Use - \$9,228.00, Barns C and D - \$5,100.00, Camping Lot #2 and South of**  
21 **Food Court- \$753.00, Utilities - \$930.00, 2 day event x 3 years. (PLUS animal waste removal,**  
22 **container rental and dumping fees and Pepsi Bottling Group Sales to be billed to LESSEE after**  
23 **receipt and review of invoices by LESSOR.)** Rental fees are subject to 5% sales tax where applicable.

24 **TOTAL FEE: \$16,011.00**, which shall be due and payable by **LESSEE** to **LESSOR** according to the  
25 following:

26           A.     Reservation Deposit. LESSEE shall pay a reservation deposit of \$1,375.00 (equal to  
27 approximately 25% of total fee due for first year), to secure performance by LESSEE of all of the terms and  
28 conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon  
29 reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from  
30 the total fee due (line 24).

31           B.     Supplemental Deposits LESSEE shall pay a supplemental deposit of \$1,375.00 (equal to  
32 approximately 25% of the total fee due per year) on or before January 2, 2022. LESSEE shall pay a second  
33 supplemental deposit of \$1,335.00 (equal to approximately 25% of the total fee due) on or before January 2,  
34 2023. LESSEE shall pay a third supplemental deposit of \$1,352.00 (equal to approximately 25% of the total  
35 fee due) on or before January 2, 2024. (The supplemental deposits are non-refundable and shall be  
36 deducted from the total fee due (line 24).

37           C.     Balance Due. LESSEE shall pay the remaining balances due \$2,496.00 to LESSOR  
38 before the close of business 4:30 P.M. CST/CDT on or before June 9, 2022, \$4,022.00 on or before  
39 June 8, 2023 and \$4,056.00 on or before June 6, 2024. If the remaining balance due LESSOR is not  
40 received from LESSEE by the due dates and times (lines 37, 38 and 39), keys for the opening of reserved  
41 buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.

42           D.     First Right of Refusal LESSEE shall reserve the first right of reservation for the same  
43 calendar dates in the year following the end of the current Rental Agreement term within ten (10) business  
44 days of the last take down day of the current Rental Agreement term via telephone call or email message to  
45 LESSOR. Once a multi-year Rental Agreement term has expired and LESSEE has not begun another multi-  
46 year Rental Agreement if LESSOR receives a request for the same calendar dates LESSEE has previously  
47 held under a multi-year Rental Agreement LESSOR shall notify LESSEE via telephone call or email  
48 message on said inquiry. LESSEE shall have ten days from transmittal of said notification to reply to  
49 LESSOR in writing of LESSEE'S intentions for the future dates in question.

50           4.     PARKING. LESSEE shall have the right to use the parking facilities located in parking  
51 areas #2, #3, and #4. See attached map. Parking is not allowed along roadways posted as such, nor

52 in the manure pit or fire lanes. Violators shall be susceptible to citations from the Oshkosh Police  
53 Department. Campers and trailers shall remain east of the yellow line on the east side of parking  
54 lot#1 when using the camping area south of the food court.

55 5. USE AND LEGAL REQUIREMENTS.

56 A. **LESSEE** shall use the **PREMISES** for the purpose of conducting a horse show. **LESSEE** shall  
57 not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all  
58 state and federal laws, rules, and regulations, ADA requirements, all applicable municipal  
59 ordinances, NEC NFPA 70E Arc Flash Standards, and all Expo Policies enacted by Administrative  
60 Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances. See  
61 Exhibits “B” and “C. In addition, **LESSEE** shall abide by and conform with all rules and regulations  
62 adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall  
63 indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or  
64 ordinance while using the **PREMISES**.

65 B. **LESSEE** understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat.  
66 sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36(3), the County may be obligated to produce, to  
67 a third party, the records of **LESSEE** that are “produced or collected” by the **LESSEE** under this  
68 Agreement (“Records”). **LESSEE** is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory  
69 definition of Records subject to disclosure under this paragraph, and **LESSEE** acknowledges that it  
70 has read and understands that definition. Irrespective of any other term of this Agreement, **LESSEE**  
71 is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2)  
72 produce such Records to the County if, in the County’s determination, the County is required to  
73 produce the records to a third party in response to a public records request. **LESSEE’S** failure to  
74 retain and produce Records as required by this paragraph shall constitute a material breach of this  
75 Agreement, and **LESSEE** must defend and hold the County harmless from liability due such breach.

