

ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, MAY 18, 2021 @ 6:00 P.M.
In-person at 415 JACKSON STREET, ROOM 412
or
via ZOOM

To join via ZOOM with video, use this link:

<https://us02web.zoom.us/j/89163195554?pwd=UFhpa2x1ZkpwSzhPTHJ1NE5WaGo2dz09>

Passcode (if needed) – W1NNE

To join this meeting by telephone - (312) 626-6799 and enter the Meeting ID: 891 6319 5554

Passcode: 232512

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

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

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

- Correspondence
- Notice of Claims:
 - from Charlene Brehmer for damage to her vehicle in a county parking lot
 - from Peter J. Long against the Winnebago County Jail for an, "unlawful, vindictive, expeditious, retaliatory transfer to Dodge Correctional Institution"
- Resolution from other Counties:
 - Eau Claire County – "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"
 - Green Lake County – "Resolution for Opposition to Changes in Wildlife Damage Abatement and Claims Program"
 - Washington County – "Advisory Resolution Supporting Legislation to Provide an Increase in Criminal and Ordinance Violation Surcharge"
 - Washington County – "Advisory Resolution Supporting Legislation to Remove Requirement for Duplicate Copies of a Transcript for Application of a Search Warrant"
- Petitions for Zoning:
 - 001 – Dennis Frerks, Town of Winneconne, rezone tax parcel no. 030-0227 from A2/R8 General Agriculture/Manufactured/Mobile Home Community District to R8 Manufactured/Mobile Home Community District
 - 002 – Dennis R. Lang, Town of Winneconne, rezone tax parcel no. 030-0064-02 from A2 General Agriculture to R1 Rural Residential
- Reports from Committees, Commissions & Boards
- Approval of April 20, 2021 Board Proceedings
- County Executive's Report
- County Board Chairman's Report
 - Announcement of 2021 Winnebago County Scholarship Recipients: Samantha Schumacher, Berlin High School; Chloe Hietpas, Menasha High School; Katie Peters, Omro High School; Ethan Cutts, Anna Kossolapov and 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
- Aging and Disabilities Resource Center (ADRC) Presentation – Beth Roberts, ADRC Director; and Paul Janty, Chairman of the ADRC Committee

ZONING REPORTS & ORDINANCES

- Report No. 001 – Jan Mack, Wind Ridge Farm, Inc.; Town of Omro
 - Amendatory Ordinance No. 05/01/21 – Rezoning from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture for tax parcel no. 016-0798
- Report No. 002 – Town of Neenah
 - Amendatory Ordinance No. 05/02/21 – Rezoning 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)
- Report No. 003 – Frank J. Puhl, Olivia K. Buehler, Cynthia M. Clifford, Bradley P. Ertmer; Town of Omro
 - Amendatory Ordinance No. 05/03/21 – Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 016-0259-01 and 016-0259(p)

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
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote required: Two-Thirds of Membership
- 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
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Two-Thirds of Membership
- 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
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Two-thirds of Majority
- 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
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 169-052021: Approve Values on In-Rem (Tax Deeded) Properties
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 170-052021: Designate May as Asian American and Pacific Heritage Month
Submitted by:
MIKE NORTON, COUNTY BOARD SUPERVISOR DIST. 29
JULIE GORDON, COUNTY BOARD SUPERVISOR DIST. 17
TOM SNIDER, COUNTY BOARD SUPERVISOR, DIST. 34
Vote required: Majority of Those Present
- RESOLUTION NO. 171-052021: Authorize Execution of Airport Ground Lease Between Winnebago County and Ben Jacobs
Submitted by:
AVIATION COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 172-052021: Execute Easement Agreement between Winnebago County and Northern Telephone & Data Corporation (NTD)
Submitted by:
AVIATION COMMITTEE
Vote required: Majority of Those Present

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

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

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

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5610 filed with the County Clerk by:

MACK, JAN ; WIND RIDGE FARM INC, Town of OMRO and referred to the Planning and Zoning Committee on 4/20/2021 and

WHEREAS, a Public Hearing was held on 4/27/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: MACK, JAN ; WIND RIDGE FARM INC
Agent(s): SMITH, JIM - MARTENSON & EISELE INC

Location of Premises Affected: 4909 COUNTY RD K OSHKOSH, WI 54904

Legal Description: Being all of the NE 1/4 of the NE 1/4, Section 36, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-0798

Sewer:	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Required	<input type="checkbox"/> Municipal	<input checked="" type="checkbox"/> Private System
Overlay:	<input type="checkbox"/> Airport	<input type="checkbox"/> SWDD	<input type="checkbox"/> Shoreland	
	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Wetlands	

WHEREAS,
Applicant is requesting a rezoning to A-2 General Agriculture,
And

WHEREAS, we received No Response from the Town of OMRO
And

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

The Town of OMRO has Not Responded. Town findings were as follows: N/A

1. The Town of Omro has not responded.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 05/01/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5610 as follows:

Being all of the NE 1/4 of the NE 1/4, Section 36, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential, A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

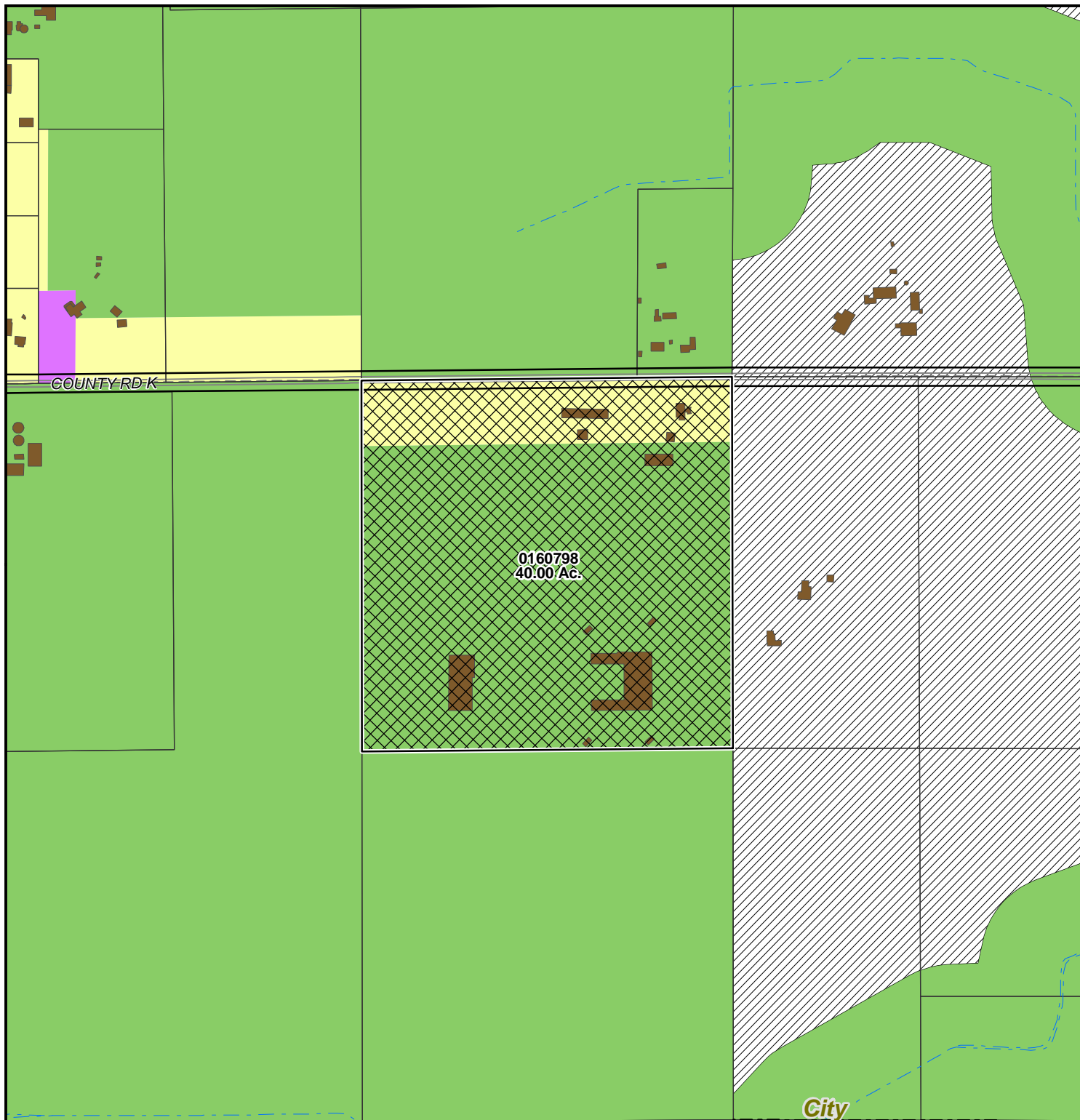
ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ____ DAY OF _____, 2021.

Jon Doemel
County Executive

County Board Supervisory district 33 EGAN

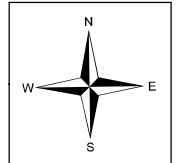


Application #21-ZC-5610

Date of Hearing:
April 27, 2021

Owner(s):
**WIND RIDGE FARM INC
 (JAN MARK)**

Subject Parcel(s):
0160798



Winnebago County
 WINGS Project

Scale
 1 inch : 500 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial Zoning Jurisdiction

Incorporated Area

○ = SITE

Application #21-ZC-5610

Date of Hearing:

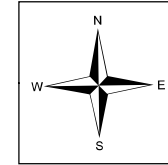
April 27, 2021

Owner(s):

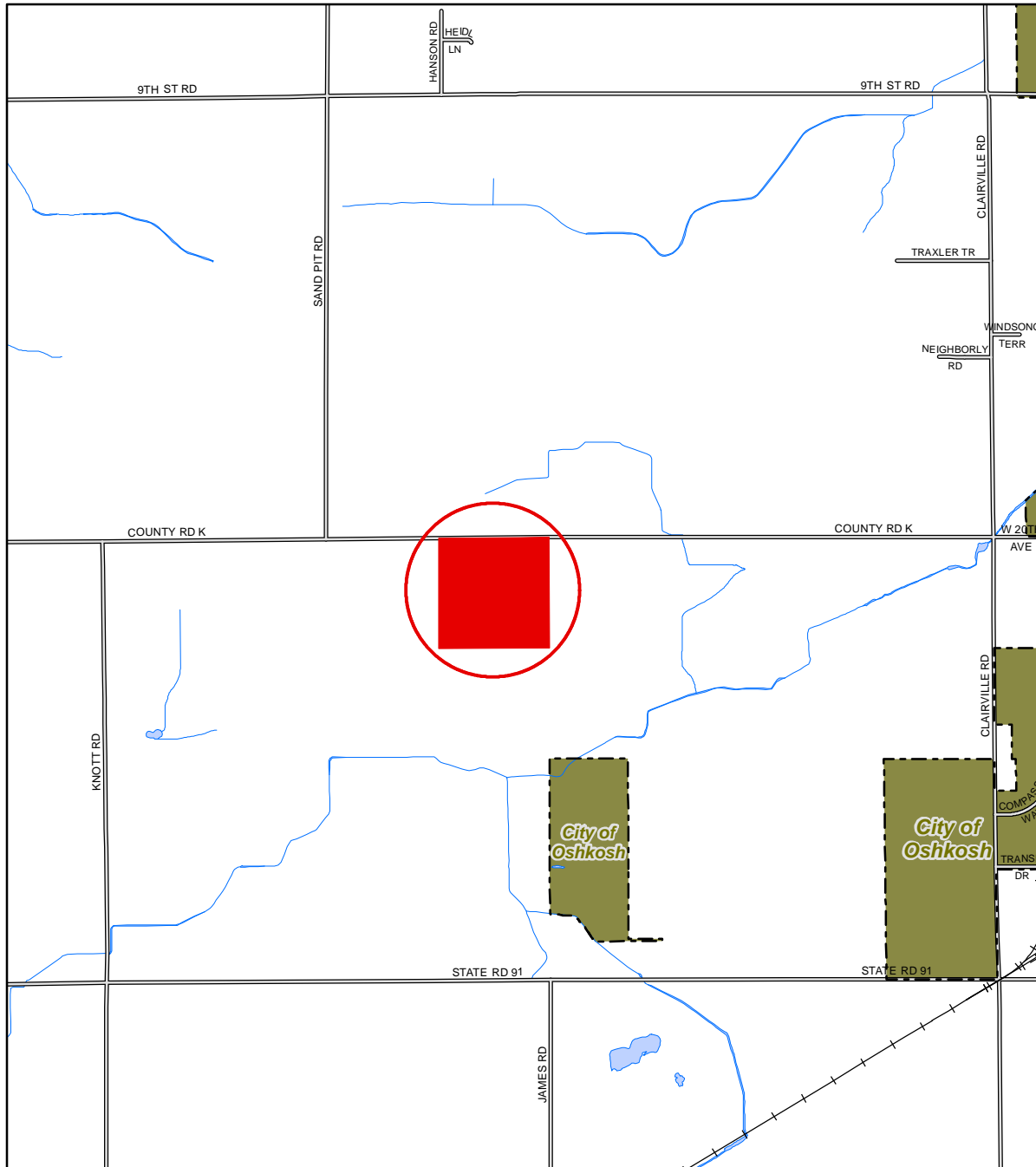
WIND RIDGE FARM INC
(JAN MARK)

Subject Parcel(s):

0160798

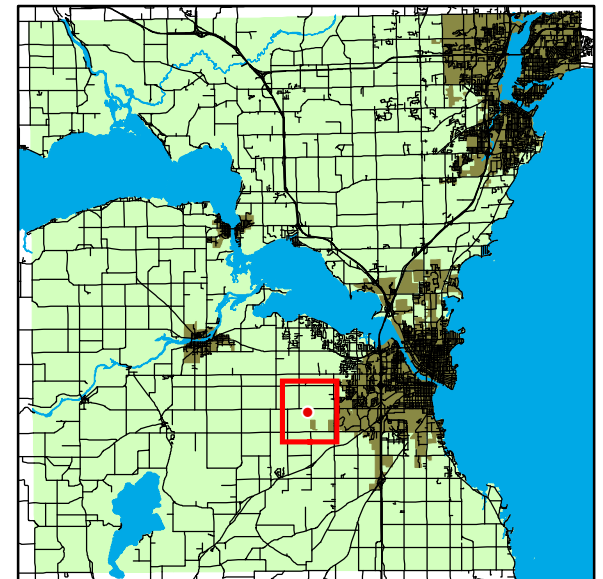


Winnebago County
WINGS Project



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5630 filed with the County Clerk by:

TOWN OF NEENAH, Town of NEENAH and referred to the Planning and Zoning Committee on 4/20/2021 and

WHEREAS, a Public Hearing was held on 4/27/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: TOWN OF NEENAH

Agent(s):

Location of Premises Affected: SOUTH OF 1497 COUNTY RD O NEENAH, WI 54956

Legal Description: Being all of Outlot 1 of CSM-7472, located in the SE 1/4 of the NW 1/4, Section 20, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

Tax Parcel No.: 010-02110104, 010--021805, 010--0218(p)

Sewer:	<input type="checkbox"/> Existing	<input checked="" type="checkbox"/> Required	<input type="checkbox"/> Municipal	<input checked="" type="checkbox"/> Private System
Overlay:	<input type="checkbox"/> Airport	<input checked="" type="checkbox"/> SWDD	<input checked="" type="checkbox"/> Shoreland	
	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Wetlands	

WHEREAS,

Applicant is requesting a rezoning to A-2 General Agriculture,

And

WHEREAS, we received notification from the Town of NEENAH recommending Approval

And

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

The Town of NEENAH has Approved. Town has right of approval or denial per terms of zoning ordinance.

