

AMENDED AGENDA

Notice of Regular Meeting

Oneida County Board of Supervisors

Tuesday, August 18th, 2026 – 9:30 a.m.

County Board Meeting Room - 2nd Floor Oneida County Courthouse

Streaming: <https://www.youtube.com/@oneidacountyboardwi/streams>

Streaming is being offered as a convenience to view this meeting. Remote participation is not allowed. If streaming functionality drops, the meeting will continue in-person at the location listed above.

1. CALL TO ORDER

There will be a brief moment of silence for our troops, law enforcement officers and emergency responders followed by a prayer/invocation and the Pledge of Allegiance.

2. ROLL CALL

3. ANNOUNCEMENTS BY CHAIR, CORRESPONDENCE AND COMMUNICATIONS

- Please use a microphone when speaking

4. APPOINTMENT/CONFIRMATION/SWEARING IN OF DISTRICT #1 SUPERVISOR MATTHEW CAMPBELL

5. ACCEPT THE MINUTES OF THE JUNE 16, 2026 MEETING

6. REPORTS/PRESENTATIONS

- Broadband Report

7. PUBLIC COMMENT (time limit of three minutes)

- Sign attendance form at the podium

8. CONSENT AGENDA

Resolution # 48 – 2026: Offered by the Supervisors of the ADRC Committee to accept a donation from Linda Lukowski for the ADRC Senior Nutrition Program.

Resolution # 49 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Tax Foreclosed Property RH-1327 to David Schmitz.

Resolution # 50 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Excess County Lands SU-730-3 to Gregory A. Nesbit and Tammy K. Nesbit.

Resolution # 51 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Excess County Lands WB-39-2 to Kelsey M. Thibdeau and Quinn R. Horner.

Resolution # 52 – 2026: Offered by the Supervisors of the Forestry, Land and Recreation Committee to Grant an Access License Across County Lands Located in the Town of Enterprise, Oneida County to Quinn Goretski to Access His Property.

Resolution # 53 – 2026 / Ordinance Amendment # 04-2026: Offered by the Supervisors of the Public Works Committee to Establish a \$5.00 Boat Launch Fee at Sand/Dam Lake Boat Launch.

Resolution # 55-2026 / Rezone Petition # 01-2026: Offered by the Supervisors of the Planning and Development Committee to Rezone Land from District #11 Shoreland Wetland to District #2 Single Family Residential on property described as being part of Government Lot 1, Section 13, T35N, R10E, PIN SC-139-2, Town of Schoepke.

- Appointments to Committees, Commissions and other Organizations:
 - o Appoint Patricia Raske to the ADRC Committee for a 2-year term to expire July 2028.
 - o Appoint Maureen Rodczak to the ADRC Committee for a 2-year term to expire July 2028.
 - o Re-Appoint Linda Lukowski to the Oneida County Nutrition Advisory Council for a 2-year term to expire in May 2028.
 - o Re-Appoint Cheryl Gilmeister to the Oneida County Nutrition Advisory Council for a 2-year term to expire in May 2028.
 - o Re-Appoint Kathy Plautz to the Oneida County Nutrition Advisory Council for a 2-year term to expire in May 2028.

- o Re-Appoint Lee Emmer to the Oneida County Nutrition Advisory Council for a 2-year term to expire in May 2028.
- o Re-Appoint Sue Emmer to the Oneida County Nutrition Advisory Council for a 2-year term to expire in May 2028.
- o Re-appoint Dan Chronister to the Board of Adjustment for a 3-year term to expire in July 2029.
- o Appoint Tim Guilfoyle to the Board of Adjustment as the 1st Alternate for a 3-year term to expire in July 2029.

9. **CLOSED SESSION:** It is anticipated that a motion will be made, seconded and approved by roll call vote to enter into closed session pursuant to Section §19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Topic: Winnebago St. Building (RH 9333-1001) Offer to Purchase). It is anticipated that the County Board will return to open session by roll call vote to consider the remainder of the meeting agenda.

Announcement of action taken in closed session, or take action based on closed session (NOTE: If the announcement of action taken in closed session would compromise the need for the closed session, the action taken will not be announced. Any action taken in closed session may be announced when the need for the closed session has passed).

10. CONSIDERATION OF RESOLUTIONS & ORDINANCES

Resolution # 54 – 2026: Offered by the Supervisors of the Land Records Committee to Convey RH 9333-1001, 1991 W Winnebago St. to Decorah Properties, LLC.

Resolution # 56 – 2026 / Ordinance Amendment # 02 – 2026: Offered by the Supervisors of the Planning and Development Committee to Amend Section 9.57 of the Oneida County Code to Implement a One (1) Year Moratorium on Data Centers.

11. **NEXT MEETING DATE AND TIME** September 15th, 2026 @ 9:30 a.m.
Unless a motion is made to change the starting time.

12. ADJOURN

****NOTICE**:** If you wish to reserve your public comment until such time as the agenda item is before the Board for debate, pursuant to County Board Ordinance 2.06(2) you must convey your request to your supervisor, setting forth the nature of the address which shall be confined to the question under debate. The supervisor on the nonmember's behalf will present the request to the Chair to approve the request."

Notice of posting

Time: 4:00 p.m.

Date: 08/13/2026

Place: Courthouse Bulletin Board

Amended Time: 2:00 p.m.

Date: 08/14/2026

Place: Courthouse Bulletin Board

Scott Holewinski, County Board Chair, Oneida County Board of Supervisors – Tracy Hartman, County Clerk, posted notice. Additional information on a specific agenda item may be obtained by contacting the person who posted this notice at 715-369-6125.

News Media Notified by group e-mail: Time: 2:00 p.m.

Date: 08/14/2026

Amended Time: 4:00 p.m.

Date: 08/13/2026

Place: Courthouse Bulletin Board

Northwood's River News

Vilas News Review

WRJO Radio

Sunlight Report

Lakeland Times

WHDG Radio

WLSL-FM 93.7

North Star Journal

WJFW TV

WPEG Radio

Tomahawk Leader

WXPR Radio

WSAW TV

GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

MANNER OF NOTICE:

Date, time, place and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to apprise members of the public and news media.

TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is good cause that such notice is impossible or impractical.
3. Separate notice for each meeting of the governmental body must be given.

EXEMPTIONS FOR COMMITTEES & SUBUNITS

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful setting to act or deliberate upon the subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

SYNOPSIS OF STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

1. Concerning a case which was the subject of a Judicial or quasi-judicial trial before this governmental body. Sec. 19.85(1)(a)
2. Considering dismissal, demotion or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b)
3. Considering employment, promotion, compensation or performance evaluation data of any public employee over which this body has jurisdiction or responsibility. Sec. 19.85(1)(c)
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d)
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e)
6. Considering financial, medical, social or personal histories or disciplinary data of specific person, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public, would likely have a substantial adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f), except where paragraph 2 applies.
7. Conferencing with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g)
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h)

PLEASE REFER TO CURRENT STATUTE SECTION 19.85 FOR FULL TEXT

CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session within twelve hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.
4. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer's announcement of the closed session.
5. In order for a meeting to be closed under Section 19.85(1) (f) at least one committee member would have to have actual knowledge of information which he or she reasonably believes would be likely to have a substantial adverse effect upon the reputation involved and there must be a probability that such information would be divulged. Thereafter, only that portion of the meeting where such information would be discussed can be closed. The balance of that agenda item must be held in open session.

BALLOTS, VOTES AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

PENALTY:

Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each violation.

MINUTES
Oneida County Board of Supervisors
Tuesday, June 16th, 2026 – 9:30 a.m.
County Board Meeting Room - 2nd Floor Oneida County Courthouse

CALL TO ORDER:

Chairman Holewinski called the meeting to order at 9:30 a.m. in the County Board Meeting Room of the Oneida County Courthouse. There was a brief moment of silence for our troops, law enforcement officers and emergency responders, followed by the Pledge of Allegiance. Prayer was offered by Supervisor Jensen.

Members Present: Collette Sorgel, Scott Holewinski, Kyle Timmons, Robert Briggs, Debbie Condado, Dan Hess, Lenore Lopez, Greg Oettinger, Russ Fisher, Billy Fried, Ted Cushing, Robb Jensen, Michael Tautges, Chris Schultz, Bob Almekinder, Andrea Sheppard, Mary Roth Burns, Kyle Kilbourn, and Linnaea Newman.

Absent: Hamburg

Vacant: District 1

Members Present: 19

ANNOUNCEMENTS BY CHAIR, CORRESPONDENCE AND COMMUNICATIONS:

- Please use a microphone when speaking.

ACCEPT THE MINUTES OF THE MAY 19, 2026 MEETING:

Motion/Second: Sorgel/Cushing to accept the Minutes of the May 19, 2026 meeting. All "Aye"; Motion carried.

REPORTS/PRESENTATIONS:

- Broadband Report – Ken Korten hoff presented his update. Korten hoff stated that things are moving forward. Executive Director of the Oneida County Economic Development Corporation Tony Pharo gave a brief update.
- Oneida County Tourism Council 2025 Annual Report – Krystal Westphal, President of the Minocqua Area Visitors Bureau, presented the annual report. Westphal noted that herself, Lauren Sackett of the Rhinelander Chamber of Commerce and Jacqui Sharp of the Three Lakes Visitors Bureau are Directors of Oneida County Destination Marketing Organizations. Westphal reported that their goal is to increase revenue and visitor spending for Oneida County. Westphal reported that they stretch their funding by applying for grants. Sharpe stated that every year the State Department of Tourism provides an Economic Impact Report, Sharpe stated that both the state and Oneida County were at record breaking levels. Kilbourn expressed concern that Vilas County was spending more money on Tourism than Oneida.
- Oneida County Human Services 2025 Annual Report – Director of Human Service Department Beth Hoerchler presented her Report. Hoerchler stated that much of the year has been spent on the transition to a Human Service Department. Hoerchler presented the locations and services provided by the Department. Hoerchler explained a few changes to a program that allows for children placed by the County to be placed with a "like-family" non-related person.
- Oneida County Wisconsin Conservation Congress Report – Jensen reported that Ed Choin ski presented a report to the Land and Water Committee at the monthly meeting. Jensen noted that this is an advisory organization in nature and the report is informational only.

PUBLIC COMMENT (time limit of three minutes):

- Sign attendance form at the podium. Brian Euckde of Three Lakes spoke in support of Resolution # 9 – 2026. Paul DeLeers of Three Lakes spoke in favor of Resolution # 9 – 2026.

CONSENT AGENDA:

Resolution # 38 – 2026: Offered by the Supervisors of the Aging and Disability Resource Center (ADRC) Committee to Accept a Donation from the Town of Nokomis.

Resolution to accept Donation from the Town of Nokomis.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Aging and Disability Resource Center (ADRC) Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Wisconsin State Statute s 59.52(19) requires that the County Board approves all donations to the county; and

WHEREAS, Oneida County Resolution #37-2019 adopted the Oneida County Acceptance of Monetary, Non-Monetary and In-Kind Donation Policy; and

WHEREAS, The ADRC was notified on May 7th, 2026 that a donation totaling \$2,223.65 will be made to the ADRC of Oneida County by the Town of Nokomis; and

WHEREAS, The donation requires the specific use of funds provided is for the ADRC Senior Nutrition Program Nokomis Dining Site; and

WHEREAS, The ADRC provides essential nutrition services to the adult, aging and disabled citizens of Oneida County and the donation would benefit the citizens of Oneida County; and

THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that Oneida County accepts the generous donation from the Town of Nokomis; and

BE IT FURTHER RESOLVED, by the Oneida County Board of Supervisors that the Oneida County ADRC Committee will approve use of any and all funds provided through this donation for use in the ADRC Senior Nutrition Program.

Approved for presentation to the County Board by the ADRC Committee this 26th day of May, 2026

Offered and passage moved by: James Unger, Linnaea Newman, Joan Hauer, Melanie Fralick, Sandy Hamburg, Mary Roth Burns, Debbie Condado, Rita Mahner.

Resolution # 39 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Excess County Lands PI-304-5 to James R. Houg.

Resolution to convey excess county lands to James Houg

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County retained a 100 foot strip of land on each side of the center line of existing roads crossing the NE ¼ - NW ¼ of Section 20, Township 37 North, Range 11 East, as recorded in the Register of Deeds, Volume 58 of Deeds on Page 109, Document # 118100, recorded on April 14th, 1944; and,

WHEREAS, a request has been made to Oneida County from the adjoining landowner(s) listed in Exhibit A below requesting that a portion of said strip of land described above adjacent to Gagen Rd. in the Town of Piehl be conveyed to the them as they are the present adjoining owner(s) of the land, and they have paid the \$250.00 administrative fee to process this request; and,

WHEREAS, the Town of Piehl has been notified of such request, and if the Town has no objection to conveying the excess lands to the adjoining landowner(s); the Land Records Committee recommends that the parcel described in Exhibit A be conveyed to the adjoining landowner.

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel described in Exhibit A below to the adjoining landowner(s), and authorizes the County Clerk, upon receipt of the \$30 deed recording fee, issue a quit claim deed conveying any interest the County has in the description noted below in Exhibit A.

Approved for presentation to the County Board by the Land Records Committee this 2nd day of June, 2026.

Offered and passage moved by: Robert Briggs, Chris Schultz, Lenore Lopez, Kyle Timmons

Resolution # 40 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Tax Foreclosed County Real Estate to PIN Number LT-495-4 to BAK Holdings II LLC.

Resolution to convey tax foreclosed county real estate to BAK Holdings II LLC.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the tax foreclosed real estate in Judgement Document Number 731225 recorded on August 19th, 2013 in the Register of Deeds office, listed and identified as LT-495-4 in Exhibit A listed below has been offered for direct sale and has followed the procedures required in Wisconsin State Statutes Chapter 75 and Chapter 18 of the General Code of Oneida County, WI; and,

WHEREAS, the Land Records Committee has determined it would be in the best interest of Oneida County to convey this parcel of land to the adjoining landowner for the price listed in Exhibit A and sell the property directly to BAK Holdings II LLC; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel described in Exhibit A to BAK Holdings II LLC, upon the receipt of the required sale amount as listed in Exhibit A, and the Board authorizes the County Clerk, upon receipt of the \$30 deed recording fee, to issue a quit claim deed conveying any interest the County has in the parcel described in Exhibit A.

Approved for presentation to the County Board by the Land Records Committee this 2nd day of June, 2026.

Offered and passage moved by: Robert Briggs, Chris Schultz, Lenore Lopez, Kyle Timmons

Resolution # 41 – 2026: Offered by the Supervisors of the Forestry, Land and Outdoor Recreation Committee to Approve the Addition of Kelly Fire Lane, Town of Little Rice, to the Oneida County Forest Road System and Certification for County Forest Road Aids.