76 6. MAINTENANCE and OPERATION. During the term of this agreement:

77 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep

78 the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor or  
79 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or  
80 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.  
81 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,  
82 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

83 B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES**  
84 or bring or keep anything therein or thereupon which shall in any way conflict with the conditions of  
85 any insurance policy upon the building or any part thereof or in any way increase any rate of  
86 insurance upon the buildings and/or grounds or on property kept therein.

87 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine  
88 or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene, naphtha  
89 or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for  
90 illuminating the **PREMISES**.

91 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the  
92 yellow-stripped floor markings located inside the Center Hall overhead door entranceway.

93 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,  
94 showbills, lithographs, posters or cards of any description inside or in front of or on any part of the  
95 buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only such  
96 as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down  
97 and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any  
98 description objected to by the **LESSOR'S** Manager.

99 F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or  
100 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect  
101 shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and  
102 shall keep passageways clear at all times. No portion of the sidewalks, entries, passages,  
103 vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by the



104 **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at  
105 all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and exit  
106 door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors,  
107 skylights, stairways or openings that reflect or admit light into any place in the buildings, and house  
108 lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other  
109 water apparatus shall not be used for any other purpose other than that for which they were  
110 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein.  
111 Any damage resulting to them from misuse of any nature or character whatever shall be paid for by  
112 the **LESSEE**.

113 G. **Smoking is not allowed within any building within the boundaries of the exposition**  
114 **center.**

115 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**  
116 in the same condition as at the commencement of the term, ordinary wear and tear excepted.

117 I. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has  
118 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to  
119 music performed on the **PREMISES** and covering the **EVENT** hereunder.

120 J. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the  
121 **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger flight  
122 attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or  
123 from using aircraft for demonstration, display or transport purposes.

124 7. **CONCESSIONS.**

125 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the  
126 term of this agreement: **hot and cold sandwiches, snacks, candy, soda.** **No other articles,**  
127 **other than those listed herein, shall be sold by LESSEE** without the expressed written consent of  
128 the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for  
129 the sale of the aforementioned concessions from the City of Oshkosh and/or Winnebago County and

130 provide proof of such permits to the **LESSOR**.

131 B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the  
132 **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are  
133 under the control of **LESSOR** and shall not be tampered with.

134 C. All vendors shall be required to dispose of used grease, gray water and black water in the  
135 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the  
136 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health  
137 Department.

138 8. **INSURANCE**. **LESSEE** shall, at its own expense, obtain insurance in accordance with  
139 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The  
140 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in  
141 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required  
142 herein. *If attendees are staying over between events **LESSEE'S** insurance certificate must cover those*  
143 *additional days.*

144 9. **UTILITIES**. **LESSEE** shall be responsible for payment of the cost of utilities utilizing  
145 payment method **"A."** as shown below. The selection of the payment method shall be at the sole discretion  
146 of **LESSOR**.

147 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the  
148 utility fee is shown on page 1 in Section 3 - Rental.

149 10. **DIGGERS HOTLINE**.

150 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator  
151 agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 - **PREMISES**) if  
152 **LESSEE**, its vendors, agents, servants or employees shall be inserting into the ground tent stakes,  
153 posts, poles, or other below grade appurtenances. Failure of **LESSEE** to locate utility lines shall  
154 obligate **LESSEE** to repair or replace any damaged utility line at **LESSEE'S** sole expense and to  
155 reimburse **LESSOR** for any lost revenue or damages of any kind.

156           **B.**       **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on  
157           the **PREMISIS** to accommodate tent or fence posts or supports. Said holes shall be filled to  
158           **LESSOR'S** satisfaction via **LESSOR** approved method within three (3) working days following the  
159           final event day. Holes left unfilled after the aforementioned deadline will be filled by **LESSOR** at  
160           **LESSEE'S** expense.

161           11.       **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury  
162           incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,  
163           during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any  
164           damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto  
165           and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily  
166           injury to or death of any person, or by reason of any damage to property of third persons occasioned by any  
167           act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,  
168           guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the  
169           activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**  
170           or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall  
171           defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or  
172           property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or  
173           damages resulting solely from the negligence of the **LESSOR**.

