



**OSHKOSH COMMON COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
OSHKOSH, WISCONSIN
August 14, 2024**

****REVISED****

Items marked with ** have been revised since the initial notice.

If anyone requires reasonable ADA accommodations, please contact the office of the City Manager at citymgr@oshkoshwi.gov, or phone 920-236-5002.

To send written correspondence to the Council, mail it to the City Manager, place it in the City Hall dropbox, or email it to council@oshkoshwi.gov (prior to the Council meeting).

- A. CLOSED SESSION** (5:00 PM, Room 404, City Hall)
The Common Council may convene into closed session pursuant to Section 19.85(1)(e) of the Wisconsin State Statutes where competitive bargaining reasons require a closed session to discuss bargaining options, strategy, parameters, and terms related to the negotiation of a development agreement with respect to the Boatworks redevelopment located at West 4th Avenue and Michigan Street.
- B. CALL TO ORDER** (6:00 p.m.)
- C. ROLL CALL**
- D. INVOCATION - VOTING FIRST:** Deputy Mayor Buelow
[Invocation #2](#)
- E. PLEDGE OF ALLEGIANCE**
- F. INTRODUCTION OF STAFF**
Betsie Anderson, Financial Utility Manager
Joe Kopf, Street Supervisor
Brian Treleven, Street Supervisor
- G. PROCLAMATIONS ISSUED**
1. Oshkosh Freemasons' 175th Anniversary and Oshkosh Masonic Center's 100th Anniversary, August 17, 2024
 2. National See Tracks? Think Train® Week, September 23 - 29, 2024
- H. PRESENTATIONS**
3. Introduction/Presentation by GovHR Regarding City Manager Recruitment

4. Presentation on Tax Incremental District No. 44 Northwest Oshkosh Expansion Area

I. CITIZEN STATEMENTS TO COUNCIL

(Citizens are to address the Council only. Statements are limited to five (5) minutes; they must address items that are not listed on the Council meeting agenda, are limited to issues that have an impact on the City of Oshkosh and the Common Council may address at a future meeting, and must not include endorsements of any candidates or other electioneering.) If you require more time please inform the Mayor at the beginning of your presentation.

J. CONSENT AGENDA ITEMS

(Consent Agenda items are those items of a routine administrative nature that are voted on by the Council in a single roll call vote. Staff recommends approval of all items. Any member of the public or Common Council may request that an item be removed from the Consent Agenda for discussion.)

5. Report of Bills
6. Receipt & Filing of Minutes - Library Board, 06.27.24
7. Receipt & Filing of Claim - Ethan Newby
8. Receipt & Filing of Claim - Robert Nienhaus
9. Receipt & Filing of Claim - Jacqueline Saad
10. Res 24-445 Resolution Authorizing the Issuance and Sale of up to \$551,500 Taxable Private Lead Service Line Replacement Loan Program Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto
11. Res 24-446 Approve Safe Drinking Water Loan Program Financial Assistance Agreement with the Wisconsin Department of Natural Resources for Project No. 4874-15
12. Res 24-447 Grant Noise Variance Request for O&J Coatings, Inc. for Fernau Water Tower Painting and Mixing, Conditional upon Department of Public Works Approving Specific Dates the Work Will Be Allowed
13. Res 24-448 Amend CIP and Award Bid for Public Works Contract No. 24-23 to Visu-Sewer for Sanitary Sewer Lining -- Various Locations (\$1,132,607.23)
14. Res 24-449 Amend CIP and Appropriation of Funds for Intergovernmental Agreement with Winnebago County for Reconstruction of CTH "I" (Oregon Street) (\$2,676,961.48)
15. Res 24-450 Approve Specific Implementation Plan Amendment for Loading Dock Access at 3300 Medalist Drive (Plan Commission Recommends Approval)
16. Res 24-451 Approve Purchase of Technology Updates from LDV Custom Specialty Vehicles for the Mobile Command & Community Outreach Vehicle for the Police Department (\$99,577.00)
17. Res 24-452 Approve Cooperative Purchase of Radios and Components from Motorola Solutions, Inc. for Police Department (\$82,360.11)

- 18. Res 24-453 Approve Waiver of Purchasing Requirements for Personal Protective Equipment for the Fire Department
- 19. Res 24-454 Approve Purchase of Holmatro Extrication Tools from Jefferson Fire & Safety for Fire Department (\$49,302.10)
- 20. Res 24-455 Approve Cooperative Purchase of Two Dump Truck Chassis from Ewald Automotive Group, LLC for Parks Department (\$110,534.50)
- 21. Res 24-456 Award Bid to B&P Mechanical Inc. for Seniors Center North Roof Top Unit Replacement for General Services (\$49,850.00)
- 22. Res 24-457 Award Bid to August Winters and Sons Inc. for Public Museum Boiler Replacement for General Services (\$85,282.00)
- 23. Res 24-458 Approve Cooperative Purchase of Cellular Phone Service from T-Mobile for Information Technology Division (\$109,500.00 annually)
- 24. Res 24-459 Approve Amended Special Event - JJetpack Creative to Utilize the Leach Amphitheater for the Valley Vinyl Music Festival, October 12, 2024
- 25. Res 24-460 Approve Special Class "B" Licenses
- 26. Res 24-461 Remove Diversity, Equity & Inclusion Committee Member (Egal)
- 27. Res 24-462 Remove Diversity, Equity & Inclusion Committee Member (Pishler)
- 28. Res 24-463 Approve Appointments to the Following Boards and Commissions: Board of Zoning Appeals; Diversity, Equity, and Inclusion (DEI) Committee; Plan Commission; and Sustainability Advisory Board

K. ITEMS REMOVED FROM CONSENT AGENDA

L. PENDING ORDINANCE

- 29. Ord 24-464 Approve Zone Change from Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD) at 400 City Center (Plan Commission Recommends Approval)
- 30. Ord 24-465 Approve Request to Attach to the City from Town of Nekimi / Zellner Voluntary Attachment: 3669 Oregon Street
- 31. Ord 24-466 Amend Section 13-7 of the City of Oshkosh Municipal Code Pertaining to Open Outdoor Fires, Outdoor Fireplaces, Cooking Fires, and Barbecue Grills, Kettles, and Outdoor Hibachis to Remove Permitting Requirements

M. NEW ORDINANCES (NOTE: It is anticipated that there will be no formal action taken at this meeting on items marked with an asterisk (*) unless Council formally waives the rules.)

- 32. Ord 24-467 Approve Zone Change from Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD) at 224 State Street (Plan Commission Recommends Approval) (Applicant Requests Waiving the Rules)

and Adopting on First Reading)

N. NEW RESOLUTIONS

- 33. Res 24-468 Accept Proposal for Executive Search Services for City Manager Position - MGT/Gov HR (\$25,000.00)
- 34. **Res 24-469 **Approve General Development Plan and Specific Implementation Plan for a Personal Storage Facility at 400 City Center (Plan Commission Recommends Approval) (**Applicant Has Requested Layover of This Issue to August 27th**)
- 35. Res 24-470 Approve General Development Plan and Specific Implementation Plan for Parking Lot Reconstruction at 224 State Street (Plan Commission Recommends Approval)
- 36. Res 24-471 Approve Amendment of Terms of Approval for American Rescue Plan Act (ARPA) Funds to Operation DREAM North

O. COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

37. Discussion and Direction to City Manager

- A. Fireworks Regulation and Enforcement (Larson)
- B. Discussion of Street Lighting Policy (Larson)
- C. Asking the Public If They Want to Continue with the City Manager Form of Government (Esslinger)

38. Future Agenda Items

- A. Contract for EMS Services Outside of City and Impact on Need for 4th Ambulance Unit, August 27th, in-meeting workshop
- B. Presentation of 2023 Annual Comprehensive Financial Report (ACFR) by KerberRose, August 27th

39. Future Meetings & Workshops

- A. Budget Workshop #2 - 2025 Early Projections and Direction on Priorities from Council, August 28, 2024, 5:00 p.m.
- B. Undergrounding Utilities, date to be determined

P. COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

Q. CITY MANAGER ANNOUNCEMENTS & STATEMENTS

- 40. Professional Services Agreement with AECOM for Environmental Services during Geotechnical Subsurface Exploration Project for the 2025 Capital Improvement Projects (\$38,845)
- 41. Emergency Purchase of Roof Repairs from Kaschak Roofing Inc. for the Public

Library (\$34,380.00)

42. Strategic Plan Dashboard Updated for 2nd Quarter

43. Outstanding Issues

R. ADJOURN



SUBJECT: Oshkosh Freemasons' 175th Anniversary and Oshkosh Masonic Center's 100th Anniversary,
August 17, 2024

DATE: August 14, 2024

Attachments

Proclamation_Mason Lodge

PROCLAMATION

WHEREAS, Freemasonry is the most widely recognized fraternal society in the world with a centuries-old brotherhood of men from different religious, ethnic, social and economic backgrounds; and

WHEREAS, Masons got their start in Oshkosh as Fox River Lodge F. and A.M. in 1849, four years before Oshkosh became a city and one year after Wisconsin became a state; and


WHEREAS, after losing several buildings throughout Oshkosh in the historic fires of 1859 and 1875, the Oshkosh Freemasons began drawing up plans for an impressive temple building in the early 1920s; and

WHEREAS, in 1924, the cornerstone was laid for the current Oshkosh Masonic Center located at 204 Washington Avenue in Oshkosh, Wisconsin; and

WHEREAS, the Oshkosh Freemasons were involved in the formation of the City of Oshkosh and continue to positively impact the community.

NOW, THEREFORE, in celebration of the 100th year of the historic Oshkosh Masonic Center and the 175th anniversary of the Oshkosh Freemasons, **I, MATT MUGERAUER**, Mayor of the City of Oshkosh, recognize the continuous and important contributions made by the Oshkosh Freemasons and Freemasons throughout the State of Wisconsin.

DATED: August 17, 2024



MATT MUGERAUER, Mayor
City of Oshkosh, Wisconsin



SUBJECT: National See Tracks? Think Train® Week, September 23 - 29, 2024

DATE: August 14, 2024

Attachments

Proclamation_See Tracks? Think Train

PROCLAMATION

WHEREAS, See Tracks? Think Train® Week is to be held across the United States from September 23 – 29, 2024; and

WHEREAS, 2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023; and

WHEREAS, 1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2023; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week;

NOW, THEREFORE, I, Matt Mugerauer, Mayor of Oshkosh, do hereby attest my full support proclaiming September 23 – 29, 2024

NATIONAL SEE TRACKS? THINK TRAIN® WEEK

in Oshkosh and I encourage all citizens to recognize the importance of rail safety education.

DATED: August 14, 2024



Matt Mugerauer, Mayor
City of Oshkosh, Wisconsin



SUBJECT: Introduction/Presentation by GovHR Regarding City Manager Recruitment

DATE: August 14, 2024



TO: Honorable Mayor and Members of the Common Council
FROM: Kelly Nieforth, Director of Community Development
DATE: August 14, 2024
SUBJECT: Presentation on Tax Incremental District No. 44 Northwest Oshkosh Expansion Area

Attachments

Presentation on TID No. 44 Northwest Expansion Area

Tax Incremental District #44

Northwest Oshkosh Expansion Area

What is Being Proposed?

City's First Mixed Use TID

- Goal: To encourage the development of commercial, industrial and housing in the City
- 392 acres located in the northwestern portion of the City
- Municipal infrastructure improvements are needed to allow for full development

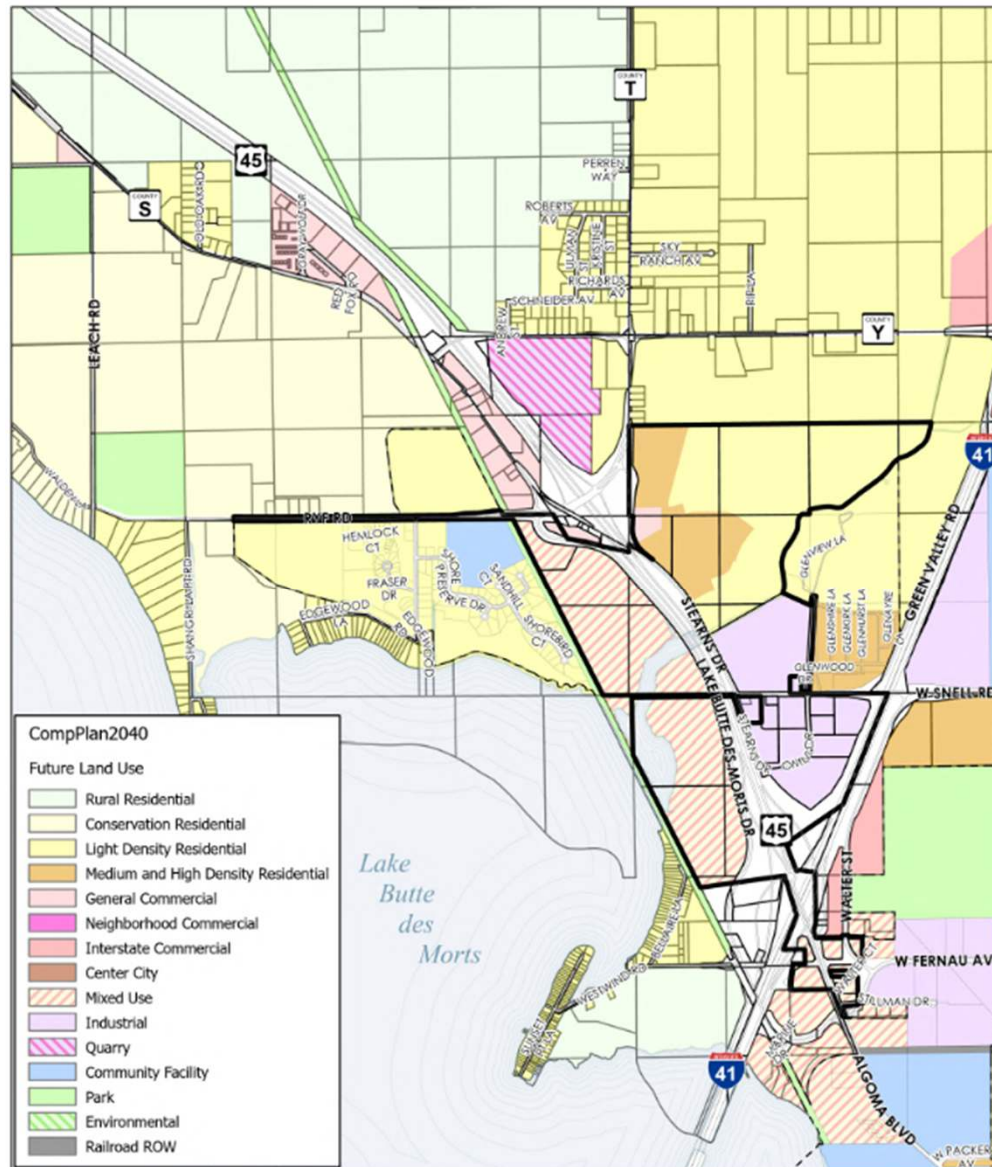


TID Requirements

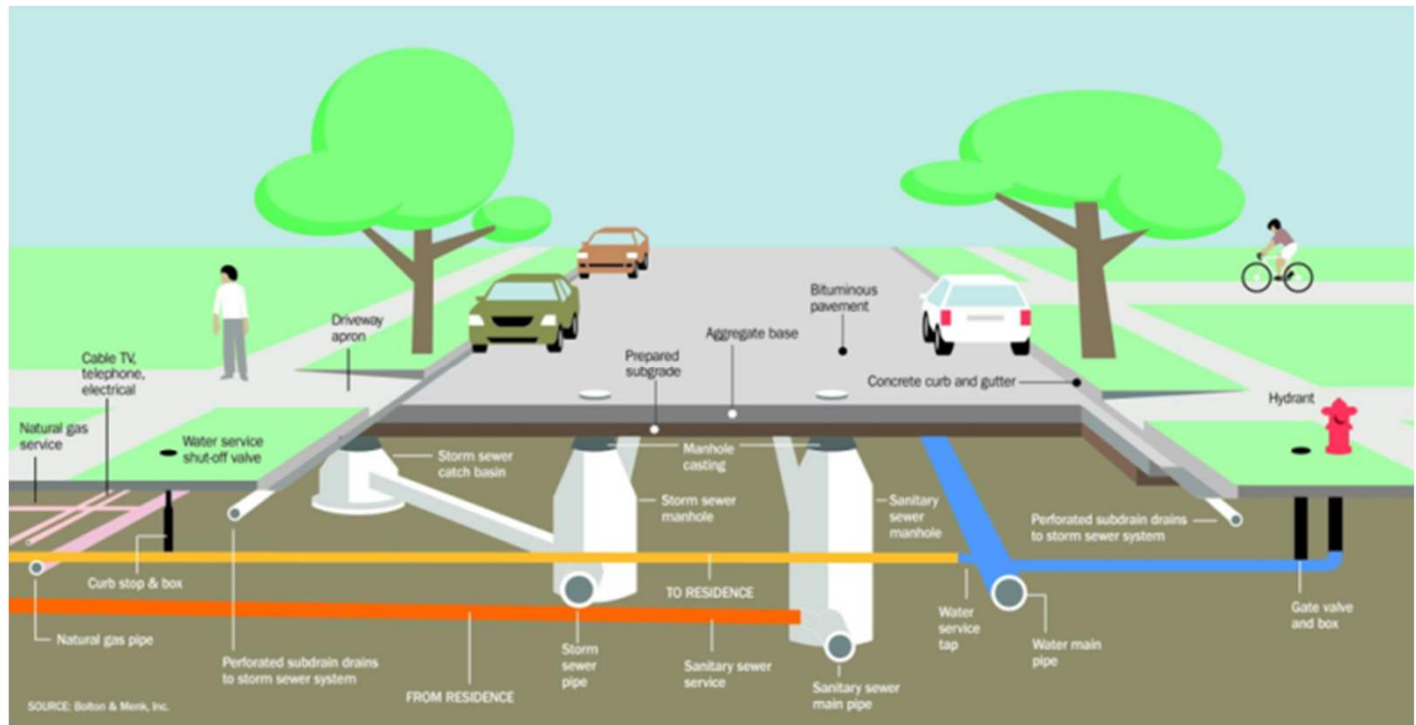
Mixed Use TID Requirements

- 50% of the land within a Mixed Use TID's must suitable for combination of industrial, commercial & residential uses
- Maximum 35% of the TID area may be newly platted residential
- Maximum life is 20 years
- Currently there are 513 Mixed Use TIDs in Wisconsin (approx. 35% of all TIDs in Wisconsin)

Why TIF?

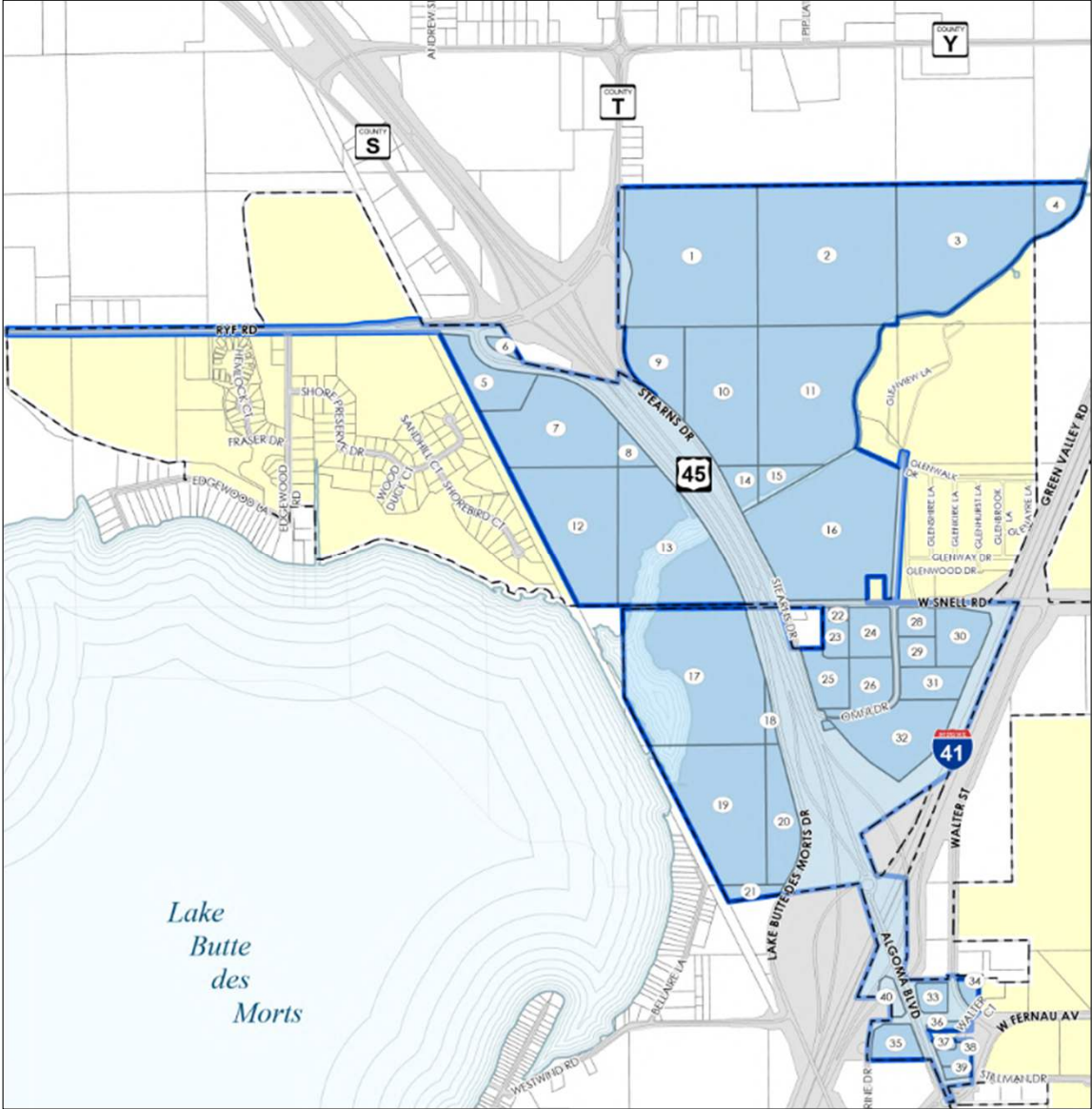


- Municipal utility infrastructure improvements are required to create a “backbone” to offer safe and reliable utility service for housing, industrial and commercial development in northwest portion of the city

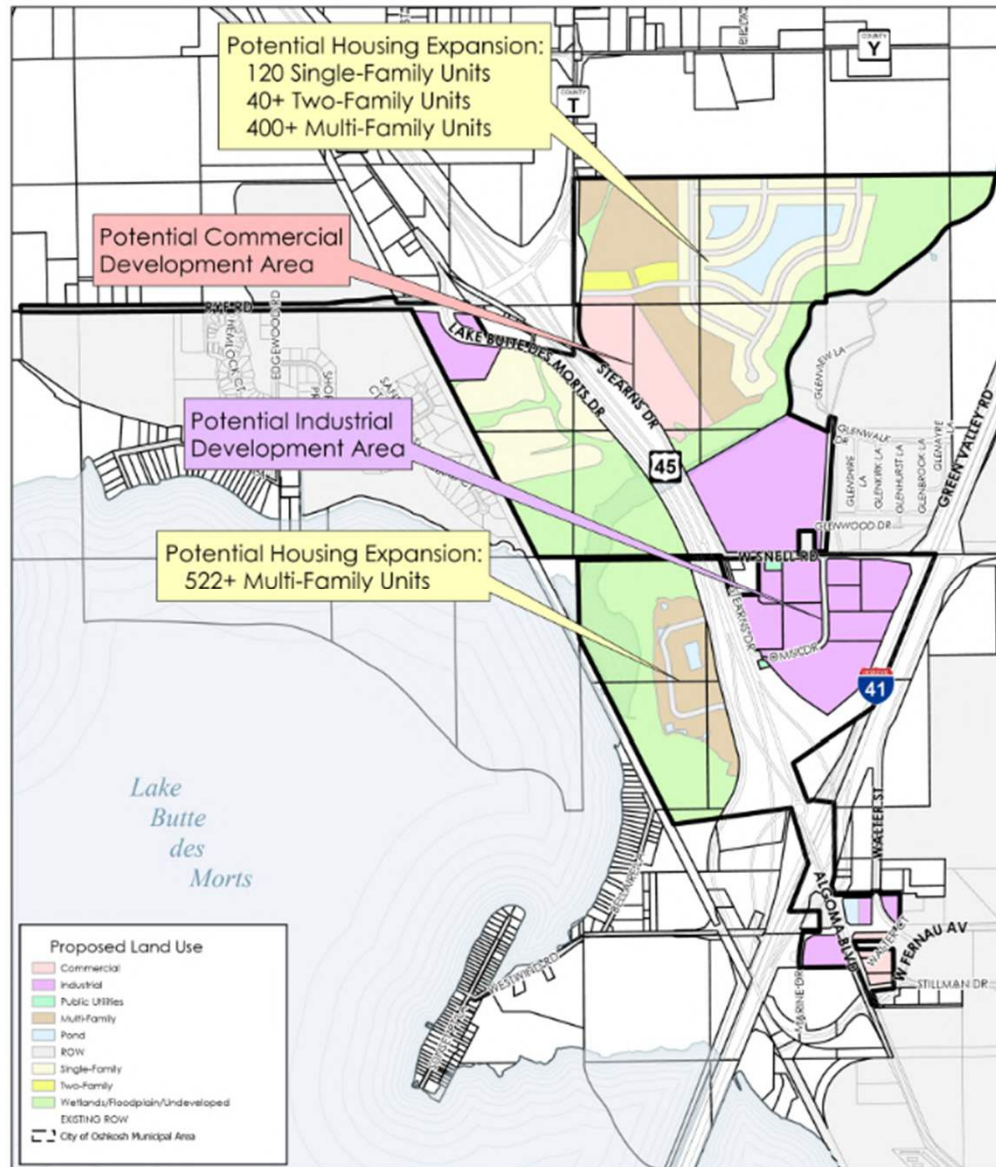


Why TIF?

Proposed TID Boundaries



Potential Projects That Would Need Utilities



What Value
Will the TID
Bring?

Potential Project Value in TID

City of Oshkosh, Wisconsin

Tax Increment District No. 44

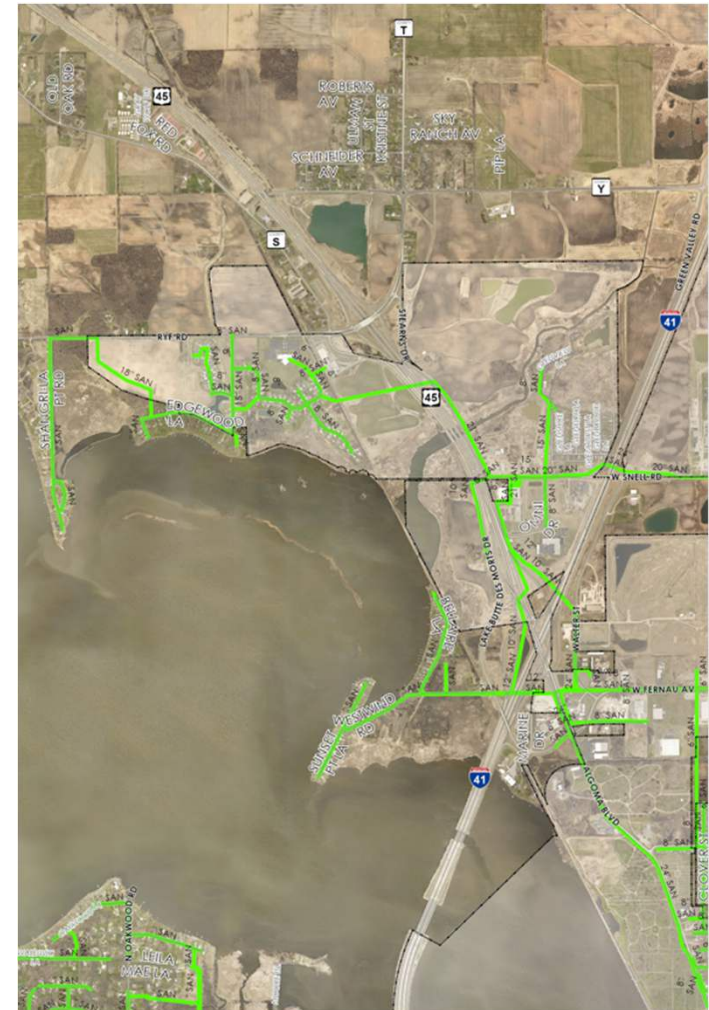
Development Assumptions

Construction Year	Butte des Morts Apts. Total Value	Future Commercial Total Value	Future Industrial Total Value	Future Residential Total Value	Annual Total	Construction Year
1 2024	4,043,756				4,043,756	2024 1
2 2025	11,041,176				11,041,176	2025 2
3 2026	12,904,747			7,000,000	19,904,747	2026 3
4 2027	12,541,373			7,000,000	19,541,373	2027 4
5 2028	10,314,427	1,500,000	1,000,000	7,000,000	19,814,427	2028 5
6 2029	7,845,253	1,500,000	1,000,000	7,000,000	17,345,253	2029 6
7 2030	8,329,742	1,500,000	1,000,000	7,000,000	17,829,742	2030 7
8 2031	7,118,535	1,500,000		7,000,000	15,618,535	2031 8
9 2032	5,907,327			7,000,000	12,907,327	2032 9
10 2033	2,953,664			7,000,000	9,953,664	2033 10
11 2034				7,000,000	7,000,000	2034 11
12 2035				7,000,000	7,000,000	2035 12
13 2036					0	2036 13
14 2037					0	2037 14
15 2038					0	2038 15
16 2039					0	2039 16
17 2040					0	2040 17
18 2041					0	2041 18
19 2042					0	2042 19
20 2043					0	2043 20
Totals	83,000,000	6,000,000	3,000,000	70,000,000	162,000,000	

What Will the TID Help With?

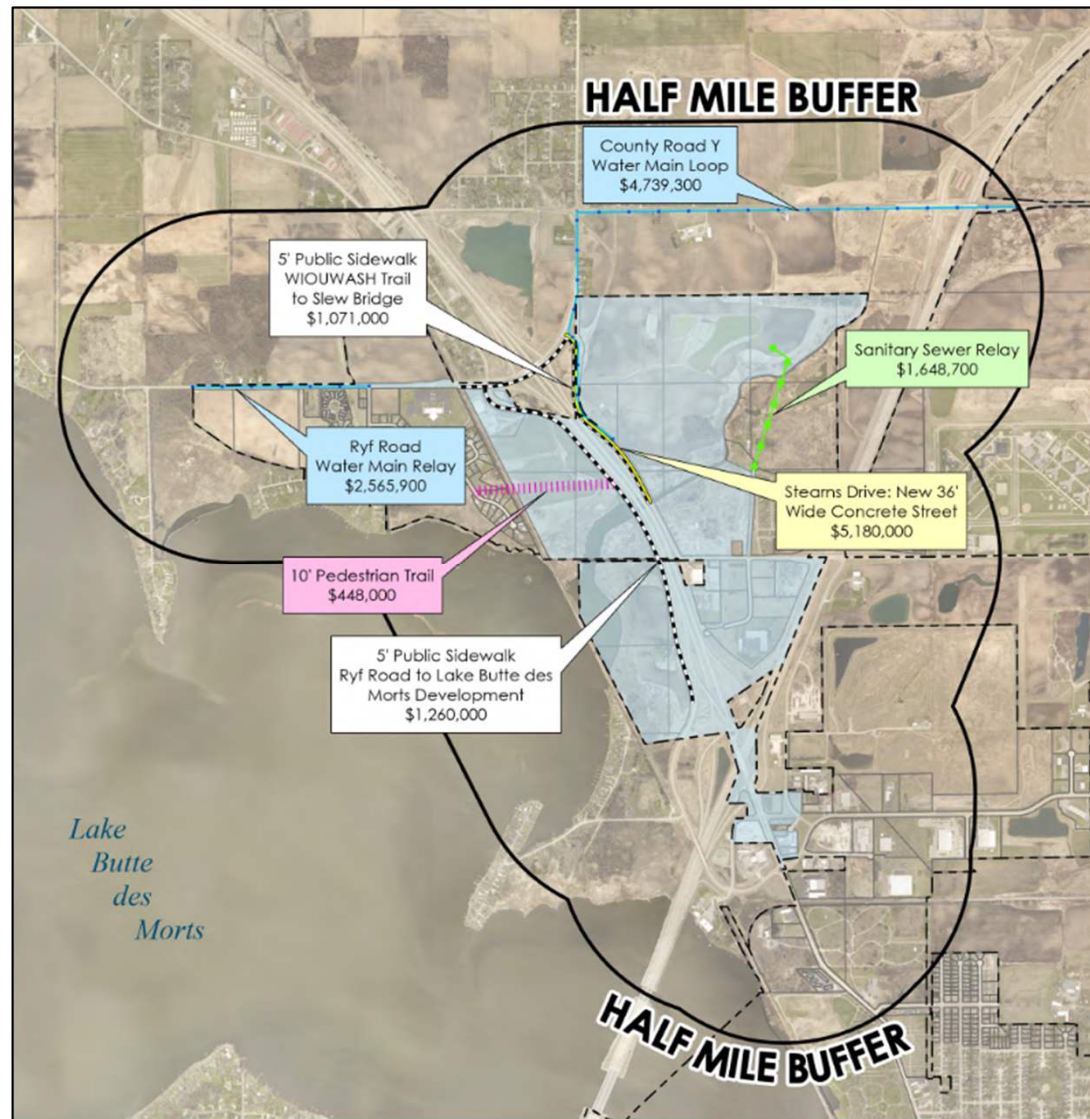


Expand Existing Water Facilities



Expand Existing Sanitary Sewer Facilities

What Will the TID Help With?



What Will the TID Help With?

Proposed TID Projects

- Up to \$44.8 million of anticipated project costs
 - \$16.90 million in critical public infrastructure
 - \$9 million in estimated interest and financing for public infrastructure expansion
 - \$314,000 in creation and administration of TID
- Full development of the district would result in a projected \$162 million of new value
- Up to \$18.6 million could be available for future development incentives if future projects can demonstrate a verifiable gap and a TIF Development Agreement is agreed upon and approved by Common Council

What Will the TID Help With?

City of Oshkosh, Wisconsin

Tax Increment District No. 44

Detailed List of Estimated Project Costs

Project ID	Project Name/Type	Est. Cost ^{1&2}			Ongoing	Totals
		Phase I (2026)	Phase II (2028)	Phase III (2030)		
1	County Road Y Water Main Loop	4,739,300				4,739,300
2	Sanitary Sewer Relay	1,648,700				1,648,700
3	Water Main Relay		2,565,900			2,565,900
4	Sterns Drive: New 36' Wide Concrete Street		5,180,000			5,180,000
5	10' Pedestrian Trail			448,000		448,000
6	5' Public Sidewalk WIOUWASH Trail to Slew Bridge			1,071,000		1,071,000
7	5' Public Sidewalk Ryf Road to Lake Butte des Morts Development			1,260,000		1,260,000
8	Development Incentives				18,576,844	18,576,844
9	Interest on Long Term Debt	3,700,225	3,852,225	1,148,850		8,701,300
10	Financing Costs	127,760	154,918	55,580		338,258
11	Ongoing Planning & Administrative Costs				313,704	313,704
Total Projects		10,215,985	11,753,043	3,983,430	18,890,548	44,843,006

Notes:

¹Cost estimates for public improvements provided by City engineering department on 6-21-2024.

²Estimates for development incentives, interest on long term debt, financing costs and planning & administrative costs developed by Ehlers.

Next Steps

- Common Council consideration of TID 44's boundary and Project Plan on August 27, 2024
- Joint Review Board consideration of TID 44's boundary and Project Plan on September 5, 2024
- City will submit the approved Project Plan to the Wisconsin Department of Revenue for certification after September 5, 2024



TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Director of Finance
DATE: August 14, 2024
SUBJECT: Report of Bills

Background

The items below are being presented for approval by the Oshkosh Common Council. These items have been properly audited and certified by the City Comptroller and are herewith submitted for your allowance in the amount of \$7,218,099.12

Bills paid July 19, July 26 and August 2, 2024	\$5,885,608.27
Payroll paid August 2, 2024	\$1,332,490.85

Attachments

07192024 Check run
07262024 Checkrun
08022024 Checkrun

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
11172	07/19/2024	ADVANCED ASBESTOS REMOVAL INC	6,845.00
11173	07/19/2024	ADVANTAGE POLICE SUPPLY INC	344.50
11174	07/19/2024	AECOM INC	23,590.25
11175	07/19/2024	AURORA HEALTH CARE	4,297.50
11176	07/19/2024	AVI-SPL LLC	2,130.00
11177	07/19/2024	BROOKS TRACTOR INC	63,822.34
11178	07/19/2024	CASEY M CANADY	67.67
11179	07/19/2024	CENTER FOR INTERNET SECURITY INC	459.14
11180	07/19/2024	CHEMTRADE CHEMICALS US LLC	4,240.18
11181	07/19/2024	CINTAS CORPORATION NO 2	650.51
11182	07/19/2024	COMMUNICATIONS ENGINEERING CO	2,705.00
11183	07/19/2024	CONSTELLATION ENERGY SERVICES	2,058.20
11184	07/19/2024	CONVERGENT CLAIMS SERVICES, LLC	138,840.92
11185	07/19/2024	CORE AND MAIN LP	317,115.00
11186	07/19/2024	DFI SOLUTIONS IN PRINT INC	6,067.36
11187	07/19/2024	DORNER INC	322,295.67
11188	07/19/2024	ELDORADO TRAILER SALES LLC	17,910.00
11189	07/19/2024	ENERGENECS INC	1,755.00
11190	07/19/2024	ENVISIONINK PRINTING SOLUTIONS INC	392.00
11191	07/19/2024	FERGUSON WATERWORKS #1476	2,797.50
11192	07/19/2024	FRANK'S RADIO SERVICE INC	2,319.58
11193	07/19/2024	GALLAGHER BENEFIT SERVICES INC	6,000.00
11194	07/19/2024	GREATER OSHKOSH ECONOMIC DEVELOPMENT CORPORATION	6,591.70
11195	07/19/2024	HOLIDAY WHOLESAL	3,333.09
11196	07/19/2024	J F AHERN CO	575.00
11198	07/19/2024	JIM FISCHER INC	133,843.49
11199	07/19/2024	JOHN ZARATE	51.75
11200	07/19/2024	JUSTIFACTS CVS INC	1,234.26
11201	07/19/2024	LEE BEVERAGE	1,648.25
11202	07/19/2024	MCC INC	9,194.06
11203	07/19/2024	MONROE TRUCK EQUIPMENT	764.70
11204	07/19/2024	NORTHERN LAKE SERVICE INC	807.16
11205	07/19/2024	PLYMOUTH LUBRICANTS	1,963.04
11206	07/19/2024	EHEALTH SCREENINGS	1,746.36
11207	07/19/2024	PSYCHOLOGIE CLINIQUE SC	1,220.00
11208	07/19/2024	PVS TECHNOLOGIES INC	8,067.60
11209	07/19/2024	QUALITY TRUCK CARE CENTER INC	200.86
11210	07/19/2024	SECURIAN FINANCIAL GROUP INC	22,533.42
11211	07/19/2024	SHERWIN INDUSTRIES INC	70,538.00
11212	07/19/2024	SHI INTERNATIONAL CORP	1,857.57
11213	07/19/2024	SHORT ELLIOTT HENDRICKSON INC	20,743.39
11214	07/19/2024	STORM COMPANIES INC	5,315.00
11215	07/19/2024	TAPCO INC	4,533.23
11217	07/19/2024	VALLEY VNA HEALTH SYSTEMS INC	1,979.15
11218	07/19/2024	VANGUARD COMPUTERS INC	937.00
11219	07/19/2024	WI PUBLIC SERVICE CORP	153,733.11

11220	07/19/2024 WINNEBAGO COUNTY TREASURER	6,751.67
11221	07/19/2024 POWER WASH STORE MILWAUKEE	8,995.00
5002179	07/19/2024 JIM COLLINS	70.00
5002180	07/19/2024 TRALIAN OPERATING LLC	5,850.00
5002181	07/19/2024 1 N MAIN LLC	60.00
5002182	07/19/2024 ALEXANDER CHEMICAL CORPORATION	30,879.52
5002183	07/19/2024 AMERICAN CONSERVATION & BILLING SOLUTIONS INC	4,161.00
5002184	07/19/2024 ANNA CANNIZZO	353.77
5002185	07/19/2024 AT & T	421.93
5002186	07/19/2024 BAY TITLE & ABSTRACT	87.19
5002187	07/19/2024 BERGLUND CONSTRUCTION COMPANY	66,690.00
5002188	07/19/2024 BIRDSEYE DAIRY INC	1,300.70
5002189	07/19/2024 BLACK-HAAK HEATING INC	70.00
5002190	07/19/2024 BOUND TREE MEDICAL LLC	1,467.94
5002191	07/19/2024 CARL BOWERS AND SONS CONSTRUCTION COMPANY INC	50,868.53
5002192	07/19/2024 BRANDON C NIELSEN	28.81
5002193	07/19/2024 BRITTNEY MEYER	27.47
5002194	07/19/2024 D AND K RENTALS	150.00
5002195	07/19/2024 DUNCAN SOLUTIONS LLC	5,655.25
5002196	07/19/2024 EMILY K ROCK	333.43
5002197	07/19/2024 EMSAR INC	544.50
5002198	07/19/2024 ENGBERG ANDERSON INC	33,176.25
5002199	07/19/2024 ENRIQUE ORTEGA	102.51
5002200	07/19/2024 FOX VALLEY IRON METAL AND AUTO SALVAGE INC	80.00
5002201	07/19/2024 GALLS LLC	148.66
5002202	07/19/2024 GANNETT WISCONSIN LOCALIQ	5,337.12
5002203	07/19/2024 GOVERNMENT FINANCE OFFICERS ASSN	150.00
5002204	07/19/2024 GUARANTY TITLE SERVICES INC	71.46
5002205	07/19/2024 GUARANTY TITLE SERVICES INC	7,500.00
5002206	07/19/2024 H & P RENTALS LLC	72.84
5002207	07/19/2024 HENRY SCHEIN INC	1,561.76
5002208	07/19/2024 JOE'S POWER CENTER INC	815.98
5002209	07/19/2024 KASCHAK ROOFING INC	178,110.00
5002210	07/19/2024 LINJER ERIC	48.88
5002211	07/19/2024 MCKAY NURSERY HOLDING COMPANY INC	5,033.05
5002212	07/19/2024 MICHAEL E BLANK	60.97
5002213	07/19/2024 MIDWEST REALTY MANAGEMENT INC	47.63
5002214	07/19/2024 MUNICIPAL EMERGENCY SERVICES INC	17,641.35
5002215	07/19/2024 ABSOLUTE SOFTWARE INC	7,826.15
5002216	07/19/2024 NEW TITLE SERVICES INC	26.48
5002217	07/19/2024 NORTHERN TELEPHONE & DATA CORP	195.50
5002218	07/19/2024 AUTUMN ANDERSON-BERGER	105.00
5002219	07/19/2024 CHELSEA KOHLHOFF DBA SKIER'S OUTLET	150.00
5002220	07/19/2024 NANCY MATHER	52.50
5002221	07/19/2024 OREGON APARTMENTS	26.16
5002222	07/19/2024 OSHKOSH AREA COMMUNITY FOUNDATION	352.80
5002223	07/19/2024 CITY OF OSHKOSH	163.50

5002224	07/19/2024 PARK 'N PRINT INC	1,572.95
5002225	07/19/2024 PEPSI COLA GENERAL BOTTLNG INC	1,423.28
5002226	07/19/2024 PERSONNEL EVALUATION INC	50.00
5002227	07/19/2024 RIESTERER & SCHNELL INC	865.63
5002228	07/19/2024 SC SUPPLY COMPANY LLC	1,797.22
5002229	07/19/2024 SCHMITT TITLE LLC	93.43
5002230	07/19/2024 SEW DIVINE	80.00
5002231	07/19/2024 THE TRANSIT AND PARATRANSIT COMPANY	5,425.00
5002232	07/19/2024 TEREX USA LLC	2,481.06
5002233	07/19/2024 THE HOME DEPOT PRO	479.58
5002234	07/19/2024 THE HOME DEPOT PRO	55.88
5002235	07/19/2024 VC3 INC	6,316.00
5002236	07/19/2024 TRILLIUM SOLUTIONS INC	6,300.00
5002237	07/19/2024 UNITED MAILING SERVICE INC	5,757.38
5002238	07/19/2024 UNITED PARCEL SERVICE	82.28
5002239	07/19/2024 VERIZON SECURITY SUBPOENA COMPLIANCE	100.00
5002240	07/19/2024 WALLY SCHMID EXCAVATING INC	14,600.00
5002241	07/19/2024 WHEEL AND SPROCKET INC	264.96
		<u>1,871,482.42</u>

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
11236	07/26/2024	AIRGAS USA LLC	6,542.41
11237	07/26/2024	AQUATIC INFORMATICS INC	2,046.00
11238	07/26/2024	AURORA HEALTH CARE	304.00
11239	07/26/2024	BAYCOM INC	1,045.00
11240	07/26/2024	CHEMTRADE CHEMICALS US LLC	12,652.64
11241	07/26/2024	CINTAS CORPORATION NO 2	601.65
11242	07/26/2024	EMMONS BUSINESS INTERIORS	13,823.78
11243	07/26/2024	ENERGENECS INC	2,405.24
11244	07/26/2024	ENVIROTECH EQUIPMENT	3,870.98
11246	07/26/2024	FACILITY ENGINEERING INC	4,691.25
11247	07/26/2024	FIRE APPARATUS & EQUIPMENT INC	98.96
11248	07/26/2024	GARROW OIL CORP	65,234.92
11249	07/26/2024	HOLIDAY WHOLESALE	5,694.87
11250	07/26/2024	K AND C PEST CONTROL LLC	170.00
11251	07/26/2024	KEMIRA WATER SOLUTIONS INC	10,698.53
11252	07/26/2024	KWIK TRIP INC	1,286.67
11253	07/26/2024	MARK A ROHLOFF	10.00
11254	07/26/2024	MCC INC	7,487.88
11255	07/26/2024	MSA PROFESSIONAL SERVICES INC	2,822.00
11256	07/26/2024	NORTHERN LAKE SERVICE INC	1,592.19
11257	07/26/2024	OSHKOSH CONVENTION AND VISITORS BUREAU INC	7,568.91
11258	07/26/2024	POLYDYNE INC	19,090.00
11259	07/26/2024	EHEALTH SCREENINGS	22,159.55
11260	07/26/2024	TAPCO INC	915.23
11261	07/26/2024	TYLER TECHNOLOGIES INC	10,262.50
11262	07/26/2024	VANGUARD COMPUTERS INC	2,143.54
11263	07/26/2024	WI PUBLIC SERVICE CORP	12,990.37
11264	07/26/2024	WINNEBAGO COUNTY TREASURER	330.00
11265	07/26/2024	ZOLL MEDICAL CORPORATION	197.36
5002259	07/26/2024	EVAN PETRIE	47.57
5002260	07/26/2024	ALEXANDER CHEMICAL CORPORATION	32,899.76
5002261	07/26/2024	ALLTECH NATIONAL TITLE	37.42
5002262	07/26/2024	ALPHA DELTA I LLC	39.34
5002263	07/26/2024	ASSURANCE TITLE SERVICES INC	128.83
5002264	07/26/2024	BETH OSOWSKI	247.50
5002265	07/26/2024	BIRDSEYE DAIRY INC	838.48
5002266	07/26/2024	BOUND TREE MEDICAL LLC	327.50
5002267	07/26/2024	CARDINAL CONSTRUCTION CO INC	82,931.75
5002268	07/26/2024	CHEE VANG	50.40
5002269	07/26/2024	CITY OF GREEN BAY	225.00
5002270	07/26/2024	1000 ISLANDS ENVIRONMENTAL CENTER	95.29
5002271	07/26/2024	COMMON SCHOOL FUND	8,147.50
5002272	07/26/2024	DEVIN HEINZ	210.00
5002273	07/26/2024	DIGGERS HOTLINE INC	6,284.45
5002274	07/26/2024	JASON TRACY	61.38
5002275	07/26/2024	FOX VALLEY MEP INC	2,000.00

5002276	07/26/2024 FOX VALLEY TECH COLLEGE	3,536.00
5002277	07/26/2024 GANNETT WISCONSIN LOCALIQ	54.65
5002278	07/26/2024 GARTMAN MECHANICAL SERVICES	3,143.70
5002279	07/26/2024 GERLACH INVESTIGATIONS LLC	67.42
5002280	07/26/2024 GUSTAFSON CHRISTOPHER	32.09
5002281	07/26/2024 HEARTLAND BUSINESS SYSTEMS	117,047.00
5002282	07/26/2024 HENRY SCHEIN INC	113.40
5002283	07/26/2024 JOHN WILEY AND SONS INC	5,000.00
5002284	07/26/2024 KAPPELMAN GARY	58.69
5002285	07/26/2024 KENNETH J SZWEDA	900.00
5002286	07/26/2024 LYDIA LANG	1,700.00
5002287	07/26/2024 MANITOWISH RIVER PRESS	147.00
5002288	07/26/2024 MICHAEL FORD	82.50
5002289	07/26/2024 NAVIGATE WELLNESS LLC	1,701.54
5002290	07/26/2024 NET TRANSCRIPTS INC	62.40
5002291	07/26/2024 KATHY KIRALY	46.00
5002292	07/26/2024 SKYLER MILLER	13.00
5002293	07/26/2024 OSHKOSH AREA SCHOOL DISTRICT	48,565.12
5002294	07/26/2024 CITY OF OSHKOSH UTILITIES	63.89
5002295	07/26/2024 PANSKE ENTERPRISES LLC	547.00
5002296	07/26/2024 PAUL SCHMIDT	247.50
5002297	07/26/2024 PEPSI COLA GENERAL BOTTLNG INC	647.82
5002298	07/26/2024 PROACTIVE TITLE SOLUTIONS LLC	14.72
5002299	07/26/2024 REALTY GROUP ONE	42.47
5002300	07/26/2024 SARAH DANAHY	195.00
5002301	07/26/2024 SCHMITT TITLE LLC	66.63
5002302	07/26/2024 STAR PROPERTIES OF OSHKOSH LLC	96.85
5002303	07/26/2024 STEVE CUMMINGS	210.00
5002304	07/26/2024 STEVEN J SCHAUZ	59.91
5002305	07/26/2024 THE GRAND OSHKOSH INC	400.00
5002306	07/26/2024 THOMAS WERBLOW	247.50
5002307	07/26/2024 TITAN PROPERTY MANAGEMENT LLC	283.33
5002308	07/26/2024 TOTAL SECURITY AND SAFETY INC	100.00
5002309	07/26/2024 TOVAR CONSTRUCTION LLC	14,500.00
5002310	07/26/2024 TRIATIK TREE SERVICE LLC	2,200.00
5002311	07/26/2024 TRUGREEN PROCESSING CENTER	232.04
5002312	07/26/2024 UNITED PARCEL SERVICE	178.23
5002313	07/26/2024 US BANK TRUST	1,500.00
5002314	07/26/2024 DELLORA A VOGT	69.75
5002315	07/26/2024 WHEEL AND SPROCKET INC	2,399.94
5002316	07/26/2024 WISCONSIN CENTRAL	528.48
5002317	07/26/2024 WINNEBAGO COUNTY TREASURER	17,719.00
5002318	07/26/2024 WOLF AND SONS PLUMBING LLC	3,948.00
5002319	07/26/2024 WOLVERINE FIREWORKS DISPLAY	20,000.00
5002320	07/26/2024 WRIGHT WEBER MANAGEMENT LLC	50.21
5002321	07/26/2024 WRS PROPERTY MANAGEMENT LLC	156.39

602,283.77

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
11266	08/02/2024	ADVANTAGE POLICE SUPPLY INC	5,495.00
11267	08/02/2024	AECOM INC	13,496.25
11268	08/02/2024	BADGER LAB & ENGINEERNG CO INC	567.50
11269	08/02/2024	BELSON CO	2,687.20
11270	08/02/2024	BEZIO ANIMAL CONTROL	4,350.00
11271	08/02/2024	CHEMTRADE CHEMICALS US LLC	8,429.81
11272	08/02/2024	CINTAS CORPORATION NO 2	398.13
11273	08/02/2024	EMMONS BUSINESS INTERIORS	560.74
11274	08/02/2024	ENVISIONINK PRINTING SOLUTIONS INC	985.00
11275	08/02/2024	EWALD MOTORS OF OCONOMOWOC LLC	46,226.00
11276	08/02/2024	FERGUSON WATERWORKS #1476	2,903.50
11277	08/02/2024	FRANK'S RADIO SERVICE INC	2,319.58
11278	08/02/2024	FREEDOM SUPPLY LLC	260.76
11279	08/02/2024	GFL ENVIRONMENTAL	189.04
11280	08/02/2024	GODFREY AND KAHN SC	15,481.34
11281	08/02/2024	HMH CORP	729.15
11282	08/02/2024	HOLIDAY WHOLESALE	1,851.86
11283	08/02/2024	JOHNSON CONTROLS US HOLDINGS LLC	604.80
11284	08/02/2024	KEMIRA WATER SOLUTIONS INC	20,291.26
11285	08/02/2024	KL ENGINEERING INC	3,244.82
11286	08/02/2024	KONE INC	35,950.00
11287	08/02/2024	MCC INC	8,098.60
11288	08/02/2024	NORTHERN LAKE SERVICE INC	740.56
11289	08/02/2024	POMP'S TIRE SERVICES INC	2,046.90
11290	08/02/2024	P T S CONTRACTORS INC	594,303.67
11291	08/02/2024	REINDERS INC	513.38
11292	08/02/2024	ROGAN'S SHOES	74.32
11294	08/02/2024	SMITHGROUP INC	800.00
11295	08/02/2024	SPEEDY CLEAN DRAIN & SEWER	28,399.15
11296	08/02/2024	STRAND ASSOCIATES INC	54,938.79
11297	08/02/2024	STRYKER SALES CORPORATION	2,655.00
11298	08/02/2024	TELVUE CORPORATION	3,135.00
11299	08/02/2024	VANGUARD COMPUTERS INC	1,619.08
11300	08/02/2024	VINTON CONSTRUCTION INC	332,778.65
11301	08/02/2024	WI PUBLIC SERVICE CORP	14,402.68
11302	08/02/2024	WISNET	9,920.00
11303	08/02/2024	WISCONSIN LIFT TRUCK CORP	160,995.00
5002322	08/02/2024	SIRCHIE ACQUISITION COMPANY LLC	11,491.62
5002323	08/02/2024	ALYSSA DECKERT	152.00
5002324	08/02/2024	ASC PUMPING EQUIPMENT INC	2,324.00
5002325	08/02/2024	ASSOCIATED BANK OF OSHKOSH	1,650.00
5002326	08/02/2024	BIRDSEYE DAIRY INC	2,711.88
5002327	08/02/2024	CARL BOWERS AND SONS CONSTRUCTION COMPANY INC	436,434.01
5002328	08/02/2024	GOOD TYME MULTIMEDIA	300.00
5002329	08/02/2024	DONOHUE & ASSOCIATES INC	7,473.33
5002330	08/02/2024	FARRELL EQUIPMENT AND SUPPLY	1,089.82

5002331	08/02/2024 FASTENAL COMPANY	484.61
5002332	08/02/2024 FIRE SAFETY USA	1,335.00
5002333	08/02/2024 FOX VALLEY MEP INC	10,800.00
5002334	08/02/2024 GALLS LLC	810.55
5002335	08/02/2024 GIZMO OSHKOSH LLC	5,089.81
5002336	08/02/2024 HENRY SCHEIN INC	810.56
5002337	08/02/2024 HYDROCLEAN EQUIPMENT INC	204.00
5002338	08/02/2024 INCHECK INC	100.00
5002339	08/02/2024 ITPIPES OPCO LLC	10,500.00
5002340	08/02/2024 JACOBSON CONTRACTING LLC	5,865.00
5002341	08/02/2024 JASON ELLIS	25.46
5002342	08/02/2024 A. KALMERTON WELDING SUPPLIES	774.59
5002343	08/02/2024 KEY CODE MEDIA INC	6,014.00
5002344	08/02/2024 KIM WALLMULLER	59.36
5002345	08/02/2024 KLINK EQUIPMENT	98.44
5002346	08/02/2024 MARIA FLETCHER	20.50
5002347	08/02/2024 MILWAUKEE RUBBER PRODUCTS	3,166.55
5002348	08/02/2024 NAPA AUTO PARTS	4,637.52
5002349	08/02/2024 NORCON CORPORATION	889,506.32
5002350	08/02/2024 HANNAH M AHRENDTS	30.00
5002351	08/02/2024 JOHN KELNHOFER	5.00
5002352	08/02/2024 OSHKOSH AREA COMMUNITY FOUNDATION	150,000.00
5002353	08/02/2024 CITY OF OSHKOSH	344.00
5002354	08/02/2024 REGISTRATION FEE TRUST	169.50
5002355	08/02/2024 ROHDE BROTHERS INC	361,303.36
5002356	08/02/2024 STANARD AND ASSOCIATES INC	2,735.00
5002357	08/02/2024 STERICYCLE INC	366.46
5002358	08/02/2024 SYSTEMS TECHNOLOGIES	32,000.00
5002359	08/02/2024 TENNANT SALES AND SERVICE COMPANY	282.58
5002360	08/02/2024 THE ICEE COMPANY	1,568.31
5002361	08/02/2024 TTK ELECTRONICS LLC	6,504.53
5002362	08/02/2024 TOVAR CONSTRUCTION LLC	11,520.00
5002363	08/02/2024 TREEO'S TREE SERVICE INC	30,000.00
5002364	08/02/2024 TRUGREEN PROCESSING CENTER	704.76
5002365	08/02/2024 UMS PRINT SOLUTIONS	517.99
5002366	08/02/2024 UNITED PARCEL SERVICE	99.03
5002367	08/02/2024 VERIZON WIRELESS	120.11
5002368	08/02/2024 VIENOLA PROPERTIES	25,000.00
5002369	08/02/2024 ZILLGES MATERIALS INC	2,200.00
		<u>3,411,842.08</u>



SUBJECT: Receipt & Filing of Minutes - Library Board, 06.27.24

DATE: August 14, 2024

Attachments

Library Board Minutes, 06.27.24

MINUTES OF THE LIBRARY BOARD
Oshkosh Public Library
June 27, 2024

The June 27, 2024, Oshkosh Public Library Board of Trustees meeting was held in the Oshkosh Public Library meeting room and called to order at 4:00 PM by President, Bill Bracken.

Present: Bill Bracken, Kim Brown, Susan Fojtik, Tony Kneepkens, Christine Melms-Simon, Lindsey Mugerauer, Barry Perlman, David Rucker and Amber Shemanski.

Absent: Larry Lautenschlager.

Also Present: Darryl Eschete, Library Director; Lisa Voss, Head of Library Development; Ruth Percey, Head of Circulation; Marcy Cannon, Winnefox Library System Business Manager; and Laura McDonald, Marketing Coordinator.

Public Comments: None

Consent Agenda Items

- Minutes of the Regular Meeting held on May 30, 2024
- June 2024 vouchers payable totaling \$289,882.98

Motion to approve the consent agenda as presented.

Motion: Fojtik; **Second:** Perlman; **Vote:** Unanimous

New Business

- A vote is needed for exceptions to the library's pay plan related to the voluntary demotion of two salaried employees discussed at the May 30, 2024 regular meeting of the Board of Trustees.

Motion to approve the exception to the pay plan as presented.

Motion: Perlman; **Second:** Shemanski; **Vote:** Unanimous

- Updates to Library Employee Handbook: Consider adopting updated wording to Library Employee Handbook regarding sick leave conversion for those approaching retirement.

Motion to approve updated wording to Section 217 of the Library Employee Handbook.

Motion: Perlman; **Second:** Mugerauer; **Vote:** Unanimous.

- Endowment Fund Requests Round 4: Consider approving \$3,000 from the Collection Improvement Fund to create a collection of approximately 60 Wonderbooks and/or Vox books.

Motion to approve use of \$3,000.00 of the Collection Improvement Fund for the purchase of Wonderbooks and/or Vox books.

Motion: Perlman; **Second:** Mugerauer; **Vote:** Unanimous.

Kim Brown arrived at this time.

Trustee Reports and Comments

Future Agenda Items

- Trustee Perlman requested to go into closed session before the next Board Meeting to discuss results of the survey by staff of the Director's performance.
- Trustee Perlman requested an item for next month's agenda to discuss the previously passed Director's moving expense reimbursement.

Adjournment

Motion to adjourn at 5:00 PM.