Town findings for Approval were as follows:

1. The requested Zoning Map Amendment does agree with the adopted plan.
2. Consistent with use of the land for a municipal storm water pond.
3. No objections from surrounding property owners.

1. The Town of Neenah has approved.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 05/02/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5630 as follows:

Being all of Outlot 1 of CSM-7472, located in the SE 1/4 of the NW 1/4, Section 20, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

FROM: I-1 Light Industrial, A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

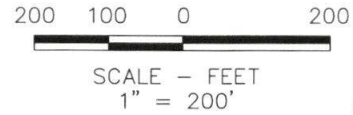
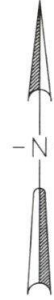
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ____ DAY OF _____, 2021.

Jon Doemel
County Executive

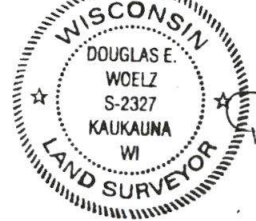
County Board Supervisory district 9 NUSSBAUM

ALL OF OUTLOT 1 OF CERTIFIED SURVEY MAP No. 7472 RECORDED AS DOCUMENT No. 1787976, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 4998 AS RECORDED IN VOLUME 1 OF MAPS ON PAGE 4998 AS DOCUMENT NO. 1180642, AND PART OF LOT 2 OF CERTIFIED SURVEY MAP No. 4342 AS RECORDED IN VOLUME 1 OF MAPS ON PAGE 4342 AS DOCUMENT NO. 1070011, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 17 EAST, WHICH BEARS N89°34'45"E PER WINNEBAGO COUNTY COORDINATE SYSTEM.

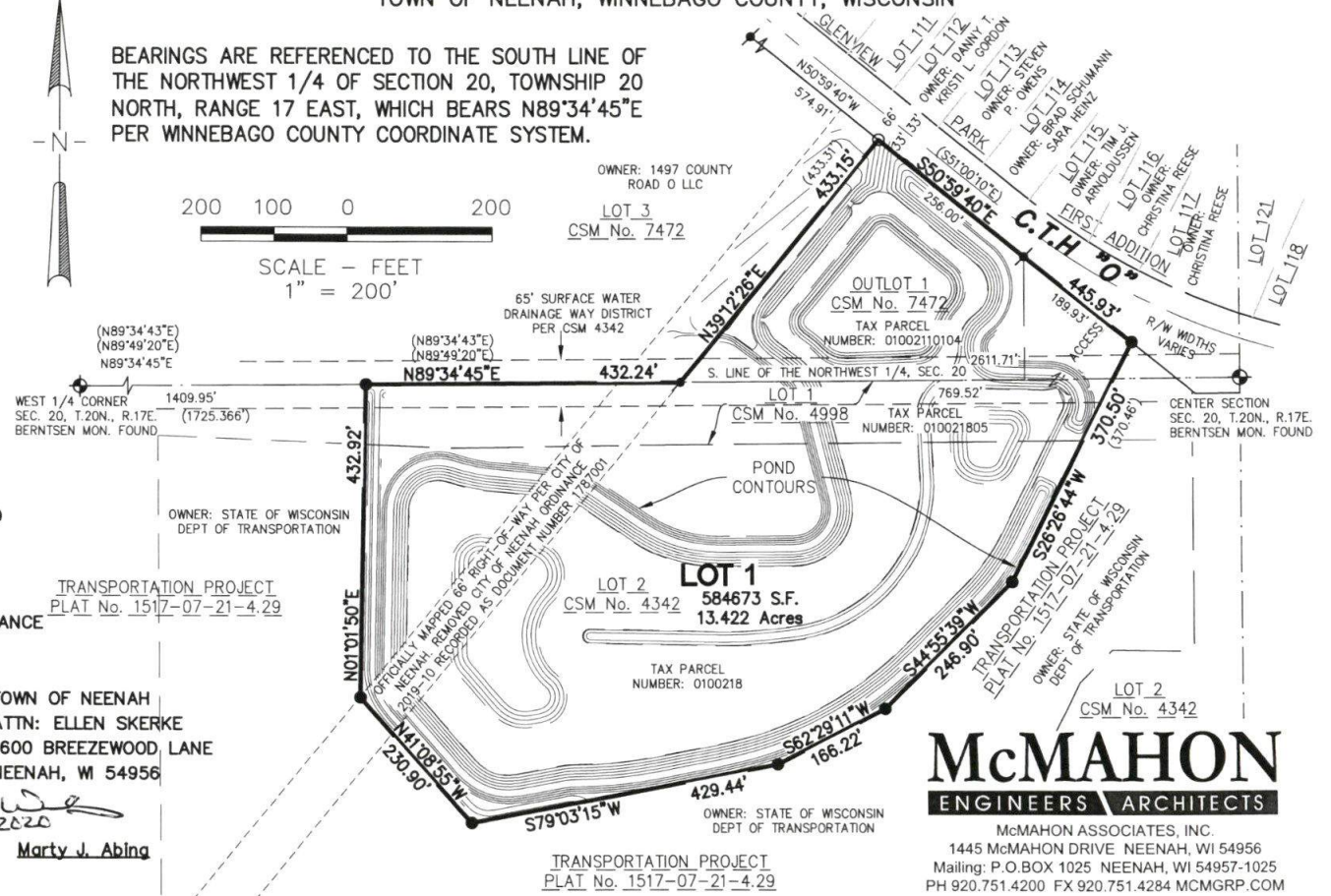


- LEGEND**
- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
 - - 3/4" ROUND STEEL REBAR FOUND
 - - 1" IRON PIPE FOUND
 - ⊙ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
 - () - RECORDED BEARING AND/OR DISTANCE
 - S.F. - SQUARE FEET



FOR: -TOWN OF NEENAH
 -ATTN: ELLEN SKERKE
 -1600 BREEZEWOOD LANE
 -NEENAH, WI 54956

DRAFTED BY: *Marty J. Abing*
 9-17-2020



McMAHON
 ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
 1445 McMAHON DRIVE NEENAH, WI 54956
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
 PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

ALL OF OUTLOT 1 OF CERTIFIED SURVEY MAP No. 7472 RECORDED AS DOCUMENT No. 1787976, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 4998 AS RECORDED IN VOLUME 1 OF MAPS ON PAGE 4998 AS DOCUMENT NO. 1180642, AND PART OF LOT 2 OF CERTIFIED SURVEY MAP No. 4342 AS RECORDED IN VOLUME 1 OF MAPS ON PAGE 4342 AS DOCUMENT NO. 1070011, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

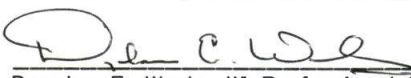
I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Outlot 1 of Certified Survey Map No. 7472 recorded as Document No. 1787976, and part of Lot 1 of Certified Survey Map No. 4998 as recorded in Volume 1 of Maps on Page 4998 as Document No. 1180642, and part of Lot 2 of Certified Survey Map No. 4342 as recorded in Volume 1 of Maps on Page 4342 as Document No. 1070011, located in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin containing 584,673 Square Feet (13.422 Acres) of land more or less being more fully described as follows:

Commencing at the West 1/4 corner of said SECTION 20; Thence N89°34'45"E (recorded as N89°34'43"E & N89°49'20"E), 1409.95 feet (recorded as 1725.366' TPP Plat No. 1517-07-21-4.29) along the South line of the Northwest 1/4 of said SECTION 20 to the Point of Beginning; Thence continue N89°34'45"E (recorded as N89°34'43"E & N89°49'20"E), 432.24 feet along said South line to the Southwest corner of said Outlot 1; Thence N39°12'26"E, 433.15 feet along the West line of said Outlot 1 to the Northwest corner thereof; Thence S50°59'40"E, 445.93 feet (recorded as S51°00'10"E, 433.31') along the Northerly line of said Outlot 1 and the Northerly line of said Lot 2 to a Point on the North line of Parcel 250 Transportation Project No. 1517-07-21-4.29; Thence S26°26'44"W, 370.50 feet (recorded as 370.46 feet) along the North line of said Parcel 250; Thence S44°55'39"W, 246.90 feet along the North line of said Parcel 250; Thence S62°29'11"W, 166.22 feet along the North line of said Parcel 250; Thence S79°03'15"W, 429.44 feet along the North line of said Parcel 250; Thence N41°08'55"W, 230.90 feet along the North line of said Parcel 250; Thence N01°01'50"E, 432.92 feet along the North line of said Parcel 250 to the Point of Beginning

That I have made this survey by the direction of the Owners of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with Section 236.34 of the Wisconsin Statutes, Town of Neenah and the Winnebago County Subdivision Ordinance in surveying, dividing and mapping the same

Given under my hand and seal this 17th day of September, 2020.



Douglas E. Woelz, WI Professional Land Surveyor S-2327



NOTE
Outlot 1 of Certified Survey Map No. 7472 subject to an Agreement for Storm Water and Fire Protection Water Testing. Said Agreement will be per a separate document between Owner of Lot 3 Certified Survey Map No. 7472 and Outlot 1. Agreement shall be for the benefit of Lot 3 for Storm water discharge and for Fire Protection Equipment testing (retrieval and discharging of clean water).

NOTES

- THIS CERTIFIED SURVEY MAP IS ALL OF PARCEL ID.S 01002110104 & 010021805 AND PART OF 0100218.
- THE PROPERTY OWNER OF RECORD IS THE TOWN OF NEENAH
- THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN PROPERTY DESCRIBED IN DOCUMENT No. 1085753 (010021805 & 0100218) LESS DOCUMENT NO. 1681186 & DOCUMENT No. 1801637 (01002110104)

Application #21-ZC-5630

Date of Hearing:

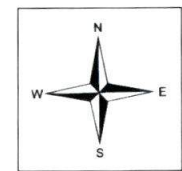
April 27, 2021

Owner(s):

TOWN OF NEENAH

Subject Parcel(s):

01002110104



Winnebago County
WINGS Project

Scale
1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial Zoning Jurisdiction

Incorporated Area



○ = SITE

Application #21-ZC-5630

Date of Hearing:

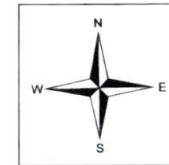
April 27, 2021

Owner(s):

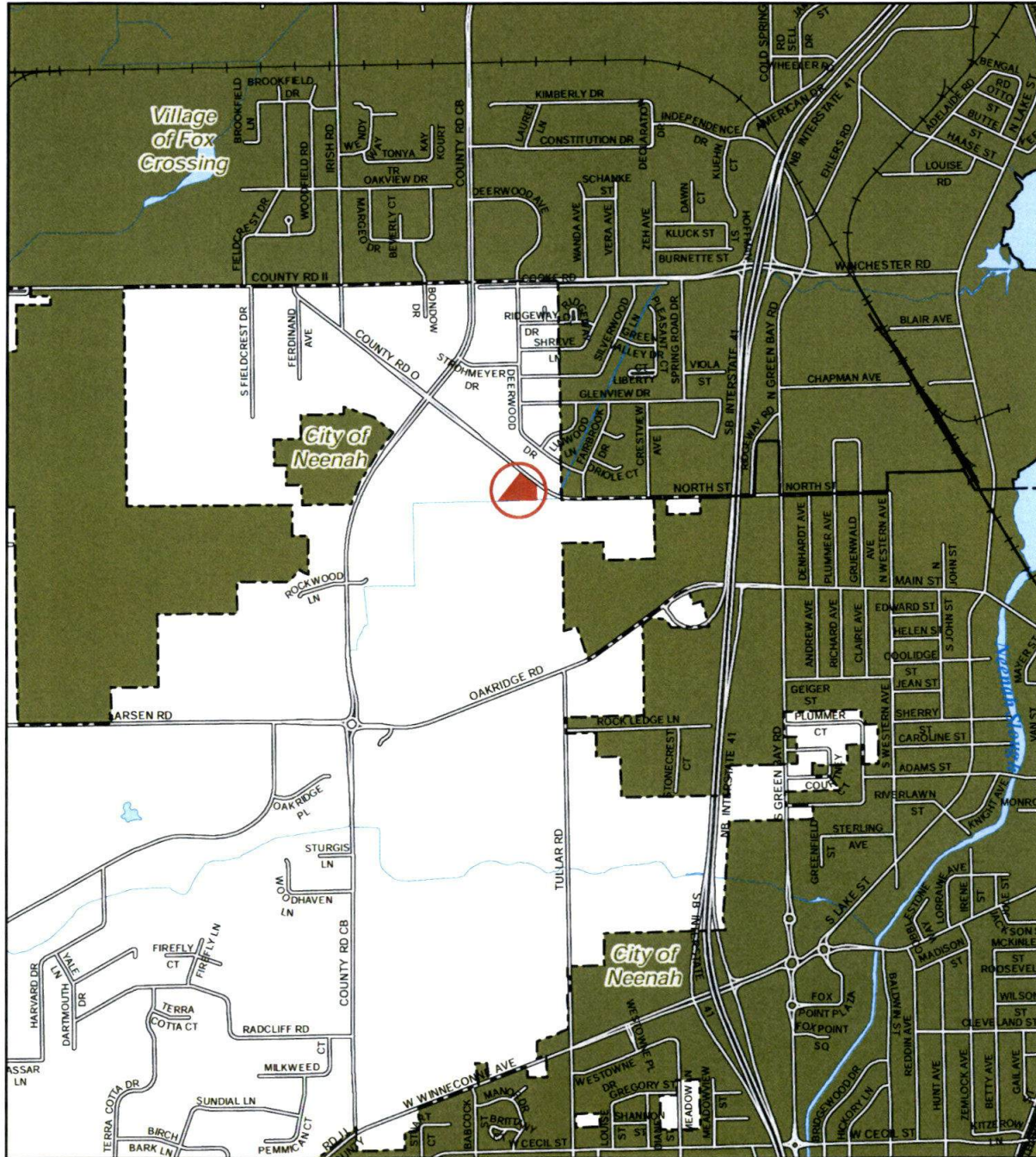
TOWN OF NEENAH

Subject Parcel(s):

01002110104

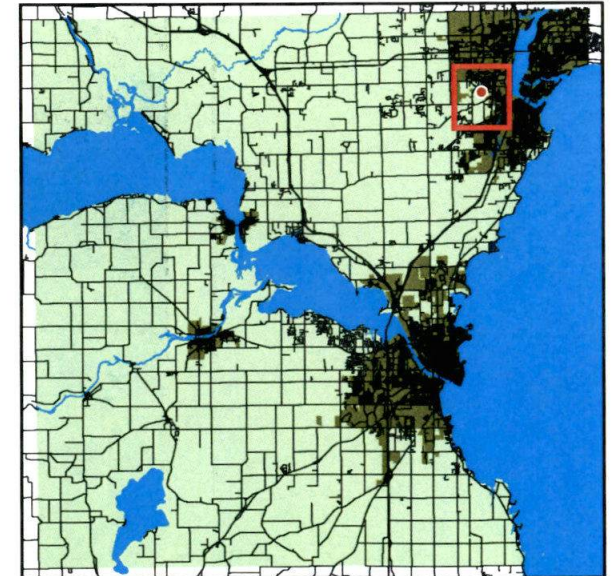


Winnebago County
WINGS Project



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5600 filed with the County Clerk by:

PUHL, FRANK J; BUEHLER, OLIVIA K ; CLIFFORD, CYNTHIA M ; ERTMER, BRADLEY P, Town of OMRO and referred to the Planning and Zoning Committee on 4/20/2021 and

WHEREAS, a Public Hearing was held on 4/27/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: PUHL, FRANK J; BUEHLER, OLIVIA K ; CLIFFORD, CYNTHIA M ; ERTMER, BRADLEY P

Agent(s):

Location of Premises Affected: 1820 SPRINGBROOK RD OMRO, WI 54963

Legal Description: Being a part of the NE 1/4 of the SW 1/4 Section 9, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-025901, 016-0259(p)