174           **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a  
175           result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or  
176           wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or  
177           persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its  
178           agents, members or guests (including claims of employees of **LESSEE** or of any contractor or  
179           subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include  
180           any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

181           12.       **MISCELLANEOUS.**

182 A. **Rules.** LESSEE acknowledges that it has read, understood and accepts all rules and  
183 regulations of the LESSOR with respect to the PREMISES.

184 B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the  
185 respective parties, their successors and assigns, heirs and personal representatives, except as  
186 otherwise expressly provided herein.

187 C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an  
188 agreement in writing, and signed by the party against whom enforcement of any waiver, change,  
189 modification or discharge is sought.

190 D. **Applicable Law.** The parties agree that this Agreement shall be construed pursuant to and  
191 in accordance with the laws of the State of Wisconsin.

192 E. The LESSOR does not guarantee any revenues to LESSEE pursuant to this agreement,  
193 and shall not be liable for payment to LESSEE for any revenues, either real or perceived, not  
194 obtained by LESSEE due to inclement weather, traffic conditions, subcontractor or vendor  
195 cancellation, or any other circumstance occurring during LESSEE'S occupation of the PREMISES.

196 F. Inclement weather shall not negate LESSEE'S duty to pay LESSOR pursuant to this  
197 Agreement or entitle LESSEE to a rebate from LESSOR.

198 13. **Additional Provisions.**

199 A. **LESSEE shall rake manure and bedding from stalls to walkways in barns at**  
200 **termination of event. All stalls shall be cleaned to the gravel or to the concrete floor. Stall**  
201 **doors shall be closed. Stalls rented by LESSEE from a vendor other then LESSOR shall be**  
202 **picked clean and left un-raked if they are to be used in conjunction with the following event**  
203 **or taken down upon completion of current event. LESSOR shall contract with a vendor to**  
204 **furnish a means for removal of animal refuse from manure pits and manure holding areas to**  
205 **be continuously emptied until all manure is removed from PREMISES (alternate methods of**  
206 **manure removal may be used if approved by Expo Manager). LESSOR shall furnish two**  
207 **minimum 8 yd. container units for garbage which shall be taken to the Winnebago County**

208 **Landfill. Recyclable materials must be sorted and disposed of in the marked recycling**  
209 **containers for transport to the Winnebago County Recycling Facility.**

210 B. **LESSEE** shall ensure that all gray water and black water from camping units on the  
211 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water  
212 onto the **PREMISES** will result in a citation from the Winnebago County Health Department to the  
213 **LESSEE**.

214 C. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper  
215 receptacles placed on the **PREMISES** for this purpose. Any firewood must be completely burned or  
216 removed from the **PREMISES** by the **LESSEE** at the termination of the event.

217 D. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack  
218 area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall  
219 result in a citation from the Winnebago County Health Department or the Wisconsin Department of  
220 Natural Resources to the **LESSEE**.

221 E. **LESSOR reserves the right to require a written COVID 19 plan for social distancing,**  
222 **event participants, and food service, if advised to do so by the Winnebago County Health**  
223 **Department.**

224 14. During the term of this agreement of the **LESSEE** agrees not to discriminate against any  
225 person, whether a recipient of services (actual or potential), an employee, a guest, or an applicant for  
226 employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual  
227 preference or marital status.

228 15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event  
229 to inspect, repair or maintain the building(s) and/or grounds.

230 16. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television,  
231 placards or other advertising media shall identify this area as the SUNNYVIEW EXPOSITION CENTER,  
232 located on County Road Y, 1/2 mile east of the intersection of Highway 76 and County Road Y.

233 17. **NAMING RIGHTS/ SPONSORSHIP**



234 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the  
235 **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional  
236 and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or  
237 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete  
238 change.

239 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of  
240 certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by  
241 the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written  
242 notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of  
243 concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

244 C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for  
245 purposes of selling or displaying concessions or merchandise. Said merchandise shall be pre-  
246 approved via Sponsorship Agreement between Sponsor and **LESSOR**.

247 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along  
248 the south east corner of the Center Hall for purposes of selling and or displaying pre-approved  
249 merchandise, with the exception of events not open to the public and those events deemed Private  
250 on the official expo calendar.

251 E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area  
252 located within the south west corner of parking lot #4 for selling and or displaying pre-approved  
253 merchandise during events taking place within the covered arena. A mutually agreeable alternate  
254 area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of  
255 Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

256 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying  
257 merchandise during events within the Sunnyview Exposition Center grounds that take place in other  
258 areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by  
259 Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to

260 the scheduled event.