Motion: Perlman; **Second:** Mugerauer; **Vote:** Unanimous

Respectfully,

Darryl Eschete, Secretary
Marcy Cannon – Recorder



SUBJECT: Receipt & Filing of Claim - Ethan Newby

DATE: August 14, 2024

Attachments

Statewide

Bathke, Crystal

From: Statewide Deb Ayres <dayres@statewidesvcs.com>
Sent: Tuesday, July 23, 2024 12:09 PM
To: Bathke, Crystal
Cc: Bartlett, Diane; Lorenson, Lynn; Weber, Tashina; Greeninger, Paul D.; Praska, David J.; Rohloff, Mark; Maurer, Raymond; andy.maduscha@mcclone.com; Brian.Dandoy@mcclone.com
Subject: New Claim City of Oshkosh

EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide your username or password to anyone.

RE: Insured: City of Oshkosh
Claimant Name: Ethan Newby
Claim Number: WM000702661270
Date of Loss: 07/22/24

Statewide Services, Inc. is the third-party administrator for the League of Wisconsin Municipalities Mutual Insurance liability and auto program. We received notice of the above-referenced claim and want to assure you that we are in the process of reviewing it. This claim has been assigned to:

Doug Detlie
Casualty Claims Specialist
Phone: 608-828-5503
Fax: 800-720-3512
Email Address: ddetlie@statewidesvcs.com

Feel free to call or email the claim handler above.

Deb Ayres
Claims Division Desk Adjuster

Statewide Services, Inc
1241 John Q Hammons Drive, Ste 2
Madison, WI 53705
T: 608.828.5441
F: 877.424.9878
E: dayres@statewidesvcs.com

From: Bathke, Crystal <CBathke@oshkoshwi.gov>
Sent: Tuesday, July 23, 2024 11:42 AM
To: lwmmi Statewide Claims Reporting <StatewideClaimsReporting@statewidesvcs.com>
Cc: Bartlett, Diane <DBartlett@oshkoshwi.gov>; Lorenson, Lynn <LLorenson@oshkoshwi.gov>; Weber, Tashina <TWeber@oshkoshwi.gov>; Greeninger, Paul D. <PGreeninger@oshkoshwi.gov>; Praska, David J.



SUBJECT: Receipt & Filing of Claim - Robert Nienhaus

DATE: August 14, 2024

Attachments

Statewide

Crystal

From: Statewide Deb Ayres <dayres@statewidesvcs.com>
Sent: Friday, July 26, 2024 1:22 PM
To: Bathke, Crystal
Cc: Bartlett, Diane; Weber, Tashina; Greeninger, Paul D.; Lorensen, Lynn; Rohloff, Mark; Rabe, James E.; Sell, Cheryl; Gohde, Steven M.; Taylor, Tracy L; Collins, Jim; Weber, Jane; Bartlett, Diane; Panske, Caroline; Bartlett, Diane; andy.maduscha@mcclone.com; Brian.Dandoy@mcclone.com
Subject: New Claim City of Oshkosh

EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide your username or password to anyone.

RE: Insured: City of Oshkosh
Claimant Name: Robert Nienhaus
Claim Number: WM000702661273
Date of Loss: 03/06/24

Statewide Services, Inc. is the third-party administrator for the League of Wisconsin Municipalities Mutual Insurance liability and auto program. We received notice of the above-referenced claim and want to assure you that we are in the process of reviewing it. This claim has been assigned to:

Doug Detlie
Casualty Claims Specialist
Phone: 608-828-5503
Fax: 800-720-3512
Email Address: ddetlie@statewidesvcs.com

Feel free to call or email the claim handler above.

Deb Ayres
Claims Division Desk Adjuster

Statewide Services, Inc
1241 John Q Hammons Drive, Ste 2
Madison, WI 53705
T: 608.828.5441
F: 877.424.9878
E: dayres@statewidesvcs.com

From: Bathke, Crystal <CBathke@oshkoshwi.gov>
Sent: Friday, July 26, 2024 1:10 PM
To: lwmmi Statewide Claims Reporting <StatewideClaimsReporting@statewidesvcs.com>
Cc: Bartlett, Diane <DBartlett@oshkoshwi.gov>; Weber, Tashina <TWeber@oshkoshwi.gov>; Greeninger, Paul D.



SUBJECT: Receipt & Filing of Claim - Jacqueline Saad

DATE: August 14, 2024

Attachments

Statewide

Bathke, Crystal

From: Statewide Sarah Bourgeois <sbourgeois@statewidesvcs.com>
Sent: Monday, July 22, 2024 12:40 PM
To: Bathke, Crystal
Cc: Bartlett, Diane; Lorenson, Lynn; Greeninger, Paul D.; Rohloff, Mark; Weber, Tashina; Praska, David J.; Rabe, James E.; Taylor, Tracy L; Brian Dandoy; Andrew Maduscha; Tonya Benbo
Subject: RE: Alleged damage to vehicle - Oshkosh Claim WM000702661269

EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide your username or password to anyone.

SAAD; ALLEGED DAMAGES TO VEHICLE FROM A MANHOLE COVER.

RE: Insured: City of Oshkosh
Claimant Name: Jacqueline Saad
Claim Number: WM000702661269
Date of Loss: 5/17/2024

Statewide Services, Inc. is the third-party administrator for the League of Wisconsin Municipalities Mutual Insurance liability and auto program. We received notice of the above-referenced claim and want to assure you that we are in the process of reviewing it. This claim has been assigned to:

Deb Ayres
Claims Rep. II
Phone: 608-828-5441
Fax: 877-424-9878
Email Address: dayres@statewidesvcs.com

Feel free to call or email the claim handler above.

Thank you,

Sarah Bourgeois, AIC, AINS
Claims Division | Claims Rep. II

Statewide Services, Inc.
1241 John Q Hammons Drive, Ste 2
Madison, WI 53705
T: 608.828.5439
F: 800.854.1537
E: sbourgeois@statewidesvcs.com



TO: Honorable Mayor and Members of the Common Council
FROM: Steven M. Gohde, Assistant Director of Public Works/Utilities General Manager
DATE: August 14, 2024
SUBJECT: Res 24-445 Resolution Authorizing the Issuance and Sale of up to \$551,500 Taxable Private Lead Service Line Replacement Loan Program Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto

BACKGROUND

The Wisconsin Department of Natural Resources (WDNR) provides financial assistance for communities undertaking water system improvements through the Safe Drinking Water Loan Program (SDWLP). In 2017, the City of Oshkosh (City) received a Principal Forgiveness Loan (PFL) through the SDWLP in the amount of \$500,000 to assist residents in replacing private-side lead water service laterals. In 2018, the City also received an additional PFL through the SDWLP in the amount of \$300,000. In 2021, the City also received a third PFL through the SDWLP for \$280,000. In 2022, the City also received a fourth PFL through the SDWLP for \$382,500. These first four (4) grants have allowed the City to assist 698 property owners in replacing their private-side lead water service.

The City has applied for and is in the process of receiving additional money to assist residents in replacing private-side lead water service laterals in the amount of \$1,099,500. This year, the Federal money being provided to the WDNR to fund the portion of the SDWLP that includes assistance for private-side lead water service lateral (LSL) replacements is coming from the Bipartisan Infrastructure Legislation. This means that only a portion of the funding is in the form of a PFL (\$548,000). The remaining portion is in the form of an interest-charging loan (\$551,500). The interest rate on this loan is 0.25%.

This loan will require the issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, in the amount of \$551,500.

At the March 28, 2017 meeting, the Common Council (Council) adopted changes to Chapter 20 of the Municipal Code, which requires the complete replacement of a lead water service lateral if a repair or partial replacement occurs. A program for private-side lead water service lateral replacements was also created, which provides funding to property owners for replacing their private-side lead water service laterals in coordination with construction projects or in an emergency situation where a repair or partial replacement would have previously occurred. The funding provided through this program comes from the SDWLP.

Due to changes in the funding source and program requirements, this program will be revised. The City will be paying the LSL replacement contractors directly, instead of reimbursing property owners for their payments to these contractors. The City will be requiring participants in the program to take out loans with the City to reimburse the City for fifty percent (50%) of these costs.

ANALYSIS

Approval of these agreements will allow the City to recover costs associated with assisting the residents with the replacement of their private-side lead water service laterals. Without this program, the City could not assist residents in replacing their private-side lead water service laterals.

FISCAL IMPACT

There is no fiscal impact to the City related to this agreement. A portion of this SDWLP agreement is for a

Principal Forgiveness Loan, which means there is no repayment of this portion. The remaining portion of this loan will be covered by the repayments of the property owners' loans with the City. This loan, like last year's, requires the City must complete the public-side relay prior to applying for financial assistance.

RECOMMENDATION

I recommend approval of the resolutions authorizing the issuance and sale of up to \$551,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024 and Safe Drinking Water Loan Program Financial Assistance Agreement with the WDNR for Project No. 4874-15.

Attachments

RES 24-445

Exhibit A to Res 24-445

Financial Assistance Agreement

CARRIED

7-0

PURPOSE: RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$551,500 TAXABLE PRIVATE LEAD SERVICE LINE REPLACEMENT LOAN PROGRAM REVENUE BONDS, SERIES 2024, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Oshkosh, Winnebago County, Wisconsin (the "Municipality") has established a loan program (the "Program") pursuant to which it makes loans pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, to owners of property in the Municipality for the purpose of replacing private customer-side water service lines containing lead ("Loans"), which Program is hereby found and determined to be a revenue producing enterprise operated for a public purpose as a public utility by the Municipality within the meaning of Section 66.0621, Wisconsin Statutes; and

WHEREAS, additional funding to conduct, operate and manage the Program to finance additional Loans is necessary to meet the needs of the Municipality and the residents thereof, consisting of Loans to be made for the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4874-15 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell revenue bonds of the Municipality payable solely from the revenues of the Program, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has determined to allow such bonds to be issued on a taxable basis; and

WHEREAS, no bonds or obligations payable from the revenues of the Program are now outstanding.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- a. "Act" means Section 66.0621, Wisconsin Statutes;
- b. "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- c. "Bonds" means the \$551,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- d. "Bond Year" means the twelve-month period ending on each May 1;
- e. "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and conducting the Program, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- f. "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- g. "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- h. "Fiscal Year" means the twelve-month period ending on each December 31;
- i. "Governing Body" means the City Council, or such other body as may hereafter be the chief

legislative body of the Municipality;

- j. "Gross Earnings" means the gross earnings of the Program, including earnings of the Program derived from any payments made to the Municipality under any Loans, any fees or charges imposed by the Municipality with respect to the Program or Loans, any service agreements between the Municipality and any contract users of the Program, and any other monies received by the Program from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the Program, and any special assessments and Special Charges levied or imposed and collected in connection with the Loans or the Project (for the avoidance of doubt, "Gross Earnings" does not include revenues of the water system or utility of the Municipality except for any water system or utility revenues which may in the future be appropriated to the Program with Public Service Commission approval);
- k. "Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead;
- l. "Loans" mean loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines;
- m. "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- n. "Municipality" means the City of Oshkosh, Winnebago County, Wisconsin;
- o. "Net Revenues" means the Gross Earnings of the Program after deduction of Current Expenses;
- p. "Parity Bonds" means bonds payable from the revenues of the Program other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;
- q. "Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Loans, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such loan program and including all appurtenances, contracts, leases, franchises, and other intangibles. All elements of the Program are to be owned and operated by the Municipality as part of the Program as described in the preamble hereto;
- r. "Project" means the Project described in the preamble to this Resolution;
- s. "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;
- t. "Service Line" means the water service piping from the corporation stop of the municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property; and
- u. "Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8), Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Loans.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of providing funding for the Program to make Loans to pay the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the Program up to the sum of \$551,500; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made

by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement. The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the City Manager and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the Program pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the Program, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the Program are hereby created and established which shall be used solely for the following respective purposes:

- a. Private LSL Replacement Loan Program Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the Program, which money shall then be divided among the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- b. Private LSL Replacement Loan Program Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- c. Private LSL Replacement Loan Program Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- d. Private LSL Replacement Loan Program Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the Program.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the Program shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- a. to the Debt Service Fund, until the amount on deposit therein is equal to the amount needed to pay the remaining installments of interest and principal coming due on the Bonds and any Parity Bonds then outstanding during such Fiscal Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;
- b. to the Operation and Maintenance Fund, until the amount on deposit therein is equal to the remaining estimated Current Expenses for such Fiscal Year (after giving effect to available amounts in said Fund from prior deposits); and
- c. to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Private LSL Replacement Loan Program SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. In recognition of and consideration for the public health benefit rendered to the Municipality by the Program by financing the elimination of lead from the public drinking water supply for public purposes, the Municipality agrees that it shall be charged and shall make payments to the Program in monthly installments as the service and benefit accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the Program; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The amount of the charge and payment for the service and benefit provided to the Municipality in each year shall be equal to an amount which, together with other revenues of the Program, will produce in each Fiscal Year Net Revenues equivalent to not less than 100% of the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the Program then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the service and benefit rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of Program; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform

all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the Program may be issued in such manner as to enjoy priority over the Bonds or with a lien and pledge that is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

- a. Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or
- b. Additional Parity Bonds may also be issued if all of the following conditions are met:
 1. The State of Wisconsin Safe Drinking Water Loan Program has consented in writing to the issuance of such additional bonds on a parity with the Bonds.
 2. The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.
 3. The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.
 4. The proceeds of the additional bonds must be used only for the purpose of providing additional funding for the Program to make Loans, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$551,500 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Private LSL Replacement Loan Program SDWLP Project Fund." The Private LSL Replacement Loan Program SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Private LSL Replacement Loan Program SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the Program or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the

dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to establish and collect charges and other revenues fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 17. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: August 14, 2024
Approved: August 14, 2024

Matt Mugerauer
Mayor/Council President

Attest:

Diane Bartlett
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WINNEBAGO COUNTY
CITY OF OSHKOSH

REGISTERED
\$ _____

TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM
REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2036

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Oshkosh, Winnebago County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except as set forth in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing funding for the Private Lead Service Line ("LSL") Replacement Loan Program of the Municipality (the "Program") to make loans to owners of property within the Municipality for the purpose of replacing private customer-side water service lines containing lead, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 14, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$551,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Program. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of the Program has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF OSHKOSH,
WISCONSIN

(SEAL)

By: _____
Mark Rohloff
City Manager

By: _____
Diane Bartlett
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

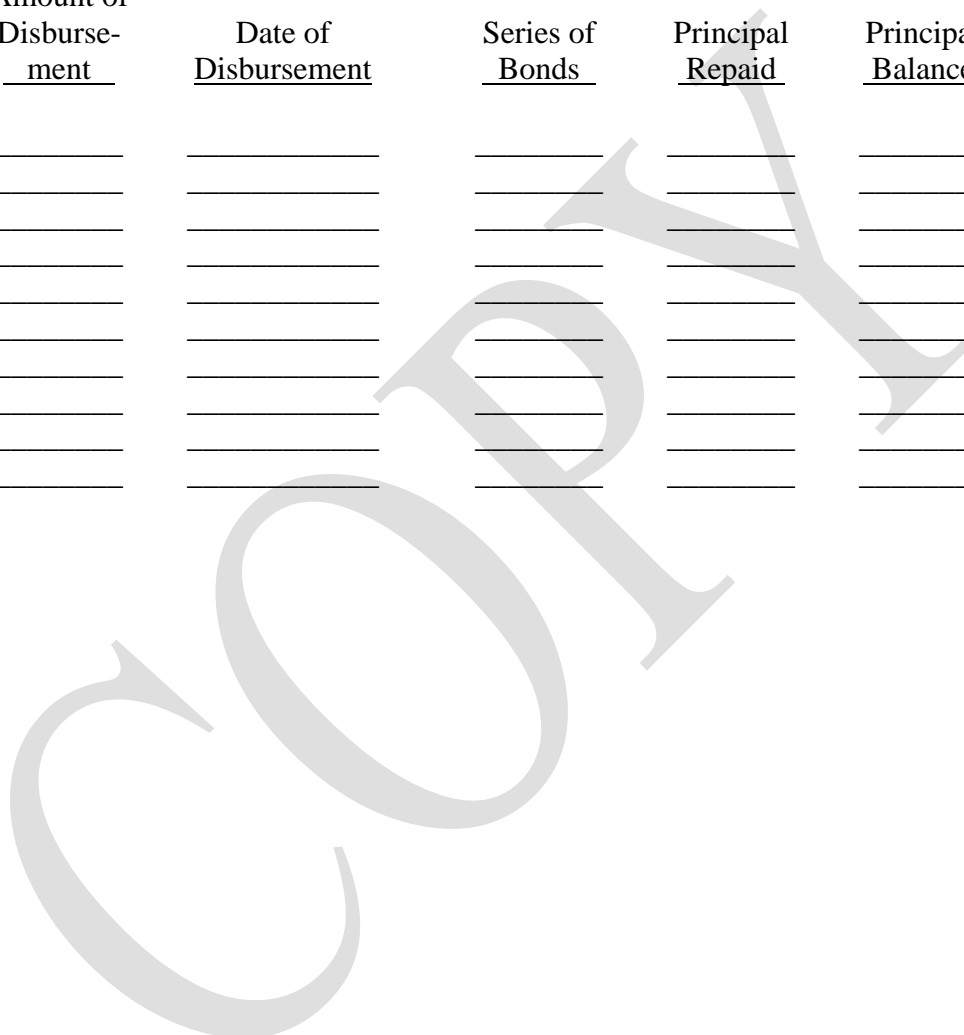
Signature(s) guaranteed by

SCHEDULE A

\$551,500

CITY OF OSHKOSH, WISCONSIN
TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE
BONDS, SERIES 2024

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$54,532.40
May 1, 2028	54,668.73
May 1, 2029	54,805.41
May 1, 2030	54,942.42
May 1, 2031	55,079.78
May 1, 2032	55,217.47
May 1, 2033	55,355.52
May 1, 2034	55,493.91
May 1, 2035	55,632.64
May 1, 2036	55,771.72

COPY

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

RECEIVED
AUG - 8 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 05/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF OSHKOSH

\$1,099,500 With up to \$548,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 28, 2024

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 70266
Safe Drinking Water Loan Program Project No. 4874-15

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 28, 2024, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Oshkosh, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it meets the requirements for the dedicated source of revenue established for repayment of the Municipal Obligations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Oshkosh, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$548,000.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4874-15 by DNR, described in the Project Manager Summary Page (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Property Owner Loan Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Property Owner Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Property Owner Loans, including all improvements and extensions thereto made by the Municipality while any of the Municipal Obligations and Parity Obligations remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Property Owner Loan Program and including all appurtenances, contracts, leases, franchises, and other intangibles.

"Property Owner Loans" means loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines.

"Regulations" means the Act; chs. NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats., as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8) Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Property Owner Loans.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2026.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) Reserved
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2024 state fiscal year.

(h) The SDWLP is granting a variance to s. NR 166.07(1)(q), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (gg) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$551,500 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit C. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(t) The Municipality has established repayment requirements for Property Owner Loans to be made under the Property Owner Loan Program that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) Reserved.

(x) If a municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect Property Owner Loan repayments from the operation of the Municipality's Property Owner Loan Program.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$1,099,500 with Principal Forgiveness of \$548,000 for payment of Project Costs.

(dd) The Municipality acknowledges that if it makes a Property Owner Loan and the Property Owner Loan is not repaid, the Municipality shall not recoup the unpaid Property Owner Loan amount from water utility ratepayer funds without the approval of the Wisconsin Public Service Commission under s. 196.372, Wis. Stats.

(ee) The Municipality represents that an ordinance has been adopted that requires each owner of a property that is serviced by a private Lead Service Line to replace that private Lead Service Line in accordance with s. 66.0627(8)(ag)2., Wis. Stats.

(ff) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(gg) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$551,500. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$548,000; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp> [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on August 28, 2024. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twelve (12) years from the date of this FAA and shall mature and be fully amortized not later than twelve (12) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Property Owner Loan Program, including the Special Charges, and the Municipality shall agree that, if revenues from the Property Owner Loan Program are insufficient to meet annual debt service requirements, the Municipality shall, in recognition of and consideration for the public health benefit rendered to the Municipality by the Property Owner Loan Program by financing the elimination of lead from the public drinking water supply, pay the Property Owner Loan Program an amount sufficient to meet annual debt service requirements as provided in and subject to the conditions set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Property Owner Loan Program then outstanding. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that excess proceeds of the collection of the Special Charges may be applied, on May 1 or November 1 annually, to prepay the Municipal Obligations as provided by the Municipal Obligation Resolution.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit E);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Property Owner Loan Program and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (3) Reserved.
- (4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.
- (5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.
- (6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

- (a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Property Owner Loan Program (which is a dedicated source of revenue); and
- (b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Property Owner Loan Program or other revenues pledged under Section 3.07(a) above, to any person other than the

SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality's Property Owner Loan Program revenue obligations.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality or the applicable private property owners shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a private Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the public portion of the Service Line also containing lead, the SDWLP shall not provide funding for the private Lead Service Line replacement until the public side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that has been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

1. property address,
2. property type (residential, school, daycare, commercial, other),
3. original Service Line material,
4. new Service Line material; and
5. Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

- (1) complete and deliver to DNR the documentation described in section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit G of this FAA.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project

as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Compliance with Law At all times during construction of the Project and operation of the Property Owner Loan Program, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.03. Property Owner Loans

(a) The Municipality agrees that every Property Owner Loan shall be made only pursuant to a written loan agreement with the benefitting property owner. Each such loan agreement shall set forth, among other things, the amount of the Property Owner Loan, the interest rate, the length of the term, and the collection of loan repayments as a special charge on the property owner's tax bill.

(b) The Municipality agrees that any application, administration, or other fee charged to Property Owner Loan applicants or recipients along with the interest rate charged on the Property Owner Loans shall be reasonable and shall not exceed the amount that is reasonably necessary to recover the Municipality's costs of operating and administering the Property Owner Loan Program. The Municipality further agrees that the interest rate charged on the Property Owner Loans shall not exceed 4%.

Section 5.04. Special Charges

(a) For every Property Owner Loan made by the Municipality, the Municipality shall collect amounts due under the Property Owner Loan as a Special Charge in accordance with Section 66.0627(8)(am), Wisconsin Statutes.

(b) The Municipality shall include each installment of every Property Owner Loan as a Special Charge against the benefitting property in the next succeeding tax roll for collection and settlement under Ch. 74 of the Wisconsin Statutes.

(c) Such Special Charges may be collected in installments over no more than ten (10) years.

(d) The Municipality shall take all steps to collect any delinquent Property Owner Loan installment payments as provided in Section 66.0627(8)(c), Wisconsin Statutes, which provides that they become a lien on the benefitted property which runs with the land, have the same priority as a special assessment lien, and may be enforced by foreclosure under Section 75.521, Wisconsin Statutes.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as

soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project and operation of the Property Owner Loan Program for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.10. Loan Repayment Covenant The Municipality hereby certifies that it shall establish loan repayments with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all amounts due under this FAA and the Municipal Obligations.

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Property Owner Loan Program; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Property Owner Loan Program, or set and collect loan repayments as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Reserved

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit C).

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in

any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution to prior year findings.

Section 5.24. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

Section 5.25. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit F of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF OSHKOSH
215 CHURCH AVENUE
PO BOX 1130
OSHKOSH WI 54903-1130

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF OSHKOSH

By: _____
Mark Rohloff
City Manager

Attest: _____
Diane Bartlett
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: Arnon M. Heitz
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: Matthew R. Marcus
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF OSHKOSH
SDWLP Project No. 4874-15

	SDWLP Total Award Amount for this Project
Construction/Equipment	1,099,500.00
Contingency	0.00
Miscellaneous Costs	0.00
SDWLP Closing Costs	0.00
TOTAL	\$1,099,500.00
Principal Forgiveness Amount (A)	\$548,000.00
Net SDW Loan Amount	\$551,500.00

A = Total Principal Forgiveness includes \$750 in General Principal Forgiveness and \$547,250 in LSL replacement Principal Forgiveness.

City of Oshkosh, Wisconsin

Exhibit B

Project # 4874-15 Lead Service Line Loan Program

Loan Closing Date:

August 28, 2024

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-24	0.00	0.250%	241.28	241.28	0.00	241.28
1-May-25	0.00	0.250%	689.38	689.38	930.66	0.00
1-Nov-25	0.00	0.250%	689.38	689.38	0.00	1,378.76
1-May-26	0.00	0.250%	689.38	689.38	1,378.76	0.00
1-Nov-26	0.00	0.250%	689.38	689.38	0.00	1,378.76
1-May-27	54,532.40	0.250%	689.38	55,221.78	55,911.16	0.00
1-Nov-27	0.00	0.250%	621.21	621.21	0.00	55,842.99
1-May-28	54,668.73	0.250%	621.21	55,289.94	55,911.15	0.00
1-Nov-28	0.00	0.250%	552.87	552.87	0.00	55,842.81
1-May-29	54,805.41	0.250%	552.87	55,358.28	55,911.15	0.00
1-Nov-29	0.00	0.250%	484.37	484.37	0.00	55,842.65
1-May-30	54,942.42	0.250%	484.37	55,426.79	55,911.16	0.00
1-Nov-30	0.00	0.250%	415.69	415.69	0.00	55,842.48
1-May-31	55,079.78	0.250%	415.69	55,495.47	55,911.16	0.00
1-Nov-31	0.00	0.250%	346.84	346.84	0.00	55,842.31
1-May-32	55,217.47	0.250%	346.84	55,564.31	55,911.15	0.00
1-Nov-32	0.00	0.250%	277.82	277.82	0.00	55,842.13
1-May-33	55,355.52	0.250%	277.82	55,633.34	55,911.16	0.00
1-Nov-33	0.00	0.250%	208.62	208.62	0.00	55,841.96
1-May-34	55,493.91	0.250%	208.62	55,702.53	55,911.15	0.00
1-Nov-34	0.00	0.250%	139.26	139.26	0.00	55,841.79
1-May-35	55,632.64	0.250%	139.26	55,771.90	55,911.16	0.00
1-Nov-35	0.00	0.250%	69.71	69.71	0.00	55,841.61
1-May-36	55,771.72	0.250%	69.71	55,841.43	55,911.14	55,841.43
Totals	551,500.00		9,920.96	561,420.96	561,420.96	561,420.96
			Net Interest Rate	0.2500%		
			Bond Years	3,968.3729		
			Average Life	7.1956		

The above schedule assumes full disbursement of the loan on the loan closing date.

29-Jul-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

CITY OF OSHKOSH
SDWLP Project No. 4874-15

1. Project Description: The Municipality estimates replacement of 650 private side lead service lines by the end of calendar year 2026 using a prequalified list of plumbers and contracts. The Municipality has an estimated 11,000 private side and 6,000 public side lead and unknown material water services that are suspected to be lead, at this time. The Municipality's Lead Service Line Replacement Program (LSLR Program) is in place to accelerate lead service line replacements (LSLRs) by providing financial assistance to City residents and property owners to offset the LSLR costs. This program relates to both the publicly and the privately owned LSLRs. The program also encompasses removal of galvanized service lines that were downstream from lead piping.

Terms of agreement between property owners and the Municipality include loan amounts up to 50% of total cost to replace not to exceed \$2,700, a \$60 filing fee to be assessed at the execution of the loan agreement, and a 2% interest rate on agreements which will not exceed 10 years in duration. Repayment will be made annually through special charge on the property tax bill. Early repayment is allowed without penalty.

Eligible replacements under this FAA consist of the replacement of the customer-owned portion of the Lead Service Line from the corporation stop or the curb stop of a municipally-owned water main or Service Line (depending on ownership structure) to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit D.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for inclusion under this FAA include:

- Private LSL replacements where the public side contains lead and has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- Any components of the utility-owned portion of the Service Line;
- Costs for engineering or administration.

3. Contingency Allowance: There is no contingency awarded on this Project.
4. DBE Good Faith Effort: A good faith effort was made by the Municipality to solicit DBEs during compilation of the pre-qualified list of plumbers and contractors. No DBEs are known to be performing work on this Project.
5. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:
 - The property is owned in the name of a business;
 - The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
 - The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
7. Environmental Review: Based on the information submitted to The Safe Drinking Water Loan Program (SDWLP) regarding activities associated with the replacement of lead service lines throughout the City of Oshkosh (4874-15), the SDWLP has determined through an Environmental Assessment that the project will result in a Categorical Exclusion(CE) , under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous project area exceeds 1 acre (Conditionally Required. Some project areas are within 300' of waterways). Endangered species guidance for Rusty Patch Bumblebee, and erosion control and invasive species control guidance, was provided. No historical or archeological conflicts were found.
8. Principal Forgiveness: This Project was awarded Principal Forgiveness of 50% up to a total of \$548,000. This principal forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.
9. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
10. Closeout Documentation: At Project Completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and
 5. Service Line Ownership (public, private, both)
11. Disbursement Requests: The first disbursement request must include all costs associated with the lead service line replacements that do not meet the Build America, Buy America requirements of Title

IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. The second disbursement request and beyond will be for costs associated with lead service line replacements that do meet the Build America, Buy America requirement.

EXHIBIT D

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR).

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

EXHIBIT E

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Oshkosh (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4874-15 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act, as applicable.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4874-15 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT F

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT G

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.].

Municipality Project Number
 City of Oshkosh 4874-15

Project Description
 BIL SFY24 LSL Program

DBE Firm	Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Contract Estimate (\$)	Enter at Project Closeout	
	Indicate DBE Type	Construction or Non-construction*	Actual Amount Paid to the DBE (\$)		Certifying Agency or List	
SAMPLE: ABC Engineering, LLC.	X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Non-construction	10,000	9,950	WisDOT	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form		Phone Number
Email Address		



TO: Honorable Mayor and Members of the Common Council
FROM: Steven M. Gohde, Assistant Director of Public Works/Utilities General Manager
DATE: August 14, 2024
SUBJECT: Res 24-446 Approve Safe Drinking Water Loan Program Financial Assistance Agreement with the Wisconsin Department of Natural Resources for Project No. 4874-15

BACKGROUND

The Wisconsin Department of Natural Resources (WDNR) provides financial assistance for communities undertaking water system improvements through the Safe Drinking Water Loan Program (SDWLP). In 2017, the City of Oshkosh (City) received a Principal Forgiveness Loan (PFL) through the SDWLP in the amount of \$500,000 to assist residents in replacing private-side lead water service laterals. In 2018, the City also received an additional PFL through the SDWLP in the amount of \$300,000. In 2021, the City also received a third PFL through the SDWLP for \$280,000. In 2022, the City also received a fourth PFL through the SDWLP for \$382,500. These first four (4) grants have allowed the City to assist 698 property owners in replacing their private-side lead water service.

The City has applied for and is in the process of receiving additional money to assist residents in replacing private-side lead water service laterals in the amount of \$1,099,500. This year, the Federal money being provided to the WDNR to fund the portion of the SDWLP that includes assistance for private-side lead water service lateral (LSL) replacements is coming from the Bipartisan Infrastructure Legislation. This means that only a portion of the funding is in the form of a PFL (\$548,000). The remaining portion is in the form of an interest-charging loan (\$551,500). The interest rate on this loan is 0.25%.

This loan will require the issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, in the amount of \$551,500.

At the March 28, 2017 meeting, the Common Council (Council) adopted changes to **Chapter 20** of the Municipal Code, which requires the complete replacement of a lead water service lateral if a repair or partial replacement occurs. A program for private-side lead water service lateral replacements was also created, which provides funding to property owners for replacing their private-side lead water service laterals in coordination with construction projects or in an emergency situation where a repair or partial replacement would have previously occurred. The funding provided through this program comes from the SDWLP.

Due to changes in the funding source and program requirements, this program will be revised. The City will be paying the LSL replacement contractors directly, instead of reimbursing property owners for their payments to these contractors. The City will be requiring participants in the program to take out loans with the City to reimburse the City for fifty percent (50%) of these costs.

ANALYSIS

Approval of these agreements will allow the City to recover costs associated with assisting the residents with the replacement of their private-side lead water service laterals. Without this program, the City could not assist residents in replacing their private-side lead water service laterals.

FISCAL IMPACT

There is no fiscal impact to the City related to this agreement. A portion of this SDWLP agreement is for a Principal Forgiveness Loan, which means there is no repayment of this portion. The remaining portion of

this loan will be covered by the repayments of the property owners' loans with the City. This loan, like last year's, requires the City must complete the public-side relay prior to applying for financial assistance.

RECOMMENDATION

I recommend approval of the resolutions authorizing the issuance and sale of up to \$551,500 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024 and Safe Drinking Water Loan Program Financial Assistance Agreement with the WDNR for Project No. 4874-15.

Attachments

RES 24-446

WDNR FAA #4874-15

08/14/2024

24-446

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE SAFE DRINKING WATER LOAN PROGRAM FINANCIAL ASSISTANCE AGREEMENT WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) FOR PROJECT NO. 4874-15

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance to assist with replacing private private-side lead water service laterals (identified as WDNR No. 4874-15, the "Project"), in the form of a loan made by the SDWLP to the Municipality, of which fifty percent (50%) of the principal of this loan will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the WDNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan in the amount of \$1,099,500 to the City of Oshkosh with principal forgiveness in an amount up to \$548,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the City Manager and City Clerk are authorized by and on behalf of the Municipality to execute the State of Wisconsin Safe Drinking Water Loan Program Lead Service Line Replacement Financial Assistance Agreement with Principal Forgiveness that contains the terms and conditions of the SDWLP award for the Project. The State of Wisconsin Safe Drinking Water Loan Program Lead Service Line Replacement Financial Assistance Agreement with Principal Forgiveness is incorporated herein by this reference.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

RECEIVED
AUG - 8 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 05/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF OSHKOSH

\$1,099,500 With up to \$548,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 28, 2024

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 70266
Safe Drinking Water Loan Program Project No. 4874-15

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 28, 2024, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Oshkosh, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it meets the requirements for the dedicated source of revenue established for repayment of the Municipal Obligations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Oshkosh, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$548,000.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4874-15 by DNR, described in the Project Manager Summary Page (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Property Owner Loan Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Property Owner Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Property Owner Loans, including all improvements and extensions thereto made by the Municipality while any of the Municipal Obligations and Parity Obligations remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Property Owner Loan Program and including all appurtenances, contracts, leases, franchises, and other intangibles.

"Property Owner Loans" means loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines.

"Regulations" means the Act; chs. NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8) Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Property Owner Loans.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2026.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) Reserved
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2024 state fiscal year.

(h) The SDWLP is granting a variance to s. NR 166.07(1)(q), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (gg) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$551,500 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit C. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(t) The Municipality has established repayment requirements for Property Owner Loans to be made under the Property Owner Loan Program that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) Reserved.

(x) If a municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect Property Owner Loan repayments from the operation of the Municipality's Property Owner Loan Program.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$1,099,500 with Principal Forgiveness of \$548,000 for payment of Project Costs.

(dd) The Municipality acknowledges that if it makes a Property Owner Loan and the Property Owner Loan is not repaid, the Municipality shall not recoup the unpaid Property Owner Loan amount from water utility ratepayer funds without the approval of the Wisconsin Public Service Commission under s. 196.372, Wis. Stats.

(ee) The Municipality represents that an ordinance has been adopted that requires each owner of a property that is serviced by a private Lead Service Line to replace that private Lead Service Line in accordance with s. 66.0627(8)(ag)2., Wis. Stats.

(ff) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(gg) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$551,500. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$548,000; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp> [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on August 28, 2024. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twelve (12) years from the date of this FAA and shall mature and be fully amortized not later than twelve (12) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Property Owner Loan Program, including the Special Charges, and the Municipality shall agree that, if revenues from the Property Owner Loan Program are insufficient to meet annual debt service requirements, the Municipality shall, in recognition of and consideration for the public health benefit rendered to the Municipality by the Property Owner Loan Program by financing the elimination of lead from the public drinking water supply, pay the Property Owner Loan Program an amount sufficient to meet annual debt service requirements as provided in and subject to the conditions set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Property Owner Loan Program then outstanding. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that excess proceeds of the collection of the Special Charges may be applied, on May 1 or November 1 annually, to prepay the Municipal Obligations as provided by the Municipal Obligation Resolution.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit E);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Property Owner Loan Program and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (3) Reserved.
- (4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.
- (5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.
- (6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

- (a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Property Owner Loan Program (which is a dedicated source of revenue); and
- (b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Property Owner Loan Program or other revenues pledged under Section 3.07(a) above, to any person other than the

SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality's Property Owner Loan Program revenue obligations.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality or the applicable private property owners shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a private Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the public portion of the Service Line also containing lead, the SDWLP shall not provide funding for the private Lead Service Line replacement until the public side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that has been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

1. property address,
2. property type (residential, school, daycare, commercial, other),
3. original Service Line material,
4. new Service Line material; and
5. Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

- (1) complete and deliver to DNR the documentation described in section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit G of this FAA.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project

as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Compliance with Law At all times during construction of the Project and operation of the Property Owner Loan Program, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.03. Property Owner Loans

(a) The Municipality agrees that every Property Owner Loan shall be made only pursuant to a written loan agreement with the benefitting property owner. Each such loan agreement shall set forth, among other things, the amount of the Property Owner Loan, the interest rate, the length of the term, and the collection of loan repayments as a special charge on the property owner's tax bill.

(b) The Municipality agrees that any application, administration, or other fee charged to Property Owner Loan applicants or recipients along with the interest rate charged on the Property Owner Loans shall be reasonable and shall not exceed the amount that is reasonably necessary to recover the Municipality's costs of operating and administering the Property Owner Loan Program. The Municipality further agrees that the interest rate charged on the Property Owner Loans shall not exceed 4%.

Section 5.04. Special Charges

(a) For every Property Owner Loan made by the Municipality, the Municipality shall collect amounts due under the Property Owner Loan as a Special Charge in accordance with Section 66.0627(8)(am), Wisconsin Statutes.

(b) The Municipality shall include each installment of every Property Owner Loan as a Special Charge against the benefitting property in the next succeeding tax roll for collection and settlement under Ch. 74 of the Wisconsin Statutes.

(c) Such Special Charges may be collected in installments over no more than ten (10) years.

(d) The Municipality shall take all steps to collect any delinquent Property Owner Loan installment payments as provided in Section 66.0627(8)(c), Wisconsin Statutes, which provides that they become a lien on the benefitted property which runs with the land, have the same priority as a special assessment lien, and may be enforced by foreclosure under Section 75.521, Wisconsin Statutes.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as

soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project and operation of the Property Owner Loan Program for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.10. Loan Repayment Covenant The Municipality hereby certifies that it shall establish loan repayments with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all amounts due under this FAA and the Municipal Obligations.

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Property Owner Loan Program; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Property Owner Loan Program, or set and collect loan repayments as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Reserved

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit C).

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in

any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution to prior year findings.

Section 5.24. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

Section 5.25. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit F of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF OSHKOSH
215 CHURCH AVENUE
PO BOX 1130
OSHKOSH WI 54903-1130

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF OSHKOSH

By: _____
Mark Rohloff
City Manager

Attest: _____
Diane Bartlett
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: Arion M. Kent
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: Matthew R. Marcus
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF OSHKOSH
SDWLP Project No. 4874-15

	SDWLP Total Award Amount for this Project
Construction/Equipment	1,099,500.00
Contingency	0.00
Miscellaneous Costs	0.00
SDWLP Closing Costs	0.00
TOTAL	\$1,099,500.00
Principal Forgiveness Amount (A)	\$548,000.00
Net SDW Loan Amount	\$551,500.00

A = Total Principal Forgiveness includes \$750 in General Principal Forgiveness and \$547,250 in LSL replacement Principal Forgiveness.

City of Oshkosh, Wisconsin

Exhibit B

Project # 4874-15 Lead Service Line Loan Program

Loan Closing Date:

August 28, 2024

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-24	0.00	0.250%	241.28	241.28	0.00	241.28
1-May-25	0.00	0.250%	689.38	689.38	930.66	0.00
1-Nov-25	0.00	0.250%	689.38	689.38	0.00	1,378.76
1-May-26	0.00	0.250%	689.38	689.38	1,378.76	0.00
1-Nov-26	0.00	0.250%	689.38	689.38	0.00	1,378.76
1-May-27	54,532.40	0.250%	689.38	55,221.78	55,911.16	0.00
1-Nov-27	0.00	0.250%	621.21	621.21	0.00	55,842.99
1-May-28	54,668.73	0.250%	621.21	55,289.94	55,911.15	0.00
1-Nov-28	0.00	0.250%	552.87	552.87	0.00	55,842.81
1-May-29	54,805.41	0.250%	552.87	55,358.28	55,911.15	0.00
1-Nov-29	0.00	0.250%	484.37	484.37	0.00	55,842.65
1-May-30	54,942.42	0.250%	484.37	55,426.79	55,911.16	0.00
1-Nov-30	0.00	0.250%	415.69	415.69	0.00	55,842.48
1-May-31	55,079.78	0.250%	415.69	55,495.47	55,911.16	0.00
1-Nov-31	0.00	0.250%	346.84	346.84	0.00	55,842.31
1-May-32	55,217.47	0.250%	346.84	55,564.31	55,911.15	0.00
1-Nov-32	0.00	0.250%	277.82	277.82	0.00	55,842.13
1-May-33	55,355.52	0.250%	277.82	55,633.34	55,911.16	0.00
1-Nov-33	0.00	0.250%	208.62	208.62	0.00	55,841.96
1-May-34	55,493.91	0.250%	208.62	55,702.53	55,911.15	0.00
1-Nov-34	0.00	0.250%	139.26	139.26	0.00	55,841.79
1-May-35	55,632.64	0.250%	139.26	55,771.90	55,911.16	0.00
1-Nov-35	0.00	0.250%	69.71	69.71	0.00	55,841.61
1-May-36	55,771.72	0.250%	69.71	55,841.43	55,911.14	55,841.43
Totals	551,500.00		9,920.96	561,420.96	561,420.96	561,420.96
			Net Interest Rate	0.2500%		
			Bond Years	3,968.3729		
			Average Life	7.1956		

The above schedule assumes full disbursement of the loan on the loan closing date.

29-Jul-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

CITY OF OSHKOSH
SDWLP Project No. 4874-15

1. Project Description: The Municipality estimates replacement of 650 private side lead service lines by the end of calendar year 2026 using a prequalified list of plumbers and contracts. The Municipality has an estimated 11,000 private side and 6,000 public side lead and unknown material water services that are suspected to be lead, at this time. The Municipality's Lead Service Line Replacement Program (LSLR Program) is in place to accelerate lead service line replacements (LSLRs) by providing financial assistance to City residents and property owners to offset the LSLR costs. This program relates to both the publicly and the privately owned LSLRs. The program also encompasses removal of galvanized service lines that were downstream from lead piping.

Terms of agreement between property owners and the Municipality include loan amounts up to 50% of total cost to replace not to exceed \$2,700, a \$60 filing fee to be assessed at the execution of the loan agreement, and a 2% interest rate on agreements which will not exceed 10 years in duration. Repayment will be made annually through special charge on the property tax bill. Early repayment is allowed without penalty.

Eligible replacements under this FAA consist of the replacement of the customer-owned portion of the Lead Service Line from the corporation stop or the curb stop of a municipally-owned water main or Service Line (depending on ownership structure) to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit D.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for inclusion under this FAA include:

- Private LSL replacements where the public side contains lead and has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- Any components of the utility-owned portion of the Service Line;
- Costs for engineering or administration.

3. Contingency Allowance: There is no contingency awarded on this Project.
4. DBE Good Faith Effort: A good faith effort was made by the Municipality to solicit DBEs during compilation of the pre-qualified list of plumbers and contractors. No DBEs are known to be performing work on this Project.
5. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:
 - The property is owned in the name of a business;
 - The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
 - The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
7. Environmental Review: Based on the information submitted to The Safe Drinking Water Loan Program (SDWLP) regarding activities associated with the replacement of lead service lines throughout the City of Oshkosh (4874-15), the SDWLP has determined through an Environmental Assessment that the project will result in a Categorical Exclusion(CE) , under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous project area exceeds 1 acre (Conditionally Required. Some project areas are within 300' of waterways). Endangered species guidance for Rusty Patch Bumblebee, and erosion control and invasive species control guidance, was provided. No historical or archeological conflicts were found.
8. Principal Forgiveness: This Project was awarded Principal Forgiveness of 50% up to a total of \$548,000. This principal forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.
9. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
10. Closeout Documentation: At Project Completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and
 5. Service Line Ownership (public, private, both)
11. Disbursement Requests: The first disbursement request must include all costs associated with the lead service line replacements that do not meet the Build America, Buy America requirements of Title

IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. The second disbursement request and beyond will be for costs associated with lead service line replacements that do meet the Build America, Buy America requirement.

EXHIBIT D

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR).

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

EXHIBIT E

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the City of Oshkosh (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4874-15 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act, as applicable.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4874-15 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT F

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT G

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.].

Municipality Project Number
 City of Oshkosh 4874-15

Project Description
 BIL SFY24 LSL Program

DBE Firm	Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Contract Estimate (\$)	Enter at Project Closeout	
	Indicate DBE Type	Construction or Non-construction*	Actual Amount Paid to the DBE (\$)		Certifying Agency or List	
SAMPLE: ABC Engineering, LLC.	X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Non-construction	10,000	9,950	WisDOT	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other					
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* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form		Phone Number
Email Address		



TO: Honorable Mayor and Members of the Common Council
FROM: Steven M. Gohde, Assistant Director of Public Works/Utilities General Manager
DATE: August 14, 2024
SUBJECT: Res 24-447 Grant Noise Variance Request for O&J Coatings, Inc. for Fernau Water Tower Painting and Mixing, Conditional upon Department of Public Works Approving Specific Dates the Work Will Be Allowed

BACKGROUND

The Fernau Water Tower was installed and painted in 2000. Regular maintenance and inspections are performed on the City's water towers to evaluate the overall condition of the towers. This includes the paint that protects the metal in the water tower structures. Inspections have indicated the interior and exterior paint on the Fernau Water Tower has started to show signs of failure and it needs to be repainted. Typical water tower painting cycles are ten (10) to fifteen (15) years. The Project also includes the installation of a mixing system to improve water quality in the system. Additionally, repairs and improvements to several components of the tower are included. Some of the included items are the installation of a Cathodic Protection System and replacement of a fall-prevention device. This work was awarded to O&J Coatings, Inc. (O&J) by the Common Council (Council) at the February 13th Council meeting.

Due to the possibility of rain delays, O&J has requested the ability to work on Sundays, if required to meet the Project deadlines through November 30, 2024.

ANALYSIS

Municipal Code Section 17-42 (6) (a) only allows exemptions to the noise limitations in **Section 17-42** on construction projects from Monday through Saturday. Allowing this variance would help ensure the work on this Project would be completed on time and that the water tower would not be out of service for a longer period of time.

FISCAL IMPACT

There are no costs to the City.

RECOMMENDATION

I recommend granting approval of the noise variance request for O&J Coatings, Inc. to work on the Fernau Water Tower Painting and Mixing Project on Sundays, conditional upon the Department of Public Works approving the specific dates through November 30, 2024.

Attachments

RES 24-447

08/14/2024

24-447

RESOLUTION

CARRIED

7-0

PURPOSE: GRANT NOISE VARIANCE REQUEST FOR O&J COATINGS, INC. FOR FERNAU WATER TOWER PAINTING AND MIXING, CONDITIONAL UPON DEPARTMENT OF PUBLIC WORKS APPROVING SPECIFIC DATES THE WORK WILL BE ALLOWED

INITIATED BY: O&J COATINGS, INC.

WHEREAS, the City of Oshkosh has adopted a noise ordinance limiting the amount of noise within the City limits; and

WHEREAS, the city ordinance exempts construction projects during any day from Monday to Saturday provided the sound level at or across the real property boundary does not exceed 86 dBA; and

WHEREAS, the City awarded a contract for maintenance and repair of the City Water Tower located on Fernau Avenue to O & J Coatings, Inc.; and

WHEREAS, O&J Coatings, Inc. has requested a variance from the ordinance to allow construction on the Fernau Water Tower Painting and Mixing project on Sundays through November 30, 2024 if necessary due to weather or other unforeseen circumstances; and

WHEREAS, the Common Council may at its discretion grant a temporary variance from the requirements of the City's noise ordinance; and

WHEREAS, under Section 17- 42 the Council may grant a temporary variance to the noise ordinance considering all relevant factors including but not limited to:

- (1) Any benefit to the applicant, community or any other persons in relation to the granting of the variance;
- (2) any hardship to the applicant, the community, and other persons of not granting the variance; duration of the requested variance;
- (3) duration of the requested variance;
- (4) the adverse impact on health, safety, and welfare of persons owning, residing, or occupying property in the surrounding area and the public in general;
- (5) whether the circumstance, hardship, or situation to be addressed by the proposed variance is unique, and not applicable generally to other circumstances;
- (6) whether the person or entity seeking the variance is otherwise in compliance with all applicable ordinances, regulations and statutes; and,
- (7) any other adverse impacts of granting the variance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh has considered all relevant information presented to it together with the criteria pertaining to the granting of a variance to the City's noise ordinance and hereby grants such variance to allow construction on Sundays through November 30, 2024 subject to the approval of the specific dates and times for construction by the Department of Public Works.



TO: Honorable Mayor and Members of the Common Council
FROM: Justin Gierach, Engineering Division Manager/City Engineer
DATE: August 14, 2024
SUBJECT: Res 24-448 Amend CIP and Award Bid for Public Works Contract No. 24-23 to Visu-Sewer for Sanitary Sewer Lining – Various Locations (\$1,132,607.23)

BACKGROUND

The purpose of this Project is to restore existing sanitary sewer mains, within the right-of-way, to a water-tight condition by inserting a lining inside the existing pipes. The existing pavements above the sanitary sewers are in good condition and will not require replacement for an extended period of time. This work is located on various streets throughout the City.

ANALYSIS

Engineering staff reviewed one (1) bid, which was lower than the Engineer's Estimate and appears to be in line with previous projects. The low bid was received from Visu-Sewer of Pewaukee, Wisconsin.

FISCAL IMPACT

Funding for a portion of the Project is in the Storm Sewer and Sanitary Sewer sections of the Capital Improvement Program (CIP) (Account No. 03210410-6804-04011 / Contract Control/Storm Sewer/Annual - I & I Sanitary Swr Rehab and Account No. 03210410-6802-04011 / Contract Control/Sanitary Sewer/Annual - I & I Sanitary Swr Rehab).

Additional funding for the remaining portions of the Storm Sewer and Sanitary Sewer sections of this Project is available from CIP Projects which have come in under budget:

- \$32,159.82 will be transferred from Account No. 03210410-6804-04204 (Contract Control-Storm Sewer-22-04 Algoma Blvd & Vine Ave Recons) to Account No. 03210410-6804-04011 (Contract Control/Storm Sewer/Annual - I & I Sanitary Swr Rehab).
- \$736,606.34 will be transferred from Account No. 03210410-6802-04204 (Contract Control-Sanitary Sewer-22-04 Algoma Blvd & Vine Ave Recons) to Account No. 03210410-6802-04011 (Contract Control-Sanitary Sewer/Annual - I & I Sanitary Swr Rehab).

Following is a summary of the available funds (after the transfers) and the estimated total construction cost, including ancillary costs such as engineering fees, landfill tipping fees, construction materials testing fees, and other construction-related expenses.

CIP Section	CIP Funds Budgeted/Transferred	Estimated Total Construction Cost
Storm Sewer	\$44,461	\$43,025
Sanitary Sewer	\$1,273,059	\$1,223,059
Totals	\$1,317,520	\$1,266,085

RECOMMENDATION

I recommend award to the low bidder, Visu-Sewer, in the amount of \$1,132,607.23 and amending the CIP.

Attachments

RES 24-448
24-23 bid tab

08/14/2024

24-448

RESOLUTION

CARRIED

7-0

PURPOSE: AMEND CIP AND AWARD BID FOR PUBLIC WORKS CONTRACT NO. 24-23 TO VISU-SEWER FOR SANITARY SEWER LINING – VARIOUS LOCATIONS (\$1,132,607.23)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh has heretofore advertised for bids to restore existing sanitary sewer mains, within the right-of-way, to a water-tight condition by inserting a lining inside the existing pipes in the City of Oshkosh; and

WHEREAS, upon the opening and tabulation of bids, the following is the only bid:

VISU-SEWER
W230 N4855 Betker Drive
Pewaukee, WI 53072

Total Bid: \$1,132,607.23

WHEREAS, this bid meets the minimum specifications and staff has reviewed the bid and recommends its acceptance; and

WHEREAS, the Common Council has adopted the 2024 Capital Improvement Program and Budget, which is on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, it is necessary to amend the 2024 Capital Improvement Program Budget to add additional funding for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2024 Capital Improvements Budget, on file in the City Clerk's Office, is hereby amended as follows:

Transfer \$32,159.82 from Account No. 03210410-6804-04204 (Contract Control-Storm Sewer-22-04 Algoma Blvd & Vine Ave Recons) to Account No. 03210410-6804-04011 (Contract Control/Storm Sewer/Annual - I & I Sanitary Swr Rehab).

Transfer \$736,606.34 from Account No. 03210410-6802-04204 (Contract Control-Sanitary Sewer-22-04 Algoma Blvd & Vine Ave Recons) to Account No. 03210410-6802-04011 (Contract Control-Sanitary Sewer/Annual - I & I Sanitary Swr Rehab).

BE IT FURTHER RESOLVED that the said bid is hereby accepted and the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same, all according to plans, specifications, and bid on file. Money for this purpose is hereby appropriated from:

Account Nos.

03210410-6804-04011 Contract Control/Storm Sewer/Annual - I & I Sanitary Swr Rehab

03210410-6802-04011 Contract Control/Sanitary Sewer/Annual - I & I Sanitary Swr Rehab

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
						Visu-Sewer
						W230 N4855 Betker Drive
						Pewaukee, WI 53072
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Section 1						\$1,132,607.23
	1050	Mobilization; complete as specified	Lump Sum	1.00	\$142,448.50	\$142,448.50
	1100	Removing pavement; complete as specified	Square Yards	90.00	\$13.53	\$1,217.70
	1120	Removing concrete and asphalt sidewalk and driveway; complete as specified	Square Feet	270.00	\$2.75	\$742.50
	1308	7" concrete pavement removal and replacement; including sawing; pavement ties; dowel bars; bond breaker; integral curb and fine grading; turf restoration; and traffic control; complete as specified	Square Yards	150.00	\$192.50	\$28,875.00
	1360	Adjust manholes and inlets; complete as specified	Each	3.00	\$676.50	\$2,029.50
	1370A	Turf restoration on Catherine Avenue; complete as specified	Square Yards	123.10	\$14.03	\$1,727.09
	1370B	Turf restoration on Dove Street; complete as specified	Square Yards	27.90	\$23.38	\$652.30

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
Visu-Sewer						
W230 N4855 Betker Drive						
Pewaukee, WI 53072						
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1370C	Turf restoration on Buchanan Avenue; complete as specified	Square Yards	119.10	\$14.03	\$1,670.97
	1500	4" concrete sidewalk with 3" CABC and grading; complete as specified	Square Feet	20.00	\$51.70	\$1,034.00
	1510	6" concrete sidewalk/driveway/ramp with 3" CABC and grading; complete as specified	Square Feet	260.00	\$33.00	\$8,580.00
	1540	Curb ramp detectable warning field (natural/non-painted); complete as specified	Square Feet	20.00	\$58.30	\$1,166.00
	1550	No. 4 reinforcing rods - deformed; epoxy-coated; complete as specified	Linear Feet	30.00	\$5.83	\$174.90
	1560	Drilled No. 4 sidewalk tie bars - deformed; epoxy-coated; complete as specified	Each	8.00	\$11.72	\$93.76
	1700	Sawing existing pavement; complete as specified	Linear Feet	100.00	\$13.20	\$1,320.00
	1800	Base aggregate dense; 3/4"; complete as specified	Tons	10.00	\$24.20	\$242.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
					Visu-Sewer	
					W230 N4855 Betker Drive	
					Pewaukee, WI 53072	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1916	4" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	90.00	\$102.30	\$9,207.00
	2191	Furnish and install 12" storm sewer CIPP; complete as specified	Linear Feet	451.00	\$85.00	\$38,335.00
	2192	Closed circuit televising; complete as specified	Linear Feet	451.00	\$5.00	\$2,255.00
	2508	Furnish; install; maintain; and remove Type D modified inlet protection; complete as specified	Each	13.00	\$203.50	\$2,645.50
	2510	Sediment removal - Type D modified inlet protection; complete as specified	Each	4.00	\$132.00	\$528.00
	2516	Furnish; install; maintain; and remove stone bag; complete as specified	Each	14.00	\$33.00	\$462.00
	2518	Furnish; install; maintain; and remove 12" diameter sediment logs; complete as specified	Linear Feet	40.00	\$19.80	\$792.00
	3000	Furnish and install 8" sanitary sewer (relay); complete as specified	Linear Feet	20.00	\$995.50	\$19,910.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
						Visu-Sewer
						W230 N4855 Betker Drive
						Pewaukee, WI 53072
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	3002	Furnish and install 10" sanitary sewer (relay); complete as specified	Linear Feet	30.00	\$929.50	\$27,885.00
	3006	Furnish and install 15" sanitary sewer (relay); complete as specified	Linear Feet	5.00	\$2,172.50	\$10,862.50
	3100	Furnish and install standard sanitary sewer manhole (4' diameter); complete as specified	Vertical Feet	4.00	\$1,540.00	\$6,160.00
	3114	Furnish and install sanitary sewer external manhole chimney seal; complete as specified	Each	1.00	\$863.50	\$863.50
	3118	Furnish and install sanitary sewer internal manhole chimney seal; complete as specified	Each	1.00	\$594.00	\$594.00
	3210	Furnish and install 8" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	1.00	\$302.50	\$302.50
	3212	Furnish and install 10" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	5.00	\$484.00	\$2,420.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
						Visu-Sewer
						W230 N4855 Betker Drive
						Pewaukee, WI 53072
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	3216	Furnish and install 15" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	1.00	\$951.50	\$951.50
	3234	Furnish and install 4"/6" sanitary sewer lateral (relay); complete as specified	Linear Feet	35.00	\$632.50	\$22,137.50
	3235	Furnish and install 4"/6" sanitary sewer riser (relay); complete as specified	Linear Feet	12.00	\$192.50	\$2,310.00
	3236	Furnish and install sanitary sewer lateral marker balls; complete as specified	Each	7.00	\$49.50	\$346.50
	3300	Furnish and install connection to existing 8" sanitary sewer mains; complete as specified	Each	6.00	\$368.50	\$2,211.00
	3302	Furnish and install connection to existing 10" sanitary sewer mains; complete as specified	Each	10.00	\$511.50	\$5,115.00
	3306	Furnish and install connection to existing 15" sanitary sewer mains; complete as specified	Each	2.00	\$814.00	\$1,628.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
						Visu-Sewer
						W230 N4855 Betker Drive
						Pewaukee, WI 53072
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	3330	Furnish and install sanitary sewer concrete collars; complete as specified	Each	2.00	\$1,908.50	\$3,817.00
	3700	Closed circuit televising; complete as specified	Linear Feet	8,436.00	\$5.00	\$42,180.00
	3701	Lateral launch and setup; complete as specified	Each	153.00	\$350.00	\$53,550.00
	3702	Lateral televising; complete as specified	Linear Feet	4,720.00	\$1.00	\$4,720.00
	3900	Furnish and install 4"/6" sanitary sewer lateral CIPP; complete as specified	Linear Feet	80.00	\$44.00	\$3,520.00
	3901	Furnish and install 8" sanitary sewer CIPP; complete as specified	Linear Feet	2,585.00	\$45.25	\$116,971.25
	3902	Furnish and install 10" sanitary sewer CIPP; complete as specified	Linear Feet	3,295.00	\$47.85	\$157,665.75
	3903	Furnish and install 12" sanitary sewer CIPP; complete as specified	Linear Feet	1,090.00	\$79.25	\$86,382.50
	3904	Furnish and install 15" sanitary sewer CIPP; complete as specified	Linear Feet	1,466.00	\$84.00	\$123,144.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
					Visu-Sewer	
					W230 N4855 Betker Drive	
					Pewaukee, WI 53072	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	3969	Furnish sanitary sewer lateral connection air pressure test; complete as specified	Each	153.00	\$590.00	\$90,270.00
	3970	Furnish and install sanitary sewer lateral connection grouting; complete as specified	Each	153.00	\$10.00	\$1,530.00
	3980	Furnish and install CIPP sanitary sewer lateral connection liner; complete as specified	Each	15.00	\$4,400.00	\$66,000.00
	3981	Furnish and install "Top Hat" sewer lateral connection liner; complete as specified	Each	5.00	\$4,400.00	\$22,000.00
	3982	Sanitary sewer intruding lateral connection removal; complete as specified	Each	2.00	\$500.00	\$1,000.00
	3985	Furnish air monitoring test; complete as specified	Each	2.00	\$300.00	\$600.00
	4002	Furnish and install 6" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	14.00	\$473.00	\$6,622.00

Contract 24-23 - Sanitary Sewer Lining - Various Locations (#9215281)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 08/05/2024 11:00 AM CDT						
Visu-Sewer						
W230 N4855 Betker Drive						
Pewaukee, WI 53072						
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	4058	Furnish and install connections to existing 6" water main; complete as specified	Each	2.00	\$643.50	\$1,287.00
	4236	Furnish and install 6" 45 degree water main bend; complete as specified	Each	4.00	\$363.00	\$1,452.00
Bid Total:						\$1,132,607.23



TO: Honorable Mayor and Members of the Common Council
FROM: Justin Gierach, Engineering Division Manager/City Engineer
DATE: August 14, 2024
SUBJECT: Res 24-449 Amend CIP and Appropriation of Funds for Intergovernmental Agreement with Winnebago County for Reconstruction of CTH "I" (Oregon Street) (\$2,676,961.48)

BACKGROUND

The Surface Transportation Program -- Urban (STP-U) allocates Federal funds to complete a variety of improvements to Federal aid eligible roadways in urban areas. The objective of the program is to improve the quality of roadways that are Federal aid eligible within the urban areas. Communities are eligible for funding on roadways that are functionally classified as a collector or higher. Funding is allocated to urban area Metropolitan Planning Organizations (MPO's). The MPO's then have the responsibility to recommend roadway projects for program funding. The Oshkosh Area MPO includes the following entities: City of Oshkosh, Winnebago County, Town of Algoma, Town of Black Wolf, Town of Nekimi, Town of Oshkosh, and Town of Vinland.