Resolution to Approve the Addition of Kelly Fire Lane, Town of Little Rice, to the Oneida County Forest Road System and Certification for County Forest Road Aids.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Forestry Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County owns and manages County Forest Lands entered under Section 28.11 of the Wisconsin Statutes; and

WHEREAS, a Highway Order was filed by the Town of Little Rice and recorded with the Oneida County Register of Deeds as Document #869234, discontinuing an approximately 5.89 mile segment of Kelly Fire Lane in Sections 5, 6, 7, 8, 9, 15, 16, and 22 in Township 36 North, Range 5 East, thereby reverting ownership to the landowner, Oneida County; and

WHEREAS, the Oneida County Forestry, Land & Recreation Department has identified the need to add the discontinued portions of Kelly Fire Lane listed above to the official County Forest Road inventory; and

WHEREAS, this road has been constructed and is maintained to meet the minimum standards required for County Forest Roads – specifically, a 16-foot surface width and a 20-foot roadway width – and is open for public travel and forest management; and

WHEREAS, certifying this road allows the County to receive WI DOT County Forest Road Aids to help defray the costs of road maintenance and improvement;

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors, hereby approves the addition of discontinued portions of Kelly Fire Lane to the official Oneida County Forest road inventory and the Comprehensive County Forest Land Use Plan; and

BE IT FURTHER RESOLVED, that this resolution serves as formal certification to the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources that this road meets all eligibility criteria for County Forest Road Aids under Section 86.315 of the Wisconsin Statutes with an estimated annual revenue of \$2,000 from state road aids; and

BE IT FINALLY RESOLVED, that certified copies of this resolution be forwarded to the Oneida County Forestry, Land and Recreation Department, the Wisconsin Department of Transportation, and the Wisconsin Department of Natural Resources.

Approved for presentation to the County Board by the Forestry, Land and Recreation Committee this 2nd day of June, 2026.

Offered and passage moved by: Robert Almekinder, Robert Briggs, Collette Sorgel, Chris Schultz, Lenore Lopez

Resolution # 42 – 2026 / Ordinance Amendment # 13 – 2025: Offered by the Supervisors of the Planning and Development Committee to Amend Chapter 9, Article 3, Section 9.37, Article 5, Section 9.58, and Article 8, Section 9.82 of the Oneida County Zoning and Shoreland Protection Ordinance. **Resolution to amend Section 9.37, 9.58, and 9.82 of the Oneida County Zoning and Shoreland Protection Ordinance.**

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Planning and Development Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Development Committee, having considered Ordinance Amendment #13-2025, which was filed April 23, 2026 (copy attached) to amend Sections 9.37, 9.58, and 9.82 of the Oneida County Zoning and Shoreland Protection Ordinance, and having given notice thereof as provided by law and having held a public hearing thereon April 29, 2026, pursuant to § 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

WHEREAS, the Planning & Development Committee wanted to amend Section 9.37 to address property owners' difficulty finding contractors to complete building structures within the current two-year expiration of zoning permits, and to extend the permit expiration by one (1) year, making zoning permits expire three (3) years after issuance; and

WHEREAS, the Planning & Development Committee wanted to amend Section 9.82 to include outstanding violations, stating that violations must be corrected before issuance of any zoning permits, administrative review permits, conditional use permits, ordinance amendments, or variances. Additionally, no issuance of any zoning permits, administrative review permits, conditional use permits, ordinance amendments, or variances would be considered if any judgments resulting from litigation by the Planning and Zoning Department are pending. Such judgments would not include citations. Furthermore, if issuance of any permit, ordinance amendment, or variance would abate a violation, the prohibition for issuance would not apply; and

WHEREAS, with changes to Section 9.82, Section 9.58 would also change to refer back to the

correct subsection; and

WHEREAS, on April 29, 2026 the Planning and Development Committee held a public hearing and the adjoining landowners were provided with a written notice of the change and there were 0 public comments received, 0 people spoke in favor, 0 people spoke against, and 0 people spoke in ambiguity of the proposed changes; and

WHEREAS, the Planning and Development Committee has carefully studied the proposed changes after listening to comments made at the public hearing and recommends approval.

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 9 of the General Code of Oneida County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

9.37 MISCELLANEOUS ZONING AND ADMINISTRATIVE REVIEW PERMIT PROVISIONS (15-2017)

A. Expiration. A zoning permit, shoreyard alteration permit or administrative review permit shall expire ~~two~~ three (3) years from the date of issuance of the permit and may not be renewed.

1. The footings, foundation or slab and the outside shell of the structure must be complete at the time the original permit expires. If the footings, foundation or slab and the outside shell is not complete within ~~two~~ three (3) years, a new zoning permit must be applied for and approved.

9.82 ENFORCEMENT AND PENALTIES (#22-2006,1-2024)

The provisions of this ordinance shall be administered, and enforced by and under the direction of the County Board of Supervisors.

C. Outstanding Violations

1. No zoning permits, administrative review permits, conditional use permits, ordinance amendments, or variances shall be considered or issued if any violation(s) of any regulation enforced by Oneida County Planning and Zoning Department exists on the property or properties for such requests.
2. No zoning permits, administrative review permits, conditional use permits, ordinance amendments, or variances shall be considered or issued if there are any outstanding judgments as a result of litigation initiated by the Planning and Zoning Department. This subsection does not apply to judgments as a result of citations.
3. The prohibition outlined in Section 9.82(C)(1) above does not apply if any permit(s), ordinance amendment(s), or variance(s) being regulated is/are necessary to correct any violation(s).

C. D. Violations of Permits Issued Under This Ordinance

Violation of a permit issued under this ordinance shall be deemed a violation of this ordinance and shall constitute grounds for revocation of the permit, as well as fines and forfeitures and any other available remedies. Any person who has applied for and received a permit and begins work on the project authorized by the permit acknowledges that they have read, understand, and agree to follow all conditions and requirements of the permit.

D. E. Revocation of Permits

1. The Committee shall retain continuing jurisdiction over all activities authorized by the permit to assure compliance with this ordinance, other ordinances, and the permit terms. Such authority shall be in addition to the enforcement authority of the Zoning Administrator. Upon notice to the Committee of an alleged violation of any permit, in its

sole discretion, the Committee may hold a public hearing to consider amending, suspending, or revoking the permit. Notice of the hearing and alleged violation shall be served upon the property owner and permit holder either in person or via certified mail to the address provided on the permit application form or otherwise provided to the Department a minimum of 72 hours prior to conducting the public hearing. The notice shall contain the date, time, and place of the hearing, a description of the property, a description of the activity authorized by the permit, and a statement of the alleged violation(s). Notice shall also be published as a class 2 notice. Any person may appear at such hearing and testify in person or be represented by an agent or attorney. The Committee, at its sole discretion, may hold additional public hearings. If the Committee finds after the hearing that the permit holder is not in compliance with the terms of the permit, it may amend, suspend, or revoke the permit. The decision of the Committee shall be furnished to the permit holder in writing, stating the reasons therefore.

2. Pursuant to Sections 9.58(E)(3) and (4), property owners shall renew their Tourist Rooming House Administrative Review Permits. The Planning and Zoning Administrator can revoke a permit from permit holders who fail to renew their permits annually, pursuant to Sections 9.58(E)(3) and (4). A permit holder will be provided with notice for renewal of their issued permit. If the permit holder fails to submit a renewal application by January 1st of the year following the year in Article 8-5 which the renewal is due, the Zoning Administrator shall revoke the permit.
3. No zoning permit, shoreyard alteration permit, administrative review permit, or conditional use permit, which has been revoked by the Planning and Development Committee, shall be considered again within one (1) year of the written notice of revocation.

E. F. Permit Issued in Violation of This Ordinance

A permit issued in violation of this ordinance, the Wisconsin Administrative Code or the Wisconsin Statutes, gives the permit holder no vested right to continue the activity authorized by the permit, and the permit is considered voidable.

F. G. In the event the circuit court determines that a permit or mitigation plan has been violated and orders compliance within a time certain, an abridged judgment or order to that effect shall be recorded by the Department with the register of deeds if the property owner does not comply. Upon compliance, the Department shall file an affidavit to that effect. (#30-2001)

9.58 TOURIST ROOMING HOUSE (4-2019, 8-2020, 7-2022, 1-2024)

4. Tourist Rooming House Administrative Review Process

Renewal applications shall be filed by November 1. The purpose of annual renewal is to review compliance with the conditions of permit approval, resident agent eligibility and contact information of the owner and resident agent. Pursuant to Section 9.82(~~D~~E)(2), if the permit holder fails to submit a renewal application by January 1st of the year following the year in which the renewal is due, the Zoning Administrator shall revoke the permit.

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment #13-2025 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Town Clerks of Oneida County and the Wisconsin Department of Natural Resources.

Approved for presentation to the County Board by the Planning and Development Committee this 13th day of May, 2026.

Offered and passage moved by: Scott Holewinski, Dan Hess, Robert Almekinder, Billy Fried, Michael Tautges

Motion/Second: Jensen/Cushing to approve the Consent Agenda as presented.

Roll Call Vote: 19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Motion: Adopted

Supervisor Briggs requested that Resolution # 43 – 2026 be pulled from the Consent Agenda.

CONSIDERATION OF RESOLUTIONS & ORDINANCES:

Resolution # 43 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Excess County Lands Part of LY-500 to the Town of Lynne and Robert and Dawn Rekowski.

Resolution to convey excess county lands to Rekowski and Town of Lynne.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County retained a 100 foot strip of land on each side of the center line of existing roads crossing the SE ¼ - NE ¼ of Section 32, Township 36 North, Range 4 East, as recorded in the Register of Deeds, Volume 64 of Deeds on Page 339, Document # 111826, recorded on November 21st, 1941; and,

WHEREAS, a request has been made to Oneida County from the adjoining landowner(s) listed in Exhibit A below requesting that a portion of said strip of land described above adjacent to Ruth RD and Town Hall Rd. be conveyed to the them as they are the present adjoining owner(s) of the land, and they have paid the \$250.00 administrative fee to process this request; and,

WHEREAS, the Town of Lynne has been notified of such request, and if the Town has no objection to conveying the excess lands to the adjoining landowner(s); and if the Town has no objection to accepting a conveyance for a part of Ruth Rd. and Town Hall Rd right-of-ways, the Land Records Committee recommends that the parcel(s) described in Exhibit A be conveyed to the adjoining landowner(s) and the Town; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel(s) described in Exhibit A to the adjoining landowner(s) and the Town as listed in Exhibit A, and the Board authorizes the County Clerk, upon receipt of the \$30 deed recording fee(s), to issue a quit claim deed conveying any interest the County has in the description(s) described in Exhibit A.

Approved for presentation to the County Board by the Land Records Committee this 2nd day of June, 2026.

Offered and passage moved by: Robert Briggs, Chris Schultz, Lenore Lopez, Kyle Timmons

Discussion: Supervisor Briggs noted that the wrong Parcel ID was listed in the Resolution.

Motion/Second: Briggs/Cushing to amend Resolution # 43 – 2026, on lines 84 and 111 to strike through PI-304-5 and insert LY-500-1.

Roll Call Vote on Amendment to Resolution # 43 – 2026: 19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Amendment to Resolution # 43 – 2026: Adopted

Roll Call Vote on Amended Resolution # 43 – 2026: 19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Amended Resolution # 43 – 2026: Adopted

Resolution # 44 – 2026: Offered by Supervisor Billy Fried to Appoint the Oneida County Finance Director / County Auditor.

Seconded by Fisher.

Resolution to appoint Finance Director/County Auditor.

Resolution approved for presentation to the Oneida County Board by Supervisor Billy Fried.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Executive Committee did receive a retirement notice from the incumbent Finance

Director/County Auditor and instructed the Labor Relations Employee Services Department to conduct a recruitment to fill the position; and

WHEREAS, the interview committee, established by the Executive Committee Chair, interviewed two qualified candidates for the position of Finance director/County Auditor; and

WHEREAS, the interview committee unanimously selected a candidate and recommend the hiring of Ms. Heather Marheine as the Finance Director/County Auditor contingent upon County Board approval; and

NOW THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby confirms the appointment of Ms. Heather Marheine as the Finance Director/County Auditor under the following conditions:

1. The effective date of the appointment shall be July 20, 2026, and
2. For compensation purposes, Ms. Heather Marheine shall be compensated as follows:
 - a. Hire rate at Grade Level S, Step 5 of the Oneida County Exempt Wage Schedule
 - b. Effective the first of the payroll period after six months of employment, based on satisfactory performance evaluation, increase to Grade Level S, Step 6
 - c. Effective the first of the payroll period after an additional six months of employment, based on satisfactory performance evaluation, increase to Grade Level S, Step 7
 - d. Effective on the day of hire, Ms. Marheine shall receive 288 hours of Paid Time Off (PTO); and be placed at Year 17 of the Paid Time Off schedule in lieu of the standard PTO for a new hire. The PTO bank will not be cashed out if Ms. Marheine leaves within the first 12 months of employment.

BE IT FURTHER RESOLVED, by the Oneida County Board of Supervisors that by adoption of this resolution it shall be deemed that an amendment has been made to the County budget for fiscal year 2026 to meet all projected costs for the position as set forth in the fiscal impact statement which is attached hereto and made a part hereof.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Executive Committee.

Approved for presentation to the County Board by Supervisor Billy Fried this 3rd day of June, 2026.

Offered and passage moved by: Billy Fried, Russ Fisher

Discussion: Fried explained that there was an interview panel involved in the hiring process for the Finance Director and that the consensus of all five on the committee was to hire Heather Marheine. Fried stated that this Resolution would finalize that appointment. Human Resource Director Jennie Lueneburg reported that Marheine has 17 years of experience with Lincoln County, two of those being the Finance Director. Marheine thanked the Board.

Roll Call Vote on Resolution # 44 – 2026: 19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Resolution # 44 – 2026: Adopted

Resolution # 45 – 2026: Offered by the Supervisors of the Executive Committee to Amend the 2026 Budget to Add the NG9-1 GIS Grant Capital Project.

Resolution to amend the 2026 Budget to add the NG9-1-1 GIS Grant capital project.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Executive Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Oneida County Board adopted Resolution # 67-2025 to approve the 2026 Budget; and,

WHEREAS, the Land Information Department has been awarded a grant from the Wisconsin Department of Military Affairs to upgrade hardware and software platforms supporting the County's GIS/Mapping and Public Safety systems; and fund an 3-inch resolution upgrade to a County funded

6-inch aerial mapping project in 2027, including the development of building outlines derived from the updated imagery; and

WHEREAS, the awarded grant funds will supplement the cost of improving critical public assets, enhancing GIS capabilities, and strengthening the integrity and operational reliability of the County's Emergency Management systems; and will offset costs associated with aging equipment and outdated software that require replacement and modernization; and

WHEREAS, these upgrades and improvements will provide higher quality data, improved data management systems, and enhanced public safety resources, allowing Oneida County to continue advancing human safety, data security, emergency response capabilities, and economic development opportunities for its citizens and businesses.