Sewer:	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Required	<input type="checkbox"/> Municipal	<input checked="" type="checkbox"/> Private System
Overlay:	<input type="checkbox"/> Airport	<input type="checkbox"/> SWDD	<input type="checkbox"/> Shoreland	
	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Wetlands	

WHEREAS,
Applicant is requesting a rezoning to R-1 Rural Residential,
And
WHEREAS, we received No Response from the Town of OMRO.
And

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

The Town of OMRO has Not Responded. Town findings for No Response were as follows: NA

1. The Town of Omro has not responded.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 05/03/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5600 as follows:

Being a part of the NE 1/4 of the SW 1/4 Section 9, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

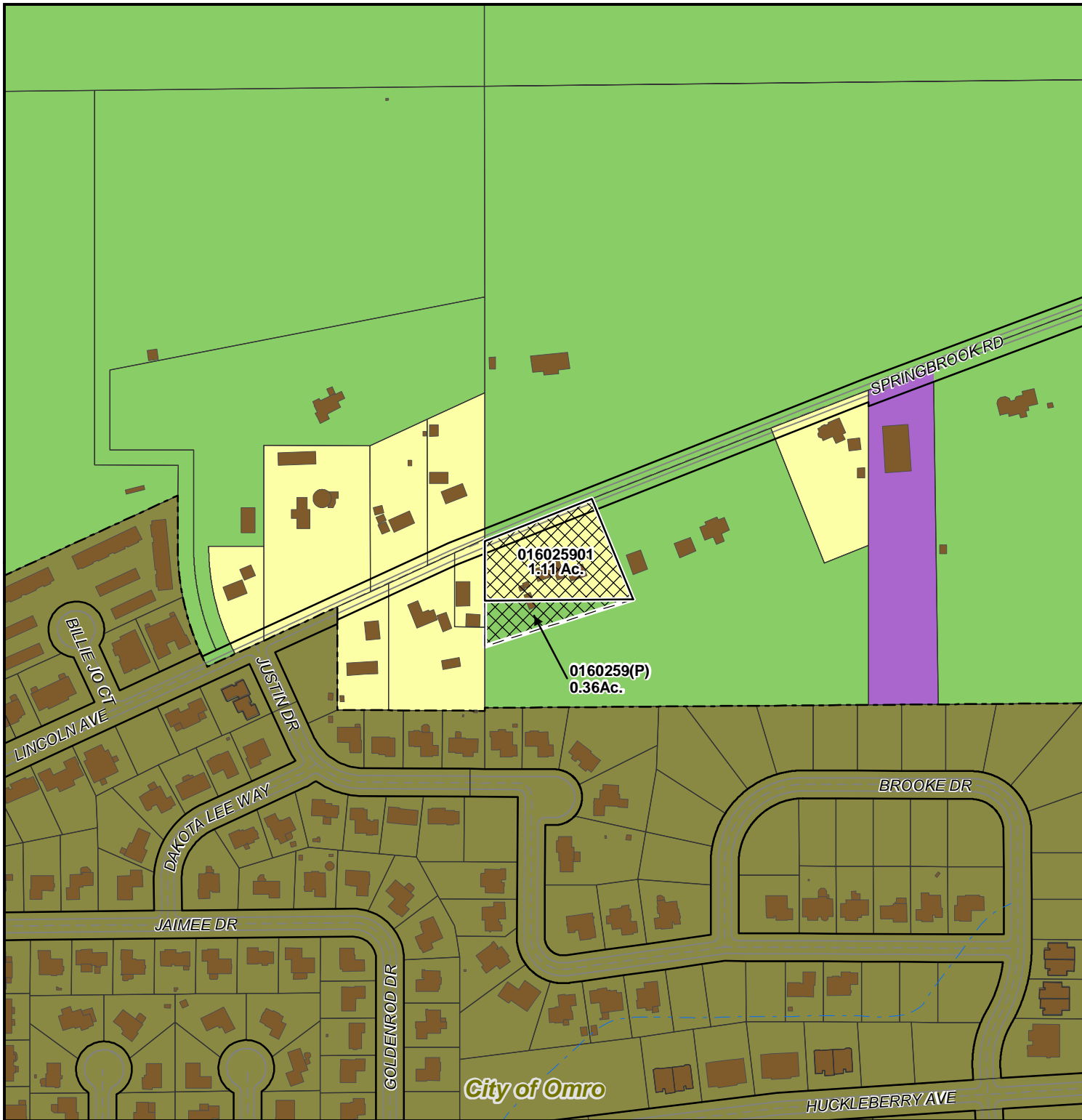
ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ____ DAY OF _____, 2021.

Jon Doemel
County Executive

County Board Supervisory district 34 ELLIS



Application #21-ZC-5600

Date of Hearing:

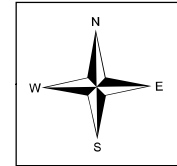
April 27, 2021

Owner(s):

PUHL, FRANK J &
 CLIFFORD, CYNTHIA M /
 ERTMER, BRADLEY P &
 BUEHLER, OLIVIA K

Subject Parcel(s):

016025901 & 0160259(P)



Winnebago County
 WINGS Project

Scale

1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
 Zoning Jurisdiction

Incorporated Area

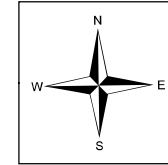
○ = SITE

Application #21-ZC-5600

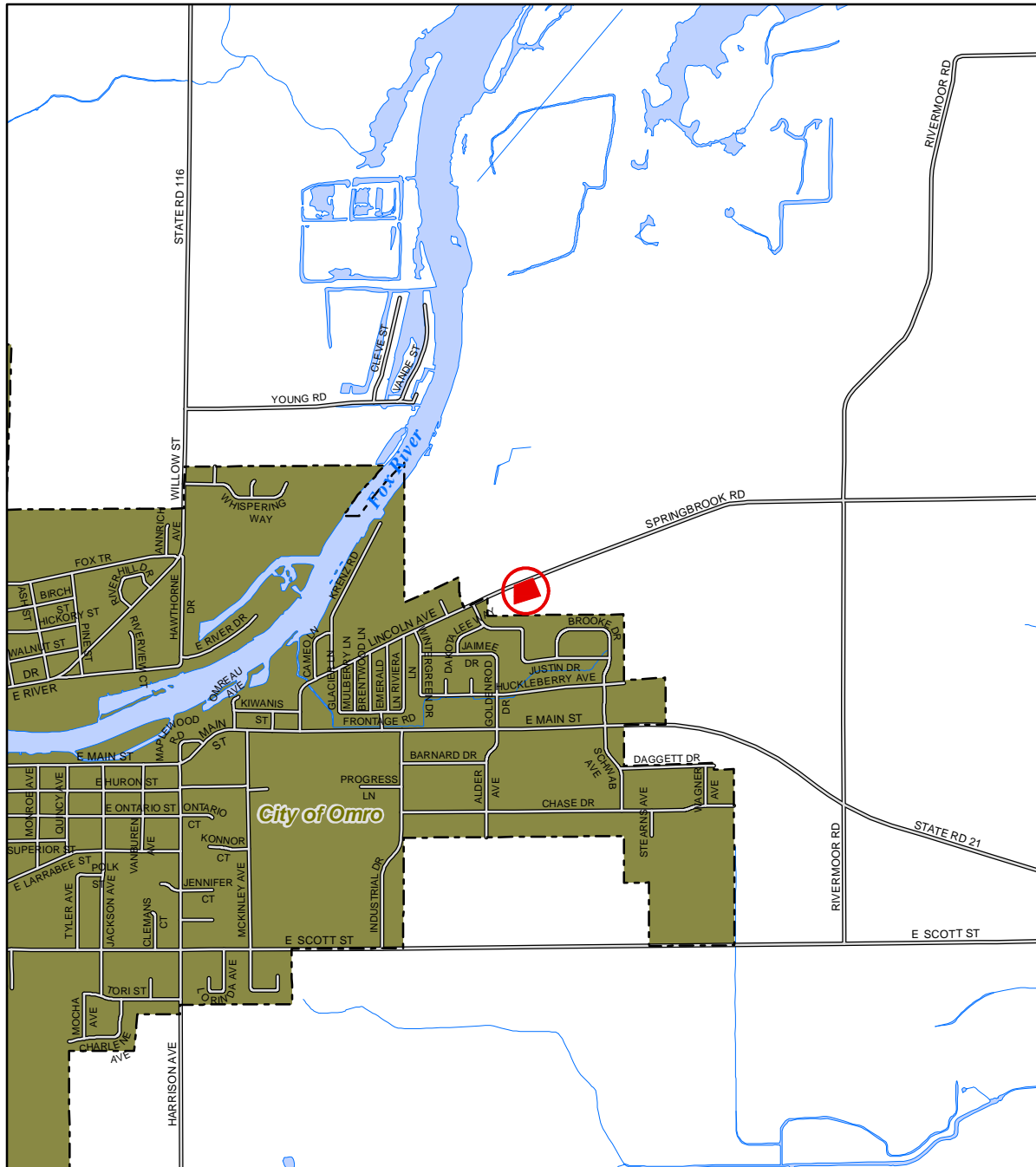
Date of Hearing:
April 27, 2021

Owner(s):
PUHL, FRANK J & CLIFFORD, CYNTHIA M /
ERTMER, BRADLEY P & BUEHLER, OLIVIA K

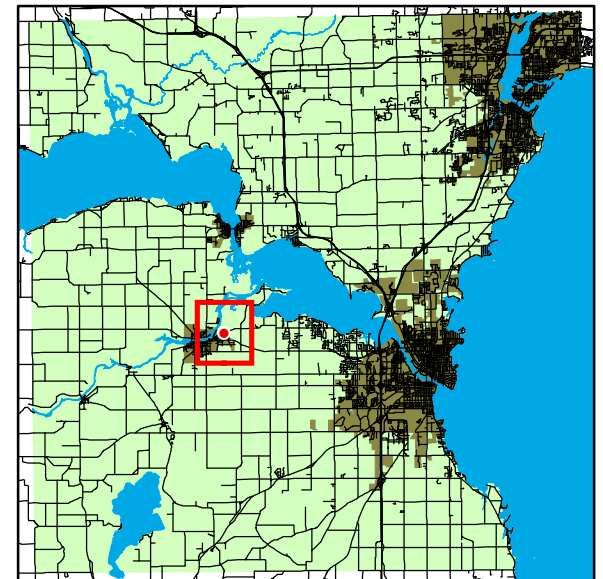
Subject Parcel(s):
016025901 & 0160259(P)



Winnebago County
WINGS Project



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

1 165-052021

2

3 **RESOLUTION: Approve a Transfer of \$322,850 from the Undesignated General Fund Balance to**
4 **the Sheriff's Office Capital Outlay Account to Replace the Boathouse on the Fox**
5 **River at the End of Broad Street in Oshkosh**

6

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

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

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

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

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

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

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

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

32

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

36

37 **Fiscal Impact:** The undesignated general fund balance will be decreased by \$322,850,

38 Respectfully submitted by:

39 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

40 Committee Vote: _____

41 Respectfully submitted by:

42 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

43 Committee Vote: **5-0**

44

45 Respectfully submitted by:

46 **PERSONNEL AND FINANCE COMMITTEE**

47 Committee Vote: **5-0**

48 Vote Required for Passage: **Two-Thirds of Membership.**

49

50 Approved by the Winnebago County Executive this ____ day of _____, 2021.

51

52

53

54

Jonathan Doemel
Winnebago County Executive

2

3 **RESOLUTION: Amend the Table of Organization for the Winnebago County Finance Department**
4 **to Add a Budget Manager and Accountant Position and to Eliminate an**
5 **Accounting Supervisor Position and Approve a Transfer of \$52,101 from the**
6 **Contingency Reserve Accounts to the Finance Department Labor and Other**
7 **Operating Expense Accounts to Cover the Table of Organization Changes**

8

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

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

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

19 **WHEREAS**, making these position changes will require budget transfers totaling \$52,101, consisting of
20 \$47,101 in labor expenses and \$5,000 in other expenses, as detailed below, to cover the remainder of calendar year
21 2021, with amounts for the following years to be included in the county budget

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

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

28

29 **Fiscal Impact:** This transfer will decrease the Salary Contingency account by \$47,101, and the Contingency
30 Reserve account by \$5,000. The current balance in these accounts before the transfer are \$455,000 and \$293,500
31 respectively.

32

33 Respectfully submitted by:

34 **PERSONNEL & FINANCE COMMITTEE**

35 Committee Vote: **5-0**

36 Vote Required for Passage: **Two-Thirds of Membership.**

37

38 Approved by the Winnebago County Executive this ____ day of _____, 2021.

39

40

41

42

Jonathan Doemel
Winnebago County Executive

2 **RESOLUTION: Table of Organization for the Solid Waste Department – Replace an**
3 **Administrative Associate position with an Office Supervisor position and**
4 **replace a Recycling Program Manager position with a Communications /**
5 **Program Development Specialist position.**
6
7

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

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

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

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

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

18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 amends the Table of Organization for the Solid Waste Department by eliminating one full-time Administrative
21 Associate – Solid Waste position and one full-time Recycling Program Manager position and by adding one full-time
22 Office Supervisor position and one full-time Communications / Program Development Specialist position.
23

24 **FISCAL NOTE:** No budget transfer needed.
25
26

27 Respectfully submitted by:

28 **Personal & Finance Committee**
29

30 Committee Vote: **5-0.**
31
32

33 Vote Required for Passage: **Two-thirds of Majority.**
34

35 Approved by the Winnebago County Executive this ____ day of _____, 2021.
36

37 _____
38 Jonathan Doemel
39 Winnebago County Executive
40
41
42

2 **RESOLUTION: Amend the Table of Organization for Park View Health Center to Reduce**
3 **One Full-Time Equivalent Certified Nursing Aide position and Add One**
4 **Full-Time Hospitality Aide Position**

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

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

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

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

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

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

28 **FISCAL NOTE:** No budget transfer is necessary.