261 18. The entire agreement of the parties is contained herein and this agreement supersedes any

262 and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WINNEBAGO COUNTY (LESSOR)**

By: \_\_\_\_\_  
County Executive

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

**LESSEE(S):**

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

## EXHIBIT "A" - INSURANCE

A minimum of thirty (30) days prior to holding the event or participating in the event, **LESSEE**, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverage's:
  - a. Premises - Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Broad Form Blanket Contractual
  - e. Personal Injury
  - f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds"**.
4. **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, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**

2 **RESOLUTION: Authorize Consecutive Beverage Pouring Rights Agreement between**  
3 **Winnebago County and Pepsi Bottling Group, LLC**

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5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Pepsi Bottling Group, LLC (hereinafter referred to as "Pepsi") desires to enter into a  
8 consecutive beverage pouring rights agreement with Winnebago County whereby Pepsi would to be the  
9 official beverage of the Winnebago County Parks Department as has previously been the case since 2006  
10 and would thereby be provided with exclusive sales and advertising rights at predetermined Parks  
11 properties; and

12 **WHEREAS**, pursuant to this agreement, Lessees of Parks properties would agree to sell  
13 exclusively Pepsi beverage products at events which they sponsor; and

14 **WHEREAS**, pursuant to this agreement, Pepsi would be granted rights allowing it to install and  
15 maintain soda vending machines at predetermined Parks properties; and

16 **WHEREAS**, in exchange for both its financial and material support, Winnebago County would  
17 extend to Pepsi certain promotional privileges including the right to post specified advertising related  
18 materials at predetermined Parks properties; and

19 **WHEREAS**, in conjunction with this agreement, Pepsi would annually pay Winnebago County a  
20 support payment of \$1,500.00, as well as a compensatory sum based upon the total amount of beverage  
21 cases sold at Parks properties, multiplied by the beverage case commission rate applicable within any  
22 given year over the term of the agreement;

23  
24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it  
25 hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter into an  
26 agreement with Pepsi for beverage pouring rights at predetermined Parks properties which shall run  
27 through December 31, 2025 and shall contain those major terms described above. A copy of the  
28 aforementioned agreement is attached hereto and incorporated herein for reference.

29  
30 **Fiscal note:** Average revenue derived from previous 5 year agreement =\$10,000 annually.  
31 Estimated revenue for upcoming 5 year agreement =\$12,000 annually (Includes  
32 aforementioned \$1,500.00 support payment).

33  
34 Respectfully Submitted by,  
35 Committee Vote: **5-0** **PARKS & RECREATION COMMITTEE**



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Respectfully Submitted by,

**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **5-0**

Vote Requirement for Passage: **Majority**

Approved by Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Jonathan D. Doemel  
Winnebago County Executive

**BEVERAGE SALES AGREEMENT**  
**Winnebago County Parks Department**

This sets forth the agreement (“*Agreement*”) between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising **Pepsi Beverages Company** with an office located at 325 W 20<sup>th</sup> Avenue, Oshkosh, WI 54902 (“*Pepsi*”) and **Winnebago County Parks Department**, with the principal place of business at 625 E County Road Y, Suite 500, Oshkosh, WI 54901. (the “*Customer*”) relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“*Gallons*” shall mean the number of gallons of the Post mix Products purchased by the Customer from Pepsi.

“*Outlets*” shall mean the existing Customer facilities operated under the trademarks as listed in attached and shall include any restaurant, outlet or other facility in the Customer’s system that may be opened or acquired by the Customer under those trademarks during the Term. In the event that Customer acquires, owns or operates facilities under a different concept and/or trademark during the Term, Customer will purchase Products pursuant to the terms of this Agreement for service in such facilities, which will be considered Outlets under this Agreement. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated addendum and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

“*Post mix Products*” shall mean Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Pepsi’s Post mix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

“*Products*” shall mean Post mix Products only.