The Oshkosh Area MPO had recommended the CTH "I" (Oregon Street) reconstruction project from just south of West 35th Avenue to Ripple Avenue for funding through the STP-U program for 2024. This construction schedule coincides with the City of Oshkosh sanitary sewer interceptor construction project. Rather than disrupt the area in consecutive construction seasons, the City of Oshkosh and Winnebago County had the two (2) projects combined into a single construction project bid set. This combination of projects results in the lowest total overall costs to the communities, and thus our taxpayers and utility rate payers.

The "local share" of the street reconstruction project will be shared 50-50 between Winnebago County and the City of Oshkosh, with the exception of any necessary right-of-way acquisition, which will be the responsibility of Winnebago County. The cost of the sanitary interceptor sewer will be entirely the responsibility of the City of Oshkosh. Common Council (Council) previously approved the intergovernmental agreement with Winnebago County for the reconstruction of CTH "I" (Oregon Street) at the 7/28/20 Council meeting.

ANALYSIS

Bids were opened by the Wisconsin Department of Transportation on March 13, 2024. The low bid of \$4,271,990.98 came in from Michels Corporation. The City of Oshkosh's portion will be \$2,676,961.48.

FISCAL IMPACT

Funding for the Sanitary Sewer work and a portion of the Storm Sewer work of this Project is in the Sanitary Sewer and Storm Water sections of the 2024 Capital Improvement Program (CIP) (Account No. 03210410-6802-04401 / Contract Control/Sanitary Sewer/24-01 Oregon St San Intrept Swr Con) and Account No. 03210410-6804-04401 / Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con). Additional funding for the remaining storm sewer portion and the paving portion of this Project is available from CIP Projects which have come in under budget:

- \$75,000 will be transferred from Account No. 03210410-6801-04301 (Contract Control-Paving-23-01 Wisconsin St Reconstruction) to Account No. 03210410-6801-04401 (Contract Control/Paving/24-01 Oregon St San Intrept Swr Con).
- \$100,000 will be transferred from Account No. 03210410-6804-04402 (Contract Control-Storm Sewer-24-

02 Waugoo Ave Reconstruction) to Account No. 03210410-6804-04401 (Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con).

- \$200,000 will be transferred from Account No. 03210410-6804-04415 (Contract Control-Storm Sewer-24-15 Iowa/Mich/5th/7th Recon) to Account No. 03210410-6804-04401 (Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con).

Following is a summary of the available funds (after the transfers) and the estimated total construction cost, including ancillary costs such as engineering fees, landfill tipping fees, construction materials testing fees, and other construction-related expenses.

CIP Section	CIP Funds Budgeted/Transferred	Estimated Total Construction Cost
Streets	\$75,000	\$53,000
Storm Sewer	\$300,000	\$300,000
Sanitary Sewer	\$3,582,837	\$2,323,961
Totals	\$3,957,837	\$2,676,961

RECOMMENDATION

I recommend amending the CIP.

Attachments

RES 24-449

24-01 Intergovernmental Agreement

08/14/2024

24-449

RESOLUTION

CARRIED

7-0

PURPOSE: AMEND CIP AND APPROPRIATION OF FUNDS FOR INTERGOVERNMENTAL AGREEMENT WITH WINNEBAGO COUNTY FOR RECONSTRUCTION OF CTH "I" (OREGON STREET)(\$2,676,961.48)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh and Winnebago County are part of the Oshkosh Area Metropolitan Planning Organization (MPO); and

WHEREAS, the Oshkosh Area MPO had recommended the CTH "I" (Oregon Street) reconstruction project from just south of West 35th Avenue to Ripple Avenue for funding through the STP-U program for 2024; and

WHEREAS, the "local share" of the street reconstruction project will be shared 50-50 between Winnebago County and the City of Oshkosh; and

WHEREAS, the City of Oshkosh's portion of the project will be \$2,676,961.48; and

WHEREAS, the Common Council has adopted the 2024 Capital Improvement Program and Budget, which is on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, it is necessary to amend the 2024 Capital Improvement Program Budget to add additional funding for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2024 Capital Improvements Budget, on file in the City Clerk's Office, is hereby amended as follows:

Transfer \$75,000 from Account No. 03210410-6801-04301 (Contract Control-Paving-23-01 Wisconsin St Reconstruction) to Account No. 03210410-6801-04401 (Contract Control/Paving/24-01 Oregon St San Intrept Swr Con).

Transfer \$100,000 from Account No. 03210410-6804-04402 (Contract Control-Storm Sewer-24-02 Waugoo Ave Reconstruction) to Account No. 03210410-6804-04401 (Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con).

Transfer \$200,000 from Account No. 03210410-6804-04415 (Contract Control-Storm Sewer-24-15 Iowa/Mich/5th/7th Recon) to Account No. 03210410-6804-04401 (Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con).

BE IT FURTHER RESOLVED that money for the CTH "I" project is hereby appropriated from:

Account Nos.

03210410-6801-04401 Contract Control/Paving/24-01 Oregon St San Intrept Swr Con

03210410-6802-04401 Contract Control/Sanitary Sewer/24-01 Oregon St San Intrept Swr Con

03210410-6804-04401 Contract Control/Storm Sewer/24-01 Oregon St San Intrept Swr Con

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WINNEBAGO COUNTY AND THE CITY OF OSHKOSH
REGARDING COUNTY HIGHWAY I**

Intergovernmental Agreement ("Agreement") between Winnebago County, Wisconsin ("County") and the City of Oshkosh, Wisconsin, a Wisconsin municipality ("City").

RECITALS

- A. The County and the City each have territory containing real estate with frontage along County Highway "I", between 35th Avenue and Ripple Avenue, City of Oshkosh and Winnebago County, Wisconsin ("Road").
- B. The Road is located approximately 50% within the boundary of the County and approximately 50% within the boundary of the City.
- C. The Road was last reconstructed in 1975, and has deteriorated and is in need of repair and expansion to handle increasing traffic flow. In 2019, the Road was rated a 6 on the Pavement Surface and Evaluation Rating (PASER) system. The ratings on the PASER scale are from 1 (failed) to 10 (new).
- D. The County and the City are entering into this Agreement pursuant to Wis. Stat., § 66.0301. This Agreement is intended to be binding upon future County Boards and City Common Councils in accordance with its terms.
- E. The City has a long range plan and need to extend sanitary sewer interceptor service within the CTH "I" (Oregon Street) right of way to Ripple Avenue to allow for continued development on the south side of the City.

In consideration of the above recitals, and other good and valuable consideration mutually acknowledged by the parties, it is agreed as follows:

- 1. Project: Reconstruction of the existing rural county roadway to an urban roadway that will incorporate a single lane in each direction with a center turn lane, curb and gutter, storm sewer, pavement markings, diamond grinding, and bike lanes. Sidewalk will not be included in the project.
 - a. The City intends to include the sanitary sewer construction in the Road project bid letting and agrees to be responsible for 100% of the cost of the sanitary sewer construction.
 - b. The City will be kept informed of the project status and will have input regarding the project. The County will work in good faith with the City regarding the design of the roadway. However, the County has final approval of the roadway design.

- c. The City will provide design plans and specifications for the sanitary sewer construction portion of the project to be included within the overall project bid package.
 - d. The project design will begin in 2021 with construction anticipated to begin in 2023.
2. **Funding Agreements:** The project will include federal and/or state funding. Each party agrees that they will execute all agreements and documents necessary to ensure the application for and receipt of such funding, to ensure the appropriate and lawful use of the funding, and to cooperate in any reviews or audits related to the federal funding.
3. **Construction Contract:** The County and City shall work together to ensure all construction contracts related to the project contain adequate protections for both entities relating to items such as: insurance, indemnification, and warranty. The Wisconsin Department of Transportation (WisDOT) will advertise for bids for the joint roadway project and the City's sanitary sewer project in accordance with the requirements of the STP-Urban Program and the executed WisDOT State-Municipal Agreement (SMA), and any other applicable requirements. The WisDOT shall enter into a contract with the successful Contractor and make payments to the Contractor in accordance with the contract.
4. **Participation Levels:** The County shall provide 50% of the local share for the Road that is required by the SMA. The City shall provide 50% of the local share for the Road. The City shall provide 100% of the cost for the sanitary sewer portion of the project. The County shall invoice the City for the City's portion of the local share, without administrative fees, within thirty days of receipt of invoices from WisDOT, or within thirty days as invoice amounts otherwise become known or available. The City will pay the invoice within thirty days of receipt. The County and City will review the final project costs at contract closeout. Any payments due at contract closeout shall be invoiced and paid within thirty days of invoice.
5. **Cost Estimates:** The cost estimates for the project along with the parties' participation percentages are shown in the previous "Cost Estimate and Participation" table. The project costs are estimates. Each party agrees to fund their portion of the project according to the percentages listed in the "Cost Estimate and Participation" table. Each party agrees to pay all costs incurred in the project if they fail to appropriate funding outlined in this Agreement. The parties' obligations to perform under this Agreement shall be subject to County Board and City Common Council appropriation of funds.
6. **Project Record Keeping:** The County shall keep all records as required by the STP-Urban Program and the executed SMA. The City shall have the right to inspect the project records. County and City agree that any inspection will be scheduled during normal business hours of 8:00 a.m. to 4:30 p.m.
7. **Special Assessments:** The City reserves all rights to specially assess the benefitting properties pursuant to Wis. Stat., § 66.0703, together with such other statutory authority as may be permitted by any provision of the Wisconsin Statutes.

8. Other Agreements: Unless specifically modified by the Agreement, the County and the City acknowledge that nothing herein is intended to amend, modify or supersede other intergovernmental agreements in relation to this project previously executed by the parties.
9. Binding Effect: This Agreement shall bind and accrue to the benefit of the parties and their successors. This Agreement is for the exclusive benefit of the parties and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity.
10. Authority: Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Further, each person signing this Agreement represents and warrants that he or she has been authorized to do so by their respective principals.
11. Dispute Resolution: Disputes relating to the interpretation or the enforcement of this Agreement shall be resolved through the Alternative Dispute Resolution procedures administered by the State of Wisconsin – Department of Administration, Division of Intergovernmental Relations – Municipal Boundary Review office, unless such other dispute resolution administration agency is mutually agreed upon by the parties.
12. Miscellaneous: This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of various individuals representing various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. Facsimile signatures shall be deemed the same as original signatures.

This Agreement shall take effect upon the last date of execution below, and shall expire immediately upon notification that the project did not receive funding through the STP Urban program, or two years from the date of Substantial Completion if the project received STP Urban funding.

COUNTY OF WINNEBAGO

By: Mark J Harris Date: 8/12/20
Mark Harris, County Executive

By: Sue Ertmer Date: 8-5-2020
Sue Ertmer, County Clerk

By: Raymond G. Palonen Date: 8/5/20
Raymond G. Palonen, Highway
Commissioner

CITY OF OSHKOSH

By: John Fitzpatrick Date: 8/6/2020
~~Mark Rohloff, City Manager~~ John Fitzpatrick
Assistant City Manager

By: Pamela Ubrig Date: 8/6/2020
Pamela Ubrig, City Clerk

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract:

By: Russ Van Gompel Date: 8/6/2020
Russ Van Gompel, Finance Director

Approved as to form:

By: Lynn Lorensen Date: 8/6/2020
Lynn Lorensen, City Attorney



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-450 Approve Specific Implementation Plan Amendment for Loading Dock Access at 3300 Medalist Drive (Plan Commission Recommends Approval)

BACKGROUND

The subject site consists of an industrial parcel totaling 17.05 acres. The property is located at the southeast corner of Medalist Drive and West 33rd Avenue. Existing structures include an approximate 140,000 square foot manufacturing building, a separate 19,500 square foot office building, three main off-street parking areas, and accessory structures. Four personal storage facility buildings are also being constructed on the site, which were included in a General Development Plan/Specific Implementation Plan approved by Common Council in 2023. The subject site as well as the surrounding area are located in the Aviation Industrial Park and consist of industrial uses. The 2040 Comprehensive Plan recommends industrial land use for the subject property as well as the adjoining parcels.

ANALYSIS

Lakeside Plastics has purchased a building on the site that was formerly used as an office building by Oshkosh Defense (401 West 33rd Avenue) and intends to use it for a mix of office and manufacturing/warehousing. The applicant plans to add a loading dock to the east side of the building along with additional pavement for truck access to the loading dock. A cross-access easement agreement is required as the new paved loading dock access will run through the neighboring property to the north (450 West 33rd Avenue), which is also owned by Lakeside Plastics. The applicant has provided documentation of the required agreement.

The applicant is requesting a base standard modification (BSM) to allow reduced side yard setback for the new pavement to 10', where code requires a 20' side setback. Staff does not have concerns with the reduced setback as it is abutting an undevelopable area of the industrial site to the east that is used for stormwater ponds. The applicant is requesting a BSM to allow 0.0 fc lighting level for the vehicle circulation area where code requires a minimum of 0.4 fc for all vehicle circulation areas. According to the applicant, the required lighting is not needed for this area as it is only used for truck maneuvering and the lighting of the trucks will be sufficient for accessing the loading dock. Staff is supportive of the requested BSM as the subject area is isolated from all customer, employee, and pedestrian areas and should not cause safety concerns related to vehicle and pedestrian circulation.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value for the site. The applicant is anticipating spending approximately \$82,000 on the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested Specific Implementation Plan Amendment for loading dock access at 3300 Medalist Drive with findings and conditions on August 6, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-50
SIP Amend - 3300 Medalist Dr

08/14/2024

24-450

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR LOADING DOCK ACCESS AT 3300 MEDALIST DRIVE

INITIATED BY: RICHARD J FISHER

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the Specific Implementation Plan Amendment for loading dock access at 3300 Medalist Drive, is consistent with the criteria established in Section 30-387 of the Oshkosh Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that a Specific Implementation Plan Amendment loading dock access at 3300 Medalist Drive, per the attached, is hereby approved, with the following findings:

1. The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
2. The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
3. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
4. The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the following are conditions of approval for a Specific Implementation Plan Amendment for loading dock access at 3300 Medalist Drive:

1. Cross access agreement for shared driveway access shall be filed with the Winnebago County Register of Deeds.
2. Base Standard Modification (BSM) for reduced side yard setback for new pavement to 10'.
3. BSM for reduced lighting level of paved loading dock access to 0.0 fc.
4. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated June 13, 2023 (Resolution 23-294) remain in full force and effect.

ITEM: SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR LOADING DOCK ACCESS AT 3300 MEDALIST DRIVE

Plan Commission Meeting of August 6, 2024.

GENERAL INFORMATION

Applicant: Richard J Fisher
Property Owner: Gen2 Holdings LLC

Action(s) Requested:

The applicant requests approval of Specific Implementation Plan Amendment for loading dock access.

Applicable Ordinance Provisions:

Planned Development standards are found in Section 30-387 of the Zoning Ordinance.

Property Location and Background Information:

The subject area involving this request consists of one developed industrial parcel totaling 17.05 acres. The property is located at the southeast corner of Medalist Drive and West 33rd Avenue. Existing structures include an approximate 140,000 square foot manufacturing building, a separate 19,500 square foot office building, three main off-street parking areas, and accessory structures. Four personal storage facility buildings are also being constructed on the site, which were included in a GDP/SIP approved by Common Council in 2023. The subject site as well as the surrounding area are located in the Aviation Industrial Park and consist of industrial uses. The 2040 Comprehensive Plan recommends industrial land use for the subject property as well as the adjoining parcels.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Industrial	HI-PD zone change

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Industrial	Heavy Industrial (HI)
South	Industrial	Heavy Industrial (HI)
East	Vacant	Heavy Industrial (HI)
West	Industrial	Heavy Industrial (HI)

Recognized Neighborhood Organizations

N/A

Comprehensive Plan

Comprehensive Plan Land Use Recommendation	Land Use
2040 Land Use Recommendation	Industrial

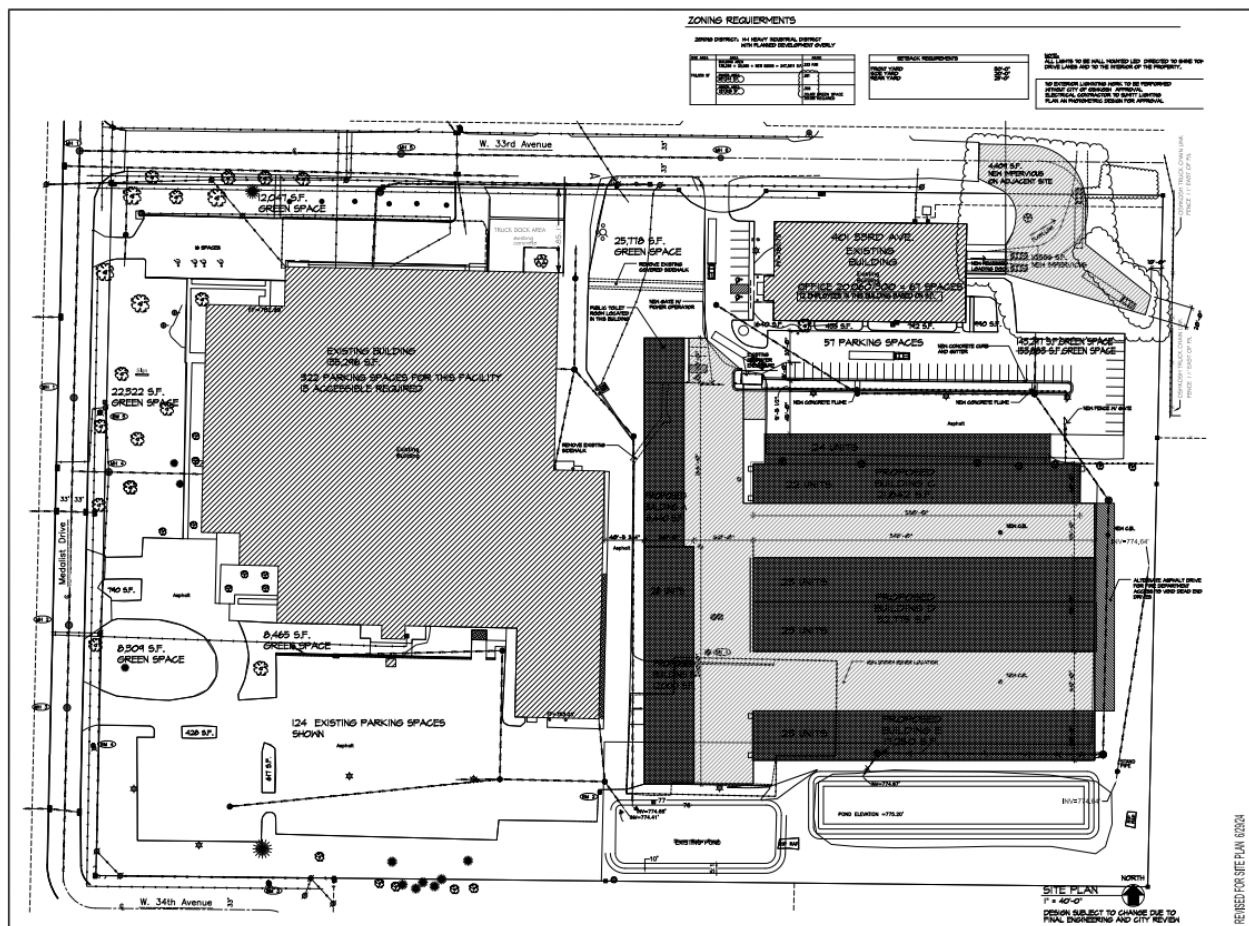
ANALYSIS

Use

On June 13, 2023, Common Council approved a General Development Plan and Specific Implementation Plan for construction of four personal storage buildings, in addition to the existing buildings on-site. Lakeside Plastics has purchased a building on the site that was formerly used as an office building occupied by Oshkosh Defense (401 West 33rd Avenue) and intends to use it for a mix of office and manufacturing/warehousing. The proposed use of the building is permitted in the HI district.

Site Design

The applicant plans to add a loading dock to the east side of the building along with additional pavement for truck access to the loading dock. A cross-access agreement is required as the new paved loading dock access will run through the neighboring property to the north (450 West 33rd Avenue). The applicant has provided documentation of the required easement agreement.



The additional pavement will result in 69.5% impervious surface ratio for the site, which will remain under the maximum of 70% for the HI district. The applicant is requesting a base standard modification (BSM) to allow reduced side yard setback for the new pavement to 10', where code requires a 20' side setback.

According to the applicant, the reduced setback is needed to allow for truck maneuvering to the loading dock. Staff does not have concerns with the reduced setback as it is abutting an undevelopable area of the industrial site to the east that is used for stormwater ponds.

Lighting

The applicant has provided a photometric plan for the loading dock area which includes wall-mounted fixtures along the loading dock. The plan shows 0.0 fc lighting level for most of the new paved loading dock access. The applicant is requesting a BSM to allow 0.0 fc lighting level for the vehicle circulation area where code requires a minimum of 0.4 fc for all vehicle circulation areas.

According to the applicant, the required lighting is not needed for this area as it is only used for truck maneuvering and the lighting of the trucks will be sufficient for accessing the loading dock. Staff is supportive of the requested BSM as the subject area is isolated from all customer, employee, and pedestrian areas and should not cause safety concerns related to vehicle and pedestrian circulation.

Signage

No signage plans were submitted with this request.

Storm Water Management/Utilities

The Department of Public Works has noted that plans should indicate that connections will not be in the public right-of-way. Final storm water management plans will be reviewed during the Site Plan Review process.

Landscaping

An additional 45 paved area landscaping points are required for the added pavement. The provided landscaping plan meets this point requirement. The applicant has provided three arborvitae on the east side of the added pavement and is exceeding overall point requirements for the site to offset the requested BSMs.

FINDINGS/RECOMMENDATION/CONDITIONS

In its review and recommendation to the Common Council on an application for a Planned Development district, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-387 (C)(6):

- (a) The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
- (c) The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
- (d) The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

Staff recommends approval of the Specific Implementation Plan Amendment as proposed with the findings listed above and the following conditions:

1. Cross access agreement for shared driveway access shall be filed with the Winnebago County Register of Deeds.
2. Base Standard Modification (BSM) for reduced side yard setback for new pavement to 10'.
3. BSM for reduced lighting level of paved loading dock access to 0.0 fc.
4. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated June 13, 2023 (Resolution 23-294) remain in full force and effect.

Plan Commission recommends approval of the proposed Specific Implementation Plan Amendment with the findings and conditions at 3300 Medalist Drive on August 6, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Kiefer reported visiting the site.

Staff report accepted as part of the record.

The applicant requests approval of Specific Implementation Plan (SIP) Amendment for loading dock access.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The subject area is an industrial site on the southeast corner of Medalist Drive and West 33rd Avenue. It has industrial buildings as well as storage buildings that are being constructed, which were included in a General Development Plan (GDP)/SIP approved by Common Council in 2023.

The northeast building was recently purchased by Lakeside Plastics, and they would like to install a loading dock on the east side of the building along with additional pavement for truck access. They need a base standard modification (BSM) to allow reduced side yard setback for the new pavement to 10', where code requires a 20' side setback. They are accessing through

neighboring property, and have provided cross access agreements. They are showing additional arborvitae along the reduced setback to buffer neighboring property. Staff does not have concerns with the reduced setback as it is abutting an undevelopable area of the industrial site to the east that is used for stormwater ponds.

The applicant is requesting a BSM to allow 0.0 fc lighting level for the vehicle circulation area where code requires a minimum of 0.4 fc for all vehicle circulation areas. Staff is supportive of the requested BSM as the subject area is isolated from all customer, employee, and pedestrian areas and should not cause safety concerns related to vehicle and pedestrian circulation.

No changes are being proposed to the existing buildings, with the exception of two overhead doors being added to the east side of the subject building (401 West 33rd Avenue). The new overhead doors meet design standards requirements as the alteration is consistent with the existing building design and materials.

Staff recommends approval of the SIP Amendment as proposed with the findings and conditions listed in the staff report.

Mr. Kiefer opened up technical questions to staff.

Mr. Kiefer opened public comment and asked if the applicant wanted to make any statements.

Rick Fischer, with Fischer and Associates Architects, is the applicant for the project. They wanted to keep the existing parking spaces but allow truck maneuvering for the new building and loading dock.

Mr. Kiefer asked if any members of the public wished to speak.

Michael Cuttill, one of the owners of Lakeside Plastics and Gen2 Holdings LLC, made himself available for questions.

Mr. Kiefer closed public comment.

There was no closing statement from the applicant.

Motion by Davey to adopt the findings and recommendation as stated in the staff report.

Seconded by Propp.

Mr. Kiefer asked if there was any discussion on the motion.

Motion carried 5-0.

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

(Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy)

The following information must be provided in order for the application to be considered complete and able to be scheduled for Plan Commission Review. Please use the checklist below to determine the required information to be submitted at the time of application. If all information below cannot be provided at the time of application, please request a waiver in writing to the Division's Director or designee.

- A General Development Plan (GDP) submittal, per Section 30-387(C)(4), shall include the following items (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):**
 - General location map of the subject site depicting:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject property.
 - Current zoning of the subject site and abutting properties, and the jurisdiction(s) that maintains that control.
 - A graphic scale and north arrow.
 - Generalized site plan showing the pattern or proposed land uses, including:
 - General size, shape, and arrangement of lots and specific use areas.
 - Basic street pattern and pattern of internal drives.
 - General site grading plan showing preliminary road grades.
 - Basic storm drainage pattern, including proposed on-site stormwater detention.
 - General location of recreational and open space areas, including designation of any such areas to be classified as common open space.
 - Statistical data, including:
 - Minimum lot sizes in the development.
 - Approximate areas of all lots.
 - Density/intensity of various parts of the development.
 - Building coverage.
 - Landscaping surface area ratio of all land uses.
 - Expected staging.
 - Conceptual landscaping plan.
 - General signage plan.
 - xx General outline of property owners association, covenants, easements, and deed restrictions.
 - A written description of the proposed Planned Development, including:
 - General project themes and images.
 - The general mix of dwelling unit types and/or land uses.
 - Approximate residential densities and nonresidential intensities.
 - General treatment of natural features.
 - General relationship to nearby properties and public streets.
 - General relationship of the project to the Comprehensive Plan or other area plans.
 - Proposed exceptions from the requirements of the Zoning Ordinance.
 - Traffic Impact Analysis (TIA), if deemed necessary by the Director of Planning Services, or designee.
-
- A Specific Implementation Plan (SIP) submittal, per Section 30-387(C)(5), shall include the following items. Note that the area included in an SIP may be only a portion of the area included in a previously approved GDP (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):**
 - An existing conditions map of the subject site depicting the following:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject site.
 - Current zoning of the subject property and all abutting properties, and the jurisdiction(s) that maintains that control.
 - Existing utilities and recorded easements.
 - All lot dimensions of the subject site.
 - A graphic scale and a north arrow.
 - An SIP map of the proposed site showing at least the following:
 - Lot layout and the arrangements of buildings.
 - Public and private roads, driveways, walkways, and parking facilities.
 - Specific treatment and location of recreational and open space areas, including designation of any such areas to be classified as common open space.

N/A future

Grading plan update pending

- Proposed grading plan.
- Specific landscaping plan for the subject site, specifying the location, species, and installation size of plantings. The landscaping plans shall include a table summarizing all proposed species.
- Architectural plans for any nonresidential buildings, multi-family structures, or building clusters, other than conventional single-family or two-family homes on individual lots, in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.
- Engineering plans for all water and sewer systems, stormwater systems, roads, parking areas, and walkways.

N/A future Signage plan for the project, including all project identification signs, concepts for public fixtures and signs, and group development signage themes that may or may not vary from City standards or common practices.

- Specific written description of the proposed SIP including:
 - Specific project themes and images.
 - Specific mix of dwelling unit types and/or land uses.
 - Specific residential densities and nonresidential intensities as described by dwelling units per acre, and landscaping surface area ratio and/or other appropriate measures of density and intensity.
 - Specific treatment of natural features, including parkland.
 - Specific relationship to nearby properties and public streets.
 - Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads; density/intensity of various parts of the development; building coverage, and landscaping surface area ratio of all land uses; proposed staging; and any other plans required by Plan Commission.
 - A statement of rationale as to why PD zoning is proposed. This statement shall list the standard zoning requirements that, in the applicant's opinion, would inhibit the development project and the opportunities for community betterment that are available through the proposed PD project.
 - A complete list of zoning standards that would not be met by the proposed SIP and the location(s) in which such exceptions/base standard modifications would occur.
 - Phasing schedule, if more than one development phase is intended.
- Agreements, bylaws, covenants, and other documents relative to the operational regulations of the development and particularly providing for the permanent preservation and maintenance of common open areas and amenities.
- A written description that demonstrates how the SIP is consistent with the approved GDP and any and all differences between the requirements of the approved GDP and the proposed SIP.

I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required): _____

Date: _____

City of Oshkosh
Community Development Department
215 Church Ave
Oshkosh, WI 54903

(revised) June 29, 2024

Attention: Community Development Department

RE: Planned Development application for 3300 Medalist Drive and 401 W 33rd Ave., City of Oshkosh, WI

To whom it may concern:

This is a request for and alteration to a previously approved Planned development the is a condominium plat This property is currently an industrial site that has self-storage buildings and two other industrial use buildings. Lakeside Plastics has purchased one of the buildings located at 401 W 33rd Ave. the former use of this building was an office building occupied by Oshkosh Defense. There planned us is a mix of office and manufacturing / warehousing.

The proposed alteration is to add a loading dock to the east side of the existing building that is accessed through their existing site.

The tenants will be able to access their units any time via a secure gate system.

The property is owned by :
Marmax Holdings LLC
W229 N2512 Duplainville Rd.
Waukesha, WI 53188
And
GEN2 HOLDINGS LLC
450 W 33RD Ave
OSHKOSH, WI 54902

This project is compatible with the other land use's surrounding property. This property and all abutting properties are zoned H1 heavy industrial with industrial buildings, storm water ponds or outdoor storage of military vehicles.

The intensity of use will be low because the vehicles will be an extension of the existing Lakeside plastics operation and the new loading dock will be accessed from the existing lakeside plastics sit and not 33rd Ave.

The newly paved area will drain to the existing storm water management system that was engineered for this amount of development on this site.

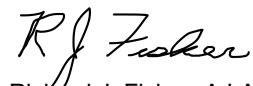
The overall site meets the floor area ratio, paved areas and green space requirements.

The zoning standards that are requested to be modified for this project.

- We are requesting that the paving setback for the truck maneuvering be reduced from 20'-0" to 10'-0" per the attached plan. This updated plan has been revised to narrow the maneuvering lane to 20' vs 30'-0" and the edge of paving has been moved away from the property line to 10;-0"

If you need additional information, please contact me or the owners' agent Brian Fisher at 262-613-4015.

Sincerely,



Richard J. Fisher, A.I.A.
Senior Project Architect

FISHER & ASSOCIATES, LLC

Architects/Planners

W13654 Balsam Lake Road Crivitz, WI 54114 Ph: 920-376-0007

ZONING REQUIREMENTS

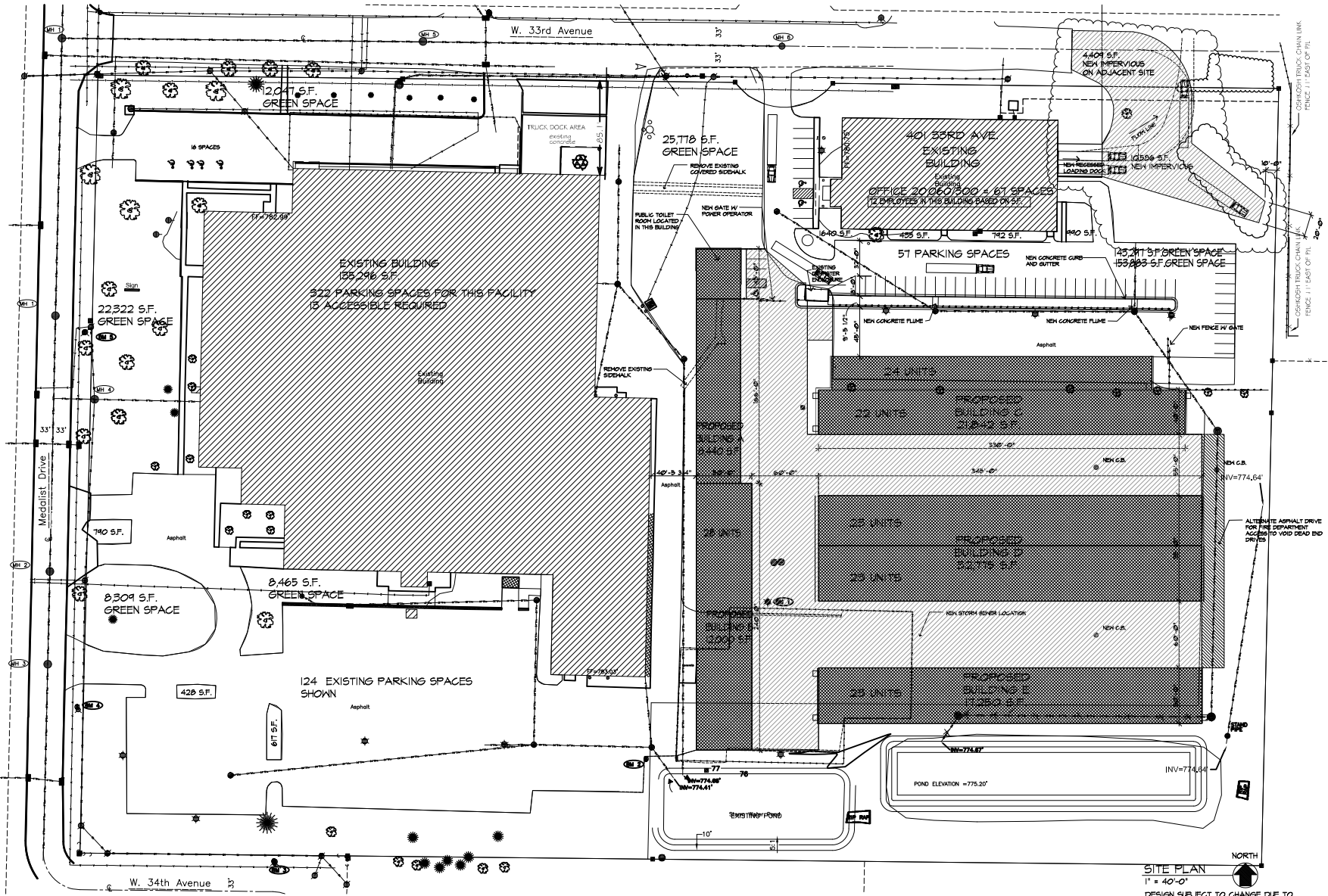
ZONING DISTRICT: IH HEAVY INDUSTRIAL DISTRICT
WITH PLANNED DEVELOPMENT OVERLY

SETBACK	REQUIREMENT	REMARKS
FRONT YARD	20' MIN.	NEW 20' MIN. + NEW 20' MIN. + 20' MIN. 10' MIN. MIN.
REAR YARD	5' MIN.	NEW 5' MIN. + NEW 5' MIN. + 5' MIN. 5' MIN. MIN.
SIDE YARD	5' MIN.	NEW 5' MIN. + NEW 5' MIN. + 5' MIN. 5' MIN. MIN.

SETBACK REQUIREMENTS	REMARKS
FRONT YARD	20' MIN.
REAR YARD	5' MIN.
SIDE YARD	5' MIN.

NOTE:
ALL LIGHTS TO BE HALL MOUNTED LED, DIRECTED TO SHINE TOP DRIVE LANES AND TO THE INTERIOR OF THE PROPERTY.

NO EXTERIOR LIGHTING WORK TO BE PERFORMED WITHOUT CITY OF OSHKOSH APPROVAL. ELECTRICAL CONTRACTOR TO SUBMIT LIGHTING PLAN AN PHOTO-METRIC DESIGN FOR APPROVAL.



SITE PLAN
1" = 40'-0"
DESIGN SUBJECT TO CHANGE DUE TO FINAL ENGINEERING AND CITY REVIEW

SMET
CONSTRUCTION SERVICES
OUR REPUTATION IS BUILDING
WWW.SMET.COM
SMET CONSTRUCTION SERVICES CORP. • OSBORN/BUILD/FINANCE

COMPLIANCE NOTICE:
THIS DRAWING IS THE PROPERTY OF S.M.E.T. THE SOLE PLACE OF CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT IS WITH S.M.E.T. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON. S.M.E.T. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON.

REVISIONS:

NO.	DATE	DESCRIPTION

ARCHITECT: J. J. JENSEN, INC. LLC
ADDRESS: PALM LAKE ROAD, DRIVE 18
PHONE: 920.338.8888
WWW.JJENSENARCHITECTS.COM

PROJECT INFO:
PROPOSED SELF STORAGE FOR OSHKOSH STORAGE FACILITY
3300 Medallist Dr.
CITY OF OSHKOSH, WI

REVISIONS FOR SITE PLAN 6/29/24

DRAWN BY:	SALES:
R.J.F.	SCOTT
SHEET NO.:	SHEET:

ARCHIT. NO.: 20036
DATE: 10/23/23

SP1.0

SIP AMENDMENT
3300 MEDALIST DR
PC: 8.6.2024

ARROWHEAD SYSTEMS INC
124 N COLUMBUS ST
RANDOLPH WI 53956-1204

3345 MEDALIST DRIVE LLC
3345 MEDALIST DR
OSHKOSH WI 54902-7125

MARMAX HOLDINGS LLC
W229N2512 DUPLAINVILLE RD
WAUKESHA WI 53186-1004

WINNEBAGO COUNTY AIRPORT
525 W 20TH AVE
OSHKOSH WI 54902-6871

OSHKOSH CORP
OSHKOSH DEFENSE LLC
PO BOX 2566
OSHKOSH WI 54903-2566

ARROWHEAD SYSTEMS INC
124 N COLUMBUS ST
RANDOLPH WI 53956-1204

ARDON LLC
BADGER MILL SUPPLY
3250 MEDALIST DR
OSHKOSH WI 54902-7124

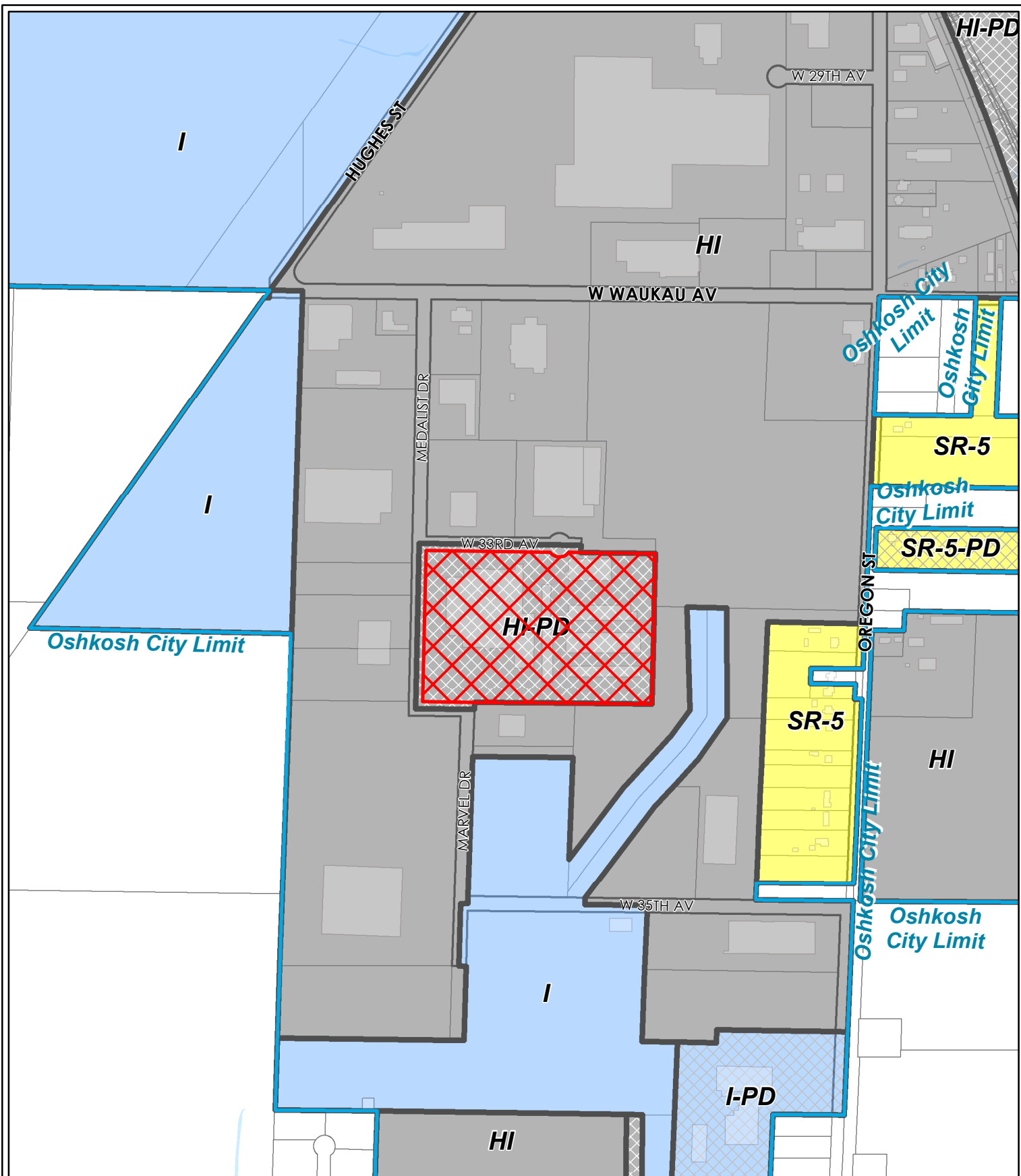
TOWN OF BLACK WOLF
380 E BLACK WOLF AVE
OSHKOSH WI 54902-9139

MARVEL REAL ESTATE CO LLC
AMADA MARVEL INC
3501 MARVEL DR
OSHKOSH WI 54902-7115

DAHL PROPERTIES LLC
PO BOX 2944
OSHKOSH WI 54903-2944

GEN2 HOLDINGS LLC
450 W 33RD AVE
OSHKOSH WI 54902-7164

TOWN OF NEKIMI
3790 PICKETT RD
OSHKOSH WI 54904-6208



3300 MEDALIST DR



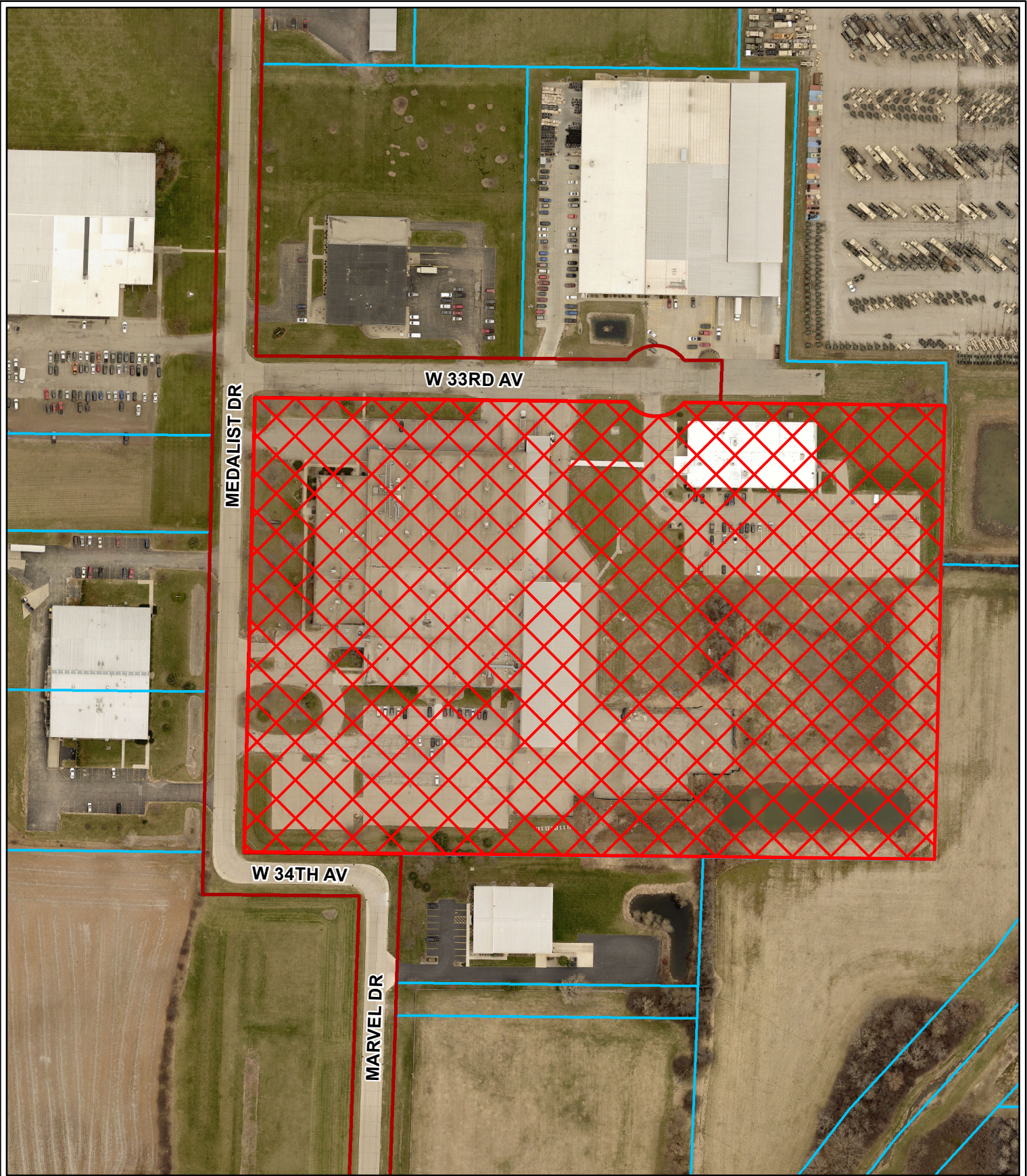
1 in = 0.11 mi
1 in = 600 ft

Printing Date: 7/11/2024

Prepared by: City of Oshkosh, WI



City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



MEDALIST DR

W 33RD AV

W 34TH AV

MARVEL DR

3300 MEDALIST DR



1 in = 0.04 mi
1 in = 200 ft

Printing Date: 7/11/2024

Prepared by: City of Oshkosh, WI



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TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-451 Approve Purchase of Technology Updates from LDV Custom Specialty Vehicles for the Mobile Command & Community Outreach Vehicle for the Police Department (\$99,577.00)

BACKGROUND

The Common Council allocated \$100,000.00 in the 2024 CIP for technology updates to the Police Department's Mobile Command & Community Outreach Vehicle. The vehicle is used for special events and is the department's Incident Command Center for critical incidents. The vehicle is now 10 years old and updates to the vehicle's technologies are necessary to keep them current and working properly. These updates include computer components, monitors, routing systems and surveillance cameras.

ANALYSIS

Police Department staff secured a proposal from the vehicle's manufacturer (LDV Custom Specialty Vehicles) to provide the technology updates. LDV custom built the vehicle for the Police Department and to ensure lifetime customer service/warranty, is the sole vendor that can review, identify and make any modifications to the vehicle. Purchasing has confirmed this purchase qualifies as sole source exception to our purchasing ordinance.

FISCAL IMPACT

The total fiscal impact of LDV's technology updates is \$99,577.00. The Common Council allocated \$100,000.00 in the 2024 CIP for this purchase. This purchase will be charged to A/N# 02240211 7210 15431 (ARPA - Police - Motor Vehicles).

RECOMMENDATION

Section 12-11 of the Municipal Code provides that, subject to approval of the City Manager, purchases may be made without following a formal competitive bidding process when the purchase is from only one source of supply. In accordance with Section 12-11 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve this purchase from LDV Custom Specialty Vehicles, 180 Industrial Drive, Burlington, WI, 53105 in the amount of \$99,577.00.

Attachments

RES 24-451

08/14/2024

24-451

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE PURCHASE OF TECHNOLOGY UPDATES FROM LDV CUSTOM SPECIALTY VEHICLES FOR THE MOBILE COMMAND & COMMUNITY OUTREACH VEHICLE FOR THE POLICE DEPARTMENT (\$99,577.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, Common Council allocated \$100,000.00 in the 2024 operating budget for technology updates to the Police Department's Mobile Command & Community Outreach Vehicle; and

WHEREAS, section 12-11 of the City's Municipal Code allows for waiver of formal bidding processes when the purchase is from only one source of supply or when standardization or compatibility is the overriding consideration.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to Section 12-11 of the Oshkosh Municipal Code to enter into an appropriate agreement for the purchase of technology updates with:

LDV CUSTOM SPECIALTY VEHICLES
180 Industrial Drive
Burlington, WI, 53105

Total: \$99,577.00

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for this purpose is hereby appropriated from:

Acct. No. 02240211 7210 15431 ARPA - Police - Motor Vehicles



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-452 Approve Cooperative Purchase of Radios and Components from Motorola Solutions, Inc. for Police Department (\$82,360.11)

BACKGROUND

At their November 23, 2021, meeting (Resolution 21-583) the Common Council appropriated ARPA funds of \$1,889,400.00 to replace police and fire radios planned in the 2022 CIP for specific projects. Since that time, both the Police and Fire Departments have been able to replace and upgrade various necessary radios and components for their systems. The Police Department has identified a need for an additional ten mobile squad radios due to the creation of their one-on-one take-home car program and three additional portable radios for their community service officers (CSO's) and parking control officers (PCO's) inventory.

ANALYSIS

Working with the Police Department, Purchasing identified a National Association of State Procurement Officials (NASPO) cooperative contract with Motorola Solutions, Inc. (Contract Number #505-ENT-O16-SAFETYCOMM-05) to acquire radios meeting the needs noted above. Purchasing has confirmed this contract qualifies as cooperative purchasing exception to our purchasing ordinance.

FISCAL IMPACT

Police and Finance have confirmed there is a fund balance of approximately \$83,000.00 in the radio replacement allocation. This cooperative purchase of the radios noted above will have a total fiscal impact of \$82,360.11. Utilizing this contract, the city will save approximately 26% (\$29,192.55) off list price. Funding for this purchase will be charged to A/N#: 02240211 7212 15131 (Police Radios- ARPA- LOSS REVENUE/CIP- 2021).

RECOMMENDATION

Section 12-15 of the Municipal Code provides that, subject to approval of the City Manager, cooperative purchases pursuant to a contract with any other local, state or federal governmental unit or agency may be made without following a competitive bidding or quotation process. In accordance with Section 12-15 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve this cooperative purchase from Motorola Solutions, Inc. 1309 E. Algonquin Road, Schaumburg, IL, 60196, for \$82,360.11. If there are any questions about this purchase, please contact me or Police Chief Dean Smith.

Attachments

RES 24-452

08/14/2024

24-452

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE COOPERATIVE PURCHASE OF RADIOS AND COMPONENTS FROM MOTOROLA SOLUTIONS, INC. FOR POLICE DEPARTMENT (\$82,360.11)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the Common Council appropriated ARPA funds of \$1,889,400.00 to replace police and fire radios planned in the 2022 CIP for specific projects; and

WHEREAS, the Police Department has identified a need for an additional ten mobile squad radios and three additional portable radios; and

WHEREAS, by participating through the State of Wisconsin Cooperative Purchase program, staff was able to obtain a more competitive price for the radios which will be compatible with other law enforcement and fire agencies; and

WHEREAS, section 12-15 of the City of Oshkosh Municipal Code provides that purchases may be done without the use of formal sealed quotations or bids pursuant to a contract with any other local, state or federal governmental unit or agency; and

WHEREAS, Motorola Solutions Inc. holds the State of Wisconsin Department of Administration contract (#505-ENT-O16-SAFETYCOMM-05) for public safety communication equipment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to Section 12-15 of the Oshkosh Municipal Code to purchase the above mentioned radios from:

MOTOROLA SOLUTIONS, INC.
1309 E. Algonquin Road
Schaumburg, IL 60196

Total: \$82,360.11

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for this purpose is hereby appropriated from:

Acct. No. 02240211 7212 15131 Police Radios- ARPA- LOSS REVENUE/CIP- 2021



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-453 Approve Waiver of Purchasing Requirements for Personal Protective Equipment for the Fire Department

BACKGROUND

The Fire Department has identified the need to replace a portion of its personal protective equipment (PPE). The Common Council allocated \$166,200.00 in the 2024 CIP for this project. Personal protective equipment is an ensemble intended to protect firefighters from radiant and thermal exposure. PPE must meet standards for safety while allowing for dexterity and comfort. Personal protective equipment is a potentially lifesaving piece of equipment that has mission-critical performance requirements. While the City of Oshkosh Municipal Code requires that all purchases, services, supplies, materials and equipment in excess of \$25,000 be competitively bid, due to the specific needs of the department and the implications of life safety, staff believes that the process of utilizing a staff selection and specification committee would be a better approach for this purchase to ensure that the Fire Department's operational needs for personal protective equipment are addressed.

ANALYSIS

Staff recommends the Common Council waive the City's purchasing requirements to enact this approach. Once personal protective equipment has been selected and recommended, Purchasing will review the purchasing options with the vendor to ensure the best price on the specific system is achieved. The final purchase will then be brought forward before the Common Council for approval.

FISCAL IMPACT

The Common Council allocated \$166,200 in the 2024 CIP for this project. There is no fiscal impact at this time.

RECOMMENDATION

We recommend that the Council waive the purchasing requirements of Section 12-10 of the Oshkosh Municipal Code to allow a committee to review and select personal protective equipment that is best suited to the operational needs and budgetary requirements of the Fire Department. Please direct any questions on this matter to Fire Chief Mike Stanley.

Attachments

RES 24-453

08/14/2024

24-453

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE WAIVER OF PURCHASING REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh Municipal Code generally requires that all purchases of services, supplies, materials and equipment in excess of \$25,000 be competitively bid unless such purchases meet one of the specific exceptions listed within the Code; and

WHEREAS, the Oshkosh Fire Department desires to purchase personal protective equipment; and

WHEREAS, the Common Council allocated \$166,200.00 in the 2024 CIP for this project; and

WHEREAS, while such equipment may be subject to competitive bidding, the Fire Department believes that the process of utilizing a staff selection and specification committee would be the best approach for purchase of personal protective equipment to ensure that the Fire Department's operational needs for personal protective equipment are addressed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the request for waiver of the formal bidding requirements of Section 12-10 of the Oshkosh Municipal Code is hereby approved and the purchasing division is hereby authorized to work with the Fire Department to review and select personal protective equipment that are best suited to the operational needs and budgetary requirements of the Oshkosh Fire Department.



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-454 Approve Purchase of Holmatro Extrication Tools from Jefferson Fire & Safety for Fire Department (\$49,302.10)

BACKGROUND

At their June 25, 2024, meeting (Resolution 24-340), the Common Council allocated an additional \$138,225.00 for the purchase of the 2024 Aerial Fire Apparatus. The new truck is expected to be delivered to the Fire Department in August 2024. Fire Department staff have confirmed a portion of these additional funds will be used to outfit the new truck with Holmatro tools and components, which are now standardized on their fire apparatus.

ANALYSIS

Fire Department staff have confirmed Jefferson Fire & Safety is the sole factory authorized source of Holmatro Rescue Equipment for the State of Wisconsin. Fire Department staff secured a proposal from Jefferson Fire & Safety for the Holmatro tools necessary to complete the new fire truck. Purchasing has confirmed this purchase is in accordance with Section 12-11 (sole source/standardization exception) of the Municipal Code.

FISCAL IMPACT

The cost for the Holmatro tools and components from Jefferson Fire & Safety is \$49,302.10 and will be charged to A/N#: 0323 0230 7210 66001 (Fire- Apparatus- Engines Pmprs). Finance and the Fire Department have confirmed there are sufficient funds in this account for this purchase.

RECOMMENDATION

Section 12-11 of the Municipal Code provides that, subject to approval of the City Manager, purchases may be made without following a formal competitive bidding process when the purchase is from only one source of supply or when standardization or compatibility is the overriding consideration. In accordance with Section 12-11 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve this purchase from Jefferson Fire & Safety, 7620 Donna Drive, Middleton, WI 53562 for the amount of \$49,302.10.

Attachments

RES 24-454

08/14/2024

24-454

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE PURCHASE OF HOLMATRO EXTRICATION TOOLS FROM JEFFERSON FIRE & SAFETY FOR FIRE DEPARTMENT (\$49,302.10)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the Common Council allocated an additional \$138,225.00 for the purchase of the 2024 Aerial Fire Apparatus; and

WHEREAS, the new truck is expected to be delivered to the Fire Department in August, 2024 and a portion of these additional funds will be used to outfit the new truck with Holmatro tools and components; and

WHEREAS, purchasing Holmatro equipment would ensure standardization of the tools for fire department personnel; and

WHEREAS, Jefferson Fire & Safety, Inc. is the only factory authorized sales and services distributor for Holmatro rescue equipment in the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to Section 12-11 of the Oshkosh Municipal Code to purchase the new Holmatro Vehicle Extraction unit from:

JEFFERSON FIRE & SAFETY INC.
7620 Donna Drive
Middleton, WI 53562

Total: \$49,302.10

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for this purpose is hereby appropriated from:

Acct. No. 0323 0230 7210 66001 Fire- Apparatus- Engines Pmprs



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-455 Approve Cooperative Purchase of Two Dump Truck Chassis from Ewald Automotive Group, LLC for Parks Department (\$110,534.50)

BACKGROUND

The Common Council allocated \$184,000.00 in the 2024 CIP for the purchase of two dump trucks for the Parks Department. The first new dump truck will replace cemetery van Unit 409 and will be used for hauling materials from excavating and other cemetery duties. Unit 409 is an E150 Ford Econoline that was primarily used to transport inmate crew for cemetery duties, which is no longer necessary. The dump truck will be much more efficient and effective for cemetery duties. The second new dump truck will replace dump truck Unit 412 and will be used for snow removal and equipment/material handling for Parks and Landscape Operations. Unit 412 is fueled by CNG and provides inadequate fuel economy and insufficient power performance for operational efficiency. This memo seeks Council approval of the purchase of the two truck chassis' for these dump trucks pursuant to the cooperative purchase exception to our purchasing ordinance. Purchasing will be soliciting a bid for the two truck bodies to be installed onto these chassis in the near future.

ANALYSIS

Purchasing confirmed Ewald Automotive Group, LLC holds a State of Wisconsin cooperative contract (#505ENT-M24-VEHICLES-06) for these vehicles. By using the cooperative contracts for these vehicles, the city will save a total of \$14,566.00 (11.64%) off list price and secure these vehicles in 2024 dealer allocations, avoiding additional manufacturer delays. Purchasing has confirmed this contract qualifies as cooperative purchasing exception to our purchasing ordinance.

FISCAL IMPACT

The total fiscal impact of these two truck chassis via the State of Wisconsin cooperative contract is \$110,534.50. A total of \$184,000.00 was allocated for these dump trucks. This purchase will be charged to A/N# 0224 0610 7210 1531 (Motor Vehicles- ARPA-Loss Rev/CIP/2024). The remaining balance will be used to purchase the truck bodies necessary to complete these units. The vehicles being replaced will be disposed of at auction.

RECOMMENDATION

Section 12-15 of the Municipal Code provides that, subject to approval of the City Manager, cooperative purchases pursuant to a contract with any other local, state or federal governmental unit or agency may be made without following a competitive bidding or quotation process. In accordance with Section 12-15 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve this cooperative purchase of the vehicles noted above from Ewald Automotive Group, LLC, N48 W36833 E Wisconsin Ave, Oconomowoc, WI 53066, for \$110,534.50. If there are any questions about this purchase, please contact me or Parks Director Ray Maurer.