30 Respectfully submitted by:
31 **Personal and Finance Committee**

33 Committee Vote: **5-0**

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

38 Approved by the Winnebago County Executive this ____ day of _____, 2021.

41 _____
42 Jonathan Doemel
Winnebago County Executive

2 **RESOLUTION: Approve Values on In-Rem (Tax Deeded) Properties**

3
4
5

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

9

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

12	TOWN OF NEENAH	CITY OF OSHKOSH
13	Parcel No. 010-1497-01	Parcel No. 907-0345
14	Vacant Lot on Harvard Dr, Neenah	Vacant lot on Central St, Oshkosh
15	Suggested Appraised Value \$3,000.00	Suggested Appraised Value \$8,000.00

16

17	CITY OF NEENAH
18	Parcel No. 806-1432
19	1054 Apple Blossom Dr, Neenah
20	Suggested Appraised Value \$155,000.00

21

22 and

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

26

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

30

31 Respectfully submitted by:

32 **PERSONNEL AND FINANCE COMMITTEE**

33 **Committee Vote: 5 - 0**

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

35

36

37 Approved by the Winnebago County Executive this ____ day of _____, 2021.

38

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Jonathan Doemel
Winnebago County Executive

TAX DEEDS OWNED BY WINNEBAGO COUNTY

MUNICIPALITY TOWN OF NEENAH
 PARCEL NO. 010-1497-01
 ASSESSED VALUE \$1,500
 ESTABLISHED VALUE

DESCRIPTION ROLLING HEIGHTS
 S 75 FT OF OL 2 BLK 2

PREVIOUS OWNER
 PHILLIP L & BEVERLY A SCHROEDER
 HARVARD DR
 NEENAH WI 54956

JUDGMENT CASE NO.	DATE OF DEED	RECORDED VOL. PAGE	NO. OF CERTIFICATE	YEAR OF SALE	TAXES	SPECIALS	INTEREST	FEES	TOTAL	REMARKS
19GF20			13355	2016	23.80	808.00	440.85		1,272.65	
			15223	2017	23.08	1,357.70	566.12		1,946.90	
			17113	2018	22.73	1,331.40	392.70		1,746.83	
			18967	2019	21.50	1,286.74	222.41		1,530.65	
			2019 Taxes		22.42	1,307.60	66.50		1,396.52	
			2020 Taxes		21.00	1,250.00			1,271.00	
									0.00	Winterize Plumbing
									0.00	
									0.00	Search & notice fees
									184.80	Guardian ad item
									7.50	Filing fees
									0.00	Advertise for bids
									0.00	Photo
									0.00	Grass/Snow
									0.00	Appraisal
									0.00	Utilities
									0.00	Clean Out
									0.00	Change Locks
TOTAL					134.53	7,341.44	1,688.58	392.30	9,556.85	

DISPOSITION

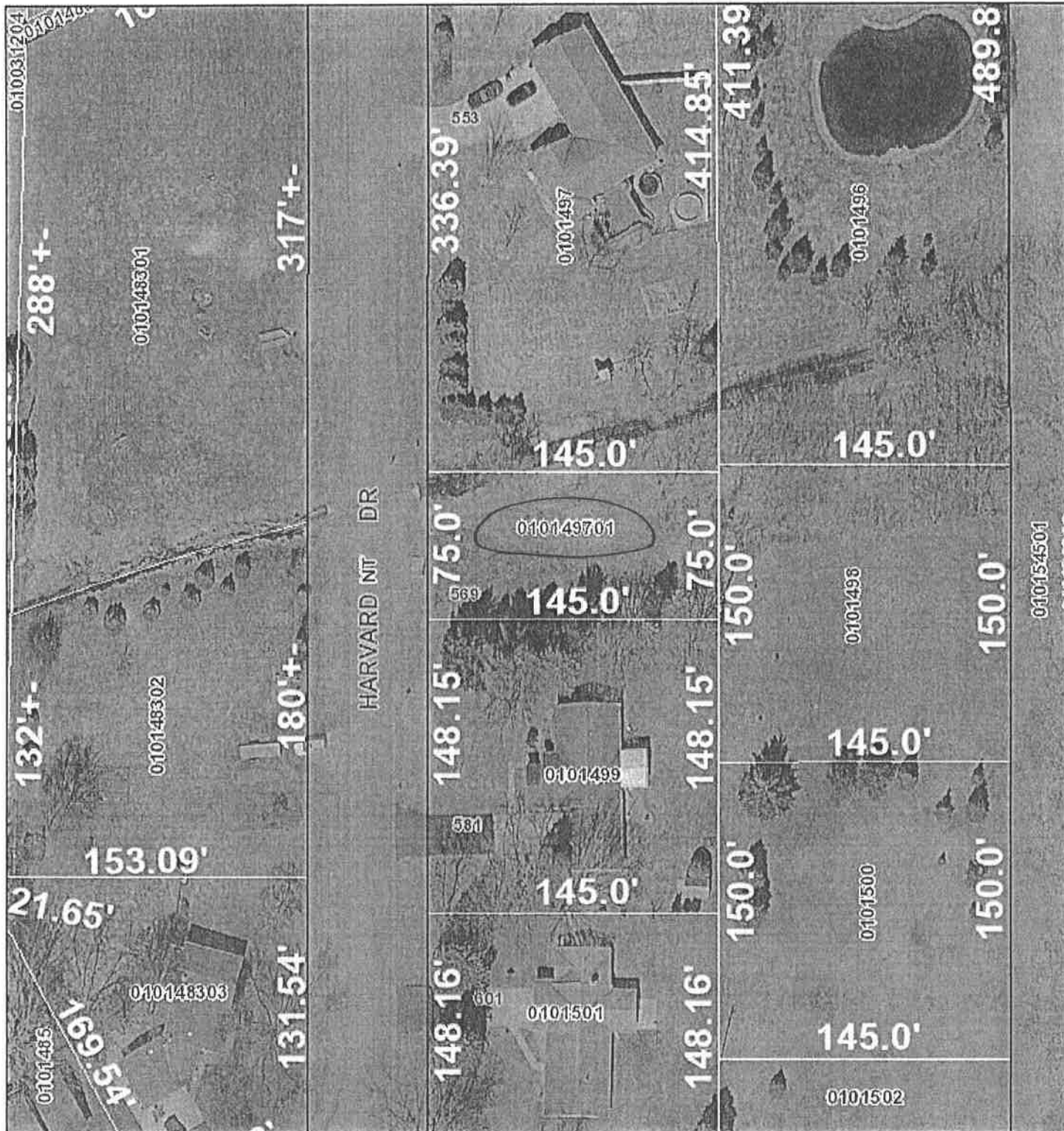
TO

SOLD FOR
 PROFIT (LOSS)

DATE

RECEIPT NO.

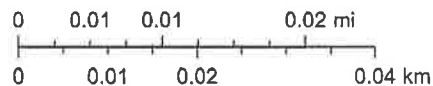
Site Map



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- | | | | |
|--|--------------------------------------|--|------------------------------------|
| | Adjacent Counties | | Navigable - Permanent (checked) |
| | Lakes, Ponds and Rivers | | Navigable - Intermittent (checked) |
| | Navigable Waterways | | Navigable - Stream (checked) |
| | Navigable - Permanent (unchecked) | | Tax Parcel Boundary |
| | Navigable - Intermittent (unchecked) | | Road ROW |
| | Navigable - Stream (unchecked) | | |



Winnebago County GIS, Imagery Date: April 2020

TAX DEEDS OWNED BY WINNEBAGO COUNTY

MUNICIPALITY CITY OF NEENAH

PARCEL NO. 806-1432

ASSESSED VALUE \$155,000

ESTABLISHED VALUE

Land \$30,500 Improvements \$124,500

DESCRIPTION NINTH GREEN ACRES
LOT 1 BLK 32

PREVIOUS OWNER
GREGORY J HAEN
1054 APPLE BLOSSOM DR
NEENAH WI 54956

JUDGMENT CASE NO.	DATE OF DEED	RECORDED VOL. PAGE	NO. OF CERTIFICATE	YEAR OF SALE	TAXES	SPECIALS	INTEREST	FEEES	TOTAL	REMARKS
19GF20			11727	2015	2,454.79	0.00	1,595.61		4,050.40	
			13814	2016	2,721.94	257.50	1,579.10		4,558.54	
			15693	2017	2,699.02	1,375.21	1,670.43		5,744.66	
			17556	2018	2,718.92	1,774.87	1,303.20		5,796.99	
			19395	2019	2,719.09	950.74	623.87		4,293.70	
				2019 Taxes	2,918.35	994.07	312.99		4,225.41	
				2020 Taxes	3,118.24	234.25			3,352.49	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	Winterize Plumbing
									200.00	Search & notice fees
									184.80	Guardian ad litem
									30.00	Filing fees
									0.00	Advertise for bids
									0.00	Photo
									705.00	Grass/Snow
									0.00	Appraisal
									951.12	Utilities
									0.00	Clean Out
									235.95	Change Locks
TOTAL					19,350.35	5,586.64	7,085.20	2,306.87	34,329.06	

DISPOSITION

SOLD FOR

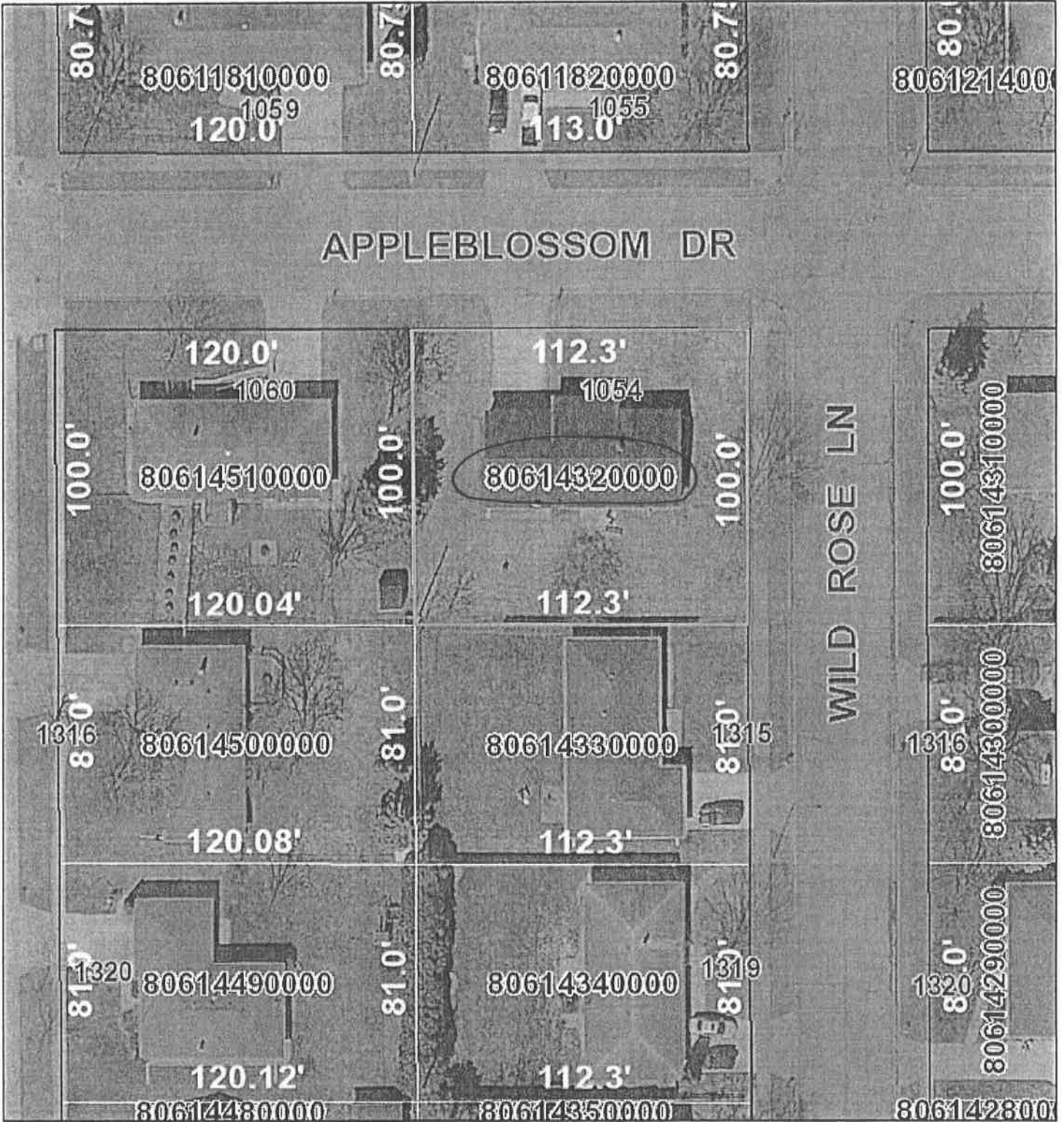
TO

PROFIT (LOSS)

DATE

RECEIPT NO.

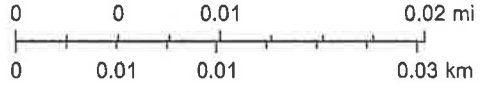
Site Map



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- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
 - Navigable - Permanent (unchecked)
 - Navigable - Intermittent (unchecked)
 - Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW



Winnebago County GIS, Imagery Date: April 2020

TAX DEEDS OWNED BY WINNEBAGO COUNTY

MUNICIPALITY CITY OF OSHKOSH
 PARCEL NO. 907-0345
 ASSESSED VALUE \$8,000
 ESTABLISHED VALUE

DESCRIPTION WM W WRIGHTS SUBD OF PART OF BLOCK 45
 E 1/2 OF LOT 19 OF BLK F

PREVIOUS OWNER
 JEFFERY ADAMS
 CENTRAL ST
 OSHKOSH WI 54901

JUDGMENT CASE NO.	DATE OF DEED	RECORDED VOL. PAGE	NO. OF CERTIFICATE	YEAR OF SALE	TAXES	SPECIALS	INTEREST	FEES	TOTAL	REMARKS
19GF20			14075	2016	2,094.15	2,103.56	2,224.79		6,422.50	
			15963	2017	2,161.03	2,580.41	1,943.99		6,685.43	
			17858	2018	601.75	17,655.74	5,294.67		23,552.16	
			19686	2019	197.98	2,231.21	412.96		2,842.15	
					204.26	2,612.42	230.64		3,047.32	
					207.33	1,158.14			1,365.97	
									0.00	Winterize Plumbing
								0.00	0.00	Search & notice fees
								184.80	184.80	Guardian ad litem
								7.50	7.50	Filing fees
								0.00	0.00	Advertise for bids
								0.00	0.00	Photo
								605.00	605.00	Grass/Snow
								0.00	0.00	Appraisal
								399.54	399.54	Utilities
								0.00	0.00	Clean Out
								0.00	0.00	Change Locks
TOTAL					5,467.00	28,341.48	10,107.05	1,396.84	45,312.37	

DISPOSITION

SOLD FOR

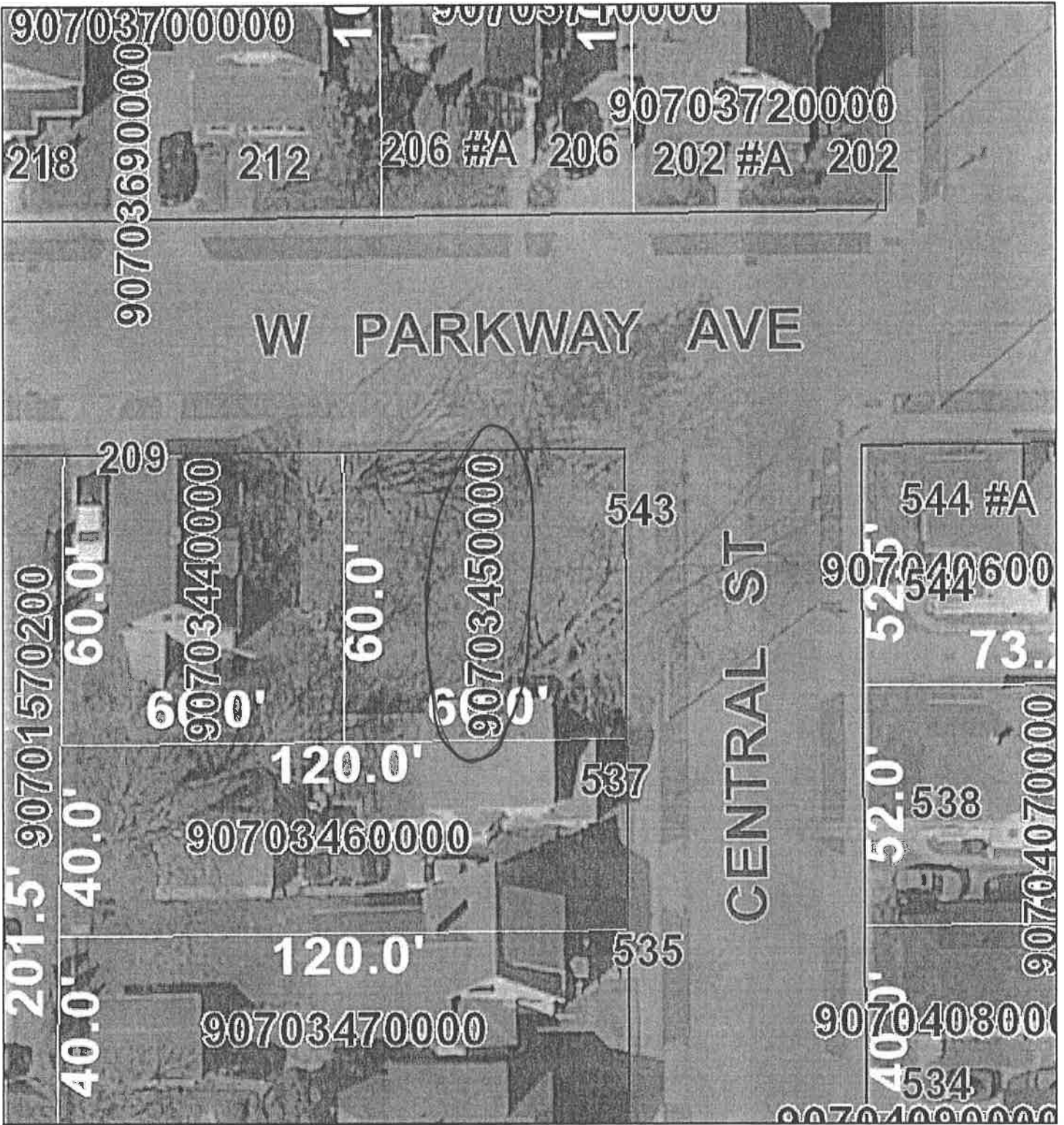
TO

PROFIT (LOSS)

DATE

RECEIPT NO.