“*Year*” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

### 1. Term

The term of this Agreement shall commence on **June 1, 2021** and expire upon the later of **December 31, 2025**, or at such time as Customer’s collective purchases of Products meets or exceeds a volume threshold (the “*Volume Threshold*”) of **9,250 cases of 20 ounce bottled products** (the “*Term*”). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Post mix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the “*Automatic Extension*”). Except for applicable Marketing Support Funds, which may be earned during the Automatic Extension, Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

### 2. Scope

#### (A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer’s Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

#### (B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups (“*Ancillary Products*”) exclusively from Pepsi.

#### (C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

### 3. Performance

This Agreement, including all of Pepsi’s support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or

promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

- (B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.
- (C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the “*Fountain Products*”): in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.
- (D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Product served on all menus (including catering), menu boards and postmix dispensing valves at each of the Outlets throughout the Term.
- (E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update **Error! Reference source not found.**
- (F) **Minimum SKU Requirement.** At all times during the Term, the Customer agrees to mandate the distribution of a minimum of the following skus of Products, as applicable, at each of the Outlets (“*Required SKUs*”). The Required SKUs shall be determined as follows:  
**20oz Bottles – Gatorade – 20oz Aquafina water and a variety of 20oz Soda and Tea**

#### 4. Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

**(A) Marketing Support Funds.** Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and shall provide the Customer with marketing support funds calculated based on applicable amounts set forth below (the “*Marketing Support Funds*”). The Marketing Support Funds, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term. In the event that any Outlet is closed during the Term of this Agreement, Pepsi agrees to provide Customer with all Marketing Support Funds accrued on behalf of that applicable Outlet as of the time of closing,

provided that such Outlet was in full compliance with the terms and conditions of this Agreement.

Marketing Support Funds Amount	Applicable Products
<i>\$3.00 per case / 24 pack</i>	<b>Gatorade and Aquafina water</b>
<i>\$3.00 per case / 24 pack</i>	<b>Soda or Tea</b>

B. **\$1,500.00 Annual support payment**, with the first payment to be paid within 60 days of January 1, 2022 and succeeding payments to be made within 60 days of the contract anniversary date.

C. Pepsi will provide **100 free cases of 16.9oz water** on an annual basis, during the term of the contract. The customer must request the free product within the annual 12 month window. Any free product not requested in a 12 month period, will not accrue.

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Outlets that are in breach of the Performance Requirements listed in Section 3 above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

**(D)Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets (**unless prohibited by State laws**). Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet’s reasonable needs.

**5. Equipment**

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term (“**Equipment**”). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi’s request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will



promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

## 6. Pricing

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days' notice of any price increases during the Term. *Any annual price increase is to be capped at 4%.*

## 7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, or if Customer terminates this Agreement other than due to Pepsi's failure to cure a breach hereof, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of 60 months, (the total number of months in the Term) or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve);

- (ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and
  - (iii) An amount as liquidated damages, for lost sales suffered by Pepsi as a result of such termination, equal to the sum of: (a) product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and the Customer's average annualized purchase rate and (b) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and the Customer's average annualized purchase rate.
- (C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.
- (D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.
- (E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.
- (F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.
- (G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, the Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section

7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

- (H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.
- (I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable  
Pepsi-Cola Customer Service Center  
P.O. Box 10  
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

- (J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.
- (K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.
- (L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any

rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

- (M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.
- (N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.
- (O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.
- (P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.
- (R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company  
Thomas Maggio  
Attn: Channel Manager, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company  
One Pepsi Way  
Somers, NY 10589  
Attn: Legal Department

If to Customer:

Winnebago County Parks Dept.  
625 E Cty Rd Y #500  
Oshkosh WI 54901

- (S) **Limitations/Offset Rights.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.
- (T) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.
- (U) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

Customer

By: \_\_\_\_\_

Sign: \_\_\_\_\_



Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit B  
Products and Prices

**Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.**

**PRICING EFFECTIVE AS OF 6/1/2021**

20oz Aquafina \$18.81

20oz Soda/lemonade/tea \$30.79

20oz Gatorade \$38.48

Per case of 24

1 **182-062021**

2 **RESOLUTION: Oppose the proposed changes by the Wisconsin Legislature to the Wildlife**  
3 **Damage Abatement & Claims Program**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Wis. Stat. 29.889 and Wis. Adm. Code NR 12 provides a state funded Wildlife Damage  
8 Abatement and Claims Program (WDACP) to reimburse participation producers for crop losses caused by certain  
9 wildlife; and

10  
11 **WHEREAS**, administrative participation is required for Winnebago County to make its land eligible for the  
12 WDACP; and

13  
14 **WHEREAS**, Winnebago County is reimbursed by the Wisconsin Department of Natural Resources (WDNR)  
15 for all associated costs incurred in the administration and implementation of WDACP; and

16  
17 **WHEREAS**, proposed 2021 Senate Bill 63 and companion 2021 Assembly Bill 49, make changes to the  
18 WDACP by removing counties from all the administrative responsibilities of the program and requiring the WDNR to  
19 administer the program instead; and

20  
21 **WHEREAS**, your Land Conservation Committee believes the proposed bills will result in Winnebago County  
22 losing local control of the WDACP and the administration should continue to be the responsibility of the County.