Attachments

Res 24-455

PURPOSE: APPROVE COOPERATIVE PURCHASES OF TWO DUMP TRUCK CHASSIS FROM EWALD AUTOMOTIVE FOR PARKS DEPARTMENT (\$110,534.50)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the Common Council allocated funds in the 2024 CIP for the purchase of two dump trucks for the Parks Department; and

WHEREAS, by participating through the State of Wisconsin Cooperative Purchase program, staff was able to obtain a more competitive price; and

WHEREAS, section 12-15 of the City of Oshkosh Municipal Code provides that purchases may be done without the use of formal sealed quotations or bids pursuant to a contract with any other local, state or federal governmental unit or agency; and

WHEREAS, Ewald Automotive Group holds the State of Wisconsin cooperative contract (#505ENT-M24-VEHICLES-06) for Ford Vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to Section 12-15 of the Oshkosh Municipal Code to purchase the vehicles from:

EWALD AUTOMOTIVE GROUP, LLC
N48 W36833 E Wisconsin Ave
Oconomowoc, WI 53066

Total: \$110,534.50

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for this purpose is hereby appropriated from:

Acct. No. 0224 0610 7210 1531 Motor Vehicles- ARPA-Loss Rev/CIP/2024



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-456 Award Bid to B&P Mechanical Inc. for Seniors Center North Roof Top Unit Replacement for General Services (\$49,850.00)

BACKGROUND

The Facilities Maintenance Division works closely with our HVAC consultant to regularly monitor, update and prioritize the annual HVAC replacement schedule for our building's HVAC equipment. The 2024 CIP Roofing/HVAC CIP has been allocated \$600,000.00. The rooftop unit on the Seniors Center North building is circa 2002 and, due to its age and condition, is well beyond ASHRAE's (American Society of Heating, Refrigerating and Air-Conditioning Engineers) recommended service life of 15 years. As such, this unit is a top priority in the HVAC replacement schedule. The new unit will be more energy efficient, more reliable, and will provide energy savings as new unit efficiencies are required by the International Energy Code v. 2015. The new unit will have modulated cooling capacity, as opposed to the old unit that did not. The new unit will have a full economizer sequence of operations which will take advantage of using fresh air as opposed to mechanical cooling where the old unit did not. These items alone can result in up to 50% savings on energy costs throughout the year in Wisconsin. Fox Valley MEP, Inc. was engaged to provide design services, bid specifications and construction oversight for this project. The new unit is expected to be installed by late October of this year.

ANALYSIS

Working with Fox Valley MEP, Inc. and Facilities Maintenance staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Onvia Demandstar. Bids were due August 1, 2024. The bid tab is attached. The low bid from B&P Mechanical, Inc. met all the minimum bid requirements.

FISCAL IMPACT

The fiscal impact of this bid is \$49,850.00. This bid, added to Fox Valley MEP, Inc's engineering fee of \$8,000.00, brings the total fiscal impact of this project to \$57,850.00. This project will be charged to A/N#: 0323 0130 7214 63035 (Buildings & Building Improvements- HVAC/Roofing Replacement Program). The 2024 Roofing/HVAC CIP was allocated \$600,000.00 and there are sufficient funds in this account for this purchase.

RECOMMENDATION

Purchasing recommends the Common Council award this bid to B&P Mechanical, Inc. for \$49,850.00.

Attachments

RES 24-456
Bid Tab OSC N RTU 8-14-24

08/14/2024

24-456

RESOLUTION

CARRIED

7-0

PURPOSE: AWARD BID TO B&P MECHANICAL INC. FOR SENIORS CENTER NORTH ROOF TOP UNIT REPLACEMENT FOR GENERAL SERVICES (\$49,850.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for Seniors Center North Roof Top Unit Replacement for General Services; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

B&P MECHANICAL, INC.
3200 W Highview Dr.
Appleton, WI 54914

Total Bid: \$49,850.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the said bid is hereby accepted and the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same, all according to plans, specifications, and bid on file. Money for this purpose is hereby appropriated from:

Acct. No.

0323 0130 7214 63035 Buildings & Building Improvements- HVAC/Roofing Replacement Program



BID TAB
ROOF TOP UNIT REPLACEMENT – SENIORS CENTER NORTH
THURSDAY AUGUST 1, 2024 10:00 A.M.

BIDDER	BID	PREQUAL	BID BOND
Mechanical Inc dba Helm Service S84 W18852 Enterprise Dr Muskego WI 53150	\$76,241.00	YES	YES
Southport Engineered Systems LLC 1343 S 27 th St Caledonia WI 53108	\$60,780.00	YES	YES
August Winters and Sons Inc 2323 N Roemer Rd Appleton WI 54911	\$50,870.00	YES	YES
B & P Mechanical Inc 3200 W Highview Dr Appleton WI 54914	\$49,850.00	YES	YES
Wisconsin Mechanical Solutions LLC 1045 Indianhead Dr Mosinee WI 54455	\$74,999.00	YES	YES



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-457 Award Bid to August Winters and Sons Inc. for Public Museum Boiler Replacement for General Services (\$85,282.00)

BACKGROUND

The Facilities Maintenance Division works closely with our HVAC consultant to regularly monitor, update and prioritize the annual HVAC replacement schedule for our building's HVAC equipment. The Public Museum has two boilers serving the HVAC system. The Peerless boiler was manufactured and installed in 1994. When the boiler was installed, it was 78% efficient. Per ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) and ASME (American Society of Mechanical Engineers), a boiler loses approximately 5% efficiency in its first 10 years of use, and 10% efficiency per subsequent year after the initial 10. As the boiler is currently 30 years old, it is assumed that the operational efficiency of this boiler is approximately 53%. Due to its age and condition, the boiler is well beyond ASHRAE's recommended service life. As such, this unit is a top priority in the HVAC replacement schedule. A new unit will be more energy efficient and will be approximately 88% efficient vs 53%. The actual energy savings are contingent on the weather, but are expected to provide the Museum with substantial utility savings. The new unit will also qualify for rebates from the Focus on Energy program. The City applied for and received a federal Energy Efficiency and Conservation Block Grant (EECBG) equipment voucher that will cover all costs associated with this project. Fox Valley MEP, Inc. was engaged to provide design services, bid specifications and construction oversight for this project. The new unit is expected to be installed by November 2024.

ANALYSIS

Working with Fox Valley MEP, Inc. and Facilities Maintenance staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Onvia Demandstar. Bids were due August 1, 2024. The bid tab is attached. The low bid from August Winters and Sons Inc. met all the minimum bid requirements.

FISCAL IMPACT

The fiscal impact of this bid is \$85,282.00. This bid, added to Fox Valley MEP, Inc.'s engineering fee of \$6,000.00, brings the total fiscal impact of this project to \$91,282.00. This project will be charged to A/N#: 0323 0130 7214 63035 (Buildings & Building Improvements- HVAC/Roofing Replacement Program) and will be reimbursed 100% from the EECBG equipment voucher.

RECOMMENDATION

Purchasing recommends the Common Council award this bid to August Winters and Sons Inc. for \$85,282.00.

Attachments

Res 24-457
Bid Tab OPM Boiler Replacement 8-14-24

PURPOSE: AWARD BID TO AUGUST WINTERS AND SONS INC. FOR PUBLIC MUSEUM BOILER REPLACEMENT FOR GENERAL SERVICES (\$85,282.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for Public Museum Boiler Replacement for General Services; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

AUGUST WINTER & SONS, INC.
2323 N. Roemer Rd
Appleton, WI 54911

Total Bid: \$85,282.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the said bid is hereby accepted and the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same, all according to plans, specifications, and bid on file. Money for this purpose is hereby appropriated from:

Acct. No.
0323 0130 7214 63035 Buildings & Building Improvements- HVAC/Roofing Replacement Program



BID TAB
BOILER REPLACEMENT – OSHKOSH PUBLIC MUSEUM
THURSDAY AUGUST 1, 2024 11:00 A.M.

BIDDER	BID	ADDENDUM 1 OF 1	PREQUAL	BID BOND
August Winters and Sons Inc 2323 N Roemer Rd Appleton WI 54911	\$85,282.00	YES	YES	YES
Wisconsin Mechanical Solutions LLC 1045 Indianhead Dr Mosinee WI 54455	\$137,699.00	YES	YES	YES
Mechanical Inc dba Helm Group S84 W18852 Enterprise Dr Muskego WI 53150	\$90,690.00	YES	YES	YES
B & P Mechanical Inc 3200 W Highview Dr Appleton WI 54914	\$99,475.00	YES	YES	YES
Gartman Mechanical Inc 520 W South Park Ave Oshkosh WI 54902	\$89,890.00	YES	YES	YES



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-458 Approve Cooperative Purchase of Cellular Phone Service from T-Mobile for Information Technology Division (\$109,500.00 annually)

BACKGROUND

Since June 2019, the City has utilized Verizon Wireless under the State of Wisconsin's Cooperative Purchasing program for cellular phone service. After five years, the Information Technology (IT) Division felt it would be prudent to compare our current plan and costs with all the authorized cellular phone provider plans on the State's cooperative purchasing program to ensure we are achieving the best savings possible for this service.

ANALYSIS

IT conducted comparisons of a model "high" month of the City's current cellular phone service usage and other needs against the plan offerings of the State's authorized cellular phone service providers. This analysis concluded the "T-Mobile for Government" plan (NASPO ValuePoint Cooperative Purchasing Contract Master Agreement MA176-1) met all of our service needs and, most importantly, by comparing the past year's Verizon usage against the T-Mobile for Government rates for both service and hardware, was the most cost competitive. With T-Mobile's rates, the City is expected to realize an estimated \$34,000 per year savings. Purchasing has confirmed this contract qualifies as cooperative purchasing exception to our purchasing ordinance.

FISCAL IMPACT

Using the City's 2023 cellular phone usage as a sample year and applied to the T-Mobile for Government authorized cellular phone provider plan, the estimated annual fiscal impact of this service will be approximately \$109,500. This plan is a month-to-month program with no term commitment. IT expects the plan conversion will take place within the next 8--10 weeks and all phone numbers will remain the same. These services are budgeted annually within each applicable department's telephone accounts (6454).

RECOMMENDATION

Section 12-15 of the Municipal Code provides that, subject to approval of the City Manager, cooperative purchases pursuant to a contract with any other local, state or federal governmental unit or agency may be made without following a competitive bidding or quotation process. In accordance with Section 12-15 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve this cooperative purchase from T-Mobile, 12920 SE 38th St, Bellevue, WA 98006. If there are any questions about this purchase, please contact me or Information Technology Manager Tony Neumann.

Attachments

Res 24-458

PURPOSE: APPROVE COOPERATIVE PURCHASE OF CELLULAR PHONE SERVICE FROM T-MOBILE FOR INFORMATION TECHNOLOGY DIVISION (\$109,500.00 ANNUALLY)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the Information Technology (IT) Division is replacing cellular phone service from Verizon to T-Mobile through a cooperative purchase program "T-Mobile for Government"; and

WHEREAS, by participating with T-Mobile for government rates, staff was able to obtain a more competitive rate; and

WHEREAS, section 12-15 of the City of Oshkosh Municipal Code provides that purchases may be done without the use of formal sealed quotations or bids pursuant to a contract with any other local, state or federal governmental unit or agency; and

WHEREAS, T-Mobile holds the State's Administration contract (#NASPO ValuePoint Cooperative Purchasing Contract Master Agreement MA176-1) for the state's authorized cellular phone service providers.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to section 12-15 of the Oshkosh Municipal Code to enter into a month-to-month agreement with the following entity for the provision of cellular phone service:

T-MOBILE
12920 SE 38th St
Bellevue, WA 98006

Estimated Annual Total: \$109,500.00

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for the monthly payments will be appropriated from each applicable department's telephone accounts that end in 6454.



TO: Honorable Mayor and Members of the Common Council
FROM: Kathy Snell, Special Events Coordinator
DATE: August 14, 2024
SUBJECT: Res 24-459 Approve Amended Special Event - JJetpack Creative to Utilize the Leach Amphitheater for the Valley Vinyl Music Festival, October 12, 2024

Attachments

RES 24-459
Valley Vinyl Music Festival Attachment - Amended

08/13/2024

24-459

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE AMENDED SPECIAL EVENT - JJETPACK CREATIVE TO UTILIZE THE LEACH AMPHITHEATER FOR THE VALLEY VINYL MUSIC FESTIVAL, OCTOBER 12, 2024

INITIATED BY: CITY ADMINISTRATION

WHEREAS, JJetpack Creative has amended the Special Event Permit application for the Valley Vinyl Music Festival previously scheduled for September 28, 2024, to be held on October 12, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that approval is granted to JJetpack Creative (Johnathon Jungwirth) to utilize the Leach Amphitheater on Saturday, October 12, 2024 (event time 3:00 p.m. to 11:00 p.m.), for the Valley Vinyl Music Festival, in accordance with the municipal code and the attached application, with the following exceptions/conditions:

- A. \$5,000 cash down payment received on/or before August 31, 2024 for approximately 50% estimated extraordinary services fees
- B.
- C.

BE IT FURTHER RESOLVED that as a condition of approval, the Event Organizer shall pay the City's actual costs for extraordinary services. Approval of this request shall not be interpreted as approval to conduct the event during any period of emergency order or declaration prohibiting such an event. Approval of this event shall not be interpreted to supersede any emergency order or declaration applicable to such an event and all events shall remain subject to all applicable ordinances, orders, declarations and requirements for public gatherings.

Cost Estimates

Police Department

Staffing \$7,686.24 (preliminary estimate includes dedicated staff hours for 2 CSOs for 2 hrs. each, 12 officers for 7 hrs., and 8 Supervisor hrs.)

Fire Department

Staffing \$1,226.10 (preliminary estimate includes dedicated paramedic crew for 7.5 hrs)
Equipment / Vehicle \$362.40 (preliminary estimate includes dedicated ambulance for 7.5 hrs.)



Date Filed: 4/8/24
 Application Fee Paid: INV

SPECIAL EVENT PERMIT APPLICATION

Application fees are \$25 for a single day event or \$35 for a multi-day event

GENERAL INFORMATION							
Official Name of Event: Valley Vinyl Music Festival							
Start Date: 09-28-2024 10/12/24				End Date: 09-28-2024 10/12/24			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME						9am	
START TIME						5pm	
END TIME						11pm	
CLEAN UP TIME						12pm	
LOCATION OF THE EVENT							
City Park:							
Public Property (list street(s), building(s), etc.)							
County Park / Property:							
City Park:							
Other: Leach Amphitheater							
ORGANIZATION SPONSOR							
Name: JJetpack Creative							
Address: 667 W 8th Avenue							
City: Oshkosh			State: WI			Zip: 54902	
<input type="checkbox"/> Check this box if this organization is tax exempt (a copy of Wisconsin Sales & Use Tax Exempt form is required)							



TO: Honorable Mayor and Members of the Common Council
FROM: Diane Bartlett, City Clerk
DATE: August 14, 2024
SUBJECT: Res 24-460 Approve Special Class "B" Licenses

Attachments

Res 24-460

PURPOSE: APPROVE SPECIAL CLASS "B" LICENSES

INITIATED BY: CITY CLERK

WHEREAS, an application and all required documentation for a license has been submitted, fees deposited, and all reviews required by city ordinance have been completed; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the following licenses be granted subject to satisfaction of such conditions; and subject to the fulfillment of any further conditions imposed by State Statute for issuance of such license:

SPECIAL CLASS "B" LICENSES

ORGANIZATION, EVENT NAME, DATE, TIME, LOCATION, AND PERSON IN CHARGE:

Winnebago County Fair Association

Event Name: Mexican Rodeo

August 17, 2024, from 12:00 pm to 11:59 pm

Location: Sunnyview Expo / Covered Arena, 500 E County Rd Y, Oshkosh, WI 54901

Person in Charge: Michel J Domke

Oshkosh Area Community Foundation

Event Name: Greater Valley Mini-open

August 22, 2024, from 4:00 pm to 6:00 pm

Location: Aquire Restoration, Inc., 2625 S Washburn, Oshkosh, WI 54901

Person in Charge: Ian M Wengle



TO: Members of the Common Council
FROM: Matt Mugerauer, Mayor
DATE: August 14, 2024
SUBJECT: Res 24-461 Remove Diversity, Equity & Inclusion Committee Member (Egal)

BACKGROUND

Saida Egal was appointed to the Diversity, Equity & Inclusion (DEI) Committee in June 2022 for a term expiring on May 31, 2025. Ms. Egal has not attended a DEI Committee meeting since March 2023 and has generally not contacted board members or staff, despite numerous attempts to contact Ms. Egal.

ANALYSIS

Vacancies and removal of Board and Commission members are governed by Wisconsin Statutes. Section 17.03 of the Wisconsin Statutes provides that vacancies are caused by death, resignation, removal, or non-residency when residency is a requirement.

Section 17.12 of the Wisconsin Statutes provides a method for the removal of an appointed City official, such as a Committee member, by the Common Council. In this case, because the appointment is made by the Council upon recommendation of the Mayor, the Council may remove the person with or without cause. Cause is defined by the Statutes as inefficiency, neglect of duty, official misconduct, or malfeasance in office.

Because of Ms. Egal's repeated failure to attend meetings and her failure to respond to inquiries regarding service on the DEI Committee, this behavior qualifies as a neglect of duty, for which removal is warranted.

RECOMMENDATION

I recommend that the Common Council remove Saida Egal from the Diversity, Equity & Inclusion Committee.

Attachments

Res 24-461

PURPOSE: REMOVE DIVERSITY, EQUITY & INCLUSION COMMITTEE MEMBER

INITIATED BY: MAYOR MATT MUGERAUER

WHEREAS, Saida Egal was appointed to the Diversity, Equity & Inclusion (DEI) Committee on June 1, 2022 for a term expiring on May 31, 2025; and

WHEREAS, Ms. Egal has not attended any DEI Committee meetings since March 2023 and has generally not contacted committee members or staff, despite numerous attempts to contact Ms. Egal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that Saida Egal is hereby removed from the Diversity, Equity & Inclusion Committee.



TO: Members of the Common Council
FROM: Matt Mugerauer, Mayor
DATE: August 14, 2024
SUBJECT: Res 24-462 Remove Diversity, Equity & Inclusion Committee Member (Pishler)

BACKGROUND

Alex Pishler was appointed to the Diversity, Equity & Inclusion (DEI) Committee in June 2022. His appointment was renewed on May 23, 2023, effective June 1, 2023, for a term expiring on May 31, 2025. Mr. Pishler has not attended a DEI Committee meeting since April 2023 and has generally not contacted board members or staff, despite numerous attempts to contact Mr. Pishler.

ANALYSIS

Vacancies and removal of Board and Commission members are governed by Wisconsin Statutes. Section 17.03 of the Wisconsin Statutes provides that vacancies are caused by death, resignation, removal, or non-residency when residency is a requirement.

Section 17.12 of the Wisconsin Statutes provides a method for the removal of an appointed City official, such as a Committee member, by the Common Council. In this case, because the appointment is made by the Council upon recommendation of the Mayor, the Council may remove the person with or without cause. Cause is defined by the Statutes as inefficiency, neglect of duty, official misconduct, or malfeasance in office.

Because of Mr. Pishler's repeated failure to attend meetings and his failure to respond to inquiries regarding service on the DEI Committee, this behavior qualifies as a neglect of duty, for which removal is warranted.

RECOMMENDATION

I recommend that the Common Council remove Alex Pishler from the Diversity, Equity & Inclusion Committee.

Attachments

RES 24-462

8/14/2024

24-462

RESOLUTION

CARRIED

7-0

PURPOSE: REMOVE DIVERSITY, EQUITY & INCLUSION COMMITTEE MEMBER

INITIATED BY: MAYOR MATT MUGERAUER

WHEREAS, Alex Pishler was appointed to the Diversity, Equity & Inclusion (DEI) Committee on October 11, 2022; and

WHEREAS, Mr. Pishler's appointment was renewed on May 23, 2023, effective June 1, 2023, for a term expiring on May 31, 2025; and

WHEREAS, Mr. Pishler has not attended any DEI Committee meetings since April 2023 and has generally not contacted committee members or staff, despite numerous attempts to contact Mr. Pishler.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that Alex Pishler is hereby removed from the Diversity, Equity & Inclusion Committee.



TO: Members of the Common Council
FROM: Matt Mugerauer, Mayor
DATE: August 14, 2024
SUBJECT: Res 24-463 Approve Appointments to the Following Boards and Commissions: Board of Zoning Appeals; Diversity, Equity, and Inclusion (DEI) Committee; Plan Commission; and Sustainability Advisory Board

BACKGROUND

In accordance with Section 2-11(l) of the City of Oshkosh Municipal Code, the Mayor shall have the authority to appoint, subject to Council approval, members to the various Boards and Commissions within the City. As vacancies to the City's Boards and Commissions currently exist, the Mayor makes the appointments listed below for consideration by the Common Council.

RECOMMENDATION

The Mayor recommends that the Common Council approve the appointment listed below:

Board of Zoning Appeals

Devin Heinz, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Diversity, Equity, and Inclusion Committee

Amanda Kramp, moving from Alternate 2 to Seat 1, effective 8/15/2024, term expiring 5/31/2026

Elizabeth Swartz, appointed to Seat 3, effective 8/15/2024, term expiring 5/31/2025

Lisa Knaack, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Plan Commission

Joshua Belville, appointed to Seat 1, effective 8/15/2024, term expiring 5/31/2027

Sustainability Advisory Board

Jaden Zurn, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Attachments

RES 24-463
Board of Zoning Appeals_Heinz
DEI Committee_Knaack
DEI Committee_Swartz
Plan Commission_Belville
SAB_Zurn

8/14/2024

24-463

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE APPOINTMENTS TO THE FOLLOWING BOARDS AND COMMISSIONS:

BOARD OF ZONING APPEALS
DIVERSITY, EQUITY, AND INCLUSION (DEI) COMMITTEE
PLAN COMMISSION
SUSTAINABILITY ADVISORY BOARD

INITIATED BY: MAYOR MATT MUGERAUER

WHEREAS, in accordance with Section 2-11(l) of the City of Oshkosh Municipal Code, the Mayor shall have the authority to appoint, subject to Council approval, members to the various Boards and Commissions within the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the appointments to the various boards and commissions are made by Mayor Matt Mugerauer, as listed below, and are hereby approved:

Board of Zoning Appeals

Devin Heinz, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Diversity, Equity, and Inclusion (DEI) Committee

Amanda Kramp, moving from Alternate 2 to Seat 1, effective 8/15/2024, term expiring 5/31/2026

Elizabeth Swartz, appointed to Seat 3, effective 8/15/2024, term expiring 5/31/2025

Lisa Knaack, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Plan Commission

Joshua Belville, appointed to Seat 1, effective 8/15/2024, term expiring 5/31/2027

Sustainability Advisory Board

Jaden Zurn, appointed to Alternate 1, effective 8/15/2024, term expiring 5/31/2025

Zuercher, Kami

From: City of Oshkosh Board/Commission Background Questionnaire
<DoNotReply@oshkoshwi.gov>
Sent: Tuesday, July 30, 2024 9:14 PM
To: Zuercher, Kami
Subject: City of Oshkosh Board/Commission Background Questionnaire

City of Oshkosh Board/Commission Background Questionnaire

Date: 7/30/2024 9:14:12 PM

Board/Commission	Board of Zoning Appeals (Alternate 1)
Name (Last, First, Middle)	Devin Heinz
Address	208 Osceola St. #470
City State Zip	Oshkosh, Wisconsin 54901
Employer	University of Wisconsin Oshkosh
Occupation:	Undergraduate Student
18 Years of Age or Older	Yes
Home Phone	(920) 420-9566
Business Phone	(920) 420-9566
Email Address	Heinzd96@uwosh.edu
Cell Phone	
Currently reside/live within the Oshkosh City Limits?	Yes
Number of Years:	8
Education:	University of Wisconsin Oshkosh 12/2024 Major: Political Science Minors: Civic Engagement and Law & Policy
Do you have any relatives in the service of any department of the City of Oshkosh? (Yes/No):	No
List name, department and relationship:	N/A
List any potential conflicts of interest:	N/A
List City boards, commissions or committees on which you have served:	Years:
Board of Review	1

What previous education, experience, training, or other special qualification from your background do you feel qualifies you for the position(s) you are interested in?

I have been in several leadership roles that I believe have prepared me to effectively serve on the Board of Zoning Appeals. My two years in student government at UW Oshkosh (UWO) has given me experience in representing ~9,000 students. My greatest accomplishment in this position was rebooting the Titan Discount Program which partners with businesses both big and small to alleviate some of the peripheral costs of attending UWO. Another experience that I believe prepares me to serve is my time on the Board of Review. While I was an alternate member, I was called upon to vote in most of the appeals brought before the board due to scheduling conflicts for other members.

If selected, how would you work towards bettering the community through service on the Board/Commission?

It is my intention to serve on the Board of Zoning Appeals by being an alternate member that attends meetings and is ready to serve as a voting member at any given moment. Much like my time on the Board of Review, I will learn as much as I can as quickly as I can in order to be a positive contribution during meetings.

Zuercher, Kami

From: City of Oshkosh Board/Commission Background Questionnaire
<DoNotReply@oshkoshwi.gov>
Sent: Thursday, May 16, 2024 4:34 PM
To: Zuercher, Kami
Subject: City of Oshkosh Board/Commission Background Questionnaire

City of Oshkosh Board/Commission Background Questionnaire

Date:5/16/2024 4:34:25 PM

Board/Commission	DEI COMMITTEE
Name (Last, First, Middle) Address City State Zip	Lisa J Knaack 411 Hawk St Oshkosh WI 54902
Employer Occupation:	Capital Credit Union Member service rep/lender
18 Years of Age or Older	Yes
Home Phone	(920)379-9638
Business Phone	(920)494-4541
Email Address	lisam2904@gmail.com
Cell Phone	(920)379-9638
Currently reside/live within the Oshkosh City Limits?	Yes
Number of Years:	33
Education:	HS graduate, 2yrs of college at UW-O
Do you have any relatives in the service of any department of the City of Oshkosh? (Yes/No):	No
List name, department and relationship:	
List any potential conflicts of interest:	
List City boards, commissions or committees on which you have served:	Years:
What previous education, experience, training, or other special qualification from your background	I served 2 yrs as co-chair of the Prism DEI group at Capital Credit Union, which was the launching of the network resource group

do you feel qualifies you for the position(s) you are interested in?	to make our credit union more inclusive to lgbtq+ employees, families & allies.
If selected, how would you work towards bettering the community through service on the Board/Commission?	Working with other board members to come up with & implement ideas to make Oshkosh more inclusive.

Zuercher, Kami

From: City of Oshkosh Board/Commission Background Questionnaire
<DoNotReply@oshkoshwi.gov>
Sent: Tuesday, July 23, 2024 9:47 PM
To: Zuercher, Kami
Subject: City of Oshkosh Board/Commission Background Questionnaire

City of Oshkosh Board/Commission Background Questionnaire

Date:7/23/2024 9:47:14 PM

Board/Commission	Diversity, Equity and Inclusion
Name (Last, First, Middle) Address City State Zip	Elizabeth Swartz 1740 Lombard ave Oshkosh, WI 54902
Employer Occupation:	Day by Day Shelter Lead Advocate
18 Years of Age or Older	Yes
Home Phone	(715)703-8115
Business Phone	(715)703-8115
Email Address	eswartz16@outlook.com
Cell Phone	(715)703-8115
Currently reside/live within the Oshkosh City Limits?	Yes
Number of Years:	5
Education:	UW-Oshkosh - Sociology (3 years)
Do you have any relatives in the service of any department of the City of Oshkosh? (Yes/No):	No
List name, department and relationship:	
List any potential conflicts of interest:	
List City boards, commissions or committees on which you have served:	Years:
What previous education, experience, training, or other special qualification from your background	While studying sociology at UW-Oshkosh, I worked as a counselor at the Central Boarding Academy with high school students from both China and South Korea for three years. I

do you feel qualifies you for the position(s) you are interested in?

have now been working full time at Day by Day Shelter as an advocate for the homeless community in Oshkosh for the past two years. I work directly with the community's most diverse and often times underserved members. I recently completed the Emotional CPR training at Solutions Recovery center. I have also completed numerous Ryan Dowd trainings, as well as being certified in QPR.

If selected, how would you work towards bettering the community through service on the Board/Commission?

As someone who has worked directly with some of Oshkosh's most diverse populations for the last five years, I would like to make sure that their voices are represented. Both my education and real life experiences could be valuable to the committee.

Zuercher, Kami

From: City of Oshkosh Board/Commission Background Questionnaire
<DoNotReply@oshkoshwi.gov>
Sent: Sunday, August 4, 2024 8:26 PM
To: Zuercher, Kami
Subject: City of Oshkosh Board/Commission Background Questionnaire

City of Oshkosh Board/Commission Background Questionnaire

Date:8/4/2024 8:26:19 PM

Board/Commission	Plan Commission
Name (Last, First, Middle)	Joshua Belville
Address	721 Washington Ave
City State Zip	Oshkosh, WI 54901
Employer	Belville & Associates Chiropractic Clinic
Occupation:	Doctor of Chiropractic
18 Years of Age or Older	Yes
Home Phone	(920) 527-9508
Business Phone	(920) 230-2525
Email Address	jbelville15@gmail.com
Cell Phone	
Currently reside/live within the Oshkosh City Limits?	Yes
Number of Years:	7
Education:	Augustana University, Sioux Falls, SD - Bachelor of Arts in Psychology Palmer College of Chiropractic, Davenport, IA - Doctor of Chiropractic
Do you have any relatives in the service of any department of the City of Oshkosh? (Yes/No):	No
List name, department and relationship:	
List any potential conflicts of interest:	
List City boards, commissions or committees on which you have served:	Years:

What previous education, experience, training, or other special qualification from your background do you feel qualifies you for the position(s) you are interested in?

My lifelong background in leadership and community involvement positions me uniquely to contribute effectively to the city of Oshkosh. Having been deeply engaged with our community and understanding its unique needs and opportunities, I bring a seasoned perspective and a commitment to enhancing our city. This experience and my passion for development equip me to drive meaningful improvements and inspire positive change in Oshkosh. My journey began in Oshkosh, where I was born and raised. My educational background includes a mix of private and public schooling, culminating in my graduation from Oshkosh West High School. Here, I honed my leadership skills as a three-sport athlete and member of the state championship basketball team. Furthering my education, I attended Augustana University in Sioux Falls, South Dakota, where I earned a Bachelor's Degree in Psychology. My time at Augustana was marked by active participation in leadership roles. As the Augustana Men's Soccer Club president, I managed a diverse team, organized practices, meetings, and travel, and collaborated with the student government for funding. Additionally, my role as co-governor of the Union Board of Governors saw me manage a significant budget and coordinate numerous campus events, enriching the student experience. My commitment to community service was further demonstrated through an internship at Children's Inn, where I provided direct support to domestic violence and sexual assault victims, reinforcing my dedication to helping those in need. After Augustana, I pursued a Doctorate at Palmer College of Chiropractic in Davenport, Iowa. This period enhanced my problem-solving and listening skills through academic and extracurricular activities, including participation in chiropractic clubs and conferences. Returning to Oshkosh, I joined my family's chiropractic practice, leveraging their 40 years of experience to further my professional development. My dedication to community involvement continued as I joined the Oshkosh Civility Project's Core Team, wrote for the Oshkosh Northwestern, became a board member for Growing Oshkosh, and engaged with Propel and Leadership Oshkosh. These roles allowed me to contribute to various community projects and initiatives, furthering my commitment to civic engagement. My leadership extended to the Oshkosh Elks Club #292, where I have been an active member since 2020, participating in community investment programs. My passion for basketball also led me to coach the girl's varsity team at Valley Christian School, achieving record success and fostering leadership in young women. Lastly, I'm currently serving a second term as a Supervisor on the Winnebago County Board, representing District 19. These experiences in education, professional development, community service, and leadership uniquely qualify me for the Plan Commission. My background has equipped me with the necessary skills, knowledge, and commitment to make meaningful contributions to the City of Oshkosh.

If selected, how would you work towards bettering the community through service on the Board/Commission?

I've spent most of my life in Oshkosh, where I've witnessed its growth and change over the years. However, I've also had the chance to explore and live in other major cities, experiencing their diverse architectural styles, vibrant art scenes, and advanced infrastructure firsthand. These experiences exposed me to captivating design elements and urban innovations that enriched the lives of residents and inspired me deeply. I envision Oshkosh one day being adorned with similar gems, enhancing our community with a sense of beauty and inspiration. Joining the Plan Commission presents a valuable opportunity to shape our city's future. My focus would be on incorporating community input and maintaining high design standards to create the infrastructure that meets residents' needs and enhances their quality of life. I would also focus on environmental considerations to ensure that projects enhance our natural surroundings and contribute to the city's overall beauty. This includes green spaces and the integration of well-designed buildings, parks, roads, and sidewalks. My approach is to improve the urban environment in a balanced and practical way. Additionally, I would maintain transparency by keeping clear records of the commission's decisions and activities, fostering accountability and public trust. My goal is to guide thoughtful, sustainable growth that reflects our community's aspirations and preserves its unique character.

Zuercher, Kami

From: City of Oshkosh Board/Commission Background Questionnaire
<DoNotReply@ci.oshkosh.wi.us>
Sent: Tuesday, December 26, 2023 2:43 PM
To: Zuercher, Kami
Subject: City of Oshkosh Board/Commission Background Questionnaire

City of Oshkosh Board/Commission Background Questionnaire

Date:12/26/2023 2:43:11 PM

Board/Commission	Sustainability Advisory Board
Name (Last, First, Middle)	Jaden Zurn
Address	3709 Summerset Way Apt. 4
City State Zip	Oshkosh WI, 54901
Employer	
Occupation:	
18 Years of Age or Older	Yes
Home Phone	(262)488-3727
Business Phone	(262)488-3727
Email Address	
Cell Phone	
Currently reside/live within the Oshkosh City Limits?	Yes
Number of Years:	6
Education:	B.S. in Environmental Studies, Political Science Minor
Do you have any relatives in the service of any department of the City of Oshkosh? (Yes/No):	No
List name, department and relationship:	
List any potential conflicts of interest:	None, as far as I am aware.
List City boards, commissions or committees on which you have served:	Years:
What previous education, experience, training, or other special qualification from your background	Professional Experience UW-OSHKOSH (UWO) SUSTAINABILITY INSTITUTE SIRT Research and Operations Intern / Volunteer, Feb 2022 – Present • Generate detailed reports using campus-

do you feel qualifies you for the position(s) you are interested in?

wide data to help identify areas requiring sustainable development • Collaboratively developed UWO Heating Plant & Infrastructure Proposal to identify sustainable heating solutions. Acted as a liaison, coordinating with stakeholders, consultants, and teams. Performed comprehensive benchmarking, cost-analysis, and risk assessments. Synthesized data on economic, social, and environmental impacts, culminating in a detailed report for administrative evaluation. • Conducted UW-Oshkosh utilities analyses, assessing data across waste, transportation, fuel, and water usage. Compiled and transformed data into actionable metrics, and ensuring sustainability framework compliance. Developed tools to streamline future data analyses. WERNER ELECTRIC SUPPLY | IT Systems Analyst, 2018 – 2021 • Investigated and analyzed sociotechnical systems and processes to identify improvement opportunities • Clearly and quantitatively defined current state problems and developed plan to future state • Identified, budgeted, and implemented sustainable improvement projects within IT and throughout the company • Created actionable and digestible baseline departmental performance metrics throughout company • \$750,000 in combined DMAIC project hard savings; developed tools to minimize waste and optimize procurement Organizations & Involvement • Green Fund Member at UWO | 2021 – 2023 Reviewed student proposals and granted funds for student-led sustainability projects within the UWO community • Oshkosh Student Association Sustainability Director | 2022 – 2023 Voice of environmental, social, and economic sustainability on behalf of student body to the chancellor and administration • Climate Action Committee Representative at UWO | 2021 – 2023 Planned and helped analyze methods to achieve UWO’s climate neutrality goals through operational improvements • Provost Summit Panelist on the topic of climate anxiety | 2022 Prepared and gave a speech to hundreds of compassionate students and faculty about eco-anxiety and eco-grief Education Relevant coursework: American Govt. & Politics, Environmental (Env.) Law, Env. Policy, Env. Toxicology, Env. Humanities, American Env. History, Global Env. History, Env. Science, Env. Ethics, Global Env. Politics, Env. & Society, Sustainable Agriculture, Social Stratification, Health Psychology.

If selected, how would you work towards bettering the community through service on the Board/Commission?

If selected for the Sustainability Advisory Board, I would leverage my experience in both academic and professional spheres to promote sustainable development in Oshkosh. My background as a Green Fund Member and Sustainability Director at UWO has equipped me with a keen understanding of sustainable project funding and advocacy. These roles, coupled with my academic focus on Environmental Law, Policy, and Ethics, have prepared me to approach sustainability challenges with a holistic and informed perspective. Professionally, my experience at the UW-Oshkosh Sustainability Institute and Werner Electric Supply has honed my skills in data analysis, operational improvements, and implementing sustainable

practices. I plan to apply these skills to drive data-backed decisions and innovative solutions that balance economic growth, social equity, and environmental stewardship. In essence, my goal on the Board is to contribute to a sustainable Oshkosh through collaborative efforts, informed policymaking, and strategic improvements that benefit our community now and in the future.



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: August 14, 2024
SUBJECT: Ord 24-464 Approve Zone Change from Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD) at 400 City Center (Plan Commission Recommends Approval)

BACKGROUND

The subject site consists of the City Center shopping center building, located at the southeast corner of Jackson Street and Division Street. The City Center building is enveloped by a 16.5-acre condo parcel. The surrounding parent parcel has four street frontages as well as frontage on the Riverwalk. The site was constructed in 1970 and has several commercial and institutional users, and the surrounding area consists primarily of commercial uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject site.

ANALYSIS

The applicant is requesting a zone change from the existing Central Mixed-Use District with Riverfront Overlay (CMU-RFO) designation to Central Mixed-Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD) for the subject property. The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to accommodate a new use on the property. The applicant has submitted plans for a personal storage facility, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) at the Common Council meeting on August 14, 2024.

Staff is supportive of the proposed zone change to include a Planned Development Overlay as it may serve to accommodate future development needs for the site. The Planned Development Overlay will provide flexibility for future development or redevelopment plans as it relates to the unique lot configuration with four street frontages. The proposed CMU-RFO-PD zoning designation is also consistent with the 2040 Comprehensive Land Use Plan recommendation (Center City) as well as the neighboring commercial land uses.

RECOMMENDATION

The Plan Commission recommended approval of the requested zone change for the property located at 400 City Center with findings on July 16, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

ORD 24-464
Rezone - 400 City Center

8/14/2024
SECOND READING

24-464

ORDINANCE

7/23/2024
FIRST READING

24-438

ORDINANCE

LAID OVER

6-1 PRESENT

PURPOSE: APPROVE ZONE CHANGE FROM CENTRAL MIXED-USE DISTRICT WITH RIVERFRONT OVERLAY (CMU-RFO) TO CENTRAL MIXED-USE DISTRICT WITH RIVERFRONT AND PLANNED DEVELOPMENT OVERLAY (CMU-RFO-PD) FOR PROPERTY AT 400 CITY CENTER

INITIATED BY: CITY CENTER ASSOCIATES LLC

PLAN COMMISSION RECOMMENDATION: Approved

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OSHKOSH, AS ADOPTED BY SECTION 30-32 OF THE OSHKOSH MUNICIPAL CODE.

The Common Council of the City of Oshkosh does ordain as follows:

SECTION 1. That the Official Zoning Map of the City of Oshkosh, as adopted by Section 30-32 of the Oshkosh Municipal Code, is hereby amended by changing the district of the property located at 400 City Center from Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with a Riverfront and Planned Development Overlay (CMU-RFO-PD). The subject property, 400 City Center, is more particularly described as follows:

BEING UNIT 2 OF CITY CENTER CONDOMINIUM AS RECORDED IN DOCUMENT NUMBER 1312826, WINNEBAGO COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and publication.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #24-464 APPROVE ZONE CHANGE FROM CENTRAL MIXED-USE DISTRICT WITH A RIVERFRONT OVERLAY (CMU-RFO) TO CENTRAL MIXED-USE DISTRICT WITH A RIVERFRONT AND PLANNED DEVELOPMENT OVERLAY (CMU-RFO-PD) on August 14, 2024. This ordinance changes the zoning of the properties located at 400 City Center from Central Mixed-Use District with a Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with a Riverfront and Planned Development Overlay (CMU-RFO-PD). The full text of the Ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and on the City's website at www.oshkoshwi.gov. Clerk's phone: (920) 236-5011.

ITEM: PUBLIC HEARING: ZONE CHANGE FROM CENTRAL MIXED-USE DISTRICT WITH RIVERFRONT OVERLAY (CMU-RFO) TO CENTRAL MIXED-USE DISTRICT WITH RIVERFRONT AND PLANNED DEVELOPMENT OVERLAY (CMU-RFO-PD) FOR PROPERTY AT 400 CITY CENTER

Plan Commission Meeting of July 16, 2024.

GENERAL INFORMATION

Owner/Applicant: City Center Associates LLC

Actions Requested:

The applicant requests a zone change from the existing Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD).

Applicable Ordinance Provisions:

Zoning map amendment standards are found in Section 30-381 of the Zoning Ordinance.

Background Information, Property Location and Type:

The subject site consists of the City Center shopping center building, located at the southeast corner of Jackson Street and Division Street. The City Center building is enveloped by a 16.5-acre condo parcel. The surrounding parent parcel has four street frontages as well as frontage on the Riverwalk. The site was constructed in 1970 and has several commercial and institutional users and the surrounding area consists primarily of commercial uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject site.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Commercial	CMU-RFO

<i>Recognized Neighborhood Organizations</i>
Downtown Oshkosh Neighborhood Association

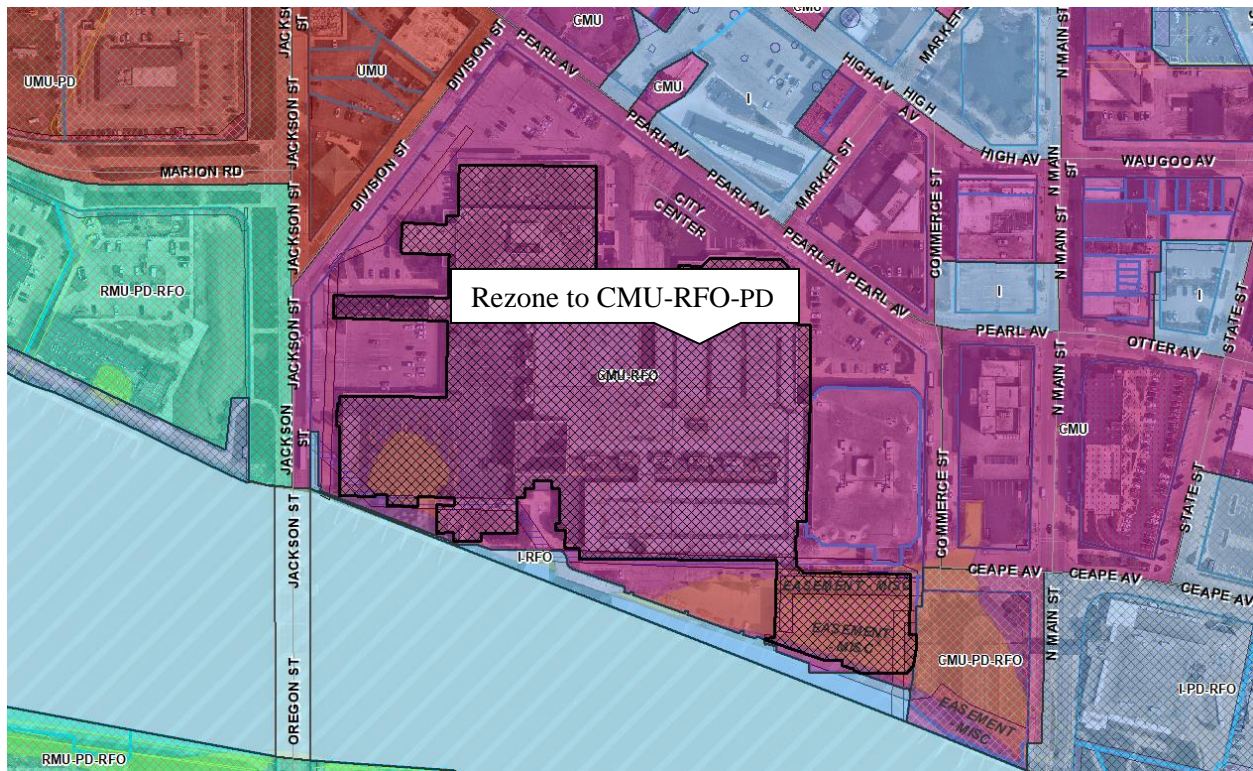
Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Commercial	CMU/UMU/I
South	Riverwalk	I-PD
East	Commercial	CMU
West	Mixed Commercial/Residential	RMU-PD-RFO

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	City Center

ANALYSIS

The applicant is requesting a zone change from the existing Central Mixed-Use District with Riverfront Overlay (CMU-RFO) designation to Central Mixed Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD) for the subject property. The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to accommodate a new use on the property. The applicant has submitted plans for a personal storage facility, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) review to follow.



Staff is supportive of the proposed zone change to include a Planned Development Overlay as it may serve to accommodate future development needs for the site. The Planned Development Overlay will provide flexibility for future development or redevelopment plans as it relates to the unique lot configuration with four street frontages. The proposed CMU-RFO-PD zoning designation is also consistent with the 2040 Comprehensive Land Use Plan recommendation (Center City) as well as the neighboring commercial land uses.

FINDINGS/RECOMMENDATION/CONDITIONS

In its review and recommendation to the Common Council on an application for a Zoning Map amendment, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-381 (D)(2):

- (a) Advances the purposes of this Chapter as outlined in Section 30-03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
- (b) Is in harmony with the Comprehensive Plan.
- (c) Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
- (d) Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - (ii) Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

Staff recommends approval of the zone change with the findings listed above.

Plan Commission recommends approval of the proposed zone change with the findings for property at 400 City Center on July 16, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Bowen, Ms. Scheuermann, Ms. Propp, Mr. Nichols, and Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

The applicant requests a zone change from the existing Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD).

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The applicant is requesting a zone change from the existing Central Mixed-Use District with Riverfront Overlay (CMU-RFO) designation to Central Mixed-Use District with Riverfront and Planned Development Overlay (CMU-RFO-PD) for the subject property. The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to accommodate a new use on the property. The applicant has submitted plans for a personal storage facility, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) review to follow.

Staff is supportive of the proposed zone change to include a Planned Development Overlay as it may serve to accommodate future development needs for the site. The Planned Development Overlay will provide flexibility for future development or redevelopment plans as it relates to the unique lot configuration with four street frontages. Staff recommends approval of the zone change with the findings listed in the staff report.

Ms. Propp opened up technical questions to staff.

Mr. Bowen and Ms. Scheuermann wanted clarification on findings.

Mr. Lyons stated if there is a motion to approve, there must be findings articulated as part of the motion. Findings are basically your specific reasons why you have come to that conclusion. Findings become part of all ordinances and resolutions.

Mr. Nichols wondered how the findings are handled by Council.

Mr. Lyons stated Council could adopt the findings that Plan Commission recommends, or they could choose to make their own set of findings.

Mr. Nichols wanted to know how many housing units are proposed, right now, for the downtown area.

Mr. Lyons will research that.

Ms. Propp referenced pages that list findings in the staff report.

Ms. Lyons stated findings A through J in the zoning ordinance are examples for a planned development as listed in the ordinance. It gives you some criteria, and types of things you can consider. They are by no means the only things you can consider.

Mr. Nielsen stated when staff recommends approval on other planned developments, the findings used are applicable to the specific property/development so they vary.

Ms. Propp opened the public hearing and asked if the applicant wanted to make any statements.

Kurt Koeppler, of 1726 River Mill Road, resident of Oshkosh for fifty years, and one of the managing partners and owners of City Center. We purchased this property in 2001 and at that time it had a seventy-five percent vacancy rate. Since the purchase, we have invested over twelve million dollars in improvements. The project we are bringing you today is a critical part of our property. The market for large office space is virtually non-existent. Due to Covid more people are working from home. This previously was a US Bank back-room office complex. They downsized because most of their people are working from home. We have had the property on the market for two years and have received no interest. We think that Extra Space Storage will be a great fit for our property and the reasons are as follows: they're a national chain with over thirty-five hundred locations; they have the largest self-storage facility in the country; parking is a problem at our property when we are full; US Bank tenant required two hundred parking stalls and US Bank (*maybe meant to say Extra Space Storage*) will require four, so it is a significant downsize of our parking requirements enabling us to offer more parking to future and potential tenants. Extra Space Storage operates more as a retail destination. They have limited access with overhead doors with controlled entrances. Customers will drive up, open one of the overhead doors, pull in, close the door behind them, unload, and then exit. There will be no storage outside of any vehicles. No trailers; no semis; everything will be inside. Will average about thirty-five cars a day. That is the normal car load that would be arriving. We have done

extensive research on Extra Space Storage and believe they will be a great asset to our property and to the community. Apartment living has become a way of life for many Americans and the need to put their excess items in storage has become a necessity. Extra Space Storage fits that need. I have toured some of their sites. I have even used some of their sites, and they are first rate. They are well lit, safe, clean, and they couldn't run a better operation. We plan to make improvements to the exterior of the building to facilitate this need. For the sake of clarity, Mr. Koeppler asked staff to put up the elevations on the screen and he then discussed them in detail. This will be a great upgrade for us. I can't explain how important it is to our site, to let us maintain the current budget plans that we have that allow us to keep it looking as good as it does. Thank you for your time. I want to commend you on the workshop idea. I have been doing this for a lot of years, and have come before the Plan Commission on numerous occasions. I think the workshop is a great addition to what you guys do.

Eric Welhouse, of W2646 Buchanan Road in Appleton WI, is an owner of several Extra Space Storage sites, and the developer working with Mr. Koeppler on the City Center location. Will go over some highlights. This facility will be staffed. There will be access hours, which I think were indicated before in the workshop. The typical hours of operation for staffing are from 9:30 a.m. to 6 p.m., Monday through Friday. Saturday is 9 a.m. to 5 p.m. The access hours are 6 a.m. to 10 p.m. So, it is not like it is open 24/7. It should eliminate loitering and keep everybody's stuff safe. These are Class A storage facilities. It's really a different product. Most of the time when people hear of self-storage they think of long buildings with multiple doors, and poorly lit. This is completely opposite. There is LED lighting, it is staffed, and hours of operation. Extra Space Storage is the largest self-storage operator in the United States. They know what they are doing and they do it very well. They coexist in multiple urban settings like this throughout the nation. I can give you examples of those if you'd like.

Ms. Propp asked if any members of the public wished to speak.

Ms. Propp closed the public hearing and public comments.

There was no closing statement from the applicant.

Motion by Davey to adopt the findings and recommendation as stated in the staff report.

Seconded by Scheuermann.

Ms. Propp asked if there was any discussion on the motion.

Motion carried 5-0.



City of Oshkosh Application Zoning Map Amendment (Rezoning)

SUBMIT TO:
Dept. of Community Development
215 Church Ave., P.O. Box 1130
Oshkosh, Wisconsin 54903-1130
Room 204
PHONE: (920) 236-5059
Email: planning@ci.oshkosh.wi.us

****PLEASE TYPE OR PRINT USING BLACK INK****

APPLICANT INFORMATION

Petitioner: City Center Associates LLL Date: 5/30/2024
Petitioner's Address: 334 City Center City: Oshkosh State: WI Zip: 54901
Telephone #: (920) 233-5050 Email: Kirkoppel@gmail.com Contact preference: Phone Email
Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer
Petitioner's Signature (required): [Signature] Date: 5/30/24

OWNER INFORMATION

Owner(s): City Center Associates Date: 5/30/24
Owner(s) Address: 334 City Center City: Oshkosh State: WI Zip: 54901
Telephone #: (920) 233-5050 Email: Kirkoppel@gmail.com Contact preference: Phone Email
Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Planning Services Division for incomplete submissions or other administrative reasons.

Property Owner's Signature: [Signature] Date: 5/30/2024

ZONING AND DEVELOPMENT INFORMATION

Address/Location of Rezoning Request: 400 City Center Oshkosh WI 54901
Tax Parcel Number(s): 0100600000
Rezone property from: LMU-RFO to LMU-RFO-PD
Purpose for Rezoning: Change of Tenant Use and Rehab of Existing Building
Describe existing property development and land use: Mixed Use Commercial and Retail

Describe proposed development and/or proposed land use: Rehab of Existing Building
Land Use would stay the same

Proposed time schedule for development and/or use of the property: Construction would take approx 6 months. Occupancy would follow immediately

Zoning Adjacent to the Site:
North: CMU
South: RMU-RFO
East: CMU
West: UMU

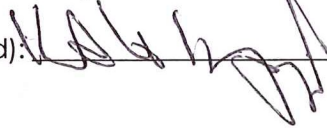
SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

(Submit only digital files. If file size exceeds 10 mb, please send through a file transfer. Please note at the discretion of Community Development staff may request a hard copy)

- Map of the immediate area showing property involved. Area to be rezoned must be outlined in color
- A site plan drawn to readable scale showing present status of property and proposed development
- Street address, adjacent streets, intersections and any other information or landmarks to help identify the property
- Location of existing uses, structures, fences and signs and location of proposed uses, structures, fences and signs
- A narrative statement explaining the zone change and discussion of the project

- **Property owner's signature is required for submittal to be complete.**
- **Application fees are due at time of submittal. Make check payable to City of Oshkosh.**
- **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**

I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required):  _____

Date: 5/30/2024

SUMMARY OF PROCESS

The City of Oshkosh Plan Commission and Common Council act on all amendments to the Official Zoning Map. The petitioner or owner should be present at both the Plan Commission and Common Council meetings to discuss and answer questions regarding the request.

The application package is reviewed by Planning Services staff to determine conformance with adopted city plans, zoning requirements and development standards. A staff recommendation is prepared for consideration by the Plan Commission and Common Council. The petitioner will be provided with a copy of the staff report and meeting notice several days prior to the Plan Commission meeting. The staff report and meeting notice will also be available on the City's website. No notice is sent to the petitioner or owner regarding the Common Council's consideration of the request. Petitioners and owners are encouraged to contact Planning Services staff to find out when the request will be sent to the Common Council for review.

Neighborhood opinion is an important factor in the decision-making process. If the proposed development is expected to have significant impact on other properties, the petitioner may be required to conduct a neighborhood meeting to solicit public input prior to action by the Plan Commission and City Council. Planning Services staff is available to offer assistance in compiling a mailing list for the neighborhood meeting. If deemed appropriate, notification by mail informing the property owners within 100 feet of the subject property of the proposal may substitute for the public meeting. Please note that a meeting notice will be mailed to all abutting property owners regarding your request.

Within 90 days of filing a complete application, Plan Commission shall hold a public hearing to consider the request. Within 60 days of the public hearing, the Plan Commission may make a written report to the Common Council with recommendations regarding the proposal. The Plan Commission's report is advisory only. The Common Council will make the final decision regarding all zone change requests. The Plan Commission may lay over requests to subsequent meetings if incomplete information is provided or additional questions or concerns are raised at the meeting.

After the Plan Commission makes its recommendation, the request will be forwarded to the Common Council for consideration. This generally occurs three weeks after the Plan Commission meeting depending on the date the Council meeting is scheduled (the Council meets on the 2nd and 4th Tuesday of every month) and on the availability of a legal description for the zone change. Wisconsin State Statutes require a zone change to be published as Class II notice in the local newspaper, the City takes care of this publication requirement prior to the Council meeting.

The Common Council may approve the Official Zoning Map amendment as originally proposed, may approve the proposed amendment with modifications, or may deny approval of the proposed amendment. If the Official Zoning Map amendment is approved, the Ordinance is published in the newspaper on the following Saturday and will be effective on Sunday. City administrative offices are notified of the effective date of the Ordinance and will make changes to the Official Zoning Map accordingly.

For more information please visit the City's website at <https://www.ci.oshkosh.wi.us/CommunityDevelopment/>

Kurt Koeppler
1726 River Mill Rd.
Oshkosh, WI 54901

I am one of the managing Partners and Owner at City Center. We purchased the property in 2001. At that time there was a 75% vacancy rate. Since the purchase we have invested over \$12 million in improvements.

The Project we are bringing to you today is a critical part of our Property. The market for large office space has dramatically changed over the last 5 years. Due to Covid more peopler are working from home and the need for this type of space is vitally non existent. We have had the property on the market for over 2 years and have received no interest.

We think Extra Space Storage will be a great fit for our property.
The reasons are as follows:

They are a national chain with over 3,500 locations nationwide. They are the largest self storage facility in the country.

Parking is problem when the Property is full. US Bank, our previous tenant required 200 parking stalls. Extra Space Storage will reduce that to 4 spaces. This is a huge plus for our future needs.

Extra Space Storage operates more as a retail destination. They have limited access 4 over head doors and controlled entrances. Customers will drive up, open one of the overhead doors, pull in, close the door behind them, unload and then exit. There will be no outside parking of any vehicles. Typically they have an average of only 35 cars per day.

We have done extensive research on Extra Space Storage and we believe they will be a great asset to our Property and our community.

As apartment living has become a way of life for many Americans, the need for places to put their excess items has become a necessity. Extra Space Storage fits that need. We have toured some sites and they are first rate. Clean. Safe. Secure. Well lit. We would not be here if we thought otherwise.

We plan on making improvements to the exterior of the building. For the sake of clarity I am going to refer to the elevation as to the direction they face. Please look at the attached drawings.

NORTH ELEVATION EAST END

This is currently an open loading dock and visible standby generator. We propose closing that in with two overhead doors. This will be an improvement to what is currently there.

The windows which flank the existing doors will be covered with a film similar to the window cladding on the rest of the Property. This will prevent any interior operations from being visible to the street. The masonry panels will be painted to match the attached Extra Space Storage color palette in your packet. The area above will be painted an exact color.

NORTH ELEVATION WEST END

This area will consist of 2 overhead doors and the main entrance to their space.

The far right area will consist of metal cladding to match the color scheme of the building. The other areas will be painted to match.

All customers will have access to the overhead doors. They will open them with a remote, pull in, unload and leave.

WEST END OF BUILDING

This area will be painted to match the remainder of the building using the existing contour of the concrete panels. Please see the landscape plan attached, that will be completed in that area. We anticipate additional landscaping in that area after final plans are submitted for the new Oregon St. Bridge.

We will use the same color palette to enhance the Social Security entrance.

SUMMARY

We appreciate your time and effort to consider this Project. Once again we feel this will be a valuable addition for our Project.

We would be happy to give any of the Plan Commission Members a tour of what we are proposing.