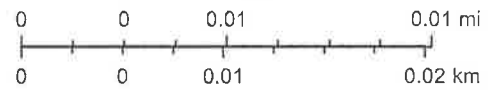
Site Map



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- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
 - Navigable - Permanent (unchecked)
 - Navigable - Intermittent (unchecked)
 - Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW



Winnebago County GIS, Imagery Date: April 2020

2 **RESOLUTION: Designate May as Asian American and Pacific Heritage Month**

3
4

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

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

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

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

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

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

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

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

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

25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that beginning May
26 2021 and every May hereinafter as Asian American and Pacific Islander Heritage Month is declared with appropriate
27 instructional activities to recognize the countless contributions that Asian Americans and Pacific Islanders have made
28 to this nation.
29

30

31 Respectfully submitted by:

32 **Mike Norton, Winnebago County Supervisor District 29**

33 **Julie Gordon, Winnebago County Supervisor District 17**

34 **Tom Snider, Winnebago County Supervisor District 34**

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

36

37 Approved by the Winnebago County Executive this ____ day of _____, 2021.

38

39

40 _____
41 Jonathan Doemel
42 Winnebago County Executive

2 **RESOLUTION: Authorize Execution of Airport Ground Lease Between Winnebago**
3 **County and Ben Jacobs**
4

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

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

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

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

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

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

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 approves a ground lease agreement with Ben Jacobs encompassing 5,120 square feet of bare aeronautical use land
19 adjacent to Taxiway Hotel at Wittman Regional Airport pursuant to those terms as stated above. A complete copy of
20 said ground lease is attached and incorporated herein by reference as a part of this Resolution.
21

22
23 Respectfully submitted by:

24 **AVIATION COMMITTEE**

25 Committee Vote: **5-0**

26
27 Vote Required for Passage: **Majority.**

28
29 Approved by the Winnebago County Executive this ____ day of _____, 2021.
30

31 _____
32 Jonathan Doemel
33 Winnebago County Executive
34
35
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GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
BEN JACOBS

1. Parties. This Lease Agreement executed this 1st day of June, 2021, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and Ben Jacobs, hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR hereby agrees to and does lease unto the LESSEE and the LESSEE agrees to and hereby does lease from the LESSOR the premises hereafter described for the term and at the rental and upon the conditions hereinafter set forth.
3. Description of the Leased Premises.

The leased premises consisting of 5,120 square feet more or less is depicted in Exhibit "A-1" attached hereto and incorporated herein by reference, Exhibit "A-1" being a site plan prepared by the LESSOR.

The hangar will be fifty (50) feet by fifty-four (54) feet, with the leased area extending five (5) feet beyond the hangar on the sides and rear wall. The leased area shall also include land for an aircraft apron, sized twenty-five (25) feet long and fifty-four (54) feet wide with the leased area extending five (5) feet beyond the apron on two sides. The hangar will be located at the following approximate points as depicted on the attached Exhibit A-1:

Northwest Corner: N 43° 59' 41.60" W 88° 33' 28.52"

Northeast Corner: N 43° 59' 41.60" W 88° 33' 27.84"

Southeast Corner: N 43° 59' 41.07" W 88° 33' 27.84"

Southwest Corner: N 43° 59' 41.07" W 88° 33' 28.52"

4. Length of Lease.

- a. Initial Term. This lease shall be for an initial term of twenty (20) years commencing on June 1, 2021 and ending on May 31, 2041.
- b. Option to Renew. LESSEE shall have the option to renew this lease for two (2) additional ten (10) year option terms, provided written notice of intent to exercise each option term is provided to LESSOR no later than ninety (90) days prior to the expiration of the then current term.
- c. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 20 herein entitled "LESSEE's Rights Upon Termination" shall apply.

5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:

- a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be sixteen cents (\$0.16) per square foot per year, or Six Hundred Forty Dollars (\$640.00) per year, whichever is greater.
- b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
- c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.

6. Authorized Uses.

- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately

impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.

- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
 - c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
 - d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 20 herein entitled LESSOR'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld
7. Obligations of LESSOR.
- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
 - b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other

foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.
- b. Construction of Hangar. LESSEE agrees to commence construction of the hangar improvements within 120 days of execution of this lease.
- c. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 16, "Default", of the Lease Agreement.
- d. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- e. Compliance with Federal Aviation Regulations and Transportation Security

Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR. LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 20, herein, should any changes in federal or state law or regulation require such alteration or termination.

- f. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.
- g. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- h. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against

the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

- i. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.
- j. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor

sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.

- k. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - l. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 10 hereunder.
10. Arbitration:
- a. This Agreement shall be covered by the laws of the State of Wisconsin.
 - b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - i. The American Arbitration Association shall submit a panel of five (5) arbitrators

to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
- iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
- v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for

a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that: (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume

purchasers.

LESSEE shall have the right and privilege of engaging in, and conducting all operations authorized under the terms of this lease, provided, however, that this Agreement shall not be construed in any manner to grant the LESSEE or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those leased exclusively to the LESSEE hereunder.

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. Condemnation.

- a. If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and

paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

16. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

17. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

18. Future Development.

- a. LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves

the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease
 - iii. Failure to cure LESSEE's obligation to commence construction of hangar improvements within 120 days of execution of this lease.
 - iv. The making by LESSEE of any general assignment for the benefit of creditors.
 - v. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - vi. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or

any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.

- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition

by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or

- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,
- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:

- i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.

- ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
 - 1. Premises - Operations
 - 2. Products and Completed Operations
 - 3. Broad Form Property Damage
 - 4. Blanket Contractual
 - 5. Professional Liability, if applicable

- iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the

Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808

Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
 - 1. Owned Automobiles, if applicable
 - 2. Hired Automobiles
 - 3. Non-Owned Automobiles
 - v. During construction activities LESSEE and their contractors shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of \$5,000,000 per occurrence / \$5,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.
 - vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
 - vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
 - viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.
- d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and

from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.

24. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.
25. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.
26. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSOR:

Airport Director
Wittman Regional Airport
525 W. 20th Avenue
Oshkosh, WI 54902-6871

b. To the LESSEE

Ben Jacobs
5788 I Ah Maytah Rd
Oshkosh, WI 54901

Or to such other address or person as shall from time to time be designated by the parties in writing.

27. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to the subject premises and taxiway access between existing taxiway and leased property.
28. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.
29. Compliance with Wisconsin Public Records Law: Lessee understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of a Lessee that are “produced or collected” by the Lessee under this Agreement (“Records”). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee is (1) obligated to retain Records for seven (7) years from the date of the Record’s creation; and (2) produce such Records to County if, in County’s determination, County is required to produce the records to a third party in response to a public records request. Lessee’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.
30. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

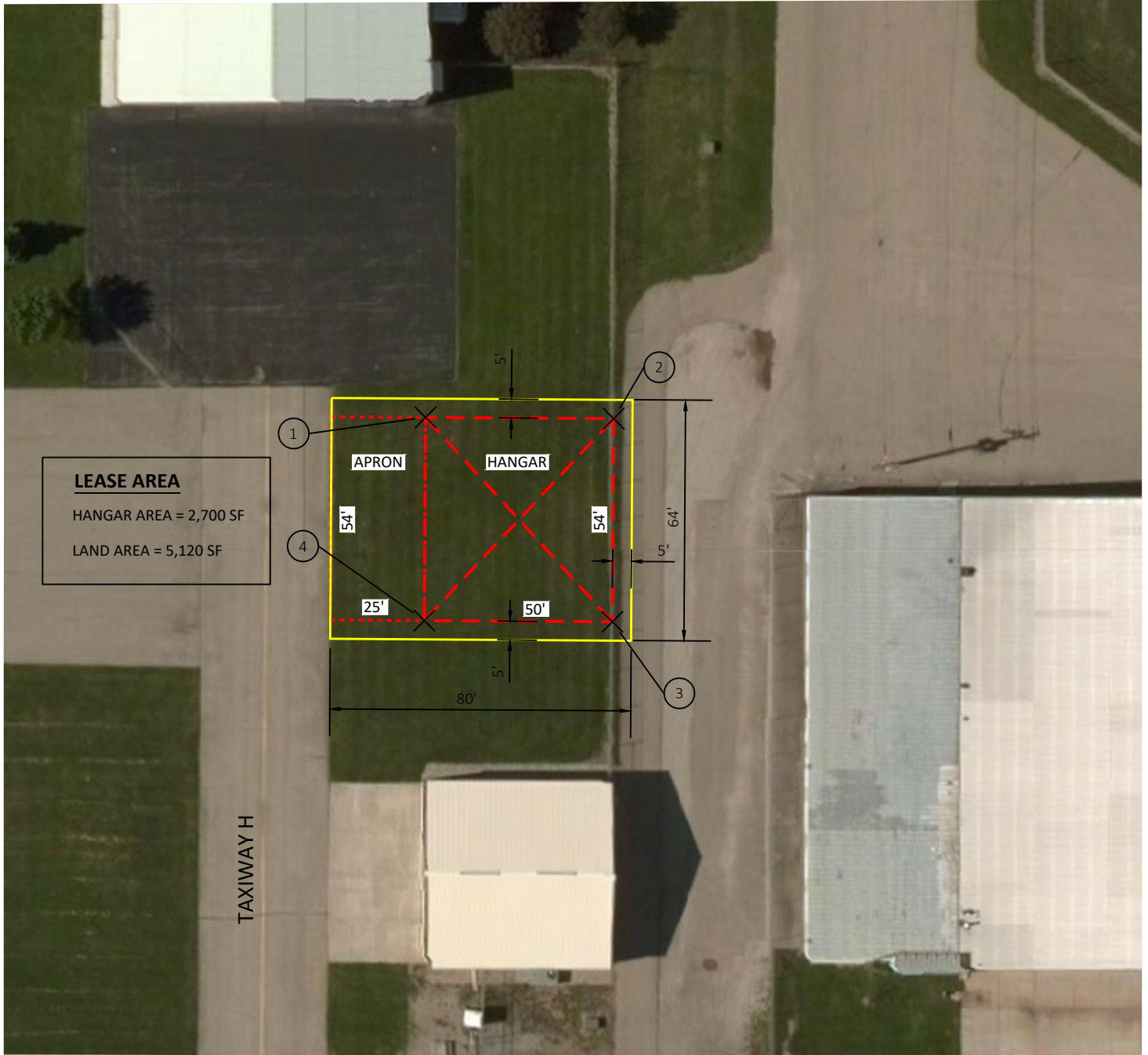
BY: _____
Jon Doemel
County Executive

Susan T Ertmer
County Clerk

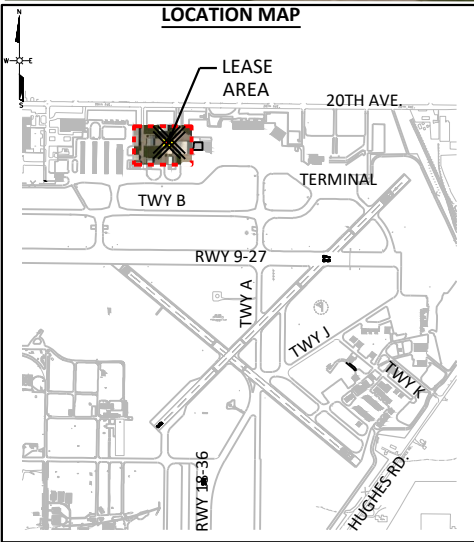
BEN JACOBS (LESSEE)

BY: _____
Ben Jacobs

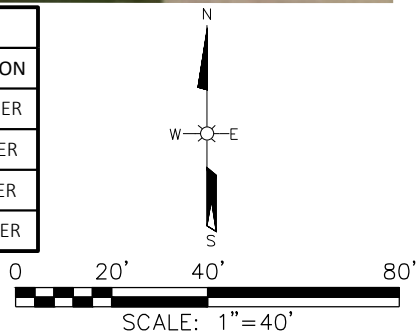
LEASE AREA - EXHIBIT A.1



LEASE AREA
 HANGAR AREA = 2,700 SF
 LAND AREA = 5,120 SF



POINT TABLE - LAT AND LONG				
PT. #	LATITUDE	LONGITUDE	ELEV.	DESCRIPTION
1	N043° 59' 41.60"	W088° 33' 28.52"	778.0	NW CORNER
2	N043° 59' 41.60"	W088° 33' 27.84"	778.0	NE CORNER
3	N043° 59' 41.07"	W088° 33' 27.84"	778.0	SE CORNER
4	N043° 59' 41.07"	W088° 33' 28.52"	778.0	SW CORNER



Westwood	DRAWN : MEF	SCALE : AS SHOWN	
	REVIEWED : ---	PROJ.:	
	APPROVED : ---	FILE : LEASE-JACOBS	
DATE : 5/4/2021		SHEET	
ONE SYSTEMS DRIVE APPLETON, WI 54914-1654		1 of 1	
PHONE: (920) 735-6900 FAX: (920) 830-6100			
REV.	DATE	APPRD	DESCRIPTION

WITTMAN REGIONAL AIRPORT
 OSHKOSH, WISCONSIN

LEASE AREA
JACOBS HANGAR (54'X50')
EXHIBIT A.1

1 172-052021

2 **RESOLUTION: Execute Easement Agreement between Winnebago County and Northern**
3 **Telephone & Data Corporation (NTD)**

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

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

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

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

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement
17 agreement between Winnebago County and Northern Telephone & Data Corporation (NTD) for the purpose of
18 providing ingress and egress to, installation and maintenance of, a fiber optic line beneath Wittman Regional Airport
19 property.

20 Respectfully submitted by:

21 **AVIATION COMMITTEE**

22
23 Committee Vote: **5-0**

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

25
26 Approved by the Winnebago County Executive this _____ day of _____, 2021.