23  
24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it opposes  
25 2021 Senate Bill 63 and companion 2021 Assembly Bill 49 proposed by the Wisconsin Legislature.

26  
27 **BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the State Representative and  
28 State Senators representing Winnebago County, DNR Secretary Preston Cole, and Governor Evers.

29  
30  
31  
32 Committee Vote: **7-0** **LAND CONSERVATION COMMITTEE**

33  
34  
35  
36  
37 Committee Vote: **14-0** **LEGISLATIVE COMMITTEE**

38  
39  
40 Vote Required for Passage: **3/4 of members present.**

41  
42  
43 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

44

45  
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47

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Jonathan D. Doemel  
Winnebago County Executive

1 **183-062021**

2 **RESOLUTION: Support for Achieving Base Funding Goal for County Conservation Staffing**

3  
4

5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, Wis. Stats 92.06 and 92.07 create and define the powers of Land Conservation Committees  
7 (LCCs), and Wis. Stat. 92.09 empowers Land & Water Conservation Departments (LWCDs) to administer county soil  
8 and water conservation programs and may exercise the powers granted to the LCCs; and

9 **WHEREAS**, county LWCDs are the local delivery mechanism for a wide range of Wisconsin's agricultural  
10 non-point pollution control, farmland preservations, lakes protection, and more; and

11 **WHEREAS**, LWCD professionals work as trusted, technical advisors to support agricultural producers, assist  
12 waterfront property owners, help farmers develop and implement nutrient management plans, respond to natural  
13 disasters like floods, and spend years building the trust to be able to successfully accomplish these tasks; and

14 **WHEREAS**, the conservation practices that LWCD professionals help landowners with result in numerous  
15 water quality benefits that include: preventing soil erosion and promoting soil health, increasing infiltration into  
16 groundwater aquifers, protecting drinking water supply, reducing surface runoff and flood severity; and

17 **WHEREAS**, the State of Wisconsin establishes in Wis. Stat. 92.14(6)(b) a base funding goal for county  
18 conservation staffing at an average of three positions at 100, 70, and 50 percent support, respectively, for each  
19 LWCD; and

20 **WHEREAS**, the return on investment in county LWCDs is high-leveraging other grant dollars into more  
21 conservation on the land and more dollars into local economies, and multiplying several times over the state's  
22 existing investment; and

23 **WHEREAS**, support of county LWCD funding is a bipartisan issue, supported by farm, conservation,  
24 environmental and local government groups alike, and was a top priority voiced by Wisconsinites at statewide Water  
25 Quality Task Force hearings in 2019.

26  
27 **NOW, THEREFORE, BE IT RESOLVED** that the Winnebago County Board of Supervisors does hereby urge  
28 the Wisconsin Legislature and the Joint Committee on Finance to provide \$13.0 Million in base funding for county  
29 conservation staffing, in fulfillment of the state's base funding goal and in recognition that county LWCD professionals  
30 are among the best and most cost-effective solutions to improve water quality, achieve clean and safe drinking water,  
31 and support a viable agricultural industry.

32

33 Respectfully submitted by:

34 Committee Vote: **7-0**

**LAND CONSERVATION COMMITTEE**

35

36 Respectfully submitted by:

37 Committee Vote: **14-0**

**LEGISLATIVE COMMITTEE**

38

39 Vote Required for Passage: **Majority.**

40

41 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



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43  
44  
45

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Jonathan D. Doemel  
Winnebago County Executive

1 **CORRECTED**

2 **184-602021**

3

4 **ORDINANCE: AMEND WINNEBAGO COUNTY GENERAL CODE SECTION 19.24(7)**  
5 **RELATING TO THE WINNEBAGO COUNTY COMMUNITY PARK**  
6 **SOCCER SHELTER RENTAL FEES SCHEDULE**  
7