Respectfully,
Kurt Koepler
Managing Partner

ZONE CHANGE, GDP & SIP
PC: 7.16.2024

Z&V INVESTMENTS LLC
223 N MAIN ST
OSHKOSH WI 54901-4814

CLOVER INVESTMENTS WI LLC
PO BOX 275
PENNINGTON NJ 08534-0275

ROWLOCK QOZB LLC
3220 SHOREWOOD DR
OSHKOSH WI 54901-1643

1 N MAIN LLC
5 REVERE DR STE 200
NORTHBROOK IL 60062-8000

CITY CENTER ASSOC LLC
C/O JEFF PAULY
334 CITY CTR
OSHKOSH WI 54901-4826

BAYSHORE DEVELOPMENT II LL
PO BOX 3435
OSHKOSH WI 54903-3435

IAN JUNGBACKER ETAL
222 PEARL AVE
OSHKOSH WI 54901-4834

BL BRANCH GROUP II LLC
120 E WASHINGTON ST STE 201
SYRACUSE NY 13202-4008

OSHKOSH LUXURY LOFTS LLC
2270 NORTH HAVEN LN
OSHKOSH WI 54904-9337

WILKINS 145 LLC
2340 GENEVA ST
OSHKOSH WI 54901-1804

WR RIDGE HOLDINGS LLC
PO BOX 346
WRIGHTSTOWN WI 54180-0346

GILLENs LLC
C/O PAUL T WINTER
5042 WASHINGTON ST
BUTTE DES MORTS WI 54927-9326

OSH COMM CREDIT UNION
250 PEARL AVE
OSHKOSH WI 54901-4834

OMPARAVATI LLC
215 DIVISION ST
OSHKOSH WI 54901-4729

303 PEARL ST OFFICE LLC
C/O MIDWEST MANAGE II LLC
13435 S MCCALL RD. UNIT 16
PORT CHARLOTTE FL 33981-6421

OSH CHAMBER OF COMMERCE
120 JACKSON ST
OSHKOSH WI 54901-4714

PABST LLC
1660 OSHKOSH AVE STE 100
OSHKOSH WI 54902-2613

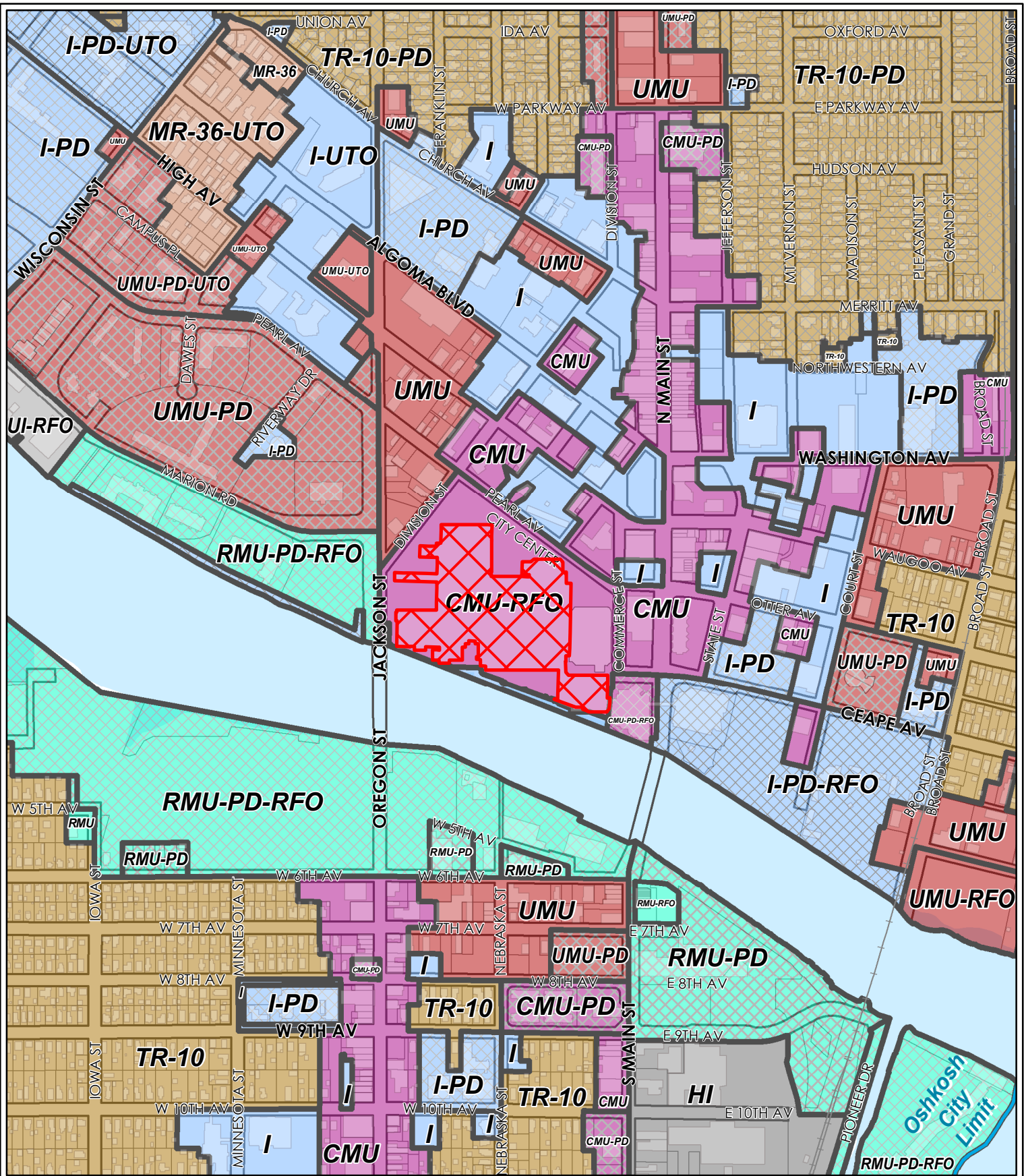
101 HIGH AVE LLC
101 HIGH AVE
OSHKOSH WI 54901-4808

BROWN BELL PROPERTIES LLC
103 HIGH AVE
OSHKOSH WI 54901-4808


DOWNTOWN NBHD ASSOC
C/O JESSIE MEIDL
903 W 7TH AVE
OSHKOSH WI 54902-5854

MIDDLE VILLAGE NBHD ASSOC
C/O KATIE LOFTON
1216 MERRITT AVE
OSHKOSH WI 54901-5382

MIDDLE VILLAGE NBHD ASSOC
C/O DAVID STUBBE
659 CENTRAL ST
OSHKOSH WI 54901-4454



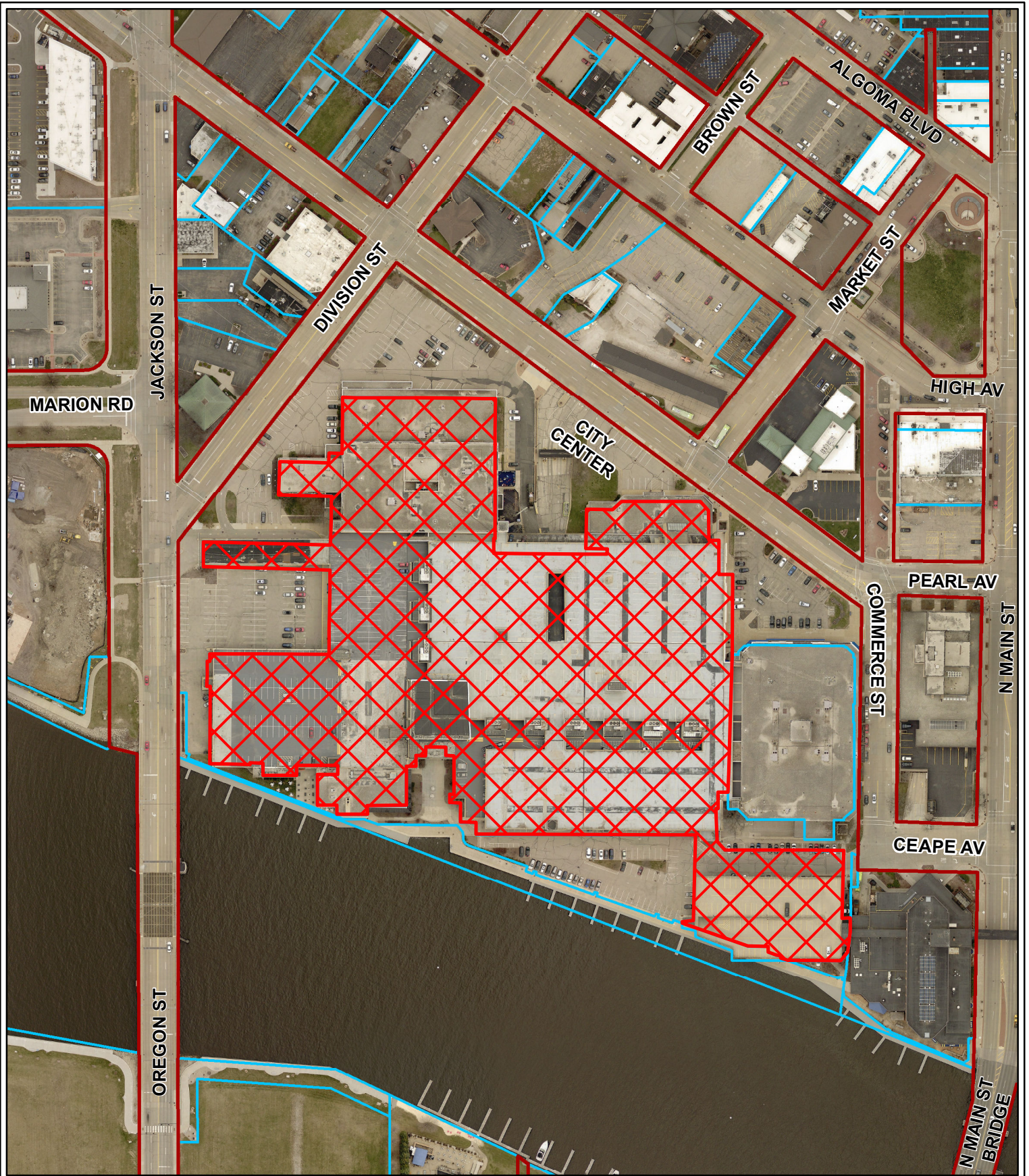
ZONING MAP



 1 in = 0.11 mi
 1 in = 600 ft
 Printing Date: 6/24/2024
 Prepared by: City of Oshkosh, WI



City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



AERIAL MAP

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1 in = 0.04 mi

1 in = 200 ft

Printing Date: 6/24/2024

Prepared by: City of Oshkosh, WI





TO: Honorable Mayor and Members of the Common Council
FROM: Kelly Nieforth, Director of Community Development
DATE: August 14, 2024
SUBJECT: Ord 24-465 Approve Request to Attach to the City from Town of Nekimi / Zellner Voluntary Attachment: 3669 Oregon Street

BACKGROUND

This is a voluntary attachment of approximately 1.062 acres of privately-owned land and public right-of-way located on the west side of Oregon Street, ¼ mile south of West 35th Avenue in the Town of Nekimi. The subject site contains a single-family home and typical residential accessory structures. The purpose of the attachment is to allow for City sanitary sewer and water main to be connected to the petitioner's house.

ANALYSIS

The property is proposed to be attached with a zoning classification of Single Family Residential-5 (SR-5) District, which is appropriate for the current use of the property. The City's Comprehensive Land Use Plan recommends the subject site, as well as the west side of Oregon Street to the north and south, suitable for industrial uses, however, the existing residential use will remain until market conditions warrant reuse of the property for industrial development. The proposed attachment is compliant with the terms of the intergovernmental agreement between the City and the Town of Nekimi, which has been fully implemented with a Cooperative Plan approved by the State of Wisconsin. The agreement provides for attachments only through unanimous consent of the property owners.

Surrounding uses on the east side of Oregon Street are primarily agricultural with associated single-family farmsteads and agricultural accessory buildings. The west side of Oregon Street contains Fox Valley Technical College and Wittman Regional Airport as well as pockets of single-family uses.

City sanitary sewer and water main is readily available from Oregon Street and is easily accessible. This stretch of Oregon Street is currently being reconstructed by Winnebago County, and it is an opportune time for the petitioner to connect to City services. Other City services, including police and fire protection and trash collection, will not be an issue as most of the area surrounding the subject site is already within the Oshkosh corporate limits.

FISCAL IMPACT

This attachment will add approximately \$150,000 in assessed property value to the City. Connection charges will be collected from the petitioner for the original construction of sanitary sewer and water main within Oregon Street.

RECOMMENDATION

It appears that the Zellner Voluntary Attachment is in the best interest of the City and Staff recommends approval as requested.

Attachments

ORD 24-465
Exhibit A to Ord 24-465
Stamped Zellner Map

Stamped Zellner Zoning Petition

Zellner Request to Attach

8/14/2024 24-465 ORDINANCE
SECOND READING

7/23/2024 24-439 ORDINANCE
FIRST READING

CARRIED 7-0

PURPOSE: APPROVE REQUEST TO ATTACH TO THE CITY FROM THE TOWN OF NEKIMI / ZELLNER VOLUNTARY ATTACHMENT: 3669 OREGON STREET

INITIATED BY: JAMES AND SHEREE ZELLNER

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH ATTACHING CERTAIN TERRITORY TO THE CITY OF OSHKOSH AND SPECIFICALLY TO THE 22nd WARD OF SAID CITY.

WHEREAS, the City of Oshkosh and Town of Nekimi have adopted a Cooperative Plan as set forth in s. 66.0307, Wis. Stats., and approved by the Wisconsin Department of Administration, that identifies areas within the Town of Nekimi as expansion areas to attach to the City of Oshkosh; and

WHEREAS, a voluntary attachment petition duly circulated has heretofore been signed by the owners of all the real property within such territory to be attached to the City of Oshkosh from the Town of Nekimi; and

WHEREAS, the proposed territory to be attached is located within the designated Expansion Area of the Town of Nekimi to the City of Oshkosh; and

WHEREAS, the property owner has requested temporary and permanent zoning of Single Family Residential-5 (SR-5) District; and

WHEREAS, the Town Clerk for the Town of Nekimi has been provided with written notice regarding the attachment in the time period specified by the approved Cooperative Plan; and

WHEREAS, the Town of Nekimi has not filed an objection to the attachment with the City.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. The following described territory, pursuant to a duly filed voluntary attachment petition is hereby attached to and made part of the City of Oshkosh, a municipal corporation located in Winnebago County, more specifically to the 22ND Ward of said City and is subject to Wisconsin Statutes and amendments thereto:

Legal Description: See Exhibit A.

SECTION 2. The current population of the territory to be attached, as defined by Wis. Stat. 66.0201, is two (2).

SECTION 3. The maps of the City of Oshkosh, including those adopted in Sections 1-28 thru 1-30 of the Oshkosh Municipal Code pertaining to Boundaries, Wards, Polls, Benchmarks are hereby amended so as to reflect the provisions of this Ordinance and the proper City officials are hereby authorized and directed to make such changes.

SECTION 4. The proper City officials are hereby authorized and directed to comply with the requirements of Section 66.0307(10) including those requirements of 66.0217(9)(a) adopted by reference therein of the Wisconsin Statutes and the City Clerk shall give written notice to the Secretary of Administration.

SECTION 5. Said property hereinabove described is hereby zoned Single-Family Residential-5 (SR-5).

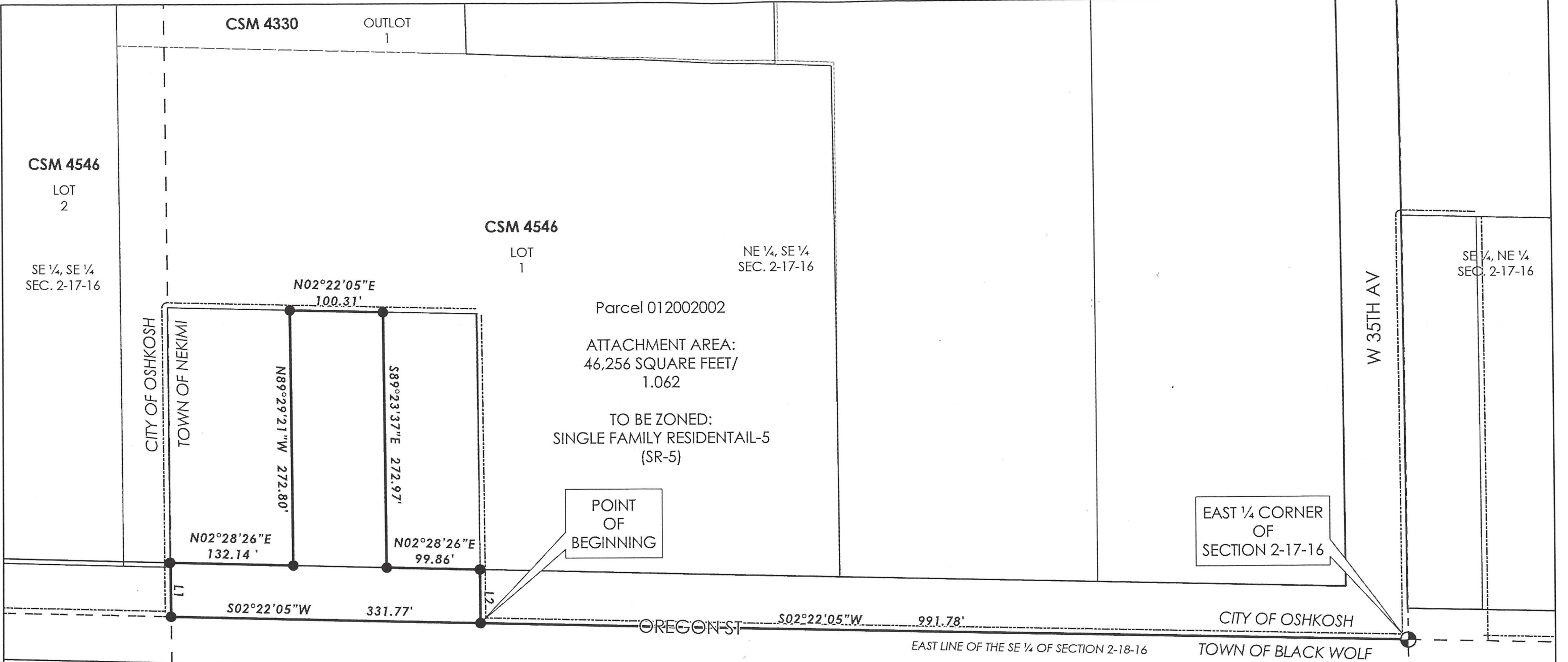
SECTION 6. This Ordinance shall be in full force and effect after its passage and publication.

SECTION 7. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #24-465 APPROVE REQUEST TO ATTACH TO THE CITY FROM THE TOWN OF NEKIMI / ZELLNER VOLUNTARY ATTACHMENT; 3669 OREGON STREET; on August 14, 2024. This ordinance attaches 1.062 acres of privately-owned land and public right-of-way located on the west side of Oregon Street, ¼ mile south of West 35th Avenue in the Town of Nekimi to the City of Oshkosh. The full text of the Ordinance may be obtained at the office of the City Clerk, 215 Church Ave. and on the City's website at www.oshkoshwi.gov. Clerk's phone: (920) 236-5011.

EXHIBIT A

BEING PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE S02°22'05"W, 991.78 FEET ALONG THE EAST LINE OF SAID SECTION 2 TO A POINT ON AN EXTENDED SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 4546, RECORDED AS DOCUMENT NUMBER 1096211, WINNEBAGO COUNTY REGISTER OF DEEDS AND THE POINT OF BEGINNING; THENCE CONTINUING S02°22'05"W, 331.77 FEET ALONG SAID EAST LINE TO A POINT ON AN EXTENDED NORTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°21'59"W, 57.47 FEET ALONG SAID EXTENDED LINE TO A POINT ON THE WEST LINE OF OREGON STREET; THENCE N02°28'26"E, 132.14 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN DOCUMENT NUMBER 716570, WINNEBAGO COUNTY REGISTER OF DEEDS; THENCE N89°29'21"W, 272.80 FEET ALONG THE NORTH LINE OF SAID DESCRIBED LANDS TO A POINT ON AN EAST LINE OF SAID CERTIFIED SURVEY MAP NUMBER 4546; THENCE N02°22'05"E, 100.31 FEET ALONG SAID EAST LINE; THENCE S89°23'37"E, 272.97 FEET TO A POINT ON THE WEST LINE OF SAID OREGON STREET; THENCE N02°28'26"E, 99.86 FEET ALONG SAID WEST LINE TO A SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NUMBER 4546; THENCE S89°17'53"E, 56.85 FEET ALONG AN EXTENDED SOUTH LINE OF SAID CERTIFIED SURVEY MAP TO THE POINT OF BEGINNING; SAID AREA CONTAINS 46,256 SQUARE FEET OR 1.06 ACRES, MORE OR LESS.

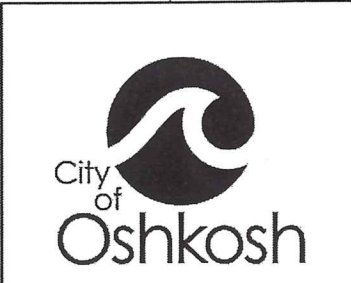
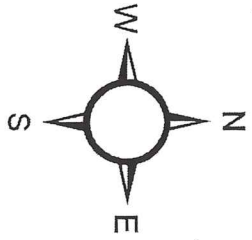


LINE TABLE

L-1:	N89°21'59"W	57.47'
L-2:	S89°17'53"E	56.85'

NORTH IS REFERENCED TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN WHICH BEARS N02°22'05"E PER THE WINNEBAGO COUNTY COORDINATE SYSTEM

RECEIVED
JUL 12 2024
CITY CLERK'S OFFICE



CITY OF OSHKOSH
PLANNING SERVICES DIVISION

GRAPHIC SCALE: 0 50 100 Feet
SCALE: 1" = 100 FEET

DATE DRAWN: JULY 11, 2024

ZELLNER VOULUNTARY ATTACHMENT FROM THE TOWN OF NEKIMI

BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN

File Name: H:\jeffn\Arc_GIS_Pro_Projects\Annexations_and_Attachments\Zellner_Attachment\Zellner_Attachment.aprx

PETITION FOR TEMPORARY & PERMANENT ZONING CLASSIFICATION

TO THE COMMON COUNCIL OF THE CITY OF OSHKOSH:

WHEREAS the undersigned are electors and/or property owners in the area being sought to be attached to the City of Oshkosh, said area being more particularly described in a certain petition for unanimous attachment to the City of Oshkosh,



Zellner Voluntary Attachment,

and,

WHEREAS it is acknowledged by the undersigned that submitting of this petition does not in any matter attempt to make said petition for attachment conditional upon this petition or the action taken by the said Common Council pursuant to this petition.

NOW, THEREFORE, the undersigned petition the Common Council of the City of Oshkosh that the ordinance attaching said territory include a provision temporarily designating the classification for zoning purposes, pursuant to Sec. 66.0217(8) of the Wisconsin Statutes, until the zoning ordinance is amended as prescribed in Sec. 62.23(7)(d) of the Wisconsin Statutes, as follows:

Single Family Residential-5 (SR-5)

Signature of Petitioner	Printed Name	Date of Signing	Elector or Property Owner	Address or Description of Property
	James Zellner	7-11-2024	Owner	3669 Oregon St. Oshkosh, WI 54902
	Sheree Zellner	7-11-2024	Owner	3669 Oregon St. Oshkosh, WI 54902

RECEIVED

JUL 12 2024

CITY OF OSHKOSH OFFICE

06-25-24

To whom it may concern:

I am requesting to annex my property located at 3669 Oregon Street Ashkosh, Wisconsin to the city of Ashkosh, Wisconsin from the Town of Nekimi, Ashkosh, Wisconsin (Parcel Number-012-002002).

Please add my wife's name, Sherree J. Zellner to the property tax bill.

Thank You!
James E. Zellner
Sherree J. Zellner



TO: Honorable Mayor and Members of the Common Council
FROM: Mike Stanley, Fire Chief
DATE: August 14, 2024
SUBJECT: Ord 24-466 Amend Section 13-7 of the City of Oshkosh Municipal Code Pertaining to Open Outdoor Fires, Outdoor Fireplaces, Cooking Fires, and Barbecue Grills, Kettles, and Outdoor Hibachis to Remove Permitting Requirements

BACKGROUND

The mission of the Oshkosh Fire Department is: "The City of Oshkosh Fire Department is a highly trained team that adds value to our community by providing a wide range of emergency services with skill and compassion. We advocate risk reduction through prevention and education and we provide leadership in times of crises."

The fire department utilizes the national Community Risk Reduction (CRR) model to reduce risk in our community. This process, known as "The Five Es," relies on Education, Engineering, Enforcement, Emergency Response and Economic Incentives. This model is a foundational piece of our recently completed Community Risk Assessment.

ANALYSIS

Recreational burning permits are a prevention practice that has been successfully implemented by numerous departments in our area, the State of Wisconsin, the Midwest, and Nationally. Fire departments and municipalities have made a deliberate effort to prevent injuries and property loss by utilizing the permitting process. The Oshkosh Fire Department and prior Common Councils found value in implementing a recreational burning permit to promote education and provide an enforcement component with the intent to prevent future emergency responses.

While some residents of the City of Oshkosh and many non-residents may not see the value and purpose of recreational permits, those who share the opposite concerns should not be disregarded. The permitting process was put in place at the recommendation of the department's Fire Marshall after he researched solutions to address the numerous complaint calls to our non-emergency number and 911 from neighbors who had legitimate concerns about recreational fires that are too close to buildings, hours of burning, and materials being burned. Before the permitting process was implemented, these complaints also were an opportunity to insert the fire department into disputes between neighbors.

Preventive efforts in any application are difficult to quantify and qualify. There is a challenge in attempting to measure something that has not happened. However, over the past four years, the department has seen a very steady rise in its overall number of incident responses. An incident type that has remained static and has not demonstrated the same rate of rise is unauthorized burning which is how these responses are classified by the National Fire Incident Reporting System (NFIRS). I would view that as an indication that the permitting process has had positive results and has shown a benefit.

While the fee may be viewed by some as extraneous and unnecessary, it is also routinely associated with the burning permit process in other municipalities. Risk reduction occurs through a commitment of staff and resources. The fee can offset that expense. It is also applied to those that are creating the risk.

FISCAL IMPACT

Tragically, in the last several days the Oshkosh Fire Department responded to an incident in a neighboring

municipality where gasoline was thrown on a recreational fire. That municipality does not have a recreational burn permitting process. The two victims received 2nd and 3rd-degree burns over large portions of their bodies. It cannot be said with absolute certainty that a burn permit would have prevented this tragedy. However, preventing these types of incidents and injuries is precisely the intent of why the permitting process was implemented. The cumulative sum of \$15,000.00 yearly is paltry in comparison to the cost of the medical bills that will be amassed by these burn victims who will likely require lengthy medical care that could include skin grafts. That cost does not account for the pain and suffering of the victims and their families either.

RECOMMENDATION

My recommendation as the Fire Chief is that the current permitting process not be altered. I would caution against reversing a practice that was put in place to reduce risk. By doing so the department would suffer a reduction in its ability to educate and would lose an important component of enforcement.

Attachments

ORD 24-466

amend outdoor burning ordinance13-7 clean

amend outdoor burning ordinance13-7 redline

8/14/2024 24-466 ORDINANCE
SECOND READING

7/23/2024 24-440 ORDINANCE
FIRST READING

LOST 0-7

PURPOSE: AMEND SECTION 13-7 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING FIRES AND BARBECUE GRILLS, KETTLES AND OUTDOOR HIBACHIS TO REMOVE PERMITTING REQUIREMENTS

INITIATED BY: COUNCIL MEMBER ESSLINGER

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 13-7 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING FIRES AND BARBECUE GRILLS, KETTLES AND OUTDOOR HIBACHIS TO REMOVE PERMITTING REQUIREMENTS

WHEREAS, a majority of the Council directed the creation of an ordinance to remove the permitting and attendant fee requirements from the City's Municipal Code for outdoor recreational firepits at their meeting on July 9, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 13-7 of the City of Oshkosh Municipal Code is amended to read as shown on the attachment to this Ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-466 AMEND SECTION 13-7 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING FIRES AND BARBECUE GRILLS, KETTLES AND OUTDOOR HIBACHIS TO REMOVE PERMITTING REQUIREMENTS on August 14, 2024. This ordinance repeals portions of the current ordinance requiring persons to obtain a local permit for outdoor fireplaces, firepits and similar appliances. Outdoor burning remains regulated as provided by local, state and federal law.

The full text of the ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and through the City's website at www.oshkoshwi.gov. Clerk's phone: 920/236-5011.

**SECTION 13-7 OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING
FIRES AND BARBEQUE GRILLS, KETTLES, AND OUTDOOR
HIBACHIS**

- (A) Except as stated in paragraph (B), below, open outdoor fires, including fires confined within outdoor fireplaces and outdoor cooking fires, shall be prohibited for multifamily occupancies without separate private yards for each tenant; without the property owner's permission; or in a public right-of-way, alley, or other public thoroughfare.

- (B) Fires fueled by natural gas, propane, or charcoal in commercially manufactured appliances are subject to all regulations that may be required by a local, state, or federal government entity. This paragraph is intended to apply to gas or propane grills or fire tables, charcoal grills, or similar appliances after review and approval by the Fire Marshal.

- (C) The Fire Chief or designee shall be authorized to create rules, regulations, guidelines, and criteria that are required to be met for any activity covered by this Section. Such rules, regulations, guidelines, and criteria shall be available for public review on the City's website or social media, or on paper, or in any other format that the Fire Chief or their designee believes is reasonably accessible to the public.

SECTION 13-7 OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING
FIRES AND BARBEQUE GRILLS, KETTLES, AND OUTDOOR
HIBACHIS

- (A) Except as stated in paragraph (B), below, ~~no~~ open outdoor fires, including fires confined within outdoor fireplaces and outdoor cooking fires, shall be ~~started by any person unless a permit is first obtained from the Fire Department. No permit shall be granted for open burning prohibited~~ for multifamily occupancies without separate private yards for each tenant, ~~nor~~ without the property owner's permission, ~~nor~~ in a public right-of-way, alley, or other public thoroughfare.
- (B) Fires fueled by natural gas, propane, or charcoal in commercially manufactured appliances are ~~not subject to permitting by the Fire Department, but remain~~ subject to ~~any all other permitting or~~ regulations that may be required by a local, state, or federal government entity. This paragraph is intended to apply to gas or propane grills or fire tables, charcoal grills, or similar appliances after review and approval by the Fire Marshal.
- ~~(C) — The Fire Department may charge a fee for this permit. Fees shall be approved by the Common Council and may from time to time be modified by resolution. A fee schedule shall be made available to the public in a format that is reasonably accessible.~~
- ~~(D)~~(C) The Fire Chief or designee shall be authorized to create rules, regulations, guidelines, and criteria that are required to be met ~~before permits will be issued~~ for any activity covered by this Section. Such rules, regulations, guidelines, and criteria shall be available for public review on the City's website or social media, or on paper, or in any other format that the Fire Chief or their designee believes is reasonably accessible to the public.



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: August 14, 2024
SUBJECT: Ord 24-467 Approve Zone Change from Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD) at 224 State Street (Plan Commission Recommends Approval) (Applicant Requests Waiving the Rules and Adopting on First Reading)

BACKGROUND

The subject site consists of a one-acre parcel located at the southeast corner of State Street and Waugoo Avenue. The site includes a commercial building (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue. The site is zoned Central Mixed Use District (CMU), and the surrounding area is a mixture of commercial, residential, and institutional land uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area.

ANALYSIS

The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to allow for reconstruction of the existing legal nonconforming parking lot. The Planned Development Overlay will assist with providing needed parking for the site. The CMU-PD zoning designation will remain consistent with the 2040 Comprehensive Land Use Plan recommendation of Center City for the subject site.

The applicant is requesting that Common Council waive the rules and adopt on first reading. The applicant states that they will have 4-6 weeks upon approval to complete all underground mechanicals for the parking lot and install services into the building through an underground trench, in the parking lot, prior to pouring the parking lot. Pouring needs to be completed before the end of paving season. The asphalt crew shuts down for the season in the middle to end of October. Additionally, they are not comfortable keeping the modified contamination cap open through the winter season and their intent is to complete the install of the cap as soon as possible to comply with Wisconsin Department of Natural Resources requirements.

RECOMMENDATION

The Plan Commission recommended approval of the requested zone change at 224 State Street with findings on August 6, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

ORD 24-467
Rezone - 224 State St

CARRIED

7-0

PURPOSE: APPROVE ZONE CHANGE FROM CENTRAL MIXED-USE DISTRICT (CMU) TO CENTRAL MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (CMU-PD) AT 224 STATE STREET

INITIATED BY: MACH IV ENGINEERING AND SURVEYING LLC

PLAN COMMISSION RECOMMENDATION: Approved

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OSHKOSH, AS ADOPTED BY SECTION 30-32 OF THE OSHKOSH MUNICIPAL CODE.

The Common Council of the City of Oshkosh does ordain as follows:

SECTION 1. That the Official Zoning Map of the City of Oshkosh, as adopted by Section 30-32 of the Oshkosh Municipal Code, is hereby amended by changing the district of the property located at 224 State Street from Central Mixed-Use District (CMU) to Central Mixed-Use District with a Planned Development Overlay (CMU-PD). The subject property to be rezoned includes 224 State Street, which is particularly described below, and the adjacent half of the State Street and Waugoo Avenue Right of way:

BEING LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8100, RECORDED AS DOCUMENT NUMBER 1916711, WINNEBAGO COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and publication.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #24-467 APPROVE ZONE CHANGE FROM CENTRAL MIXED-USE DISTRICT (CMU) TO CENTRAL MIXED-USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (CMU-PD) on August 14, 2024. This ordinance changes the zoning of the property located at 224 State Street from Central Mixed-Use District with to Central Mixed-Use District with a Planned Development Overlay (CMU-PD). The full text of the Ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and on the City's website at www.oshkoshwi.gov. Clerk's phone: (920) 236-5011.

ITEM: PUBLIC HEARING: ZONE CHANGE FROM CENTRAL MIXED USE DISTRICT (CMU) TO CENTRAL MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (CMU-PD) AND APPROVAL OF A GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR PARKING LOT RECONSTRUCTION AT 224 STATE STREET

Plan Commission Meeting of August 6, 2024.

GENERAL INFORMATION

Applicant: Mach IV Engineering and Surveying LLC

Owner: Team SNW LLC

Action(s) Requested:

The applicant requests a zone change from the existing Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD). The applicant also requests approval of a General Development Plan and Specific Implementation Plan for parking lot reconstruction

Applicable Ordinance Provisions:

Zoning map amendment standards are found in Section 30-381 of the Zoning Ordinance. Planned Development standards are found in Section 30-387 of the Zoning Ordinance.

Property Location and Background Information:

The subject site consists of a one-acre parcel located at the southeast corner of State Street and Waugoo Avenue. The site includes commercial building area (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue. The site is zoned Central Mixed Use District (CMU) and the surrounding area is a mixture of commercial, residential, and institutional land uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Commercial	CMU

Recognized Neighborhood Organizations

River East Neighborhood Association

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Commercial/residential/vacant	CMU/ I
South	Institutional & Commercial	CMU/I
East	Institutional	I
West	Commercial	CMU

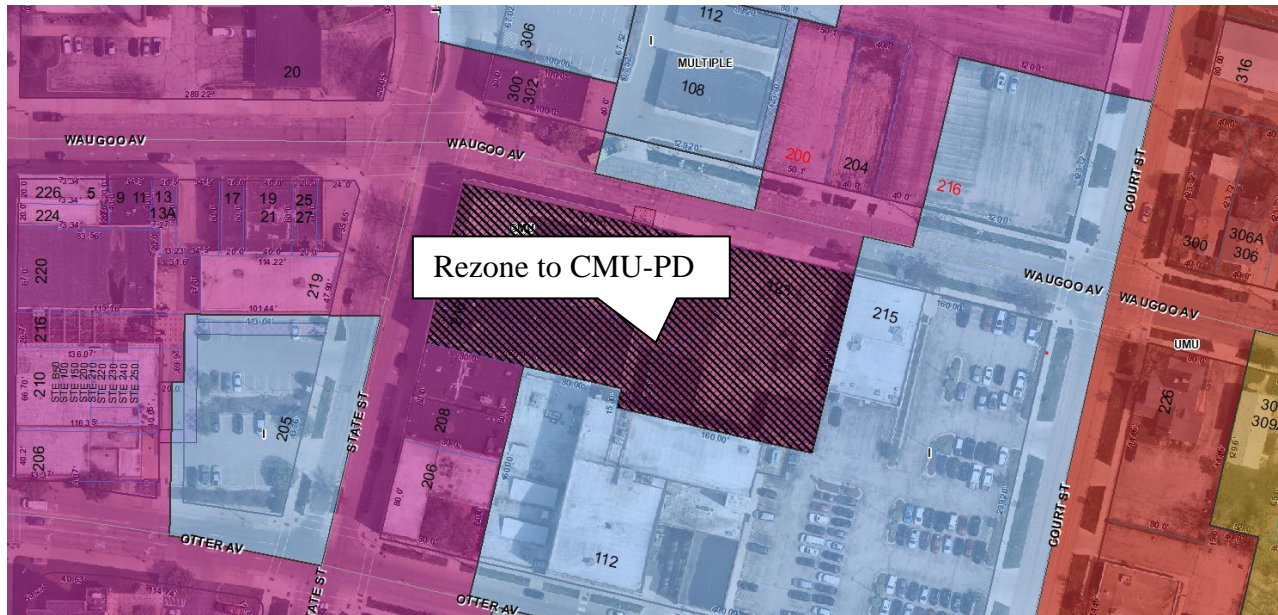
<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	City Center

ANALYSIS

Zone Change

The applicant is requesting a zone change from the Central Mixed Use District (CMU) designation to Central Mixed Use District with a Planned Development Overlay (CMU-PD) for the subject property. The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to allow for reconstruction of the existing legal nonconforming parking lot. The applicant has submitted plans for reconstruction of the parking lot, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) review.

Staff is supportive of the proposed rezone as the Planned Development Overlay will assist with providing needed parking for the site. The CMU-PD zoning designation will remain consistent with the 2040 Comprehensive Land Use Plan recommendation of Center City for the subject site.

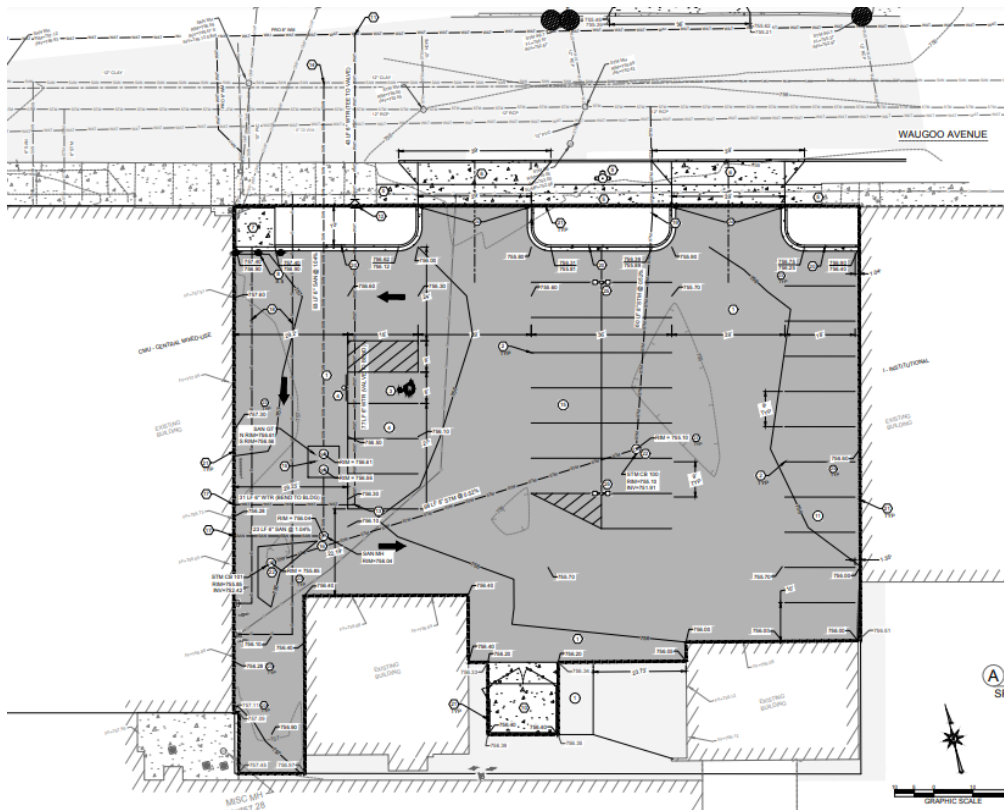


Use

The applicant is currently converting the south building (216 State Street) to a first-floor restaurant and also plans to add hotel accommodations above the restaurant and in the building immediately to the north (224 State Street) as future phases. The anticipated land uses are permitted in the CMU district.

Site Design

The applicant is proposing to reconstruct the existing parking lot, which is accessed off of Waugoo Avenue. The proposed parking lot will have 31 parking stalls and includes a refuse enclosure on the south end of the lot, between the existing garage buildings.



The proposed plan has 0' side (south) and rear (east) setbacks and 10' street side (north) setback for the proposed pavement, where code requires a 5' pavement setback from all property lines in the CMU district. Base Standard Modifications (BSM) are required for the reduced side and rear setbacks of 0'.

Staff is supportive of the BSM requests for reduced side and rear yard setbacks as it will match the existing parking lot setback. The applicant has increased the front setback from the existing 0' to 10', which exceeds the code minimum of 5'. The increased front setback will be landscaped to enhance the appearance of the site from the street.

Signage

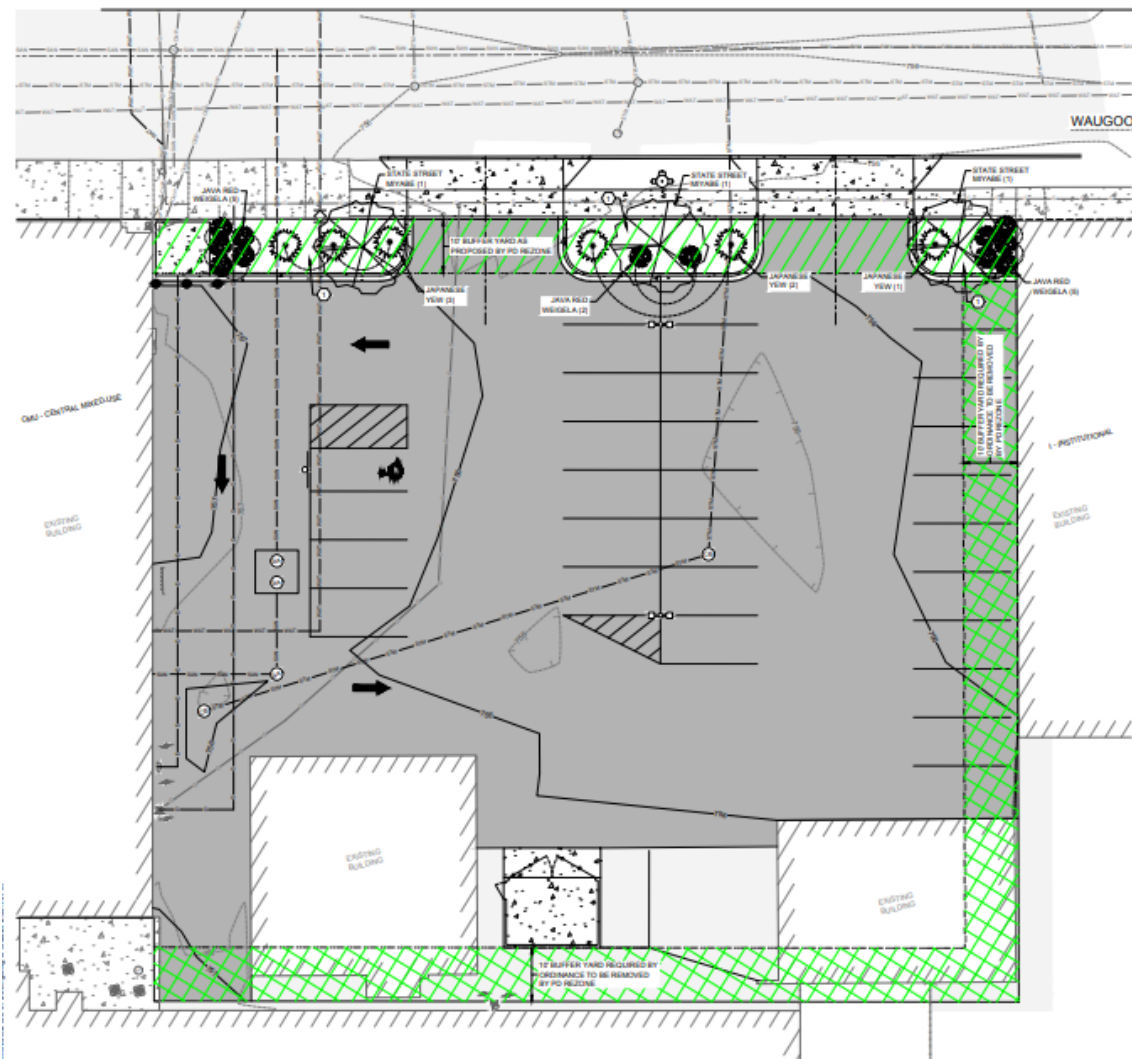
No additional signage is being proposed.

Site Lighting

The applicant has provided a photometric plan that meets minimum lighting levels of 0.4 fc for parking/drive areas. Lighting levels are under the maximum of 1.0 fc at the public right-of-way and 0.5 fc at interior property lines. Light fixtures will consist of decorative wall mounts and 17' light poles with full cut-off fixtures, which is under the maximum fixture height of 20' for the CMU district.

Landscaping

Paved area landscaping is required for the proposed parking lot. The CMU district exempts building foundation, paved area, and yard landscaping requirements. Bufferyard landscaping is required along the east and south property lines as it is abutting an Institutional zoning district.



CITY OF OSHKOSH LANDSCAPING CALCULATIONS					
ZONE	REQUIREMENTS	REQUIRED POINTS	POINTS PROVIDED		
BUILDING FOUNDATIONS	EXEMPT	EXEMPT	EXEMPT		
PAVED AREAS	50 PTS PER 10 STALLS OR 10,000 SF OF PAVED AREA, WHICHEVER IS GREATER, 30% PTS MIN. TALL TREES AND 40% PTS MIN. SHRUBS	31 STALLS / 10 * 50 PTS = 155 PTS 20,110 SF / 10,000 SF * 50 PTS = 101 PTS 46.5 PTS TALL TREES / 62 PTS SHRUBS	3 TALL DECID. TREE 6 MED. EG SHRUB 12 MED.DECID. SHRUB	STATE STREET MIYABE (30) YEW (JAPANESE) (5) WEIGELA (3) TOTAL	90 PTS 30 PTS 36 PTS 156 PTS
STREET FRONTAGE	EXEMPT	EXEMPT	EXEMPT		
YARDS	EXEMPT	EXEMPT	EXEMPT		
BUFFER YARDS	0.3 OPACITY, 0 PTS PER 100 LF 10 LF BUFFER WIDTH, 6' HIGH SOLID FENCE ALONG INSTITUTIONAL DISTRICT	0 PTS, EXISTING BUILDING WALL	0 PTS, EXISTING BUILDING WALL		
TOTAL		155 PTS	156 PTS		

Paved Area

The paved area requirement of 50 landscaping points per 10 parking stalls or 10,000 sq. ft. of paved area is being met. The code further specifies 30% of all points will be devoted to tall trees and 40% will be devoted to shrubs. Both of these requirements are being met. The landscaping ordinance also includes a requirement that a landscape planter island, including a deciduous tree, be planted at all parking row ends. The applicant is requesting a BSM to allow parking row ends without the required landscape island at 5 parking row ends. Staff is supportive of allowing these parking rows without landscape planter islands to preserve sufficient space for vehicle circulation without losing the needed parking stalls.

Bufferyards

A 0.3 opacity bufferyard is required along the neighboring Institutional (I) zoned properties to the south and east of the site. The applicant is requesting a BSM to waive the bufferyard requirement along the south and east property lines. According to the applicant, meeting the bufferyard requirement along these property lines would be impractical due to the location of the existing buildings on and adjacent to the site and would cause undue disturbance to the most contaminated area of the site. The applicant also notes that the east and south sides of the parking lot are bordered by Winnebago County buildings that have walls located on the property line. These areas do not receive much sunlight and it would be difficult to maintain plantings. The required trees located close to the building could also potentially cause damage to the foundations from root penetration.

The 0.3 opacity bufferyard requirement may be met with 10' setback and 6' solid fence or larger setbacks combined with landscaping and lesser fencing. In this particular case, staff feels that requiring a 10' setback with landscaping and/or fencing would not be conventional as the parking lot abuts existing nonresidential buildings. As previously noted, the applicant has provided a larger (10') landscaped front setback than required by code. Staff feels that the increased front setback sufficiently offsets the BSM request to waive the bufferyard requirements.

Storm Water Management/Utilities

The Department of Public Works has noted that work has been coordinated with the Waugoo Construction Project and full site plan approval is required.

Building Facades

No changes are being proposed to the existing building facades. Modifications to the former Oshkosh Northwestern building were approved through Special Area Design Review in April 2024.

FINDINGS/RECOMMENDATION/CONDITIONS

In its review and recommendation to the Common Council on an application for a Zoning Map amendment, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-381 (D)(2):

- (a) Advances the purposes of this Chapter as outlined in Section 30-03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
- (b) Is in harmony with the Comprehensive Plan.
- (c) Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
- (d) Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - (ii) Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

In its review and recommendation to the Common Council on an application for a Planned Development district, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-387 (C)(6):

- (a) The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
- (b) The proposed Planned Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
- (c) The proposed Planned Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
- (d) Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
- (e) The proposed Planned Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.
- (g) The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.

(h) The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

(i) The proposed Planned Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to, and more than compensate for, any requested exceptions/base standard modifications variation of any standard or regulation of this Chapter.

Staff recommends approval of the zone change, General Development Plan, and Specific Implementation Plan with the findings listed above and the following conditions:

1. Base Standard Modification (BSM) to allow reduced side (south) setback to 0'.
2. BSM to allow reduced rear (east) setback to 0'.
3. BSM to allow reduced bufferyard width to 0' along the south and east property lines.
4. BSM to allow parking row ends without landscaped planter islands.

Plan Commission recommends approval of the proposed zone change with the findings and conditions at 224 State Street on August 6, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Mr. Nichols, Mr. Bowen, and Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

The applicant requests a zone change from the existing Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD). The applicant also requests approval of a General Development Plan (GDP) and Specific Implementation Plan (SIP) for parking lot reconstruction.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The subject site is located at the southeast corner of State Street and Waugoo Avenue. It has a commercial building (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue.

The applicant is requesting a rezone as they are requesting to reconstruct an existing legal nonconforming parking lot. They are currently in the process of renovating the south building (216 State Street) to a first-floor restaurant and future plans are to add hotel accommodations above the restaurant and in the building immediately to the north (224 State Street). Staff is supportive of the proposed rezone as the Planned Development Overlay will assist with providing needed parking for the site.

The applicant is proposing to reconstruct the existing parking lot, which will have 31 parking stalls. The proposed plan has 0' side (south) and rear (east) setbacks and 10' street side (north) setback for the proposed pavement, where code requires a 5' pavement setback from all property

lines in the CMU district. Base Standard Modifications (BSM) are required for the reduced side and rear setbacks of 0'.

Staff is supportive of the BSM requests for reduced side and rear yard setbacks as it will match the existing parking lot setback. The applicant has increased the front setback from the existing 0' to 10', which exceeds the code minimum of 5'. The increased front setback will be landscaped to enhance the appearance of the site from the street.

The applicant is requesting a BSM to waive the bufferyard requirement along the south and east property lines. According to the applicant, meeting the bufferyard requirement along these property lines would be impractical due to the location of the existing buildings on and adjacent to the site and would cause undue disturbance to the most contaminated area of the site. The applicant also notes that the east and south sides of the parking lot are bordered by Winnebago County buildings that have walls located on the property line.

The applicant is requesting a BSM to allow parking row ends without the required landscape island at 5 parking row ends. Staff is supportive of allowing these parking rows without landscape planter islands to preserve sufficient space for vehicle circulation without losing the needed parking stalls.

Staff recommends approval of the zone change, GDP, and SIP with the findings and conditions listed in the staff report.

Mr. Kiefer opened up technical questions to staff.

Ms. Davey wondered if the parking lot is sealing in something.

Mr. Lyons stated yes, this is a capped Department of Natural Resource (DNR) environmental site, so we need to maintain a cap here. This improves the look of the area, and adds some green space.

Ms. Davey asked if permeable pavers are an option.

Mr. Lyons stated he would want to work with the environmental consultants to see if that is a viable option, given that it is a capped DNR site. That is typically not an option on those types of sites.

Mr. Kiefer wondered if the building to the east is right up to the property line.

Mr. Lyons stated yes, the County building is, and same thing to the south.

Mr. Kiefer wondered what structures would remain on the site.

Mr. Lyons stated the two existing garages would remain on site...

Mr. Kiefer opened the public hearing and asked if the applicant wanted to make any statements.

Susan Hirschberg with RH Design Build, 2050 Menominee Drive in Oshkosh, was available for questions.

Kelsie Lally, Lead Design on the project, Director of Team SNW, speaking as the owner's representative, stated they will have a 35-room hotel in 2026. Here we have 31 parking stalls, and another lot across the street that will provide additional parking. Available for any questions.

Mr. Kiefer asked if other members of the public wished to speak.

Mr. Kiefer closed the public hearing.

There was no closing statement from the applicant.

Motion by Davey to adopt the findings and recommendation as stated in the staff report.

Seconded by Bowen.

Mr. Kiefer asked if there was any discussion on the motion.

Motion carried 5-0.

From: Kelsie Lally <kelsie@ameenadesign.com>
Sent: Thursday, July 18, 2024 4:30 PM
To: Nieforth, Kelly K
Cc: Slusarek, Brian E.; Lyons, Mark
Subject: Re: [External] 224 State St parking lot

Hi Brian and Mark,

Please consider this our request to waive the second reading requirement for the 224 State Street parking lot project. Our reason being, we will have 4-6 weeks upon approval, to complete all underground mechanicals for the parking lot and install services into the building through an underground trench in the parking lot prior to pouring the parking lot which needs to be complete before the end of paving season. The asphalt crew shuts down for the season mid-end of October.

Additionally, we are not comfortable keeping the modified cap open through the winter season. Our intent is to complete the install of the modified cap as soon as possible.

Please let me know if you need any further information.

Thank you,
Kelsie



City of Oshkosh Application Zoning Map Amendment (Rezoning)

SUBMIT TO:
Dept. of Community Development
215 Church Ave., P.O. Box 1130
Oshkosh, Wisconsin 54903-1130
Room 204
PHONE: (920) 236-5059
Email: planning@ci.oshkosh.wi.us

****PLEASE TYPE OR PRINT USING BLACK INK****

APPLICANT INFORMATION

Petitioner: MACH IV ENGINEERING + SURVEYING Date: 6/18/24
Petitioner's Address: 2260 SALSCHIEDER City: GREEN BAY State: WI Zip: 54313
Telephone #: (920) 589-5765 Email: rmach@mach-iv.com Contact preference: Phone Email
Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer
Petitioner's Signature (required): [Signature] Date: 6/18/24

OWNER INFORMATION

Owner(s): TEAM SNW LLC Date: 6/18/24
Owner(s) Address: 7098 HWY 45 City: OSHKOSH State: WI Zip: 54901
Telephone #: () _____ Email: snw@equalityconstruction.com Contact preference: Phone Email
Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Planning Services Division for incomplete submissions or other administrative reasons.

Property Owner's Signature: [Signature] Date: 6/20/2024

ZONING AND DEVELOPMENT INFORMATION

Address/Location of Rezoning Request: 224 STATE ST.
Tax Parcel Number(s): 90200200000, 90200210000, 90200330000
Rezoned property from: CMU to PD
Purpose for Rezoning: REVISE PARKING SETBACKS DUE TO SITE CONSTRAINTS AND CONTAMINATED SOILS
Describe existing property development and land use: THE PROPERTY WAS PREVIOUSLY THE OSHKOSH NORTHWESTERN PUBLISHING FACILITY
Describe proposed development and/or proposed land use: THE PROPERTY IS BEING RENOVATED INTO A BOUTIQUE HOTEL + RESTAURANT.
Proposed time schedule for development and/or use of the property: BUILDING RENOVATIONS ARE CURRENTLY IN PROGRESS. PARKING LOT RECONSTRUCTION IS SCHEDULED FOR AUGUST-OCTOBER 2024
Zoning Adjacent to the Site:
North: CMU / MULTIPLE
South: CMU / INSTITUTIONAL
East: INSTITUTIONAL
West: CMU

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

(Submit only digital files. If file size exceeds 10 mb, please send through a file transfer. Please note at the discretion of Community Development staff may request a hard copy)

- Map of the immediate area showing property involved. Area to be rezoned must be outlined in color
- A site plan drawn to readable scale showing present status of property and proposed development
- Street address, adjacent streets, intersections and any other information or landmarks to help identify the property
- Location of existing uses, structures, fences and signs and location of proposed uses, structures, fences and signs
- A narrative statement explaining the zone change and discussion of the project

- > **Property owner's signature is required for submittal to be complete.**
- > **Application fees are due at time of submittal. Make check payable to City of Oshkosh.**
- > **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**

I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required):



Date:

6/18/24

SUMMARY OF PROCESS

The City of Oshkosh Plan Commission and Common Council act on all amendments to the Official Zoning Map. The petitioner or owner should be present at both the Plan Commission and Common Council meetings to discuss and answer questions regarding the request.

The application package is reviewed by Planning Services staff to determine conformance with adopted city plans, zoning requirements and development standards. A staff recommendation is prepared for consideration by the Plan Commission and Common Council. The petitioner will be provided with a copy of the staff report and meeting notice several days prior to the Plan Commission meeting. The staff report and meeting notice will also be available on the City's website. No notice is sent to the petitioner or owner regarding the Common Council's consideration of the request. Petitioners and owners are encouraged to contact Planning Services staff to find out when the request will be sent to the Common Council for review.

Neighborhood opinion is an important factor in the decision-making process. If the proposed development is expected to have significant impact on other properties, the petitioner may be required to conduct a neighborhood meeting to solicit public input prior to action by the Plan Commission and City Council. Planning Services staff is available to offer assistance in compiling a mailing list for the neighborhood meeting. If deemed appropriate, notification by mail informing the property owners within 100 feet of the subject property of the proposal may substitute for the public meeting. Please note that a meeting notice will be mailed to all abutting property owners regarding your request.

Within 90 days of filing a complete application, Plan Commission shall hold a public hearing to consider the request. Within 60 days of the public hearing, the Plan Commission may make a written report to the Common Council with recommendations regarding the proposal. The Plan Commission's report is advisory only. The Common Council will make the final decision regarding all zone change requests. The Plan Commission may lay over requests to subsequent meetings if incomplete information is provided or additional questions or concerns are raised at the meeting.

After the Plan Commission makes its recommendation, the request will be forwarded to the Common Council for consideration. This generally occurs three weeks after the Plan Commission meeting depending on the date the Council meeting is scheduled (the Council meets on the 2nd and 4th Tuesday of every month) and on the availability of a legal description for the zone change. Wisconsin State Statutes require a zone change to be published as Class II notice in the local newspaper, the City takes care of this publication requirement prior to the Council meeting.

The Common Council may approve the Official Zoning Map amendment as originally proposed, may approve the proposed amendment with modifications, or may deny approval of the proposed amendment. If the Official Zoning Map amendment is approved, the Ordinance is published in the newspaper on the following Saturday and will be effective on Sunday. City administrative offices are notified of the effective date of the Ordinance and will make changes to the Official Zoning Map accordingly.

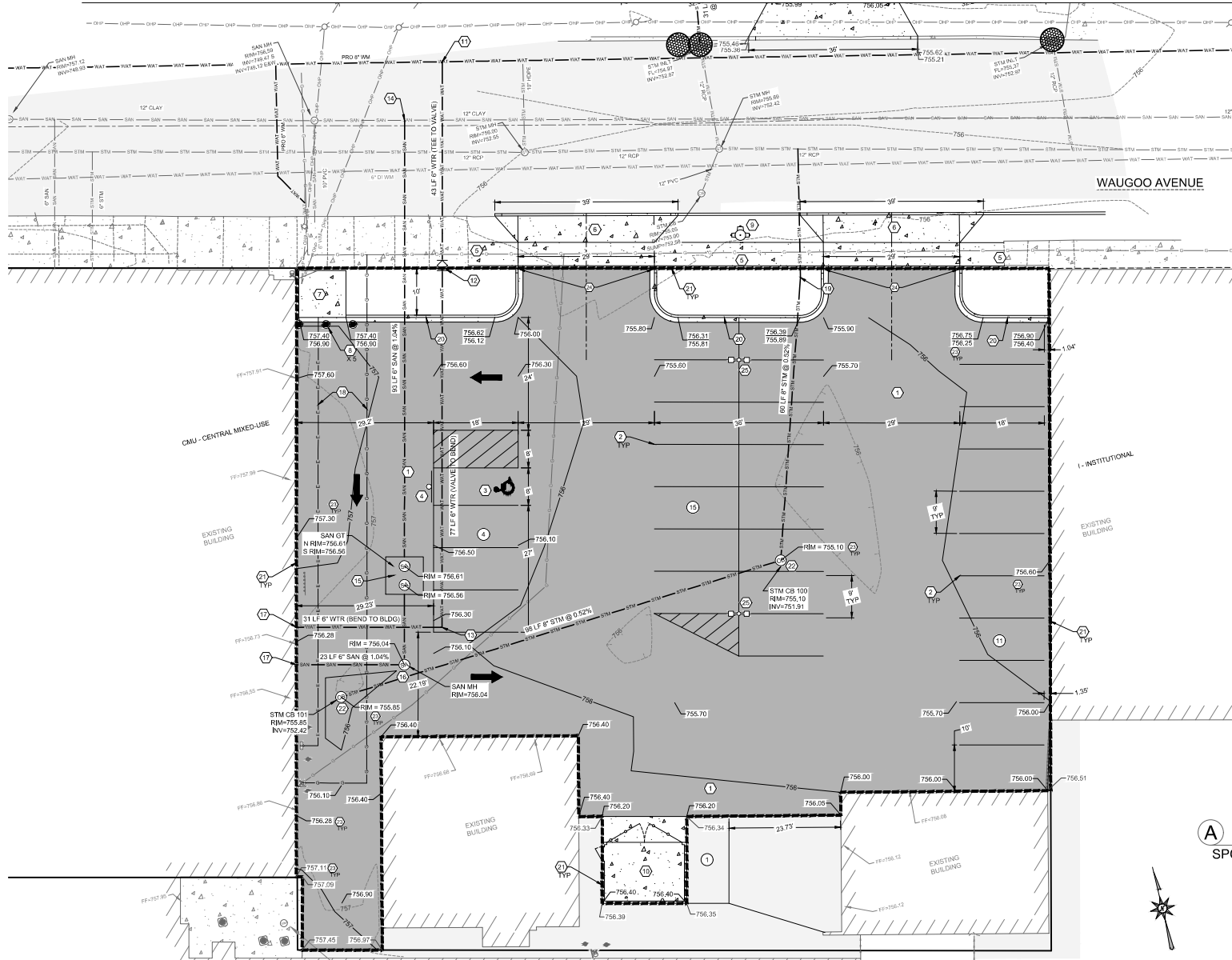
For more information please visit the City's website at www.ci.oshkosh.wi.us/Community_Development/Planning.htm

224 State Oshkosh Northwestern PD Rezoning Narrative

A rezoning of parcels 90200200000, 90200210000 and 90200330000 is being requested to change the zoning from CMU to PD. The PD zoning is being requested to modify the buffer yard requirements of Article IX: Landscaping Requirements of the City of Oshkosh Zoning Ordinance. The property is currently being renovated from the previous Oshkosh Northwestern publishing facilities to a boutique hotel and restaurant. The existing parking lot is a contaminated site with deed restrictions in place requiring a pavement cap. The Owner's environmental consultant is working with the DNR to modify the existing cap plan to allow the reconstruction of the parking lot.