WHEREAS, the project total cost is \$668,344.50 funded as follows: \$401,993.48 to be reimbursed by the State of Wisconsin; \$57,122.00 via Land Information continuing appropriations set-aside for the purposes of aerial photography; and, a one-time General Fund transfer of \$209,229.02; and,

WHEREAS, the 2026 Oneida County budget did not contemplate this grant when the Budget was adopted, as it wasn't available to apply for until January, 2026; and,

WHEREAS, the Finance Director is hereby authorized to establish new accounts related to the anticipated grant in the Capital Improvement Fund as necessary, make a General Fund transfer of \$209,229.02 relative to the project; and,

WHEREAS, the Wisconsin Statutes require a resolution adopted by the County Board under section 65.90 (5)(b) for the transfer of money for any purpose in excess of funds appropriated; and,

THEREFORE, BE IT RESOLVED, the Oneida County Board of Supervisors approves this as an amendment to the 2026 Budget as a supplemental appropriation.

Approved for presentation to the County Board by the Executive Committee this 3rd day of June, 2026.

Offered and passage moved by: Billy Fried, Scott Holewinski, Russ Fisher, Michael Tautges, Ted Cushing, Dan Hess, Debbie Condado

Discussion: Fried stated that this Resolution was presented to the Executive Committee noting that this is a funding request for a grant. Land Information Director Sara Chiamulera presented the four projects brought forward for this grant, needing a 5% match from the County. Chiamulera reported that they were awarded a grant in the amount of \$423,000 with a 5% match requested.

Roll Call Vote on Resolution # 45 – 2026: 19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Resolution # 45 – 2026: Adopted

Resolution # 46 – 2026 / Ordinance Amendment # 03 – 2026: Offered by the Supervisors of the Conservation and UW-EX Committee to Amend Chapter 2, Article II, Section 2.30, Committees, of the Oneida County Code.

Resolution to amend Chapter 2, Article II, Section 2.30 of the Oneida County Code.

Resolution offered by the Conservation and UW-EX Education Committee.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Conservation and UW-EX Education Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Oneida County Conservation and UW-EX Education Committee consists of five (5) County Board Supervisors, plus one (1) designee of the USDA Farm Service Agency (FSA); and

WHEREAS, § 92.06(1)(b)(4), Wis. Stats. allows a county board to appoint up to two (2) members to the committee who are not members of the county board; and

WHEREAS, agriculture is represented by a statute that requires the appointment of a citizen member "who is engaged in an agricultural use"; and

WHEREAS, Oneida County has over 1,100 lakes, rivers, and streams, and contains one of the

highest concentrations of natural lakes in the world, and recognizes the importance of the quality of our waters to its citizens, local economies and are integral to the recreational base of the economy in Oneida County; and

WHEREAS, a citizen member can provide knowledge, expertise, and community perspective on current and future water quality issues affecting Oneida County (such as PFAS or water usage) and ensure community input and connection;

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 2 of the General Code of Oneida County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

Article II **Committees, Boards, and Commissions**

§ 2.30 **Committees.**

(2) Appointed.

(a) Enumerated. The following standing committees shall be appointed by the Chair at the organizational meeting of the Board in the year she/he is elected and shall consist of the number of members listed herein. The County Board Chair will appoint the Chair of each committee, except the Public Works Committee. The Chair may appoint a Committee on Committees to assist him/her. All appointed committee members shall serve two-year terms and be County Board supervisors, except where State law provides for other non-Board members, all State mandated non-County Board members will be selected using the process set out in Paragraph (4) below:

Conservation and UW-EX Education	<u>Five (5) County Board Supervisors plus 4 FSA a person engaged in an agricultural use, as defined in Ch. 91, Wis. Stats.</u> The Conservation and UW-EX <u>Education</u> Committee shall consist of five <u>(5)</u> members of the County Board and <u>a designee of the USDA Farm Service Agency (FSA) up to two (2) citizen members</u> , and shall have such powers and duties as prescribed in Ch. 92, Wis. Stats., as amended from time to time.
----------------------------------	--

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment #_____ by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Town Clerks of Oneida County and the Wisconsin Department of Natural Resources.

Offered and passage moved by: Robb Jensen, Linnaea Newman, Collette Sorgel, Levi Rhody

Discussion: Jensen reported that this Resolution is regarding a citizen member being added to the make-up of the UW-Extension Committee. Jensen stated the Committee supported bringing this to the County Board for discussion. Discussion regarding the member requirements of the UW-Extension Committee. Hess stated he is not in favor of adding citizen members unless it is required. Cushing stated that they should not just be adding additional people to Committees, we should be following the State mandates.

Roll Call Vote on Resolution # 46 – 2026 / Ordinance Amendment # 03 – 2026: 4 Aye, Sorgel, Newman, Kilbourn, Lopez; 15 Nay; 1 Absent, Hamburg; 1 Vacancy, District 1

Resolution # 46 – 2026 / Ordinance Amendment # 03 – 2026: Fails

Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025: Offered by the Supervisors of the Planning and Development Committee to Amend Chapter 9, Article 10, Definitions, of the Oneida County Zoning and Shoreland Protection Ordinance.

Resolution to amend Chapter 9, Article 10 Definitions.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Planning and Development Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Development Committee, having considered Ordinance Amendment #09-2025, which was filed June 10, 2026 (copy attached) to amend Article 10 of the Oneida County Zoning and Shoreland Protection Ordinance, and having given notice thereof as provided by law and having held a public hearing thereon May 13, 2026, pursuant to § 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

WHEREAS, the public desires more modern architecture, which includes a mono roof design; and

WHEREAS, the public also desires higher ceilings in their homes; and

WHEREAS, the Planning and Development Committee believed that the proposed definition could accommodate both requests, while not allowing homes to get overly tall; and

WHEREAS, on May 13, 2026 the Planning and Development Committee held a public hearing and the adjoining landowners were provided with a written notice of the change and there were 0 public comments received, two (2) people spoke in favor, 0 people spoke against, and 0 people spoke in ambiguity of the proposed changes; and

WHEREAS, the Planning and Development Committee has carefully studied the proposed changes after listening to comments made at the public hearing and recommends approval.

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 9 of the General Code of Oneida County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

Building Height (principal and accessory structures located greater than 75 ft from the OHWM):

~~(A) the measurement from the lowest exposed point of finished grade to eave, PLUS (B) the measurement from the lowest exposed point of finished grade to the highest roof point. A+B=C÷2 will give you height of the building.~~

Building Height (principal and accessory structures located greater than 75 feet from the OHWM: The height for both principal and accessory structures shall be measured from the lowest exposed portion of the first floor foundation/wall to the top of the highest roof peak, not to include basement/walkout, unless basement height exceeds ten (10) feet. Any portion of a basement wall (exposed, walkout, etc.) that exceeds ten (10) feet in height from the top of the footing or floor to the top of the basement wall will be counted towards the overall height.

For principal or accessory structures that straddle the 75 foot setback from the ordinary high-water mark (OHWM), the portion of that structure further than 75 feet can utilize the height definition listed in the first part of this paragraph. The portion of the structure at the 75 foot setback or closer to the OHWM utilizes the definition in Article 10 Definitions for Building Height (structures located less than 75 ft from the OHWM).

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment #09-2025 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Town Clerks of Oneida County and the Wisconsin Department of Natural Resources.

Offered and passage moved by: Scott Holewinski, Billy Fried, Bob Almekinder, Michael Tautges

Discussion: Planning and Zoning Director Karl Jennrich reported that this proposal is a change in Chapter 9, Article 10 of the Shoreland Zoning Ordinance. Jennrich stated that this would change how height is measured for structures further than 75 feet from the ordinary high water mark. Jennrich explained that Oneida County has the ability to create their own definition regarding how to determine the height of a building after the 75 feet from the ordinary high water mark. Jennrich noted that if you are closer than the 75 feet, DNR code defines how height is measured. Jennrich explained that they are seeing different designs and this would clarify how to handle these structures.

Motion/Second: Jensen/Oettinger to Amend Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025 on line 61 to insert “For principal or accessory structures that straddle the 75 foot setback from the ordinary high-water mark (OHWM), the portion of that structure further than 75 feet can utilize the height definition listed in the first part of this paragraph. The portion of the structure at the 75 foot setback or closer to the OHWM utilizes the definition in Article 10 Definitions for Building Height (structures located less than 75 ft from the OHWM).”

Roll Call Vote on Amendment to Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025:

19 Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Amendment to Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025: Passes

Roll Call Vote on Amended Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025: 19

Aye; 1 Absent, Hamburg; 1 Vacant, District 1

Amended Resolution # 47 – 2026 / Ordinance Amendment # 09 – 2025: Passes

NEXT MEETING DATE AND TIME August 18th, 2026 @ 9:30 a.m.

Unless a motion is made to change the starting time.

ADJOURNMENT:

Chairman Holewinski adjourned the meeting at 10:18 a.m.



Oneida County Economic Development Corporation

August 11, 2026

Collette Sorgel
County Board Supervisor & Broadband Liaison
6463 Cedar Crest Ln
Three Lakes, WI 54562

Dear Collette,

The OCEDC Broadband Committee held a meeting on August 10, 2026, to review the status of broadband initiatives across Oneida County. Below is a summary of the updates shared.

Bug Tussel Project Update

County Facility Connections

Significant progress continues to be made by connecting Oneida County facilities to fiber broadband. The following facilities are now connected:

- Courthouse
- Law Enforcement Center
- Aging & Disability Resource Center (ADRC)
- Human Service Center
- Solid Waste (Landfill)
- Highway Department

These connections represent another important milestone in improving broadband infrastructure for county operations and enhancing long-term connectivity for public services.

Residential Service Update

Bug Tussel also reported that broadband service is now live in portions of northern Sugar Camp and Three Lakes, providing additional residents and businesses with access to high-speed fiber internet.

BEAD BOB Grant Update

The Wisconsin Public Service Commission (PSC) has received all Broadband Equity, Access, and Deployment (BEAD) grant agreements for the four internet service providers serving Oneida County.

The PSC is currently reviewing re-awards involving Bug Tussel and Insight, while also working through travel consent resolutions, National Telecommunications and Information Administration (NTIA) permitting requirements, and other federal compliance items necessary before construction can proceed.



Oneida County Economic Development Corporation

Wisconsin Broadband Expansion Grant Program

The PSC recently closed applications for the 2026 State Broadband Expansion Grant Program.

- A total of 93 applications were submitted statewide.
- Bertram Communications is the only applicant for Oneida County.
- The application proposes service to 88 locations within the Towns of Minocqua, Pelican, and Rhineland.

The challenge process is scheduled to open on September 6, 2026, with grant awards anticipated in **mid-fall**.

Governor's Task Force on Broadband Access

The PSC recently released the 2026 Governor's Task Force on Broadband Access Annual Report, highlighting continued progress in expanding broadband availability across Wisconsin.

Key statewide accomplishments include:

- More than 740,000 Wisconsin residents have gained broadband access since 2019.
- Approximately 50% of Wisconsin residents now have access to internet speeds of 1 Gigabit or greater.
- Approximately 3% of Wisconsin residents still do not have an internet-capable device available for connection.

ISP Coordination

The Broadband Committee will continue to monitor project progress and work closely with internet service providers, the Wisconsin Public Service Commission, and county partners as broadband expansion continues throughout Oneida County.

The next OCEDC Broadband Task Force meeting is scheduled for September 8, 2026.

For additional broadband information and mapping resources, please visit:

- Wisconsin Broadband Challenge Map
- Interactive Broadband Mapping
- Proposed Broadband Projects – Oneida County
- BEAD Award Summary (June 17, 2026)
- Wisconsin Broadband Expansion Grant Map
- PSC State Broadband Expansion Grants
- 2026 Governor's Task Force on Broadband Access Annual Report



Oneida County Economic Development Corporation

The next OCEDC Broadband Task Force meeting is scheduled for September 8, 2026.

For additional background and real-time broadband mapping tools, please refer to the following resources:

- [Wisconsin Broadband Challenge Map](#)
- [Interactive Broadband Mapping](#)
- [Proposed Broadband Project – Oneida County, WI](#)

Please feel free to reach out if you have any questions or would like additional details.

Best regards,

A handwritten signature in black ink that reads "Tony Pharo".

Tony Pharo
Executive Director
Oneida County Economic Development Corporation

CC:

- Scott Holewinski
- Billy Fried
- Tracy Hartman (County Board Monthly Board Packet)
- Pete Otis
- Greg Miljevich
- Mark Foley
- Ken Korten Hof
- Sara Chiamulera

RESOLUTION # 48 - 2026

Resolution to accept Donation from Lynda Lukowski.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Aging and Disability Resource Center (ADRC) Committee

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Wisconsin State Statutes 59.52(19) requires that the County Board approves all donations to the county; and

WHEREAS, Oneida County Resolution #37-2019 adopted the Oneida County Acceptance of Monetary, Non-Monetary and In-Kind Donation Policy; and

WHEREAS, The ADRC was notified on June 5th, 2026 that a donation totaling \$5,000 will be made to the ADRC of Oneida County by Lynda Lukowski; and

WHEREAS, The donation requires the specific use of funds provided is for the ADRC Senior Nutrition Program; and

WHEREAS, The ADRC provides essential nutrition services to the adult, aging and disabled citizens of Oneida County and the donation would benefit the citizens of Oneida County; and

THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that Oneida County accepts the generous donation from Lynda Lukowski; and

BE IT FURTHER RESOLVED, by the Oneida County Board of Supervisors that the Oneida County ADRC Committee will approve use of any and all funds provided through this donation for use in the ADRC Senior Nutrition Program.

Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, _____, Date: 6/22/26

Approved for presentation to the County Board by the ADRC Committee this 22nd day of June, 2026

Consent Agenda Item: ☒ YES ☐ NO

Offered and passage moved by:

[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor
[Signature] Supervisor

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_____ Ayes

_____ Nays

_____ Absent

_____ Abstain

_____ Adopted

by the County Board of Supervisors this _____ day _____ , 2026.

_____ Defeated

Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

RESOLUTION # 44-2024

Resolution to convey tax foreclosed and other county real estate.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the tax foreclosed real estate parcel(s) identified in Exhibit A listed below have been offered for public sale pursuant to the procedures in Chapter 18 of the General Code of Oneida County, WI; and,

WHEREAS, the Land Records Committee has determined it would be in the best interest of Oneida County to convey the parcel(s) by quit claim deed to the successful bidder(s) listed in Exhibit A; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approve the sale of the parcel(s) listed in Exhibit A to the successful bidder(s) listed with any condition or terms listed in Exhibit A; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel(s) described in Exhibit A to the successful bidder(s), upon the receipt of the required sale amount listed in Exhibit A, and the Board authorizes the County Clerk, upon receipt of the \$30 deed recording fee(s), to issue quit claim deed(s) conveying any interest the County has in the description(s) described in Exhibit A.

Vote Required: Majority = ☒ 2/3 Majority = ☐ 3/4 Majority = ☐

The County Board has the legal authority to adopt: Yes ☒ No ☐ as reviewed by the Corporation Counsel, [Signature], Date: 8/5/26

Approved for presentation to the County Board by the Land Records Committee this 4th day of August, 2026.