27
28 _____
29 Jonathan Doemel
30 Winnebago County Executive
31
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EXHIBIT "A"

A part of the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 34, Township 18 North, Range 16 East, and part of the NE 1/4 of the NE 1/4 of Section 3, Township 17 North, Range 16 East, all located in the City of Oshkosh, Winnebago County, WI, lying 5 feet on either side and parallel with a centerline which is described as follows:

Commencing at the Northwest Corner of said Section 34, thence S 88°36'30"E along the north line of the Northwest Quarter of Section 34, 1657.56 feet; thence S01°23'30"W, 871.01 feet to the southwest corner of Lot 1, CSM #1973 recorded as Document No. 718355; thence S35°49'16"W along the southeast right-of-way of South Park Avenue (STH 44), 6.12 feet to the **Point of Beginning** of said centerline;

Thence S89°21'05"E, 26.42 feet;

Thence S00°21'26"W, 121.43 feet;

Thence S57°15'05"W, 55.64 feet;

Thence S39°36'03"W, 339.81 feet to a point described as **Point A**;

Thence S16°50'19"W, 47.41 feet;

Thence S05°54'44"E, 47.52 feet;

Thence S18°22'08"E, 67.00 feet;

Thence S36°30'56"E, 73.33 feet;

Thence S45°29'22"E, 76.58 feet;

Thence S42°43'03"E, 35.66 feet;

Thence S37°44'53"E, 43.90 feet;

Thence S25°00'40"E, 51.05 feet;

Thence S01°52'44"E, 44.44 feet;

Thence S17°58'30"W, 102.85 feet;

Thence S25°22'12"W, 129.61 feet;

Thence S13°41'22"E, 322.09 feet;

Thence N09°46'55"W, 83.58 feet;

Thence S33°49'10"E, 144.08 feet to a point described as **Point B**;

Thence S65°16'49"E, 159.08 feet;

Thence S84°22'15"E, 155.29 feet;

Thence S88°46'54"E, 2286.10 feet to a point described as **Point C**;

Thence S88°45'29"E, 875.13 feet;

Thence N30°08'48"E, 146.61 feet;

Thence N36°11'48"E, 52.70 feet, said centerline there terminating.

AND

Beginning at formerly described **Point A**;

Thence S82°33'26"W, 85.25 feet to the easterly right-of-way line of the intersection of Knapp St and W South Park Avenue (STH 44), there terminating.

AND

Beginning at formerly described **Point B**;

Thence S33°22'03"W, 259.81 feet to the south line of the Northwest 1/4, there terminating. Excluding the portion within the Knapp Street right-of-way as defined on CSM #6516 recorded as Document No. 1564774.

AND

Beginning at formerly described **Point C**;

Thence S01°43'53"W, 141.74 feet;
Thence S33°11'22"W, 44.33 feet;
Thence S47°34'14"W, 59.97 feet;
Thence S56°58'52"W, 67.44 feet;
Thence S04°34'25"W, 67.01 feet;
Thence S00°23'37"E, 548.06 feet;
Thence S02°59'00"E, 82.47 feet;
Thence S00°16'11"W, 99.67 feet;
Thence S38°04'21"E, 51.28 feet;
Thence S25°43'24"E, 86.19 feet;
Thence S00°37'55"W, 88.37 feet;
Thence S03°58'18"W, 40.50 feet;
Thence S18°58'46"W, 91.47 feet;
Thence S26°36'37"W, 107.02 feet;
Thence S18°31'03"W, 173.54 feet;
Thence S00°29'31"W, 143.62 feet;
Thence S11°28'15"W, 59.08 feet;
Thence S01°30'28"E, 321.14 feet;
Thence S28°21'20"E, 42.92 feet;
Thence S80°17'24"E, 73.14 feet;
Thence N87°13'06"E, 158.62 feet;
Thence S82°29'56"E, 187.16 feet;
Thence S05°59'38"W, 94.80 feet;
Thence S00°05'51"E, 168.98 feet;
Thence S49°53'30"E, 54.25 feet;
Thence S80°09'20"E, 86.29 feet;
Thence S33°00'52"E, 58.57 feet;
Thence S10°25'59"E, 33.10 feet to a point described as **Point D**;
Thence S01°28'48"W, 211.44 feet;
Thence S88°47'24"E, 285.96 feet, there terminating.

AND

Beginning at formerly described **Point D**;

Thence $S87^{\circ}44'27''W$, 81.00 feet to an existing utility building, there terminating.

Easement side lines are to be lengthened or shortened to intersect the adjoining described lines at the points of beginning and termination of the easement centerline.

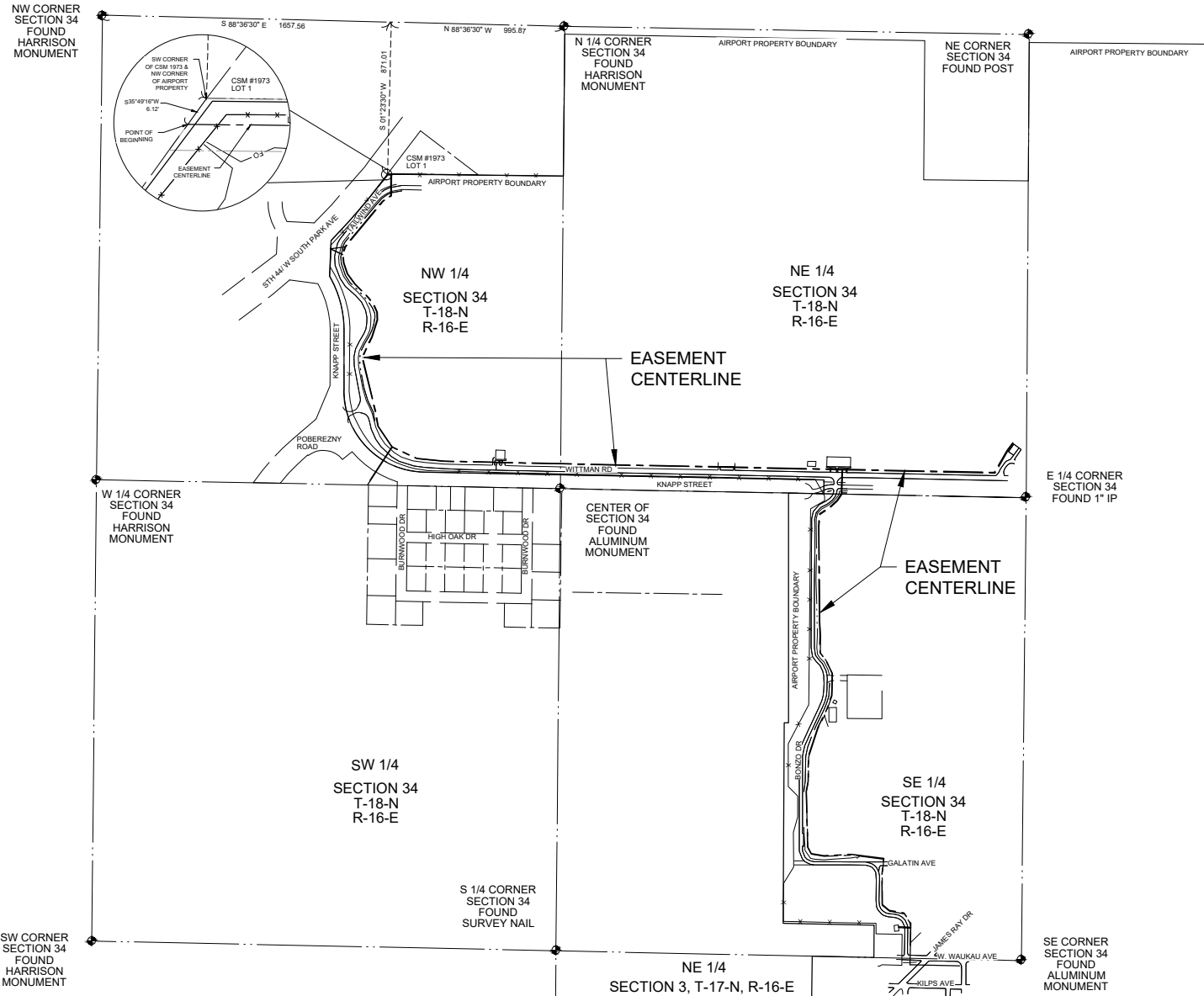
Bearings are referenced to the Wisconsin Coordinate Reference System – Winnebago County, NAD 83 (2011). The north line of Section 34, T18N, R16E bears $S88^{\circ}36'30''$.

EXHIBIT "B"



NOT TO SCALE

A 22"x34" SCALABLE, FULL DETAIL COPY OF EASEMENT CAN BE FOUND AT THE COUNTY SURVEYOR'S OFFICE



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY:
	SRS				
	DESIGNED BY:				
	CHECKED BY:				



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 (608) 242-7779 www.msa-ps.com
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WITTMAN REGIONAL AIRPORT FIBER OPTIC EASEMENT
 NORTHERN TELEPHONE & DATA CORP.
 OSHKOSH, WI

FIBER OPTIC EASEMENT EXHIBIT
 FOR KAPITAN ENGINEERING, INC.

PROJECT NO.
 21389000
 SHEET
 1 OF 1

PLOT DATE: 4/27/2021 7:56 AM, G:\21213890\21389000\CADD\Survey\21389000_Wittman_Fiber_OG.dwg

PERMANENT LIMITED EASEMENT - UTILITY

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.25(12) Wis. Stats.
BOA 6/27/2013 Ch. 114 Wis. Stats

THIS EASEMENT, made by Wittman Regional Airport on behalf of Winnebago County, **GRANTOR**, conveys a permanent limited easement as described below to Northern Telephone & Data Corporation, **GRANTEE**, for the sum of one dollar dollars (\$1.00) for the purpose of installing and maintaining a fiber optic line.

Legal Description:

See Exhibit A for easement description and Exhibit B for map of easement location.

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation
Bureau of Aeronautics - Real Estate
4802 Sheboygan Avenue - Room701
PO Box 7914
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

91323010000, 91323340000, 91334411000,
91334413000, 9133444000, 91323530000

THE CONDITIONS OF SAID EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A AND UTILITY EASEMENT MAP ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Date

State of

)
) ss.
County

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

ADDENDUM A
UTILITY EASEMENT CONDITIONS

The **GRANTOR** is the owner and operator of the Wittman Regional Airport, situated in the County of Winnebago, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

1. **Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of a break, leak or any other emergency situation arising with respect to said facility.
2. **Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
3. **Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.
4. **Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
5. **Preservation of Property:** The **GRANTEE** agrees, upon placing the intended utility services within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops, that occurs with the exercise of these easement rights.
6. **Relocation of Utilities:** Any improvements on said easement lands shall be constructed and maintained at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation or encasement, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures.
7. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected therewith.
8. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.
9. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

EASEMENT DESCRIPTION

A part of the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 34, Township 18 North, Range 16 East, and part of the NE 1/4 of the NE 1/4 of Section 3, Township 17 North, Range 16 East, all located in the City of Oshkosh, Winnebago County, WI, lying 5 feet on either side and parallel to a centerline which is described as follows:

Commencing at the Northwest Corner of said Section 34, thence S 88°36'30"E along the north line of the Northwest Quarter of Section 34, 1657.56 feet; thence S01°23'30"W, 871.01 feet to the southwest corner of Lot 1, CSM #1973 recorded as Document No. 718355; thence S35°49'16"W along the southeast right-of-way of South Park Avenue (STH 44), 6.12 feet to the **Point of Beginning** of said centerline;

Thence S89°21'05"E, 26.42 feet;
 Thence S00°21'26"W, 121.43 feet;
 Thence S57°15'05"W, 55.64 feet;
 Thence S39°36'03"W, 339.81 feet to a point described as **Point A**;
 Thence S16°50'19"W, 47.41 feet;
 Thence S05°54'44"E, 47.52 feet;
 Thence S18°22'08"E, 67.00 feet;
 Thence S36°30'56"E, 73.33 feet;
 Thence S45°29'22"E, 76.58 feet;
 Thence S42°43'03"E, 35.66 feet;
 Thence S37°44'53"E, 43.90 feet;
 Thence S25°00'40"E, 51.05 feet;
 Thence S01°52'44"E, 44.44 feet;
 Thence S17°58'30"W, 102.85 feet;
 Thence S25°22'12"W, 129.61 feet;
 Thence S13°41'22"E, 322.09 feet;
 Thence N09°46'55"W, 83.58 feet;
 Thence S33°49'10"E, 144.08 feet to a point described as **Point B**;
 Thence S65°16'49"E, 159.08 feet;
 Thence S84°22'15"E, 155.29 feet;
 Thence S88°46'54"E, 2286.10 feet to a point described as **Point C**;
 Thence S88°45'29"E, 875.13 feet;
 Thence N30°08'48"E, 146.61 feet;
 Thence N36°11'48"E, 52.70 feet, said centerline there terminating.

AND
 Beginning at formerly described **Point A**;
 Thence S82°33'26"W, 85.25 feet to the easterly right-of-way line of the intersection of Knapp St and W South Park Avenue (STH 44), there terminating.

AND
 Beginning at formerly described **Point B**;
 Thence S33°22'03"W, 259.81 feet to the south line of the Northwest 1/4, there terminating. Excluding the portion within the Knapp Street right-of-way as defined on CSM #6516 recorded as Document No. 1564774.

AND
 Beginning at formerly described **Point C**;
 Thence S01°43'53"W, 141.74 feet;
 Thence S33°11'22"W, 44.33 feet;
 Thence S47°34'14"W, 59.97 feet;
 Thence S56°58'52"W, 67.44 feet;
 Thence S04°34'25"W, 67.01 feet;
 Thence S00°23'37"E, 548.06 feet;
 Thence S02°59'00"E, 82.47 feet;
 Thence S00°16'11"W, 99.67 feet;
 Thence S38°04'21"E, 51.28 feet;
 Thence S25°43'24"E, 86.19 feet;
 Thence S00°37'55"W, 88.37 feet;
 Thence S03°58'18"W, 40.50 feet;
 Thence S18°58'46"W, 91.47 feet;
 Thence S26°36'37"W, 107.02 feet;
 Thence S18°31'03, 173.54 feet;
 Thence S00°29'31"W, 143.62 feet;
 Thence S11°28'15"W, 59.08 feet;
 Thence S01°30'28"E, 321.14 feet;
 Thence S28°21'20"E, 42.92 feet;
 Thence S80°17'24"E, 73.14 feet;
 Thence N87°13'06"E, 158.62 feet;
 Thence S82°29'56"E, 187.16 feet;
 Thence S05°59'38"W, 94.80 feet;
 Thence S00°05'51"E, 168.98 feet;
 Thence S49°53'30"E, 54.25 feet;
 Thence S80°09'20"E, 86.29 feet;
 Thence S33°00'52"E, 58.57 feet;
 Thence S10°25'59"E, 33.10 feet to a point described as **Point D**;
 Thence S01°28'48"W, 211.44 feet;
 Thence S88°47'24"E, 285.96 feet, there terminating.

AND
 Beginning at formerly described **Point D**;
 Thence S87°44'27"W, 81.00 feet to an existing utility building, there terminating.