The Landscaping Requirements of the Zoning Ordinance require a 10' buffer where the CMU zoning meets other districts. This would be required along the east and south sides of the parking lot where the adjacent zoning is I-Institutional. The Ordinance sets forth point requirements that would require this site to provide 155 points of landscaping. Meeting these requirements in the 10' of area along the south and east sides of the parking lot would be impractical due to the location of existing buildings on and adjacent to the site and would also cause undue disturbance in the most contaminated area of the site. The east and south sides of the parking lot are bordered by Winnebago County buildings that have walls located on the property line. These areas do not receive much sunlight and as a result would be difficult to maintain plantings. The required trees located that close to existing buildings could also potentially cause damage to the foundations from root penetration. There are also two existing building on the subject property located in the buffer area. As a result of the locations of the existing building on and adjacent to the site there is very little visibility into the site that a landscape buffer would improve.

The requested proposed PD would relocate the landscaping to the north side of the property that borders Waugoo Avenue as shown on the attached plan. A 10' wide area would be planted according to the attached landscape plan. The proposed landscape plan provides 156 points of landscaping in this area. The plantings in this area should receive adequate sunlight to thrive and will provide the most aesthetic benefits to the public utilizing Waugoo. This also will have the greatest aesthetic benefit for the patrons of the site by framing the entrances and buffering the view of the street. The proposed PD would preserve the public interest by providing landscaping that exceeds the numerical requirements of the ordinance and provides an increased aesthetic benefit to the public and adjacent properties.



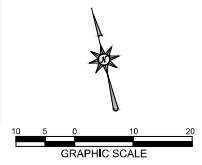
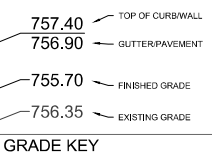
Benchmarks		
Label	Elevation	Description
BM 513	758.01	POINT OF ARROW ON HYDRANT

SHEET KEY NOTES:

- ① RE-PAVE TO EXISTING GRADES TO MAINTAIN AND REPAIR PAVEMENT CAP OVER CONTAMINATED SOILS (BRR'S 802-F-15042)
- ② 4" WIDE PAINT STRIPE, COLOR BY OWNER
- ③ ADA HANDICAP STALL, SYMBOL, SEE DETAIL C SHEET C3.0
- ④ ADA HANDICAP SIGN, SEE DETAIL D SHEET C3.0
- ⑤ CONCRETE SIDEWALK PER CITY STANDARDS, COORDINATE INSTALLATION OF SIDEWALK WITH THE CITY OF OSHKOSH, CITY TO INSTALL SIDEWALK AS PART OF WAUGOO AVENUE RECONSTRUCTION
- ⑥ CONCRETE DRIVEWAY APRON PER CITY STANDARDS, COORDINATE INSTALLATION WITH THE CITY OF OSHKOSH, REFER TO DETAIL B SHEET C3.0 CITY TO INSTALL APRON AS PART OF WAUGOO AVENUE RECONSTRUCTION
- ⑦ 10' X 10' TRANSFORMER PAD, COORDINATE INSTALLATION WITH UTILITY OWNER
- ⑧ BOLLARDS, SEE DETAIL E SHEET C3.0
- ⑨ NEW HYDRANT LOCATION, BY CITY
- ⑩ DUMPSTER ENCLOSURE, REFER TO ARCHITECTURAL DRAWINGS
- ⑪ CONNECT TO WATER MAIN WITH TEE, COORDINATE CONNECTION WITH THE NEW WATER MAIN INSTALLATION AND THE WAUGOO AVENUE RECONSTRUCTION, SEE DETAIL F SHEET C3.0
- ⑫ 6" WATERMAIN VALVE, SEE DETAIL F SHEET C3.0
- ⑬ 6" 90° BEND
- ⑭ CONNECT TO EXISTING SANITARY SEWER
- ⑮ 1,000 GALLON, 8" X 8" GREASE TRAP
- ⑯ SANITARY MANHOLE, SEE DETAIL G SHEET C3.0
- ⑰ COORDINATE CONNECTION TO BUILDING WITH BUILDING OWNER
- ⑱ COORDINATE INSTALLATION OF UTILITY WITH UTILITY OWNER
- ⑲ CONNECT TO STORM SEWER LATERAL, COORDINATE CONNECTION WITH STORM SEWER LATERAL INSTALLATION AND THE WAUGOO AVENUE RECONSTRUCTION, INVERT = 751.80, FIELD VERIFY
- ⑳ CURB AND GUTTER, PAN TO BE REVERSE, SEE DETAIL H SHEET C3.0
- ㉑ LIMITS OF DISTURBANCE: 19,587 SF
- ㉒ CATCH BASIN, SEE DETAIL I SHEET C3.0
- ㉓ SPOT GRADE, SEE DETAIL A THIS SHEET
- ㉔ MATCH INTO EDGE OF SIDEWALK BEING INSTALLED WITH THE WAUGOO AVENUE RECONSTRUCTION
- ㉕ LIGHT POLE LOCATION

UTILITY NOTES:

1. SANITARY LATERAL SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
2. WATER SERVICE SHALL BE COPPER, C900 PVC OR HDPE, ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN POLYETHYLENE WRAP.
3. ALL SERVICE LATERALS SHALL HAVE TRACER WIRE.
4. ALL WORK SHALL CONFORM TO THE MOST RECENT EDITION OF "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN" AND THE MUNICIPALITY'S STANDARD SPECIFICATIONS.
5. WATER LINE THRUST RESTRAINTS (NOT SHOWN FOR CLARITY) SHALL BE PROVIDED AS SPECIFIED FOR CONCRETE THRUST BLOCKS.
6. STORM SEWER SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
7. NOTIFY THE MUNICIPALITY THREE WORKING DAYS PRIOR TO WORK IN THE RIGHT-OF-WAY.
8. CONNECTIONS TO MUNICIPALITY SYSTEMS SHALL BE IN ACCORDANCE WITH THEIR STANDARD SPECIFICATIONS.



SURVEY NOTE

AT TIME OF FIELD WORK THERE WAS APPROXIMATELY 6" OF SNOW ON THE GROUND OR IN PILES FROM PLOWING.



1981 BOWEN STREET
OSHKOSH, WI 54901
P: 920.231.1519
F: 920.231.1715
RHdesignbuild.com

224 STATE STREET
OSHKOSH, WI 54901

C2.1 PARKING SITE PLAN



2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-0765, Fax: 920-569-5767
www.mach-iv.com
Project Number: 2153-01-23

DATE	DESCRIPTION
04/02/2024	DATE SUBMITTED
04/16/2024	CITY REQUEST

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ZONE CHANGE, GDP, & SIP
PC: 8.6.2024

S BAYER HOLDINGS LLC
N6053 FOREST RIDGE RD
GREEN LAKE WI 54941-9737

JACOBA INC
25 WAUGOO AVE
OSHKOSH WI 54901-4848

TEAM SNW LLC
C/O TABATHA-GM
216 STATE ST
OSHKOSH WI 54901-4839

WINNEBAGO COUNTY
C/O FINANCE DEPT
PO BOX 2808
OSHKOSH WI 54903-2808

DISCOVERY PROPERTIES LLC
230 OHIO ST STE 200
OSHKOSH WI 54902-5894

HARRY & PRISCILLA KIECKHAFF
702 E IRVING AVE
OSHKOSH WI 54901-4643

TEAM SNW LLC
7098 S HIGHWAY 45
OSHKOSH WI 54902-8812

BBLD LLC
PO BOX 800
OSHKOSH WI 54903-0800

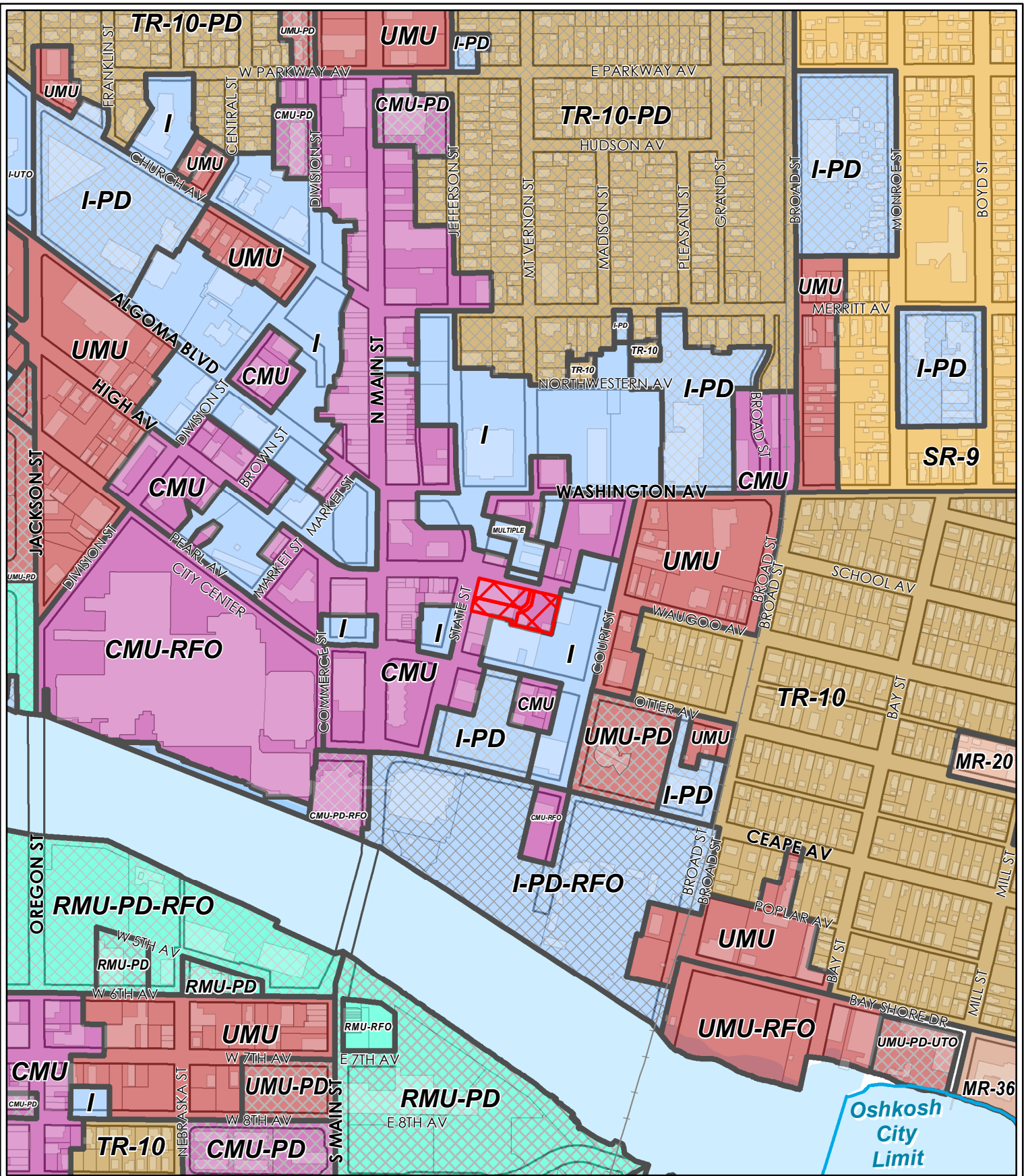
DALE SCHOOL APTS INC
C/O MR CHARLES HERTEL
PO BOX 143
OSHKOSH WI 54903-0143

RIVER EAST NBHD ASSOC
C/O KATHY WEBB
543 OTTER AVE
OSHKOSH WI 54901-5103

RIVER EAST NBHD ASSOC
C/O TAMMY HACKETT
349 BOWEN ST
OSHKOSH WI 54901-5155

RIVER EAST NBHD ASSOC
C/O CARMEN SCOTT
521 OTTER AVE
OSHKOSH WI 54901-5103

DOWNTOWN NBHD ASSOC
C/O JESSIE MEIDL
903 W 7TH AVE
OSHKOSH WI 54902-5854



ZONING MAP

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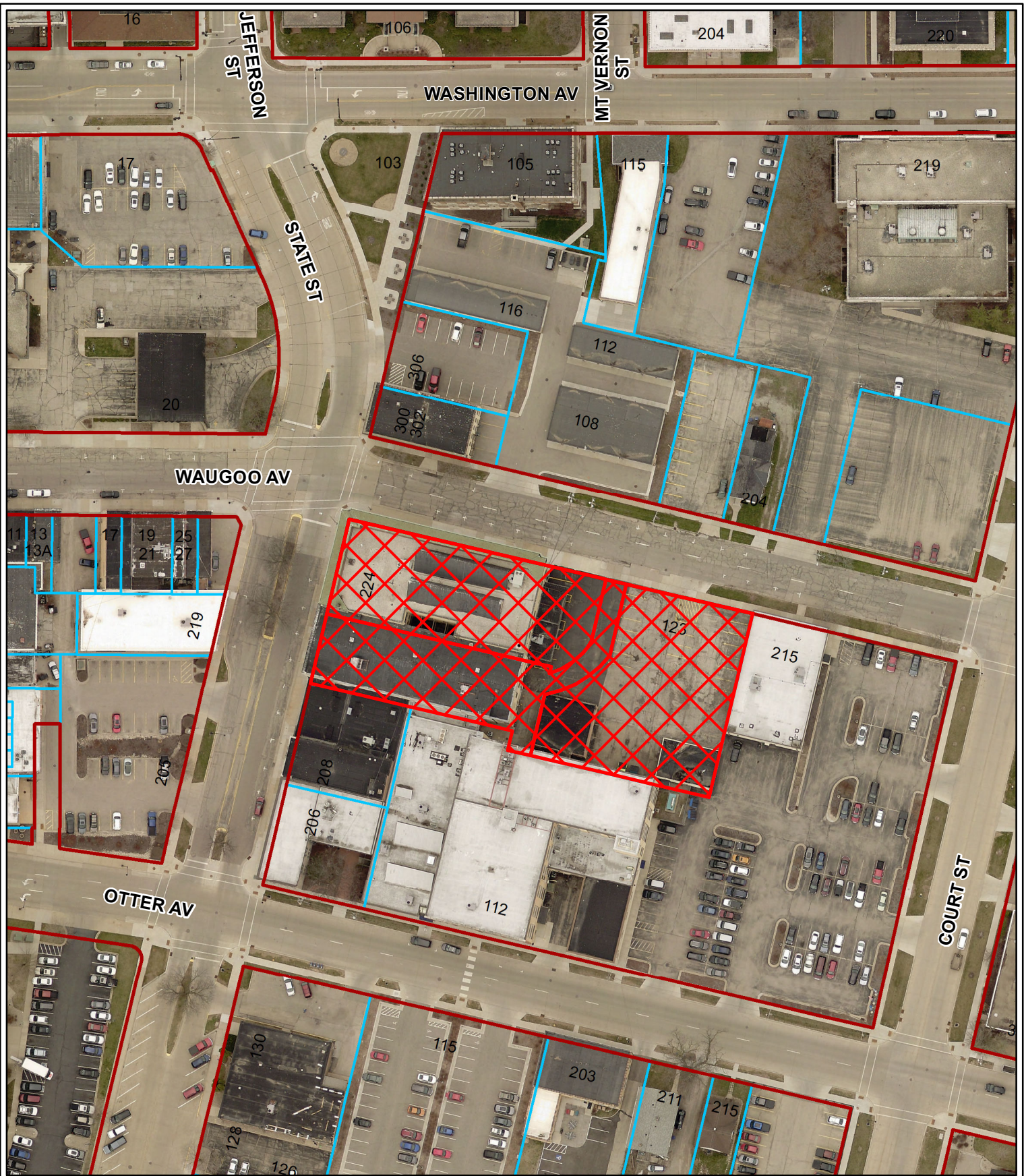


1 in = 0.09 mi
1 in = 500 ft


Printing Date: 7/15/2024

Prepared by: City of Oshkosh, WI





AERIAL MAP


 1 in = 0.02 mi
 1 in = 100 ft

Printing Date: 7/15/2024
 Prepared by: City of Oshkosh, WI



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TO: Honorable Mayor and Members of the Common Council
FROM: John Fitzpatrick, Asst. City Manager/Director Admin Services
DATE: August 14, 2024
SUBJECT: Res 24-468 Accept Proposal for Executive Search Services for City Manager Position - MGT/GovHR (\$25,000.00)

BACKGROUND

City Manager Rohloff announced his impending retirement, effective January 3, 2025. At the time of the announcement, Council provided direction to staff to solicit a proposal from a reputable organization to provide executive recruitment services for the upcoming vacancy.

ANALYSIS

The City has previously utilized GovHR, now part of MGT, for executive recruitment services with positive results. MGT/GovHR has been utilized in the last five years by over 100 cities, villages, and towns to fill manager/administrator positions throughout the United States and are a leader regionally as well as nationally in their field.

FISCAL IMPACT

The estimated impact of this agreement is approximately \$25,000.00.

RECOMMENDATION

Based on the analysis conducted, staff recommends approval of the City Manager Executive Recruitment Services proposal provided by MGT/GovHR.

Attachments

RES 24-468
MGT/GovHR Proposal

8/14/2024

24-468

RESOLUTION

CARRIED

6-1

PURPOSE: ACCEPT PROPOSAL FOR EXECUTIVE SEARCH SERVICES FOR CITY MANAGER POSITION - MGR/GOVHR (\$25,000.00)

INITIATED BY: DEPARTMENT OF ADMINISTRATIVE SERVICES

BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached proposal from MGT/GovHR for Executive Search Services to assist with the recruitment of a City Manager is hereby accepted and the proper City officials are hereby authorized and directed to enter into an agreement to carry out all actions necessary to implement the City's obligations under the agreement.

BE IT FURTHER RESOLVED that the money for this purpose is hereby appropriated from:
Acct. No. 0100-0040-6412 HR Division - Contractual Agreement Pymnts

Proposal
AUG 5, 2024



City Manager Executive Recruitment Services

City of Oshkosh,
Wisconsin

Submitted by:

MICHELE MORAWSKI
ASSISTANT DIRECTOR, CLIENT SERVICES
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
mmorawski@govhrusa.com

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Cover Letter



Aug 5, 2024

John Fitzpatrick, Administrative Services
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54903-1130

RE: PROPOSAL FOR CITY MANAGER

Dear Mr. Fitzpatrick:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Oshkosh (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 790 Frontage Road, Suite 213 Northfield, Illinois 60093 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to the City of Oshkosh. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or mmorawski@govhrusa.com.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*



Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our ***promise to be flexible and responsive.*** We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.**



Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449
The Interlocal Purchasing System (TIPS)
#220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

Performance Solutions

The MGT Performance Solutions team has an impressive track record of providing **customized solutions, objective research, creative recommendations, and quality products** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (**the nation's leading social impact firm**) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP



Heidi Voorhees
(847) 380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori
(847) 380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

The Social Impact of MGT's Work

*Impacting
Communities.
For Good.*



Defined by Our Impact

We understand the goals of the City of Oshkosh and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to **lift and strengthen their human resources solutions.**

MGT's Primary Consulting Divisions

Our firm includes **more than 600 professionals and administrative staff** to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.



Performance Solutions

Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.



Education Solutions

Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.



Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.

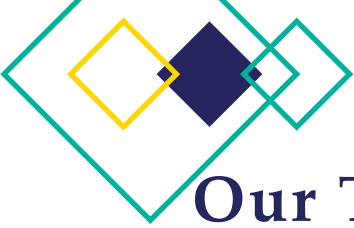
Why Choose MGT/GovHR?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.



“We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.”

I would highly recommend MGT and hope to do business with them again for our next study.”

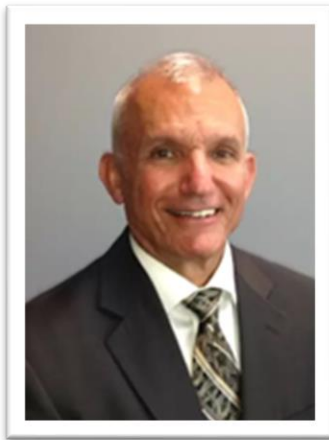


Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

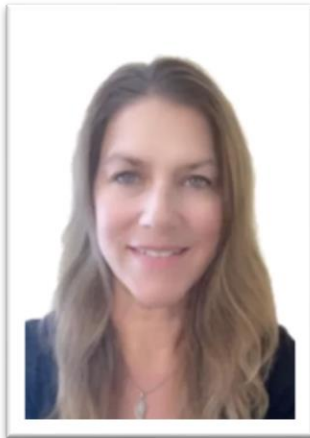
MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Lee Szymborski. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A**.

Project Manager & Main Point of Contact

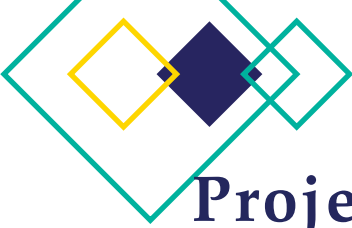


LEE SZYMBORSKI
Senior Vice President
414-750-7799
LSzymborski@GovHRusa.com

Proposal Inquiries



MICHELE MORAWSKI
Assistant Director
Client Services
224.415.3791
MMorawski@GovHRusa.com



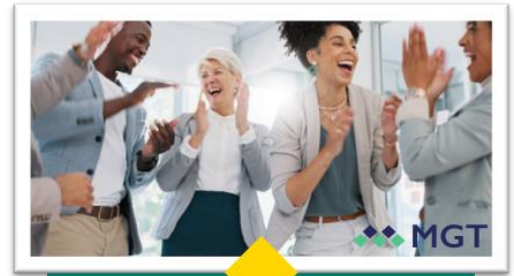
Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING

“The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City’s needs.”

MGT Client Satisfaction Components



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- ◆ One-on-one or group interviews with stakeholders identified by the City.
- ◆ Community forums (in-person or via video) can be used to gather input and feedback.
- ◆ Surveys can be used for department personnel and/or the community to gather feedback.
- ◆ Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ◆ MGT consultants will personally identify and contact potential candidates.
- ◆ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ◆ Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- ◆ Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- ◆ Candidates will be narrowed down to those that meet the qualification criteria.
- ◆ Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- ◆ MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- ◆ MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- ◆ The City will receive a log of all applicants and may review resumes if requested.
- ◆ Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- ◆ Develop the first and second round interview questions for City review and comment.
- ◆ Coordinate candidate travel and accommodations.
- ◆ Provide City with an electronic file that includes:
 - Candidates' credentials.

PROJECT APPROACH & METHODOLOGY

- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Enhanced Verified National Criminal | ✓ Bankruptcy, Leans, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- ◆ Tour of City facilities.
- ◆ Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- ◆ MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- ◆ MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	█	█												
Phase 2: Advertising, Candidate Recruitment, & Outreach			█	█	█	█								
Phase 3: Candidate Evaluation & Screening							█	█	█					
Phase 4: Presentation of Recommended Candidates										█				
Phase 5: Interviewing Process & Background Screening											█	█		
Phase 6: Appointment of Candidate													█	█

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT’s experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT’s GovHR also has a long-standing commitment to DEI. Since the firm’s inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRUSA.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

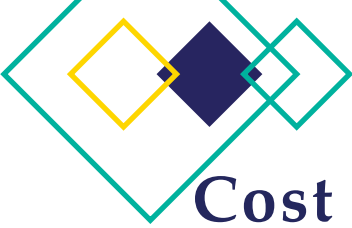
COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client’s needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$25,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- ◆ Recruitment brochure interview process
- ◆ Presentation of recommended candidates
- ◆ Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

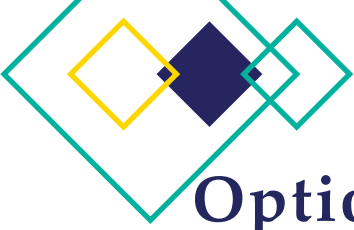
- ◆ **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- ◆ **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- ◆ **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.



Lee Szymborski

Senior Vice President | GovHR, within MGT's Social Impact Solutions

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.



Since joining GovHR in 2014, Mr. Szymborski has conducted more than 175 searches spanning all types of municipal positions including City Manager, City Administrator, and department head positions for communities throughout the Midwest, South, and East Coast. He has completed more than 24 management studies and strategic plans for several Wisconsin, Illinois, and Missouri communities; professional associations; and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota, and Massachusetts communities.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. He served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets and more than 170 employees serving 23,000 residents. He also worked for the City of Wauwatosa and Milwaukee County. In Illinois, Mr. Szymborski served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work, including the purchase of a \$14M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10-community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16M mixed-use development in Mequon's Town Center. Additionally, he is skilled in budgeting, personnel administration, community engagement efforts, and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled all aspects of recruiting the management team, and managed the Village's HR efforts. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Professional Education

Master of Science in Urban Affairs, University of Wisconsin – Milwaukee

Bachelor of Arts in Political Science and English, University of Wisconsin – Milwaukee

Professional Development & Speaking Engagements

Engagements

Speaker at state City Management Association meetings in Wisconsin, Illinois, and Missouri

Former Adjunct Instructor at Upper Iowa University - Milwaukee Center and Concordia University Wisconsin

Published articles in Public Management Magazine, Milwaukee Journal Sentinel

Professional Background

Over 33 Years of Experience in Local Government Administration.

- City Administrator, Mequon, WI, 1999-2014
- Assistant Village Manager, Buffalo Grove, IL, 1987-1999
- Milwaukee County and City of Wauwatosa, WI, 1980-1986

Memberships & Affiliations

Mequon Police Commission

Mequon-Thiensville Sunrise Rotary Club

Board of Directors for the Mequon Nature Preserve

International City/County Management Association

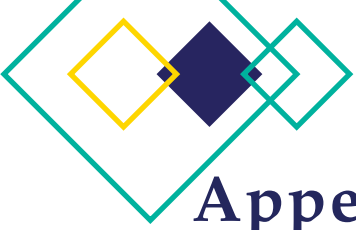
Wisconsin City/County Management Association

Former President Illinois Association of Municipal Management Assistants

Former President Mequon-Thiensville Sunrise Rotary Club

Awards

Mequon – Thiensville Chamber of Commerce's Distinguished Service Award



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

APPENDIX B. CLIENT LIST



City Management Client List 2019 to Present

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Dacono	City Manager	2024	6,494
	Englewood	City Manager	2019	34,957
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Florida	Apopka	City Administrator	2024	55,496
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Decatur	Deputy City Manager	2019	76,178
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	Lake Barrington	Village Administrator	2022	4,879
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
Morton Grove	Village Administrator	2024	23,500	
Mundelein	Village Administrator	2020	31,385	
Niles	Village Manager	2021	30,001	
	North Chicago	Chief of Staff	2021	30,020

APPENDIX B. CLIENT LIST

	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	Willowbrook	Village Administrator	2019	8,967
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939

APPENDIX B. CLIENT LIST

	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
Wisconsin	Baraboo	City Administrator	2019	12,048
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Monroe	City Administrator	2020	10,827
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158

APPENDIX B. CLIENT LIST

	Whitewater	City Manager	2022	14,300
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TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: August 14, 2024
SUBJECT: **Res 24-469 **Approve General Development Plan and Specific Implementation Plan for a Personal Storage Facility at 400 City Center (Plan Commission Recommends Approval) (**Applicant Has Requested Layover of This Issue to August 27th**)

BACKGROUND

The subject site consists of the City Center building, located at the southeast corner of Jackson Street and Division Street. The City Center building is enveloped by a 16.5-acre condo parcel. The surrounding parent parcel has four street frontages as well as frontage on the Riverwalk. The site was constructed in 1970 and has several commercial and institutional users, and the surrounding area consists primarily of commercial uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject site.

ANALYSIS

The applicant is proposing to remodel the northern portion of the City Center building for a personal storage facility use, Extra Space Storage. The personal storage facility will use approximately 75,000 sq. ft. (10%) of the overall building. The applicant is requesting a base standard modification to allow the personal storage facility use as it is not permitted in the Central Mixed Use (CMU) District.

According to the applicant, the site will have overhead doors for customer vehicle access and approximately 35 customer cars per day are anticipated. The applicant notes that insufficient parking has been a problem when the site is fully utilized. The storage use will result in a reduction of parking demand for the site as it will only need 4 parking spaces as compared to other commercial uses which have a higher parking demand. The applicant feels that this will help with future parking needs for the site. The applicant states that the space has been on the market for 2 years and has received no interest as the market for large office space has dramatically changed over the last 5 years. They also feel that the proposed use will provide needed storage space for nearby apartment tenants.

The proposed building exterior modifications include closing the existing loading dock and providing glass overhead doors as well as painting the concrete panels and installing recyclable metal cladding on portions of the facades. The applicant also proposes using spandrel glass in window openings to shield the view of the storage operations within the building. This is intended to limit the industrial appearance and use of the site.

The applicant has submitted plans to remove existing building foundation landscaping for installation of new landscaping. The new landscaping will result in 136% of the existing landscaping points in these areas, which is intended to offset the requested base standard modification (BSM) to allow the prohibited land use.

A Plan Commission (PC) workshop was held on May 21, 2024 to discuss the proposed plans. PC was generally supportive of the plans, but voiced concerns with storage along a major thoroughfare, Jackson Street. PC also felt that the proposed building updates could be an improvement to the appearance of the building and it may be an opportunity to add greenspace.

BOARD/COMMISSION INFORMATION

Staff expressed concerns with allowing a storage use within the CMU District as the zoning ordinance only allows this use within industrial zoning districts and the use may not fit the character of a downtown area. There are existing personal storage facilities within the City in mixed use zoning districts, such as U-Haul sites on Ohio Street and North Koeller Street, and CubeSmart on South Koeller Street. However, the U-Haul on Ohio Street is zoned Urban Mixed Use (UMU) and was established prior to the current zoning ordinance, making it a legal nonconforming use. The U-Haul and CubeSmart sites along Koeller Street are zoned Suburban Mixed Use (SMU) and were approved with the intent of including commercial out lots along the street frontage to buffer the storage facility from public view.

The 2040 Comprehensive Land Use Plan recommendation of Center City is not intended to allow for storage or industrial uses. The site is located within the Downtown Outer Core subarea of the Imagine Oshkosh Plan, which does not list storage or industrial uses as desired land uses. Staff expressed concerns with setting a precedent of allowing a prohibited use that is inconsistent with the Comprehensive Land Use Plan and Imagine Oshkosh Plan for the Center City area.

At the July 16, 2024 Plan Commission voiced support for the proposed use developed and made the below findings in support of the proposed development and as justification for the necessary Base Standard Modifications. The attached minutes provide further information related to their comments and decision-making.

1. Does not detract from the physical appearance of the area and actually improves the look of a building that is a long-term staple of our downtown area
2. Produces a logical use for a downtown area that has limited storage opportunities
3. The continued growth of the downtown area for residential use with multi-family housing will necessitate increased convenient self-storage

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value for the site. The applicant is anticipating spending approximately \$850,000 on the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested General Development Plan and Specific Implementation Plan for a personal storage facility at 400 City Center with findings and conditions as established on July 16, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-469

GDP SIP 400 City Center

08/14/2024

24-469

RESOLUTION

LAID OVER

6-1 PRESENT

PURPOSE: APPROVE GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR A PERSONAL STORAGE FACILITY AT 400 CITY CENTER

INITIATED BY: CITY CENTER ASSOCIATES LLC

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the General Development Plan and Specific Implementation Plan for a personal storage facility at 400 City Center, is consistent with the criteria established in Section 30-387 of the Oshkosh Zoning Ordinance

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that a General Development Plan and Specific Implementation Plan for a personal storage facility at 400 City Center, per the attached, is hereby approved, with the following findings:

1. The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
2. The proposed Planned Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
3. The proposed Planned Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
5. The proposed Planned Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.
6. The proposed Planned Development project design does not detract from areas of natural beauty surrounding the site.
7. The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
8. The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
9. The proposed Planned Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this Chapter.
10. For Planned Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the following are conditions of approval for a General Development Plan and Specific Implementation Plan Amendment for a personal storage facility at 400 City Center:

1. Does not detract from the physical appearance of the area and actually improves the look of a building that is a long-term staple of our downtown area.
2. Produces a logical use for a downtown area that has limited storage opportunities.
3. The continued growth of the downtown area for residential use with multi-family housing will

necessitate increased convenient self-storage.

ITEM: GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR A PERSONAL STORAGE FACILITY AT 400 CITY CENTER

Plan Commission Meeting of July 16, 2024.

GENERAL INFORMATION

Owner/Applicant: City Center Associates LLC

Action(s) Requested:

The applicant requests approval of a General Development Plan and Specific Implementation Plan for a personal storage facility.

Applicable Ordinance Provisions:

Planned Development standards are found in Section 30-387 of the Zoning Ordinance.

Property Location and Background Information:

The subject site consists of the City Center shopping center building, located at the southeast corner of Jackson Street and Division Street. The City Center building is enveloped by a 16.5-acre condo parcel. The surrounding parent parcel has four street frontages as well as frontage on the Riverwalk. The site was constructed in 1970 and has several commercial and institutional users and the surrounding area consists primarily of commercial uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject site.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Commercial	Pending CMU-RFO-PD

Recognized Neighborhood Organizations

Downtown Oshkosh Neighborhood Association

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Commercial	CMU/UMU/I
South	Riverwalk	I-PD
East	Commercial	CMU
West	Mixed Commercial/Residential	RMU-PD-RFO

Comprehensive Plan Land Use Recommendation

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	City Center

ANALYSIS

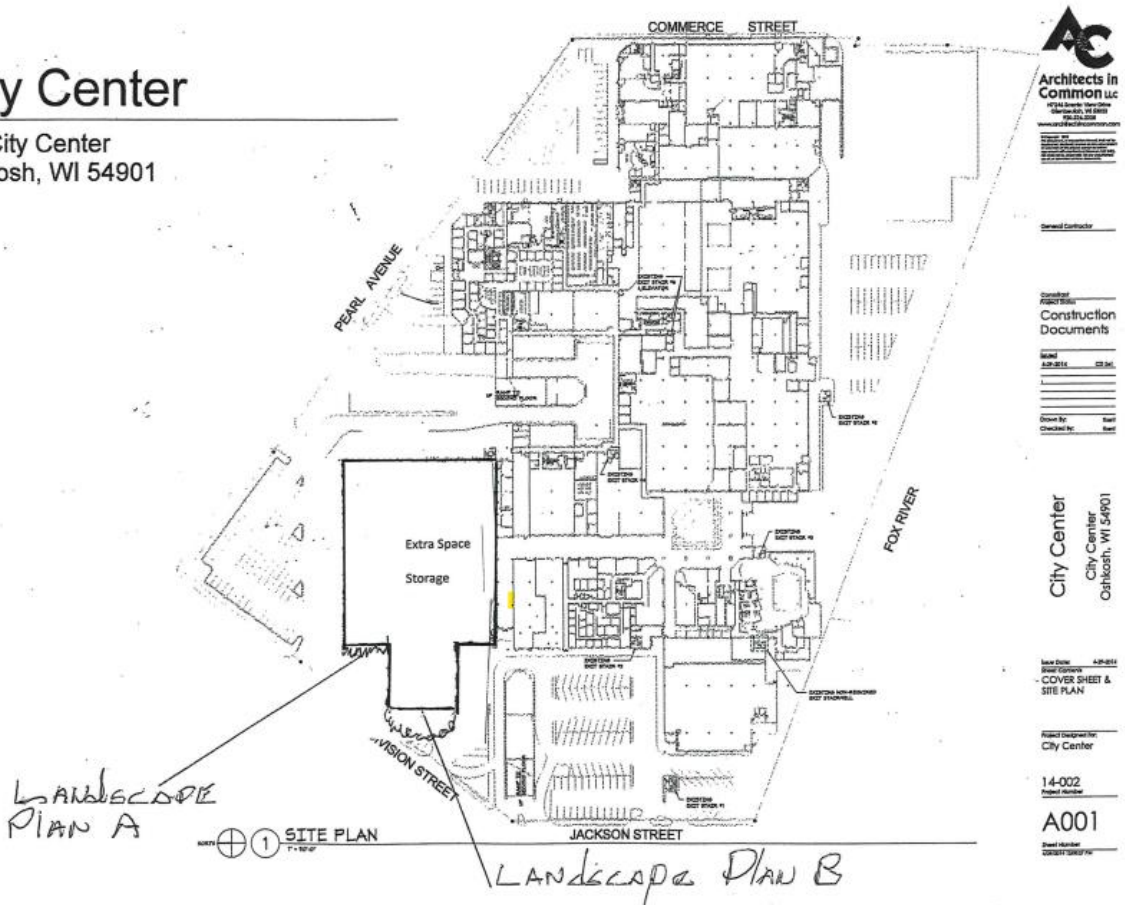
Use

The applicant is proposing to remodel the northern portion of the City Center building for a personal storage facility use (Extra Space Storage). The applicant is requesting a base standard modification (BSM) to allow the personal storage facility use as it is not permitted in the CMU District.

According to the applicant, the site will have four overhead doors for customer vehicle access and approximately 35 customer cars per day anticipated. The applicant notes that insufficient parking has been a problem when the site is fully utilized. The storage use will result in a reduction of parking demand for the site as it will only need 4 parking spaces as compared to commercial uses which have a higher parking demand. The applicant feels that this will help with future needs for the site. The applicant states that the property has been on the market for 2 years and has received no interest as the market for large office space has dramatically changed over the last 5 years. They also feel that the proposed use will provide needed storage space for nearby apartments.

City Center

250 City Center
Oshkosh, WI 54901



A Plan Commission workshop was held on May 21, 2024 to discuss the proposed plans. Plan Commission was generally supportive of the plans, but voiced concerns with storage along a major thoroughfare (Jackson Street). Plan Commission also felt that the proposed building updates could be an improvement to the appearance of the building and it may be an opportunity to add greenspace.

Staff has concerns with allowing a storage use within the Central Mixed Use District as the zoning ordinance only allows this use within industrial zoning districts and may not fit the character of a downtown area. There are existing personal storage facilities within the City in mixed use zoning districts, such as U-Haul sites on Ohio Street and North Koeller Street and CubeSmart on South Koeller Street. However, the U-Haul on Ohio Street is zoned Urban Mixed Use (UMU) and was established prior to the current zoning ordinance, making it a legal nonconforming use. The U-Haul and CubeSmart sites along Koeller Street are zoned Suburban Mixed Use (SMU) and were approved with the intent of including commercial out lots along the street frontage to buffer the storage facility from public view.

The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area. This land use designation is intended to allow for high intensity office, retail, housing, hospitality, conference, and public land uses. The site is located within the Downtown Outer Core subarea of the Imagine Oshkosh Plan. This subarea lists restaurants, retail/service businesses, multi-family residential, entertainment, hotels and hospitality, professional offices, medical practices, and public and institutional buildings as desired land uses. Staff has concerns with setting a precedent of allowing a prohibited use that is inconsistent with the Comprehensive Land Use Plan and Imagine Oshkosh Plan for the Center City area.

Staff understands the applicant's difficulties filling the vacant building space based on current market conditions. However, recommending approval of the proposed personal storage use would not be consistent with established planning/zoning principles. With the proposed use being prohibited in this zoning district, staff recommends Plan Commission determine if granting a Base Standard Modification (BSM) for the proposed use is appropriate for the site.

Site Design

No changes are being proposed to the existing site layout.

Signage

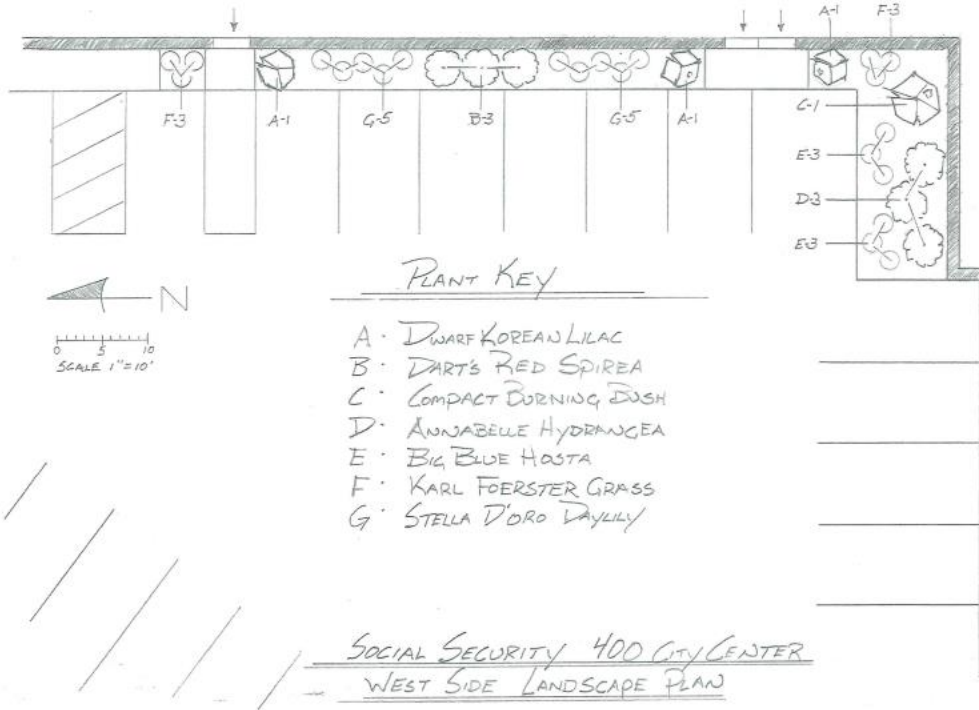
The provided elevations include wall signage which appear to be compliant with the maximum wall sign area of 1 sq. ft. per linear foot of building frontage. Final signage plans are addressed under a separate building permit and must comply with CMU District signage standards.

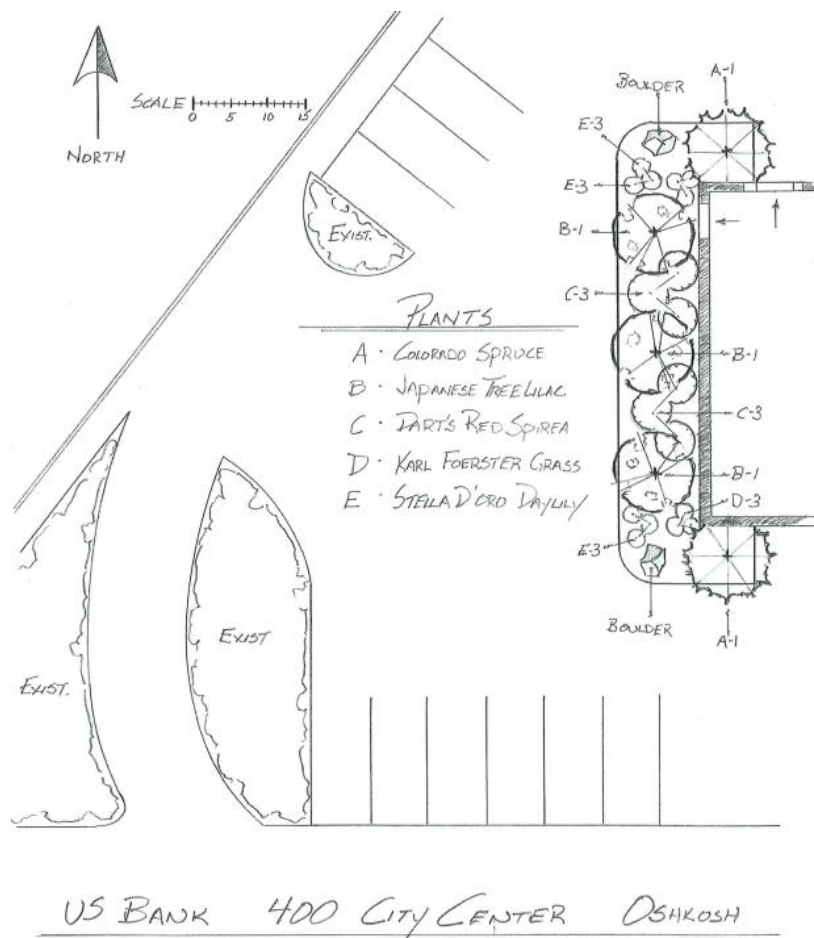
Site Lighting

No additional lighting is being proposed for the site.

Landscaping

No additional landscaping is required as no additional building or parking areas are being added to the site. The applicant has submitted plans to remove existing building foundation landscaping for installation of new landscaping. The new landscaping will result in 136% of the existing landscaping points in these areas. If a BSM is granted for the proposed storage use, the new landscaping will serve to offset the BSM request.





Storm Water Management/Utilities

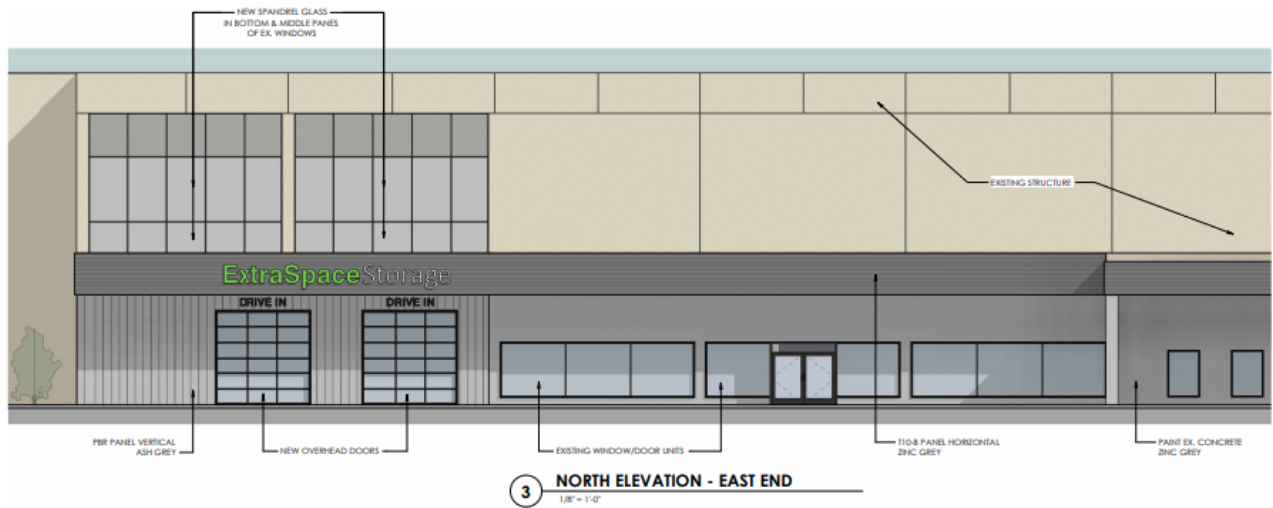
The Department of Public Works has noted that there is a water main easement on the south end of the building where landscaping will not be allowed. Any site work will require site plan approval.

Building Facades

Special area design review is required for exterior building modifications within the Riverfront Overlay District (RFO), which may be addressed through the Planned Development. The applicant has submitted plans for exterior modifications for the proposed personal storage facility. The proposed changes are detailed below, as noted by the applicant.

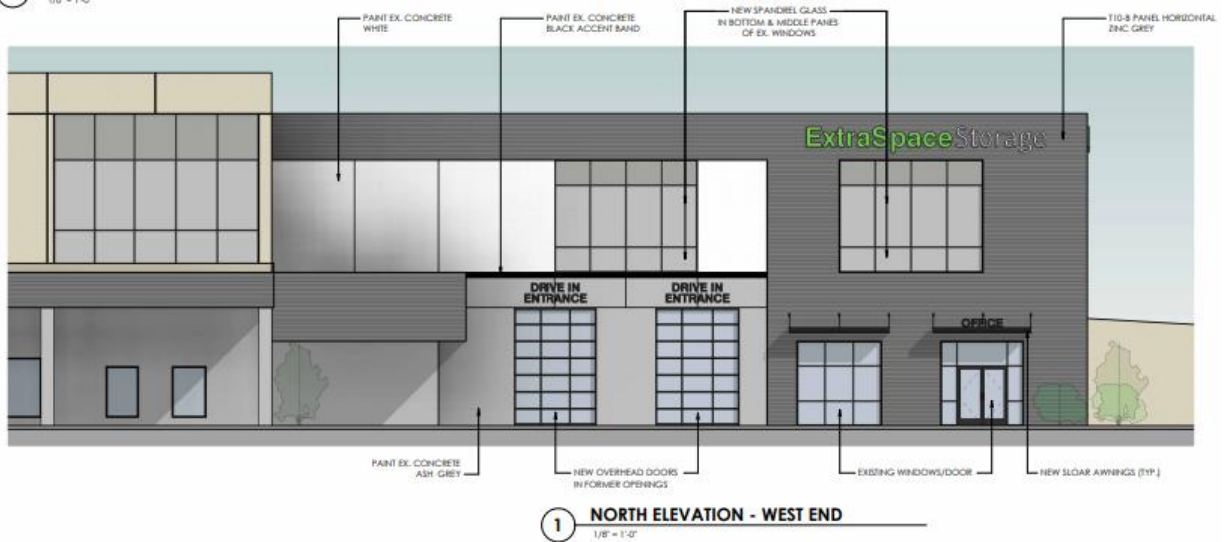
North Elevation East End

This is currently an open loading dock and visible standby generator. The applicant proposes closing it in with two overhead doors. The windows which flank the existing doors will be covered with a film similar to the window cladding on the rest of the property. This is intended to prevent the interior storage operation from being visible to the street. The masonry panels will be painted to match the Extra Space Storage color palette.



North Elevation West End

This area will consist of two overhead doors and the main entrance to their space. The far right area will consist of metal cladding to match the color scheme of the building. The other areas will be painted to match.



West Elevation of Building

This area will be painted to match the remainder of the building using existing contour of the concrete panels.



The applicant feels that the building will be enhanced by closing the loading dock and providing glass overhead doors as well as painting the concrete panels and using recyclable metal cladding. Staff is supportive of the proposed exterior modifications as all existing window openings will be maintained and the proposed metal cladding features (33% west wall, 32% north wall) are of a comparable material class to the existing concrete panels. The applicant also proposes using spandrel glass in window openings to shield the view of the storage operations within the building. This serves to limit the industrial appearance of the site. Staff is recommending a condition that all existing window openings be maintained to preserve the commercial appearance of the building.

Overall Site

The applicant is requesting a BSM to allow a prohibited land use and is also requesting approval of façade renovations. To offset the requested BSM, the applicant is proposing to replace landscaping at 136% of the existing landscape point total. Staff has concerns with allowing a prohibited storage use which conflicts with the recommendations of the Comprehensive Plan and Imagine Oshkosh Plan for the Center City. Therefore, it is appropriate for Plan Commission to determine if and how the industrial use meets the criteria for a Planned Development and required findings. Should Plan Commission recommend approval, staff is supportive of the proposed landscaping and building exterior modifications.

FINDINGS

Plan Commission will need to determine findings during their deliberation. Section 30-387(C)(6) of the zoning ordinance establishes criteria for Planned Developments. The criteria are listed below.

- (a) The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
- (b) The proposed Planned Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
- (c) The proposed Planned Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
- (d) Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
- (e) The proposed Planned Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.

- (f) The proposed Planned Development project design does not detract from areas of natural beauty surrounding the site.
- (g) The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
- (h) The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
- (i) The proposed Planned Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this Chapter.
- (j) For Planned Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

CONDITIONS

If Plan Commission recommends approval of the proposed General Development Plan and Specific Implementation Plan, staff recommends the following conditions be included:

1. Base Standard Modification to allow personal storage facility use in Central Mixed Use District (CMU).
2. All existing window openings shall be maintained and not closed or filled.
3. Final landscaping and signage plans shall be reviewed and approved by the Department of Community Development.

Plan Commission recommended approval of the requested General Development Plan and Specific Implementation Plan for a personal storage facility with the findings and conditions at 400 City Center on July 16, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Site Inspections Report: Mr. Bowen, Ms. Scheuermann, Ms. Propp, Mr. Nichols, and Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

The applicant requests approval of a General Development Plan and Specific Implementation Plan for a personal storage facility.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The applicant is proposing to remodel the northern portion of the City Center building for a personal storage facility use (Extra Space Storage). The

applicant is requesting a base standard modification (BSM) to allow the personal storage facility use as it is not permitted in the CMU District. According to the applicant, the site will have four overhead doors for customer vehicle access and approximately 35 customer cars per day anticipated. The storage use will result in a reduction of parking demand for the site as it will only need 4 parking spaces as compared to commercial uses which have a higher parking demand. The applicant feels that this will help with future needs for the site.

A Plan Commission workshop was held on May 21, 2024 to discuss the proposed plans. Plan Commission was generally supportive of the plans. Staff has concerns with allowing a storage use within the Central Mixed-Use District as the zoning ordinance only allows this use within industrial zoning districts and may not fit the character of a downtown area.

The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area. Storage or industrial uses are not permitted uses based on the Comp. Plan. The site is located within the Downtown Outer Core subarea of the Imagine Oshkosh Plan. Industrial and storage are not listed as desired uses for the area within the Imagine Oshkosh Plan.

Staff understands the applicant's difficulties filling the vacant building space based on current market demands. With the proposed use being prohibited in this zoning district, staff recommends Plan Commission determine if granting a Base Standard Modification (BSM) for the proposed use is appropriate for the site.

The applicant provided a landscape plan. They are proposing to remove all existing landscaping that surrounds the building and install new landscaping. The new landscaping will result in 136% of the existing landscaping points. This would serve to offset the BSM if granted for the storage land use.

The applicant is proposing to close the loading dock, provide glass overhead doors, paint concrete panels, and utilize metal cladding. Staff is supportive of the proposed exterior modifications as all existing window openings will be maintained and the proposed metal cladding features are of a comparable material class to the existing concrete panels. The applicant also proposes using spandrel glass in window openings to shield the view of the storage operations within the building. This serves to limit the industrial appearance of the site. Staff has concerns with allowing a prohibited storage use and is recommending Plan Commission determine if and how the industrial use meets the criteria for a Planned Development and required findings. Should Plan Commission recommend approval, staff is supportive of the proposed landscaping and building exterior modifications.

Mr. Lyons stated because this is inconsistent with our underlying plans for the area, if Plan Commission chooses to recommend approval, they will need to articulate their exact findings on why this should be approved. The normal findings we use cannot be used in this instance, so Plan Commission and Council will have to articulate specific reasons and findings for why, if recommending approval.

Ms. Propp opened up technical questions to staff.

Mr. Bowen and Ms. Scheuermann wanted clarification on findings.

Mr. Lyons stated if there is a motion to approve, there must be findings articulated as part of the motion. Findings are basically your specific reasons why you have come to that conclusion. Findings become part of all ordinances and resolutions.

Mr. Nichols wondered how the findings are handled by Council.

Mr. Lyons stated Council could adopt the findings that Plan Commission recommends, or they could choose to make their own set of findings.

Mr. Nichols wanted to know how many housing units are proposed, right now, for the downtown area.

Mr. Lyons will research that.

Ms. Propp referenced pages that list findings in the staff report.

Ms. Lyons stated findings A through J in the zoning ordinance are examples for a planned development as listed in the ordinance. It gives you some criteria, and types of things you can consider. They are by no means the only things you can consider.

Mr. Nielsen stated when staff recommends approval on other planned developments, the findings used are applicable to the specific property/development so they vary.

Ms. Propp opened the public hearing and asked if the applicant wanted to make any statements.

Kurt Koeppler, of 1726 River Mill Road, resident of Oshkosh for fifty years, and one of the managing partners and owners of City Center. We purchased this property in 2001 and at that time it had a seventy-five percent vacancy rate. Since the purchase, we have invested over twelve million dollars in improvements. The project we are bringing you today is a critical part of our property. The market for large office space is virtually non-existent. Due to Covid more people are working from home. This previously was a US Bank back-room office complex. They downsized because most of their people are working from home. We have had the property on the market for two years and have received no interest. We think that Extra Space Storage will be a great fit for our property and the reasons are as follows: they're a national chain with over thirty-five hundred locations; they have the largest self-storage facility in the country; parking is a problem at our property when we are full; US Bank tenant required two hundred parking stalls and US Bank (*maybe meant to say Extra Space Storage*) will require four, so it is a significant downsize of our parking requirements enabling us to offer more parking to future and potential tenants. Extra Space Storage operates more as a retail destination. They have limited access with overhead doors with controlled entrances. Customers will drive up, open one of the overhead doors, pull in, close the door behind them, unload, and then exit. There will be no storage outside of any vehicles. No trailers; no semis; everything will be inside. Will average about thirty-five cars

a day. That is the normal car load that would be arriving. We have done extensive research on Extra Space Storage and believe they will be a great asset to our property and to the community. Apartment living has become a way of life for many Americans and the need to put their excess items in storage has become a necessity. Extra Space Storage fits that need. I have toured some of their sites. I have even used some of their sites, and they are first rate. They are well lit, safe, clean, and they couldn't run a better operation. We plan to make improvements to the exterior of the building to facilitate this need. For the sake of clarity, Mr. Koeppler asked staff to put up the elevations on the screen and he then discussed them in detail. This will be a great upgrade for us. I can't explain how important it is to our site, to let us maintain the current budget plans that we have that allow us to keep it looking as good as it does. Thank you for your time. I want to commend you on the workshop idea. I have been doing this for a lot of years, and have come before the Plan Commission on numerous occasions. I think the workshop is a great addition to what you guys do.

Eric Welhouse, of W2646 Buchanan Road in Appleton WI, is an owner of several Extra Space Storage sites, and the developer working with Mr. Koeppler on the City Center location. Will go over some highlights. This facility will be staffed. There will be access hours, which I think were indicated before in the workshop. The typical hours of operation for staffing are from 9:30 a.m. to 6 p.m., Monday through Friday. Saturday is 9 a.m. to 5 p.m. The access hours are 6 a.m. to 10 p.m. So, it is not like it is open 24/7. It should eliminate loitering and keep everybody's stuff safe. These are Class A storage facilities. It's really a different product. Most of the time when people hear of self-storage they think of long buildings with multiple doors, and poorly lit. This is completely opposite. There is LED lighting, it is staffed, and hours of operation. Extra Space Storage is the largest self-storage operator in the United States. They know what they are doing and they do it very well. They coexist in multiple urban settings like this throughout the nation. I can give you examples of those if you'd like.

Ms. Propp asked if any members of the public wished to speak.

Ms. Propp closed the public hearing and public comments.

There was no closing statement from the applicant.

Motion by Nichols to approve the General Development Plan and Specific Implementation Plan with the following findings:

- 1. Does not detract from the physical appearance of the area and actually improves the look of a building that is a long-term staple of our downtown area.*
- 2. Produces a logical use for a downtown area that has limited storage opportunities.*
- 3. The continued growth of the downtown area for residential use with multi-family housing will necessitate increased convenient self-storage.*

Seconded by Scheuermann.

Ms. Propp asked if there was any discussion on the motion.

Ms. Scheuermann is overwhelmingly in support of this, mostly for the general look, feel, and need. If you look up the franchise you instantly get a warm feel. This feels more like a business to me, with hours of operation. Less cars coming and going. Seems like a no brainer to me.

Mr. Bowen wondered if the social security office is staying in City Center, or if the storage encompasses that area as well.

Mr. Koeppler stated that will be staying, as they have a long-term lease. The storage will just be in the old US Bank portion of the building.

Mr. Bowen stated activating this space and making sure it remains relevant is a better use than it being vacant and dragging down everything around it. This is something I can definitely get behind.

Ms. Davey wondered if they would tear down the building, if their proposal did not pass.

Mr. Koeppler stated no.

Ms. Davey asked if there are four overhead doors.

Mr. Koeppler stated yes.

Ms. Propp thinks it is important to maintain the whole City Center, which has become a really important part of downtown. The architecture on this building is unique, and was done by a noted architect. I want to support this.

Motion carried 5-0.



City of Oshkosh

Submittal to:
Dept. of Community Development
215 Church Ave., P.O. Box 1130
Oshkosh, WI 54901
Room 204
PHONE: (920) 236-5059
Email: planning@ci.oshkosh.wi.us

Planned Development Application For General Development Plan or Specific Implementation Plan

****PLEASE TYPE OR PRINT USING BLACK INK****

APPLICANT INFORMATION

Petitioner: City Center Associates LLC Date: 5/30/2024
Petitioner's Address: 334 City Center City: Oshkosh State: WI Zip: 54901
Telephone #: (920) 222-5050 Email: Kakopples@gmail.com Contact preference: Phone Email
Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer
Petitioner's Signature (required): K. A. Köppl Date: 5/30/2024

OWNER INFORMATION

Owner(s): City Center Associates LLC Date: 5/30/2024
Owner(s) Address: 234 City Center City: Oshkosh State: WI Zip: 54901
Telephone #: (920) 233-5050 Email: Kakopples@gmail.com Contact preference: Phone Email
Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Planning Services Division for incomplete submissions or other administrative reasons.