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact

Offered and passage moved by:

☐ Included in Resolution

☐ Attached

☒ N/A

[Signature]
Supervisor Robert Briggs

[Signature]
Supervisor Chris Schultz

Aye Nay Abstain

☒

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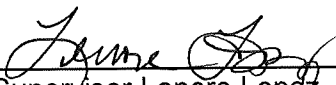
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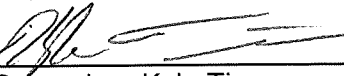
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Supervisor Lenore Lopez


Supervisor Kyle Timmons

Supervisor Vacant

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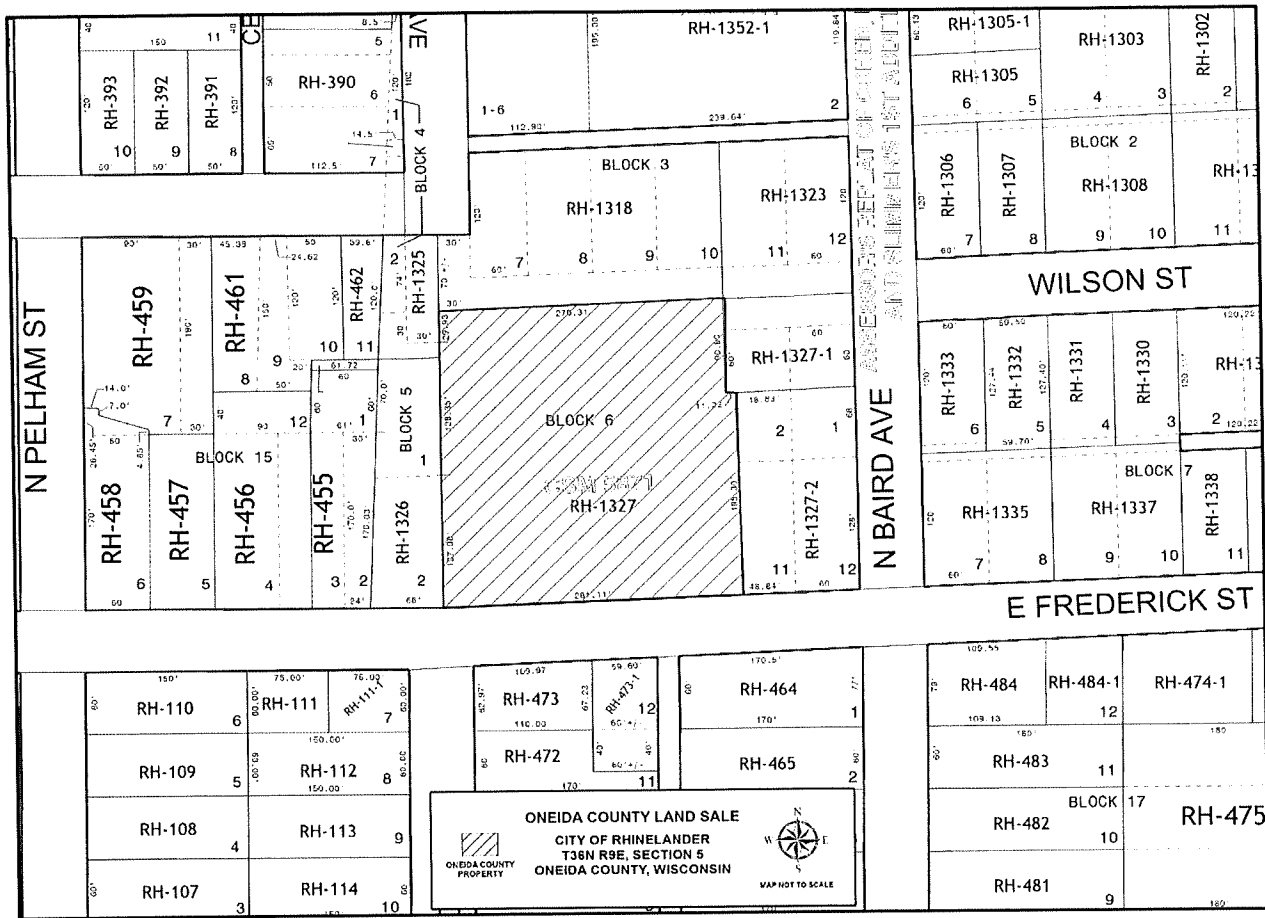
_____ Ayes
_____ Nays
_____ Absent
_____ Abstain
_____ Adopted
_____ Defeated

by the County Board of Supervisors this 18th day August, 2026.

Tracy Hartman, County Clerk Scott Holewinski, County Board Chair

See Exhibit A next page

Exhibit A



Parcel Identification Number: RH-1327

Bid Amount: \$231,890.00

Successful Bidder: David Schmitz, 6452 Northwestern DR, Rhinelander, WI 54501

Description: All of Lot 1 of Certified Survey Map 5871, recorded in Volume 29 of Certified Survey Maps Page 5871, Document Number 871755, part of the NW ¼ of the NW ¼, Section 5, Township 36 North, Range 9 East, being in Oneida County, Wisconsin.

Subject to easements, utilities, access of record or in use by others on or across said lands.

RESOLUTION # 50-2026

Resolution to convey excess county lands to Nesbit.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County retained a 100 foot strip of land on each side of the center line of existing roads crossing the SW ¼ - NE ¼ of Section 16, Township 39 North, Range 9 East, as recorded in the Register of Deeds, Volume 64 of Deeds on Page 533, Document # 114619, recorded on December 11th, 1942; and,

WHEREAS, a request has been made to Oneida County from the adjoining landowner(s) listed in Exhibit A requesting that a portion of said strip(s) of land described above and adjacent to Evergreen Dr. be conveyed to them as they are the present adjoining owner(s) of the land, and they have paid the \$250.00 administrative fee to process this request; and,

WHEREAS, the Town of Sugar Camp has been notified of this request and the Land Records Committee recommends that the parcel(s) described in Exhibit A be conveyed to the adjoining landowner(s), provided the Town of Sugar Camp does not have any objection to said conveyance; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel(s) described in Exhibit A to the adjoining landowner(s), and authorizes the County Clerk, upon receipt of the \$30 deed recording fee(s), to issue a quit claim deed conveying any interest the County has in the description(s) noted below in Exhibit A.

Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, Mark, Date: 8/5/26

Approved for presentation to the County Board by the Land Records Committee this 4th day of August, 2026.

Consent Agenda Item: ☒ YES _____ NO

Fiscal Impact

Offered and passage moved by:

☐ Included in Resolution

☐ Attached

☒ N/A

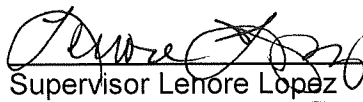
Robert Briggs
Supervisor Robert Briggs

Chris Schultz
Supervisor Chris Schultz

Aye Nay Abstain

☒ ☐ ☐

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Supervisor Lenore Lopez

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Supervisor Kyle Timmons

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Supervisor Vacant

☐	☐	☐
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____ Ayes

____ Nays

____ Absent

____ Abstain

____ Adopted

by the County Board of Supervisors this 18th day August, 2026.

____ Defeated

Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

Exhibit A

Part of SU-730-3

To: Gregory A. Nesbit and Tammy K. Nesbit, 8366 Evergreen Dr., Eagle River, WI 54521.

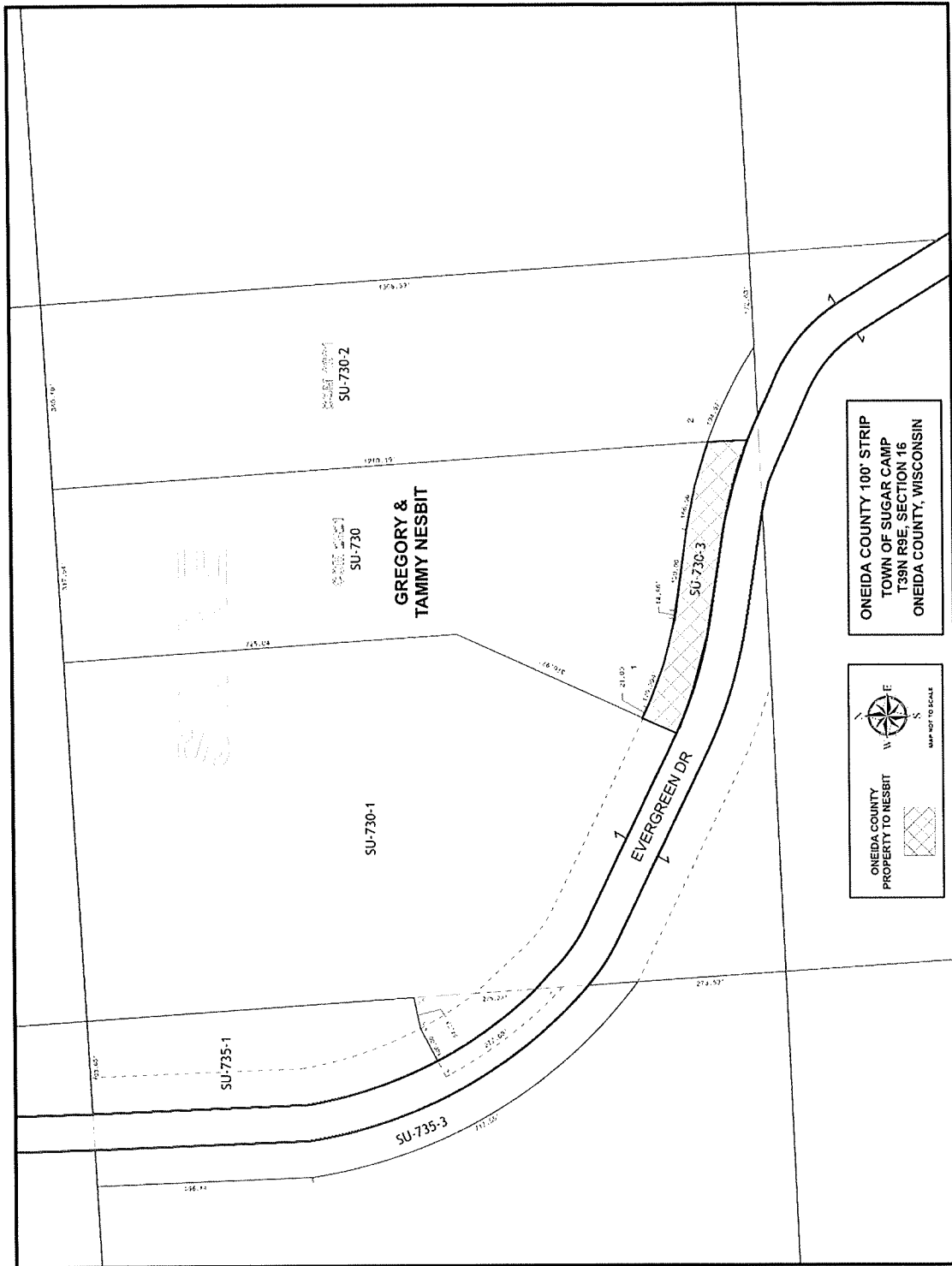
Being all those lands of a 200' wide strip owned by Oneida County as retained in Volume 64 of Deeds on Page 533, Document # 114619 located in the SW ¼ -NE ¼ of Section 16, Township 39 North, Range 9 East; all those lands that lie South of and parallel to the South line of Lot 1 CSM 2821, Document Number 570837, and North of a line that is 33' North of and parallel to the center line of Evergreen Dr., now laid out; bounded on the West and East by the West and East lot lines of Lot 1, extended South to the North right-of-way line of Evergreen Dr., now laid out, being in Oneida County, Wisconsin.

Above said strip of land is to be attached to those lands to the North, being Lot 1 CSM 2821 (Parcel Number SU-730), and are not to be transferred separately unless complying with Oneida County Subdivision Ordinance.

Subject to an easement for ingress, egress and utilities for the adjoining parcel to the West. This easement shall be enforced over the West 80.00 feet of said above strip.

Subject to easements, utilities or access of record or in use by others on or across said lands.

See next page for Map



RESOLUTION # 51-2026

Resolution to convey excess county lands to Thibdeau & Horner

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County retained a 100 foot strip of land on each side of the center line of existing roads crossing the SW ¼ - NW ¼ of Section 3 and SE ¼ - NE ¼ of Section 4, Township 36 North, Range 7 East, as recorded in the Register of Deeds, Volume 64 of Deeds on Page 355, Document # 111924, recorded on December 2nd, 1941; and,

WHEREAS, a request has been made to Oneida County from the adjoining landowner(s) listed in Exhibit A requesting that a portion of said strip(s) of land described above and adjacent to Hancock Lake Rd be conveyed to them as they are the present adjoining owner(s) of the land, and they have paid the \$250.00 administrative fee to process this request; and,

WHEREAS, the Town of Woodboro has been notified of this request and the Land Records Committee recommends that the parcel(s) described in Exhibit A be conveyed to the adjoining landowner(s), provided the Town of Woodboro does not have any objection to said conveyance; and,

THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors hereby approves conveying the parcel(s) described in Exhibit A to the adjoining landowner(s), and authorizes the County Clerk, upon receipt of the \$30 deed recording fee(s), to issue a quit claim deed conveying any interest the County has in the description(s) noted below in Exhibit A.

Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, _____, Date: 8/5/26

Approved for presentation to the County Board by the Land Records Committee this _____ 4th day of August, 2026.

Consent Agenda Item: ☒ YES _____ NO

Fiscal Impact

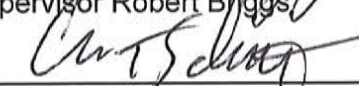
Offered and passage moved by:

☐ Included in Resolution

☐ Attached

☒ N/A


Supervisor Robert Briggs


Supervisor Chris Schultz

Aye Nay Abstain

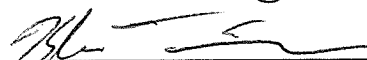
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Supervisor Lenore Lopez

☒	☐	☐
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Supervisor Kyle Timmons

☒	☐	☐
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Supervisor Vacant

☐	☐	☐
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____ Ayes

____ Nays

____ Absent

____ Abstain

____ Adopted

by the County Board of Supervisors this 18th day August, 2026.