8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, the Winnebago County Parks and Recreation Committee has reviewed and  
10 recommends approval of the following amendment to Section 19.24(7) of the General Code of Winnebago  
11 County containing the rental fee schedule established for the Winnebago County Community Park; and

12 **WHEREAS**, with the addition of the reconstructed Soccer Shelter it is necessary for the County to  
13 proceed with the establishment of a subsequent rental fee schedule for the interior area of the Soccer  
14 Shelter; and

15 **WHEREAS**, fees for the interior area shall be instituted as per the current Community Park Rental  
16 Fee Schedule to accommodate large, medium, and small events usage of the facility; and

17 **WHEREAS**, it is anticipated that several soccer organizations will make requests to lease the facility  
18 for soccer tournaments; and

19 **WHEREAS**, the Winnebago County Board of Supervisors does ordain as follows;

20 That Section 19.24(7) of the General Code of Winnebago County be expanded to include the new  
21 rates for the interior of the Soccer Shelter, the new rates shall read as follows: (see attached Exhibit A.)

22

23 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that said amendment  
24 to the General Code of Winnebago County shall become effective on the date following the date of  
25 publication.

26

27 **\*Fiscal Note:**

28 **Anticipated revenue for 2021 - \$1,500.00; 2022 - \$1,500.00; 2023 - \$2,000.00. Additional labor for**  
29 **cleaning \$50.00 per rental.**

30

31 Respectfully submitted by:

32 Committee Vote: **4-0**

**PARKS & RECREATION COMMITTEE**

33

34 Committee Vote: **5-0**

**PERSONNEL & FINANCE COMMITTEE**

35

36 Vote Required for Passage: **Majority**

37

38

39 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Jonathan D. Doemel

Winnebago County Executive

EXHIBIT "A"

19.24 FEES AND CHARGES.

(1) No person shall use any facility, land, or area for which a fee has been established by the Committee without payment of such fee.

(2) The following fees shall apply for the reserved use of picnic shelter buildings at the Community Park:

(a) COMMUNITY PARK SHELTER RENTAL FEE SCHEDULE

FACILITY	GROUP SIZE	WEEKDAY CHARGE	WEEKEND CHARGE
Soccer Shelter Interior	Up to 150	\$200.00	\$225.00
	151 - 300	\$300.00	\$325.00
	301-1000	\$400.00	\$425.00
	Over 1000	Negotiable minimum \$500.00	Negotiable minimum \$550.00

(b) A security deposit of not less than \$100.00 may be required at the discretion of the Parks Director.

2 **RESOLUTION: Request Sheriff to Read Declaration of Independence on Courthouse**  
3 **Steps on July 4, 2021**

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5 **WHEREAS**, the Continental Congress, by a Declaration of Independence, dated July 4, 1776, declared the  
6 inhabitants of New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania,  
7 Delaware, Maryland, Virginia, North Carolina, South Carolina and Georgia, were no longer colonial subjects to be  
8 exploited arbitrarily by servants of the King and Parliament of Great Britain, but now were free citizens of their own  
9 territories, and that free citizens should constitute the governments for those territories; and

10 **WHEREAS**, the Continental Congress provided that same day, by orders of their House, that their Declaration  
11 should be proclaimed aloud and published to the free citizens of the territories represented in their Congress; and

12 **WHEREAS**, responsible citizens were notified of the Declaration by sheriffs who proclaimed it on the  
13 courthouse steps, by clergymen who read it from their pulpits, and by printers who printed it in their gazettes; and

14 **WHEREAS**, the Continental Congress thus initiated a process that has created the Constitutions and state  
15 governments of our Union including the Constitution and government of the State of Wisconsin.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
17 requests Sheriff John Matz to read the Declaration of Independence from the steps of the Winnebago County  
18 Courthouse at 8:00 a.m. on the morning of July 4, 2021, as this was the custom in the early history of our country.

19 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that we ask Sheriff John Matz  
20 to read the document without further comment or speech. This event is intended for those present to hear the words  
21 of the Declaration as we begin to celebrate our Day of Independence.

22  
23  
24  
25 Respectfully submitted by:

26 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

27 Committee Vote: \_\_\_\_\_

28 Vote Required for Passage: **Majority of Those Present**

29  
30 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

31  
32 \_\_\_\_\_  
33 Jonathan D. Doemel  
34 Winnebago County Executive