Property Owner's Signature: K. A. Köppl Date: 5/30/2024

TYPE OF REQUEST:

- General Development Plan (GDP)
- General Development Plan (GDP) Amendment
- Specific Implementation Plan (SIP)
- Specific Implementation Plan (SIP) Amendment

SITE INFORMATION

Address/Location of Proposed Project: 400 City Center Oshkosh WI 54901
Proposed Project Type: Building Rehab
Estimated Cost: \$ 850,000.00
Current Use of Property: Mixed Zoning: CMU-RFL
Land Uses Surrounding Your Site: North: Commercial
South: Commercial
East: Commercial
West: Commercial

- It is recommended that the applicant meet with Planning Services staff prior to submittal to discuss the proposal.
- Application fees are due at time of submittal. Make check payable to City of Oshkosh.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

For more information please visit the City's website at <https://www.ci.oshkosh.wi.us/CommunityDevelopment/>

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

(Submit only digital files. If file size exceeds 10 mb, please send through a file transfer. Please note at the discretion of Community Development staff may request a hard copy)

The following information must be provided in order for the application to be considered complete and able to be scheduled for Plan Commission Review. Please use the checklist below to determine the required information to be submitted at the time of application. If all information below cannot be provided at the time of application, please request a waiver in writing to the Division's Director or designee.

- **A General Development Plan (GDP) submittal, per Section 30-387(C)(4), shall include the following items (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):**
 - General location map of the subject site depicting:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject property.
 - Current zoning of the subject site and abutting properties, and the jurisdiction(s) that maintains that control.
 - A graphic scale and north arrow.
 - Generalized site plan showing the pattern or proposed land uses, including:
 - General size, shape, and arrangement of lots and specific use areas.
 - Basic street pattern and pattern of internal drives.
 - General site grading plan showing preliminary road grades.
 - Basic storm drainage pattern, including proposed on-site stormwater detention.
 - General location of recreational and open space areas, including designation of any such areas to be classified as common open space.
 - Statistical data, including:
 - Minimum lot sizes in the development.
 - Approximate areas of all lots.
 - Density/intensity of various parts of the development.
 - Building coverage.
 - Landscaping surface area ratio of all land uses.
 - Expected staging.
 - Conceptual landscaping plan.
 - General signage plan.
 - General outline of property owners association, covenants, easements, and deed restrictions.
 - A written description of the proposed Planned Development, including:
 - General project themes and images.
 - The general mix of dwelling unit types and/or land uses.
 - Approximate residential densities and nonresidential intensities.
 - General treatment of natural features.
 - General relationship to nearby properties and public streets.
 - General relationship of the project to the Comprehensive Plan or other area plans.
 - Proposed exceptions from the requirements of the Zoning Ordinance and enhancements that will be provided to compensate for them.
 - Traffic Impact Analysis (TIA), if deemed necessary by the Director of Planning Services, or designee.
- **A Specific Implementation Plan (SIP) submittal, per Section 30-387(C)(5), shall include the following items. Note that the area included in an SIP may be only a portion of the area included in a previously approved GDP (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):**
 - An existing conditions map of the subject site depicting the following:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject site.
 - Current zoning of the subject property and all abutting properties, and the jurisdiction(s) that maintains that control.
 - Existing utilities and recorded easements.
 - All lot dimensions of the subject site.
 - A graphic scale and a north arrow.
 - An SIP map of the proposed site showing at least the following:
 - All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled
 - All required and proposed building setback and offset lines
 - Impervious surface ratio (percentage)

- All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, walls
- Location of all outdoor storage and refuse disposal areas and the design and materials used for construction
- Location and dimension of all on-site parking (and off-site parking provisions if they are to be utilized), including a summary of the number of parking stalls provided per the requirements of Section 30-175 City of Oshkosh Zoning Ordinance
- Location and dimension of all loading and service areas on the subject property
- Location, height, design, illumination power and orientation of all exterior lighting on the property including a photometrics plan
- Location of all exterior mechanical equipment and utilities and elevations of proposed screening devices where applicable (i.e. visible from a public street or residential use or district). Mechanical equipment includes, but is not limited to; HVAC equipment, electrical transformers and boxes, exhaust flues, plumbing vents, gas regulators, generators
- Proposed grading plan.
- Specific landscaping plan for the subject site, specifying the location, species, and installation size of plantings. The landscaping plans shall include a table summarizing all proposed species and required and provided landscaping points for all applicable landscaping components (building foundation, paved areas, street frontages, yards, bufferyards).
- Architectural plans for any nonresidential buildings, multi-family structures, or building clusters, other than conventional single-family or two-family homes on individual lots, in sufficient detail to indicate the floor area, bulk, and visual character of such buildings. The architectural plans shall include a percentage breakdown of exterior materials applied to each building façade.
- Conceptual Engineering plans for all water and sewer systems, stormwater systems, roads, parking areas, and walkways.
- Signage plan for the project, including all project identification signs, concepts for public fixtures and signs, and group development signage themes that may or may not vary from City standards or common practices.
- Any other necessary information as determined during pre-submittal meeting with City staff.
- Specific written description of the proposed SIP including:
 - Specific project themes and images.
 - Specific mix of dwelling unit types and/or land uses.
 - Specific residential densities and nonresidential intensities as described by dwelling units per acre, and landscaping surface area ratio and/or other appropriate measures of density and intensity.
 - Specific treatment of natural features, including parkland.
 - Specific relationship to nearby properties and public streets.
 - Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads; density/intensity of various parts of the development; building coverage, and landscaping surface area ratio of all land uses; proposed staging; and any other plans required by Plan Commission.
 - A statement of rationale as to why PD zoning is proposed. This statement shall list the standard zoning requirements that, in the applicant's opinion, would inhibit the development project and the opportunities for community betterment that are available through the proposed PD project.
 - A complete list of zoning standards that would not be met by the proposed SIP and the location(s) in which such exceptions/base standard modifications would occur and enhancements that will be provided to compensate for them.
 - Phasing schedule, if more than one development phase is intended.
- Agreements, bylaws, covenants, and other documents relative to the operational regulations of the development and particularly providing for the permanent preservation and maintenance of common open areas and amenities.
- A written description that demonstrates how the SIP is consistent with the approved GDP and any and all differences between the requirements of the approved GDP and the proposed SIP.

Planning Staff may waive certain requirements if deemed not applicable to the project review.

I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required):



Date:

5/30/2024

Kurt Koeppler
1726 River Mill Rd.
Oshkosh, WI 54901

I am one of the managing Partners and Owner at City Center. We purchased the property in 2001. At that time there was a 75% vacancy rate. Since the purchase we have invested over \$12 million in improvements.

The Project we are bringing to you today is a critical part of our Property. The market for large office space has dramatically changed over the last 5 years. Due to Covid more peopler are working from home and the need for this type of space is vitally non existent. We have had the property on the market for over 2 years and have received no interest.

We think Extra Space Storage will be a great fit for our property.
The reasons are as follows:

They are a national chain with over 3,500 locations nationwide. They are the largest self storage facility in the country.

Parking is problem when the Property is full. US Bank, our previous tenant required 200 parking stalls. Extra Space Storage will reduce that to 4 spaces. This is a huge plus for our future needs.

Extra Space Storage operates more as a retail destination. They have limited access 4 over head doors and controlled entrances. Customers will drive up, open one of the overhead doors, pull in, close the door behind them, unload and then exit. There will be no outside parking of any vehicles. Typically they have an average of only 35 cars per day.

We have done extensive research on Extra Space Storage and we believe they will be a great asset to our Property and our community.

As apartment living has become a way of life for many Americans, the need for places to put their excess items has become a necessity. Extra Space Storage fits that need. We have toured some sites and they are first rate. Clean. Safe. Secure. Well lit. We would not be here if we thought otherwise.

We plan on making improvements to the exterior of the building. For the sake of clarity I am going to refer to the elevation as to the direction they face. Please look at the attached drawings.

NORTH ELEVATION EAST END

This is currently an open loading dock and visible standby generator. We propose closing that in with two overhead doors. This will be an improvement to what is currently there.

The windows which flank the existing doors will be covered with a film similar to the window cladding on the rest of the Property. This will prevent any interior operations from being visible to the street. The masonry panels will be painted to match the attached Extra Space Storage color palette in your packet. The area above will be painted an exact color.

NORTH ELEVATION WEST END

This area will consist of 2 overhead doors and the main entrance to their space.

The far right area will consist of metal cladding to match the color scheme of the building. The other areas will be painted to match.

All customers will have access to the overhead doors. They will open them with a remote, pull in, unload and leave.

WEST END OF BUILDING

This area will be painted to match the remainder of the building using the existing contour of the concrete panels. Please see the landscape plan attached, that will be completed in that area. We anticipate additional landscaping in that area after final plans are submitted for the new Oregon St. Bridge.

We will use the same color palette to enhance the Social Security entrance.

SUMMARY

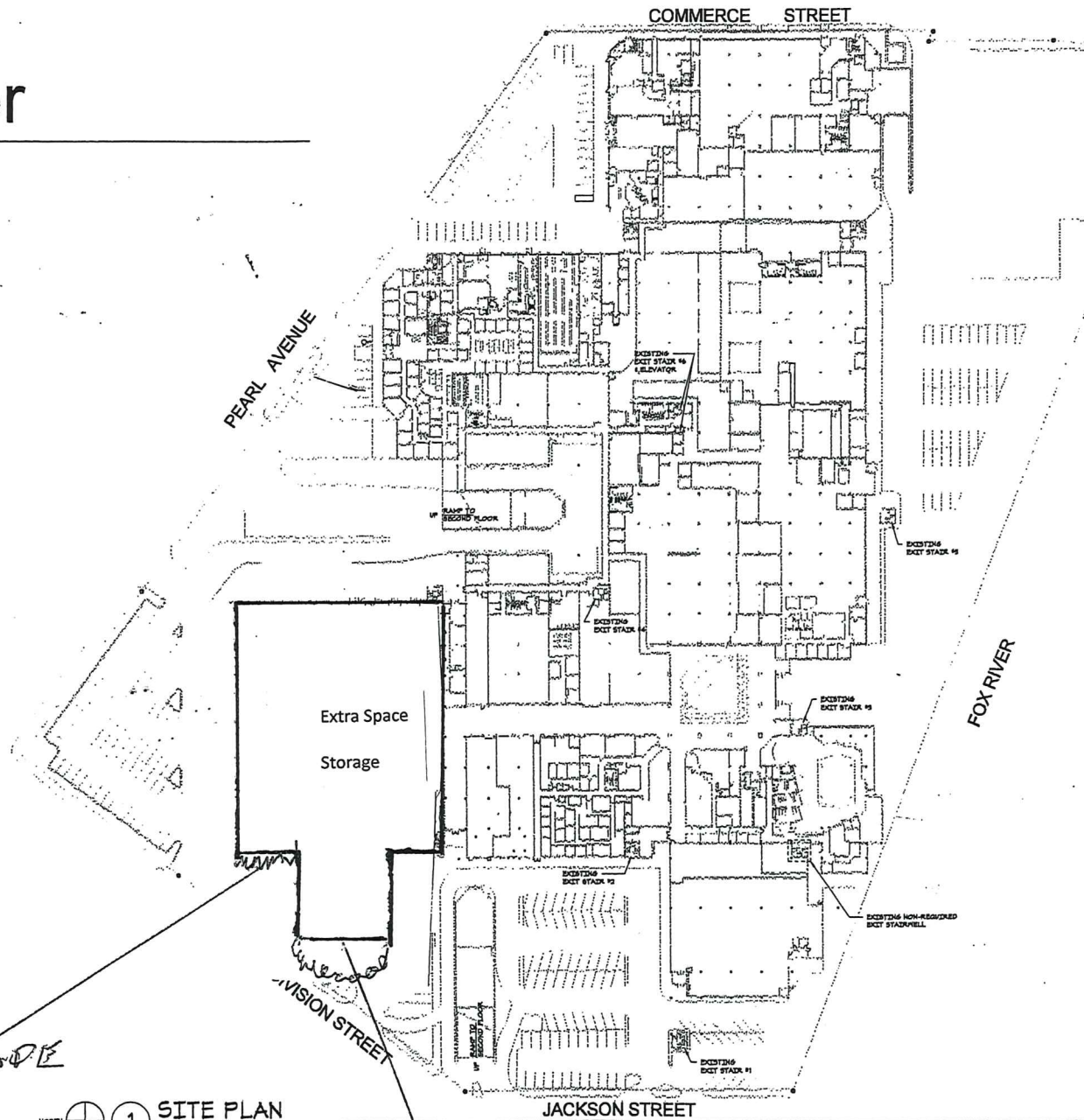
We appreciate your time and effort to consider this Project. Once again we feel this will be a valuable addition for our Project.

We would be happy to give any of the Plan Commission Members a tour of what we are proposing.

Respectfully,
Kurt Koepler
Managing Partner

City Center

250 City Center
Oshkosh, WI 54901



LANDSCAPE
PLAN A

LANDSCAPE PLAN B



Architects in
Common LLC
17344 Scenic View Drive
Glendale, WI 53029
920.534.2528
www.architectsincommon.com

Professional Engineer
4/29/2014
4/29/2014

General Contractor

Consultant
Project Status
Construction Documents

Issued
4-29-2014 CD Set

Drawn By: Item
Checked By: Item

City Center
City Center
Oshkosh, WI 54901

Issue Date: 4-29-2014
Sheet Contents
COVER SHEET &
SITE PLAN

Project Designed For:
City Center

14-002
Project Number

A001
Sheet Number

4/29/2014 12:08:27 PM

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PROPOSED REMODEL FOR:
CITY CENTER STORAGE
 400 CITY CENTER
 OSHKOSH, WISCONSIN 54901

CITY OF OSHKOSH
 WINNEBAGO COUNTY

ISSUE RECORD:
 02-28-24
 03-04-24
 04-11-24
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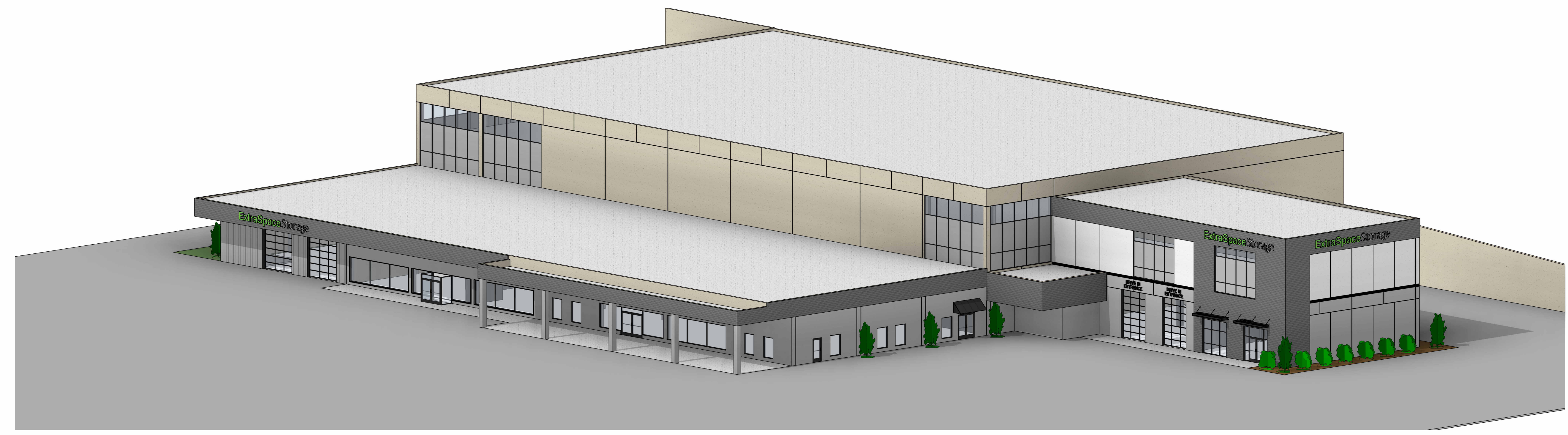
PR = PRELIMINARY PLAN
 IS = ISSUED FOR STATE REVIEW
 IC = ISSUED FOR CONSTRUCTION

PROJECT #:
 SALESMAN: **M. KLARNER**
 DRAWN BY: **AWS**

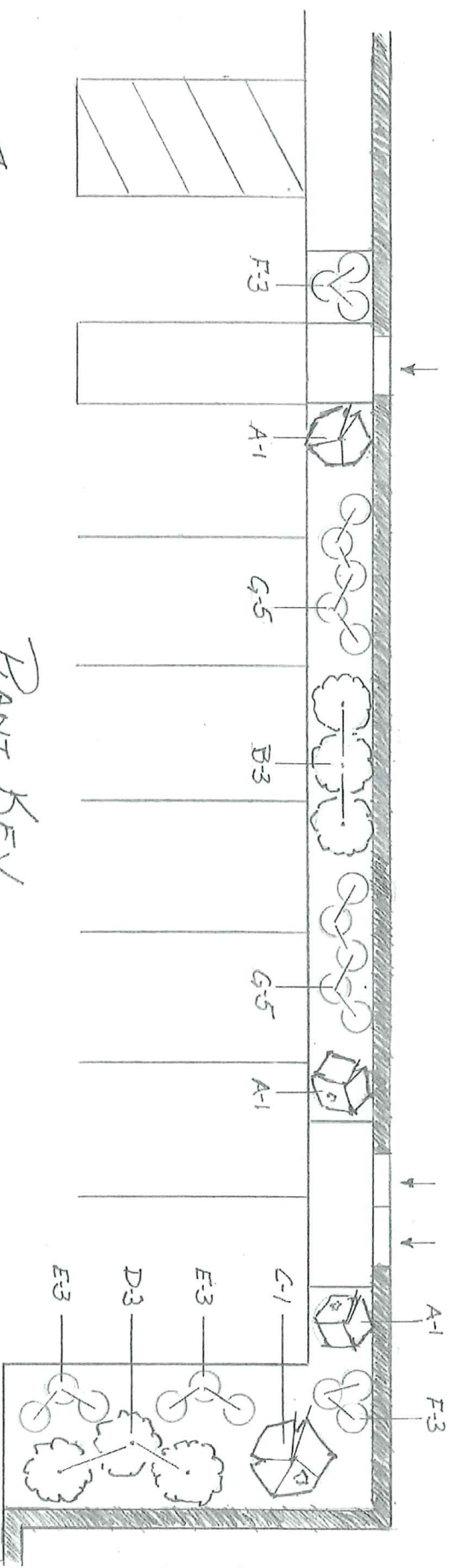
SHEET CONTENTS:
AERIAL PERSPECTIVE

A2.3

NOT FOR CONSTRUCTION

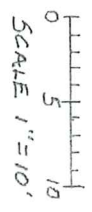


1 **AERIAL PERSPECTIVE**

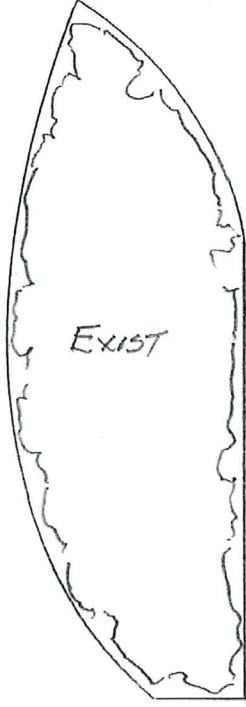
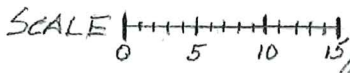


PLANT KEY

- A. DWARF KOREAN LILAC
- B. DART'S RED SPIREA
- C. COMPACT BURNING BUSH
- D. AUNJABELLE HYDRANGEA
- E. BIG BLUE HOSTA
- F. KARL FOERSTER GRASS
- G. STELLA D'ORO LAYLILY

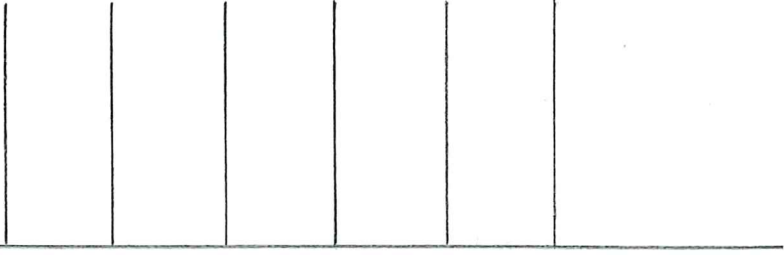
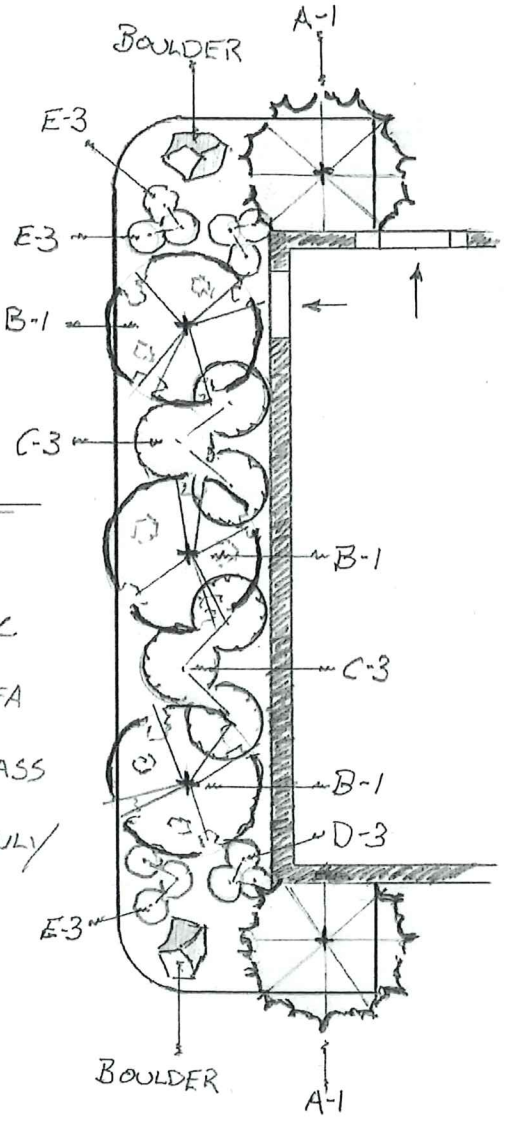


SOCIAL SECURITY 400 CITY CENTER
WEST SIDE LANDSCAPE PLAN



PLANTS

- A · COLORADO SPRUCE
- B · JAPANESE TREE LILAC
- C · DART'S RED SPIREA
- D · KARL FOERSTER GRASS
- E · STELLA D'ORO DAYLILY



US BANK 400 CITY CENTER OSHKOSH

ZONE CHANGE, GDP & SIP
PC: 7.16.2024

Z&V INVESTMENTS LLC
223 N MAIN ST
OSHKOSH WI 54901-4814

CLOVER INVESTMENTS WI LLC
PO BOX 275
PENNINGTON NJ 08534-0275

ROWLOCK QOZB LLC
3220 SHOREWOOD DR
OSHKOSH WI 54901-1643

1 N MAIN LLC
5 REVERE DR STE 200
NORTHBROOK IL 60062-8000

CITY CENTER ASSOC LLC
C/O JEFF PAULY
334 CITY CTR
OSHKOSH WI 54901-4826

BAYSHORE DEVELOPMENT II LL
PO BOX 3435
OSHKOSH WI 54903-3435

IAN JUNGBACKER ETAL
222 PEARL AVE
OSHKOSH WI 54901-4834

BL BRANCH GROUP II LLC
120 E WASHINGTON ST STE 201
SYRACUSE NY 13202-4008

OSHKOSH LUXURY LOFTS LLC
2270 NORTH HAVEN LN
OSHKOSH WI 54904-9337

WILKINS 145 LLC
2340 GENEVA ST
OSHKOSH WI 54901-1804

WR RIDGE HOLDINGS LLC
PO BOX 346
WRIGHTSTOWN WI 54180-0346

GILLENS LLC
C/O PAUL T WINTER
5042 WASHINGTON ST
BUTTE DES MORTS WI 54927-9326

OSH COMM CREDIT UNION
250 PEARL AVE
OSHKOSH WI 54901-4834

OMPARAVATI LLC
215 DIVISION ST
OSHKOSH WI 54901-4729

303 PEARL ST OFFICE LLC
C/O MIDWEST MANAGE II LLC
13435 S MCCALL RD. UNIT 16
PORT CHARLOTTE FL 33981-6421

OSH CHAMBER OF COMMERCE
120 JACKSON ST
OSHKOSH WI 54901-4714

PABST LLC
1660 OSHKOSH AVE STE 100
OSHKOSH WI 54902-2613

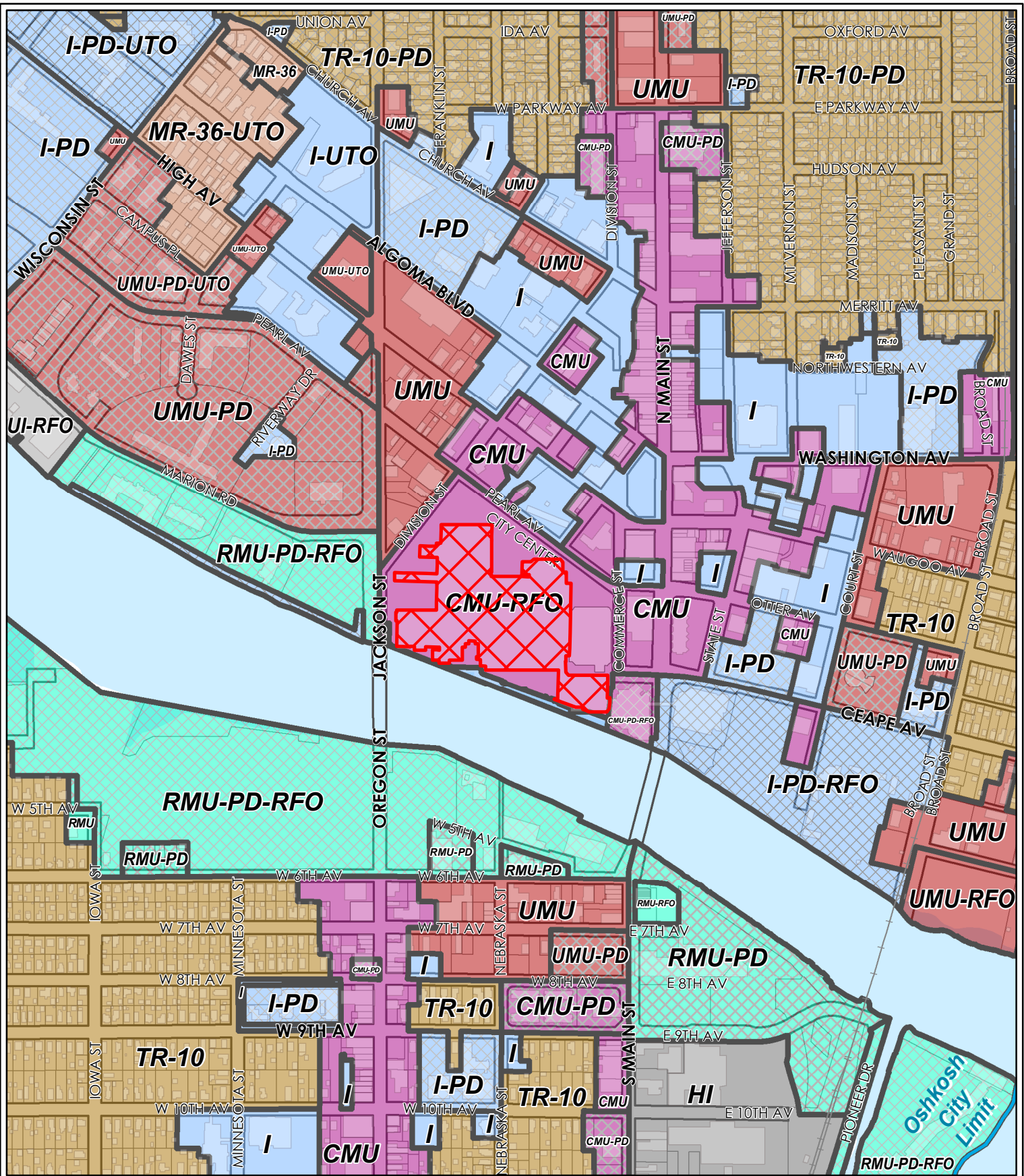
101 HIGH AVE LLC
101 HIGH AVE
OSHKOSH WI 54901-4808

BROWN BELL PROPERTIES LLC
103 HIGH AVE
OSHKOSH WI 54901-4808

DOWNTOWN NBHD ASSOC
C/O JESSIE MEIDL
903 W 7TH AVE
OSHKOSH WI 54902-5854

MIDDLE VILLAGE NBHD ASSOC
C/O KATIE LOFTON
1216 MERRITT AVE
OSHKOSH WI 54901-5382

MIDDLE VILLAGE NBHD ASSOC
C/O DAVID STUBBE
659 CENTRAL ST
OSHKOSH WI 54901-4454



ZONING MAP



1 in = 0.11 mi
1 in = 600 ft

Printing Date: 6/24/2024

Prepared by: City of Oshkosh, WI



City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



AERIAL MAP

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1 in = 0.04 mi

1 in = 200 ft

Printing Date: 6/24/2024

Prepared by: City of Oshkosh, WI





TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: August 14, 2024
SUBJECT: Res 24-470 Approve General Development Plan and Specific Implementation Plan for Parking Lot Reconstruction at 224 State Street (Plan Commission Recommends Approval)

BACKGROUND

The subject site consists of a one-acre parcel located at the southeast corner of State Street and Waugoo Avenue. The site includes a commercial building (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue. The site is zoned Central Mixed Use District (CMU), and the surrounding area is a mixture of commercial, residential, and institutional land uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value for the site. The applicant is anticipating spending approximately \$175,000 on the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested General Development Plan and Specific Implementation Plan for parking lot reconstruction at 224 State Street with findings and conditions on August 6, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-470
GDP SIP 224 State St

08/14/2024

24-470

RESOLUTION

CARRIED

7-0

PURPOSE: APPROVE GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR PARKING LOT RECONSTRUCTION AT 224 STATE STREET

INITIATED BY: MACH IV ENGINEERING AND SURVEYING LLC

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the General Development Plan and Specific Implementation Plan for parking lot reconstruction at 224 State Street, is consistent with the criteria established in Section 30-387 of the Oshkosh Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that a General Development Plan and Specific Implementation Plan for parking lot reconstruction at 224 State Street, per the attached, is hereby approved, with the following findings:

1. The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
2. The proposed Planned Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
3. The proposed Planned Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
5. The proposed Planned Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.
6. The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
7. The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
8. The proposed Planned Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to, and more than compensate for, any requested exceptions/base standard modifications variation of any standard or regulation of this Chapter.

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the following are conditions of approval for a General Development Plan and Specific Implementation Plan Amendment for a personal storage facility at 224 State Street:

1. Base Standard Modification (BSM) to allow reduced side (south) setback to 0'.
2. BSM to allow reduced rear (east) setback to 0'.
3. BSM to allow reduced bufferyard width to 0' along the south and east property lines.
4. BSM to allow parking row ends without landscaped planter islands.

ITEM: PUBLIC HEARING: ZONE CHANGE FROM CENTRAL MIXED USE DISTRICT (CMU) TO CENTRAL MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (CMU-PD) AND APPROVAL OF A GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR PARKING LOT RECONSTRUCTION AT 224 STATE STREET

Plan Commission Meeting of August 6, 2024.

GENERAL INFORMATION

Applicant: Mach IV Engineering and Surveying LLC

Owner: Team SNW LLC

Action(s) Requested:

The applicant requests a zone change from the existing Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD). The applicant also requests approval of a General Development Plan and Specific Implementation Plan for parking lot reconstruction

Applicable Ordinance Provisions:

Zoning map amendment standards are found in Section 30-381 of the Zoning Ordinance. Planned Development standards are found in Section 30-387 of the Zoning Ordinance.

Property Location and Background Information:

The subject site consists of a one-acre parcel located at the southeast corner of State Street and Waugoo Avenue. The site includes commercial building area (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue. The site is zoned Central Mixed Use District (CMU) and the surrounding area is a mixture of commercial, residential, and institutional land uses. The 2040 Comprehensive Land Use Plan recommends Center City use for the subject area.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Commercial	CMU

Recognized Neighborhood Organizations

River East Neighborhood Association

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Commercial/residential/vacant	CMU/ I
South	Institutional & Commercial	CMU/I
East	Institutional	I
West	Commercial	CMU

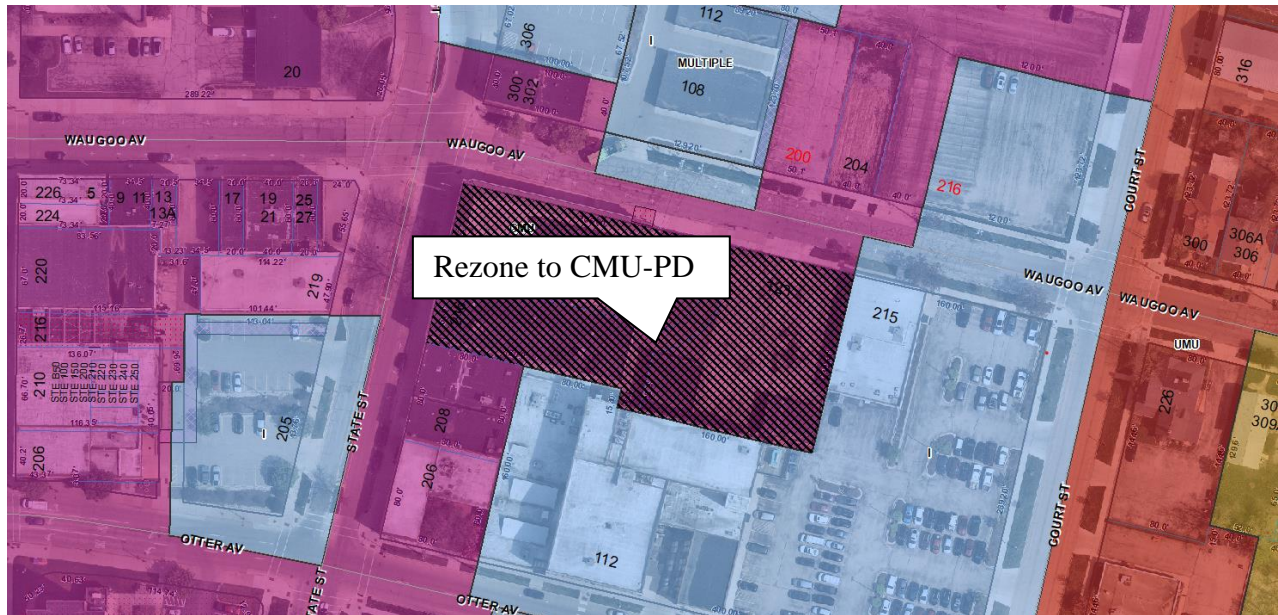
<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	City Center

ANALYSIS

Zone Change

The applicant is requesting a zone change from the Central Mixed Use District (CMU) designation to Central Mixed Use District with a Planned Development Overlay (CMU-PD) for the subject property. The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance to allow for reconstruction of the existing legal nonconforming parking lot. The applicant has submitted plans for reconstruction of the parking lot, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) review.

Staff is supportive of the proposed rezone as the Planned Development Overlay will assist with providing needed parking for the site. The CMU-PD zoning designation will remain consistent with the 2040 Comprehensive Land Use Plan recommendation of Center City for the subject site.

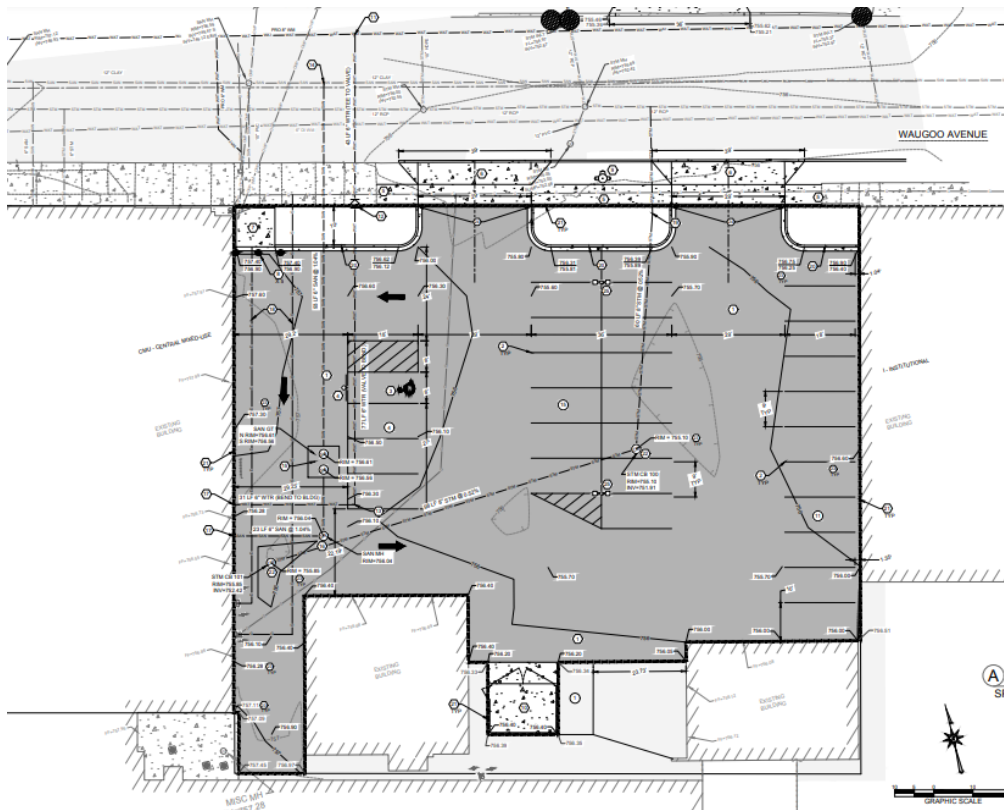


Use

The applicant is currently converting the south building (216 State Street) to a first-floor restaurant and also plans to add hotel accommodations above the restaurant and in the building immediately to the north (224 State Street) as future phases. The anticipated land uses are permitted in the CMU district.

Site Design

The applicant is proposing to reconstruct the existing parking lot, which is accessed off of Waugoo Avenue. The proposed parking lot will have 31 parking stalls and includes a refuse enclosure on the south end of the lot, between the existing garage buildings.



The proposed plan has 0' side (south) and rear (east) setbacks and 10' street side (north) setback for the proposed pavement, where code requires a 5' pavement setback from all property lines in the CMU district. Base Standard Modifications (BSM) are required for the reduced side and rear setbacks of 0'.

Staff is supportive of the BSM requests for reduced side and rear yard setbacks as it will match the existing parking lot setback. The applicant has increased the front setback from the existing 0' to 10', which exceeds the code minimum of 5'. The increased front setback will be landscaped to enhance the appearance of the site from the street.

Signage

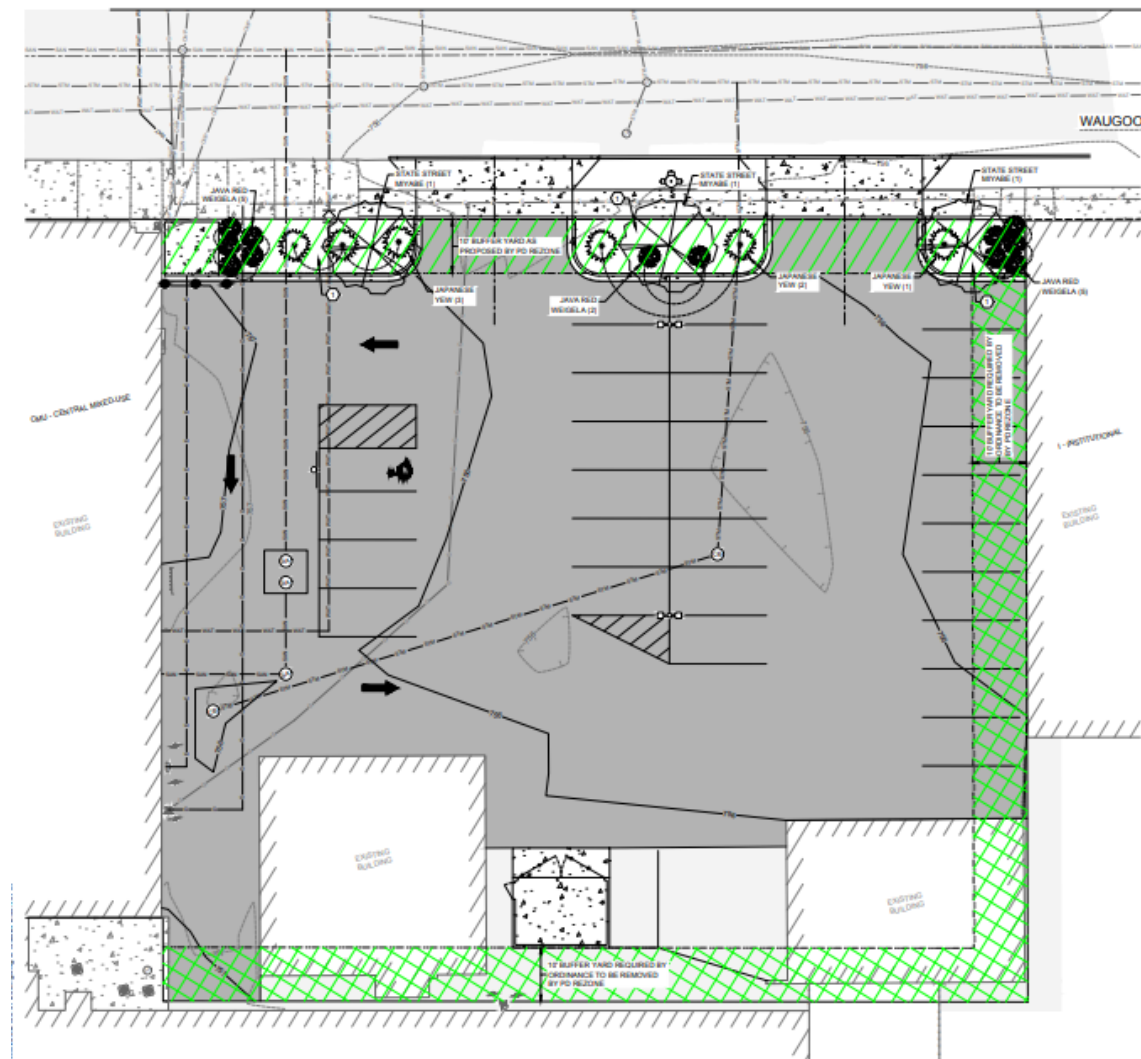
No additional signage is being proposed.

Site Lighting

The applicant has provided a photometric plan that meets minimum lighting levels of 0.4 fc for parking/drive areas. Lighting levels are under the maximum of 1.0 fc at the public right-of-way and 0.5 fc at interior property lines. Light fixtures will consist of decorative wall mounts and 17' light poles with full cut-off fixtures, which is under the maximum fixture height of 20' for the CMU district.

Landscaping

Paved area landscaping is required for the proposed parking lot. The CMU district exempts building foundation, paved area, and yard landscaping requirements. Bufferyard landscaping is required along the east and south property lines as it is abutting an Institutional zoning district.



CITY OF OSHKOSH LANDSCAPING CALCULATIONS					
ZONE	REQUIREMENTS	REQUIRED POINTS	POINTS PROVIDED		
BUILDING FOUNDATIONS	EXEMPT	EXEMPT	EXEMPT		
PAVED AREAS	50 PTS PER 10 STALLS OR 10,000 SF OF PAVED AREA, WHICHEVER IS GREATER, 30% PTS MIN. TALL TREES AND 40% PTS MIN. SHRUBS	31 STALLS / 10 * 50 PTS = 155 PTS 20,110 SF / 10,000 SF * 50 PTS = 101 PTS 46.5 PTS TALL TREES / 62 PTS SHRUBS	3 TALL DECID. TREE 6 MED. EG SHRUB 12 MED.DECID. SHRUB	STATE STREET MIYABE (30) YEW (JAPANESE) (5) WEIGELA (3) TOTAL	90 PTS 30 PTS 36 PTS 156 PTS
STREET FRONTAGE	EXEMPT	EXEMPT	EXEMPT		
YARDS	EXEMPT	EXEMPT	EXEMPT		
BUFFER YARDS	0.3 OPACITY, 0 PTS PER 100 LF 10 LF BUFFER WIDTH, 6' HIGH SOLID FENCE ALONG INSTITUTIONAL DISTRICT	0 PTS, EXISTING BUILDING WALL	0 PTS, EXISTING BUILDING WALL		
TOTAL		155 PTS	156 PTS		

Paved Area

The paved area requirement of 50 landscaping points per 10 parking stalls or 10,000 sq. ft. of paved area is being met. The code further specifies 30% of all points will be devoted to tall trees and 40% will be devoted to shrubs. Both of these requirements are being met. The landscaping ordinance also includes a requirement that a landscape planter island, including a deciduous tree, be planted at all parking row ends. The applicant is requesting a BSM to allow parking row ends without the required landscape island at 5 parking row ends. Staff is supportive of allowing these parking rows without landscape planter islands to preserve sufficient space for vehicle circulation without losing the needed parking stalls.

Bufferyards

A 0.3 opacity bufferyard is required along the neighboring Institutional (I) zoned properties to the south and east of the site. The applicant is requesting a BSM to waive the bufferyard requirement along the south and east property lines. According to the applicant, meeting the bufferyard requirement along these property lines would be impractical due to the location of the existing buildings on and adjacent to the site and would cause undue disturbance to the most contaminated area of the site. The applicant also notes that the east and south sides of the parking lot are bordered by Winnebago County buildings that have walls located on the property line. These areas do not receive much sunlight and it would be difficult to maintain plantings. The required trees located close to the building could also potentially cause damage to the foundations from root penetration.

The 0.3 opacity bufferyard requirement may be met with 10' setback and 6' solid fence or larger setbacks combined with landscaping and lesser fencing. In this particular case, staff feels that requiring a 10' setback with landscaping and/or fencing would not be conventional as the parking lot abuts existing nonresidential buildings. As previously noted, the applicant has provided a larger (10') landscaped front setback than required by code. Staff feels that the increased front setback sufficiently offsets the BSM request to waive the bufferyard requirements.

Storm Water Management/Utilities

The Department of Public Works has noted that work has been coordinated with the Waugoo Construction Project and full site plan approval is required.

Building Facades

No changes are being proposed to the existing building facades. Modifications to the former Oshkosh Northwestern building were approved through Special Area Design Review in April 2024.

FINDINGS/RECOMMENDATION/CONDITIONS

In its review and recommendation to the Common Council on an application for a Zoning Map amendment, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-381 (D)(2):

- (a) Advances the purposes of this Chapter as outlined in Section 30-03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
- (b) Is in harmony with the Comprehensive Plan.
- (c) Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
- (d) Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - (ii) Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

In its review and recommendation to the Common Council on an application for a Planned Development district, staff recommends the Plan Commission make the following findings based on the criteria established by Chapter 30-387 (C)(6):

- (a) The proposed Planned Development project is consistent with the overall purpose and intent of this Chapter.
- (b) The proposed Planned Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
- (c) The proposed Planned Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
- (d) Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Development project, including but not limited to public sewer and water and public roads.
- (e) The proposed Planned Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.
- (g) The proposed architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.

(h) The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

(i) The proposed Planned Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to, and more than compensate for, any requested exceptions/base standard modifications variation of any standard or regulation of this Chapter.

Staff recommended approval of the zone change, General Development Plan, and Specific Implementation Plan with the findings listed above and the following conditions:

1. Base Standard Modification (BSM) to allow reduced side (south) setback to 0'.
2. BSM to allow reduced rear (east) setback to 0'.
3. BSM to allow reduced bufferyard width to 0' along the south and east property lines.
4. BSM to allow parking row ends without landscaped planter islands.

Plan Commission recommended approval of the proposed General Development Plan and Specific Implementation Plan with the findings and conditions for parking lot reconstruction at 224 State Street on August 6, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Mr. Nichols, Mr. Bowen, and Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

The applicant requests a zone change from the existing Central Mixed Use District (CMU) to Central Mixed Use District with a Planned Development Overlay (CMU-PD). The applicant also requests approval of a General Development Plan (GDP) and Specific Implementation Plan (SIP) for parking lot reconstruction.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The subject site is located at the southeast corner of State Street and Waugoo Avenue. It has a commercial building (former Oshkosh Northwestern building) and a parking lot with two garages accessed from Waugoo Avenue.

The applicant is requesting a rezone as they are requesting to reconstruct an existing legal nonconforming parking lot. They are currently in the process of renovating the south building (216 State Street) to a first-floor restaurant and future plans are to add hotel accommodations above the restaurant and in the building immediately to the north (224 State Street). Staff is supportive of the proposed rezone as the Planned Development Overlay will assist with providing needed parking for the site.

The applicant is proposing to reconstruct the existing parking lot, which will have 31 parking stalls. The proposed plan has 0' side (south) and rear (east) setbacks and 10' street side (north) setback for the proposed pavement, where code requires a 5' pavement setback from all property

lines in the CMU district. Base Standard Modifications (BSM) are required for the reduced side and rear setbacks of 0'.

Staff is supportive of the BSM requests for reduced side and rear yard setbacks as it will match the existing parking lot setback. The applicant has increased the front setback from the existing 0' to 10', which exceeds the code minimum of 5'. The increased front setback will be landscaped to enhance the appearance of the site from the street.

The applicant is requesting a BSM to waive the bufferyard requirement along the south and east property lines. According to the applicant, meeting the bufferyard requirement along these property lines would be impractical due to the location of the existing buildings on and adjacent to the site and would cause undue disturbance to the most contaminated area of the site. The applicant also notes that the east and south sides of the parking lot are bordered by Winnebago County buildings that have walls located on the property line.

The applicant is requesting a BSM to allow parking row ends without the required landscape island at 5 parking row ends. Staff is supportive of allowing these parking rows without landscape planter islands to preserve sufficient space for vehicle circulation without losing the needed parking stalls.

Staff recommends approval of the zone change, GDP, and SIP with the findings and conditions listed in the staff report.

Mr. Kiefer opened up technical questions to staff.

Ms. Davey wondered if the parking lot is sealing in something.

Mr. Lyons stated yes, this is a capped Department of Natural Resource (DNR) environmental site, so we need to maintain a cap here. This improves the look of the area, and adds some green space.

Ms. Davey asked if permeable pavers are an option.

Mr. Lyons stated he would want to work with the environmental consultants to see if that is a viable option, given that it is a capped DNR site. That is typically not an option on those types of sites.

Mr. Kiefer wondered if the building to the east is right up to the property line.

Mr. Lyons stated yes, the County building is, and same thing to the south.

Mr. Kiefer wondered what structures would remain on the site.

Mr. Lyons stated the two existing garages would remain on site...

Mr. Kiefer opened the public hearing and asked if the applicant wanted to make any statements.

Susan Hirschberg with RH Design Build, 2050 Menominee Drive in Oshkosh, was available for questions.

Kelsie Lally, Lead Design on the project, Director of Team SNW, speaking as the owner's representative, stated they will have a 35-room hotel in 2026. Here we have 31 parking stalls, and another lot across the street that will provide additional parking. Available for any questions.

Mr. Kiefer asked if other members of the public wished to speak.

Mr. Kiefer closed the public hearing.

There was no closing statement from the applicant.

Motion by Davey to adopt the findings and recommendation as stated in the staff report.

Seconded by Bowen.

Mr. Kiefer asked if there was any discussion on the motion.

Motion carried 5-0.



City of Oshkosh

Planned Development Application For General Development Plan or Specific Implementation Plan

SUBMIT TO:
Dept. of Community Development
215 Church Ave., P.O. Box 1130
Oshkosh, WI 54901
Room 204
PHONE: (920) 236-5059
Email: planning@ci.oshkosh.wi.us

****PLEASE TYPE OR PRINT USING BLACK INK****

APPLICANT INFORMATION

Petitioner: MACH IV ENGINEERING AND SURVEYING LLC Date: 06.04.2024

Petitioner's Address: 2260 SALSCHEIDER COURT City: GREEN BAY State: WI Zip: 54313

Telephone #: (920) 569-5765 Email: RMACH@MACH-IV.COM Contact preference: Phone Email

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): _____ Date: _____

OWNER INFORMATION

Owner(s): TEAM SNW LLC Date: _____

Owner(s) Address: 7098 S HIGHWAY 45 City: OSHKOSH State: WI Zip: 54901

Telephone #: () _____ Email: JIM@DJQUALITYCONSTRUCTION.COM Contact preference: Phone Email

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Planning Services Division for incomplete submissions or other administrative reasons.

Property Owner's Signature: _____ Date: _____

TYPE OF REQUEST:

- General Development Plan (GDP)
- Specific Implementation Plan (SIP)
- General Development Plan (GDP) Amendment
- Specific Implementation Plan (SIP) Amendment

SITE INFORMATION

Address/Location of Proposed Project: 224 STATE OSHKOSH, WI 54901

Proposed Project Type: CONSTRUCTION OF SURFACE PARKING LOT

Estimated Cost: _____

Current Use of Property: COMMERCIAL Zoning: CMU

Land Uses Surrounding Your Site: North: COMMERCIAL

South: COMMERCIAL

East: COMMERCIAL

West: COMMERCIAL

- **It is recommended that the applicant meet with Planning Services staff prior to submittal to discuss the proposal.**
- **Application fees are due at time of submittal. Make check payable to City of Oshkosh.**
- **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**

For more information please visit the City's website at <https://www.ci.oshkosh.wi.us/CommunityDevelopment/>

Sign _____ Staff _____ Date Rec'd _____

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

(Submit only digital files. If file size exceeds 10 mb, please send through a file transfer. Please note at the discretion of Community Development staff may request a hard copy)

The following information must be provided in order for the application to be considered complete and able to be scheduled for Plan Commission Review. Please use the checklist below to determine the required information to be submitted at the time of application. If all information below cannot be provided at the time of application, please request a waiver in writing to the Division's Director or designee.

☒ A General Development Plan (GDP) submittal, per Section 30-387(C)(4), shall include the following items (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):

- General location map of the subject site depicting:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject property.
 - Current zoning of the subject site and abutting properties, and the jurisdiction(s) that maintains that control.
 - A graphic scale and north arrow.
- Generalized site plan showing the pattern or proposed land uses, including:
 - General size, shape, and arrangement of lots and specific use areas.
 - Basic street pattern and pattern of internal drives.
 - General site grading plan showing preliminary road grades.
 - Basic storm drainage pattern, including proposed on-site stormwater detention.
 - General location of recreational and open space areas, including designation of any such areas to be classified as common open space.
- Statistical data, including:
 - Minimum lot sizes in the development.
 - Approximate areas of all lots.
 - Density/intensity of various parts of the development.
 - Building coverage.
 - Landscaping surface area ratio of all land uses.
 - Expected staging.
- Conceptual landscaping plan.
- General signage plan.
- General outline of property owners association, covenants, easements, and deed restrictions.
- A written description of the proposed Planned Development, including:
 - General project themes and images.
 - The general mix of dwelling unit types and/or land uses.
 - Approximate residential densities and nonresidential intensities.
 - General treatment of natural features.
 - General relationship to nearby properties and public streets.
 - General relationship of the project to the Comprehensive Plan or other area plans.
 - Proposed exceptions from the requirements of the Zoning Ordinance and enhancements that will be provided to compensate for them.
- Traffic Impact Analysis (TIA), if deemed necessary by the Director of Planning Services, or designee.

☒ A Specific Implementation Plan (SIP) submittal, per Section 30-387(C)(5), shall include the following items. Note that the area included in an SIP may be only a portion of the area included in a previously approved GDP (Submit only digital files. Please note at the discretion of Community Development staff may request a hard copy):

- An existing conditions map of the subject site depicting the following:
 - All lands for which the Planned Development is proposed and other lands within 100 feet of the boundaries of the subject site.
 - Current zoning of the subject property and all abutting properties, and the jurisdiction(s) that maintains that control.
 - Existing utilities and recorded easements.
 - All lot dimensions of the subject site.
 - A graphic scale and a north arrow.
- An SIP map of the proposed site showing at least the following:
 - All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled
 - All required and proposed building setback and offset lines
 - Impervious surface ratio (percentage)

- All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, walls
 - Location of all outdoor storage and refuse disposal areas and the design and materials used for construction
 - Location and dimension of all on-site parking (and off-site parking provisions if they are to be utilized), including a summary of the number of parking stalls provided per the requirements of Section 30-175 City of Oshkosh Zoning Ordinance
 - Location and dimension of all loading and service areas on the subject property
 - Location, height, design, illumination power and orientation of all exterior lighting on the property including a photometrics plan
 - Location of all exterior mechanical equipment and utilities and elevations of proposed screening devices where applicable (i.e. visible from a public street or residential use or district). Mechanical equipment includes, but is not limited to; HVAC equipment, electrical transformers and boxes, exhaust flues, plumbing vents, gas regulators, generators
- Proposed grading plan.
 - Specific landscaping plan for the subject site, specifying the location, species, and installation size of plantings. The landscaping plans shall include a table summarizing all proposed species and required and provided landscaping points for all applicable landscaping components (building foundation, paved areas, street frontages, yards, bufferyards).
 - Architectural plans for any nonresidential buildings, multi-family structures, or building clusters, other than conventional single-family or two-family homes on individual lots, in sufficient detail to indicate the floor area, bulk, and visual character of such buildings. The architectural plans shall include a percentage breakdown of exterior materials applied to each building façade.
 - Conceptual Engineering plans for all water and sewer systems, stormwater systems, roads, parking areas, and walkways.
 - Signage plan for the project, including all project identification signs, concepts for public fixtures and signs, and group development signage themes that may or may not vary from City standards or common practices.
 - Any other necessary information as determined during pre-submittal meeting with City staff.
 - Specific written description of the proposed SIP including:
 - Specific project themes and images.
 - Specific mix of dwelling unit types and/or land uses.
 - Specific residential densities and nonresidential intensities as described by dwelling units per acre, and landscaping surface area ratio and/or other appropriate measures of density and intensity.
 - Specific treatment of natural features, including parkland.
 - Specific relationship to nearby properties and public streets.
 - Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads; density/intensity of various parts of the development; building coverage, and landscaping surface area ratio of all land uses; proposed staging; and any other plans required by Plan Commission.
 - A statement of rationale as to why PD zoning is proposed. This statement shall list the standard zoning requirements that, in the applicant's opinion, would inhibit the development project and the opportunities for community betterment that are available through the proposed PD project.
 - A complete list of zoning standards that would not be met by the proposed SIP and the location(s) in which such exceptions/base standard modifications would occur and enhancements that will be provided to compensate for them.
 - Phasing schedule, if more than one development phase is intended.
 - Agreements, bylaws, covenants, and other documents relative to the operational regulations of the development and particularly providing for the permanent preservation and maintenance of common open areas and amenities.
 - A written description that demonstrates how the SIP is consistent with the approved GDP and any and all differences between the requirements of the approved GDP and the proposed SIP.

Planning Staff may waive certain requirements if deemed not applicable to the project review.