____ Defeated

Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

Exhibit A

Part of WB-39-2

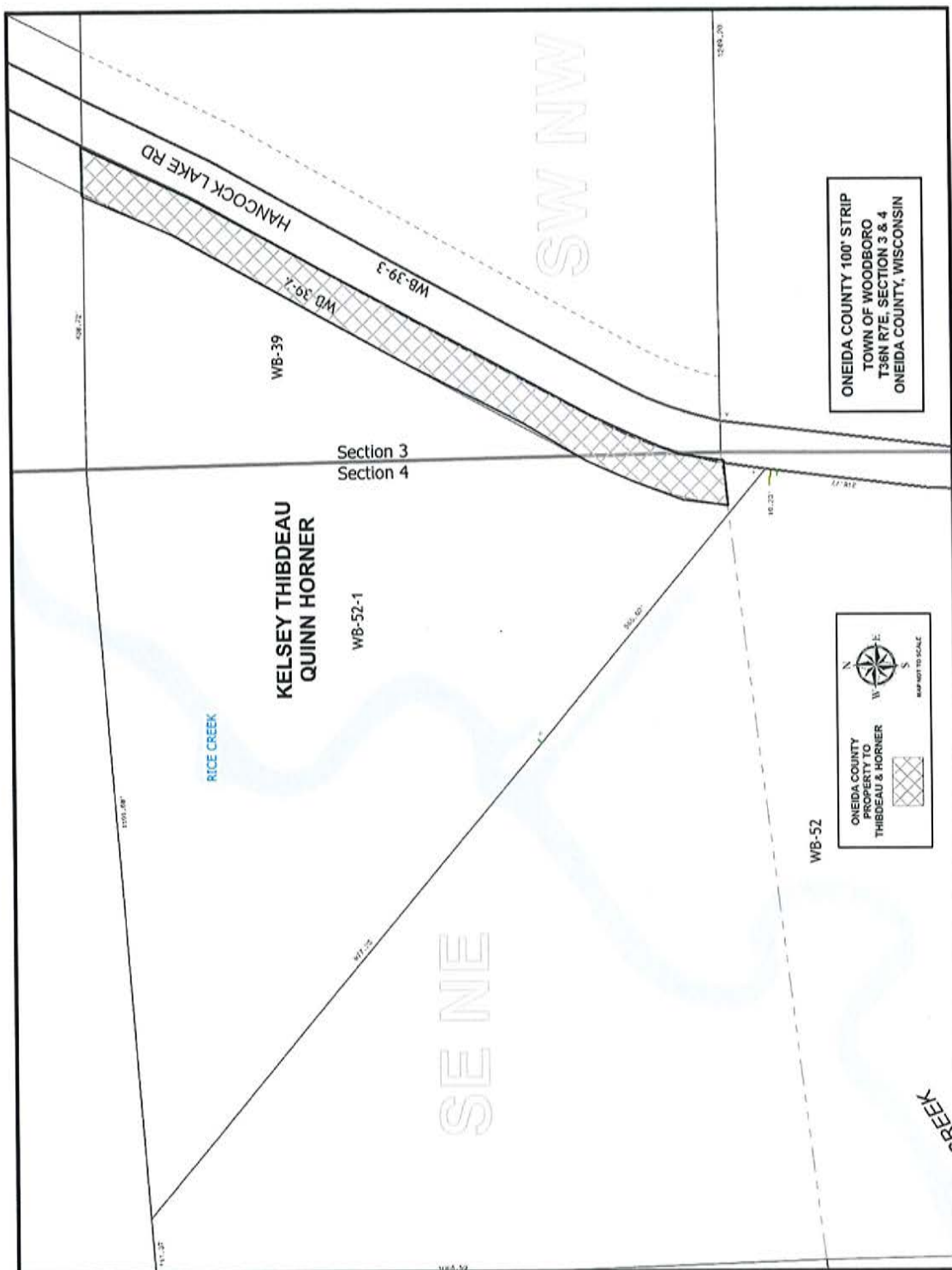
To: **Kelsey M. Thibdeau and Quinn R. Horner, each an undivided one-half interest as tenants in common**, 15576 Colorado Central Way, Monument, CO 80132.

Being all those lands of a 200' wide strip owned by Oneida County as retained in Volume 64 of Deeds on Page 355, Document # 111924 located in the SW ¼ -NW ¼ of Section 3, and SE ¼ - NE ¼ of Section 4, Township 36 North, Range 7 East; all those lands that lie North West of a line that is 33' North West of and parallel to the center line of Hancock Lake Rd. now laid out, being in Oneida County, Wisconsin.

These two strips of land are to be attached to those lands to the North West in the SW ¼ - NW ¼ of Section 3 (Parcel Number WB-39), and those lands to the North West in the SE ¼ - NE ¼ of Section 4 (Parcel Number WB-52-1). These strips of land are not to be transferred separately unless complying with Oneida County Subdivision Ordinance.

Subject to easements, utilities or access of record or in use by others on or across said lands.

See next page for Map



RESOLUTION # 52-2020

Resolution to grant an access license across County lands located in the Town of Enterprise, Oneida County, to Quinn Goretski to access his property.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Forestry, Land and Recreation Committee

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, a request has been made to the Oneida County Forestry, Land and Recreation Committee for an access license across County lands located in the SE ¼ NE ¼ Section 17, T35N, R9E, Town of Enterprise, by the owners of the land in the NE ¼ SE ¼ Section 17, T35N, R9E, Town of Enterprise; and

WHEREAS, the Forestry, Land and Recreation Committee has reviewed the aforementioned access request and determined that no significant negative impact would result to County Forest land or its users by granting an access license; so

THEREFORE, BE IT RESOLVED, that upon receipt of \$150.00 land value, \$500.00 administration fee, and \$30.00 deed recording fee, the County Clerk be authorized and directed to issue the attached access license to Quinn Goretski.

Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed

by the Corporation Counsel, _____, Date: 8/4/26

Approved for presentation to the County Board by the Forestry, Land and Recreation Committee this 4th day of August, 2026.

Consent Agenda Item: ☒ YES _____ NO

Fiscal Impact

Offered and passage moved by:

☐ Included in Resolution

☐ Attached

☒ N/A


Supervisor Robert Almekinder


Supervisor Robert Briggs


Supervisor Chris Schultz

Aye Nay Abstain

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<u>Collette A Sorgel</u>	☒	☐	☐
Supervisor Collette Sorgel			
<u>Lenore Lopez</u>	☒	☐	☐
Supervisor Lenore Lopez			

_____ Ayes
_____ Nays
_____ Absent
_____ Abstain
_____ Adopted

by the County Board of Supervisors this 18th day of August, 2026.

_____ Defeated

_____ Tracy Hartman, County Clerk	_____ Scott Holewinski, County Board Chair
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RESOLUTION # 53-2026
ORDINANCE AMENDMENT #042026
CHAPTER 14 OF THE ONEIDA COUNTY OUTDOOR RECREATION ORDINANCE,
SECTION 14.13

Resolution to establish a \$5.00 boat launch fee at Sand/Dam Lake boat launch.

Ordinance Amendment offered by the Public Works Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County recently discovered the Oneida County Highway Department owns the Sand/Dam Lake boat launch area in Sugar Camp and;

WHEREAS, the Oneida County Highway staff will have to maintain the launch and;

WHEREAS, there is a need for added revenue due to costs to maintain, upgrade or replace components and the boat launch and;

WHEREAS, it is recommended that a \$5.00 boat launch fee be established at the Sand/Dam Lake boat launch and;

WHEREAS, the Public Works Committee has carefully studied the proposed changes and recommends approval.

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 14 of the General Code of Oneida County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

14.13 RULES AND REGULATIONS

Section 14.13 remains unchanged except for the following:

(23) Sand/Dam Lake Boat Launch.

(a) The Sand/Dam Lake boat launch shall be under the management, supervision and control of the Public Works Committee and Oneida County Highway Department

(1) A daily boat launch fee of \$5.00 shall be charged for the access and use of the Sand/Dam Lake boat launch in Sugar Camp.

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment #1-2021 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Town Clerks of Oneida County and the Wisconsin Department of Safety and Professional Services.

Approved for presentation to the County Board by the Public Works Committee this 6th day of August, 2026.

Consent Agenda Item: ☒ YES ☐ NO

Vote Required: Majority = ☒ 2/3 Majority = ☐ 3/4 Majority = ☐

The County Board has the legal authority to adopt: Yes ☒ No ☐ as reviewed by the Corporation Counsel, [Signature], Date: 8/6/26

Offered and passage moved by:

[Signature: Ted Cushing]
Supervisor (Ted Cushing)
[Signature: Bob Almekinder]
Supervisor (Bob Almekinder)
[Signature: Dan Hess]
Supervisor (Dan Hess)
[Signature: Bill Fried]
Supervisor (Bill Fried)
[Signature: Greg Oettinger]
Supervisor (Greg Oettinger)

☐ Ayes

☐ Nays

☐ Absent

☐ Abstain

☐ Enacted

by the County Board of Supervisors this _____ day of _____, 2026.

☐ Defeated

Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

RESOLUTION # 55-2026
REZONE PETITION FOR THE TOWN OF SCHOEPKE
REZONE PETITION #01-2026

Resolution offered by the Planning and Development Committee

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning and Development Committee having considered Rezone Petition #01-2026 (copy attached), which was filed March 17, 2026, to amend the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, and having given notice thereof as provided by law and having held a public hearing thereon June 10, 2026, pursuant to § 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

To rezone land from District #11 Shoreland Wetland to District #2 Single Family Residential on property described as being part of Government Lot 1, Section 13, T35N, R10E, PIN SC-139-2, Town of Schoepke.

And being duly advised of the wishes of the people in the area affected as follows:

WHEREAS, the owner is requesting the wetland rezone for residential development; and

WHEREAS, the Town of Schoepke did not recommend approval of the request (copy attached); and

WHEREAS, the Wisconsin Department of Natural Resources provided a Wetland Delineation Report stating the following in their findings of fact for the driveway:

1. *The project consists of installing 402 square feet of fill for a driveway to access buildable upland area.*
2. *The Department has completed an evaluation of the project site and plans and has determined that the project site and project plans as described in the submitted application meet the standards to qualify for this General Permit.*
3. *The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface water, and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.*
4. *The wetland discharge resulting from the proposed activity will comply with water quality requirements as authorized by this document.*
5. *No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative into consideration practicable alternatives that avoid wetland impacts.*
6. *All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.*

- 45 7. *The proposed project will not result in significant adverse impacts to wetland*
46 *functional values, significant impacts to water quality, or other significant adverse*
47 *environmental consequences.*
48

49 **WHEREAS**, the Wisconsin Department of Natural Resources provided a Wetland
50 Delineation Report stating the following in their findings of fact for the structure:
51

- 52 1. *A permit, GP-NO-2024-44-04331 was issued February 2025 for 402 Square feet of*
53 *fill for the driveway.*
54 2. *This permit authorizes an additional 312 square feet of wetland fill resulting in a*
55 *single and complete project of 714 square feet of wetland fill for residential*
56 *development.*
57 3. *The Department has completed an evaluation of the project site and plans and has*
58 *determined that the project site and project plans as described in the submitted*
59 *application meet the standards to qualify for this General Permit.*
60 4. *The proposed project, is constructed in accordance with this permit, will not*
61 *adversely affect water quality, will not increase water pollution in surface waters, and*
62 *will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.*
63 5. *The wetland discharge resulting from the proposed activity will comply with water*
64 *quality requirements as authorized by this document.*
65 6. *No practicable alternative exists which would avoid adverse impacts to wetlands, and*
66 *the project will result in the least environmentally damaging practicable alternative*
67 *taking into consideration practicable alternatives that avoid wetland impacts.*
68 7. *All practicable measures to minimize adverse impacts to the functional values of the*
69 *wetland have been taken.*
70

71 **WHEREAS**, On June 10, 2026, the Planning and Development Committee held a public
72 hearing and the adjoining landowners were provided with a written notice of the change and
73 there were 2 public comments received, 0 people spoke in favor, 1 people spoke against, and 0
74 people spoke in ambiguity of the proposed changes; and
75

76 **WHEREAS**, the Planning & Development Committee has reviewed the general
77 standards as specified in Section 9.86(F) of the Oneida County Zoning & Shoreland Protection
78 Ordinance and concluded that the standards have been met. The Planning & Development
79 Committee recommends passage.
80

81 **NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS**
82 **FOLLOWS: Petition #01-2026:**
83

84 Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this
85 ordinance shall be and are hereby repealed as far as any conflict exists.

86 Section 2: The ordinance shall take effect the day after passage and publication as required
87 by law.

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Rezone Petition #01-2026 is hereby adopted amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, by changing the zoning district classification from District #11 Shoreland Wetland to District #2 Single Family Residential on property described as follows:

To rezone land from District #11 Shoreland Wetland to District #2 Single Family Residential on property described as being part of Government Lot 1, Section 13, T35N, R10E, PIN SC-139-2, Town of Schoepke.

The County Clerk shall, within seven (7) days after adoption of Rezone Petition #01-2026 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Schoepke Town Clerk.

Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, _____, Date: 8/14/26

Approved for presentation to the County Board by the Planning and Development Committee this 8th day of July, 2026.

Consent Agenda Item: ☒ YES _____ NO _____

Fiscal Impact

- ☐ Included in Resolution
☐ Attached
☐ N/A

Offered and passage moved by:

Scott Holewinski
Supervisor (Scott Holewinski)

Dan Hess
Supervisor (Dan Hess)

Bob Almekinder
Supervisor (Bob Almekinder)

Billy Fried
Supervisor (Billy Fried)

Mitchell Tautges
Supervisor (Mitchell Tautges)

Aye Nay Abstain

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_____ Ayes

136 _____ Nays
137
138 _____ Absent
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140 _____ Abstain
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142 _____ Adopted
143
144 by the County Board of Supervisors this _____ day _____, 2026.
145
146 _____ Defeated
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150 _____ Tracy Hartman, County Clerk _____ Scott Holewinski, County Board Chair

PETITION

To: Oneida County Board of Supervisors
Oneida County Clerk, Courthouse
P.O. Box 400
Rhinelander, WI 54501



PETITION NO. #01-2026
RECEIPT NO. 11.000234887
FEE PAID 600⁰⁰
DATE REC'D 3/6/2026

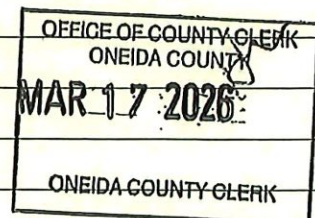
Please choose one of the following (1 or 2 below):

- The undersigned hereby petitions the Oneida County Board of Supervisors to change the zoning district classification of the following described land in the Town of Schoepke, Oneida County, Wisconsin, from Shoreland wetland zoning district to single family zoning district:

Insert property description. Attach map.	<u>NE 1/4 of SE 1/4, Section 13</u>
	<u>Township 35, Range 10E, town of Schoepke Oneida Co</u>
Reason for rezone:	<u>Residential development</u>

- The undersigned hereby petitions the Oneida County Board of Supervisors to amend Chapter 9, Oneida County Zoning and Shoreland Protection Ordinance as follows:

Insert proposed language or attach a separate sheet.	
Reason for the amendment:	



Respectfully submitted on the 6th day of March 2026 by:

Owner name: <u>Josh + Jacy Przekurat</u>	Agent name:
Address: <u>3671 Peterson Rd</u>	Address:
City/State/Zip: <u>Junction City WI 54443</u>	City/State/Zip:
Telephone No: <u>715-295-4266</u>	Telephone No:
Signature 	Signature

REZONE PETITION

Legal Description

Joshua and Jacy Przekurat, owners and applicants

Part of Government Lot 1, Section 13, T35N, R10E, PIN SC-139-2, Town of Schoepke.