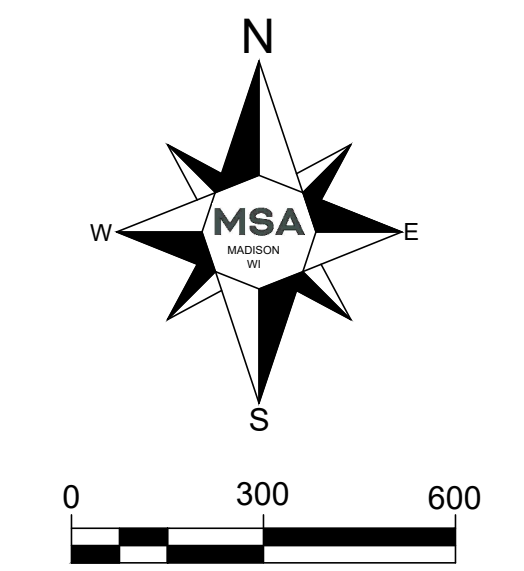
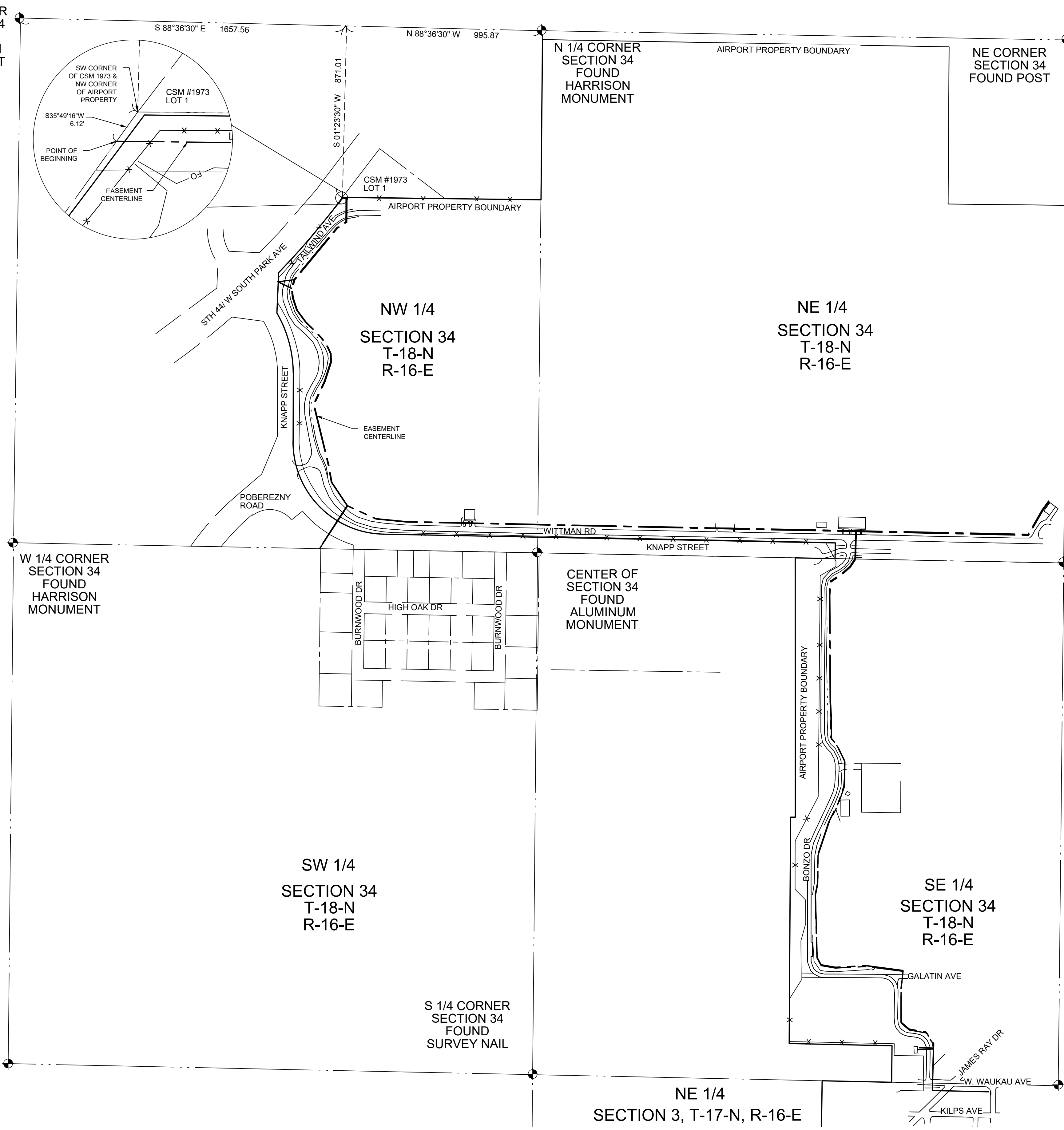
I, Bradley L. Tisdale, State of Wisconsin Professional Land Surveyor, S-2824 do hereby certify that I have surveyed and mapped the easement hereon described and this map is a correct representation to the best of my knowledge and belief.

Bradley L. Tisdale
 Bradley L. Tisdale, PLS S-2824

04/30/2021



SW CORNER SECTION 34 FOUND HARRISON MONUMENT



BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM - WINNEBAGO COUNTY, NAD83 (2011). THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, T18N, R16E BEARS S88°36'30"E.

NOTE: EASEMENT SIDE LINES ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE ADJOINING DESCRIBED LINES AT THE POINTS OF BEGINNING AND TERMINATION OF THE EASEMENT CENTERLINE.

E 1/4 CORNER SECTION 34 FOUND 1" IP

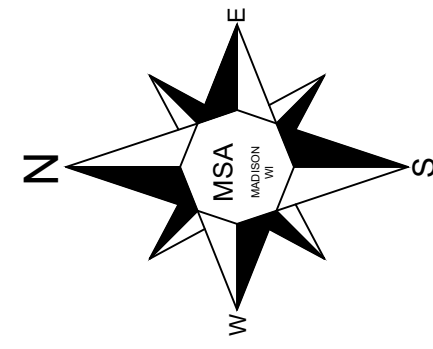
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 NORTHERN TELEPHONE & DATA CORP.
 OSHKOSH, WI

FIBER OPTIC EASEMENT EXHIBIT
 FOR KAPITAN ENGINEERING, INC.

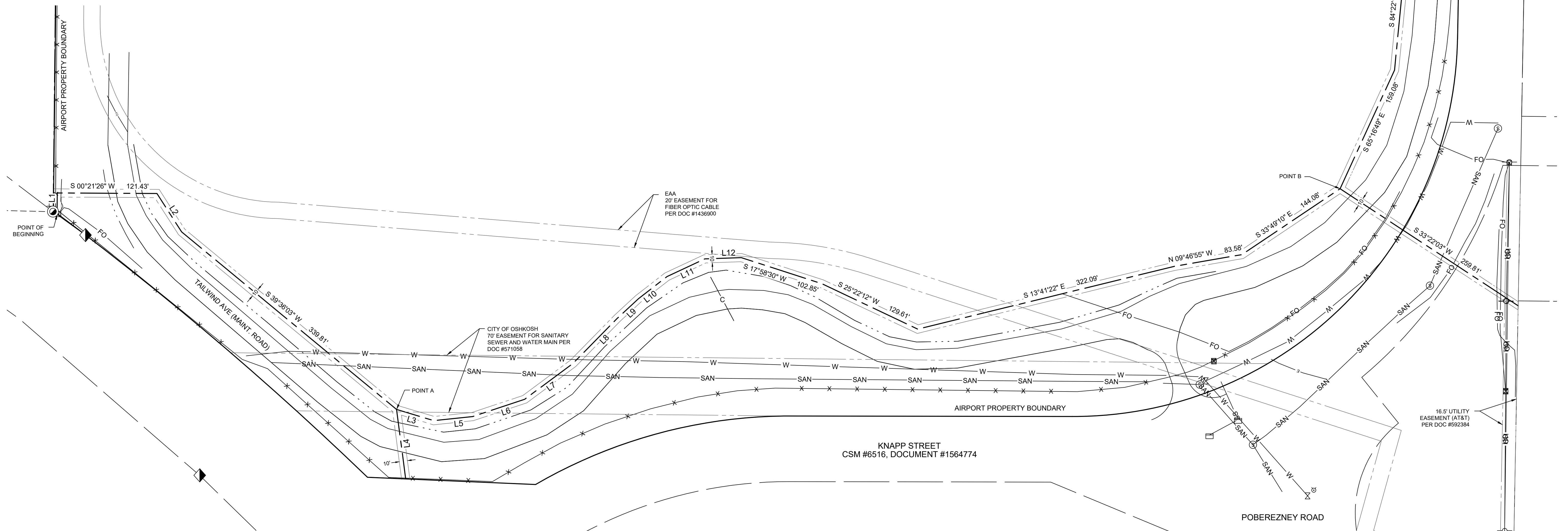
PROJECT NO.
21389000
 SHEET
1 OF 4



LINE	BEARING	LENGTH
L1	S89°21'05"E	26.42'
L2	S57°15'05"W	55.64'
L3	S16°50'19"W	47.41'
L4	S82°33'26"W	85.25'
L5	S05°54'44"E	47.52'
L6	S18°22'08"E	67.00'
L7	S36°30'56"E	73.33'
L8	S45°29'22"E	76.58'
L9	S42°43'03"E	35.66'
L10	S37°44'53"E	43.90'
L11	S25°00'40"E	51.05'
L12	S01°52'44"E	44.44'

- ◆ FOUND SECTION CORNER (AS NOTED)
- ⊙ FOUND 1" IRON PIPE
- ◆ FOUND 3/4" IRON REBAR
- ▲ FOUND MASONRY NAIL
- ▲ FOUND SURVEY NAIL
- CB CATCH BASIN
- CURB INLET
- ⊙ ELECTRIC METER
- ⊗ GATE VALVE
- HH HANDHOLE
- ⊙ HYDRANT
- ⊙ MANHOLE (MISC.)
- ⊗ PEDESTAL
- ⊗ POWER POLE
- ⊙ SANITARY MANHOLE

- BOUNDARY LINE
- CENTERLINE
- - - EXISTING EASEMENT
- · - SECTION LINE
- · - RIGHT-OF-WAY LINE
- · - ABUTTING SURVEY
- E UNDERGROUND ELECTRIC
- T UNDERGROUND TELEPHONE
- CATV UNDERGROUND CABLE TV
- OH OVERHEAD UTILITY
- SAN SANITARY SEWER
- SS STORM SEWER
- W WATER LINE
- G GAS LINE
- x x x x x FENCE LINE
- C CULVERT



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY:
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	CHECKED BY:	Init	-	-	-

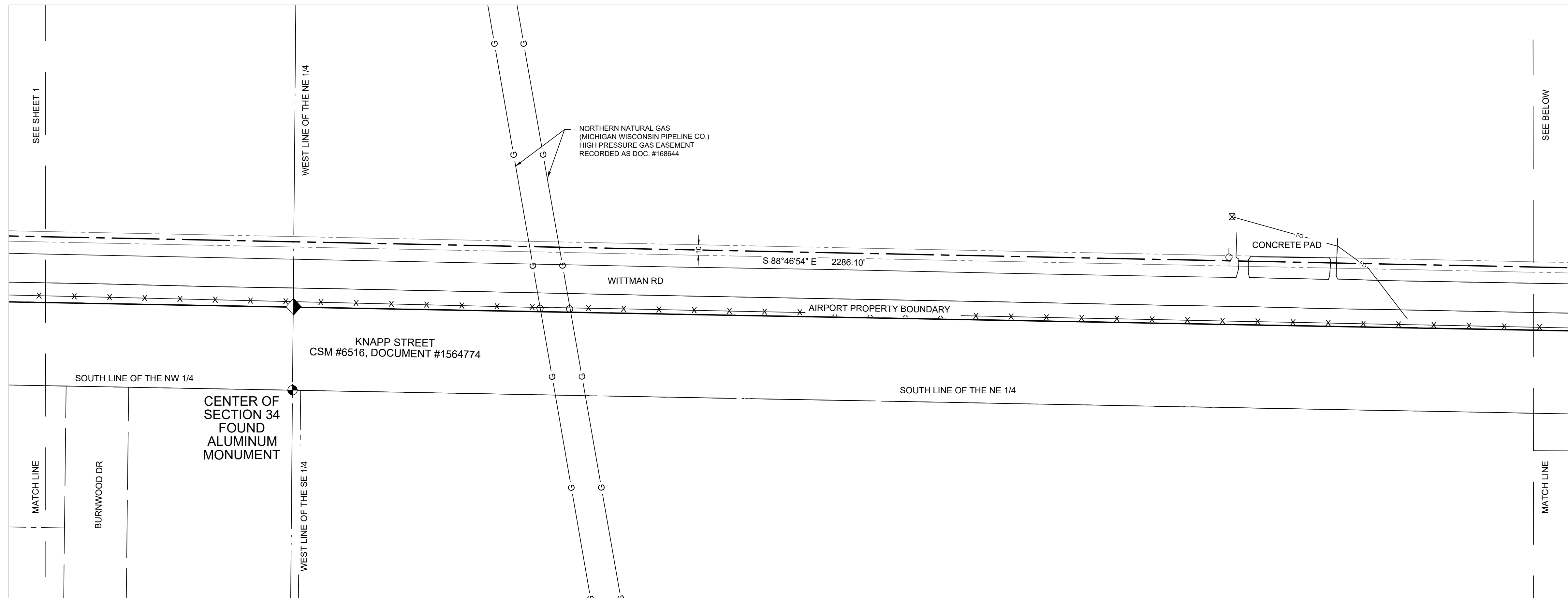


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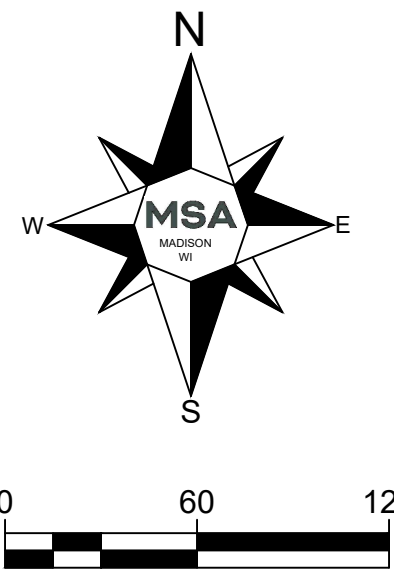
WITTMAN REGIONAL AIRPORT FIBER OPTIC EASEMENT
NORTHERN TELEPHONE & DATA CORP.
OSHKOSH, WI

FIBER OPTIC EASEMENT EXHIBIT
FOR KAPITAN ENGINEERING, INC.