I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required): _____

Date: _____

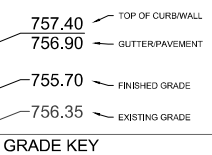
Benchmarks		
Label	Elevation	Description
BM 513	758.01	POINT OF ARROW ON HYDRANT

SHEET KEY NOTES:

- RE-PAVE TO EXISTING GRADES TO MAINTAIN AND REPAIR PAVEMENT CAP OVER CONTAMINATED SOILS (BRR'S 803-F-15042)
- 4" WIDE PAINT STRIPE, COLOR BY OWNER
- ADA HANDICAP STALL, SYMBOL, SEE DETAIL C SHEET C3.0
- ADA HANDICAP SIGN, SEE DETAIL D SHEET D3.0
- CONCRETE SIDEWALK PER CITY STANDARDS, COORDINATE INSTALLATION OF SIDEWALK WITH THE CITY OF OSHKOSH, CITY TO INSTALL SIDEWALK AS PART OF WAUGOO AVENUE RECONSTRUCTION
- CONCRETE DRIVEWAY APRON PER CITY STANDARDS, COORDINATE INSTALLATION WITH THE CITY OF OSHKOSH, REFER TO DETAIL B SHEET C3.0 CITY TO INSTALL APRON AS PART OF WAUGOO AVENUE RECONSTRUCTION
- 10' X 10' TRANSFORMER PAD, COORDINATE INSTALLATION WITH UTILITY OWNER
- BOLLARDS, SEE DETAIL E SHEET C3.0
- NEW HYDRANT LOCATION, BY CITY
- DUMPSTER ENCLOSURE, REFER TO ARCHITECTURAL DRAWINGS
- CONNECT TO WATER MAIN WITH TEE, COORDINATE CONNECTION WITH THE NEW WATER MAIN INSTALLATION AND THE WAUGOO AVENUE RECONSTRUCTION, SEE DETAIL F SHEET C3.0
- 6" WATERMAIN VALVE, SEE DETAIL F SHEET C3.0
- 6" 90° BEND
- CONNECT TO EXISTING SANITARY SEWER
- 1,000 GALLON, 8" X 8" GREASE TRAP
- SANITARY MANHOLE, SEE DETAIL G SHEET C3.0
- COORDINATE CONNECTION TO BUILDING WITH BUILDING OWNER
- COORDINATE INSTALLATION OF UTILITY WITH UTILITY OWNER
- CONNECT TO STORM SEWER LATERAL, COORDINATE CONNECTION WITH STORM SEWER LATERAL INSTALLATION AND THE WAUGOO AVENUE RECONSTRUCTION, INVERT = 751.80, FIELD VERIFY
- CURB AND GUTTER, PAN TO BE REVERSE, SEE DETAIL H SHEET C3.0
- LIMITS OF DISTURBANCE: 19,587 SF
- CATCH BASIN, SEE DETAIL I SHEET C3.0
- SPOT GRADE, SEE DETAIL A THIS SHEET
- MATCH INTO EDGE OF SIDEWALK BEING INSTALLED WITH THE WAUGOO AVENUE RECONSTRUCTION
- LIGHT POLE LOCATION

UTILITY NOTES:

- SANITARY LATERAL SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
- WATER SERVICE SHALL BE COPPER, C900 PVC OR HDPE, ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN POLYETHYLENE WRAP.
- ALL SERVICE LATERALS SHALL HAVE TRACER WIRE.
- ALL WORK SHALL CONFORM TO THE MOST RECENT EDITION OF "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN" AND THE MUNICIPALITY'S STANDARD SPECIFICATIONS.
- WATER LINE THRUST RESTRAINTS (NOT SHOWN FOR CLARITY) SHALL BE PROVIDED AS SPECIFIED FOR CONCRETE THRUST BLOCKS.
- STORM SEWER SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
- NOTIFY THE MUNICIPALITY THREE WORKING DAYS PRIOR TO WORK IN THE RIGHT-OF-WAY.
- CONNECTIONS TO MUNICIPALITY SYSTEMS SHALL BE IN ACCORDANCE WITH THEIR STANDARD SPECIFICATIONS.

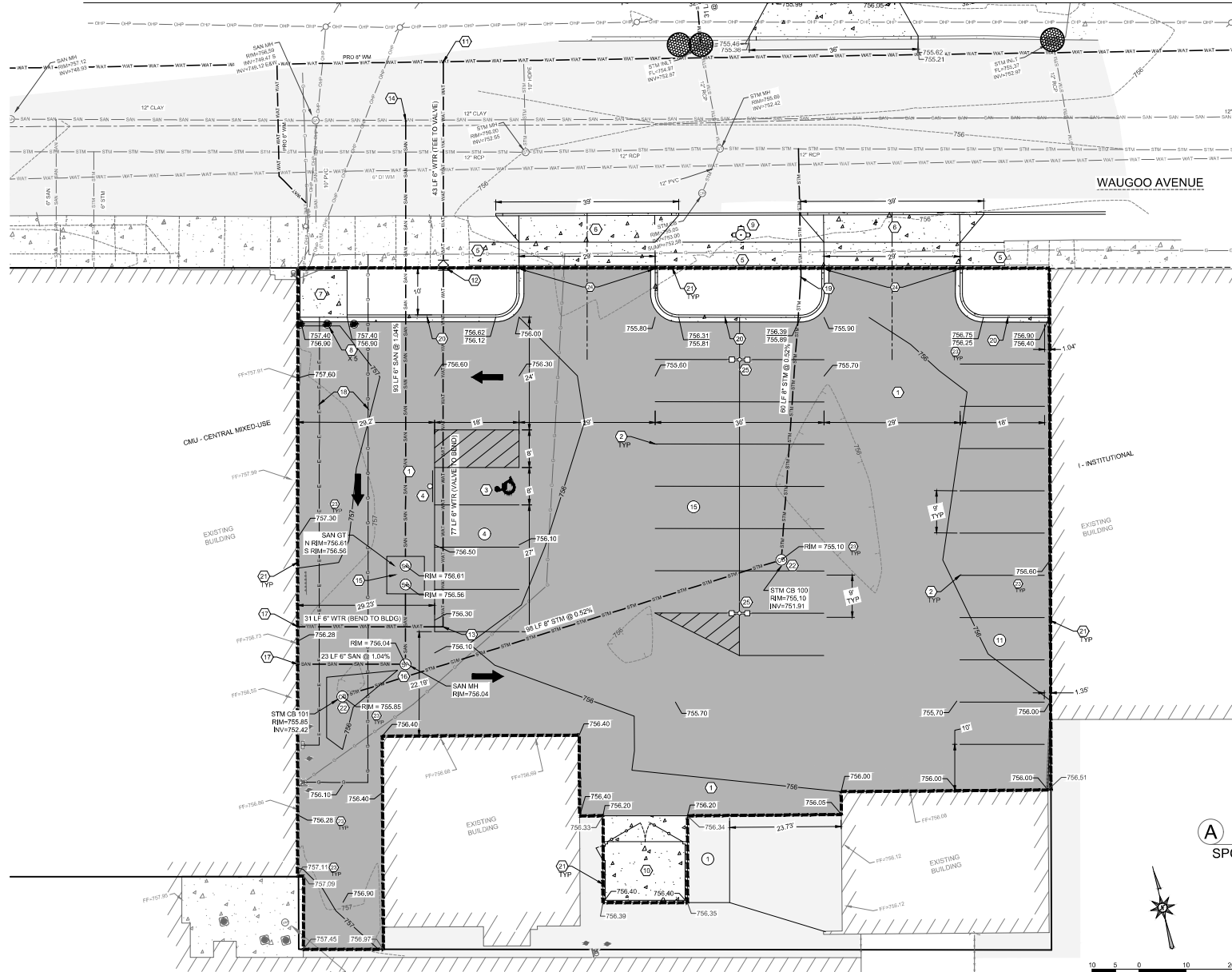


(A) SPOT GRADE KEY



SURVEY NOTE

AT TIME OF FIELD WORK THERE WAS APPROXIMATELY 6" OF SNOW ON THE GROUND OR IN PILES FROM PLOWING.



R:\08087\154-01\2517M 224 STATE ST - CD\DWG\DRAWINGS\2015\154-01\251 Engineering 01/19/2021 2:59:36 PM



1981 BOWEN STREET
OSHKOSH, WI 54901
P: 920.231.1519
F: 920.231.1715
RHdesignbuild.com

224 STATE STREET
OSHKOSH, WI 54901

C2.1 **PARKING**
SITE PLAN



2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-0765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 2153-01-23

DATE	DESCRIPTION
04/02/2024	DATE SUBMITTED
04/16/2024	CSDEN REQUEST

ZONE CHANGE, GDP, & SIP
PC: 8.6.2024

S BAYER HOLDINGS LLC
N6053 FOREST RIDGE RD
GREEN LAKE WI 54941-9737

JACOBA INC
25 WAUGOO AVE
OSHKOSH WI 54901-4848

TEAM SNW LLC
C/O TABATHA-GM
216 STATE ST
OSHKOSH WI 54901-4839

WINNEBAGO COUNTY
C/O FINANCE DEPT
PO BOX 2808
OSHKOSH WI 54903-2808

DISCOVERY PROPERTIES LLC
230 OHIO ST STE 200
OSHKOSH WI 54902-5894

HARRY & PRISCILLA KIECKHAFF
702 E IRVING AVE
OSHKOSH WI 54901-4643

TEAM SNW LLC
7098 S HIGHWAY 45
OSHKOSH WI 54902-8812

BBLD LLC
PO BOX 800
OSHKOSH WI 54903-0800

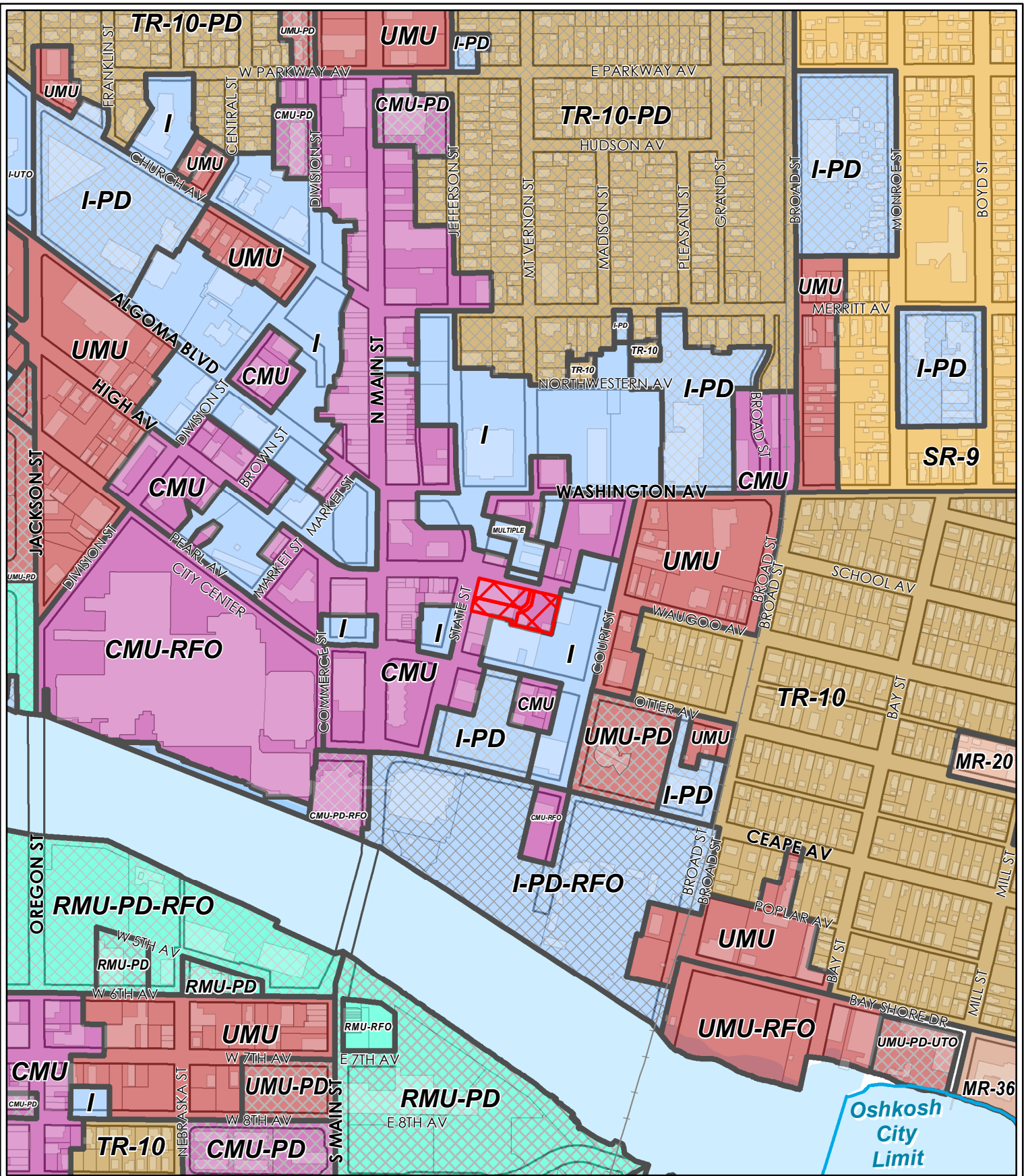
DALE SCHOOL APTS INC
C/O MR CHARLES HERTEL
PO BOX 143
OSHKOSH WI 54903-0143

RIVER EAST NBHD ASSOC
C/O KATHY WEBB
543 OTTER AVE
OSHKOSH WI 54901-5103

RIVER EAST NBHD ASSOC
C/O TAMMY HACKETT
349 BOWEN ST
OSHKOSH WI 54901-5155

RIVER EAST NBHD ASSOC
C/O CARMEN SCOTT
521 OTTER AVE
OSHKOSH WI 54901-5103

DOWNTOWN NBHD ASSOC
C/O JESSIE MEIDL
903 W 7TH AVE
OSHKOSH WI 54902-5854



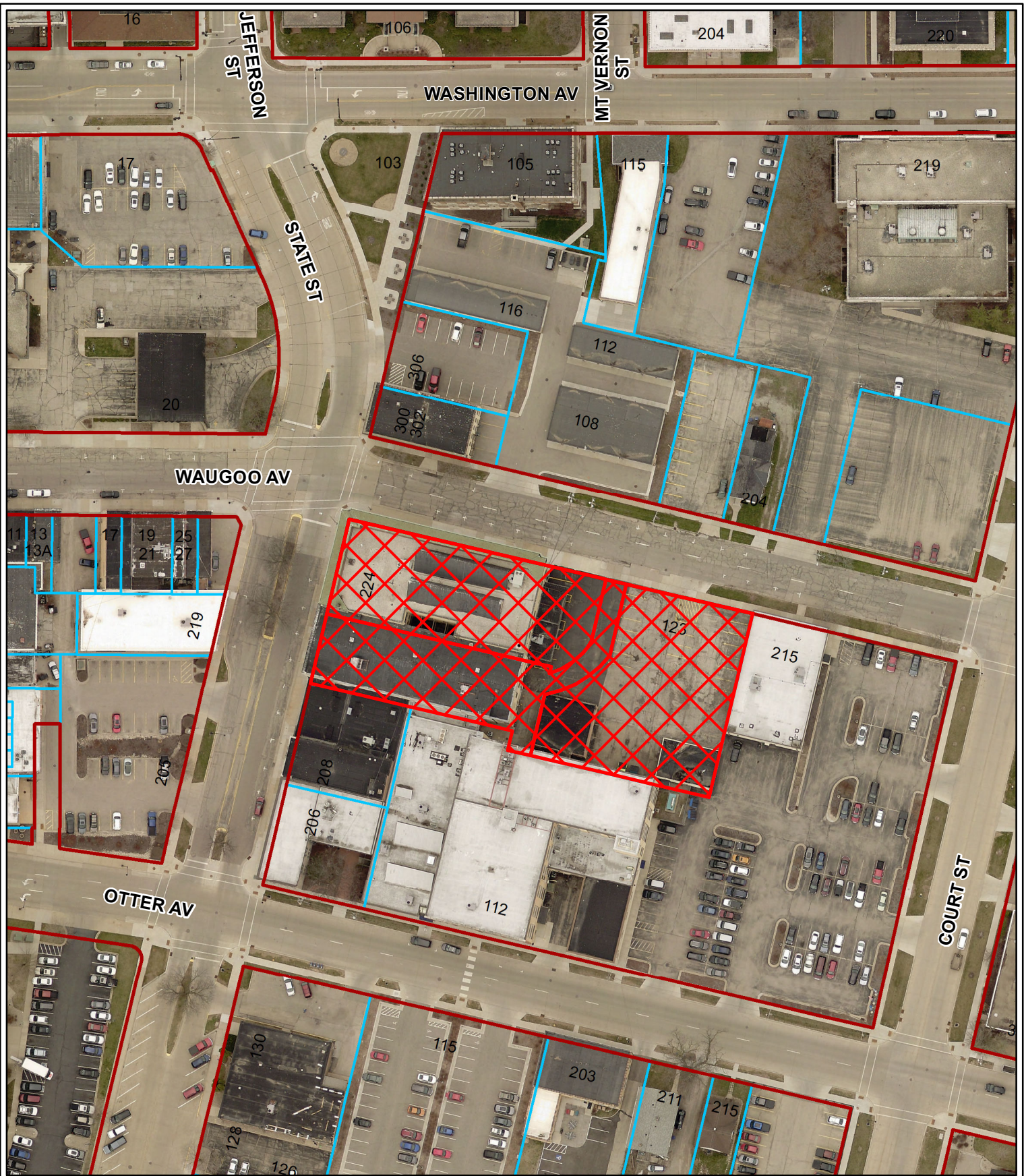
ZONING MAP

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

N

 1 in = 0.09 mi
 1 in = 500 ft
 Printing Date: 7/15/2024
 Prepared by: City of Oshkosh, WI





AERIAL MAP

N
 1 in = 0.02 mi
 1 in = 100 ft

Printing Date: 7/15/2024
 Prepared by: City of Oshkosh, WI



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TO: Honorable Mayor and Members of the Common Council
FROM: Mark Rohloff, City Manager
DATE: August 14, 2024
SUBJECT: Res 24-471 Approve Amendment of Terms of Approval for American Rescue Plan Act (ARPA) Funds to Operation DREAM North

BACKGROUND

On July 9, 2024, the Common Council approved a grant in the amount of \$126,000 for Operation DREAM North. Their original grant request was for over \$275,000, with a project budget that indicated they would also raise \$77,000. After I discussed the lower recommended grant amount with Operation DREAM North President Rodney Bourrage, he asked if his fundraising amount could be lowered to \$30,000 given the reduced level of the grant. I thought that was a reasonable request and incorporated this reduced amount into the grant award recommendation. In my view, the \$30,000 of donations should be viewed as a grant match, and I communicated that intent with Council in my memo recommending the grant.

As Mr. Bourrage and I have been discussing the terms of his contract following the grant approval by Council, he indicated that it was not his expectation to provide that \$30,000 as a match for the grant. In fact, Mr. Bourrage had assumed that he would receive the entire \$126,000 up front. Future discussions included trying to find a way to provide a slight upfront disbursement of funds, but Mr. Bourrage has indicated that he needs more funds up front in order to begin his fundraising and to begin his program by September 1st. This represents a significant departure from how we have done previous ARPA grants, as well as other federal funds that we have dispersed to community groups, such as our Community Development Block Grant (CDBG) program. Given that I had represented to Council that there would be matching funds, and that there would be no upfront disbursement, I believe that Council should approve the revised conditions.

ANALYSIS

I had asked Mr. Bourrage to provide me with a revised request for disbursement of funds. This request is incorporated into the revised contract and accompanying exhibit that sets the terms of approval for the grant. Operation DREAM North is requesting upfront funds of approximately \$74,900. I have amended the proposed grant agreement to allow that initial disbursement, with a subsequent disbursement of the remaining funds after documentation for the initial \$74,900 disbursement is received and approved.

As I have previously indicated, this manner of disbursement is a significant departure from what we have done with other grant recipients. If approved, this may set a precedent for other groups with whom we are currently providing drafts of their ARPA agreements. With that said, some of the community groups who have been awarded ARPA funds may be in a different financial situation than other more well-established nonprofit groups, who may have more financial resources to be able to absorb costs until such time as they are reimbursed. As a result, I may be receiving additional requests of this nature and would need to bring those agreements to Council for approval if this amendment is authorized.

FISCAL IMPACT

From a financial accountability standpoint, disbursing funds without prior documentation is a departure from our practices with other grants. If a group approved for upfront distribution of funds fails to provide documentation, after the fact, it may be difficult to recover these funds if they are disallowed per our agreement. This may result in funds being withheld for future disbursements, and may also result in us not having final full documentation for these grants. I want Council to understand the risks that we are running

should we award these grants in this fashion.

Attachments

RES 24-471

Operation DREAM North Grant Agreement

WITHDRAWN

PURPOSE: APPROVE AMENDMENT TO TERMS OF APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO OPERATION DREAM NORTH IN THE AMOUNT OF \$126,000.00

INITIATED BY: CITY MANAGER

WHEREAS, the City of Oshkosh ("City") was allocated approximately \$20.5 million in Federal funds under the American Rescue Plan Act (ARPA) for various eligible purposes including, among other things, public infrastructure projects, as well as support to entities negatively impacted by the COVID-19 pandemic; and

WHEREAS, on September 28, 2021, the Common Council for the City of Oshkosh adopted Resolution 21-498, creating parameters for usage of American Rescue Plan Act (ARPA) funds; and

WHEREAS, Resolution 21-498 specified that funds spent on non-City programming or direct assistance should be about 25 percent of all ARPA expenditures, which represents approximately \$5.1 million of the total ARPA allocation; and

WHEREAS, after an initial round of awards and disbursements in the amount of \$2,766,578.79, Council directed staff to solicit additional proposals for the allocation of the remaining \$2,362,042.21 in ARPA funds; and

WHEREAS, after a public informational campaign and solicitation for proposals, City staff reviewed 51 applications for ARPA funds, taking into consideration ARPA allocation guidelines adopted by the Federal Government, goals identified in the city's Strategic Plan, goals established by the Common Council for the City Manager, emerging needs identified through the city's most recent strategic planning process, and priorities identified by Council during a discussion at their May 14, 2024 Council meeting; and

WHEREAS, Council approved the allocation of the remaining \$2,362,042 in ARPA funds on July 9, 2024, including allocating \$126,000 in ARPA funds to Operation DREAM North, Inc. via Resolution 24-408; and

WHEREAS, the memo to support Resolution 24-408 indicated that the grant would require \$30,000 in matching funds, and made no mention of upfront disbursement of funds, which would have represented a significant departure from how the City has conducted prior grants of federal funds; and

WHEREAS, Operation DREAM North, Inc. is requesting an upfront disbursement of \$74,900 of their grant award to help them with programming costs they are unable to absorb until such time as they can be reimbursed; and

WHEREAS, the City has drafted an agreement that allows for that initial disbursement, with a subsequent disbursement of the remaining funds after documentation for the initial disbursement of \$74,900 is received and approved by the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate grant agreement with Operation DREAM North, Inc. in the amount of \$126,000.00 in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Agreement as amended by this Resolution.

BE IT FURTHER RESOLVED that grant funds approved by Council in this Resolution that fail to meet the requirements of the individual grant or are otherwise not used and/or require reallocation shall be allocated to an infrastructure project that would otherwise be funded with debt or fund balance dollars, as deemed appropriate by the City's Finance Director.

This Agreement is between the City of Oshkosh, a Wisconsin municipal corporation (hereinafter "CITY"), and Operation DREAM North, Inc., PO Box 1764, Oshkosh, Wisconsin 54903, a Wisconsin nonprofit corporation (hereinafter "GRANTEE").

WHEREAS, the CITY was allocated approximately \$20.5 million in federal funds under the American Rescue Plan Act (ARPA) for various eligible purposes, including, among other things, support to entities negatively impacted by the COVID-19 pandemic; and

WHEREAS, on September 28, 2021, the Oshkosh Common Council adopted Resolution 21-498, creating parameters for usage of American Rescue Plan Act funds and specifying that funds spent on non-CITY programming or direct assistance should represent approximately 25% of all ARPA expenditures, providing approximately \$5,128,000 of the total ARPA allocation for this purpose.; and

WHEREAS, on July 9, 2024, the Oshkosh Common Council approved Resolution 24-408, awarding a grant to GRANTEE for youth development program; and

WHEREAS, GRANTEE is a Wisconsin nonprofit agency that has created a program to provide essential services for youth by collaborating with schools and families to enhance academic, social, and emotional learning along with extracurricular activities with a goal of offering alternatives to negative influences and to support personal development; and

WHEREAS, the CITY wishes to award a grant to GRANTEE to support a youth development program operated by GRANTEE to provide services to members of the Oshkosh community.

Now, therefore, the parties agree as follows:

Section 1. Status of GRANTEE. GRANTEE represents and warrants that it is a nonprofit organization in good standing under the law, and shall remain as such for the term of this Agreement. GRANTEE represents and warrants that its signatory is authorized to bind GRANTEE and execute this Agreement on GRANTEE's behalf.

Section 2. Payment of Grant Award. CITY hereby agrees to pay GRANTEE an amount not to exceed \$126,000.00 (hereinafter the "grant award") according to the terms and conditions set forth in Exhibit A of this Agreement.

Section 3. Expenditure of Grant Award. GRANTEE shall expend the grant award solely on the programs and/or projects set forth in Exhibit A. The grant award must be expended by December 31, 2026. Any expenditure that does not comply with this Agreement shall constitute a disallowed cost (“disallowed cost”) and be subject to reimbursement as specified in Section 15 of this Agreement. Under no circumstances shall GRANTEE extend any portion of the grant award for purposes not specified in this Agreement, or for any other purpose prohibited under law.

Section 4. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the parties, the GRANTEE agrees that within any publications, studies, or reports which are made possible by or derived, in whole, or in part, from the grant award; and within any news, articles, brochures, seminars, or other promotional materials, or media, or events, through which GRANTEE may publicize the programs or projects, funded in whole or in part by CITY; GRANTEE will acknowledge the CITY support in the following manner: “Funding for this project has been provided by the City of Oshkosh.”

Section 5. The Parties’ Relationship. This Agreement shall not be construed as giving rise to any agency, partnership, joint venture, or employment relationship between CITY and GRANTEE. GRANTEE shall have no ability to bind the CITY, and will not hold itself out, as having any such ability. Neither GRANTEE, nor any of GRANTEE’s officers, employees, agents, or subcontractors, if any, is an employee of CITY by virtue of this Agreement. GRANTEE’s employees and agents shall not be entitled to any salary or benefit relating to CITY employment.

Section 6. No Assignment. GRANTEE shall not assign this Agreement without CITY’s written authorization. Any unauthorized assignment shall be void and shall be considered a material breach of this Agreement.

Section 7. Indemnification. GRANTEE shall indemnify, hold, harmless, and defend CITY, its common council, officers, officials, directors, employees, agents, volunteers, and affiliates, and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney’s fees, consultant’s fees, expert fees, losses or liability, in law, or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, GRANTEE’s performance hereunder, GRANTEE’s or subcontractor’s negligence, including active or passive, or strict liability, including but not limited to personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of GRANTEE, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for

the full period of time allowed by law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the CITY.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 8. Insurance Requirements. GRANTEE agrees to comply with all of the insurance requirements set forth in Exhibit C, entitled "Insurance Requirements." Failure to maintain required insurance at all times shall constitute a default and material breach.

Section 9. Non-Discrimination. In performing this Agreement, GRANTEE shall ensure that any and all contractors are subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates also shall not, discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religion, creed, national origin, physical disability, mental disability, mental condition, age, marital status, sexual orientation, or any other basis prohibited under law.

Section 10. Compliance with All Applicable Laws. In performing this Agreement GRANTEE warrants that it shall comply with all applicable state, federal, and CITY laws, rules, and regulations whether now in force or hereinafter enacted.

Section 11. Accounting. For purposes of performance under this Agreement, and receipt and expenditure of grant award, GRANTEE shall at all times, maintain an accounting system that comports with generally accepted accounting principles.

Section 12. Financial Records and Financial Report. GRANTEE shall maintain satisfactory financial accounts, books, records, documents, and other evidence, sufficient to properly reflect the amount, receipt, and expenditure of Grant award.

GRANTEE shall submit to CITY a final report in the form identified in Exhibit B. The CITY reserves the right to request quarterly reports relating to the expenditure of the grant award or additional information as needed, also in in the form identified in Exhibit B. Said final report shall be submitted to CITY within thirty (30) calendar days following the full expenditure of the grant award, or within ninety (90) calendar days following receipt of the funds, whichever is later.

All financial records and financial reports shall be prepared in accordance with generally accepted accounting principles. The annual and quarterly reports shall be public records and may be posted on the CITY's website. Failure to maintain proper financial records

and submittal of timely financial reports shall be cause for termination as outlined in this Agreement (see Section 17).

Section 13. Audit and Examination. Consultant shall fully and completely cooperate with the CITY, the CITY's insurer, the CITY's attorneys, the CITY's Auditors or other representative of the CITY (collectively, the "CITY" for purposes of this Article).

- a. Cooperation is expected in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or internal or governmental Audit, with respect to matters relating to this Agreement.
- b. Examples of expected cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making Consultant's employees available to the CITY (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the CITY to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering to the CITY all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.
- c. GRANTEE shall not be entitled to additional compensation for employee services, time or materials necessary for the provision of records under this Section.
- d. Failure to comply with the request for audit, or a lack of documentation in records may cause termination of this Agreement (see Section 17). Termination of this Agreement for failure to comply may result in all funding becoming disallowed under the terms of this Agreement. Upon termination for failure to comply with this paragraph GRANTEE will promptly repay to CITY on CITY's demand all unused or disallowed funds.

Section 14. Preservation of Records. CITY is a governmental entity that is required to comply with Wisconsin Public Records Law. GRANTEE shall preserve and make available all records related to the performance of this Agreement and related to the receipt and expenditure of the grant award until the expiration of seven (7) years from

the date of final payment to GRANTEE, or as required by applicable law, whichever is longer. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the end of the agreement, then such records must be retained until completion of the actions and resolution of all issues.

Section 15. Reimbursement of Disallowed Costs. Within ten (10) business days of the date of CITY's written notice to GRANTEE, GRANTEE agrees to reimburse to CITY any portion of the grant award paid by the CITY, which CITY has, in its sole discretion, determined constitutes a disallowed cost.

Section 16. Term. This Agreement shall be for a term commencing on August 1, 2024, and expiring on December 31, 2026 or upon acceptance by the CITY of the Final Financial Report whichever is later; unless terminated sooner per this Agreement. Provisions pertaining to liability, preservation of records, and cooperation in audits shall survive termination.

Section 17. Termination. The CITY may terminate this Agreement at any time, whenever it is determined that the GRANTEE has failed to comply with the conditions of this Agreement. In the event there is cause to believe the GRANTEE is in noncompliance with this Agreement or any applicable rules or regulations, the CITY shall promptly notify the GRANTEE in writing of the determination of non-compliance, together with the effective date of termination, which shall not be less than thirty (30) days from the date of the notice. If the GRANTEE does not correct the noted deficiencies during the correction period above, this Agreement shall terminate. Provisions pertaining to liability, preservation of records, and cooperation in audits shall survive termination.

Section 18. Notice. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing, and shall be effective and any applicable time period shall begin the fifth (5th) calendar day from the date of mailing, or if personally delivered, from the date of personal delivery. If notice is given by mail, it shall be delivered by depositing the same in any United States post office, registered or certified mail, postage, prepaid, addressed to:

CITY: Mark Rohloff, City Manager
 City of Oshkosh
 215 Church – PO Box 1130
 Oshkosh WI 54903
 (920) 236-5002

GRANTEE: Operation DREAM North, Inc.
PO Box 1764
Oshkosh, WI 54903
(920) 203-4133

Section 19. Severability. If any term, covenant, condition or provision of this agreement shall be invalid or enforceable, the remainder of this agreement shall not be affected thereby the remainder of the agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Waiver. The election to enforce or not enforce, as well as the timing of enforcement, shall be at each party's sole discretion and shall not act as a waiver of any rights to exercise any right relating to this agreement in the future.

Section 21. Amendment. This Agreement may be amended at any time only by a written modification mutually agreeable to both parties hereto. Any request by the GRANTEE for amendments must be in writing, stating the amendment request and reason for the request. The GRANTEE shall make request in a timely manner, and in no event, less than thirty (30) calendar days before the effective date of the proposed amendment.

Section 22. No Third-Party Beneficiaries. Notwithstanding any provisions pertaining to third parties contained within this agreement, none of the obligations contained in this agreement shall run to or be enforceable by any party who is not a party to this agreement.

Section 23. Choice of Law. The laws of the State of Wisconsin shall govern the interpretation and construction of this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

Section 24. Agreement not to be Construed against Either Party. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

Section 25. List of Exhibits:

Exhibit A – Scope of Work
Exhibit B – Grant Agreement Report
Exhibit C – Insurance Requirements

Section 26. Entire Agreement. This Agreement, and any attached Exhibits shall constitute the entire Agreement between the parties here to relating to the Grant Award, and may not be modified except by an instrument in writing, signed by the parties hereto.

Section 27. Signatures. By placing their signatures below, each individual affirms that the entity they represent is authorized to enter into this Agreement, and further affirm that they are authorized by the entity they are representing to bind their respective parties to the terms and conditions of this Agreement.

Agreed to this ____ day of _____, 2024

Operation DREAM North, LLC
PO Box 1764
Oshkosh, WI 54903

By: _____

Name: _____

City of Oshkosh
215 Church – PO Box 1130
Oshkosh WI 54903

By: _____
Mark Rohloff, City Manager

By: _____
Lynn Lorensen, City Attorney

By: _____
Diane Bartlett, City Clerk

By: _____
Julie Calmes, Finance Director

EXHIBIT A
SCOPE OF WORK

Project Description:

Operation DREAM North will use the requested funds to provide a youth development Saturday program in Oshkosh. This program will be open to all youth, grades K-12 on Saturdays. The funding is to establish the youth development program to provide essential services for youth, collaborating with schools and families to enhance academic, social, and emotional learning, along with extracurricular activities with a goal of offering alternatives to negative influences and to support personal development. Funding will provide transportation, food, and support for positive engagement, through organizing educational outings and partnering with local businesses and community organizations.

Deliverables & Performance Measures:

- Establish a location that can serve up to 50 students, with the intention of growing over time
- Maintain attendance records
- Conduct before/after service surveys with report cards and testimonials

Payment Schedule & Eligible Expenditures:

In accordance with guidance from the United States Department of the Treasury with respect to Coronavirus State and Local Fiscal Recovery Funds, recipients are subject to laws and regulations applicable to Federal financial assistance programs (<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>).

Funding used for ineligible expenditures will require repayment to the City of Oshkosh ("City").

Eligible expenditures are defined in the table below.

Eligible Expenses:	Allowable Amount (up to):
Mentor Salaries	\$15,000.00
Capacity Costs, to include:	\$30,500.00
Office occupancy	
Professional development	
Marketing/printing	
Office supplies	
Website and domain	

Community Program Costs, to include: Venue/Facility Rent “Go Forward to Work” Program Academic Year Program Field trips Food Transportation	\$80,500.00
Total of Eligible Expenses:	\$126,000.00

Pursuant to the terms of this Agreement, the City will provide total payment of up to \$126,000.00 to Operation DREAM North as follows:

- Within ten (10) business days following execution of the Agreement and receipt of required documents, including IRS Form W-9 (Request for Taxpayer Identification Number and Certification), \$74,900.00 shall be distributed to cover initial start-up costs of the above programs.
- Within ten (10) business days following the receipt and acceptance by the City of documentation of the initial disbursement, the remaining amount of up to \$51,100.00 may be disbursed for the remaining eligible program costs. Documentation of costs should be made by completing the form shown in Exhibit B or in a format substantially similar to Exhibit B.
 - For each disbursement request, receipts, invoices, payroll records or other documentation acceptable to the City must be provided to demonstrate that the prior disbursement’s expenditures were for eligible expenses (as defined in the above table). This documentation must accompany the disbursement request in order to be considered for subsequent disbursements. If Operation DREAM North is unable to produce such documentation, the disbursement will be denied and the grant agreement may be terminated, at the City’s sole discretion.
- Regardless of when a second disbursement may be made, the documentation of the initial \$74,900.00 must be received and approved by November 1, 2024 in order for any subsequent disbursements to occur. Failure to provide such documentation may result in the remainder of the grant being disallowed.
- After the final disbursement, Operation DREAM North must provide documentation of all eligible expenses within thirty (30) days of the final expenditure, and no later than ninety (90) days after the final disbursement, whichever is later.

Exhibit B
Grant Agreement Report

Grantee Information

Organization: _____

Contact Person: _____

Phone Number and Email: _____

Reporting Period: _____

Grant Amount: _____

Funding expended during the reporting period: _____

Funding expended to date: _____

Remaining award amount: _____

Award Details

Receipts and thorough documentation of grant fund expenditures have been included with this report: yes no

Grantee Representative Signature

I hereby declare that the goods or materials covered by this report are complete and accurate, and are eligible under the agreement.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT C INSURANCE REQUIREMENTS

Grantee shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Grantee, their agents, representatives, or employees or subcontractors. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Grantee under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$2,000,000).
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Grantee has no owned autos, Code 8 (hired) and 9 (nonowned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Wisconsin, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **(WC insurance is not required if the grantee provides written verification it has no employees).**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Grantee's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at

least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).

2. For any claims related to this contract, the **Grantee's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with thirty (30) days prior written notice to the City.

Waiver of Subrogation

Grantee hereby grants to City a waiver of any right to subrogation which any insurer of said Grantee may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Grantee to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any coverage required is written on a claims-made basis:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the Grantee must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Grantee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them. The City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Grantee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Grantee shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



SUBJECT: Fireworks Regulation and Enforcement (Larson)

DATE: August 14, 2024



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: August 14, 2024
SUBJECT: Discussion of Street Lighting Policy (Larson)

BACKGROUND

Recently, Wisconsin Public Service (WPS) began the replacement of old concrete streetlight poles in a neighborhood on the northeast side of the city. This project and the WPS policy change was explained to Council at the [January 10, 2023, Council meeting](#). The implementation of that policy change and this project was initially supposed to begin in 2023, but has only recently begun. The old concrete poles have been deemed structurally deficient and in need of replacement by WPS. In recent years, WPS was purchased by WE Energies. WE Energies' (and consequently WPS's) new standard is to use wood poles. Any pole other than wood is now considered an upgrade and subject to an additional charge to the City, which is unbudgeted and could have significant financial implications for the City. Prior to WE Energies' acquisition, WPS would occasionally replace older concrete poles with fiberglass at no additional cost. Since the WPS standard has been changed, this is no longer the case. Following the presentation to Council, no change in City policy was made, so no further action was taken by Council. Staff did, however, agree to upgrade wooden poles to fiberglass along city gateway corridors administratively, and that cost was budgeted.

WPS owns 74% of the streetlights in the city. The remainder are owned by the City, and the City standard remains aluminum or steel poles, as that is what we believe is the most cost-effective option for us. We have been replacing WPS poles with City poles during street reconstruction projects, but those represent a limited number of poles given the number of poles owned by WPS city-wide.

Now that WPS is beginning to implement its new replacement policy, people are now noticing the new wooden poles. Please note, however, that there are also quite a few wooden poles in the surrounding area and neighborhoods as well. A presentation on this topic was made to the Common Council in January of 2023 (attached). The direction given at that time was fiberglass poles on Jackson Street and gateways and make no change to the WPS standard (now changed to wooden poles) on residential streets. The exception would be if a street was being reconstructed and the City could install our own City-owned street lighting. In those cases, the cost is budgeted for in the capital project. The City's streetlight policy has not changed. Please note that the costs in the presentation are from January 2023 and have increased since then.

Attachments

Streetlight Presentation to Council, January 10, 2023

CITY OF OSHKOSH STREET LIGHTING



JANUARY 11, 2023

JIM COLLINS & DAN KUSSMANN

TOTAL STREETLIGHTS = 6550
(Estimated combined total)

CITY OWNED = 1750

WPS OWNED = 4800

❖ CONCRETE = 69

❖ BLACK FIBERGLASS = 451



1ST WPS GOAL FOR 2023:

REPLACE 10 CONCRETE POLES ON:

- ❖ HURON COURT
- ❖ WHITE SWAN DRIVE
- ❖ GRABER STREET
- ❖ CLIFFVIEW DRIVE



Cement pole
w/coach fixture

POSSIBLE OPTIONS TO REPLACE CONCRETE POLES:

OPTION 1

REPLACE OLD POLES WITH WPS STANDARD WOOD POLES

- ✓ NO INSTALLATION COSTS
- ✓ MOST RESISTANT TO VEHICLE HITS
- ✓ LOWEST COST RATIO

10-YEAR ANNUAL COST: \$2308.80 PER LIGHT



Wood pole
with black
arm

OPTION 2

REPLACE OLD POLES WITH BLACK FIBERGLASS
POLE AND LED COBRA STYLE FIXTURE

10-YEAR ANNUAL COST: \$4488.90 PER LIGHT



Fiberglass pole with
cobra style fixture

OPTION 3

REPLACE OLD POLES WITH BLACK FIBERGLASS
POLE AND LED POST TOP FIXTURE

10-year Annual cost: \$5,349.85 per light



Fiberglass pole with
post top style fixture

FUNDING OPTIONS FOR OPTION 2 OR 3:



Increase street lighting district utility budget



Neighborhood or another group petitions to upgrade street lighting and signs agreement to pay for installation and on-going maintenance fees

Example: San-Diego, CA

Districts are developed and if vast majority of residents agree on style (70%) – only that District absorbs the extra expense



2ND WPS GOAL FOR 2023 (JACKSON STREET)

REPLACE 6 POLES FROM THE LIST BELOW:

- 30 BLACK FIBERGLASS POLE STREETLIGHTS
- 6 BLACK UTILITY POLES ON JACKSON STREET WITH SIGNS OF DETERIORATION



Current pole with deterioration



Replacement pole



Black Fiberglass Pole w/Cobra Style Fixture

POSSIBLE POLICY OPTIONS

- City pays for installation of WPS decorative black street light and utility pole on major corridors and on-going replacement fees (approximate up front cost: \$2,000/pole)
- WPS installs wood poles in non-corridor areas
- Neighborhood create a “street lighting district” and sign an agreement for installation and on-going replacement fees to opt for decorative style post and fixture
- Switch to city owned streetlight and install aluminum or steel pole if the following criteria is met:
 - ✓ New road construction project
 - ✓ Minimum of 5 street lights are planned for the area
 - ✓ Makes aesthetics sense with neighboring streets
 - ✓ Funding is available in budget

Questions & Answers



Why doesn't the city use wood poles? The city has limited large equipment to install a wood pole that requires a 4' hole (especially in winter months). It was determined a cement base is much more cost effective and less labor intensive.

Why does WPS use fiberglass poles but the City uses aluminum or steel? The city needs to consider many factors when determining the pole type and often a steel pole is needed to handle the weight requirements depending on what is mounted.

What happens if a WPS pole gets damaged? A bill is generated to invoice the party responsible, however if that information is not available – WPS contacts the City to cover the repair or replacement expenses.

If a neighborhood opts to pay for the upgraded lighting, what happens when they sell their house and the new owner wants a wood pole instead? This scenario must be written in the neighborhood agreement as it is not feasible to have mixed pole types on the same street.

Contact Information:

Jim Collins
920-232-5342
jcollins@ci.Oshkosh.wi.us

Dan Kussmann
920-232-5350
dkussmann@ci.Oshkosh.wi.us



SUBJECT: Asking the Public If They Want to Continue with the City Manager Form of Government
(Esslinger)

DATE: August 14, 2024



SUBJECT: Contract for EMS Services Outside of City and Impact on Need for 4th Ambulance Unit,
August 27th, in-meeting workshop

DATE: August 14, 2024



SUBJECT: Presentation of 2023 Annual Comprehensive Financial Report (ACFR) by KerberRose, August 27th

DATE: August 14, 2024



SUBJECT: Budget Workshop #2 - 2025 Early Projections and Direction on Priorities from Council, August 28, 2024, 5:00 p.m.

DATE: August 14, 2024



SUBJECT: Undergrounding Utilities, date to be determined

DATE: August 14, 2024



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Rohloff, City Manager
DATE: August 14, 2024
SUBJECT: Professional Services Agreement with AECOM for Environmental Services during Geotechnical Subsurface Exploration Project for the 2025 Capital Improvement Projects (\$38,845)

BACKGROUND

An agreement for subsurface exploration and geotechnical engineering evaluation services for the 2025 and 2026 Capital Improvement Program (CIP) was being awarded to Professional Service Industries, Inc. (PSI) at the July 23, 2024 Common Council Meeting. In conjunction with the subsurface exploration services to be performed for the 2025 CIP projects by PSI, the Department of Public Works has requested a proposal from AECOM to provide environmental services during the subsurface exploration services. These services are in compliance with the City's Environmental Services Program.

The intent of the Environmental Services program is to identify subsurface environmental impacts and pre-plan soil and groundwater management prior to awarding the construction projects. This approach of pre-planning for management of impacted material reduces or eliminates future liability; reduces management costs; and reduces/eliminates construction change orders resulting from unanticipated landfill disposal charges, soil and groundwater management, and lost time during construction.

ANALYSIS

AECOM was chosen to provide these services due to their experience in providing these services to the City in the past; and their local office location, which due to its physical closeness to the projects, allows AECOM to provide cost-effective rapid response to the projects.

FISCAL IMPACT

The cost of these services is estimated not to exceed \$38,845 and will be split among the Street Paving, Storm Water, Water, Sanitary Sewer, and Property Improvement CIP sections. Funding was budgeted in all five (4) sections of the 2024 CIP (Account #03210410-68XX-XXXXX/Multiple Funds and #03231717-7216-63001/Parking Lot Improvements-Land Improvement-Parking Lot Improvements).

RECOMMENDATION

Chapter 12 of the Municipal Code of the City of Oshkosh provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. In accordance with Section 12-16 of the Code, I am hereby submitting this report regarding this professional services agreement.

Please contact me if you have any questions concerning this professional services agreement.

Attachments

AECOM 2025 Env Support during Geotech proposal

July 29, 2024

AECOM Proposal No.
OPP-1341414RECEIVED
JUL 29 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

Mr. Craig Ramthun
Construction Management Supervisor
Public Works - Engineering Division
City of Oshkosh
215 Church Avenue
Oshkosh, Wisconsin 54903-1130

Proposal for Environmental Services During Geotechnical Subsurface Exploration Project for the 2025 Capital Improvement Projects in Oshkosh, Wisconsin

Dear Mr. Ramthun,

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to provide environmental services during geotechnical subsurface exploration related to the City of Oshkosh (City) 2025 Capital Improvement Program. This proposal provides a scope of work anticipated to be in compliance with the City's Environmental Services Program.

Project Understanding

AECOM is in receipt of the June 24, 2024 Request for Proposals for Subsurface Exploration and Geotechnical Engineering Evaluation for 2025 and 2026 Capital Improvement Projects. Environmental services are needed concurrent with geotechnical drilling activities. The intent of engaging environmental services during the subsurface exploration program is to identify subsurface environmental impacts and pre-plan soil and groundwater management prior to awarding the construction projects. This approach of pre-planning for management of impacted material reduces or eliminates future liability, reduces management costs and/or reduces/eliminates construction change orders resulting from unanticipated landfill disposal charges, soil and groundwater management, and lost time during construction.

Identifying subsurface-impacted soil and groundwater, determining the recommended management practice, and preparing the landfill disposal application including laboratory analysis typically takes approximately 2-3 weeks to complete. If these conditions are not anticipated, the resulting delay impacts the completion schedule of the project and typically increases associated costs significantly. Therefore, the identification and pre-planning for management of impacted soil and groundwater is important in the overall effort to manage construction costs. Please note the ability to identify soil and groundwater impacts is limited by available records, site and area knowledge, and results of the Geotechnical Exploration and associated Environmental records searches.

AECOM has extensive environmental experience in and around the City of Oshkosh. Our experience will be utilized as follows in an effort to cost effectively deal with environmental issues:

- Identify previously-investigated environmental subsurface impacts that have been encountered near the areas of concern. By use of this information, AECOM will be able to provide recommendations for material management that are consistent with past practices in these locations. These recommendations will likely be based on documentation, information, and disposal profiles prepared for other projects. Examples are urban fill, railroad ties, trolley lines, wood chip / debris, demolition debris, and petroleum and solvent impacts to the subsurface.
- Urban fill is primarily encountered along the Fox River, its tributaries, and Lake Winnebago and Lake Butte des Morts. This material is the result of filling low areas with a mixture of soil, wood chips, foundry sand, paper sludge, and demolition debris. The material is considered solid waste by the Wisconsin Department of Natural Resources (WDNR). AECOM has worked within multiple areas containing this material and have utilized this data and previously-approved landfill acceptance documents to facilitate proper management. This information will be utilized to avoid duplicating previously-completed laboratory testing for profiling for landfill disposal.

- AECOM has a very good working relationship with the WDNR. We work closely with the WDNR to share information of previously- and/or newly-identified subsurface impacts and proper management in compliance with Wisconsin Administrative Code NR 700. This relationship has resulted in cost savings to the City as our approach for material management and documentation takes into consideration our extensive experience and knowledge of the WDNR expectations regarding these areas of concern. Additional site work has been avoided which would have delayed construction projects or required removal and replacement of new pavement and utilities.

This work will be conducted in general compliance with the City of Oshkosh Environmental Services Program. We understand that the Environmental Records Review portion of the program may be completed by others and the information will be available at least two weeks prior to mobilization of the drill crew to allow comments and revisions if necessary.

The anticipated streets or projects were based on the Preliminary 2025 Capital Improvement Program (CIP). Specifically, the streets or projects requested for this scope of work include:

A. 2025 CIP Projects:

2025 Streets

1. Bay Shore Drive (Broad Street to Mill Street)
(7) – 15-ft. borings.
2. Bay Street (Bay Shore Drive to Lake Winnebago)
(1) – 15-ft. boring.
3. Bowen Street (East Nevada Avenue to East Murdock Avenue)
(6) – 25-ft. borings.
4. Central Street (West New York Avenue to West Bent Avenue)
(10) – 20-ft. borings.
5. Waugoo Avenue (Rosalia Street to Lake Winnebago)
(6) – 20-ft. borings.
6. West 15th Avenue (Ohio Street to Oregon Street)
(12) – 20-ft. borings.
7. Faust Avenue (North Lark Street to North Sawyer Street)
(3) – 15-ft. borings.
8. North Lark Street (Witzel Avenue to Southland Avenue)
(7) – 15-ft. borings.
9. National Avenue (North Lark Street to North Sawyer Street)
(3) – 15-ft. borings
10. West 11th Avenue (Ohio Street to Michigan Street)
(2) – 20-ft. borings.
11. Michigan Street (West 7th Avenue to West 11th Avenue)
(5) – 20-ft. borings.
12. Parking Lot Improvements (Locations To Be Determined)
(6) – 10-ft. borings.
13. Miscellaneous Additional Project(s)
(5) – 15-ft. borings.
(5) – 20-ft. borings.
Miscellaneous borings for any potential project(s) added to the CIP.

Scope of Services

AECOM will provide environmental services in accordance with the Environmental Services Program (Geotechnical Exploration Portion Only) developed by the City of Oshkosh and will include the following tasks:

1. AECOM will review the results of the Environmental Records Review and compare the recommended soil boring number and location to AECOM's knowledge of the area and/or previous projects. Please note these review services of the Environmental Records Review will be provided at no charge. Once the review is complete, AECOM will provide a summary of recommended changes, if any, to the drilling program. In addition, AECOM will order laboratory sampling kits that are anticipated to be required to complete laboratory testing in compliance with Waste Management's Landfill Acceptance Profile Criteria. It is important to have the sample kits ready to use as there are critical time constraints on the sampling and preserving of the laboratory samples.
2. AECOM will attend a preconstruction conference with the selected geotechnical driller to provide a "quick reference guide" that discusses potential environmental impacts that may be encountered during drilling, communication plan, sample collection, and environmental screening. We anticipate attending a single pre-construction meeting with associated required documents. Project management fees are also included in this task. The meeting would address project safety, personnel contact information, schedule and any other topics that need to be communicated for safe progression of work.
3. AECOM will provide environmental documentation during the geotechnical drilling, including field screening of the split soil samples collected by the geotechnical driller, reviewing the draft geotechnical boring logs, and preparing, if necessary, laboratory analytical samples required for landfilling profile acceptance. It is critical that the samples are screened and sampled for laboratory analysis on a daily basis to be in compliance with analytical sampling protocol. We anticipate completing four (4) landfill acceptance profiles for purposes of this proposal based on previous experience. This task includes a subcontracting cost budget for Pace Analytical Services LLC, and laboratory testing of up to four sets of soil samples. Please note the final amount of landfill profiles and laboratory analysis will be based on encountered impacts. If more than four sets of soil samples are needed, AECOM will inform City of Oshkosh personnel, and submit a change request for consideration and approval.
4. AECOM will prepare a "Soil and Groundwater Management Plan" for those construction projects identified as having potential environmental impacts. This allows the "street by street" analysis to be combined into a single report for inclusion in the Construction Bidding Documents. The plan will include a map of anticipated locations of impacted soils and groundwater. In addition, it will include a landfill disposal profile and a sanitary discharge permit for impacted groundwater disposal for each identified subsurface impacted area. We anticipate completing six (6) plans for the 2025 project listing. AECOM will provide the completed Soil and Groundwater Management Plans to the City within 20 days of receipt of the geotechnical reports.
 - a. Analytical testing of soil is anticipated to support the preparation of Soil and Groundwater Management Plans. Based on previous experience, soil and groundwater samples are expected to be submitted for analysis of gasoline and diesel range organics, and RCRA metals. Based on experience, one-half of the projects are expected to require a single soil sample for analytical testing. Analytical testing costs are estimated in the fee summary below. Additional analytical testing is possible in the event soil and groundwater screening or historical data reveal additional environmental concerns. In the event additional analytical testing is required, AECOM will inform the City and submit a change request for consideration and approval that addresses such testing as additional work outside the scope of this proposal.
 - b. Soil samples for analytical testing are collected at the City's request when borings are completed in areas of historical land use concern. AECOM may also recommend soil analytical testing based on review of records and field screening and observation of the bores.
5. AECOM will visit the geotechnical driller up to two times per day to pick up split soil samples and review the draft geotechnical boring logs. Full-time oversight will be provided as needed during geotechnical drilling operations occurring in areas identified as having potential environmental impacts. Based on our experience, each borehole is expected to take 2 hours to complete, and 4 borings are completed in a typical workday.
6. AECOM will be on-site for up to 8 hours per day with the geotechnical driller to pick up split soil samples, review the draft geotechnical boring logs, field screen the samples, collect laboratory analytical samples and provide

recommendations on additional drilling locations if necessary. Based on experience with this work, AECOM estimates 2 hours of observation will be provided per boring.

7. 5 weeks of PID meter use is included in the cost proposal.
8. It is anticipated that initial environmental maps will be provided for all projects prior to commencement of geotechnical drilling operations.
9. AECOM expects field work for the 2025 CIP projects to begin in August 2024 and be completed by December 2024.

Budget

The services provided will be performed in accordance with approved 2024 Fee Schedule and the conditions of the 2009 City of Oshkosh Negotiated General Conditions of Service, which are expressly incorporated into, and are an integral part of our agreement for professional services. AECOM will not exceed the below estimate without your authorization and approval. A cover letter will be included with all invoices with a breakdown cost per street which will be matched to respective budget for City tracking purposes. The estimated costs are presented below.

Task	Budget
Task 1 – Review of Environmental Records	\$0
Task 2 – Preconstruction Meeting / Project Management	\$6,950
Task 3 – Environmental Observation & Documentation 2025 CIP Drilling Projects (Average: 2 Personnel Hours/Boring)	\$19,235
2025 Subtotal	\$17,395
5 Weeks PID	\$1,840

<i>Project</i>	<i>Estimated Environmental Support (Hours)</i>	<i>Estimated Environmental Support Fee</i>
A. 2025 STREETS		
1. Bay Shore Drive (Broad Street to Mill Street)	14	\$1,530
2. Bay Street (Bay Shore Drive to Lake Winnebago)	2	\$385
3. Bowen Street (East Nevada Avenue to East Murdock Avenue)	12	\$1,320
4. Central Street (West New York Avenue to West Bent Avenue)	20	\$2,160
5. Waugoo Avenue (Rosalia Street to Lake Winnebago)	12	\$1,320
6. West 15th Avenue (Ohio Street to Oregon Street)	24	\$2,580
7. Faust Avenue (North Lark Street to North Sawyer Street)	6	\$690
8. North Lark Street (Witzel Avenue to Southland Avenue)	14	\$1,650
9. National Avenue (North Lark Street to North Sawyer Street)	6	\$690
10. West 11th Avenue (Ohio Street to Michigan Street)	4	\$480
11. Michigan Street (West 7th Avenue to West 11th Avenue)	10	\$1,110
12. Parking Lot Improvements (Locations To Be Determined)	12	\$1,320
13. Miscellaneous Additional Project(s)	20	\$2,160
Task 4 – Soil and Groundwater Management Plans		\$12,660
2025 Soil and Groundwater Management Plans (6 plans)		\$11,460
2025 Subcontract Laboratory Services (6 WM Profiles)		\$1,200
2025 CIP Drilling Environmental Support -TOTAL ESTIMATED FEE		\$38,845

An Authorization to Proceed is attached for your use to initiate the project. You may also request clarifications to this proposal by calling or emailing John Griffin at 715-902-0829 or John.Griffin@aecom.com.

Yours sincerely,

AECOM Technical Services, Inc.



Daryl Beck
Department Manager



John Griffin, P.E. (WI)
Project Manager

enclosure: Authorization Form



Authorization

July 29, 2024

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this agreement.

I hereby authorize AECOM to proceed with the scope of work for Environmental Services during Geotechnical Subsurface Exploration Project for the 2025 Capital Improvement Projects in Oshkosh, Wisconsin as described in AECOM's proposal dated July 29, 2024, with a budget authorization of \$38,845 under the general terms and conditions specified in the proposal.

Signature

Mark A Rohloff

Print Name

City Manager

Title/Organization

Date

Signature

Diane M. Barlett

Print Name

City Clerk

Title/Organization

Date

Signature

Lynn A. Lorensen

Print Name

City Attorney

Title/Organization

Date

Signature

Julie Calmes

Print Name

Director of Finance

Title/Organization

Date



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: August 14, 2024
SUBJECT: Emergency Purchase of Roof Repairs from Kaschak Roofing Inc. for the Public Library (\$34,380.00)

BACKGROUND

Facilities Maintenance and our roofing consultant from Specialty Engineering Group (SEG) identified the Public Library roof as the top roof replacement project for 2024. Annual roof and HVAC replacement projects are funded from the HVAC/Roofing CIP, which was allocated \$600,000.00 in 2024. The project consisted of replacement of roof areas 4-9, covering the 1993 addition to the original library building. The roof systems covering that addition were installed in 1993 and have been in service approximately 30 years, well beyond the 18--20-year normal anticipated service life for the existing stone ballasted ethylene propylene diene terpolymer (EPDM) roof system. Purchasing solicited bids for the roof replacement and at their January 23, 2024, meeting the Common Council awarded the project to Kaschak Roofing Inc. for \$197,900.00.

ANALYSIS

Work began on the project this past June. As the project was completed, it was determined that another adjacent roof area (area 2) was also leaking. This leak was also contributing to water penetrating the interior of the building. In light of this unforeseen leak and that normal procurement methods would take several additional weeks, adding to the detrimental impact of this water on the library interiors, the City Manager approved expediting the repair.

FISCAL IMPACT

SEG quickly solicited quotes from qualified roofers to perform this roof repair. Kaschak Roofing Inc. provided the low quote of \$34,380.00. There are sufficient funds within the HVAC/Roofing CIP for this additional repair. With approval from the City Manager, this repair was charged to A/N# 03230130 7214 63035 (HVAC/Roofing Replacement Program). Kaschak Roofing Inc. began the repairs on July 29th and expects to be completed within a few days.

RECOMMENDATION

Chapter 12-14(1) of the Municipal Code of the City of Oshkosh provides that, subject to the approval of the City Manager and without separate approval from the Common Council, the City's Purchasing Authority or City Departments or Divisions may enter into agreements without following a competitive bidding or quotation process for purchases when warranted by an emergency situation that threatens the public health, safety, or welfare and all the following conditions exist: was unforeseen, calls for immediate action, and cannot be responded to using established procurement methods. In accordance with Section 12-14(1) of the Code, I am hereby submitting this report. Please contact me if you have any questions about this agreement.



SUBJECT: Strategic Plan Dashboard Updated for 2nd Quarter

DATE: August 14, 2024

Background

The [City of Oshkosh 2023-2024 Strategic Plan Dashboard](#) has been updated for the second quarter. For more information about this plan, or prior plans, please visit our [Strategic Plan web page](#).



SUBJECT: Outstanding Issues

DATE: August 14, 2024

Attachments

Outstanding Issues 08.14.24

City of Oshkosh Status of Outstanding Issues

Date of Initial Request	Affected Department(s) (If Applicable)	Title of Directive	Current Status	Next Status Report/Update	Other Notes
6/9/2020	City Manager	Community Conversations to address racism	City Manager continuing discussions with various community groups. Council approved city sponsorship of Juneteenth event on June 8th.	9/30/2024	
1/10/2023	City Manager	Engage other governmental and non-profit entities in the region to reduce and prevent homelessness	Staff participating in groups organized by Community Foundation to review short term and long term issues.	9/30/2024	
1/10/2023	City Manager	Infuse Sustainability and DEI concepts into City policies and day-to-day operations	Training on sustainability principles planned for staff. Staff to begin work with Sustainability Advisory Board (SAB) to update Sustainability Plan.	9/30/2024	
1/9/2024	City Manager	Continue participating in state wide initiatives to improve Oshkosh's shortfall in state-local funding, including fully funding Municipal Services Program (MSP).	Continuation of this goal will focus on MSP program in 2024.	12/31/2024	Initiative will carry into State's 2026 budget cycle, which will begin following November elections.
1/10/2023	DPW/Legal	Sanitary District Negotiations	Mediation held on June 27th. Second mediation session to be scheduled soon.	7/23/2024	
4/16/2024	DPW & Community Development	Undergrounding Utilities	Staff met with other utilities on June 25th	8/14/2024	Staff incorporating input from other utilities.
4/23/2024	Community Development	Review processes and municipal codes pertaining to commercial and residential development to ensure the City's codes and processes are encouraging growth within the City	Staff is working on multiple aspects of this project including drafting a Request for Proposals to obtain proposals for a process improvement plan and researching options to review municipal codes related to commercial and residential development.	9/10/2024	
5/14/2024	Transportation	Parking Restrictions Review	Council referred to Transportation Committee. Report planned to be discussed at August Committee meeting with recommendations to Council for review and discussion on August 27th.	8/27/2024	Transportation Director Collins provided an update to Council on the scope of parking concerns being considered.