Notes: Proposed change of zoning from District #11 Shoreland-Wetland to District #02 Single Family Residential

Reason for rezone – residential development

PZShare/lus/rezone/descriptions/sc.Przekurat.rezone.3.26

We, Josh & Jacy Przekurat, the owners of parcel #SC139-2 on Sabinois Point Rd in the Town of Schoepke are petitioning to rezone this parcel from shoreland wetland to single family. We would like to put in a driveway and build a structure on this lot.

We have worked with Wisconsin DNR, Army Corps of Engineering and FEMA to get the appropriate permitting for wetland disturbances. See attached maps/documents/permits for reference.

Our activities for building a driveway/structure shall not adversely impact any of the criteria in Section 9.91 (F).



WDNR Professionally Assured Wetland Delineation Report

Strock Property

Town of Schoepke

Oneida County, Wisconsin

July 26, 2024





**WDNR PROFESSIONALLY ASSURED
WETLAND DELINEATION REPORT**

**STROCK PROPERTY
TOWN OF SCHÖEPKE
ONEIDA COUNTY, WISCONSIN**

July 26, 2024

Prepared for:

Strock Revocable Trust
265 Charlotte Street
St. Augustine, Florida 32084

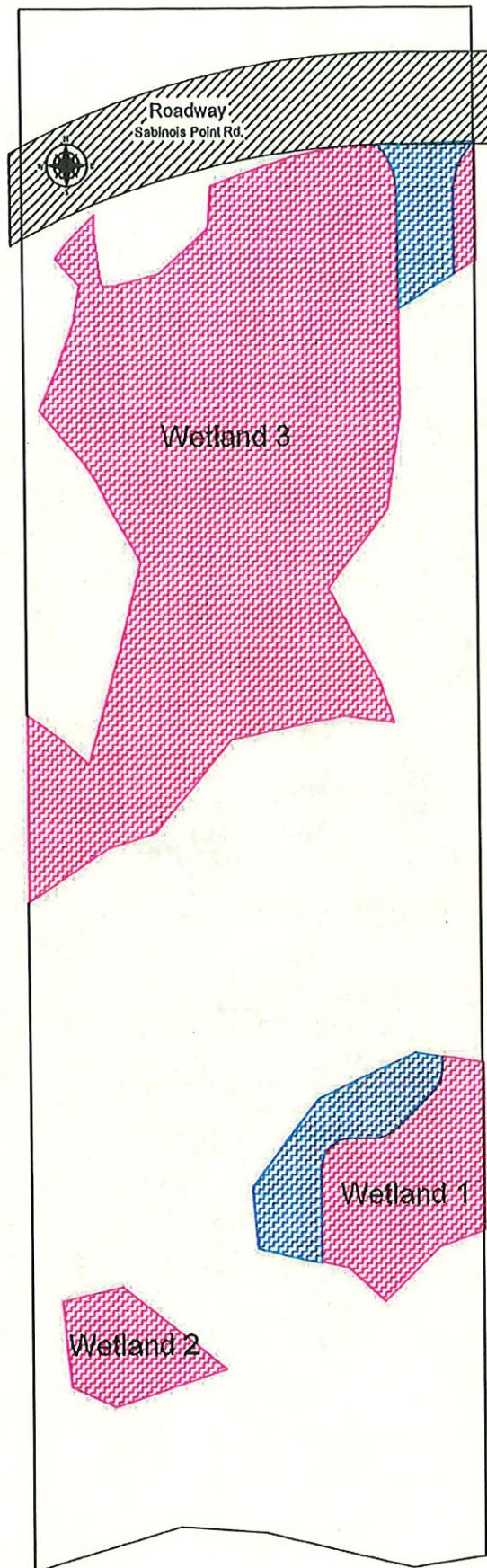
Prepared By:

Wetlands and Waterways, LLC
5742 Warbonnet Lane
Hazelhurst, Wisconsin 54531
(715) 892-4211

Ann M. Key, PSS, PWS, CST
WDNR Professionally Assured Wetland Delineator

Ann Key





Map of DNR approved
wetland removal

 Wetland

 Approved for Removal



State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
107 Suttill Ave.
Rhinelander, WI 54501

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



2/17/2025

GP-NO-2024-44-04331

Dissemin

Joshua Przekurat
3671 Peterson Rd
Junction City, WI 54443

RE: Coverage under the wetland statewide general permit (WDNR-GP1-2023) for Wetland Disturbance - Residential/Commercial/Industrial activities, located at Parcel # SC139-2 in the Town of Schoepke, Oneida County.

Dear Joshua Przekurat:

Thank you for submitting an application for a General Permit for Wetland Disturbance of 402 square feet for residential activities located in the NE 1/4 of SE 1/4, Section 13, Township 35, Range 10E, Town of Schoepke, Oneida County. Based on the application information submitted, your project meets the eligibility criteria for this activity, so you may proceed with your project.

FINDINGS OF FACT

1. The project consists of installing 402 square feet of fill for a driveway to access buildable upland area.
2. The Department has completed an evaluation of the project site and plans and has determined that the project site and project plans as described in the submitted application meet the standards to qualify for this General Permit.
3. The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface waters, and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
4. The wetland discharge resulting from the proposed activity will comply with water quality requirements as authorized by this document.
5. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts.
6. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.
7. The proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences.

STANDARDS AND CONDITIONS

You are responsible for meeting all general permit eligibility standards and permit conditions. Please re-read the permit eligibility standards and conditions attached to this letter in the final statewide general permit document. This includes notifying the Department before starting the project and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

You are also responsible for obtaining any other local, state, tribal, or federal permits that are required before starting your project. Note that U.S. Army Corps of Engineers and local zoning authorization for work in floodplains or shorelands may also be required for your project.

EXPIRATION

This activity is authorized under WDNR-GP1-2023 for a period of 5 years from the date of this letter or until the activity is completed, whichever occurs first.

INSPECTIONS AND PROJECT MODIFICATIONS

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes and the requirements and conditions of this general permit.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. To seek a contested case hearing under section 227.42, Wis. Stats., you have 30 days after the date of the decision to serve a petition for hearing on the Department. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

If you have questions about this letter or need to modify your project, please contact me, your local Water Management Specialist, Nicole Hays, at (715) 628-0069 or at nicole.hays@wisconsin.gov to discuss your proposed modifications and determine next steps.

Sincerely,



Nicole Hays
Water Management Specialist

Email CC:
USACE Project Manager
County Local Zoning Administrator
Town Clerk
WDNR Conservation Warden
Contractor/Consultant

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
107 Sulliff Ave.
Rhinelander, WI 54501

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-286-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



2/11/2026

GP-NO-2025-44-02894

Structure

Joshua Przekurat
3671 Peterson Rd
Junction City, WI 54443

RE: Coverage under the wetland statewide general permit (WDNR-GP1-2023) for Wetland Disturbance - Residential/Commercial/Industrial, located at parcel # SC139-2 in the Town of Schoepke, Oneida County

Dear Joshua Przekurat:

Thank you for submitting an application for a General Permit for Wetland Disturbance of 312 square feet for residential development located in the NE 1/4 of SE 1/4, Section 13, Township 35, Range 10E, Town of Schoepke, Oneida County. Based on the application information submitted, your project meets the eligibility criteria for this activity, so you may proceed with your project.

FINDINGS OF FACT

1. A permit, GP-NO-2024-44-04331 was issued February 2025 for 402 Square feet of fill for the driveway.
2. This permit authorizes an additional 312 square feet of wetland fill resulting in a single and complete project of 714 square feet of wetland fill for residential development.
3. The Department has completed an evaluation of the project site and plans and has determined that the project site and project plans as described in the submitted application meet the standards to qualify for this General Permit.
4. The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface waters, and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
5. The wetland discharge resulting from the proposed activity will comply with water quality requirements as authorized by this document.
6. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts.
7. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.

STANDARDS AND CONDITIONS

You are responsible for meeting all general permit eligibility standards and permit conditions. Please re-read the permit eligibility standards and conditions attached to this letter in the final statewide general permit document. This includes notifying the Department before starting the project and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

You are also responsible for obtaining any other local, state, tribal, or federal permits that are required before starting your project. Note that U.S. Army Corps of Engineers and local zoning authorization for work in floodplains or shorelands may also be required for your project.

EXPIRATION

This activity is authorized under WDNR-GP1-2023 for a period of 5 years from the date of this letter or until the activity is completed, whichever occurs first.

INSPECTIONS AND PROJECT MODIFICATIONS

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes and the requirements and conditions of this general permit.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. To seek a contested case hearing under section 227.42, Wis. Stats., you have 30 days after the date of the decision to serve a petition for hearing on the Department. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

If you have questions about this letter or need to modify your project, please contact me, your local Water Management Specialist, Nicole Hays, at (715) 628-0069 or at nicole.hays@wisconsin.gov to discuss your proposed modifications and determine next steps.

Sincerely,



Nicole Hays
Water Management Specialist

Email CC:

Alan Vorse, USACE Project Manager
Oneida County Zoning Administrator
WDNR Conservation Warden
Waterways/Wetlands file



Federal Emergency Management Agency
Washington, D.C. 20472

August 21, 2025

MR. DUSTIN VREELAND
VREELAND ENTERPRISES
6103 DAWN STREET
WESTON, WI 54476

CASE NO.: 25-05-2126A
COMMUNITY: ONEIDA COUNTY, WISCONSIN
(UNINCORPORATED AREAS)
COMMUNITY NO.: 550579

DEAR MR. VREELAND:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Amendment (LOMA) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMAs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Sincerely,

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

LIST OF ENCLOSURES:

LOMA DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region



Federal Emergency Management Agency

Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP AMENDMENT

When making determinations on requests for Letters of Map Amendment (LOMAs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMA is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMA *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMA provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMA is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMA must comply with all applicable State and local criteria and other Federal criteria.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

LOMAs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If a State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

LOMAENC-1 (LOMA Removal)

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to amend an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

When a restudy is undertaken, or when a sufficient number of revisions or amendments occur on particular map panels, FEMA initiates the printing and distribution process for the affected panels. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. In such cases, FEMA attempts to reflect the results of the LOMA on the new map panel. If the results of particular LOMAs cannot be reflected on the new map panel because of scale limitations, FEMA notifies the community in writing and revalidates the LOMAs in that letter. LOMAs revalidated in this way usually will become effective 1 day after the effective date of the revised map.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	ONEIDA COUNTY, WISCONSIN (Unincorporated Areas)	A portion of Government Lot 1, Section 13, Township 35 North, Range 10 East, as described in the Trustee's Deed recorded as Document No. 855851, in the Office of the Register of Deeds, Oneida County, Wisconsin The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 560679	
AFFECTED MAP PANEL	NUMBER: 55085C0870C	
	DATE: 5/16/2013	
FLOODING SOURCE: PELICAN LAKE		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 45.516468, -89.175193 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	Sabinols Point Drive	Portion of Property	X (shaded)	--	--	1593.4 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
PORTIONS REMAIN IN THE SFHA
ZONE A

SUPERSEDES PREVIOUS DETERMINATION
STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMA Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

BEGINNING AT THE SOUTHEAST MEANDER CORNER OF SAID SECTION 13; THENCE N 1°14'11" E ALONG THE EAST LINE OF GOVERNMENT LOT 1 OF SECTION 13 410.91 FEET; THENCE S 89°33'10" W 355.05 FEET TO THE POINT OF BEGINNING; THENCE S 1°03'21" W 313.58 FEET; THENCE S 89°51'13" W 30.13 FEET; THENCE S 86°42'25" W 58.88 FEET; THENCE N 3°06'04" W 22.39 FEET; THENCE N 89°03'07" W 8.92 FEET; THENCE N 0°56'53" E 293.74 FEET; THENCE N 69°33'10" E 99.96 FEET TO THE POINT OF BEGINNING

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

SUPERSEDES OUR PREVIOUS DETERMINATION (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This Determination Document supersedes our previous determination dated 6/9/2025, for the subject property.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMA Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

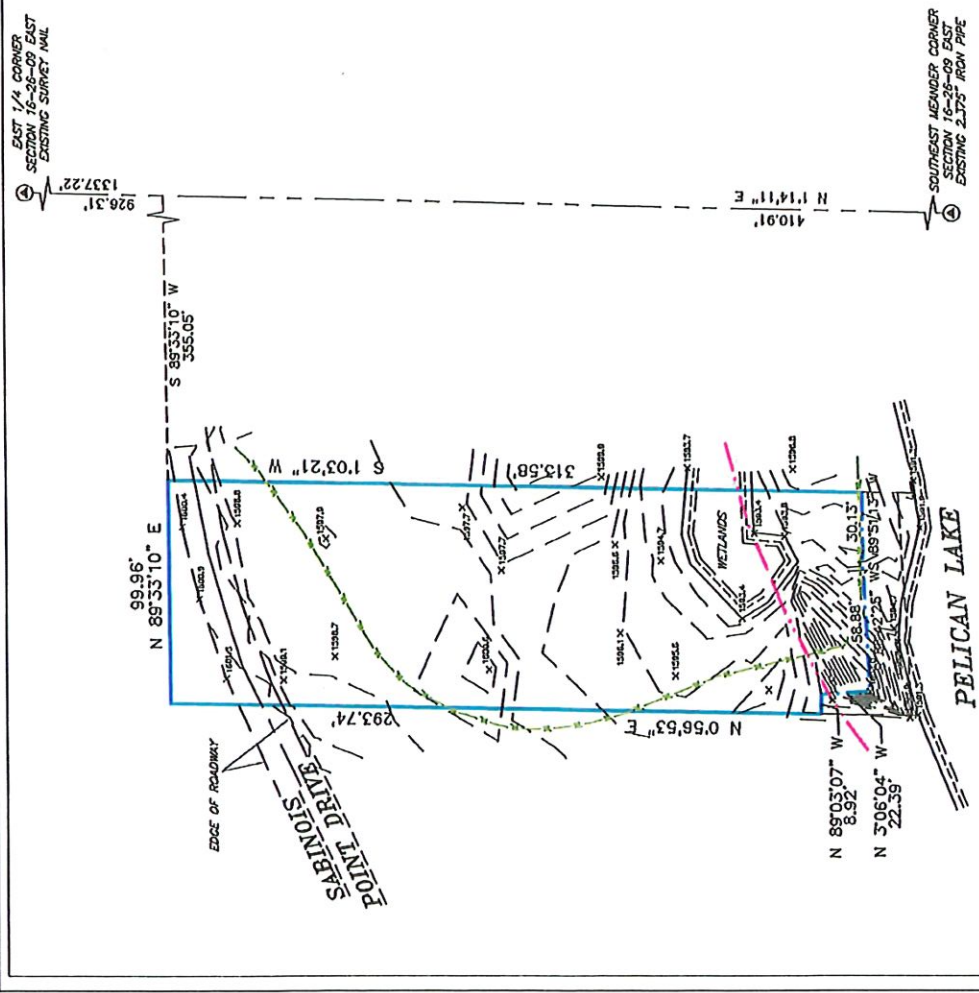
David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

EAST 1/4 CORNER
SECTION 16-26-03 EAST
EXISTING SURVEY NAIL

926.31' 1337.22'

AREA FOR REMOVAL
BEGINNING AT THE SOUTHEAST MEANDER CORNER OF
SAID SECTION 12;
THENCE N 1°14'11" E ALONG THE EAST LINE OF
GOVERNMENT LOT 1 OF SECTION 13 410.91 FEET;
THENCE S 89°33'10" W 355.05 FEET TO THE POINT
OF BEGINNING;
THENCE S 1°03'21" W 313.58 FEET;
THENCE S 89°51'13" W 30.13 FEET;
THENCE S 86°42'25" W 58.88 FEET;
THENCE N 3°06'04" W 22.39 FEET;
THENCE N 89°03'07" W 8.92 FEET;
THENCE N 0°56'53" E 293.74 FEET;
THENCE N 89°33'10" E 99.96 FEET TO THE POINT
OF BEGINNING.