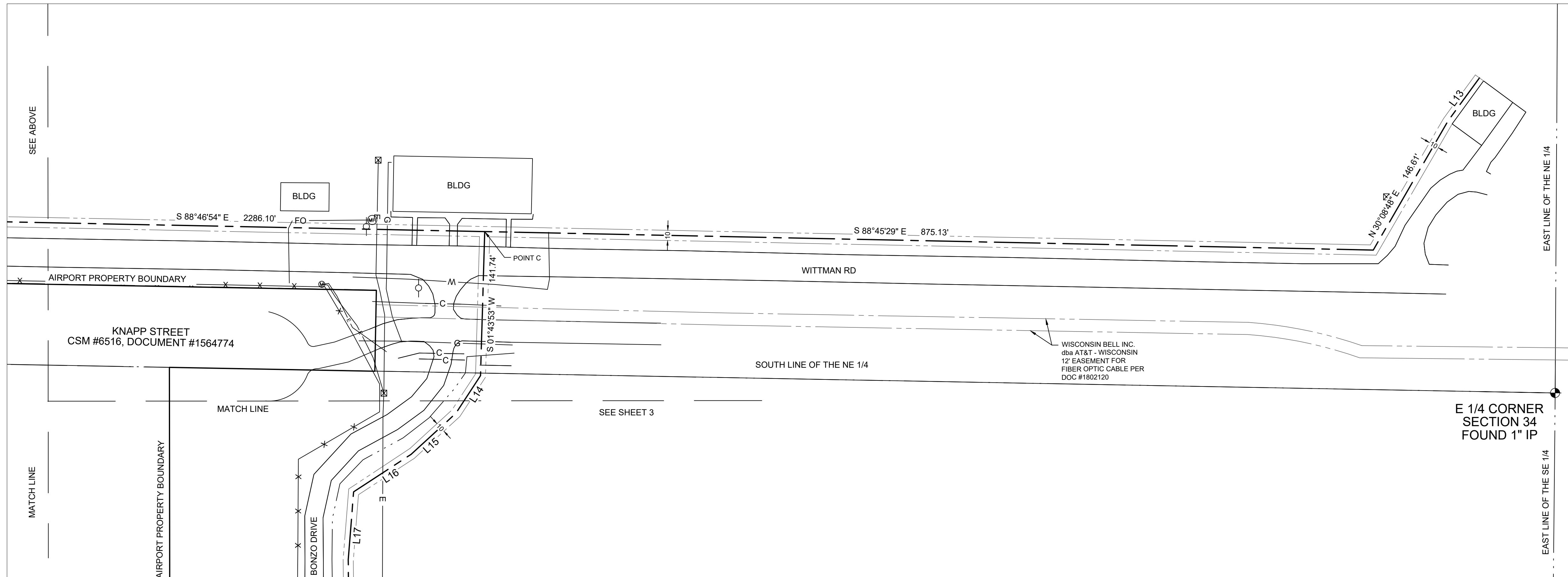
PROJECT NO.
21389000
 SHEET
2 OF 4



LINE	BEARING	LENGTH
L13	N36°11'48"E	52.70'
L14	S33°11'22"W	44.33'
L15	S47°34'14"W	59.97'
L16	S56°58'52"W	67.44'
L17	S04°34'25"W	67.01'



- BOUNDARY LINE
- CENTERLINE
- - - EXISTING EASEMENT
- · - · - SECTION LINE
- · - · - RIGHT-OF-WAY LINE
- - - ABUTTING SURVEY
- E - UNDERGROUND ELECTRIC
- T - UNDERGROUND TELEPHONE
- CATV - UNDERGROUND CABLE TV
- OH - OVERHEAD UTILITY
- SAN - SANITARY SEWER
- SS - STORM SEWER
- W - WATER LINE
- G - GAS LINE
- x x x - FENCE LINE
- C - CULVERT



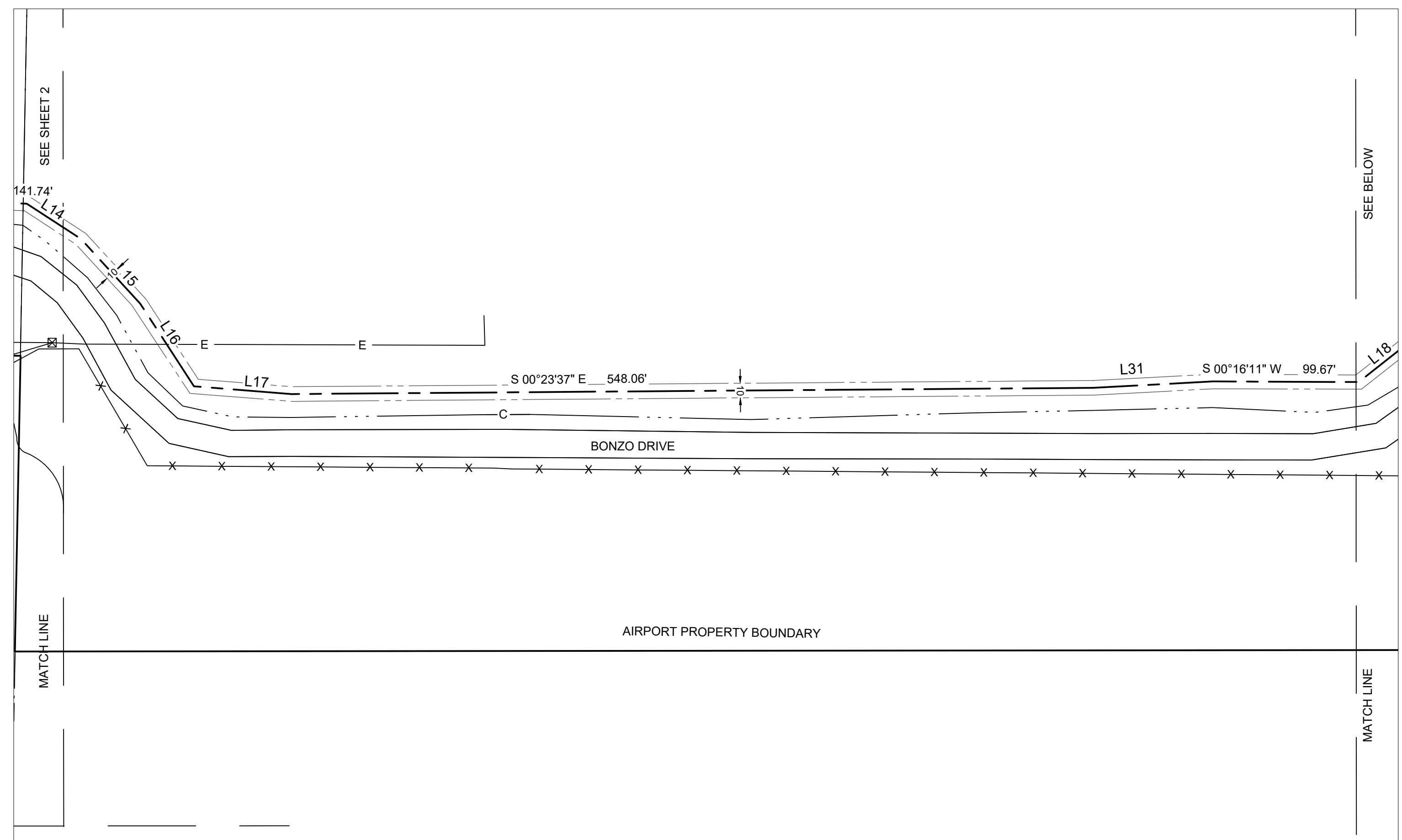
- CB CATCH BASIN
- CI CURB INLET
- M ELECTRIC METER
- X GATE VALVE
- HH HANDHOLE
- HYDRANT
- MH MANHOLE (MISC.)
- PEDESTAL
- PP POWER POLE
- SM SANITARY MANHOLE
- SC FOUND SECTION CORNER (AS NOTED)
- IP FOUND 1" IRON PIPE
- IR FOUND 3/4" IRON REBAR
- MN FOUND MASONRY NAIL
- SN FOUND SURVEY NAIL

PROJECT DATE:	NO.	DATE	REVISION	BY
DRAWN BY: Init	-	-	-	-
DESIGNED BY: Init	-	-	-	-
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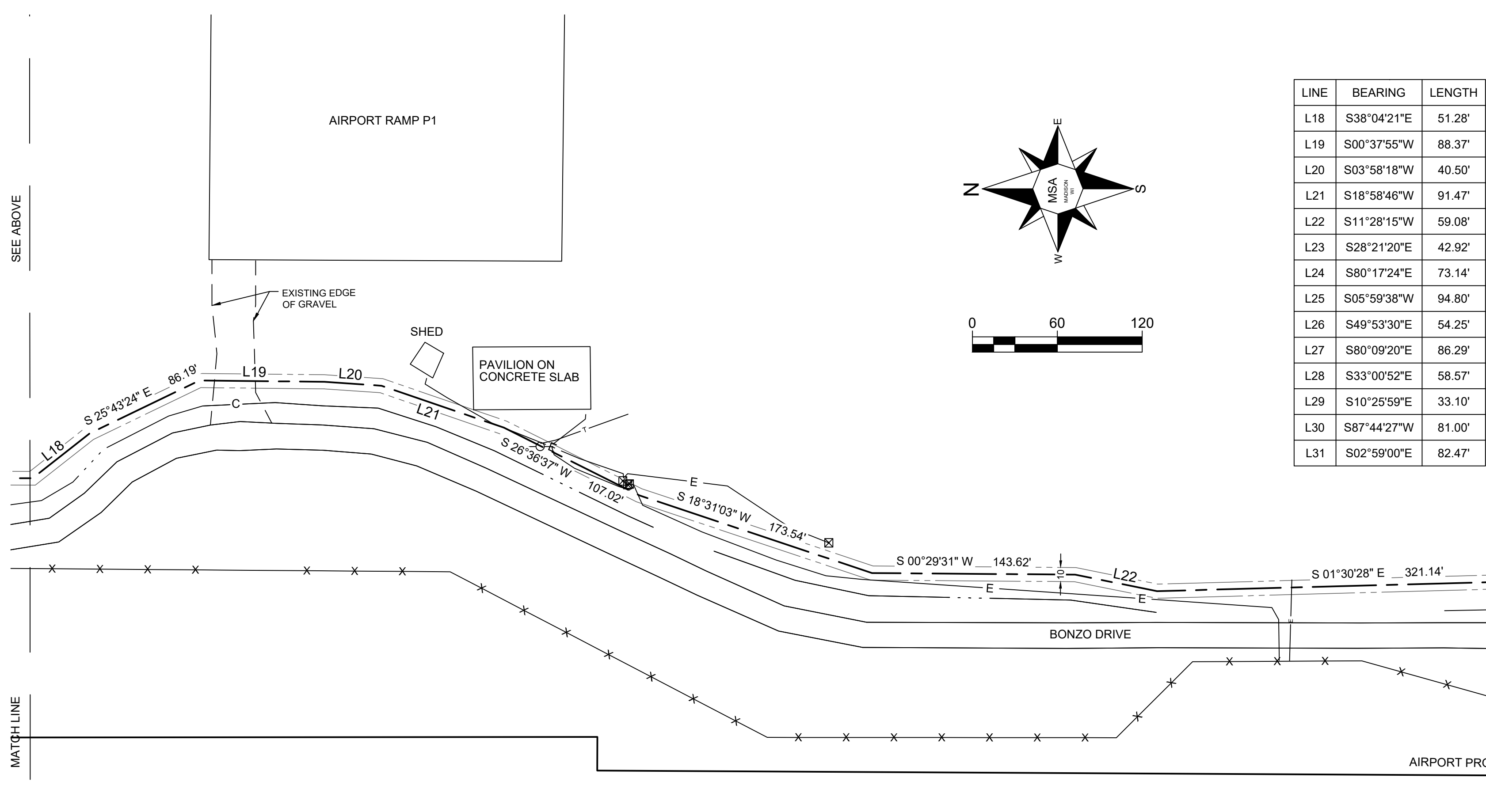
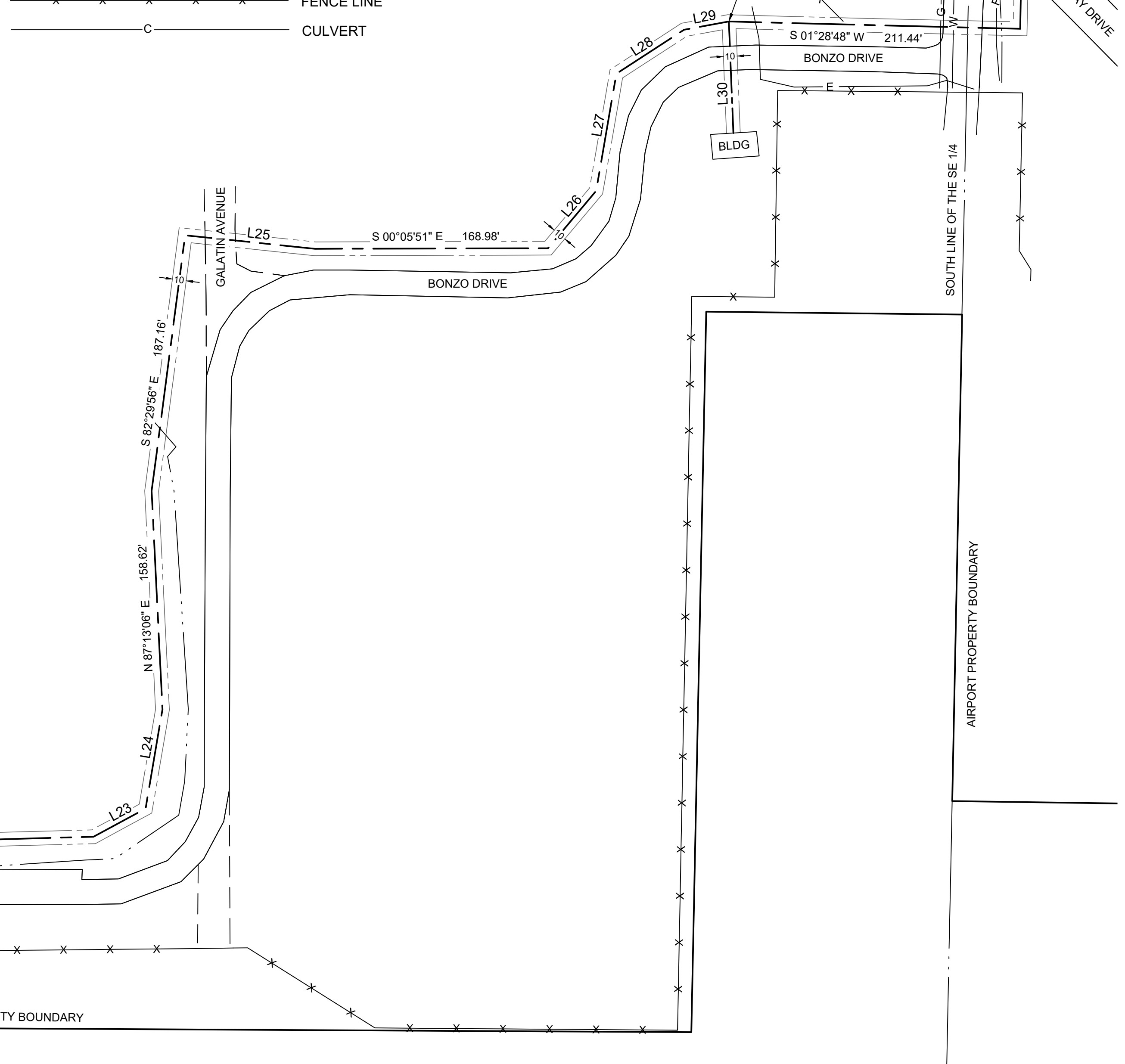
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 NORTHERN TELEPHONE & DATA CORP.
 OSHKOSH, WI

FIBER OPTIC EASEMENT EXHIBIT
 FOR KAPITAN ENGINEERING, INC.



- BOUNDARY LINE
 - CENTERLINE
 - - - EXISTING EASEMENT
 - - - SECTION LINE
 - - - RIGHT-OF-WAY LINE
 - - - ABUTTING SURVEY
 - E UNDERGROUND ELECTRIC
 - T UNDERGROUND TELEPHONE
 - CATV UNDERGROUND CABLE TV
 - OH OVERHEAD UTILITY
 - SAN SANITARY SEWER
 - SS STORM SEWER
 - W WATER LINE
 - G GAS LINE
 - x x x FENCE LINE
 - C CULVERT
- CB CATCH BASIN
 - CURB INLET
 - Ⓜ ELECTRIC METER
 - ⊗ GATE VALVE
 - Ⓜ HANDHOLE
 - ⊙ HYDRANT
 - Ⓜ MANHOLE (MISC.)
 - ⊗ PEDESTAL
 - ⊙ POWER POLE
 - Ⓜ SANITARY MANHOLE
 - ◆ FOUND SECTION CORNER (AS NOTED)
 - ⊙ FOUND 1" IRON PIPE
 - ◆ FOUND 3/4" IRON REBAR
 - ▲ FOUND MASONRY NAIL
 - ▲ FOUND SURVEY NAIL



LINE	BEARING	LENGTH
L18	S38°04'21"E	51.28'
L19	S00°37'55"W	88.37'
L20	S03°58'18"W	40.50'
L21	S18°58'46"W	91.47'
L22	S11°28'15"W	59.08'
L23	S28°21'20"E	42.92'
L24	S80°17'24"E	73.14'
L25	S05°59'38"W	94.80'
L26	S49°53'30"E	54.25'
L27	S80°09'20"E	86.29'
L28	S33°00'52"E	58.57'
L29	S10°25'59"E	33.10'
L30	S87°44'27"W	81.00'
L31	S02°59'00"E	82.47'

PROJECT DATE:	NO.	DATE	REVISION	BY
DESIGNED BY: Init	-	-	-	-
CHECKED BY: Init	-	-	-	-

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