BEARINGS REFERENCED TO THE
EAST LINE OF GOVERNMENT LOT 1
BEARING S 1°14'11" W PER
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)



ANY LANDS BELOW THE CORNER WHICH WERE MARK OF A
TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER
ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION
PER COUNTY SURVEY RECORDS
- = LOCATION OF FLOOD PLAIN TO
BE REMOVED.
- = APPROXIMATE LOCATION OF
FLOOD PLAIN PER FEMA MAPPING.
- = APPROXIMATE LOCATION OF
WETLANDS PER DNR INVENTORY
PER MARATHON COUNTY GIS.

DRAWN BY: THOMAS W. FREELAND		PREPARED FOR: JOSHUA PRZEKURAT	
CHECKED BY: JAMES W. FREELAND		PLAT DATE: JUNE 27TH, 2025	
DATE: 06/27/2025		SHEET 1	
SCALE: 1" = 50'			
VRELAND ASSOCIATES LAND SURVEYORS & ENGINEERS 6105 DAWN STREET WESTON, WI 54478 PHONE: 920.866.7715 FAX: 920.866.7716 EMAIL: info@vrsurveying.com WEBSITE: www.vrsurveying.com			
TITLE PAGE: EXHIBIT MAP			
REVISION	DATE	DESCRIPTION	
PROJECT: PRZEKURAT LOMA - SABINO'S POINT DRIVE			
LOCATION: TOWN OF SCHEPPRE			
ONEIDA COUNTY, WISCONSIN			



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNEAPOLIS STREET, SUITE E1600
ST. PAUL, MN 55101-1323

April 17, 2025

Regulatory File No. MVP-2025-00263-JMB

Jacy Przekurat
3671 Peterson Road
Junction City, WI 54443
jacyprzekurat@gmail.com

Dear Jacy Przekurat,

This letter contains an Approved Jurisdictional Determination (AJD) for the area(s) identified below, located on the Strock Property in Section 13, Township 035N, Range 010E, Oneida County, Wisconsin. The review area for this determination is identified on the enclosed figures labeled: MVP-2025-00263-JMB Page 1 of 4 through 4 of 4.

Non-Jurisdictional Area(s):

We have determined that the following area(s) are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act or Sections 9 or 10 of the Rivers and Harbors Act:

- Wetland 1, (0.044 acre)
- Wetland 2, (0.013 acre)

You are not required to obtain Corps authorization within the area(s) listed above. This determination only applies to the area(s) identified above and is based on a reasonable approximation of their location and boundaries. The basis for this determination is provided in the enclosed Memorandum for Record.

Appeal Process:

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form. In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

AJD Expiration:

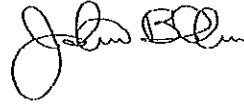
This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to information that was not considered during our initial review.

Regulatory Division (File No. MVP-2025-00263-JMB)

Contact Information:

If you have any questions, please contact me in our Hayward at 651-290-5884 or jonathan.m.bakken@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Bakken', with a stylized flourish at the end.

Jonathan Bakken
Lead Project Manager

Enclosures
AJD MFR, Appeals Form

cc: Emily Hack, WDNR (Emily.hack@wisconsin.gov)

Monique Taylor

From: Karl Jennrich
Sent: Tuesday, April 28, 2026 7:34 AM
To: Monique Taylor
Cc: Scott Holewinski; Chad Lynch; Todd D. Troskey
Subject: FW: Rezone Petition - Przekurat (SC-139-2)

Monique:

I checked Chapter 9, Article 9, Section 9.91 Shoreland-Wetland Zoning, NR 115 and 59.69(5)(e)2 related to the Town of Schoepke denial. A wetland rezone is different than a rezone involving zoning districts. The committee can consider the Town of Schoepke concerns but the committee is not bound by the denial. The Planning and Development Committee/County Board makes the final decision.

This can get scheduled for a public hearing. Karl

Karl Jennrich
Oneida County Conservation, Planning and Zoning Director
P.O. Box 400
Courthouse
Rhinelander, WI 54501
715-369-6176
kjennrich@oneidacountywi.gov

From: schoepke@newnorth.net <schoepke@newnorth.net>
Sent: Sunday, April 26, 2026 8:51 PM
To: Monique Taylor <mtaylor@oneidacountywi.gov>
Cc: Karl Jennrich <kjennrich@oneidacountywi.gov>
Subject: Re: Rezone Petition - Przekurat (SC-139-2)

Hi Monique,

The rezone petition was discussed at the town board meeting last Tuesday, April 21st. It is the board's opinion that the town objects to this building on a wetland. Bob Mott stated he is against filling in of wetlands. Kelly Kraetsch object to it too for wetland protection and Chuck Moore cannot approve of it for the same reason.

If you need anything else, please let me know.

Julie
Schoepke Town Clerk

On Tuesday, April 21, 2026 at 09:38:19 AM CDT, Monique Taylor <mtaylor@oneidacountywi.gov> wrote:

Hi Julie,

Thanks for the update! Typically, the towns provide a letter or email to our office after they meet concerning the matter to express their recommendation and/or any concerns for the rezone. That information is then presented to the P&D

Committee at the public hearing for consideration when deliberating on for approval or denial of the rezone, and if it is approved, it is then forwarded to the County Board for consideration.

I hope that helps! If you have any more questions or need anything on our end, please feel free to reach out!

Thank you,

Monique

From: schoepke@newnorth.net <schoepke@newnorth.net>

Sent: Tuesday, April 21, 2026 7:42 AM

To: Monique Taylor <mtaylor@oneidacountywi.gov>

Subject: Re: Rezone Petition - Przekurat (SC-139-2)

Hi Monique,

The meeting for this month is tonight. Does this need approval from the town board? What information do you need from the board concerning this issue?

Julie
Schoepke Town Clerk

On Monday, April 20, 2026 at 01:17:06 PM CDT, Monique Taylor <mtaylor@oneidacountywi.gov> wrote:

Hi Julie,

We received a rezone petition for the above-referenced property. We sent the information to the Town concerning the rezone on March 13, 2026. Karl stated that he spoke with Bob and he believed it was potentially going to be on the Town's agenda this month. Can you confirm if it was on the agenda last week? If it was not, do you have an idea of when it will be?

Thank you,

Monique Taylor
Administrative Support
Oneida County Planning & Zoning
P.O. Box 400, 1 S. Oneida Ave.
Rhineland, WI 54501
(715) 369-6130 - Main
(715) 369-6233 - Direct
mtaylor@oneidacountywi.gov

RESOLUTION # 54-2020

Resolution to convey Part of RH 9333-1001, 1991 W Winnebago St. to Decorah Properties, LLC

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Land Records Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, RH 9333-1001, 1991 W Winnebago Street as shown on the map in Exhibit A are owned by Oneida County, and;

WHEREAS, an Offer to Purchase for the private sale of RH 9333-1001, 1991 W Winnebago Street has been received from Decorah Properties, LLC for \$718,000.00; and,

WHEREAS, per County Code an appraisal was completed for 1991 W. Winnebago St. and an appraised value of \$725,000 to \$740,000 was received, and;

WHEREAS, per County Code the County Board can waive the appraised value and accept a lesser amount, and;

WHEREAS, the Land Records Committee recommends the private sale of 1991 W Winnebago St. to Decorah Properties, LLC which will allow the property to continue to provide services as a Residential Substance Abuse Center for Adults while under ownership of Decorah Properties, and;

WHEREAS, the Land Records Committee recommends that the Offer to Purchase be accepted with the terms and conditions set forth in the Offer (Exhibit B), and recommends that the County Clerk and the County Board Chair be authorized to execute and sign on behalf of Oneida County any related documents necessary to complete the transaction and the deed to transfer the property; and,

WHEREAS, if any items arise which require additional negotiations, that the County Board Chair is authorized to negotiate those items and do not have to bring back to the Land records Committee or County Board if the negotiations do not substantially affect the Offer; and,

WHEREAS, any costs to complete the transaction such as, but not limited to land surveying, applications fees, title insurance and related closing cost are to be paid out of the proceeds from the sale.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Oneida County hereby accepts the Offer to Purchase with the terms and conditions set forth in the Offer prepared by the Decorah Properties, LLC shown as Exhibit B, and recommends that the County Clerk and the County Board Chair be authorized to execute and sign on behalf of Oneida County any related documents necessary to complete the transaction and the deed to transfer the property; and,

BE IT FURTHER RESOLVED, that if any items arise which require additional

negotiations, that the County Board Chair is authorized to negotiate those items and do not have to bring back to the Land Records Committee or County Board if the negotiations do not substantially affect the Offer; and,

BE IT FURTHER RESOLVED, any costs to complete the transaction such as but not limited to land surveying, applications fees, title insurance and related closing cost are to be paid out of the proceeds from the sale.

Vote Required: Majority = ✓ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ✓ No _____ as reviewed by the Corporation Counsel, [Signature], Date: 8/4/26

Approved for presentation to the County Board by the Land Records Committee this 4th day of August, 2026.

Consent Agenda Item: YES NO

Fiscal Impact

Offered and passage moved by:

- ☐ Included in Resolution
- ☐ Attached
- ☒ N/A

	Aye	Nay	Abstain
<u>[Signature]</u> Supervisor Robert Briggs	☒	☐	☐
<u>[Signature]</u> Supervisor Chris Schultz	☒	☐	☐
<u>[Signature]</u> Supervisor Kyle Timmons	☒	☐	☐
<u>[Signature]</u> Supervisor Lenore Lopez	☒	☐	☐

_____ Ayes

_____ Nays

_____ Absent

_____ Abstain

_____ Adopted

by the County Board of Supervisors this _____ day _____, 2026.

____ Defeated

Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

See next pages for referenced Exhibits.

Exhibit A



Legal Description:

A parcel of land located in the NW 1/4 of the SW 1/4, Section 33, T 37 N, R 9 E, City of Rhinelander, Oneida County, Wisconsin described as follows, Commencing at the west 1/4 corner of said Section 33, thence S 86°32'07" E a distance of 1154.92' to a point, thence S 02°07'16" W a distance of 554.71' to an iron pipe, thence S 89°24'14" W a distance of 41.64' to a point on the westerly right of way line of Chippewa Drive and point of beginning, thence along said right of way line S 02°06'11" W a distance of 165.38' to an iron bar, thence S 09°17'11" E a distance of 102.07' to an iron bar, thence S 02°07'16" W a distance of 334.12' to an iron bar marking the point of intersection of the westerly right of way line of Chippewa Drive with the northerly right of way line of Winnebago Street, thence along said right of way line S 89°25'46" W a distance of 704.86' to an iron pipe, leaving said right of way line N 02°07'16" E a distance of 600.21' to an iron pipe, thence N 89°24'14" E a distance of 684.61' to the point of beginning.

Parcel contains 9.604 acres.

Subject to easements, restrictions, reservations and right of way of record or in use.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** July 13, 2026 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Decorah Properties, LLC

4 offers to purchase the Property known as 1991 W Winnebago Street

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the City _____ of Rhinelander _____, County
8 of Oneida _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Seven Hundred Eighteen Thousand and 00/100ths _____
10 _____ Dollars (\$ 718,000.00 _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: none

13 _____
14 _____
15 _____

16 All personal property included in purchase price will be transferred by bill of sale or n/a

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

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: none

21 _____
22 _____
23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before August 28, 2026 _____ Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

44 **CLOSING** This transaction is to be closed on or before December 31, 2026

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

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

52 **EARNEST MONEY**

53 ☒ **EARNEST MONEY** of \$ _____ accompanies this Offer.

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

55 ☒ **EARNEST MONEY** of \$ _____ will be mailed, or commercially, electronically
56 or personally delivered within _____ days ("5" if left blank) after acceptance.

54 All-earnest-money-shall-be-delivered-to-and-held-by-(listing-Firm)-(drafting-Firm)-(other-identified-as-
55 _____) **STRIKE THOSE NOT APPLICABLE**

56 _____)
57 (listing-Firm-if-none-chosen; if no-listing-Firm, then-drafting-Firm; if no-Firm-then-Seller):

58 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
59 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
60 **disbursement agreement.**

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

62 ■ ~~DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:~~ If negotiations do not result in an accepted offer and the
63 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
64 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
65 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
66 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
67 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
68 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
69 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
70 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
71 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
72 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

73 ■ ~~LEGAL RIGHTS/ACTION:~~ The Firm's disbursement of earnest money does not determine the legal rights of the Parties
74 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
75 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
76 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
77 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
78 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
79 residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
80 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
81 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
82 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB-18.

83 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
84 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
85 this Offer except: none

86 _____ . If "Time is of the Essence" applies to a date or Deadline,
87 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
88 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

89 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
90 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) ~~other than those identified in~~
91 ~~Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated~~
92 ~~_____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this~~
93 ~~offer by reference~~ **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

94 _____
95 _____
96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

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

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: provide services as an Residential Substance Abuse Center for adults. This building will not change services while under ownership of Decorah Properties.

size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: consent of all county and municipal bodies required to approve the transactions contemplated by this Offer. or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☒ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is stricken) a ALTA/NSPS Land Title Survey survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 90 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of NA acres, maximum of NA acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: the additional map features listed at lines 212-215

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (~~Seller's~~) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

- (1) delivering written notice to Buyer within 10 ____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
- (2) curing the Defects in a good and workmanlike manner; and
- (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:

- (1) Seller does not have a right to cure; or
- (2) Seller has a right to cure but:
 - (a) Seller delivers written notice that Seller will not cure; or
 - (b) Seller does not timely deliver the written notice of election to cure.

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an addendum per line 668.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of the Property and Property systems

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

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

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

This contingency shall be deemed satisfied unless Buyer, within 90 days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

RIGHT TO CURE: Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

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

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

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

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

(2) Seller has a right to cure but:

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

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

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written CoVantage Credit Union [loan type or specific lender, if any] first mortgage loan commitment as described

below, within 90 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 718,000.00 for a term of not less than 30 years, amortized over not less than 30 years.

~~Initial monthly payments of principal and interest shall not exceed \$_____.~~ Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed zero % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

358 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 6.50 %.

359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed ____%. The initial interest rate
360 shall be fixed for ____ months, at which time the interest rate may be increased not more than ____% ("2" if
361 left blank) at the first adjustment and by not more than ____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus ____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within ____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

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

396 (2) ____
397 ____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within 90 ____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller ~~(shall)~~ (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within ____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

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

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

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

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and no others

433
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

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

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

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

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

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

443
444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

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

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 no others

461
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

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

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

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

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

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

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

625 **ADDITIONAL PROVISIONS/CONTINGENCIES**

626 _____
627 _____
628 _____
629 _____
630 In addition to other contingencies set forth in this Offer, Buyer's obligation to close is contingent upon Buyer obtaining access to the
631 Property. Furthermore, Buyer shall be satisfied that said access to the Property shall be secure and shall not be terminable by closure
632 or other restriction and interference of the use of a private road which may serve or abut the Property, as determined by Buyer's
633 sole discretion.

634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____

643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

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

653 Name of Buyer's recipient for delivery, if any: Bruce Decorah

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

655 Seller: () Buyer: ()

656 ☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.

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

661 Address for Seller: _____

662 Address for Buyer: PO Box 1550 Rhinelander, WI 54501

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

664 Email Address for Seller: _____

665 Email Address for Buyer: bdecorah@optionscs.net

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

668 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] _____

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

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

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

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

682 Buyer Entity Name (if any): Decorah Properties, LLC

683 (x) Bruce Decorah Bruce Decorah Director 7/28/26
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Bruce Decorah, its authorized representative Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

692 Seller Entity Name (if any): _____

693 (x) _____
694 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

695 (x) _____
696 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

697 ~~This Offer was presented to Seller by [Licensee and Firm]~~ _____
698 _____ on _____ at _____ a.m./p.m.

699 This Offer is rejected _____ This Offer is countered [See attached counter] _____
700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Resolution to amend Section 9.57 to implement a one (1) year moratorium on data centers.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County's zoning regulations are adopted to protect public health, safety, comfort, convenience, and general welfare; manage growth and the impacts of land development; protect water and other natural resources; preserve rural character; preserve property values; and facilitate adequate provision of transportation, water, sewerage, and other public services and facilities; and

WHEREAS, the Planning & Development Committee finds that an interim moratorium is necessary to allow adequate time for County staff and the Planning & Development Committee to evaluate potential data center-related impacts and to consider whether amendments or clarifications to the Oneida County Zoning and Shoreland Protection Ordinance are needed to ensure consistent administration of permits and protections for the public; and

WHEREAS, the purpose of this Ordinance is to establish a temporary moratorium on specified data center-related activities and approvals in order to protect the public health, safety, and welfare while the County conducts necessary review and considers appropriate regulatory standards; and

1

hearing and there were 0 public comments received, 15 people spoke in favor, 0 people spoke against, and 0 people spoke in ambiguity of the proposed changes; and

WHEREAS, the Planning and Development Committee has carefully studied the proposed changes after listening to comments made at the public hearing and recommends approval.

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 9 of the General Code of Oneida County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

9.57 ~~INTERIM MORATORIUM ON DATA CENTERS MORATORIUM ON LIVESTOCK FACILITIES LICENSING (2-2020,2-2021,9-2021) Removed from ordinance as moratorium expired March 1, 2022)~~

A. Purpose & Intent

1. Intent

- a. Oneida County's zoning regulations are adopted to protect public health, safety, comfort, convenience, and general welfare; manage growth and the impacts of land development; protect water and other natural resources; preserve rural character; preserve property values; and facilitate adequate provision of transportation, water, sewerage, and other public services and facilities.
- b. Where property is affected by the regulations imposed by the zoning chapter and by the other governmental regulations, the more restrictive regulations apply, and the zoning chapter is intended to be liberally construed in favor of the County for the promotion of public health, safety, comfort, convenience, and general welfare.
- c. Data centers and similar high-intensity computing facilities may create land use impacts that can include, but are not limited to, high electrical demand, need for supporting utility infrastructure, substantial cooling and mechanical systems, noise and vibration, emergency power and fuel storage, lighting and security features, traffic during construction and periodic operations, and potential compatibility concerns with nearby residential, agricultural, and rural land uses.
- d. The County Board finds that an interim moratorium is necessary to allow adequate time for County staff and the Planning and Development Committee to evaluate potential data center-related impacts and to consider whether amendments or clarifications to the Oneida County Zoning and Shoreland Protection Ordinance are needed to ensure consistent administration of permits and protections for the public.

- 101 e. During the moratorium period, the County intends to evaluate potential zoning
102 texts, amendments, application requirements, performance standards, or use
103 classifications to address data centers in a manner consistent with the overall
104 purpose and intent of the zoning ordinance.
105

106 2. Purpose

- 107 a. It is the purpose of this ordinance is to establish a temporary moratorium on
108 specified data center-related activities and approvals in order to protect the
109 public health, safety, and welfare, while the County conducts necessary review
110 and considers appropriate regulatory standards.
111

112 B. Authority

113
114 The Oneida County Board of Supervisors has the authority under Wisconsin statutes,
115 including but not limited to, ss. 59.02(2) and 59.69, Wis. Stats.
116

117 C. Applicability and Jurisdiction

118
119 This Ordinance applies to all territory located within the portions of the unincorporated
120 areas of Oneida County where Chapter 9 of the Oneida County Zoning and Shoreland
121 Protection Ordinance applies.
122

123 D. Definitions

124
125 For the purposes of this Ordinance:
126

- 127 1. Data Center means a facility, or a portion of a facility, whose primary purpose is to
128 house computer systems and associated components, including servers, network
129 equipment, and data storage systems, together with supporting mechanical,
130 electrical, power generation, cooling, ventilation, and security systems, where the
131 facility is designed for or operates as follows:
132 a. enterprise data processing;
133 b. colocation services;
134 c. cloud computing infrastructure; and/or
135 d. other large-scale digital data storage, processing, or transmission operations.
136 2. Data Center Expansion means any physical expansion or intensification of an
137 existing Data Center, including, without limitation, building additions; new principal
138 or accessory structures; installation or expansion of generators, fuel storage,
139 substations, transformers, cooling equipment, or similar infrastructure; or other
140 changes that increase the facility's operational capacity or intensity.
141 3. New Data Center Development means establishment of a new Data Center on a
142 parcel where a Data Center did not lawfully exist prior to the effective date of this
143 Ordinance.
144

145 E. Moratorium and Prohibited Actions During Moratorium

- 146
147 1. Moratorium Established. During the effective period of this Ordinance, the County
148 shall not accept, process, approve, or issue approvals, permits, or authorizations
149 for New Data Center Development or Data Center Expansion in the unincorporated
150 area of Oneida County.

- 151 2. Specific Actions Covers. The moratorium applies to, without limitations, the
152 following:
153 a. land use permits/zoning permits for new development or change in use;
154 b. approvals related to conditional uses, where applicable;
155 c. zoning map or text amendment requests that are submitted primarily to allow
156 New Data Center Development or Data Center Expansion; and
157 d. any other County Zoning approval that, if granted, would authorize New Data
158 Center Development or Data Center Expansion.
159

160 F. Exemptions
161

- 162 1. The moratorium shall not apply to the following:
163 a. Previously Issued and Lawfully Established Approvals. Work for which a land
164 use permit or other County zoning approval has been lawfully issued prior to
165 the effective date of this Ordinance, provided that the permit remains valid
166 under applicable time limits and has not expired, become void, or been
167 revoked.
168 b. Ordinary Maintenance/Repair. Ordinary maintenance and repair activities that
169 do not constitute Data Center Expansion as defined herein.
170 c. County/Utility Emergency Actions. Emergency work necessary to protect
171 public health and safety or to restore utility service, as determined by the
172 Zoning Administrator or designee.
173

174 G. Duration of the Moratorium
175

176 This moratorium shall remain in effect for twelve (12) months from the date of adoption,
177 unless it is replaced or extended by the Oneida County Board of Supervisors.
178

179 H. Severability
180

181 If any provision of this Ordinance is adjudged invalid by a court of competent
182 jurisdiction, such judgment shall not affect the validity of other provisions.
183

184 I. Repeal of Conflicting Provisions
185

186 All ordinances of parts of ordinances in conflict with this Ordinance are hereby
187 repealed to the extent of such conflict.
188

189 The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment #02-
190 2026 by the Oneida County Board of Supervisors, cause a certified copy thereof to be
191 transmitted by mail to the Town Clerks of Oneida County and the Wisconsin Department of
192 Natural Resources.
193

194 Vote Required: Majority = ✓ 2/3 Majority = _____ 3/4 Majority = _____
195

196 The County Board has the legal authority to adopt: Yes ✓ No _____ as reviewed by
197 the Corporation Counsel, [Signature], Date: 8/14/26
198

199 Approved for presentation to the County Board by the Planning and Development Committee
200 this 22nd day of July, 2026.
201

Consent Agenda Item: _____YES _____~~X~~NO

Fiscal Impact

Offered and passage moved by:

- ☐ Included in Resolution
- ☐ Attached
- ☐ N/A

Scott Holewinski
Supervisor (Scott Holewinski)

Dan Hess
Supervisor (Dan Hess)

Bob Almekinder
Supervisor (Bob Almekinder)

Billy Fried
Supervisor (Billy Fried)

Michael Tautges
Supervisor (Michael Tautges)

Aye	Nay	Abstain
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐

_____Ayes

_____Nays

_____Absent

_____Abstain

_____Adopted

by the County Board of Supervisors this _____ day _____, 2026.

_____Defeated

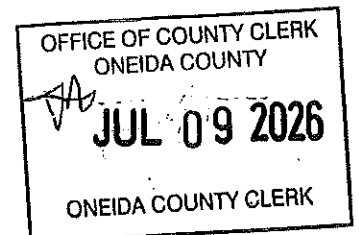
Tracy Hartman, County Clerk

Scott Holewinski, County Board Chair

ORDINANCE AMENDMENT #02-2026 (6/10/26)

CHAPTER 9

ARTICLE 5, SECTION 9.57



Additions noted by underline; deletions noted by ~~strikethrough~~

Section 9.57 remains the same except:

9.57 INTERIM MORATORIUM ON DATA CENTERS MORATORIUM ON LIVESTOCK FACILITIES LICENSING (2-2020,2-2021,9-2021) ~~Removed from ordinance as moratorium expired March 1, 2022)~~

A. Purpose & Intent

1. Intent

- a. Oneida County's zoning regulations are adopted to protect public health, safety, comfort, convenience, and general welfare; manage growth and the impacts of land development; protect water and other natural resources; preserve rural character; preserve property values; and facilitate adequate provision of transportation, water, sewerage, and other public services and facilities.
- b. Where property is affected by the regulations imposed by the zoning chapter and by the other governmental regulations, the more restrictive regulations apply, and the zoning chapter is intended to be liberally construed in favor of the County for the promotion of public health, safety, comfort, convenience, and general welfare.
- c. Data centers and similar high-intensity computing facilities may create land use impacts that can include, but are not limited to, high electrical demand, need for supporting utility infrastructure, substantial cooling and mechanical systems, noise and vibration, emergency power and fuel storage, lighting and security features, traffic during construction and periodic operations, and potential compatibility concerns with nearby residential, agricultural, and rural land uses.
- d. The County Board finds that an interim moratorium is necessary to allow adequate time for County staff and the Planning and Development Committee to evaluate potential data center-related impacts and to consider whether amendments or clarifications to the Oneida County Zoning and Shoreland Protection Ordinance are needed to ensure consistent administration of permits and protections for the public.
- e. During the moratorium period, the County intends to evaluate potential zoning texts, amendments, application requirements, performance standards, or use classifications to address data centers in a manner consistent with the overall purpose and intent of the zoning ordinance.

2. Purpose

- a. It is the purpose of this ordinance is to establish a temporary moratorium on specified data center-related activities and approvals in order to protect the public health, safety, and welfare, while the County conducts necessary review and considers appropriate regulatory standards.

B. Authority

The Oneida County Board of Supervisors has the authority under Wisconsin statutes, including but not limited to, ss. 59.02(2) and 59.69, Wis. Stats.

C. Applicability and Jurisdiction

This Ordinance applies to all territory located within the portions of the unincorporated areas of Oneida County where Chapter 9 of the Oneida County Zoning and Shoreland Protection Ordinance applies.

D. Definitions

For the purposes of this Ordinance:

1. Data Center means a facility, or a portion of a facility, whose primary purpose is to house computer systems and associated components, including servers, network equipment, and data storage systems, together with supporting mechanical, electrical, power generation, cooling, ventilation, and security systems, where the facility is designed for or operates as follows:
 - a. enterprise data processing;
 - b. colocation services;
 - c. cloud computing infrastructure; and/or
 - d. other large-scale digital data storage, processing, or transmission operations.
2. Data Center Expansion means any physical expansion or intensification of an existing Data Center, including, without limitation, building additions; new principal or accessory structures; installation or expansion of generators, fuel storage, substations, transformers, cooling equipment, or similar infrastructure; or other changes that increase the facility's operational capacity or intensity.
3. New Data Center Development means establishment of a new Data Center on a parcel where a Data Center did not lawfully exist prior to the effective date of this Ordinance.

E. Moratorium and Prohibited Actions During Moratorium

1. Moratorium Established. During the effective period of this Ordinance, the County shall not accept, process, approve, or issue approvals, permits, or authorizations for New Data Center Development or Data Center Expansion in the unincorporated area of Oneida County.
2. Specific Actions Covered. The moratorium applies to, without limitations, the following:
 - a. land use permits/zoning permits for new development or change in use;
 - b. approvals related to conditional uses, where applicable;
 - c. zoning map or text amendment requests that are submitted primarily to allow New Data Center Development or Data Center Expansion; and

- d. any other County Zoning approval that, if granted, would authorize New Data Center Development or Data Center Expansion.

F. Exemptions

1. The moratorium shall not apply to the following:
 - a. Previously Issued and Lawfully Established Approvals. Work for which a land use permit or other County zoning approval has been lawfully issued prior to the effective date of this Ordinance, provided that the permit remains valid under applicable time limits and has not expired, become void, or been revoked.
 - b. Ordinary Maintenance/Repair. Ordinary maintenance and repair activities that do not constitute Data Center Expansion as defined herein.
 - c. County/Utility Emergency Actions. Emergency work necessary to protect public health and safety or to restore utility service, as determined by the Zoning Administrator or designee.

G. Duration of the Moratorium

This moratorium shall remain in effect for twelve (12) months from the date of adoption, unless it is replaced or extended by the Oneida County Board of Supervisors.

H. Severability

If any provision of this Ordinance is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the validity of other provisions.

I. Repeal of Conflicting Provisions

All ordinances of parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.